

STATE OF ALABAMA

BALDWIN COUNTY

EASEMENT FOR PLACEMENT, CONSTRUCTION, MAINTENANCE, AND USE OF SAND AND ASSOCIATED SAND STABILIZATION STRUCTURES, VEGETATION, VEGETATION IRRIGATION SYSTEMS, AND ACCESS STRUCTURES

ORIGINAL

State of Alabama, Baldwin County  
County Clerk  
and fees collected on:

2001 January -11 10:55AM

Instrument Number 578559 Pages  
Recording 9.00 Mortgage  
Deed Min Tax  
Book 2001

Archive 3.00  
Adrian T. Johns, Judge of Probate

578559

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor(s) do(es) hereby grant, bargain, and convey unto The City of Gulf Shores, Alabama, a municipal corporation, and the State of Alabama, by and through the Commissioner of the Department of Conservation and Natural Resources, (hereinafter "Grantees"), a permanent easement for placement, construction, maintenance and use of sand and associated sand stabilization structures, vegetation, vegetation irrigation systems, and access structures for protection against tides, seas, and waves, and for use in the establishment and maintenance of beach projects pursuant to *Ala. Code* Sections 11-47-250-252, over, on, upon, under, through, and across certain lands of Grantor(s) lying landward of the mean high tide line more particularly described on Exhibit A attached hereto (hereinafter the "Easement").

Grantor(s) do(es) hereby grant and confer upon Grantees, their officers, employees, agents, representatives, contractors, successors and assigns the rights and privileges:

- (a) to place, construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace sand and associated sand stabilization structures, vegetation, vegetation irrigation systems, and access structures on the Easement;
- (b) to accomplish any alterations of contours on the Easement;
- (c) to construct embankments, berms, and dunes on the Easement and to nourish and renourish such periodically;
- (d) to move, store, and remove vehicles, equipment, and supplies on and from the Easement; provided, however, that except as may be expressly provided otherwise on Exhibit A, nothing in this instrument shall be construed to confer any right, privilege or license on any person or entity to enter or transit any other property of Grantor(s) for the purpose of gaining access to the Easement;
- (e) to erect and remove temporary structures on and from the Easement;
- (f) to reasonably manage, regulate, and restrict activity on the Easement so as to facilitate protection, stabilization, and maintenance of embankments, berms, dunes, vegetation, and associated systems and structures on the Easement;
- (g) to remove debris and obstructions from the Easement, reserving, however, to the Grantor(s) and (his) (her) (its) (their) heirs, successors, and assigns the right to construct and maintain dune overwalk structures insofar as such are otherwise constructed and maintained in compliance with all applicable federal, state, and municipal laws and regulations and with all necessary governmental approvals; and
- (h) to perform any other actions appropriate and incidental to the construction, renourishment, and maintenance of beach projects as defined under *Ala. Code* Section 11-47-250.

To the extent that the Easement is situated upon lands constituting common elements of a condominium, Grantor represents and warrants that it is the duly constituted unit owners' association with respect to such common elements and that it has all necessary authorization under the applicable declaration of condominium, under its bylaws, and under the Condominium

Ownership Act, the Alabama Uniform Condominium Act of 1991, or both, as applicable, to execute and deliver this instrument to Grantees.

To Have and to Hold the same unto the said Grantees, their successors and assigns, for the purpose of exercising the said rights, privileges, and easements hereinabove described.

In Witness Whereof, the said Grantor(s) (has) (have) signed and sealed these presents on the date(s) written below.

Dated: \_\_\_\_\_ (L.S.)  
Dated: \_\_\_\_\_ (L.S.)  
Dated: \_\_\_\_\_ (L.S.)  
Dated: \_\_\_\_\_ (L.S.)

Dated: \_\_\_\_\_ Gulf Village Condominium Owners Association  
A corporation  
Attest: Larry A. Hutton Its Director  
By: Marathy M. Buntin Its Vice President

GRANTOR(S)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name(s) is/are signed to the foregoing Easement, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

(Affix Seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF ALABAMA AT LARGE  
COUNTY OF \_\_\_\_\_

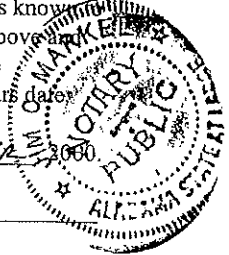
I, JIM MARKEL, a Notary Public in and for said County in said State, hereby certify that DOROTHY BUNTIN, whose name as VICE PRESIDENT of Gulf Village Condominium Owners Association, a CORPORATION, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 2<sup>ND</sup> day of NOVEMBER, 2000

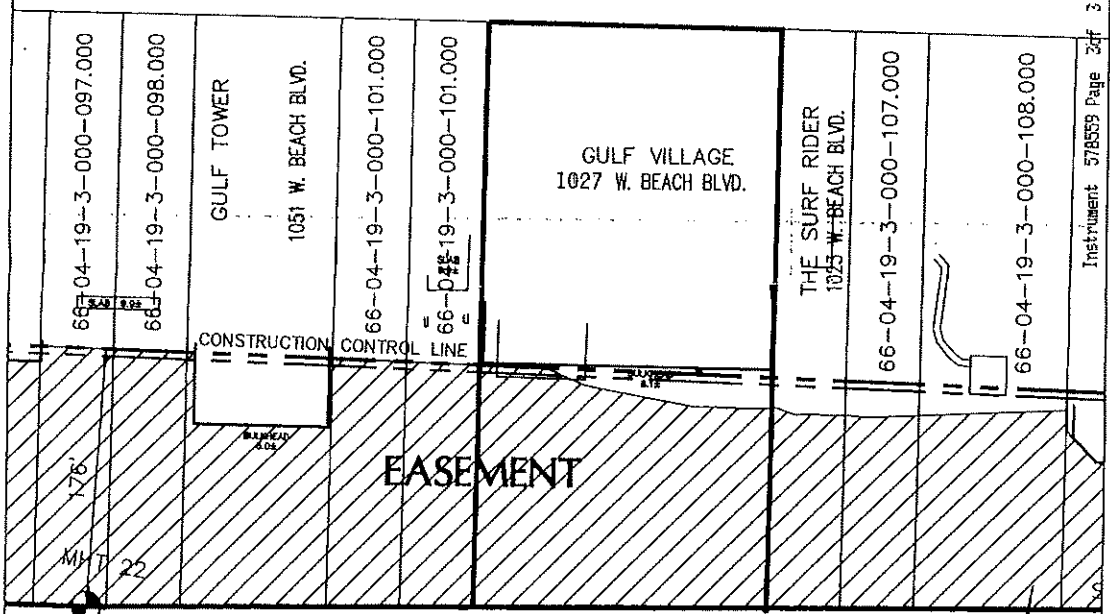
(Affix Seal)

J. Markel  
Notary Public  
My Commission Expires:  
10/2002

This instrument prepared by  
C. D. Hamilton, P.E., PWD  
City of Gulf Shores  
P. O. Box 299  
Gulf Shores, AL 36547



ALABAMA HIGHWAY 182



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MEAN HIGH TIDE LINE

GULF OF MEXICO



EASEMENT:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING LANDWARD OF THE MEAN HIGH TIDE LINE AND SEAWARD OF THE CONSTRUCTION CONTROL LINE AS DESCRIBED ON THE CERTAIN MEAN HIGH TIDE LINE SURVEY BASE MAP RECORDED IN THE PROBATE RECORDS OF BALDWIN COUNTY, ALABAMA, AT SLIDES 2015E, 2015F, 2016A, 2016B, 2016C, 2016D, AND 2016E, LESS, EXCEPT, AND EXCLUDING ALL PORTIONS OF SUCH PROPERTY LYING LANDWARD OF ANY BULKHEAD OR SEAWALL EXISTING SOUTH OF THE CONSTRUCTION CONTROL LINE AS SHOWN ON SUCH BASE MAP, AND LESS, EXCEPT, AND EXCLUDING ALL PORTIONS OF SUCH PROPERTY LYING BENEATH ANY HABITABLE STRUCTURES EXISTING SOUTH OF THE CONSTRUCTION CONTROL LINE AS SHOWN ON SUCH BASE MAP.

PROPERTY DESCRIPTION OF RECORD:

- LOT 18, BLOCK 3, UNIT 2, GULF SHORES, ACCORDING TO PLAT THEREOF RECORDED IN SAID RECORDS IN MAP BOOK 1, PAGE 166 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.
- PARCEL I: THE WEST HALF OF LOT 19, BLOCK 3, UNIT 2, GULF SHORES, ACCORDING TO PLAT THEREOF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA, IN MAP BOOK 1, PAGE 166.
- PARCEL V: THE EAST HALF OF LOT 19, BLOCK 3, UNIT 2, GULF SHORES, ACCORDING TO THE PLAT THEREOF RECORDED IN SAID RECORDS IN MAP BOOK 1, PAGE 166.

**EXHIBIT "A"**  
**Sketch for Easements – Beach Renourishment**  
**The City of Gulf Shores, Alabama**

Drawn By	D. HAYES	Scale	1" = 100'
Checked By	B.C.J.	Drawing File Location:	BEACH\EASEMENTS\
Township 9 South, Range 3 East & Range 4 East, Baldwin County, Alabama			
Project No.	599-190	Date	8/24/2000
			<b>Lucido &amp; Oliver Inc.</b> Consulting Engineers & Land Surveyors 1538 Gulf Shores Parkway Gulf Shores, Alabama 36542 Tel.: (334) 967-3250 Fax: (334) 967-3251 email: lolncorp@gulftel.com