

WARRANTY DEED

BALDWIN COUNTY, ALABAMA  
HARRY D OLIVE, JR. PROBATE JUDGE  
Filed/cert. 7/21/2021 11:10 AM  
DEED TAX \$ 7591.00  
TOTAL \$ 7628.00  
9 Pages

1930464



STATE OF ALABAMA :

COUNTY OF BALDWIN :

KNOW ALL MEN BY THESE PRESENTS, that D & E Investments, L.L.C., an Alabama Limited Liability Company, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration acknowledged to have been paid to the said Grantor by Kiva Village, LLC, an Alabama Limited Liability Company, the Grantee, does GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, subject to the provisions contained in this Warranty Deed, all that real property in the County of Baldwin, State of Alabama, described as follows, to-wit:

Commence at a ½ inch capped rebar (Robert Hire) found at the Northeast Corner of Lot 163 of Kiva Dunes Subdivision, Phase Two, as recorded on Slides 1605A and 1611A in the Office of the Judge of Probate, Baldwin County, Alabama and being on the West right of way of Kiva Way, a 40 foot wide private drive, thence run North 00 degrees 13 minutes 35 seconds East, along said West right of way for a distance of 240.16 feet; thence run in a Northeasterly direction along said Kiva Way along a curve to the right having a radius of 76.00 feet for an arc distance of 119.38 feet, a chord of North 45 degrees 13 minutes 35 seconds East, for a distance of 107.49 feet, to a point on the North right of way of said Kiva Way and being the POINT OF BEGINNING: Thence run North 02 degrees 18 minutes 11 seconds West, for a distance of 95.90 feet; thence run North 00 degrees 00 minutes 00 seconds East, for a distance of 72.78 feet, more or less, to the South line of Conservation Easement Line No. 15, as recorded in Instrument 701147, Exhibit "A", Pages 25, 26 and 27 in the Office of the Judge of Probate, Baldwin County, Alabama; thence run North 84 degrees 45 minutes 09 seconds East, along said South line of said Conservation Easement, for a distance of 417.23 feet, more or less; thence run South 00 degrees 00 minutes 00 seconds East, for a distance of 107.21 feet, more or less, thence run South 17 degrees 26 minutes 23 seconds East, for a distance of 54.22 feet; thence run South 00 degrees 56 minutes 33 seconds East, for a distance of 46.84 feet; thence run South 81 degrees 57 minutes 21 seconds West, for a distance of 19.21 feet to the North right of way of said Kiva Way; thence run North 89 degrees 45 minutes 44 seconds West, along said North right of way of Kiva Way, for a distance of 409.63 feet to the Point of Beginning. Containing 1.82 acres, more or less, and is in Fractional Section 29, Township 9 South, Range 2 East, St Stephens Meridian, Baldwin County, Alabama. (Description composed from an actual field survey and records).

TOGETHER WITH THE NONEXCLUSIVE LIMITED EASEMENT OF INGRESS, EGRESS AND PARKING OVER AND ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY:

Commence at a ½ inch capped rebar (Robert Hire) found at the Northeast Corner of Lot 163 of Kiva Dunes Subdivision, Phase Two, as recorded on Slides 1605A and 1611A, in the Office of the Judge of Probate, Baldwin County, Alabama, and being on the West

right of way of Kiva Way, a 40 foot wide private drive; thence run North 00 degrees 13 minutes 35 seconds East, along said West right of way, for a distance of 240.16 feet; thence run in a Northeasterly direction along said Kiva Way, along a curve to the right having a radius of 76.00 feet for an arc distance of 119.38 feet, a chord of North 45 degrees 13 minutes 35 seconds East, for a distance of 107.49 feet; thence run South 00 degrees 13 minutes 35 seconds West, for a distance of 40.00 feet to the South right of way of said Kiva Way; thence run South 89 degrees 46 minutes 25 seconds East, along said South right of way for a distance of 298.00 feet to the POINT OF BEGINNING: Thence continue along said South right of way, South 89 degrees 46 minutes 25 seconds East, for a distance of 33.00 feet; thence run South 28 degrees 00 minutes 00 seconds West, for a distance of 7.70 feet; thence run South 05 degrees 00 minutes 00 seconds East, for a distance of 8.00 feet; thence run South 85 degrees 00 minutes 00 seconds East, for a distance of 18.50 feet; thence run South 00 degrees 00 minutes 00 seconds West, for a distance of 57.00 feet; thence run North 90 degrees 00 minutes 00 seconds West, for a distance of 18.00 feet; thence run South 00 degrees 00 minutes 00 seconds West, for a distance of 12.70 feet; thence run North 90 degrees 00 minutes 00 seconds West, for a distance of 47.00 feet; thence run North 00 degrees 00 minutes 00 seconds East, for a distance of 74.00 feet; thence run North 90 degrees 00 minutes 00 seconds East, for a distance of 17.00 feet; thence run North 02 degrees 23 minutes 57 seconds West, for a distance of 12.22 feet to the South right of way of Kiva Way and the Point of Beginning. Being in Fractional Section 29, Township 9 South, Range 2 East, St. Stephens Meridian, Baldwin County, Alabama. (Description composed from an actual field survey and records).

The above-described nonexclusive limited easement is subject to and limited by the provisions of the Declaration of Condominium of Kiva Village Buildings I and II, a Condominium, to be recorded after this Deed.

There is reserved to the Grantor a permanent and perpetual nonexclusive easement for the purpose of ingress, egress, utilities and maintenance in, over, across and under the non-navigable private body of water and Lake falling partially within the real property described above.

Excepting herefrom and reserving unto the Grantor all remaining oil, gas, and other minerals which are situated in, on or under the property described above, together with all of the necessary rights of ingress and egress over and across said property, which have not previously been reserved or conveyed by previous owners, for the purpose of exploring for, taking and removing oil, gas and other minerals from said property.

**THIS CONVEYANCE AND THE WARRANTIES CONTAINED IN THIS WARRANTY DEED ARE MADE SUBJECT TO THE FOLLOWING:**

All ad valorem taxes and assessments.

Encroachments, overlaps, boundary line disputes and any other matter which would be disclosed by an accurate survey and inspection of the real property described above.

Easements or claims of easements shown or not shown by the public records.

The manner in which all the minerals in, on or under the property described in this deed are now vested.

Interest created by or limitations and restrictions imposed on the use of the real property described above as established by the Coastal Barrier Resources Act, 16 U.S.C. Section 3501, et seq., as amended, U.S. Corps of Engineers, or other federal, state, or local law or regulation.

Zoning ordinances, planning and subdivision regulations and other restrictions or regulations upon the use of the real property described above as may be imposed by Baldwin County, Alabama, or the City of Gulf Shores or any other governmental authorities having jurisdiction over the real property described above.

Terms and conditions of all permits and licenses of federal, state and local government, including applicable agencies and departments and private and quasi-governmental agencies having jurisdiction over the real property described above.

Terms, conditions and provisions of the Declaration of Covenants, Conditions and Restrictions of Kiva Dunes dated February 16, 1995 and recorded February 17, 1995 in Miscellaneous Book 81, Pages 1650 through 1718 as amended by Amendment to Declaration of Covenants, Conditions and Restrictions of Kiva Dunes dated February 28, 1997 and recorded March 5, 1997 in Miscellaneous Book 92, Pages 749 through 750 as further amended by instrument dated November 17, 1997 and recorded November 21, 1997 in Miscellaneous Book 96, Pages 538 through 540 as amended, including, but not limited to the Third Amendment (the "Master Declaration").

Terms, conditions, provisions and obligations of the Third Amendment to Declaration of Covenants, Conditions and Restrictions of Kiva Dunes dated July 5, 2021 and recorded July 21, 2021 as Instrument Number 1930462, Pages 1 through 28 (the "Third Amendment").

Terms, conditions, provisions and obligations of the Declaration of Easements and Covenant to Maintain and Share Costs Relating to Common Areas in Kiva Dunes dated July 5, 2021 and recorded July 21, 2021 as Instrument Number 1930463, Pages 1 through 16 (the "Covenant").

Terms, conditions, provisions and obligations of the Ingress, Egress, and Use Easement (Cross-Easement) dated August 31, 2000 and recorded September 1, 2000 as Instrument Number 561198, Pages 1 through 4 (the "Cross-Easement").

Terms, conditions, provisions and obligations of the Statutory Warranty Deed from D & E Investments, L.L.C. to Kiva Dunes Master Owners' Association, Inc. dated February 28, 1997 and recorded March 6, 1997 in Real Property Book 738, Pages 1397 through 1400 (the "Common Area Deed").

Terms, conditions, provisions, obligations and limitations provided for in: (i) that certain instrument from the State of Alabama, Department of Conservation and Natural Resources, State Parks Division, to the Founder by instrument dated August 31, 1994 and recorded December 7, 1994, in Real Property Book 605, Pages 394 through 399 (the "Driveway Easement - Kiva Way"), and (ii) that certain instrument from the State of Alabama, Department of Conservation and Natural Resources, State Parks Division, to Plantation Resort Management, Inc. by instrument dated October 27, 1995 and recorded November 25, 1995 in Real Property Book 658, Pages 678 through 683 (the "Driveway Easement - Plantation Drive"). The Driveway Easement - Kiva Way and the Driveway Easement - Plantation Drive are collectively referred to as the "Driveway Easement".

Terms, conditions, provisions, obligations, and limitations on the use of the real property as described in: (i) the Cross-Easement, (ii) the Common Area Deed, (iii) the Nonexclusive Easement Common Area, (iv) Kiva Way or (vi) Plantation Drive, as set out in the Master Declaration, Third Amendment, Covenant and any other documents of

record pertaining to the right to use the Driveway Easement, Nonexclusive Easement Common Area, Kiva Way or Plantation Drive.

Matters shown or reflected on the plat of Kiva Dunes, Phase One recorded in Slide 1543-B and Slide 1544-A and the plat of Kiva Dunes, Phase Two recorded in Slide 1605-A and Slide 1611-A.

Matters shown or reflected on the survey dated August 17, 2020 by J. Marshall Smith Surveying, Inc., including, but not limited to, encroachment of two (2) Porte Co-Cheres onto Kiva Way.

Terms, conditions, provisions, obligations and limitations contained in the Alabama Department of Environmental Management Coastal Area Management Program Non-Regulated Use Permit issued by the Alabama Department of Environmental Management pertaining to Kiva Dunes.

Terms, conditions, provisions, obligations and limitations contained in the Fish & Wildlife Permit and Fish & Wildlife Covenants.

Terms, conditions, provisions and restrictions contained in Declaration of Alabama Beach Mouse Protective Covenants of Kiva Dunes by D & E Investments, LLC, an Alabama Limited Liability Company dated February 16, 1995 and recorded February 17, 1995 in Miscellaneous Book 81, Pages 1719 through 1752 including, but not limited to the right of Kiva Dunes Master Owners' Association, Inc. to levy assessments and file liens for assessments on any portion of the real property described above.

Rights of other parties, the United States of America or State of Alabama, in and to the shore, littoral or riparian rights to the property which lies adjacent to the non-navigable private body of water and Lake.

Terms, conditions, restrictions and obligations contained in the Conservation Easement and Declaration of Restrictions and Covenants contained in that certain instrument dated December 31, 2002 and recorded December 31, 2002 as Instrument Number 701147, Pages 1 through 27 as they may apply to the real property described above.

Reservation of all oil, gas and other minerals and all rights in connection therewith, as contained in Deed from Erie H. Meyer to Resort Investment Corporation, an Alabama Corporation, dated July 9, 1984, and recorded July 9, 1984 in Real Property Book 182, Pages 1751 through 1760.

Oil, gas and mineral lease and all rights in connection therewith by Erie H. Meyer, to Getty Oil Company, dated March 13, 1981 and recorded March 24, 1981 in Real Property Book 87, Pages 927 through 932, and by instrument dated April 20, 1984, and recorded September 4, 1984 in Real Property Book 188, Pages 1874 through 1879.

Rights of other parties in and to the existing roads, common areas, easements and drainage and utility easements as shown on the recorded plats of the subdivisions recorded on Slides 1543-B, 1544-A, 1605-A and 1611-A.

Terms and conditions of Sewer Tap Reservation Agreement between South Alabama Sewer Service, Inc. and E. A. Drummond, doing business as D & E Investments, a Partnership dated September 1, 1993 and recorded January 27, 1995 in Real Property Book 611, Pages 1741 through 1746.

Electric Line - Right of Way Easement from D & E Investments, L.L.C., an Alabama Limited Liability Company to Baldwin County Electric Membership Corporation undated and recorded August 8, 1994 in Real Property Book 587, Pages 1614 through 1616.

Reservation of all oil, gas, and other minerals and all rights in connection therewith, as contained in deed from Erie H. Meyer to Resort Investment Corporation, an Alabama Corporation, dated September 2, 1982 and recorded September 7, 1982 in Real Property Book 120, Pages 1130 through 1142. (This applies to the private drive known as Plantation Drive.)

Easements and rights of way granted Gulf Shores Utility Corporation by Resort Investment Corporation, an Alabama Corporation, dated November 19, 1982, and recorded November 22, 1982 in Real Property Book 125, Pages 1397 through 1399. (This applies to the private drive known as Plantation Drive.)

Nonexclusive easement granted Gulf Shores Utility Corporation by instrument dated March 8, 1983 and recorded March 9, 1983 in Real Property Book 134, Pages 774 through 775. (This applies to the private drive known as Plantation Drive.)

Grant of Right of Way and Easement to Gulf Shores Utility Corporation dated March 3, 1983, recorded March 9, 1983 in Real Property Book 134, Pages 776 through 778. (This applies to the private drive known as Plantation Drive.)

Deed and Easements to Water Mains and Associated Systems for the Gulf Shores Plantation from the Waterworks Board of the Town of Gulf Shores to Resort Investment Corporation of Alabama, an Alabama Corporation by instrument dated June 7, 1983 and recorded July 1, 1983 in Real Property Book 145, Pages 1248 through 1250. (This applies to the private drive known as Plantation Drive.)

Deed and Easements to Sewer Lines granted Gulf Shores Utility Corporation to Resort Investment Corporation of Alabama, an Alabama Corporation by instrument dated October 5, 1984 and recorded October 9, 1994 in Real Property Book 192, Pages 991 through 992. (This applies to the private drive known as Plantation Drive.)

Encroachments, dune lines, setback lines and power lines and drainage and utility easements and facilities and existing roads as depicted on map or survey as recorded September 1, 1983 in Miscellaneous Book 46, Pages 612 through 615 and recorded July 8, 1984 in Miscellaneous Book 50, Pages 409 through 414 and dated November 13, 1984 and recorded December 24, 1986 in Miscellaneous Book 58, Pages 1654 through 1665. Rights of other parties in and to existing roads and utility easements and facilities as specifically shown and located on survey by Rowe Surveying and Engineering dated November 13, 1984 and recorded December 24, 1986 in Miscellaneous Book 58, Pages 1654 through 1665. (This applies to the private drive known as Plantation Drive.)

Rights of other parties in and to the 24 foot access road known as Plantation Drive. (This applies to the private drive known as Plantation Drive.)

Easement for water, sewer, electricity, etc., under the access road and under the property lying within 24 feet of each side of said road in deed from Resort Investment Corporation of Alabama to Holiday Properties, Inc. dated February 27, 1987 and recorded March 17, 1987 in Real Property Book 281, Pages 223 through 229. (This applies to the private drive known as Plantation Drive.)

Electric Line Right of Way Easement from Cecil Ward to Baldwin County EMC, dated November 21, 1991 and recorded March 27, 1992 in Real Property Book 455, Pages 376 through 378. (This applies to the private drive known as Plantation Drive.)

Agreement of Nonexclusive Easement for Ingress, Egress and Utilities from Royal Gulf Beach and Racquet Club Condominium Association, Inc. to Cecil Ward, Jerry E. Wells and James L. Lane dated November 2, 1993 and recorded November 4, 1993 in Real

Property Book 540, Pages 1434 through 1437. (This applies to the private drive known as Plantation Drive.)

Terms and conditions contained in Ingress, Egress and Use Easement from Cecil Ward, Jerry E. Wells and James L. Lane to Resort Conference Centre, Gulf Shores Plantation Condominium Association, Inc. dated April 5, 1993, and recorded April 27, 1993 in Real Property Book 508, Pages 1211 through 1214. (This applies to the private drive known as Plantation Drive.)

Agreement of Nonexclusive Easement for Ingress, Egress and Utilities from Cecil L. Ward, Jerry E. Wells and James L. Lane to E. A. Drummond, dated April 12, 1994, and recorded April 12, 1994 in Real Property Book 567, Pages 539 through 541. (This applies to the private drive known as Plantation Drive.)

Appurtenant Easement Deed from The Royal Gulf Beach and Racquet Club Condominium Association, Inc., an Alabama Not-for-Profit Corporation to D & E Investments, L.L.C., an Alabama Limited Liability Company, Kiva Village, LLC, an Alabama Limited Liability Company and Kiva Dunes Master Owners' Association, Inc., an Alabama Corporation dated November 7, 2005 and recorded November 16, 2005 as Instrument Number 936278, Pages 1 through 2. (This applies to the private drive known as Plantation Drive.)

Terms and conditions of License Agreement by and between Brant Enterprises, Inc. and D & E Investments, L.L.C., an Alabama Limited Liability Company dated September 15, 2000 and recorded September 25, 2000 as Instrument Number 564205, Page 1. (This applies to the private drive known as Plantation Drive.)

Nonexclusive easement from Erie H. Meyer to Gulf Shores Utility Corporation, an Alabama Corporation dated November 10, 1982 and recorded November 22, 1982 in Real Property Book 125, Pages 1393 through 1396. (This applies to the private drive known as Plantation Drive.)

Rights of other parties to use Plantation Drive and Kiva Way.

Reservation of oil, gas and other minerals as contained in deed from Erie H. Meyer to Resort Investment Corporation of Alabama dated September 1, 1983 and recorded September 1, 1983 in Real Property Book 152, Pages 797 through 804. (This applies to the private drive known as Plantation Drive.)

Easement from D & E Investments to the Utilities Board of the City of Gulf Shores dated June 3, 1995 and recorded November 2, 1995 in Real Property Book 653, Pages 1927 through 1931. (This applies to the private drive known as Kiva Way and to the private drive known as Plantation Drive.)

Mineral Deed from CAF Corporation to W. D. Brenson dated July 12, 1971 and recorded September 9, 1971 in Deed Book 419, Pages 412 through 414. (This applies to the private drive known as Kiva Way.)

Reservation of minerals as contained in Deed from June M. Foreman and Clyde Foreman to American National Bank and Trust Company of Mobile, as Trustee dated December 31, 1968 and recorded September 9, 1971 in Deed Book 419, Page 386 through 387 as corrected by Correction Deed from June M. Foreman and Clyde Foreman to the American National Bank and Trust Company of Mobile, as Trustee dated July 12, 1971 and recorded September 9, 1971 in Deed Book 419, Pages 453 through 456. (This applies to the private drive known as Kiva Way.)

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and

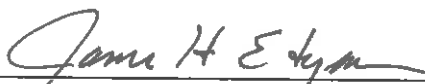
appurtenances hereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD unto the Grantee, and the successors and assigns of said Grantee, in fee simple, FOREVER.

And, except as to the above and taxes hereafter falling due, which are assumed by the Grantee, the Grantor, for the Grantor and for the successors and assigns of the Grantor, COVENANTS AND WARRANTIES to and with the Grantee, and the successors and assigns of said Grantee, that the Grantor is seized of an indefeasible estate in fee simple in and to said real property and has a good and lawful right to sell and convey the same; that the Grantor is in quiet and peaceable possession of said real property; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and the Grantor does WARRANT AND WILL FOREVER DEFEND the title to said real property, and the possession of said real property, unto the Grantee, and the successors and assigns of said Grantee, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed on this the 1<sup>st</sup> day of July, 2021.

D & E Investments, L.L.C., an Alabama Limited Liability Company

By:

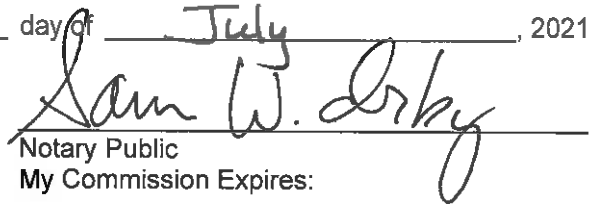
  
James H. Edgemon  
Its: Authorized Agent

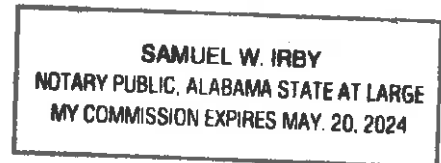
STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that James H. Edgemon, whose name as Authorized Agent of D & E Investments, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Authorized Agent and with full authority, executed the same voluntarily for and on behalf of said Company.

Given under my hand and seal this 1<sup>st</sup> day of July, 2021.

  
Notary Public  
My Commission Expires:



Address of Grantor:

815 Plantation Drive  
Gulf Shores, Alabama 36542

Address of Grantee:

815 Plantation Drive  
Gulf Shores, Alabama 36542

THIS INSTRUMENT PREPARED BY:

Sam W. Irby  
Irby & Heard, P.C.  
Attorneys at Law  
Post Office Box 1031  
Fairhope, Alabama 36533  
(251) 928-4555

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**Real Estate Sales Validation Form**

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name D & E Investments, L.L.C.  
Mailing Address 815 Plantation Drive  
Gulf Shores, Alabama 36542

Grantee's Name Kiva Village, LLC  
Mailing Address 815 Plantation Drive  
Gulf Shores, Alabama 36542

Property Address Metes and bounds in Section 29  
Township 9 South Range 2 East

Date of Sale 07/05/21  
Total Purchase Price \$ 7,590,600.00  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ \_\_\_\_\_

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- Bill of Sale
- Sales Contract
- Closing Statement
- Appraisal
- Other Baldwin County Revenue Commissioner

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

**Instructions**

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date July 20, 2021

Print JAMES H Edgemon

Unattested  
(verified by)

Sign James H Edgemon  
(Grantor/Grantee/Owner/Agent) circle one

Print Form