

Southern Realty Inc.

392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA 36532
TELEPHONE: (205) 928-7962

September 4, 1974

Fairhope Single Tax Corporation
336 Fairhope Avenue
Fairhope, Alabama 36532

Gentlemen:

We hereby request transfer of property known as
Brown's Subdivision and described on attached.

Transfer from Lorenza E. Brown and Joyce E. Brown
to B. F. Richie and Ethel M. Richie, in joint owner-
ship.

Consideration is \$4,000.00

Terms are to be cash.

Improvements consist of the cost of clearing and the
removal of an old garbage dump.

Thank you,

Barbara Manders
Barbara Manders

Approved by the Executive Council
Sept 5, 1974.
Ruth E. Rackwell, Sec.

Southern Realty Inc.

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FAIRHOPE, ALABAMA 36532
TELEPHONE: (205) 928-7962

September 4, 1974

Fairhope Single Tax Corporation
336 Fairhope Avenue
Fairhope, Alabama 36532

Gentlemen:

We hereby request transfer of property known as Brown's
Subdivision and described as follows:

Beginning at a point on the north boundary of County
Road #44, which point is 1,605.13 feet east of, and
40 feet north of, the southwest corner of Sec. 22
T6S, R2E; thence run east along the north boundary
of said County Road 257.40 feet; thence run N-00-00'-
39"-W, 627.17 feet; thence run N-89o-59'-50"-W, 257.
37 feet; thence run S-00-00'-42"-E, 627.18 feet to
the point of beginning, containing 3.70 acres, more
or less.

Transfer from Lorenza E. Brown and Joyce E. Brown to
Earnest L. Hooks and Pamela S. Hooks, in joint
ownership.

Consideration is \$6,000.00, \$1,800 down balance to
be secured by a mortgage to Lorenza E. Brown, with
the permission of the Fairhope Single Tax Corp.

Improvements consist of: old house, 1 pear tree,
9 pecan trees, 1 very large oak, pipe for pump
in ground, 1 cherry tree, 1 dogwood tree, clearing
and stump removal.

Thank you; m

Barbara J. Manders
Barbara J. Manders

Request hereby given for the agent to Mortgage
BGM

Fairhope Single Tax Corporation
336 Fairhope Avenue
Fairhope, Alabama 36532

Gentlemen:

We hereby request transfer of property known as Brown's
Subdivision and described as follows:

Beginning at a point on the north boundary of County
Road #44, which point is 1,347.73 feet east of and
40 feet north of the southwest corner of Sec. 22,
T6S, R2E; thence run east along the north boundary
of said County Road 257.40 feet; thence run N-00--
9'-42"W, 627.18 feet; thence run N-89-59'-50"-W,
257.37 feet; thence S-90-00'45"-E, 627.19 feet to the
point of BEginning, containing 3.70 acres, more or
less. (lot 1)

transfer from Lorenza D. Brown and Wife to Bruce T.
Hulse and Mary A. Hulse.

Consideration is \$6,000.00

Terms are to be cash.

Improvements consist of : Bahama crop, 4 rolls of
barbed wire, 125 fence posts, 7 large pecan trees,
1 fig tree, 20 small pines, bush-hogged and stumps
removed.

Thank you;

Barbara Manders
Barbara Manders

*Approved by the Executive Council
Sept. 5, 1974 subject to final
compliance with Health Dept. require
Keith C. Rockwell, Sr.*

*Septic tank permit turned in.
Lease delivered to Mary Hulse 10/29/74 - K.E.R.*

maintaining thereon, without any claim of the surrendering lessee on account of such improvements, and the Corporation may, without
surrender of a leasehold where the portion surrendered or retained, would not, in its opinion, be desirable to other lessees.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN DUPLICATE,

THIS 6th September, 19 74
BY ORDER EX. CO. September 5, 19 74

FAIRHOPE SINGLE TAX CORPORATION

James A. Lindgren

PO BOX 125

GARDINER, N. Y. 12525

March 23, 1973

Mrs. Ruth E. Rockwell, Secretary
Fairhope Single Tax Corporation
340 Fairhope Avenue
Fairhope, Alabama 36532

Subject: Lease to the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 27-6-2
of lands of the Fairhope Single Tax Corp.

Dear Mrs. Rockwell:

In reply to your letter of March 19, 1973, we would like to make the following statements:

1. We understand that the selling price on the subject property is \$28,000 and we consider it acceptable.

2. From our visit to the office of the Fairhope Single Tax Corporation on January 17, 1973, we understand that the rent for 1973 on the subject property is \$262.59. It is also understood that at some time in the near future the rent will be increased to \$391.00. This will be acceptable to us.

3. We further understand from the aforementioned visit to the Fairhope Single Tax office and from subsequent discussions with Mrs. Virginia S. Murray and Mr. Duncan Turnbull of the Turnbull Realty Company of Point Clear, Alabama, that as the value of the land changes the rent also changes. The fact of this relationship of rent with respect to the value of the land was a part of our deliberations when considering the selling price of the property and is acceptable.

The foregoing statements represent our understanding of the conditions affecting the subject lease and our acceptance of them.

Very truly yours,

James A. Lindgren

James A. Lindgren

cc: Mrs. Virginia S. Murray

James A. Lindgren

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James A. Lindgren

cc: Mrs. Virginia S. Murray

AFFIDAVIT OF RALPH WARE

STATE OF ALABAMA)
)SS
COUNTY OF BALDWIN)

Ralph Ware being duly sworn deposes and says:

1. I am 63 years of age, I am an American citizen having been born in Andersonville, Michigan, on November 21, 1921.

2. I was educated in this country and received training in mechanical engineering from the University of Michigan in 1941 and Ford Motor Company Engineering School.

3. I was employed as a professional estimator and cost engineer prior to my retirement in 1984. I was employed in that capacity for approximately thirty-five years by the U.S. Army Corps of Engineers as well as by private contracting firms subsequent to my employment with the government service.

4. Among the things I did in the above described capacity have been

(a) to prepare cost analyses and/or other financial information or data to be studied, examined and analyzed by others, and

(b) to study, examine and analyze lists of figures and/or other financial information and data prepared by others.

5. In the course of said thirty-five years my work consisted, to a great degree, of statistical analysis with respect to labor and material costs, and to subcontracting as it pertains to construction and real estate cost estimates.

Those of said leases which were not included in said analyses were omitted because as to those leases the data and information in said Rent Lists were incomplete.

12. I am informed that the resolution of the Executive Council of FSTC, adopted on November 15, 1976, determining the rents for 1977 reads as follows:

"It was moved and carried...[to adjust] rents on lands bene-fitted [sic] by the new public parking facility financed by the Colony, such adjustment to be five per cent of the 1976 rent. ...

"It was moved and carried to set all other rents for 1977 at the same level as 1976."

The only rent increases for 1977 was to be a parking lot charge of 5% but only for those leaseholds that "benefitted" from the new parking lot.

The number of such 5% "parking lot" increases for 1977 appears to have been 69 out of a total of over 900 leases.

Nevertheless, the rent of one leasehold, without any apparent reason or justification was increased for 1977 by 24%.

That leasehold in 1976 was held in the name of Henry H. Sully. In 1977 it was held in the name of Ruth Sully and Jack Pope.

The area of the leasehold was 18.32 acres. In 1976 the rent had been \$1,829.40.

In 1977 it was increased to \$2,263.64, a 24% increase.

This increase appears to be flatly contrary to the rent resolution for 1977 (which had been adopted by the Executive Council) above set forth because

*Two parcels
Ruth Sully & Jack Pope*

*Do + pay more ASK
Two leaseholds merged into one*

[illegible]

SECTION		BLOCK		LOT		ACRES	
Section 16		S 1/2 NW 1/4 SW 1/4 less 53.75'		18.325 Acres			
LESSEE							
TODD, W. R. & MRS.							
SULLY, HENRY H. JR.,						3/4/71	
SULLY, RUTH & POPE						12/14/76	
To F&PE Partners 4/5/79							
YR.	N	E	S	W			
67	Per Acre				7.03		
CALCULATIONS							
18.325 Acres @ 7.03						128.82	
Less 4 Acres @ 1/3 off 9.36							
7 1/2 Acres @ 2/3 off 35.10							
						44.46	
						84.36	
Paving 1882.4' @ .03						56.48	
RER-67						140.84	
4 @ zones 1 to 5 .04 x 167 x 552.46						14.806	
4 @ 50/628-.7411-.029644 x 589						17.460	
						32.266	
						10.44	
						336.86	
9.843 Acres @ 7.03						69.20	
666.7' Paving @ .03						20.00	
RER-68						426.06	
RER-70 Country 263.92							
Comp-70 City - 816.42							
RER-72 City 816.42							
Country 309.84							
Receipt to H.H. Jr. 1146.25							
Comp 75 Country 501.16							
City 1915.26							
Less 75 Adj. C. 348.32							
City 1829.40							
+ 434.24							
Green Book - City 2,263.64							
Country 348.32							
2,611.96							
2,177.72							
+ 434.24							
2,611.96							
City 2655.24							
Country 435.40							
DWG-79							

Stukenholtz, Helen E. et al
Lm B-1, D-1

1969 Rent Program
Projected
17886 ✓

8943 ✓ 8943

1976 Rent
1st 2nd
17836 ✓ 8943 8942 ✓

1977 Rent
1st 2nd
17836 ✓ 8943

~~Sullivan, Charles D. & Mrs.~~

7162 ✓

2581 ✓ 2581

7162 ✓ 2581 2581

~~pt h-9, B-18, D-2~~
Sullivan, Richard P. L-8, B-B Janglewood

4690

9380 ✓ 4690 4690 ✓

9380 ✓ 4690

Sullivan, Daniel J. & Mrs.

7790 ✓

3895 ✓ 3895

7790 ✓ 3895 3895 ✓

L-C, B-6, Golf Cse
Sullivan, Edgar J. & Mrs. S 300' E 243' 17-6-2

161300

43424
62088

31044 ✓ 31044

Less r.o.w. 8800 2nd 1st 1st 1st

43424 ✓ 21712 21712 ✓

7790 ✓ 3895
(164300)

Sully, Henry H. Sr.
150' x 250' S 41' Cor 20 1/4 20 1/4 Sec 16

Sully, Henry H. Jr. Est.
pts 2+14, L-1, B-4, D-3

58890

29445 ✓ 29445

58890 ✓ 29445 29445 ✓

58890 ✓ 29445

do 18.325 A - S-16
Sully, Ruth & Pope, Jack E C
do City

C

32986 40372
53476
81642 111526
182140

250581 250581
957631 95763

24832 ✓ 17416 17416 ✓
182740 ✓ 91470 91470 ✓

34832 ✓ 17416
226364 ✓ 113182

Summerlin, Robert L. & Mrs.
pts 4+5, B-16, D-2

14798 ✓

7399 ✓ 7399

14798 ✓ 7399 7399 ✓

14798 ✓ 7399

Summer, Jack M. & Mrs
2A S-10

C

4502 ✓

2251 ✓ 2251

4502 ✓ 2251 2251 ✓

4502 ✓ 2251

do pt S-11

C

7500 ✓

3750 ✓ 3750

7500 ✓ 3750 3750 ✓

7500 ✓ 3750

do 7.61 A S-11

C

15898 ✓

7949 ✓ 7949

15898 ✓ 7949 7949 ✓

15898 ✓ 7949

438156

219078 219078

405002 202501 202501

311840 198120

ZIP-O-RITER

DO-ALL MASTER

NAME

ADDRESS

CITY

Sully & Pope et al
%Mrs. Ruth Sully,
300 N. Bayview
Fairhope, Alabama 36532

8.69 Acres
NW 1/4 SW 1/4
Sec. 16, City

ACCT. NO.

SHEET NO.

CREDIT LIMIT

MADE IN U.S.A.

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE	PREVIOUS BALANCE
	PREVIOUS BALANCE <i>fr Sully Sr. & Sully Est.</i>				
<i>1 Dec. 15</i>	<i>lease 434</i>	<i>500</i>	<i>500</i>		<i>2263</i>
		<i>500</i>	<i>500</i>		<i>1131</i>
<i>1977</i>	<i>Rent Charge</i>	<i>226364</i>			
	<i>1st Half</i>			<i>113182</i>	
<i>Jan. 25</i>	<i>ch. 468</i>		<i>113182</i>		
	<i>2nd Half 1977</i>	<i>226364</i>	<i>113182</i>	<i>113182</i>	
<i>July 28</i>	<i>ch 120</i>		<i>113182</i>		
		<i>226364</i>	<i>226364</i>		
<i>1978</i>	<i>Rent Charge</i>	<i>226364</i>			
	<i>1st Half</i>			<i>113182</i>	
<i>Jan 27</i>	<i>ch 256</i>		<i>56592</i>		
<i>3/15</i>	<i>ch-Pope 256</i>		<i>56592</i>		
	<i>2nd Half 78</i>			<i>113182</i>	
<i>8/9</i>	<i>Sully-ch 31</i>		<i>56591</i>		
<i>9/28</i>	<i>Pope-ch 34</i>		<i>56589</i>		
		<i>226364</i>	<i>226364</i>		
<i>1979</i>	<i>Rent Charge</i>	<i>226364</i>			
	<i>1st Half</i>			<i>113182</i>	
<i>2/14</i>	<i>ch 70</i>		<i>66381</i>		

Transferred Pay Ex Council
April 5, 1979 to
Fairhope Partners, Ltd F-22

ZIP-O-RITER

DO-ALL MASTER

ZIP-O-RITER

DO-ALL MASTER

NAME

ADDRESS

CITY

Henry H. Sully, Sr.
Rt. 1, Box 115
Mentone, Ala. 35984

S 150 ft. of W 250 ft.
SW $\frac{1}{4}$ SW $\frac{1}{4}$
Sec. 16-6-2

MADE IN U.S.A.

MADE IN U.S.A.

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE	PREVIOUS BALANCE
	BALANCE FORWARD				
	Dec. 6 ck. B.T. + B. ²³⁸	500	500		
		500	500		
	1975 Rent Change 1st half	62088		31044	
	Mar. 19 ck. ³⁴	62088	31044	31044	
	Aug. 22 ck. ¹²⁰		31044		
	Mathematical error	18664 43424	62088	43424	
	1976 Rent change 1st half	43424	62088	18664	
	Jan 17 ck ²¹⁶	43424	3048	21712	
	Jul 24 ck ³⁴⁶	43424	21712	43424	
Transferred 12-6-76 To					
Ruth J. Sully, Jack E. Pope & Wilma C. Pope					
S-729-A.					

ZIP-O-RITER

DO-ALL MASTER

ZIP-O-RITER

DO-ALL MASTER

NAME

ADDRESS

CITY

~~Henry H. Sully, Jr.~~
Henry H. Sully, Jr. Est
c/o Mrs H. H. Sully, Jr.

MADE IN U.S.A.

9.843 Acres
E $\frac{1}{2}$ of S $\frac{1}{2}$ of NW SW
Sec. 16

CITY

MADE IN U.S.A.

DATE	DESCRIPTION	CHARGES	✓	CREDITS	BALANCE	PREV. BALANCE
	BALANCE FORWARD 14500#869 260					
	1975 Rent Charge 1st Half	241642				
	mpu. 27 ckb. 42			120821		120821
	2nd Half 1975	241642		120821	120821	
	Mathematical error correction (8330)	223312		120821	102491	120821
	Dec 3 ckb. 186 Less pt in Country ledger on separate	(40372) 182940		102491		
	75 Dec #812 260	182940		182940		
	1976 Rent Charge 1st Half	182940				
	Jan 16 ckb. 214	182940		91470		
	2nd Half 76			91470	91470	
	Jul 9 ckb. 322	182940		91470		
		182940		182940		
Transferred 12-6-76 To						
Ruth J. Sully 1/2 interest +						
Jack E. Pope + Wilma C. Pope 1/2 interest						
S-729-A.						

- (a) the increase was not indicated to be due to any "benefit" which the land in question had received from "the new parking facility financed by the Colony" and
- (b) had it been such, it exceeded the 5% limit imposed by the rent resolution with respect to the "parking facility" "benefit".

This would, therefore, appear to be arbitrary rent discrimination against one specific lessee.

13. I am informed that the resolution of the Executive Council of FSTC, adopted on August 25, 1975, determining the rents for 1976 reads as follows:

"That there be no increase in rents for 1976 except in adjustments for specific instances where improvements such as paving, sidewalks, sewage, etc. have been installed."

Said Rent Lists indicate

- (a) that in 1976 FSTC actually did increase the rents of 32 lessees,
- (b) that in the case of 11 such lessees the rent increases for 1976 were due to the fact that each of the particular leaseholds in question had "benefited" (to use the word which FSTC used in its rent resolution of 11/15/76 above quoted at page 5) from a specific "improvement", i.e. a "parking lot". (Annexed hereto as Exhibit B is a list setting forth the names of said 11 lessees, the amounts of their respective rent increases for 1976, and the percentages of such increases over their 1975 rents. The percentages were uniformly 5%)

SECTION 6						
BLOCK 6						
LOT 4 (N122' / E54')						
LESSEE						
GRAHAM OIL COMPANY, INC.						
TRIANGLE REFINERIES, INC. 12/21/72						
WIGGINS, W. R. & MRS. 2/15/73						
YR.	N	E	S	W	MUL.	
67	50	25	11		10.44	
CALCULATIONS						
Cor .276/.11-All Inc- A+C+4' (B+D) 2.218						
.276 @ 64 = .7906 = .21821 x 54 11.783						
.276 @ zones 6'7 to 8'12 2.375						
11 @ zones 1 to 4'6 2.670						
Alley = .01629 x 54 .880						
19.926						
10.44						
CAG-64-RER-67 208.02						
Comp - 70 393.80						
alleg 18.38						
411.68						
plus 77 parking lot adj 20.58 = 432.26						
DWG-79 507.04						
6-3-82 Council action 482.90						

SECTION 15-17						
BLOCK 12						
LOT 5 (N67.1' / E34'8")						
LESSEE						
MERSHON, R. B., C. L. & LA NICCA, RUTH N.						
BARNHILL, BENJ. C. 3/15/73						
YR.	N	E	S	W	MUL.	
67	746	50			10.44	
CALCULATIONS						
Cor 746/50-inc-34.67'A+34.67'/17.1'C2.508						
746 @ 28=.4284=.31959 x 34.67 11.079						
506 @ zones 1 to 4.67'4 5.939						
746 @ zones 2'4 to 3.67'7 4.885						
24.411						
10.44						
CAG-64-RER-67 254.86						
Comp - 70 357.60						
77 Parking Lot adj + 17.88 #375.48						
DWG-79 440.44						
6-3-82 Council Action 419.46						

SECTION 5						
BLOCK 5						
LOT 6 & 7						
LESSEE						
STEINER, JULIUS L. & MRS. 11/2/61						
MILLS, MARY W. 3/17/75						
VINSANT, STANLEY A. & MRS. 9/12/77						
YR.	N	E	S	W	MUL.	
67			49	25	10.44	
CALCULATIONS						
36 @ 36 = .5236 = .1885 x 35.33 6.660						
36 @ 60/36 = .2354 = .08074 x 33.33 2.691						
36 @ 114/60 = .295 = .1062 x 33 3.505						
Alley = .01626 x 33 .537						
13.393						
10.44						
CAG-64-RER-67 139.82						
Comp - 70 232.190						
plus parking lot adj 77 11.62 = 243.92						
DWG-79 286.12						
6-3-82 Council Action 272.50						

2-A 35 27 22 16 15 14 11 10 2 1						
SECTION G79392X						
DIV. BLOCK						
1 6						
LOTS						
Lot 4 (W41'/E58')						
LESSEE						
YANCEY, THOMAS H. & MULLINS, H. C.						
SMART, LEONARD E. & MRS. 4/5/73						
SOUTHERN REALTY CO. 8/2/73						
& I PROPERTIES 7/2/81						
YR. N E S W MUL.						
67 15 12 10.44						
CALCULATIONS						
12 @ 85 = .9295 = .11154 x 41 4.573						
12 @ zones 5'9 to 6'13 .440						
15 @ zones 11 to 1'15 2.368						
7.381						
10.44						
CAG-64-RER-67 77.06						
plus '77 parking lot \$10.40 \$207.96						
\$218.36						
DWG-79 256.14						
6-3-82 Council action 243.94						
New Card						
Dec 1982						

2-A 35 27 22 16 15 14 11 10 2 1						
SECTION G79392X						
DIV. BLOCK						
1 8						
LOTS						
Lot 6 (W42'/N164') & Lot 7 (E3'/N165')						
LESSEE						
ZWAYER, WAYLAND & MRS.						
ZWAYER, BARBARA						
REID, JAMES H. & BEVERLY M. 3/9/83						
YR. N E S W MUL.						
67 12 10.44						
CALCULATIONS						
12 @ 157 = 1.1626 = .13951 x 45 6.278						
Alley .00601 x 45 .270						
6.548						
10.44						
CAG-64-RER-67 68.36						
Comp-78 114.20						
'77 plus parking lot adj +570 - 119.90						
DWG-79 140.64						
6-3-82 Council action 133.96						

All due to Paving/Curb/Sidewalk of

(c) that in the case of the other 21 such lessees there was no reason for such rent increases.

(Annexed hereto is Exhibit C a list setting forth the names of said 21 lessees, the amounts of their respective rent increases for 1976 and the percentage of such increases over their 1975 rents.)

This suggest that said 21 rent increases were arbitrary, were not due to any "improvements such as paving, sidewalks, sewage [parking lot] etc.," which constituted the only ground on which a rent increase was permitted for 1976 under the above quoted rent resolution of August 25, 1975, and were therefore totally unjustified.

That said 21 rent increases were arbitrary is further confirmed by the following:

Whenever FSTC increased the rent for a tract of land because that tract had been "benefitted" by a "parking lot" it fixed the amount of that increase at 5%. See, e.g., the rent resolution of November 15, 1976 (quoted above at page 5) by which FSTC fixed the rent of all its lessees for 1977 as "at the same level as 1976", but provided that the "rents on lands benefitted by the new parking facility financed by the Colony" be increased by 5%.

The rents of the 11 lessees set forth in said Exhibit B whose rents were reported in said Rent Lists to have been increased on account of "Parking Lot" were all increased by only 5%.

The rents of the lessees set forth in said Exhibit C whose rents were increased for no known reason - and certainly for none set

ground adjustment in country.

2-A
35
27
22
16
15
14
11
10
2
1

DIV. 172-3
 4

SECTION
BLOCK

G79392X
 Sec 17 SE $\frac{1}{4}$ SW $\frac{1}{4}$

LOTS
 W 262' +/- N $\frac{1}{2}$ SE $\frac{1}{4}$
 LESSEE

ANDREWS, ELLA W. (MRS. D. E.) EST.
 JOHNSON,, DOROTHEA L. 1/8/70

	YR.	N	E	S	W	MUL.
	67		2		1	10.4

CALCULATIONS

1 @ 262 = 1.268 = .01268 x 332.4
 CAG-61-RER-67
 Comp - 70
 76 adj
 DWG-79

4.215
 10.44
 44.00
 138.76
 189.26
 222.00

2-A	35	27	22	16	15	14	11	10	2	1																																										
SECTION										G78392X																																										
BLOCK																																																				
DIV. 24-15 4 N/Morphy E/Brown 24-37																																																				
LOTS																																																				
E 101' /W 319' /S 190'																																																				
LESSEE																																																				
KORNMEYER, MRS. ALICE S.																																																				
TURNER, FRED C. 7/30/8																																																				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 40%;"></th> <th style="width: 10%;">YR.</th> <th style="width: 10%;">N</th> <th style="width: 10%;">E</th> <th style="width: 10%;">S</th> <th style="width: 10%;">W</th> <th style="width: 10%;">MUL.</th> </tr> <tr> <td></td> <td style="text-align: center;">67</td> <td style="text-align: center;">7</td> <td></td> <td style="text-align: center;">7</td> <td></td> <td style="text-align: center;">10.44</td> </tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>												YR.	N	E	S	W	MUL.		67	7		7		10.44																												
	YR.	N	E	S	W	MUL.																																														
	67	7		7		10.44																																														
CALCULATIONS																																																				
$7 @ 159.86 = 1.16775 \times 101' \times .07$ $159.86/130 = .06275 \times 101' \times .07$ 8.256 .444 8.700 10.44 90.82																																																				
CAG-67 124.97																																																				
WTH-70 159.40																																																				
RER-76 adj 186.98																																																				
DW6-79																																																				

2-A 35 27 22 16 15 14 11 10 2 1
SECTION
G79392X

DIV.

BLOCK

4 - Golf Course
9

LOTS

Lot 15

LESSEE

MAURY, L. C. & MRS. 12/3/59
DUNNAM, STEVEN W. & MRS. 4/5/79
MAURY, L. C. & LOUISE P. 3/10/82
BROWNING, LANDON E. & MARY C. 6/27/83

	YR.	N	E	S	W	MUL.
	67			6	7	10.4

CALCULATIONS

Cor 7/6 - 1/2 inc- A+B+25' (C+D)

.206

7 @ zones 1 to 5'8

5.964

6 @ zones 1 to 5'7

1.784

7.954

10.44

CAG-61-RER-67

83.04

RER-70

119.04

76 adj - sidewalks etc.

124.46

DWG-79

146.00

2-A
35
27
22
16
15
14
11
10
2
1

DIV. 170-22
SECTION
G79392X

SECTION 16
W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

LOTS
Lot 2
Lee Parker Subdv.

LESSEE

HARRIS, JAMES B., & MRS.
10/9/72

LUCASSEN, GIRARD G., & MRS.
5/2/74

GRACE BIBLE CHURCH OF F'HOPE, INC.
6/2/83

YR.	N	E	S	W	MUL.

CALCULATIONS

232 X 621.25

PER-72 69 Bact 34.32
197.85

Comp. 75
271.48

less 76 adj - -92.70
171.78

DWG-79
214.72

Country Adjustment

ALPHA CODE

DIVISION

MB

OTH

12
11
10
9
8
7
6
5
4
3
2
1

2-A 35 27 22 16 15 14 11 10 2 1
DIV. 110-39 SECTION BLOCK G79392X
4 - Golf Course 6
LOTS
Lots 10, 11, 12
LESSEE
PARKER, JOHN S. & MRS. 5/18/67
YR. N E S W MUL.
67 4 10.44
CALCULATIONS
+ @ 158 - 1.164 - .04656 x 150 6.984
+ @ zones 1 to 8'16 4.029
73.76/ 158 .2490-.00996 x 94.11 .937
11.950
10.44
124.76
RER-68 202.74
RER-70 228.44
76 adj 267.96
DWG-79
DIVISION

2-A 35 27 22 16 15 14 11 10 2 1
DIV. 110-40 SECTION BLOCK G79392X
GOLF CSE. 7 (FSTC)
LOTS
9 & 10
LESSEE
PARKER, JOHN S. & MRS. 1/20/72
YR. N E S W MUL.
CALCULATIONS
76 adj. 164.74
178.08
DWG-79 208.88
DIVISION

2-A 35 27 22 16 15 14 11 10 2 1
DIV. 110-59 SECTION BLOCK G79392X
4 - Golf Course 5
LOTS
Lot 17
LESSEE
QUIGGLE, C. W. & MRS. 8/21/52
QUIGGLES, HOWARD J. & MRS. 3/1/76
QUIGGLE, MICHAEL R. & MRS. 6/27/79
BURNS, PETER & LAMB, HOLLY 4/18/79
KONEN, ANTHONY J. 5/20/81
YR. N E S W MUL.
67 7 6 8 10.44
CALCULATIONS
Cor 7/6- 1/2 inc-.234
7 @ zones 1 to 11 4.962
6 @ zones 1 to 10 6.491
8 @ zones 11 to 12 .062
11.749
10.44
122.66
CAG-61-RER-67
Comp. 70 141.50
76 adj 174.90
DWG-79 205.16
DIVISION
New card
11/7/84

2-A		35	27	22	16	15	14	11	10	2	1		
DIV. 120-5		SECTION		BLOCK								G79392X	
Section 16		W 240' / N 200' NE 1/4 SW 1/4											
LOTS													
1.1 Acres													
LESSEE													
ROBISON, MRS. MYRTLE ESTATE													
ROBISON, HARVEY & MRS. 2/15/73													
BAUMGARTE, DOROTHY & STUBBS, EUNICE 3/21/79													
SALTZ, CHAS. LEON & MRS. 6/20/79													
					YR.	N	E	S	W		MUL.		
					67						Per Acre	6.52	
CALCULATIONS													
1.1 Acre @ 6.52 7.18													
Paving 240' @ .03 7.20													
RER-67 14.38													
mmh-70 97.82													
Comp '75 \$183.40													
less '75 adj for 16-6-2 -64.18 = \$119.22													
DWG-79 149.02													
OTHER													
DIVISION													

2-A		35	27	22	16	15	14	11	10	2	1		
DIV. 110-38		SECTION		BLOCK								G79392X	
4 - Golf Course		6											
LOTS													
Lots 8 & 9													
LESSEE													
ROCKWELL, R. LUCIER & MRS. 7/18/57													
Kingsmore, Michael L. & Mrs. 6/20/79													
ROCKWELL, R. LUCIER & RUTH E. 12/21/84													
ADAMS, LOUIS S. & LINDA J. 6/26/85													
					YR.	N	E	S	W		MUL.		
					67			8	4			10.44	
CALCULATIONS													
4 @ 70 = .838 = .03352 x 150 5.028													
4 @ zones 70.70													
RER-70 118.86													
76 adj 146.16													
DWG-79 171.44													
OTHER													
DIVISION													

2-A		35	27	22	16	15	14	11	10	2	1		
DIV. 110-41		SECTION		BLOCK								G79392X	
Golf Course		7											
LOTS													
7, 8													
LESSEE													
ROCKWELL, R. LUCIER & MRS. 8/5/71													
BATTEY, BERTHA L. 1/18/73													
PURNELL, ROBERT A. & ETHEL W. 4/6/82													
					YR.	N	E	S	W		MUL.		
CALCULATIONS													
4 @ 71.55 = .848 - .3392 x 150 5.088													
4 @ zones 8.45'8 to 8'16 1.470													
8 @ zones 9.4'13 to 2'18 .624													
7.182													
10.44													
74.98													
RER-69 119.12													
Comp 75 146.16													
DWG-79 171.44													
OTHER													
DIVISION													

2-A 35 27 22 16 15 14 11 10 2 1
DIV. 98-7 SECTION BLOCK G79392X

4 - Golf Course 9

LOTS

Lot 10

LESSEE

TURNBULL, DUNCAN & MRS. 5/20/65

NELSON, ROY E. & MRS. 1/7/72

2-A 35 27 22 16 15 14 11 10 2 1
DIV. 80-28 SECTION BLOCK G79392X

4 23

LOTS

E 82' / W 214' / S 179'

LESSEE

DYSON, GEORGE

VICK, LOYD & MRS. 9/4/69

YENNE, CHARLES E. & MRS. 4/6/72

2-A 35 27 22 16 15 14 11 10 2 1
DIV. 80-27 SECTION BLOCK G79392X

4 23

LOTS

178.36 (fr.INDER - 69)
S 130' / W 66' / E 132'

LESSEE

VICKERS, W. R. & MRS. 1/15/59

2-A 35 27 22 16 15 14 11 10 2 1
SECTION BLOCK G79392X

DIV. 88-6
4 - Golf Course 9

LOTS
Lot 16

LESSEE

WILSON, HOWARD G. & MRS. 11/3/66

SMITH, TOMMY WAYNE & MC WILLIAMS, gloria t.

KING, FRANCES W. 2/21/77

ZYRIEK, BOBBY J. & IDA B. 11/12/80

YR.	N	E	S	W	MUL.
67	8		6	7	10.44

CALCULATIONS

7 @ 118 = 1.069 = .07483 x 72 5.388
7 @ zones 2'12 to 16 .308
8 @ zones 4'13 to 8'17 1.012
6 @ zones 13 to 15 .609

7.317
10.44
CAG-61-RER-67 76.38

PBR-40 103.48

76 adj. - 107.96

DWG-79 126.64

2 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1
38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20
DIVISION 7

2-A 35 27 22 16 15 14 11 10 2 1
SECTION BLOCK G79392X

DIV. 115-38
4 - Golf Course 5

LOTS
Lot 15

LESSEE

LOVELACE, GERALD D. & MRS. 5/23/77

YR.	N	E	S	W	MUL.

CALCULATIONS

76 adj. 96.16

DWG-79 112.80

2 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1
38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20
DIVISION 7

Add 76 Adj To Wane C

2-A 35 27 22 16 15 14 11 10 2 1	
SECTION BLOCK G79392X	
DIV. 110-17	
4 - Golf Course 8-S Dec 17	
LOTS	
Lot 2	
LESSEE	
VOTEY, HAROLD L. & MRS. 2/16/67	
BOROM, JOHN L. & MRS. 1/15/70	
GOUTANT, JOHN & MRS. 9/7/76	
YR.	N E S W MUL.
67	6 10.44
CALCULATIONS	
6 @ 158 1/2 = 1.1653 = .06991 x 70 4.894	
BKE-62-RER-67 10.44	
RER-70 51.10	
76 adj. 63.84	
110 = 85.16	
DWG-79 99.90	
OTH MB 4 3 2 1	
DIVISION	

2-A 35 27 22 16 15 14 11 10 2 1	
SECTION BLOCK G79392X	
DIV. 110-60	
4 - Golf Course 5	
LOTS	
Lot 16	
LESSEE	
DOUBRAVA, RUDOLPH JR. & MRS.	
ROBERTS, ERNEST V. & MRS. (DOUBRAVA)	
12-6-73	
YR.	N E S W MUL.
67	6 8 10.44
CALCULATIONS	
Cor 8/6 - 1/2 inc .260	
8 @ 20 .326 = .02608 x 140 3.651	
8 @ zones 3 to 10 5.799	
6 @ zones 1 to 8 2.552	
12.262	
10.44	
128.02	
CAG-61-RER-67	
Comp-70 133.22	
76 adj - comp. 150.66	
DWG-79 176.72	
OTH MB 4 3 2 1	
DIVISION	

2-A 35 27 22 16 15 14 11 10 2 1	
SECTION BLOCK G79392X	
DIV. 110-59	
4 Golf Course 5	
LOTS	
17	
JOHNSTON, III, JAMES G. & PAMELA 11/16/84	
YR.	N E S W MUL.
CALCULATIONS	
Comp -70 141.50	
76 adj 174.90	
DWG-79 205.16	
OTH MB 4 3 2 1	
DIVISION	

2-A 35 27 22 16 15 14 11 10 2 1									
DIV. 382 SECTION BLOCK 9 G79392X									
4 Golf Course									
LOTS Lot 9									
LESSEE WINTERHAVEN, INC. 2/3/72									
BOONE, KEVIN C. 5/30/79									
ANDERSON, JERRY & MRS. 6/7/79									
Imp. 75.00									
YR.	N	E	S	W	MUL.				
CALCULATIONS									
6 @ 158 1/2 = 1.1653 = .06991 x 70 4.894									
BKE-62-RER-67 10.44									
51.10									
RER-70 68.12									
1976 ADJ. 76.64									
DWG-79 89.90									
DIVISION									

2-A 35 27 22 16 15 14 11 10 2 1									
DIV. 110-10 SECTION BLOCK 8-S G79392X									
4 - Golf Course									
LOTS Lot 5									
LESSEE SLIDER, MRS. ELVA B. 5/6/54									
MASON, O. VANCE & MRS. 2/19/75									
AVERY, ED. M. & MRS. 9/20/76									
MAY, WM. E. & FOREMAN, MICHELLE C. 10/7/82									
YR.	N	E	S	W	MUL.				
67			6		10.44				
CALCULATIONS									
6 @ zones 1 to 2'14 7.077									
CAG-61-RER-67 10.44									
73.88									
RER-70 92.32									
Comp 76 adj. 122.78									
116.84									
DWG-79 137.06									
DIVISION									

2-A 35 27 22 16 15 14 11 10 2 1									
DIV. 110-14-15 SECTION BLOCK 8-S G79392X									
4 - Golf Course									
LOTS All -(1969)									
Lot 3, 8-115 Lots 8 & 9									
LESSEE To Baron 69									
GRIFFIN, MRS. JOHN H.									
GRIFFIN, JOEL B. ET AL 7/18/68									
YR.	N	E	S	W	MUL.				
67	4		6		10.44				
CALCULATIONS									
6 @ 172 1/2 = 1.1885 = .07131 x 150 10.697									
4 @ 143 1/2 = .535 = .0214 x 150 3.210									
13.907									
10.44									
CAG-61-RER-67 145.20									
6 @ 172.5=1.1885=.07131 x 150 10.697									
4 @ 143.5=1.137=.04548 x 150 6.822									
17.519									
10.44									
RER-69 182.90									
RER-70 272.18									
12-24-75 adj. 328.46									
DWG-79 385.28									
DIVISION									

forth in said Rent Lists - were all increased by different percentages ranging from 1% to 86%, apparently arbitrarily.

14. I am informed by plaintiff's counsel herein that the Executive Council of FSTC did not, as is required by the Constitution of FSTC and by the Standard Lease (as defined in the Amended Complaint herein) adopt any resolution for the determination of the rent to be charged the lessees of FSTC for the year 1969.

Nevertheless, according to said Rent Lists, FSTC collected rents from its lessees for the year 1969 in the same amounts which it charged for 1968, and in many instances even at increased rentals.

yes Attached

Annexed hereto as Exhibit D is a list of at least 10 country lessees whose rents for 1969 were increased over those charged in 1968, and the percentages of such increases range, as will be seen, from 7% to 101%.

15. I am informed by counsel for the plaintiff, that, as it did with respect to 1969, the Executive Council for FSTC failed to adopt any resolution for the determination of the rent to be charged its lessees also for the year 1980.

Nevertheless, according to said Rent Lists, FSTC charged its lessees rent for 1980, and did so at the same rate that it charged in 1979, with two exceptions, to wit:

- (a) The rent of a leasehold held in the name of G. R. Wood was increased to \$222.76 for 1980 from \$181.70 for 1979, an increase of 23%.

*Additional
I read*

minutes of the Oct. 19 meeting were read and approved. The financial statement for October was presented, accepted and ordered placed on file. Bills were allowed as follows:

Cash on hand	14.19
Courier, postage, etc.	14.14
Delta Externalizing Co.	
Services	15.00
Monroe in contract	21.00
Bidgood Stationery Co.	
for file	61.17

Lessee's transfer was approved subject to the rules as follows: Lloyd and Fay T. Clay to Ella Mae Smith lots 7 and 8, blk. 4 div. 3.

It was moved and carried to assent per council action 4/18/27 to a mortgage to Baldwin County Savings & Loan Assn to begin on S/S Fairhope Ave. at a point which is 32.57 ft. S 18° 37' W from the western most point of Knoll Park, th. S 49° 28' E 65.54 ft. along S/S Fairhope Ave. th. S 29° 00' W 167.6 ft. to Stacks Gully, th. NWly following the meanderings thereof to a point 139.7 ft. S 28° 11' W of the point of beg., th. N 28° 11' E to point of beg., being a lot in blk. 1, div. 1, per plat 9/13/11.

It was moved and carried to adjust the frontage rate on N. Lakeside Ave. to correspond to the present rate in that area.

Adjourned.
Approved Nov 14, 1967
L. A. Gaston, Sec.

NOV. 16, 1967
Council met in regular session with Pres. Daphne B. Anderson presiding; present: Councilmen Sam Dyson, J. E. Gaston, Jr., Marvin Nichols and O. M. Rockwell and Sec. C. A. Gaston, absent Councilman M. O. Berglin. The minutes of the Nov. 2 meeting were read and approved. Lessee's transfers were approved subject to the rules, as follows:

John E. and Geraldine Davis to Dalton D. Jones and Mary L. Jones in joint-tenancy, their undivided 1/2 interest in NW 1/4 of SW 1-4 of NE 1-4 Sec. 14-6-2. Subject to prior commitment to Baldwin County Savings & Loan Assn., mortgagee, Thomas S. and Bertha H. Jones to Lloyd Clay and Fay T. Clay in joint-tenancy, pt. lots 4 and 5 and vacated alley in NW cor blk 4 div 3, 60 ft. on Bayview St.; 135 ft. more or less on Blakeney St.; 75 1/2 ft. more or less on W/S of relocated N-S alley and 162 1/2 ft. more or less along S. boundary; and assent per council action 4-18-27 to a mortgage to 1st Federal Savings & Loan Assn, Mobile, Ala. Subject to sales contract Amon, M. and Martha E. Gates to Elise G. Johnson, lot 8, blk. 23-27, Mag. Beh. Addn. Subject to a sales contract from record lessees, R. Roy and Annie H. Moyers to Alabama Institute of Technology, Inc., Ritz Jewelers, Inc. assignee, to John E. Tomlinson, E. 50 ft. of W. 83 ft. of N. 125 ft. of lot 3, blk. 12, div. 1.

It was moved and carried to assent per council action 4-18-27 to a mortgage to R. M. Gray and Mattie L. Gray on lot 8 and W. 8 1/2 ft. of lot 7, blk. 13, div. 4.

Reported was a mortgage to 1st Nat'l Bank of F'hope on begin on E-S Greeno Rd. 365 ft. N. and 40 ft. E. of SW cor. Sec. 16-6-2; th. N. 298.4 ft.; E. 400 ft.; S. 298.8 ft. and W. 400 ft. to beginning.

It was moved and carried to change from country (rural) to city (urban) status as a basis for rent charges, W 1/2 of W1-4 of Sec. 16-6-2 on E-S of Greeno Rd., now within the municipal boundaries of the City of Fairhope and to impose a Greeno Rd. frontage rate of 4 as applied to Colony's city land on W-S of Greeno Rd. N. of F'hope Ave. in SE 1-4 NE 1-4 Sec. 17, div. 4.

Adjourned.
Approved Dec. 7, 1967
L. A. Gaston, Sec.

Council met in regular session with Pres. Daphne B. Anderson presiding; present: Councilmen Sam Dyson, Marvin Nichols and O. M. Rockwell, Sec. C. A. Gaston and Eng. Vice-Pres. C. W. Arnold; absent Councilmen M. O. Berglin and J. E. Gaston, Jr. The minutes of the Nov. 16 meeting were read and approved. The financial statement for November was presented, accept-

Estate of Mary S. Baxter to devisee, Mabel Stauter Luscher, pt. lot 5, blk. 3, div. 1; begin 234 ft. W. of SE blk. cor., th. N 223 ft to N/S of blk., th. W. 31.2 ft., th. S 4 deg 46 min W 223.7 ft. to S/S of blk. and E. 50 ft. to beginning.

Ella Parker Kinnéy, survivor to Stanleigh R. Meaker, begin on N/S of Equality St., as presently extended, 95 ft. E. of SE cor blk. A, div. 4, th. N. 125 ft., E. 50 ft., S. 125 ft. to Equality St and W. 50 ft. to beginning; and assent per council action 4/18/27 to a mortgage to transferor.

It was moved and carried to assent per council action 4/18/27 to a mortgage to R. M. and Mattie L. Gray on lot 4, blk. 3, Golf Course Subdv.

Reported was a mortgage to 1st Nat'l Bank of F'hope on S. 258.6 ft. of W 1/2 W 1/2 SW 1/4 NE 1/4 Sec. 14-6-2.

It was moved and carried to reject an application from T. R. and Sarah W. Mason for a lease to N. 66 ft. of lots 5 and 6, blk. 25, div. 2, on the terms proposed in their letter of Dec. 4; and to advertise for sale and removal the existing frame building on the premises.

A right-of-way deed submitted by the City of Fairhope for a grant of additional land on both sides of Section St. extending N. from N/S of Oak St., affecting land leased to Eastern Shore Art Assn. on E. and land devoted to cemetery use on W. was tabled pending a clarification of description.

It was moved and carried to fix the frontage on Bancroft St., as presently extended N. from Oak St. at 4 and together with this year's rate changes, continue for 1968, the 1967 street frontage rates and the multiplier established by the council to effect the 20% increase in this year's rent charges on urban lands and to continue for 1968 the acreage rates effective in 1967, on country lands and the additional paved road charge per front foot, subject however to such additional

TREASURER'S STATEMENT
November 1967

RECEIPTS:	
Rent.....	\$4,775.04
Penalty.....	84.59
Lease Fees.....	26.00
Assent Fees.....	8.00
	<u>\$4,893.63</u>
Cash on hand November 1	44,366.55
	<u>\$49,260.18</u>
DISBURSEMENTS:	
Taxes paid for lessees:	
Auto.....	\$1,775.98
Poll.....	4.50
Gen Prop....	247.64
Total.....	\$2,028.12
Emp Soc Sec.....	45.76
Salaries:	
Dir Pay't....	\$1,041.99
WH U. S.....	150.00
WH Soc Sec..	45.76
Total.....	1,237.75
Off & Bus Expense:	
Utilities...	\$11.13
Off Sundries	14.19
Courier.....	34.30
Telephones..	20.96
Monroe.....	24.00
Delta Exterm.	15.00
Total.....	119.58
Bidgood, Document File.	61.17
Land Fund.....	300.00
	<u>\$3,792.38</u>
Cash on hand November 30	45,467.80
	<u>\$49,260.18</u>

Council with present O. Berglin, M. Reaton, The meeting, Bills Monroe Fairhope, Appra from Mason, Hall a tenancy subject, Repo Nat'l F ft of Sec. 22- It wa hold the cting in 8 p.m. It wa make c to Robb tion an of Soci tion of the priu tion. Adjou Appre 66 Coun with Pr presidin Sam D. Marvin well, Se Vice Pr Council The meeting The Decemb ed and TREASURER Deca RECEIPTS: Rent..... Penalty..... Lease Fees.. Assent Fees. Interest.... Cash on hand DISBURSEMENT Taxes paid f Auto..... Gen Prop.... Total..... Emp Soc Sec. Salaries: Dir Pay't.... W.H. U. S.... W.H. Soc Sec Total..... Off & Bus Exp Utilities.... Off Sund.... Courier..... Telephones... Monroe..... Total..... F'hope Title Schalkenbach Henry George City of F'hop Cash on hand

charge on lands in sections 15, 16, 22 and 27, as they may receive benefit of the paving of roads now in the process of being completed.

Adjourned.
Approved *Dec. 21*, 1967
C. A. Gaston, Sec.

DEC. 21, 1967

Council met in regular session with Vice-Pres. C. W. Arnold presiding; present Councilmen M. O. Berglin, Sam Dyson, J. E. Gaston, Jr., Marvin Nichols and O. M. Rockwell and Sec. C. A. Gaston.

The minutes of the Dec. 7 meeting were read and approved.

Bills were allowed as follows:
Monroe, ribbons 4.24
Fairhope Title & Surv. abst 150.00

Approved, subject to the rules, a transfer as follows: Annie E. Mason, survivor, to David E. Hall and Rita M. Hall in joint-tenancy, lot 3, blk. 6, div. 2, subject to sales contract.

Reported was mortgage to 1st Nat'l Bank of F'hope on N. 248 ft of E. 528.65 ft. SE 1/4 NE 1/4 Sec. 22-6-2.

It was moved and carried to hold the annual membership meeting in the corporation office at 8 p.m. Wednesday, January 24.

It was moved and carried to make contributions of \$50.00 each to Robert Schalkenbach Foundation and to Henry George School of Social Science in consideration of their efforts to promote the principles of land value taxation.

Adjourned.
Approved *Jan. 4*, 1968.
C. A. Gaston, Sec.

JAN. 4, 1968

Council met in regular session with Pres. Daphne B. Anderson presiding; present Councilmen Sam Dyson, J. E. Gaston, Jr., Marvin Nichols and O. M. Rockwell. Sec. C. A. Gaston and Eng. Vice Pres. C. W. Arnold, absent Councilman M. O. Berglin.

The minutes of the Dec. 21 meeting were read and approved.

The financial statement for December was presented, accepted and ordered placed on file.

TREASURER'S STATEMENT December 1967

RECEIPTS:

Rent.....	\$4,999.24
Penalty.....	167.83
Lease Fees.....	15.00
Assent Fees.....	8.00
Interest.....	180.00
	<u>\$5,370.07</u>
Cash on hand Dec. 1	45,467.80
	<u>\$50,837.87</u>

DISBURSEMENTS:

Taxes paid for lessees:	
Auto.....	\$661.53
Gen Prop....	7,418.18
Total.....	<u>\$8,079.71</u>
Emp Soc Sec.....	23.76
Salaries:	
Dir Pay't....	\$1,048.59
W.H. U. S....	150.00
W.H. Soc Sec	23.76
Total.....	<u>1,222.35</u>
Off & Bus Exp:	
Utilities....	\$13.45
Off Sund.....	22.76
Courier.....	15.76

Bills were allowed as follows:

Cash, off sunds	37.29
Courier, pub min. etc	23.51

Lessees' transfers were approved subject to the rules, as follows:

Subject to a sales contract, Barbara B. Gooden to Lois D. Estoup, S. 70 1/2 ft. lot 9 and S. 61 1/2 ft. lot 10, blk. 11, div. 2.

Subject to prior commitment to 1st Nat'l Bank of F'hope, Eula B. Beasley to James R. Thain and Thelma E. Thain in joint-tenancy, lot 6, blk. 1, Golf Course Subdv.; and assent per council action 4/18/27 to a mortgage to transferor.

Adjourned.

Approved *Jan. 19*, 1968

C. A. Gaston, Sec.

JAN. 19, 1968

Council met in regular session with Pres. Daphne B. Anderson presiding; present Councilmen M. O. Berglin, J. E. Gaston, Jr., Marvin Nichols and O. M. Rockwell. Sec. C. A. Gaston and Vice-Pres. Eng. C. W. Arnold, absent Councilman Sam Dyson.

The minutes of the Jan. 4 meeting were read and approved.

A lessee's transfer was approved subject to the rules, as follows:

Estate of H. G. McKean, deceased, to widow, Mary McKean, West 50 ft. of lot 1, blk. 6, div. 4.

It was moved and carried to adopt the following resolution:

BE IT RESOLVED that we spread upon our minutes expression of our sense of loss in the death of our fellow member Eloy M. Tuveson and of our sympathy with his bereaved family.

Read to the council was a letter from Attorney Norborne C. Stone, Jr. accompanying a copy of the Alabama Supreme Court decree, speaking through Justice Simpson, wherein the Supreme Court upheld the Colony in its contention that the building of a recreation building on the bluff overlooking Mobile Bay in Henry George Park, as proposed by the City of Fairhope, was inconsistent with a condition contained in the Colony's conveyance to the City: "That the property conveyed shall be forever used as public parks of the Town of Fairhope, according to the general usage of public parks."

With respect to the decree of the Circuit Court of Baldwin County that the building of such building by the City was not inconsistent with such condition, the Supreme Court states: "We have before us then, but one question. Is the erection of a civic center building, or recreation building, on property dedicated to the city as 'park' property consistent with its use as a 'park'?"

"It is apparent from the decree that the trial court concluded that 'park purposes' and 'public purposes' were synonymous. In this he is wrong.

"Here the deed clearly indicates an intention on the part of the grantor that the land should be used as a 'park' and went further to note that the grantor had maintained the lands dedicated as a park in the past without the construction of public buildings and the deed anticipated that the use of the land would be consistent with the use made of it by

pointed out by the ap- cases from other jurisd- not all in accord, we t under the facts of th erection of this build violates the restricti upon the property in -under consideration."

Adjourned.

Approved *Feb.*
C. A. Gaston

ANNUAL MEMBERSHIP January 24,

The annual members held in the Corporat 24, 1968 with Pres, son presiding. Membe Vice-Pres. C. W. and Treas. and Supt. Fin lin, Frances G. Crail lic Health Sam and Alexis C. Ferm, A. C. A. and Margaret lic Service J. E. G. W. Gaston, Trustee Beverly Jennings, G ola Krog, Supt. Lar vin and Martha Nich Payne, Jno. S. and Supt. Industries O. Lucier and Ruth E. Madeline Schneider, Schneider.

The minutes of the 26, 1967 were read.

The financial sta was presented, acc placed on file.

The secretary's activities in 1967 A. Gaston, and on tary was directed financial statement Fairhope Courier a pamphlet form for copies mailed to m

Vice-Pres. Arnol members recommend developed by Mrs. for office use by entire ground floo quired building. H model, created by husband, showing t zation of the addi criticisms were vo orable comment was

The meeting was a social session a ments graciously a served by Ruth E.

Statement

For Year Ended
December 31, 1967

RECEIPTS:

Rent	\$135,810.77
Penalty	558.99
Lease Fees	453.00
Assent Fees	78.00
Interest, Corporation	
Investments	360.00
Special Meetings	36.00
Mail Interviews	10.00
Memberships	100.00
Land Fund	665.00
Refunds	243.01
Total Receipts	<u>\$138,314.77</u>
Cash on hand	
January 1, 1967	33,054.08
Total	<u>\$171,368.85</u>

~~Ex 8~~ Page 8 PAPA 14 + Ex 8

SECTION 27																																																																											
BLOCK																																																																											
DIV. 1223																																																																											
Section 27 NE 1/4 NW 1/4																																																																											
LOTS																																																																											
38.1 Acres																																																																											
LESSEE																																																																											
CASPERSON, C. R. & MRS.																																																																											
LINDGREN, JAMES A. & MRS. 3/15/73																																																																											
MALLORY, A. JOHN & CAMILLE W. 9/14/83																																																																											
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YR.	N	E	S	W	MUL.																																																																						
67	Per Acre				3.51																																																																						
CALCULATIONS 38.1 Acres @ 3.51 133.73 Less 5 Acres @ 1/3 off 5.85 14.3 Acres @ 2/3 off 33.46 39.31 RER-67 Pav. 29.42 94.42 133.84 RER-70 391.30 DWG-79 489.12																																																																											

SECTION 27																																																																											
BLOCK																																																																											
DIV. 1224																																																																											
Section 27 W 1/2 NE 1/4 (ex rd on N&W)																																																																											
LOTS																																																																											
76 Acres																																																																											
LESSEE																																																																											
WALLEY, W. T.																																																																											
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YR.	N	E	S	W	MUL.																																																																						
67	Per Acre				3.51																																																																						
CALCULATIONS 76 Acres @ 3.51 266.76 Less 4 Acres @ 1/3 off 4.68 21 Acres @ 2/3 off 49.14 53.82 RER-67 Pav 29.42 212.94 252.36 RER-70 616.38 DWG-79 770.48																																																																											

2-A 35 27 22 16 15 14 11 10 2 1
DIV. 121-32 SECTION BLOCK G79392X
Section 22 S 909' / E 479' SE 1/4 SE 1/4
LOTS 2-3 2 Acres to Rogers 9-17-78
10 Acres 2-2 Shiloh
LESSEE 2-1 Safford-Nathorn
EMMONS, JAMES H. & MRS.
EMMONS, MARGIE S. 12/1/75
YR. N E S W MUL.
67 Per Acre 4.01
CALCULATIONS
10 Acres @ 4.01 40.10
Paving 909' @ .03 27.28
RER-67 Pav. 14.38 67.38
(9.919 A. = 81.21)
RER-70 R.B.R.-71 81.74
285.48
Lot 4 - 51.16 147.96
DWG-79 184.96
Retained 47.14
out to Nelson
for 1980 Ollap 137.82
1980 rent 47.14

2-A 35 27 22 16 15 14 11 10 2 1
DIV. 114-12 SECTION BLOCK G79392X
Section 15 SW 1/4 NW 1/4 SW 1/4 less rds.
LOTS ex W 120' / S 384'
8.141 Acres
LESSEE
JOHNSON, T. A., JR. & MRS.
YR. N E S W MUL.
67 Per Acre 5.02
CALCULATIONS
8.141 Acres @ 5.02 40.86
Less .42 Acres @ 2/3 off 1.40
39.46
Paving 504.5' @ .03 15.14
RER-67 Pav. 7.70 54.60
62.30
RER-70 282.82
Comp. 75 (2.5% off) 383.78
'75 less adj 15-6-2 75.12 = 308.06
DWG-79 385.08

2-A 35 27 22 16 15 14 11 10 2 1
DIV. 121-32 SECTION BLOCK G79392X
Section 22 SE 1/4 SE 1/4 Less N 378E569
LOTS & S909.6 E479
LESSEE
KRHUT, RUDOLPH & MRS.
YR. N E S W MUL.
68 4.01 per acre .03 Pav
CALCULATIONS
22.792 Acres @ 4.01 91.40
RER-68 22.90
115.80
RER-70 285.76
DWG-79 357.20

2-A 35 27 22 16 15 14 11 10 2 1																					
DIV. 121-29 SECTION BLOCK G79392X																					
Section 22 SE 1/4 SW 1/4 SE 1/4																					
LOTS 1																					
9.51 Acres																					
LESSEE																					
DAVIS, R. L. & MRS.																					
HART, FLORENE H. & GRAY, SHARON M. 7/23/75																					
MAYTON, MORGAN D. & THELMA 9/1/82																					
DYAL, CHARLES W. & FRANCES L. 6/21/83																					
<table><tr><td>YR.</td><td>N</td><td>E</td><td>S</td><td>W</td><td>MUL.</td></tr><tr><td>67</td><td>Per Acre</td><td></td><td></td><td></td><td>4.01</td></tr></table>										YR.	N	E	S	W	MUL.	67	Per Acre				4.01
YR.	N	E	S	W	MUL.																
67	Per Acre				4.01																
CALCULATIONS																					
9.51 Acres @ 4.01 38.14																					
RER-67 Pay. 19.72 57.86																					
RER-70 169.06																					
RER 73 Less Mitchell tr. + R.O.W. 71.68																					
DWG-79 89.60																					
DIVISION																					

2-A 35 27 22 16 15 14 11 10 2 1																					
DIV. SECTION BLOCK G79392X																					
Section 22 W 1/2 SE 1/4 SW 1/4 SW 1/4 SE 1/4																					
LOTS 3.6. Acres																					
1.13 Acres Lots 2,8,&9																					
LESSEE																					
DUNNAM, R.E. JR.																					
GRACE, EUGENE P. & MRS. 2/15/68																					
<table><tr><td>YR.</td><td>N</td><td>E</td><td>S</td><td>W</td><td>MUL.</td></tr><tr><td>67</td><td>Per Acre</td><td></td><td></td><td></td><td>4.01</td></tr></table>										YR.	N	E	S	W	MUL.	67	Per Acre				4.01
YR.	N	E	S	W	MUL.																
67	Per Acre				4.01																
CALCULATIONS																					
1.13 Acres @ 4.01 4.54																					
RER-67 pay. 5.00 9.54																					
RER-70 33.70																					
add 8+9 1973 14.66																					
RER-73 69 Basis 9.18 48.36																					
Projected																					
RER 73 Lots 2,8,9 \$ 48.36																					
69 Basis 18.72																					
OK 75 #2																					
DWG-79 42.12																					
DIVISION																					

2-A 35 27 22 16 15 14 11 10 2 1																					
DIV. 121-27 SECTION BLOCK G79392X																					
Section 22 E 1/2 SE 1/4 SW 1/4 SW 1/4 SE 1/4																					
LOTS																					
1.13 Acres Lot 1																					
LESSEE																					
GRACE, EUGENE P. & MRS.																					
<table><tr><td>YR.</td><td>N</td><td>E</td><td>S</td><td>W</td><td>MUL.</td></tr><tr><td>67</td><td>Per Acre</td><td></td><td></td><td></td><td>4.01</td></tr></table>										YR.	N	E	S	W	MUL.	67	Per Acre				4.01
YR.	N	E	S	W	MUL.																
67	Per Acre				4.01																
CALCULATIONS																					
1.13 Acres @ 4.01 4.54																					
RER-67 Pay. 5.00 9.54																					
RER-70 33.70																					
Projected																					
RER-70 69 basis 9.54 \$ 33.70																					
RER-73 O.K. 75 #1 48.36																					
DWG-79 60.46																					
42.12																					
102.58																					
DIVISION																					

2-A 35 27 22 16 15 14 11 10 2 1
SECTION
BLOCK G79392X

DIV. 115-1
Section 15 NW 1/4 NW 1/4 SW 1/4 -N-626,
S-625.25, E-621.37,
W-621.25
8.92 Acres
ROCKWELL, O. M. & MRS.

YR.	N	E	S	W	MUL.
67	Per Acre				5.02

CALCULATIONS
8.92 Acres @ 5.02 44.78
Less 1.34 Acres @ 2/3 off 4.46
Paving 626' @ .03 40.32
RER-67 18.78
59.10

RER-70 77.74
378.14
Comp. 75 (5.4 adj) 544.78
less adj for 15-6-2' 75 - 124.98 = 419.80
DWG-79 524.76

2 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20
DIVISION

2-A 35 27 22 16 15 14 11 10 2 1
SECTION
BLOCK G79392X

DIV. 120-1
Section 16 E 477' /N 823' SE 1/4 SE 1/4
9.01 Acres (.861 Acres to Whorton 67)
(.35 Acres to Gregorius 68)
(4,289. Acres to " 74)
GREGORIUS, VINCENT & MRS.

YR.	N	E	S	W	MUL.
67	Per Acre				5.52

CALCULATIONS
9.01 Acres @ 5.52 49.74
Paving 477' @ .03 14.30
RER-67 64.04
7.80 Acres @ 5.52 43.06
Paving 1047 @ .03 31.40
RER-68 67.52 74.46

7777-70 less R-3 to Richard
(4,289 A) 2nd half only 334.70

Comp for 75 3,516.97 223.00
1975 adjustment (122.82) 386.82
less Lot 1 to Kerr (132.18) 264.00
RER-76 (adj 46) 131.36
RER-76 Lot 2 131.36

DWG. 79 164.20
HER to Wall 103.8 x 105 - 4.34

2 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20
DIVISION

2-A 35 27 22 16 15 14 11 10 2 1

SECTION
BLOCK

G79392X

DIV. 93-2
 MAG BCH

36-N S-19

LOTS
Lots 3 & 4 + E 35' Lot 2

LESSEE
 BONNELL, MRS. CAMILLA 11/6/52

WOOD, G. R. (JR) 8/18/75
 WOOD, ANNA C. 8/24/83

YR.	N	E	S	W	MUL.
67	8				10.44

CALCULATIONS
 $8 @ 124.5 = 1.0885 = .08708 \times 132 = 11.495$

10.44

120.00

RER-65-67
 Comp- 70
 DWG-79
 12/12/79 From R Wood Jr
 E 35' LOT 2
 Effective 1-1-80

154.90
 181.70
 41.07
 222.77

Para 15 @ Page 8

*Correction to (charging not on
1979 for land use.)*

(b) The rent of a leasehold held in the name of C. G. Ingersoll was decreased from \$797.36 in 1979 to \$503.40 for 1980 - a decrease of 37%.

I am informed by counsel for the plaintiff, this C. B. Ingersoll was in 1979, already, a member of FSTC and also an officer, i.e. a member of the Executive Council, and that he was also, then, a member of FSTC's Rent Committee.

In 1983 his rent was further reduced by \$23.96, i.e. 5%, although, with respect to that year the Executive Council had resolved, as I am informed, that "1983 rents remain as those charged in 1983".

In 1985 said C. B. Ingersoll, was, I am informed, elected president of FSTC.

16. The rents increases for the year 1968 ranged from zero percent to 494%. There appeared to be no patten or basis for the increases. They seemed haphazard. *and the Minutes*

The rents of the following lessees were raised in 1968 by the following amounts, respectively, representing the following respective percentages of rent increases:

<u>LESSEE:</u>	<u>RENT IN 1967</u>	<u>RENT IN 1968</u>	<u>PERCENTAGE OF INCREASE</u>
W. TODD	\$141.04	\$426.06	202%
I. SCHNEIDER & SON	79.72	263.34	230%
C. W. GABLE	97.04	365.04	276%
R. SCHNEIDER	18.86	112.08	494%

*cause met
the
cities*

Ralph B. Ware, Jr.
RALPH WARE

NOTES

TESTIMONY OF GALE W. ROWE

○ Map

○ Statistics

• Acreage Percentages — Rural v. Urban
77% 13%

• Lessee Ratio — Rural v. Urban
21% 79%

• Rent Income Ratio Rural Urban
24% 76%

* 76,400 * 236,100 (\$312,500)

• Contribution Ratio to Residential v. All Other
General Fund 53% 47%

{ • Assents (Number)
• Dollar value of Assents } (See Exhibit C to Rowe Affidavit)

• Lessee Improvement Values (See Exhibit E to Rowe Affidavit)

• Mortgages Assented To (See Exhibit F to Rowe Affidavit)

○ Assent To Mortgages

- Procedure (including requirement of current rent to date)
- Companies Which Have Assented (See Exhibit D to Rowe)

① Rent Increase History

1969 instituted (November) - traffic count

Some increased, some didn't

1970 - 2nd Half - 1st time new rent on

1970 - July 10% of increase

1971 - January no increase

1971 - July ✓ ✓

1972 - January 20 % of increase

July no increase

1973 - January 20 % of increase

1974 30 % of increase

1975 20 % of increase

also re-count affecting Ingleside to 27

Gayfer to Nichols

BUT Council reduced increase of affected lessees by 75% -

1976 } no major change - just those dictated by changed condition
thru } (paving, utilities, etc.)
1979 }

1979 - Across-the-board increase

City 17.3%

Country 25.0%

(*) ① Barbara Gable

Price per acre after tax credits

① Rent Review Procedure

See Rowe affidavit

① Expenditures for lobbying effort

Benefit of all lessees

- Correction of Answer To Interrogatory No. 40
Concerning rights of heirs and devisees

- Minnie Lee Burks

Explain situation — minutes of 7/2/81

Explain policy

(*)

- Barbara Gable

Letter returning check — Introduce

- Transfer Procedure

Application thru arbitration

~~2~~

- Civic Contributions

Volunteer Firemen

Chamber of Commerce

Junior Achievement

Christmas Tree Light Programs

Assist City in Emergency

Library
(*) School land *2000-
early 20's*

- Pension Trust

- Non-discriminatory application of rent formula

- Interest Transfer To Land Fund
Never left corp.

- Lindgren Letter

① Single Tax Theory Not "a form of government"

① Rent restricted to "reasonable"

① Oil Lease
Protection of lessees

① Surplus
Explain inclusion of capitalized improvements
Identify value of separate funds

Gen.	\$545,779
Mineral	479,239
Land	51,504

Fairhope Single Tax Corp.

340 Fairhope Avenue
Fairhope, Al. 36532

928-8162

Memo

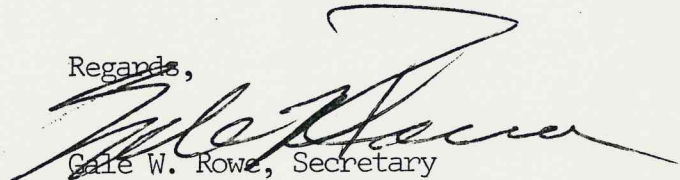
Date 1/25/85

To Linda T. Cuddy, Court Reporter
.....
Charles A. Howard & Associates
P. O. Box 1971
.....
Mobile, Al 36633

Dear Ms Cuddy,

Enclosed is original of William C. Lucey's
deposition.

Regards,


Gale W. Rowe, Secretary

2-A 35 27 22 16 15 14 11 10 2 1
SECTION
G79392X

DIV. 7-10
BLOCK

4
6

LOTS

Part Lots 3 & 4

LESSEE

MILLS, E. R. JR. & MRS.
INGERSOLL, CHARLES B. & MRS. 2/7/74

YR.	N	E	S	W	MUL.
67	50	25	11		10.44

CALCULATIONS

Cor .329/11-All inc-46' (B+D)	.146
.329 @ 122 = 1.081 = .35565 x 60	21.339
Alley = .01629 x 60	.977
	22.462
	10.44
CAG-64-RER-67	234.50
Comp - 70	388.30
	20.42 alley
	408.72
77 plus parking lot adj	39.36
	448.08
JUG-79	429.16
	477.36
FRM Connection	503.40
6-3-82 Council Action	479.44

12 11 10 9 8 7 6 5 4 3 2 1

19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

133.00

Zone 12

Zone 10.5

2' 65 .037

1 119 133

2 59 .141

2 109 141

3 49 .128

3 99 128

4 39 .116

4 89 116

5 29 .100

5 79 100

6 19 .089

6 69 89

7 9 .079

6' 7 61 79

4' 8 2 .026

79.240

27.059

X .105

X .12

8.320200

3.24708

Keller 2013

12 x 1.11 x 66 x 10.44 = 91.78

Thompson 1008

12 x 1.11 x 66 x 10.44 = 91.78

Entered off Post Books
6-23-70

2' 65 .037

65 65

55 55

10 45

11 35

12 25

13 15

2' 12 9

10.120

X .120

1.21464

Zone

037 4' 7 11 .0

013 8 4' 11 .0

044 9 3' 11 .0

040 10 2' 11 .0

035 11 1' 11 .0

030 12 9' 11 .0

005 4' 13 2' .01

9.41

10.5

Fla. 100 100

Zone 12

11.00 69

10.9 17

11.2 4' 7

830 9960 X 66 = 6.574

1.321

1.24

9.146

X 10.44

95.52

Zone 12

11 18.5

60.6

10.0

40.0

20.0

12 20.0

13 10.0

2' 12 4.0

11.054

X .120

1.32648

Zone 11

037 4' 7 610 03

013 8 540 06

057 9 440 05

047 10 340 04

040 11 240 04

035 12 140 03

9' 13 4.5 02

10.8615

X .115

1.2490725

4 6

LOTS
Lot 4 (N122'/E54')
LESSEE

GRAHAM OIL COMPANY, INC.
TRIANGLE REFINERIES, INC. 12/21/72
JIGGINS, W. R. & MRS. 2/15/73

YR.	N	E	S	W	MUL.
67	50	25	11		10.44

CALCULATIONS

Cor .276/.11-All Inc- A+C+4' (B+D) 2.218
.276 @ 64 = .7906 = .21821 x 54 11.783
.276 @ zones 6'7 to 8'12 2.375
11 @ zones 1 to 4'6 2.670
Alley = .01629 x 54 .880

CAG-64-RER-67 19.926
10.44
208.02

Comp - 70 393.30

alleg 18.38
411.68

plus 77 parking lot adj 20.58 = 432.26

DWG-79 507.04

6-3-82 Council action 482.90

C 2 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19

12 18

LOTS
Lot 5(N67.1'/E34'8")
LESSEE

MERSON, R. B., C. L. & LA NICCA, RUTH N.
BARNHILL, BENJ. C. 3/15/73

YR.	N	E	S	W	MUL.
67	746	50			10.44

CALCULATIONS

Cor 746/50-inc-34.67'A+34.67'/17.1'C2.508
746 @ 28=.4284=.31959 x 34.67 11.079
50 @ zones 1 to 4.67'4 5.939
746 @ zones 2'4 to 3.67'7 4.885

CAG-64-RER-67 24.477
10.44
254.86

Comp - 70 357.60
77 Parking Lot adj + 17.88 #375.48

DWG-79 440.44

6-3-82 Council Action 419.46

C 2 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19

4 5

LOTS
Part Lots 6 & 7
LESSEE

STEINER, JULIUS L. & MRS. 11/2/6
MILLS, MARY W.
VINSANT, STANLEY A. & MRS. 9/7

YR.	N	E	S	W
67			49	25

CALCULATIONS

36 @ 36 = .5236 = .1885 x 35.33
36 @ 60/36 = .2354 = .08074 x 33.33
36 @ 114/60 = .295 = .1062 x 33
Alley = .01626 x 33

CAG-64-RER-67 24.477
10.44
254.86

Comp - 70 357.60
plus parking lot adj 17 11.62

DWG-79 440.44

6-3-82 Council Action 419.46

C 2 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19

1984 A

Sec 14 $728.75 \div 465 = 1.57/\text{acre}$

Sec 15 $874.80 \div 502 = 1.75/\text{acre}$

Sec 27 $60.42 \div 39 = 1.55/\text{acre}$

" $234.26 \div 155 = 1.51/\text{acre}$ Warden

Sec 22 $1370.58 \div 604 = 2.27/\text{acre}$

Sec 1 $57.24 \div 38 = 1.51$

Sec 2 $767.02 \div 544 = 1.29$

Sec 11 $792.80 \div 625.5 = 1.27$

Sec 2/7 $101.14 \div 80 = 1.26$

" 2 $50.88 \div 38.4 = 1.33$

Sec 10 $113.42 \div 75 = 1.51$

10 $\frac{84.80 \div 10}{198.22 \quad 85} = \frac{8.48}{2.33}$

Whalley Trust Facts

Section 27 lease 76 Acres

1984 Rent

Rent Acres

Land Taxes for Acres

Net Rent for Acres

~~\$~~ 770.48

10.14

-1.51

~~\$~~ 8.63

Brown Test Facts

Section 22 lease	7 ACRES	
1984 Rent		<u>\$155.92</u>
Per acre		22.27
Land Taxes / acre		2.27
Improvement Taxes	\$62.96	
Auto Taxes	<u>30.74</u>	
Total lease taxes	\$93.70	
or per acre ($93.70 \div 7$) =	<u>13.39</u>	- 15.66
Net Rent per acre		<u>\$6.61</u>

Williams Test Facts

Section 22 lease	1 ACRE	
1984 Rent		<u>\$34.46</u>
Per Acre		<u>\$34.46</u>
Land Taxes / acre		2.27
Improvement Taxes	20.00	
or per acre ($20.00 \div 1$)	<u>20.00</u>	- 22.27
Net per acre		<u>\$12.19</u>

Kelut Rent Facts

Section 4 lease 38.5 acres

1984 Rent

Rent Acre

land taxes per acre

Net Rent/Acre

$$\begin{array}{r}
 651.02 \\
 16.91 \\
 - 1.57 \\
 \hline
 651.02 \\
 15.34
 \end{array}$$

Sec 22 lease 65.3 acres

1984 Rent

Rent Acre

land taxes/acre 2.27

Vehicle taxes 20.35

DE per acre $(20.35 \div 65.3)$.31

Net Rent/Acre

$$\begin{array}{r}
 1123.16 \\
 17.20 \\
 - 2.58 \\
 \hline
 1123.16 \\
 14.62
 \end{array}$$

Sec 22 lease 22.9 acres

1984 Rent

Rent Acre

land Taxes/Acre 2.27

Net Rent/Acre

$$\begin{array}{r}
 357.20 \\
 15.60 \\
 2.27 \\
 \hline
 357.20 \\
 13.33
 \end{array}$$

Lindgren Rent Facts

Section 27 lease 38.1 acres

1983 Rent

\$486.12
\$12.84

Rent Acct

Land Taxes

\$1.51

Improvement Taxes

\$137.16

Auto Taxes

23.32

Total lease taxes

\$160.48

~~per~~ PER ACRE $(160.48 \div 38.1) =$ 4.21

-5.72

Net Rent per acre

\$7.12

Note: ^{fall of} The ~~year~~ In 1983 the Lindgrens sold their residence and other improvements and ~~transferred~~ their lease received approval to transfer their lease. This is why 1984 was not used. However if the Lindgrens had retained this leasehold the results would have been ~~the same~~, essentially the same.

Maryd Rent Facts

Sec 22 lease 37.8 acres

1984 Rent

~~\$~~ 897.60

Per Acre

~~\$~~ 23.75

Land Taxes/Acre

~~\$~~ 2.27

Imprment taxes

~~\$~~ 222.49

Auto taxes

26.50

Total Lease Taxes ~~\$~~ 248.99

PR per acre $(248.99 \div 37.8) = \underline{6.59} - \underline{8.86}$

Net Rent/Acre

~~\$~~ 14.89

Fleming Rent Facts

Section 16 lease 10.6 ACRES

1984 Rent

~~\$~~ 339.16

Rent Acre

32.00

Land Taxes/Acre

~~\$~~ 10.78

Improrment taxes 76.21

Auto Taxes 13.78

Total lease taxes ~~\$~~ 89.99

OR per acre $(89.99 \div 10.6) =$ 8.49

- 19.27

Net Rent per acre

~~\$~~ 12.73

Klump Fact 3 - Rent

Section 14 lease 150.3 acres

1984 Rent

\$2964.48

PER ACRE

19.72

land Taxes/acre

\$1.57

Improvement Taxes:

20.67 ÷ 150.3

.14

Total per acre taxes

\$1.71

- 1.71

Net Rent per acre

\$18.01

Section 15 lease

142.7 acres

1984 Rent

\$3506.60

PER ACRE

24.57

land Taxes/acre

\$1.75

Improvement Taxes 97.94

Auto taxes

41.34

Total taxes \$139.28

OR PER ACRE (139.28 ÷ 142.7) = .98

- 2.73

Net rent per acre

\$21.84

Section 15 lease

34.35 acres

1984 Rent

\$809.40

PER ACRE

23.23

land Taxes/acre

- 1.75

Net Rent/acre

\$21.48

Section 22 lease

18.5 acres

1984 Rent

\$273.12

PER ACRE

14.01

land Taxes/acre

- 2.27

Net Rent/acre

\$11.74

X

Reger Test Facts

Section 11 lease 39 acres

1984 Rent

\$575.92

PER ACRE

\$14.77

Land Taxes/acre

\$1.27

Improvement Taxes

PER ACRE (10.07 ÷ 39 acres)

= .26 - 1.53

Net Rent/acre

\$13.24

Section 10 Lease

37.8 acres

1984 Rent

\$578.62

PER ACRE

\$13.98

Land Taxes/acre

\$1.51

Improvement Taxes \$44.40

Auto taxes 6.36

Total Lease Taxes \$50.76

OR PER ACRE (50.76 ÷ 37.8) = 1.34 - 2.85

Net Rent/acre

\$11.13

Section 10 Lease

10 acres

1984 Rent

\$96.62

PER ACRE

\$9.66

Land Taxes/acre

- 1.51

Net Rent/acre

\$8.15

Ann Galle 1.94 x 10.78

206.38

20.91

156.04

116-10
R R

10 Ann

Rent ~~For~~ 96.62

Hand Tax

Aug

0

6

10.07

+ 6.36

44.40

37.2

117-19 11 39.2 R

575.92

37.8

116-8 10 37.8 39.4

528.62

58.5

91.8

118-100 14 152.9 R

2964.48

20.67

142.68

116-21 15 148.79

3506.60

41.34

97.94

34.85

119-20 15 35.45

809.40

—

19.41

121-54 22 19.5

273.12

—

10.64

Fleming 14

339.16

76.21

13.78

12051

37.8

May 22 37.9

897.60

+ 222.49

26.50

121-40

38.5

118-2 14 39.25 1.57

651.02

—

15.00

16.57

65.3

121-71 22 65.67 2.27

1123.16

20.35

14.83

17.10

12.9

121-32 22 23 227

357.20

52.21

—

13.26

15.53

Brown 7

6.6 - 83
121-40 = 5.8

125.92
123.94 139.93

62.96

30.74

42.70

16.16

24.13

2.97

Williams 121-45

34.46

14.46

20.00

36.77
 122-3
 Malloy 27 38.1 Power x 1.51 489.12 57.53 3879
 .99/acre 12.84 11.85

122-4
 78.78
 Malloy UT 27 76 ACW x 1.51 770.48 114.76
 more brook
8.63/acre 10.14 1.51

HOFFREN FACTS - Rent

<u>YEAR</u>	<u>1ST HALF</u>	<u>2ND HALF</u>	<u>TOTAL</u>
1970	438.30	661.72	1,100.02 City & Country
1979	2,135.65	2,135.65	4,271.30 City & Country

(Note: 1979 was last rent increase)

% increase 288%

1984 Country Rent (50 + acres) 2,081.80

Per Acre Equivalent = 41.64

1984 Improvement Taxes = 42.79

1984 Land Taxes (Section 16)

50 acres x \$10.78 = 539.00
581.79

Per acre equivalent 11.64

Net per acre 30.00

Source - Rent Lists
1984 Assessments

HOFFREN FACTS - Rent

<u>YEAR</u>	<u>1ST HALF</u>	<u>2ND HALF</u>	<u>TOTAL</u>
1970	438.30	661.72	1,100.02 City & Country
1979	2,135.65	2,135.65	4,271.30 City & Country

(Note: 1979 was last rent increase)

% increase 288%

1984 Country Rent (50 + acres) 2,081.80

Per Acre Equivalent = 41.64

1984 Improvement Taxes = 42.79

1984 Land Taxes (Section 16)

50 acres x \$10.78 = 539.00
581.79

Per acre equivalent 11.64

Net per acre 30.00

Source - Rent Lists
1984 Assessments

WALLEY RENT FACTS

Section 27 lease - 76 acres

1984 Rent	\$ 770.48
Per Acre	<u>10.14</u>
Land Taxes per acre	<u>- 1.51</u>
Net Rent per acre	\$ 8.63

REZNER RENT FACTS

Section 11 lease - 39 acres

1984 Rent		\$ 575.92
Per Acre		<u>14.77</u>
Land Taxes/acre	\$ 1.27	
Improvement Taxes		
per acre (10.07 ÷ 39 Acres)	<u>.26</u>	- 1.53
Net Rent/acre		\$ 13.24

Section 10 lease - 37.8 acres

1984 Rent		\$ 528.62
Per acre		\$ 13.98
Land Taxes/acre	1.51	
Improvement Taxes	44.40	
Auto Taxes	<u>6.36</u>	
Total Lessee taxes	50.76	
or per acre (50.76 ÷ 37.8) =	<u>1.34</u>	- 2.85
Net Rent / acre		\$ 11.13

Section 10 lease - 10 acres

1984 Rent		\$ 96.62
Per Acre		\$ 9.66
Land Taxes/acre		- 1.51
Net Rent / acre		\$ 8.15

KLUMPP RENT FACTS

Section 14 lease - 150.3 acres

1984 Rent		\$ 2,964.48
Per acre		<u>19.72</u>
Land Taxes / acre	\$1.57	
Improvement taxes:		
20.67 ÷ 150.3	<u>.14</u>	
Total per acre taxes	\$1.71	<u>- 1.71</u>
Net Rent per acre		<u>\$ 18.01</u>

Section 15 lease - 142.7 acres

1984 Rent		\$ 3,506.60
Per acre		<u>\$ 24.57</u>
Land Taxes/acre	\$1.75	
Improvement taxes	97.94	
Auto taxes	<u>41.34</u>	
Total Lessee taxes	\$139.28	
or per acre (139.28 ÷ 142.7) =	.98	<u>- 2.73</u>
Net rent per acre		\$ 21.84

Section 15 lease - 34.85 acres

1984 rent		\$ 809.40
Per acre		<u>23.23</u>
Land Taxes / acre		<u>- 1.75</u>
Net Rent / acre		\$ 21.48

Section 22 lease - 19.5 acres

1984 Rent		\$ 273.12
Per Acre		<u>14.01</u>
Land Taxes / acre		<u>- 2.27</u>
Net Rent / acre		\$ 11.74

Fleming Rent Facts

Section 16 lease - 10.6 acres

1984 Rent		\$ <u>339.16</u>
Per Acre		<u>32.00</u>
Land Taxes / acre	\$10.78	
Improvements taxes	\$76.21	
Auto Taxes	<u>13.78</u>	
Total lessee taxes	\$89.99	
or per acre (89.99 ÷ 10.6) =	<u>8.49</u>	- <u>19.27</u>
Net Rent / acre		\$ 12.73

Moyd Rent Facts

Section 22 lease - 37.8 acres

1984 Rent

\$ 897.60

Per acre

23.75

Land taxes / acre

\$ 2.27

Improvement taxes

\$ 222.49

Auto taxes

26.50

Total lessee taxes

\$ 248.99

or per acre (248.99 ÷ 37.8) =

6.59

- 8.86

Net Rent / acre

\$ 14.89

Krhut Rent Facts

Section 14 lease - 38.5 acres

1984 Rent	\$ 651.02
Per Acre	16.91
Land taxes per acre	<u>- 1.57</u>
Net Rent / acre	15.34

Section 22 lease - 65.3 acres

1984 Rent		\$1,123.16
Per acre		17.20
Land taxes / acre	\$2.27	
Vehicle taxes	\$20.35	
or per acre (20.35 ÷ 65.3) =	<u>.31</u>	<u>- 2.58</u>
Net Rent / acre		\$ 14.62

Section 22 lease - 22.9 acres

1984 Rent	\$ 357.20
Per acre	15.60
Land taxes / acre	<u>2.27</u>
Net Rent / acre	\$ 13.33

BROWN RENT FACTS

Section 22 lease - 7 acres

1984 Rent		\$ <u>155.92</u>
Per acre		155.92 22.27
Land taxes / acre	\$ 2.27	
Improvement taxes	\$62.96	
Auto Taxes	<u>30.74</u>	
Total lessee taxes	\$93.70	
or per acre (93.70 ÷ 7) =	<u>13.39</u>	- <u>15.56</u>
Net Rent per acre		\$ 6.61

WILLIAM RENT FACTS

Section 22 lease - 1 acre

1984 Rent		\$ <u>34.46</u>
Per acre		34.46 34.46
Land Taxes / acre	\$ 2.27	
Improvements taxes	\$20.00	
or per acre (20.00 ÷ 1) =	<u>20.00</u>	- <u>22.27</u>
Net per acre		\$ 12.19

LINDGREN RENT FACTS

Section 27 lease - 38.1 acres

1983 Rent		\$ <u>489.12</u>
Per Acre		<u>12.84</u>
Land Taxes	\$ 1.51	
Improvement Taxes	\$ 137.16	
Auto Taxes	<u>23.32</u>	
Total lessee taxes	160.48	
Per acre (160.48 ÷ 38.1) =	<u>4.21</u>	<u>- 5.72</u>
Net Rent per acre		\$ 7.12

NOTE: In fall of 1983 the Lindgren's sold their residence and other improvements and received approval to transfer their lease. This is why 1984 was not used. However if the Lindgren's had retained this leasehold the results would have been essentially the same.

TRANSFeree(S)	TRANSFEROR(S)	APPROVAL	DESCRIPTION	CONSIDERATION
Fleming, Arthur & Agnes	W. H. & Mrs. Burmiester	7/21/49	SE $\frac{1}{4}$ SE $\frac{1}{4}$ & part SW $\frac{1}{4}$ SE $\frac{1}{4}$ less E $\frac{1}{2}$ Sec. 16	8,500.00
	Hubert Mendenhall	7/21/49	E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16	3,850.00
	Milton V. Harris	3/19/53	NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15	800.00

Paul F. & Jacquelin A. Nieland	Arthur & Agnes Fleming	7/20/71	NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15	10,500.00
Curry B. & Ruby Godwin	"	8/19/71	E. 107.3' of N 823' Sec. 16	5,000.00
Curry B. & Ruby Godwin	"	8/19/71 & 1/20/72	W 143', E 884', N 823' Section 16	2,700.00
Wm. J. & Shirley Doughty	"	9/7/78	Lot 10, Lea Brook Subdv.	41,500.00
Bayside Originals	"	9/22/85	Lot 17, 3rd Addition Lea Brook Subdv.	10,840.00

TRANSFeree(S)	TRANSFEROR(S)	APPROVAL	DESCRIPTION	CONSIDERATION
Gable, Ann J. (Charles - deceased)	Arthur Cink	4/7/61	NW ¹ / ₄ SW ¹ / ₄ SW ¹ / ₄ , Sec. 16	8,000.00
	J. B. Littletaylor	11/6/45	Lots 15, 16, Blk. 45 Division 4	?

Wm. W. & Jessamine C. Gray	Ann J. Gable	9/7/61	Lots 15, 16, Blk. 45 Division 4	8,000.00
Bayview Services, Inc.	"	7/6/72	Lot B, Section 16	30,000.00
Donnie D. & Margaret Todd	"	10/27/82	Lot A (E 100') Sec. 16	60,000.00

Phil Pidgeon
Jacqueline McKean

Sam Dixon
^{Lucier}
Lucille Rockwell

Robert C. Lucy

Don Gooden

Gale W. Rowel

Ernest Bailey

Titus R. Mason

Ruth Rockwell

C. W. Coleman

FSTC

Central Bank of the South

Robert B. Mason

John Parker

Fredrick E. Boone

Allen C. Hoffman

E. B. Swen, Jr.

Phillip Dixon

Dale Citterdahl

Claude Arnold
~~Cornell~~

Thomas H. Brown

Bartlett H. Jennings

COUNCIL PROCEEDINGS
FAIRHOPE SINGLE TAX CORPORATION

June 5, 1980

Council met in Regular Session in the Library at 7:30 P.M. with President Lucey presiding. All Councilmen, Vice President Wienand, Trustee Hoffman and Secretary Rowe were present. Guests were Gabrielle Gray, Mary Zogby and members Leonard Oppenheim and Donald Gooden.

Minutes of May 1 Regular Meeting; Special Meeting of May 14, 1980 and Executive Committee Meetings of May 14, 1980 and May 28, 1980 were approved.

Treasurers Report for the month of May was approved and ordered placed on file.

Bills were allowed as follows:

Phil P. Dyson, estimates-----	100.00
F'hope Title & Survey, grave stake-----	25.00
Jani-Care, Inc., cleaning-----	60.00
Stone, Partin & Granade, legal (tax assist.)-----	2,250.00
Office Sund.-----	25.08
Bidgood, supp-----	44.93
Bald. County Treasurer, appraisal sheets-----	250.25
Gray and Assoc., public relations-----	974.69

Lessees transfers were approved, subject to the rules, as follows:

155 Patricia B. Moore to Claire T. Gray & Benjamin S. Gray, N. 72.5 feet
Lots 12 & 13, Block 3, Division 3.

30 Lorenza E. Brown, Joyce E. Brown and Tony E. Brown to Tony E. Brown &
Kerry M. Brown, Lot 1, in Brown Tract in SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 22-6-2.

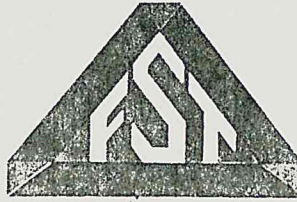
Assent to Mortgage on Lots 9 & 10, Block 26, Division 2 to Baldwin County Savings & Loan Association was approved.

Cancellation of transfer Mildred Gentry Estate to Marthol L. & Paula E. $\circ k$
Baker, Lots 15, 16 & 17, Blk. 37-42, Mag. Bch. Addn. was reported.
Request from the Baker's for a refund of lease transfer and assent to mortgage fees was considered. In view of the facts that the Baker's initiated the cancellation because of a time factor and not because a clear title was unobtainable and that much of the work involved in a transfer had been accomplished, the Council decided to deny the request.

Treasurer Boone presented the status of past due accounts (copy of Report attached.) Council further discussed the 1979 and earlier category. Primary question was, what initiative does the Corporation have in recovering a lease under these conditions? Does the sucessful bidder for improvements automatically get the lease? What if land value is obviously in the bid price? Can the Corporation enter a bid? Council directed President Lucey to discuss these implications with Counsel Stone.

Council discussed the resolution presented by Councilman Mason at the May meeting regarding eliminating funding or monetary support to a lessee in subdivision development. Council decided to carry over this resolution for further discussion. Council is concerned with impact on future rent calculation and also lease transfer considerations.

Two instances of administrative errors in rents were discussed - one an overcharge (error in 1975) and one an undercharge (error in 1979). Council determined that the following actions be taken:



Fairhope Single Tax Corporation

EST. 1894

October 24, 1984

Norborne C. Stone
P. O. Box 1109
Bay Minette, AL 36507

Re: Rezner Suit

Dear Norborne,

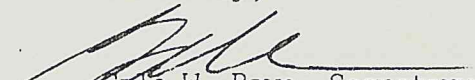
Answers to 23 (Some production request) enclosed. Information provided for each lessee includes: Rent Cards, Rent Ledgers, Manual Rent Calculations, Computer Rent Printout, and leases (past 25 years).

There are exceptions as follows:

1. Rezner documentation previously provided.
2. Country lessee rent calculations previously provided.
3. Rent cards for Klumpp and Hoffren are missing for certain periods.
4. Available rent committee reports have previously been provided.
5. Executive Council minutes have previously been provided.

Also included for your info is a copy of the Curtis Report.

Sincerely,



Gale W. Rowe, Secretary

GWR/myb

Enclosures as noted

Rent overcharge - refund by check with accumulated interest (8%) and letter of explanation to lessee.

Rent undercharge - correct rent at beginning of next year. Send letter of explanation to lessee.

Council noted the need for a substitute estimator and approved Thomas H. Brown (who volunteered) to be called upon when the regular estimator, Phil Porter Dyson, is not available.

Regular Council meeting dates of July 3 and September 4 were changed to July 2 and September 3 respectively.

Renewal of subscription to "Georgist" was approved.

Council approved the motion that the Secretary and Cashier have safe combination in lieu of President and Secretary. Council also approved changing the combination.

Education Committee Chairman Parker presented a report of recently completed economics classes. Thirteen individuals completely met requirements for proficiency certificates; one needs to make up at least one lesson and see the film "Stand Up For America". Council approved a fee of \$250 to Instructor Sam Dyson plus reimbursement of 38.05 for materials expenditures. Council noted that Mr. Dyson expanded upon the standard outline material for this course. The Committee will consider adoption of this revised course material for future courses when copy is supplied for their review. Council also approved a fee of 25.00 to Mr. Phil P. Dyson for showing the film.

Council approved the Finance Committee's recommendation that the Corporation buy the new "Office Package Policy" for building, building contents and business auto protection. New premium is \$282 per year as opposed to \$557 for less coverage.

Council approved the obtaining of assistance in the office to complete the task of assigning assessed land values to leasehold (i.e. land value map and related documentation).

President Lucey announced the following: Drainage pipe had been installed on the Morphy Ave. project; Roof repair had been completed at a cost of \$77; Rearrangement of telephone system had been accomplished and cost will be amortized in about five (5) months; CPA's Parker, Fickling & Jordan have advised that our audit is almost complete; A review of all credits given on ad valorem tax on movable property is being accomplished with a view towards establishing a comprehensive policy.

Adjourned.

Approved-----, 1980
/myb-----, Sec.

To Executive Council
President

STATUS OF PAST DUE ACCOUNTS

1. 1979 and earlier category

- a. 5 individuals have not responded yet. Counsel is preparing to advertise these accounts. Total due is \$12,138.72 plus interest.

2. 1980 1st half delinquents. This numbers 37 which is down from 65 on 6/1/80. Total due is \$5,313.81 plus interest. At lease 10 (\$832) will be handled through the mortgage company shortly.

3. 1980 rent collection through May is \$171,005.36. Interest \$1,202.26.

Respectfully submitted.

Frederick I. Boone,
Treasurer

COUNCIL PROCEEDINGS
FAIRHOPE SINGLE TAX CORPORATION

July 2, 1980

Council met in Regular Session in the Library at 7:30 P.M. with President Lucey presiding. Councilmen Boone, Brown, Ingersoll and Parker and Secretary Rowe present. Also present were Engineer Boone; Members Davidson, Oppenheim, Gooden; Gray and Associates representatives Gabrielle Gray and Mary Zoghby; Ida Zyriek, Gene Tillman, Dr. and Mrs. Walker; and CPA firm Parker, Fickling and Jordan representatives Sam Parker & Ken Hanak.

Minutes of Regular Meeting of 5 June 80 were corrected to include "The Committee will consider adoption of this revised course material for future courses when copy supplied for their review". and approved.

Minutes of Extraordinary Meeting of June 13, 1980 were approved.

Minutes of Executive Committee Meeting of 18 June 80 were corrected to read "Steven D. Evans to Vincent M. Gregorius, Jr., Lot 19, Block 47-East, Magnolia Beach Addition and assent to mortgage to Real Estate Financing, Inc.".

Corrections (typographical) to February, March and May Treasurer Reports were approved. June 1980 and year to date Treasurers Report were discussed, approved and ordered placed on file.

Bills were allowed as follows:

I.B.M., supp-----	89.98
USPO, bulk mailing-----	107.18
Safeguard, supp-----	196.41
R. L. Polk, city directory-----	44.00
Phil P. Dyson, estimates-----	220.00
Phil P. Dyson, exp. Henry George Day-----	125.60
JaniCare, Inc.-----	75.00
Office Sund.-----	148.88
Gray & Assoc, P.R.-----	776.00

Proposed transfer considerations were discussed with transferor Gene Tillman and representative Ida Zyriek and transferees Dr. & Mrs. Walker and then they were excused.

Lessees transfers were approved, subject to the rules, as follows:

225 + 226 (C.E.C.) Gene Tillman to Mrs. Elaine T. Walker, Lots 3 & 4, Ingleside Unit Two, SE 1/4 NE 1/4, Sec. 17 and assent to 1st National Bank of Mobile.

172 Anna Elizabeth Park to Arden Flagg, Lot 5, Blk. B, Div. 4. 67
208 Jack D. & Dorothy S. Stapleton to Daisy D. Benson, Lot 2, Blk. 14, Div. 1 and assent to mortgage to transferors.

81 Albert L. & Martha L. Godwin to Bald. County Savings & Loan Association through foreclosure deed and assent agreement.

68 Bill W. & Jane S. Fleming to Dorothy Kinzelman, pt Lot 14 & pt Lot 15, Blk. B, Div. 4, SUBJECT to mortgage assumption to 1st Southern & approval of Association.

31 Margaret Campbell Estate to Jane K. Robertson, stipulation of Last Will and Testament. Lot 15, Block 3, Division 3.

176 Evelyn E. Perry to Norma W. Southern, Lot 2, Blk. 26, Div. 2, subject to contract assumption and 2nd mortgage to transferor.

CPA Firm of Parker, Fickling and Jordan representatives presented a preliminary report of the 1979 Financial Audit. Balance sheet, income and financial position change figures were defined and discussed with the Council. Further discussions will be held among the CPA Firm, Officials and Financial Committee interim to preparation of the auditors opinion.

A summary of the past due account situation was reviewed (see attached status report). President Lucey announced Counsel Stone was to have entered the suits for rent collection on the 1979 and earlier overdue accounts by 3 July 1980.

The Engineer presented the Ingleside North engineering plan and cost estimates for street, sewer, water, gas and storm drainage as prepared by Moore Engineering. Several alternatives were posed by the plan and estimates. Extensive discussion was held; however, the Council determined that a final selection and decision could not be made at this time. A motion was made and passed (Parker voting nay) directing President Lucey to write a letter to the city council to determine the validity of the street plan approved in 1961 for Ingleside North.

Status of current rent review was discussed (see attached report). Council approved rent refunds to two lessees and also the rent corrections reported.

Engineer Boone reported on inspection of three (3) leaseholds with reported drainage problems. In his opinion none of the leaseholds had been damaged through FSTC action or inaction but was the responsibility of the leaseholder(s). President Lucey was directed to communicate with lessees.

Membership petition of Connie Stejskal was referred to the Membership Committee for action.

President Lucey reported the passing of FSTC member Celida Howard. He noted that Miss Howard was a tireless and inspiring worker on behalf of the Corporation during the 1979 legislative session.

Adjourned.

Approved-----, 1980
Sec.

/myb

July 2, 1980

As of 6/30/80 - Past due accounts status

A. 1979 and earlier - 6 people, 7 accounts

3 - Counsel preparing suit (M. Hoffren, G. Davidson, E. Clark)

1 - Divorce proceeding to settle account (W. Hoffren)

1 - Estate action (Mills)

1 - Monthly payments (Walker)

Total due including interest - \$12,658.36

B. 1980 1st half - 24 people, 24 accounts - Total due including interest

(letters sent with statement) - \$4,078.79

C. 1980 1st half (interest charges, tax collector penalty)

12 people, 16 accounts - Total due

113.43

(letters sent with statement)

July 2, 1980

RENT CORRECTIONS:

1. During a double checking operation (rent cards vs rent ledgers) prior to mail out of statements for the 2nd half - 4 ledgers did not match. Two (2) involved decreases of \$.36 and \$2.00 and were corrected with the 2nd half billing. One requires an increase of \$4.62 which with your approval will be adjusted with the 1 Jan. 81 billing.

One ledger however reflected an overcharge of \$93.84 per year. This was caused by transposition of figures prior to rent calculation. A refund of \$140.76 plus interest (8.81) is due to lessee and with your approval this will be done.

2. A review of the 1970 computer calculated rent for leasehold on Lot 9, Blk. 6, Div. 4 indicates that one line of information was entered as positive instead of negative. The rent for that year increased \$412.90 instead of \$174.22. To correct this error, a refund of \$1,858.03 (including \$343.06 interest) is due.
3. Review of rents continues. Currently one whole block in Division 4 is going to be recomputed because corner influence did not carry through beyond the corner lots.

COUNCIL PROCEEDINGS
FAIRHOPE SINGLE TAX CORPORATION

October 2, 1980

Council met in Regular Session with President Lucey presiding; Councilm Boone, Mason and Parker and Secretary Rowe present. Members Leonard Oppenhe and Dorothy Yeager and guests Lee Masterson and Barbara Manders were also present.

Minutes of Regular Meeting of 3 September 1980 were approved.

Minutes of Executive Committee Meetings of September 10, September 17 and September 24, 1980 were approved.

Treasurer's Report for September 1980 and Year-To-Date was approved and ordered placed on file. (Copy attached).

The Financial Statement as of August 31, 1980 was reported and approved

Bills were approved as follows:

Thomas H. Brown, estimates-----	20.00
Phil P. Dyson, estimates-----	160.00
Parker, Fickling & Jordan, audit-----	4,525.00
" " " " , C.P.A.-----	1,400.00
Aaron Norris, tree removal-----	125.00
JaniCare, Inc., cleaning-----	60.00
Gray & Company, P. R.-----	772.55
Office Sund.-----	33.79

Elements of value involved in the proposed transfer of Bobby G. Tate and Betty B. Tate leasehold to James R. Kennerson & Katherine E. Kennerson were discussed with their representatives, Dorothy Yeager, Lee Masterson and Barbara Manders and then they were excused.

Lessees transfers were approved, subject to the rules, as follows:

227 Bobby G. Tate & Betty B. Tate to James R. Kennerson & Katherine E. Kennerson, jointly, pt of Lot 1, Block 9, Division 2 and assent to mortgage to 1st Sou. Fed. Savings & Loan Assoc.

174 Anne Garrick Patton to Allen J. Barkin, Lot 4 and the West 10 feet of Lot 3, Block 33, Division 2 and assent to mortgage to Home Savings & Loan Association.

Action on proposed Subdivision Policy was delayed until comment on the proposal is received from Counsel.

Status of past due accounts was discussed with the Council by President Lucey (see attached). Council approved referring the 14 accounts that are now over 9 months delinquent to Counsel Stone for collection action.

President Lucey presented a proposed Agenda for the Annual Meeting on 11 January 1981. Council approved. (Copy attached)

Rent Study Committee Vice-Chairman set a meeting for the Committee on 10 October 1980.

Council approved a refund of an overcharge on rent caused by a calculation error.

Membership Petition of Jo Anne Kerr was referred to the Membership Committee Adjourned.

Approved-----, 1980
/myb-----, Sec.

AS OF 2 OCTOBER, 1980

PAST DUE ACCOUNTS

A.	1979 & Earlier	4 people, 5 accounts	(decrease of 1)
	2 - Counsel entered suit	M. Hoffren	\$12,900.02 plus interest
		E. Clark	230.02 plus interest
	1 - Mills Estate		80.21 plus interest
	2 - Monthly payments	M. Walker	104.92 plus interest
			\$13,315.17
B.	1980 1st half	13 people, 14 accounts	\$5,868.59 plus interest
C.	1980 1st half, interest, tax collector penalty		68.21 plus interest
		TOTAL	\$19,251.97 (down \$1,171.45)
D.	1980 2nd half,	108 people 118 accounts	\$15,564.68 plus interest
		TOTAL DELINQUENT	\$34,816.65

STONE, PARTIN, GRANADE & CROSBY

ATTORNEYS AT LAW

BAY MINETTE, ALABAMA AND FOLEY, ALABAMA

MAILING ADDRESS: P. O. BOX 1109, BAY MINETTE, ALABAMA 36507

NORBORNE C. STONE, JR.
CHARLES C. PARTIN
FRED K. GRANADE
SAMUEL N. CROSBY
DANIEL G. BLACKBURN

March 7, 1985

TELEPHONES
BAY MINETTE: (205) 937-2417
(205) 432-0340
FOLEY: (205) 943-8886

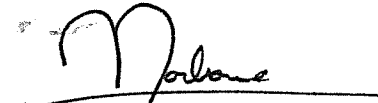
Mr. Gale Rowe
Fairhope Single Tax Corporation
336 Fairhope Avenue
Fairhope, Alabama 36532

Dear Gale:

Enclosed herewith you will find a copy of a letter which I have received from the court reporter with respect to the deposition of R. J. Potter and the enclosures mentioned in that letter.

With best regards, I am

Sincerely,


For the Firm

NCS:lr

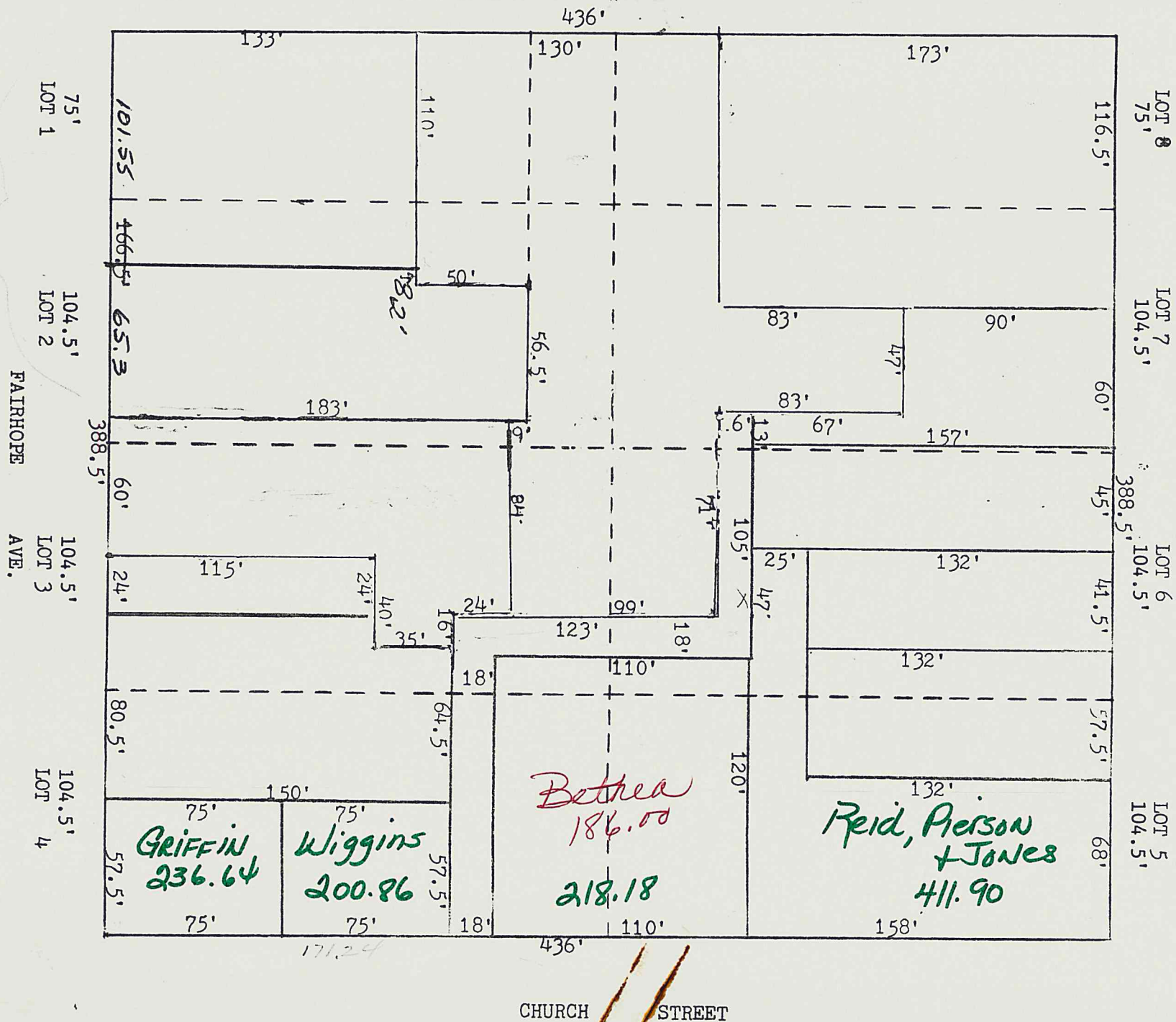
Enclosure

STREET

 $1'' = 60'$

AVE.

BLOCK 8, DIV. 1.
1973 3.889



BAYVIEW AVE.

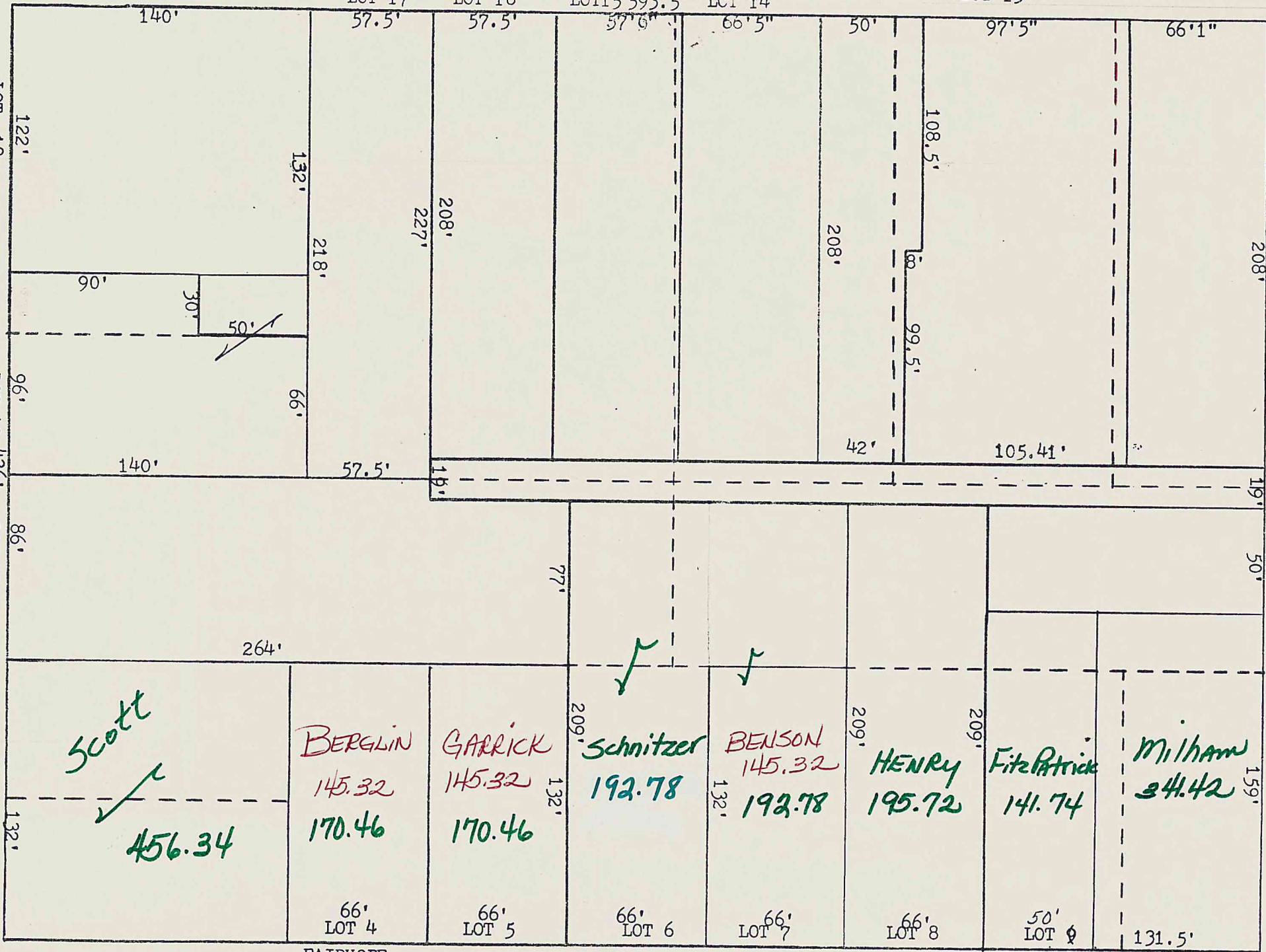
LOT 18

LOT 19

LOT 1

LOT 2

LOT 3



FAIRHOPE

AVENUE

MAGNOLIA AVE.
LOT 15 593.5'

LOT 13

1"=60'

LOT 12

SUMMIT

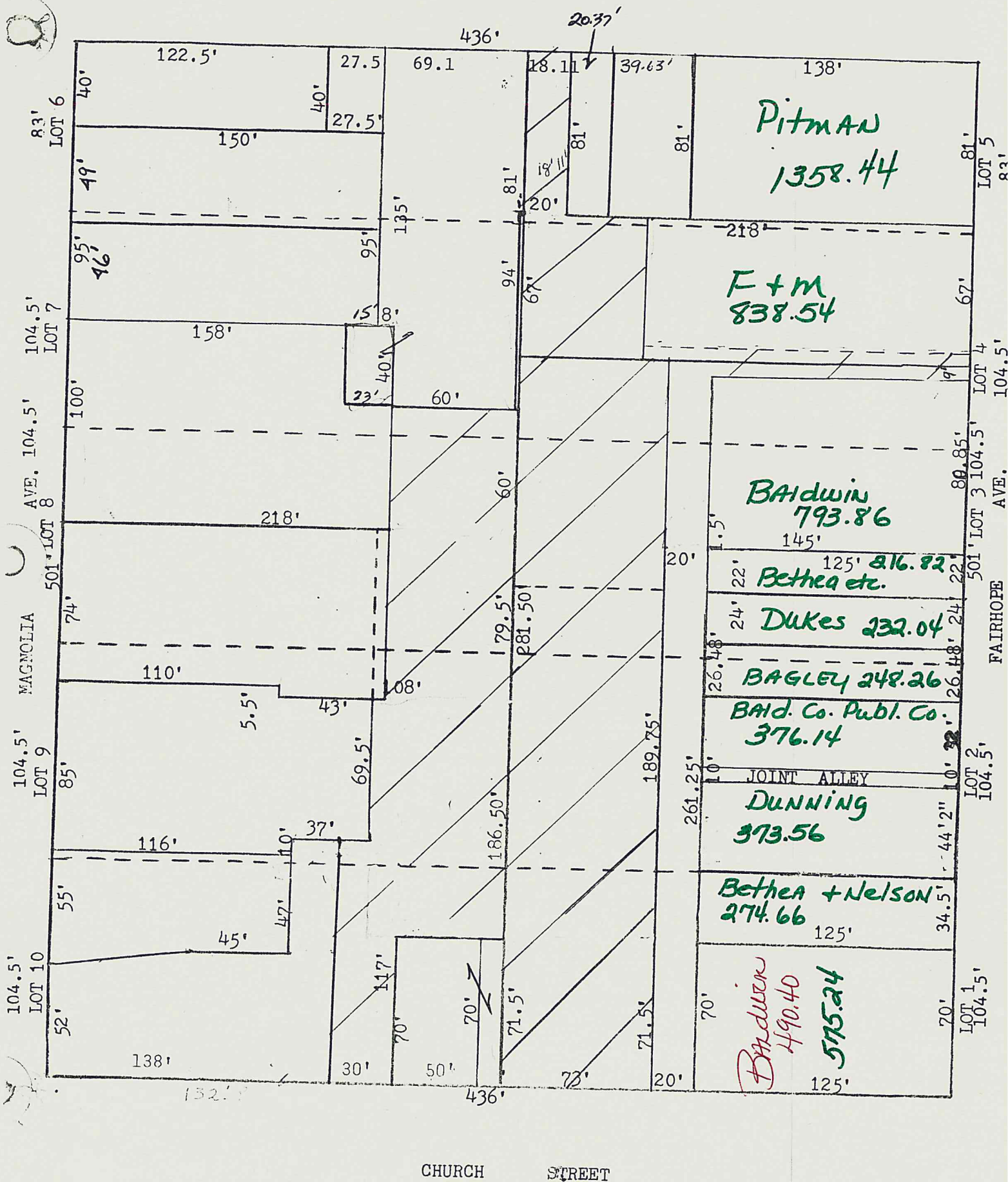
STREET

LOT 11

BLOCK 9, DIV. 1.
1973
LOT 10

BLOCK 7, DIV. 1.
1973 5.015

STREET



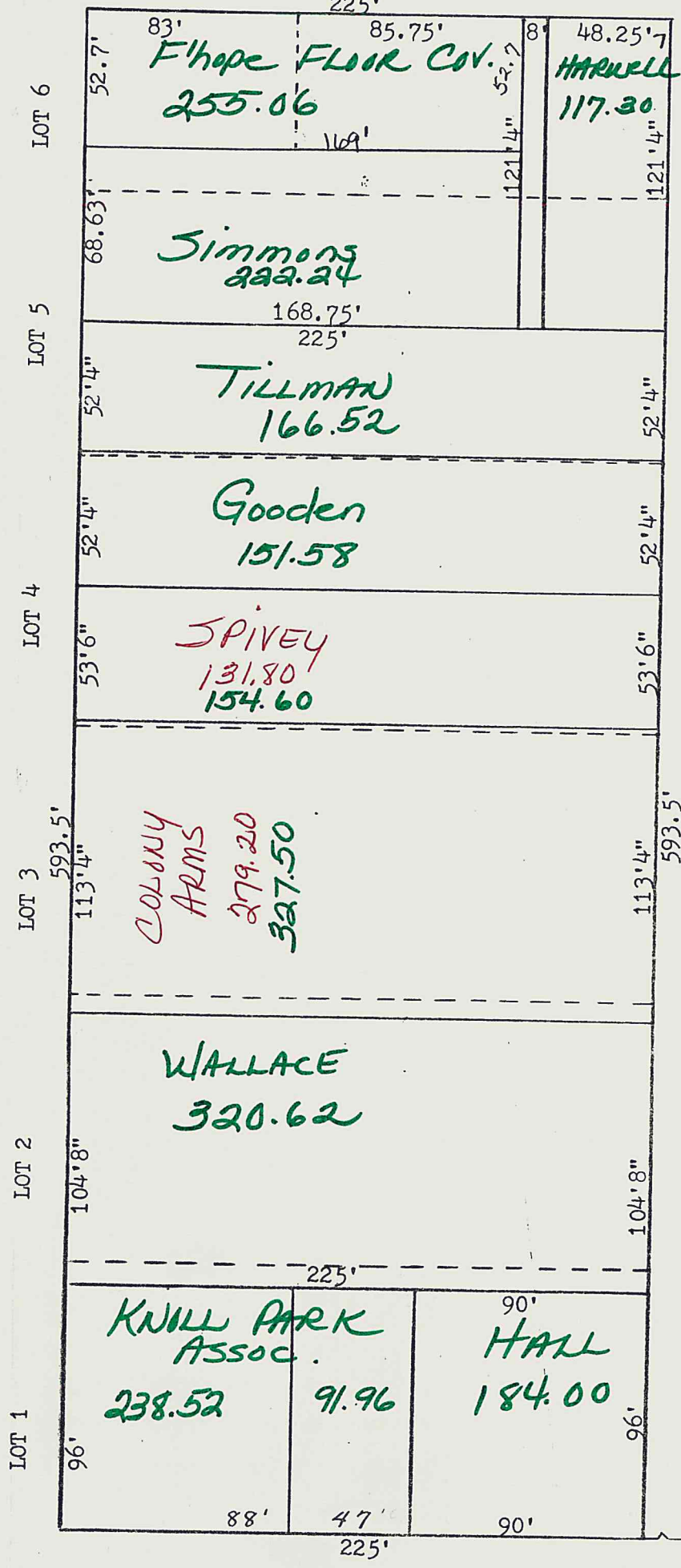
1"=60'

SUMMIT STREET

BLOCK 10, DIV. 1.
1973 3.158

54603370006 039

FAIRHOPE AVE.



1"=100'

FAIRHOPE AVE.

346'

BLOCKS 21, 22, & 23

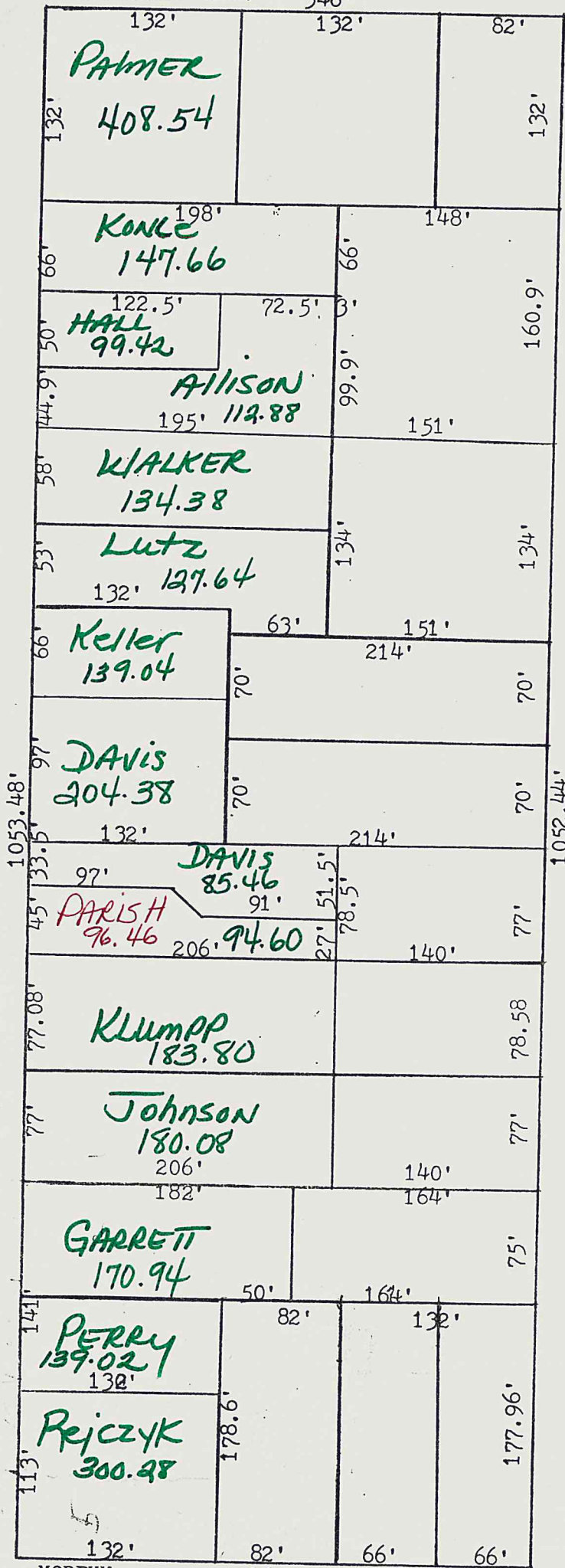
DIV. 4

1973

2-3042e

SCHOOL STREET

BROWN STREET



1"=60'

LIBERTY

STREET

BLOCKS 23-27,
MAGNOLIA BEACH
1973

4.803

STREET

ORANGE

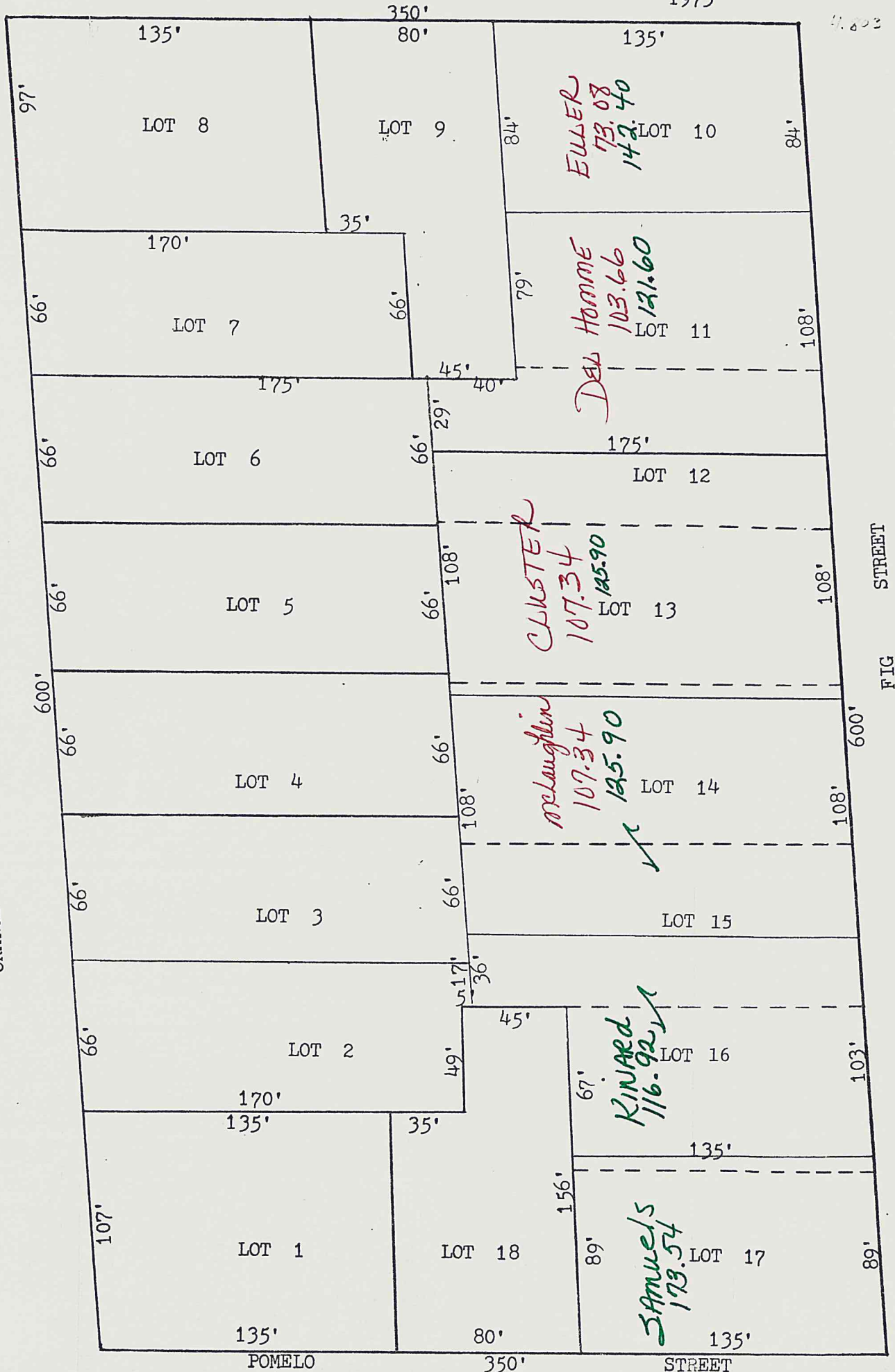


FIG STREET

1"=80'

BLOCKS 37-42,
MAGNOLIA BEACH
1973

5.229

CHURCH STREET

ORANGE STREET

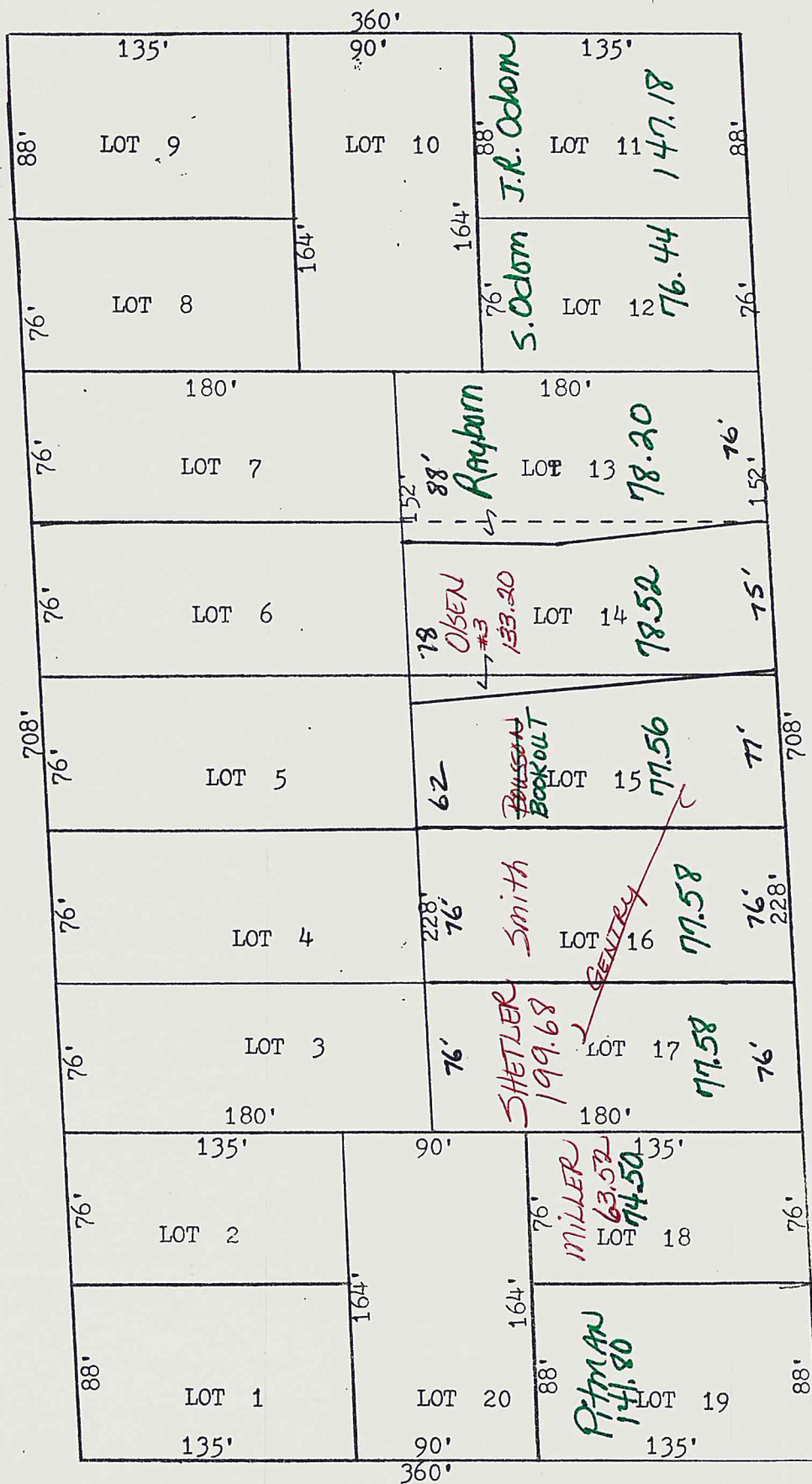


FIG STREET

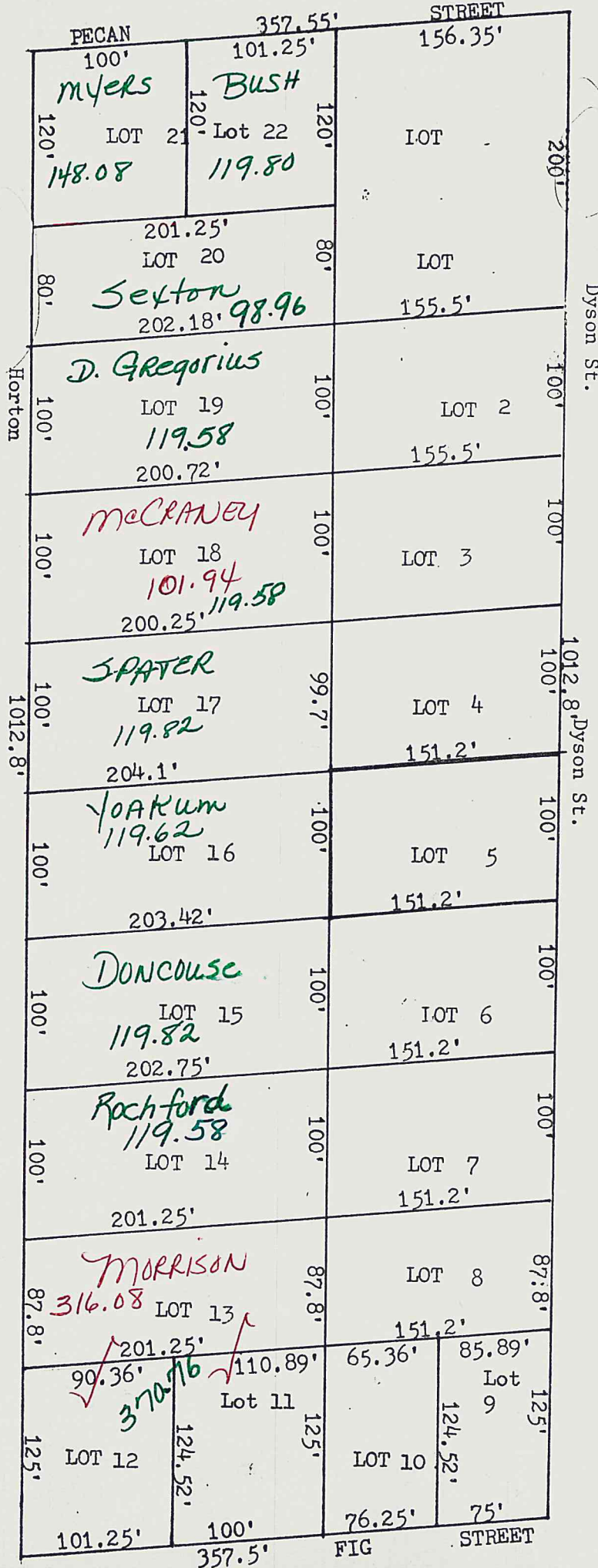
LIBERTY STREET

Lots 13, 14, 15 changes as recorded in Map Book 10, pg 121

1"=100'

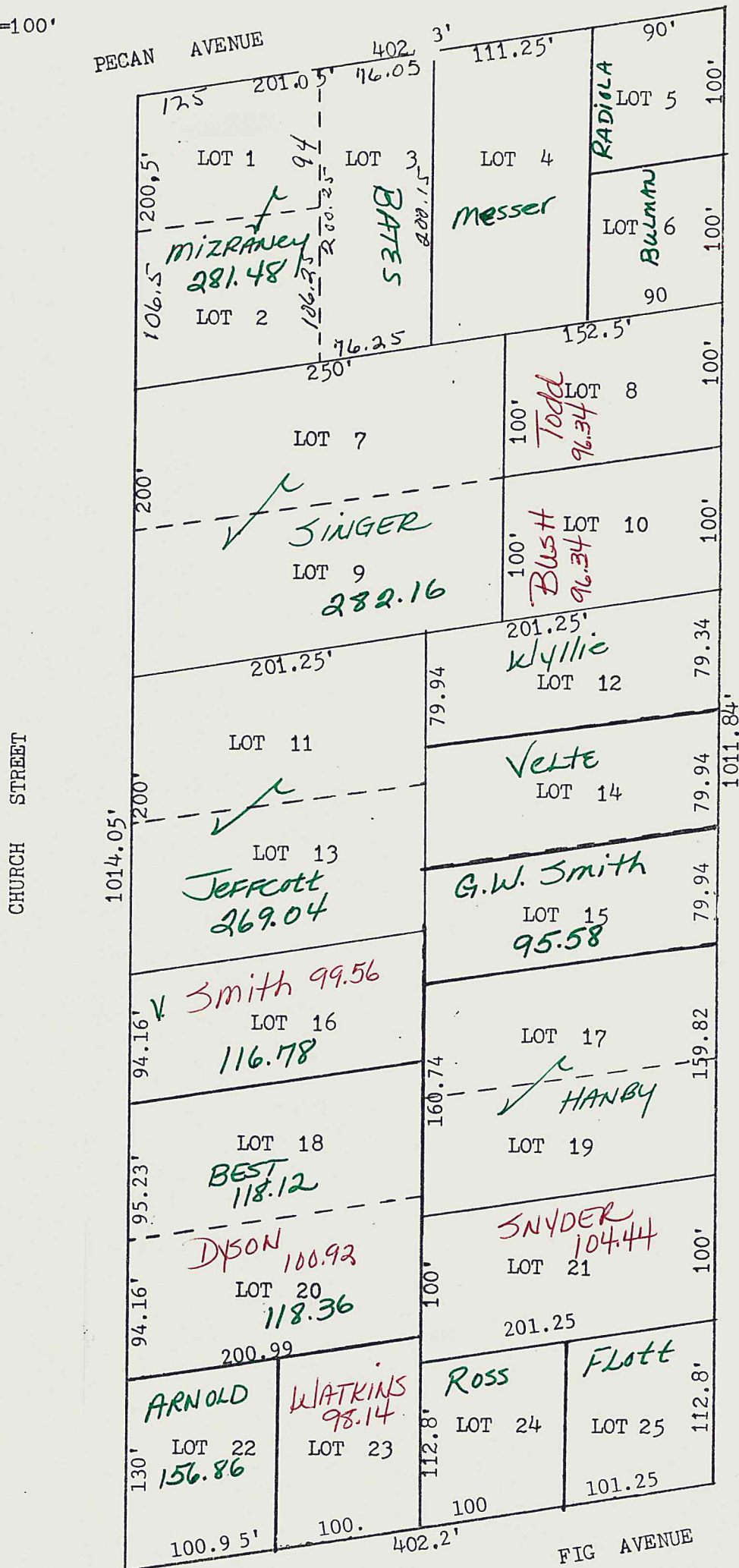
BLOCK 47-E
MAGNOLIA BEACH
1973

8.224



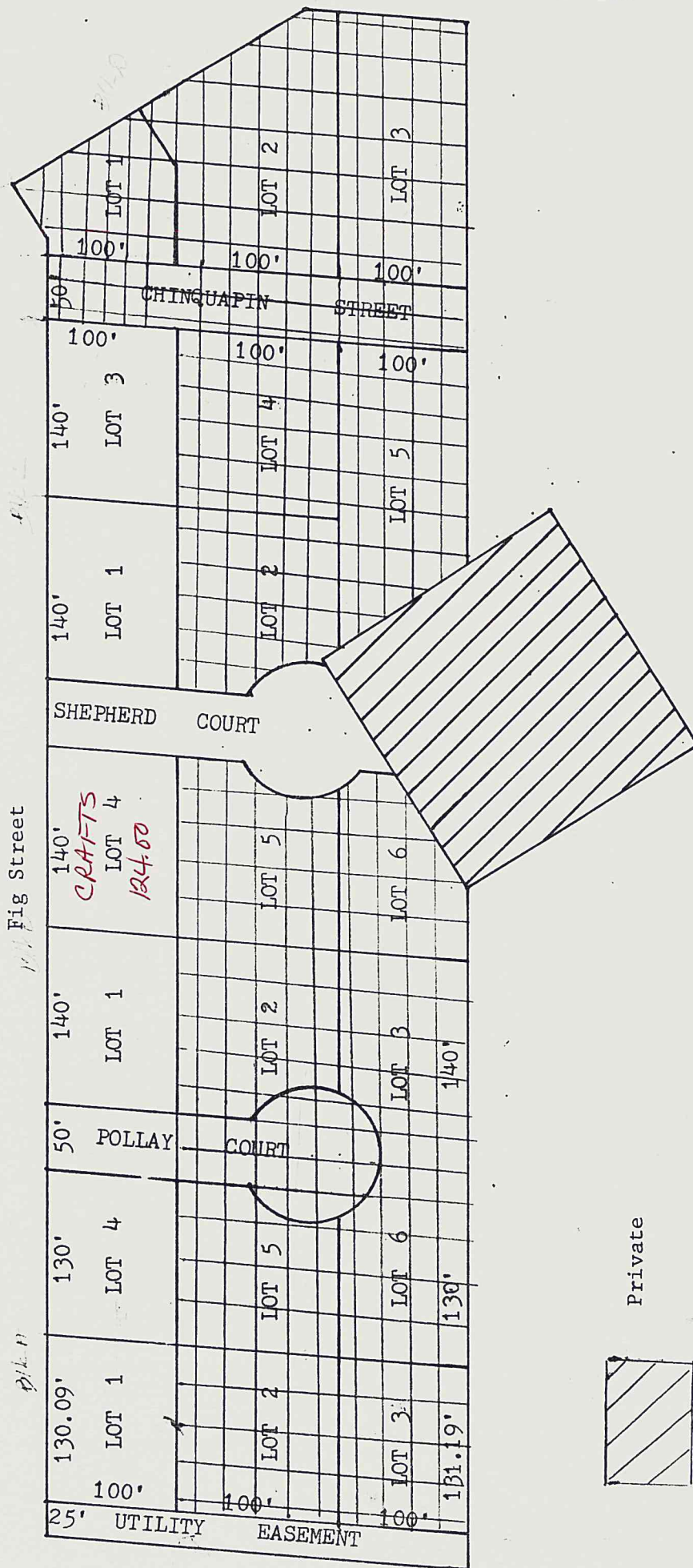
BOORUM & PEASE "NOTEAR"®

9.3.25



1"=120'

BIG HEAD HUMMOCK
EXTENSION OF
MAGNOLIA BEACH
BLOCKS A, B, C, & D



54603300 014175
(01242)

120-14 City
 120-7 Country
 Section 16
 50+ Acres
 24.394 A, SW1/4 SW1/4
 66.16 A. E1/4 SW1/4
 5.12 A. to Hoffman 4-3-69
 808.5 front paving
 BARR, HARRY & MRS. WAINO HOFFREN
 HOFFREN, MRS. WAINO & WAYNE J. 4/6/72 OK

YR.	N	E	S	W	MUL.
67	Per Acre				6.53

24.394 Acres @ 7.03 171.49
 Less 1 1/2 Acres @ 1/3 off 3.51
 66.16 Acres @ 6.52 431.36
 Less 2 1/2 Acres @ 1/3 off 5.42
 5 Acres @ 2/3 off 21.70

Total 404.24
 Paving 4308.45
 ER-67 129.25
 701.48

4 @ 250-1.260-.0504 x 250 12.600
 4 @ 400/626.7-.0682-.00273 x 648.8 1.771
 (4.8000) OF 626.7-000 14.371
 10.44
 150.03

19.582 Acres @ 7.03 137.61 (137.66)
 Less 1 1/2 Acres @ 1/3 off (3.51) 134.15

66.16 Acres @ 6.52 431.36
 Less 2 1/2 A @ 1/3 off 5.42 5.42
 " 5 A @ 2/3 off 21.72 21.70

404.24
 688.42
 121.76
 810.18

Paving 4058.45 @ .03
 ER-68
 ESS: To W. J. Hoffren
 .13 acres @ 6.52 -33.44
 8.5 ft. paving @ .03 27.26
 60.70
 IR-69 Bal rent 749.48

80.612 Acres 70-876.80
 Country 2507.96
 City 602.80
 3110.76

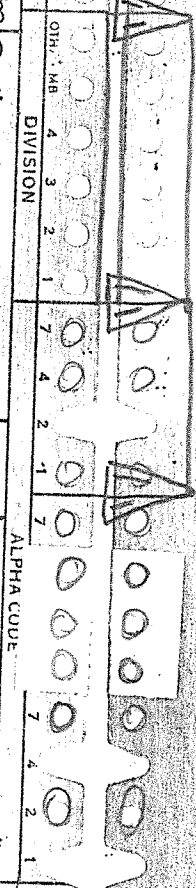
5 Change -
 - over - 79- 3495.80 Country
 775.50 City

15 Country 3662.68
 City 972.50
 4635.18

Road adj. for 75
 Country 3662.68
 Less adj. 8060.04
 City 2794.64
 661.12

DWG-79 Country 3495.80
 City 775.50

to 29.8 + to East Gate Ltd. (Country)
 GWR-83 - Country 2081.80
 City 775.50
 2857.30



T NO. 13-19

TERMS

RATING

CREDIT LIMIT

SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ &
W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ & ME
part NE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 16-6-2

ADDRESS

ACCOUNT NO.
Barr, Harry & Marcia
Hoffren, Waino & Marjorie
Rt. 1, Box 137
Fairhope, Ala.

DATE	ITEMS	FOLIO	✓	DEBITS	✓	CREDITS	BALANCE
1964	Rent Charge			59518			
Apr 21	Chqy			139		29759	29898
	TD Jenson					1078	28820
Nov 13	check					28820	
" "	cash			272		272	
Nov 28	64 Auto Tax (5)			59932		59932	
	64 SCC #41-118.04						
		103				6694	
1965	Rent Charge			57362			
Oct 21	check			448		28425	28681
Dec 14	65 Auto Tax -5-					7570	
" "	check			473		91584	
	65 SCC #40-112.84			58275		58275	
1966	Rent Charge			57862			28691
Sept 13	check			574		29200	
Dec 29	66 Auto Tax -6-					6882	
	check			568		22862	
				58504		58504	
1967	Rent Charge			74570			27280

NAME
ADDRESS
CITY

ZIP-O-RITER DO-ALL MASTER

Barr & Hoffren
Rt. 1, Box 137,
Fairhope, Ala.

MADE IN U.S.A.

ZIP-O-RITER DO-ALL MASTER

90.55
~~92.77~~ Acres
SW 1/4
Sec. 16

MADE IN U.S.A.

DATE	DESCRIPTION	CHARGES	✓	CREDITS	BALANCE	PREVIOUS BALANCE
	BALANCE FORWARD 66 SCC #42 - 116.44					
	1967 Rent Charge	745 70				
	1st Half				372 85	
April 22	- Check -	48 182		374 67		
	2nd Half Rent (to James)			7 18	365 07	
Aug 30	- check	74		365 07	=	
	67 SCC #45 - 117.84	747 52		747 52		
	1968 Rent Charge	808 82				
	1st Half				404 41	
	2nd Half Rent				808 82	
June 21	- check	5		404 41	404 41	
Oct 2 - 67	Auto. Tax - 4 -	41		39 00		
	- check	41 787		372 68	=	
	68 SCC #45 - 94.98 } 117.86 68 SCC #47 - 2288	816 09		816 09	=	
	1969 Rent Charge	810 18				
	1st Half				405 09	
Mar 15	- check	88		405 09		
	To Wayne Hoffren 4-8-69			30 35		
	Bal 3rd Half Rent (69)				374 74	
Wec 31	69 Auto. Tax	9		29 12		
	Check	9 760		353 12	=	
	69 SCC #46 - 114.22	817 68		817 68	=	
	1st Half 1970 Rent	438 30			438 30	
	2nd Half 1970 Rent	661 72			1100 02	
August 3	- Check	59 11 77		462 24	637 78 497 25	
		1,111 99		462 24	649 75	

NAME

ADDRESS

CITY

Bar & Hopper

ACCT. NO.

SHEET NO.

CREDIT LIMIT

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE	PREVIOUS BALANCE
	BALANCE FORWARD			649.75	
	Balance due from 1970			649.75	
1971	Rent Charge	1100.02			
	Net Hall			1199.76	
Jan 15 - 70	Oct 47	197	141.78		
	70 Auto tax - 4 -		33.67		
	Check	2.17	186.49	550.01	
<i>New Ledger 2-10-71</i>					

Bar & Hopper
Box 133
Bar & Hopper

200-10
2M
35-10
00-27

ZIP-O-RITER DO-ALL MASTER

NAME
ADDRESS
CITY

Barr & Hoffren
Rt. 1, Box 137
Fairhope, Ala. 36532

MADE IN U.S.A.

ZIP-O-RITER DO-ALL MASTER

90.55 Acres
SW 1/4
Sec. 16

MADE IN U.S.A.

Wayne Ave.

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE	PREVIOUS BALANCE
	BALANCE FORWARD			1970 Bal By 649.75	
	1971 Rent Charge	110002			
	1st Half & Bal.			1199.76	
Jan 15 - 70	Sec #47 127		141.78		(5500)
	70 Auto tax -4-		23.67		
	Check	217	486.47	5500.1	
De from 1970		649.75		1100.02	
	2nd half 1971 & Bal		651.92	1100.02	
Nov. 19 - 71	Auto tax -4- 70		25.93		
	Check	32.98	1100.99		
	71 Sec #44 144.90	1785.92	1785.92		173.8
	1972 Rent Charge	100001			
	1st Half				
Marjorie Hoffren Survivor Joint to Wayne Hoffren April 6-72					

ZIP-O-RITER

DO-ALL MASTER

ZIP-O-RITER

DO-ALL MASTER

NAME
ADDRESS
CITY

Mrs. Marjorie Hoffren
Rt. 1, Box 283
Fairhope, Ala. 36532

MADE IN U.S.A.

82.91 A.
~~90.55~~ Acres SW $\frac{1}{4}$
Sec. 16

Morphy Ave.

MADE IN U.S.A.

DATE	DESCRIPTION	CHARGES	✓	CREDITS	BALANCE	PREVIOUS BALANCE
	BALANCE FORWARD 71 Sec # 44- \$144.90 Bar - Hoffman					
	1972 Rent Charge	154686				
	1st Half				77343	
5/01	10 - Cle - house	500		500	47843	
	2nd Half 72 + Bal				154686	77343
		155186		500	154686	154686
		154686				
	1973 Rent + Charge	177770				
	1st Half + Bal				226396	154686
7/21	10 - CE	27112		144197		
	72 Sec # 42	146		144197		
	2nd Half 73 + Bal	3,62738		163388	199370	226396
	Dec 28 Ch	16		7887	206633	199370
	73 Auto tax	16			624	
	73 Sec # 44	370645		370645		
	216.14	370645		370645		
	1974 Rent Charge	266396				
	1st Half				133198	266396
	2nd Half 74 + Bal	266396			266396	133198
12/27 74	Auto tax	242		2860		
	Ch	242		10656	274192	266396
	74 Sec # 417					
	222.38	277052		277052		
	1975 Rent Charge	775970				
	1st Half				288485	277052
	1975 Corrected Rent	454194				
	Less transfer to Jansen	(20630)				

NAME
ADDRESS
CITY

Mrs. Marjorie Hoffman

80.34 A-
~~88~~
SW 1/4
16

City 2.55 Acres

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE	PREVIOUS BALANCE
Corrected Statement	BALANCE FORWARD	4,335.64			
3-11-75				2,167.82	
	Mar. 19 B.T. + B. 34	200	200		
	2nd Half 75 + Bal	4,335.64	200	4,335.64	4,335.64
New Card Separately City & Country H-522 A H-522 12-12-75 error of 672.96. Corrected before making new card - <i>some mistake 672.96. would balance!</i>					

Encl. 30235
Rt. 1, Box 583
Mrs. Marjorie Hoffman

Dec. 10
20-22 Acres SW 1/4

ZIP-O-RITER DO-ALL MASTER
 Mrs. Marjorie Hoffren
 Rt. 1, Box 283
 Fairhope, Ala. 36532
 MADE IN U.S.A.

ZIP-O-RITER DO-ALL MASTER
 80.34 Acres
 SW $\frac{1}{4}$
 Sec. 16
 MADE IN U.S.A.

DATE	DESCRIPTION	CHARGES	✓	CREDITS	BALANCE	PREVIOUS BALANCE
	BALANCE FORWARD					
1975	1st Charge	366268			366268	
75	Adjustment & Credit	(86604)				
		279664			279664	
		279664			279664	
		279664				
1976	Receipt Charge	279664				
	1st Half + Bal				419496	
30	75 SCC# 382 230			29882		
	May 10 75 Auto Tax 306			2444		
	ck - Wayne	18046		265384		
	2nd Half 76 + Bal	577374		297716	279664	
	TPV. 2-76 SCC# 392			29882		
	Dec. 6 cp.	577374		327592	2149782	
	76 auto tax - 4 "	9256		254514		
				1524		
		586630		586630		
1977	1st Charge	279664				
	1st Half				139832	
	2nd Half 1977 + Bal				279664	
		279664			279664	
		279664				
1978	1st Charge	279664				
	1st Half + Bal				419496	
May 3	77 SCC # 386	326		27958		
	77 auto tax	326		4940		
	ck	326		246766		
	2nd Half 78 + Bal	559328		279664	279664	

H-522B

NAME Mrs. Marjorie Hoffren
Route 1, Box 282
ADDRESS Fairhope, AL 36532
CITY

80.34 Acres
SW $\frac{1}{4}$
Sec. 16

ACCT. NO. _____
SHEET NO. _____
CREDIT LIMIT _____

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE	PREVIOUS BALANCE
	BALANCE FORWARD	559328	2796.64	2796.64	1215.51
12/29	78 DEC # 399 53		297.26		2448.94
12/29	78 auto tax 53		50.44		
		559328	3144.34	2448.94	12/30
	78 bal due	2448.94			12/30
	1979 Rent Charge	3495.80			
	1st Half + Bal			4,196.84	12/30
	2nd half 79 + Bal	5744.74		5744.74	12/30
12/20	79 auto tax 146		20.80		12/30
		5949.74	20.80	5923.94	12/30
		5923.94			
	1980 Rent Charge	3495.80			12/30
	1st Half Balance			7671.34	12/30
6/26	Interest adjustment for 1/17, 19, 20	1025.84		8697.68	12/30
	2nd half thru 6/20/80				
	2nd Half 80 + Bal			10,445.58	12/30
8/1	Interest thru 7/31/80	43.92		10489.50	12/30
8/14	79 DEC # 12130 223	49.40	49.40	10440.10	12/30
8/14	79 DEC # 12131 223	6.00	6.00	10434.10	12/30
12/31	Late Charge Int -	29.15		10725.15	12/30
		10780.55	3540	10725.15	12/30
		10780.55	5540	10725.15	12/30

12/29

12/30

FAIRHOPE, ALA. 36535
Rt. 1, Box 282
Mrs. Marjorie Hoffren

936434

ZIP-O-RITER

DO-ALL MASTER

NAME

ADDRESS

CITY

Mrs. Marjorie Hoffren
Rt. 1. Box 282
Fairhope, AL 36532

80.34 Acres
SW 1/4
Sec. 16

ACCT.
NO.SHEET
NO.CREDIT
LIMIT

MADE IN U.S.A.

DATE	DESCRIPTION	CHARGES	✓	CREDITS	BALANCE	PREVIOUS BALANCE
	PREVIOUS BALANCE					9364
12/31/80	Bal due	10,725.15				3098
	1981 Rent Charge	3495.80				1747
	1st Half & Bal				12,473.05	
2/24/81	Interest thru 7/20/81	105.30			12,578.35	
	To correct bal due 12/31/80					
	adjust & remove included					
	late charge	(1305.41)				
6/1/81	Capitalized Rent Balance (GWR)				1116.76	
7/1/81	2nd Half Rent & Balance	12,915.54			12,915.54	
7/1/81	Interest to Date	12,915.54			12,915.54	
	1982 Rent Charge	3495.80				
	1st Half & Bal				14,663.44	

20-7

HOFFREN
NAME
Marjorie & Wayne
ADDRESS
Rt. 1, Box 283
Fairhope, AL 36532

SHORT DESCRIPTION

50+
80.34 Acres
SW 1/4
Sec. 16

LEDGER NR

H-510

On Credit. 1980, 1981, 1982, 1983

Tax Payments

MORTGAGEE/VENDOR/
CONTRACTOR

ATE	FOLIO	DETAIL	CHARGES						BALANCE FORWARD →		TOTAL BALANCE
			FEES	BAL	INTEREST	BAL	RENT	BAL	CREDIT		
-82	H 522	C									
	81	Carry over			2,226.96	2226.96	12,915.54	12,915.54			15,142.50
-82	Rent	3495.80									
	1st Half + bal					2226.96	1747.90	14663.44			16,890.40
31		Interest			293.27	2520.23					17,183.67
23		Interest			548.52	2585.18					17,258.66
5	remainder	Int.			71.67	2666.85		14663.44			17330.20
31		Int.			521.32	2718.98					17382.42
1		"			97.75	2816.73		14663.44			17480.17
		2nd Half + Bal					1747.90	16411.34			19228.11
1		Int.			97.75	2914.47					19325.81
		Int.			218.76	3133.23					19544.50
31		Int.			328.14	3461.37					19872.70
83	Rent	3495.80									
	1st Half						1747.90	18159.24			21620.61
	Int.				363.18	3824.55					21983.79
7/83	63	Int.			464.07	4288.62					22447.86
2	63	last date						0	22447.86	0	
		2nd Half									
		Ex. Council action 7/21/83 after transfer of 29.87 acres.					1040.90	1040.90			1040.90
+ remainder		int			416.4	416.4					1082.54
30	101	ch						159.90	922.64		159.90
30	101	81 auto tax						147.97	11.93		147.97
30	101	82 auto tax						98.05	499.2		98.05
30	101	83 auto tax						46.64	51.41		46.64
30	101	84 auto tax						0	46.64		0
34	Rent	2081.80									

(over)

Fairhope, Al 36532

H-510

SHORT DESCRIPTION

50+ Acres

SW $\frac{1}{4}$

Sec. 16

MORTGAGEE/VENDOR/
CONTRACTOR

'83 Soc ¹⁸ 43.33

[illegible]

ZIP-O-RITER

DO-ALL MASTER

NAME

ADDRESS

CITY

Mrs. Marjorie Hoffren et al
Rt. 1- Box 283
Fairhope, Alabama 36532

MADE IN U.S.A.

2,578 Acres

2.25 Acres (City)
Sec. 16

ACCT
NO.

SHEET

CREDIT
LIMIT

DATE	DESCRIPTION	CHARGES	✓	CREDITS	BALANCE	PREVIOUS BALANCE
	PREVIOUS BALANCE					
12-13	1975 Rent due	672 96				
	1976 Rent Charge	672 96				
	1st Half				1009 44	
	May 10 ck - Wayne 304	49 35		722		
5-18-76	Transfer to Emperor Clock	(592)		672 31		
	1st Half 1976	1389 35		722 31	667 04	
	Dec 6 ck 430	23 12		690 16		
		1412 47		1412 47		
	1976 Rent Charge	661 12				
	1st Half				330 56	
	2nd Half 1977				661 12	
		661 12			661 12	
		661 12				
	1978 Rent Charge	661 12				
	1st Half				991 67	
	May 3 ck 326			661 12		
	2nd Half	1322 34			661 12	
		1322 34		661 12	661 12	
	78 Bal due	661 12				
	1979 Rent Charge	772 50				
	1st Half				1048 89	
					1436 62	
		1436 62			1436 62	
		1436 62				

H-522-AB

NAME Mrs. Marjorie Hoffren et al
ADDRESS Route 1, Box 283
Fairhope, Al 36532

2.578 Acres (City)
Sec. 16

ADDRESS Fairhope, Al 36532

CITY

ACCT
NO.

SHEET
NO

CREDIT
LIMIT

77550
389.75
PREVIOUS

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE	PREVIOUS BALANCE
	PREVIOUS BALANCE	1436.62			
	1980 Rent Charge	775.50			
	1st Half Balance			1972.37	
3/13/80	Added interest to rent as per lease	157.20		1981.57	
6/24	Interest thru 6/30/80	27.99		2009.56	
	2nd Half 80 + Bal			2,397.41	
8/1	Interest thru 7/31	13.21		2410.52	
12/31	Rate change Int	78.98		2489.50	
		2489.50		2489.50	
1/31/81		2489.50			
	1981 Rent Charge	775.50			
	1st Half + Bal			2677.25	
2/2/81	Expensed out 100% included on side	2473		2907.98	
	So correctly remove rate change included in rent 12/31/80	(277.38)			
2/1/81	Compyted Balance (QWR)			2599.87	
7/1/81	2nd Half Rent no Balance	387.75		2987.62	
		2987.62		2987.62	
		2987.62			
	1982 Rent Charge	775.50			

1st Half - B.C.

1637557

0-15

LEDGER NR

H-510-1

HOFFREN

NAME
Marjorie & Wayne

ADDRESS

Rt. 1, Box 283
Fairhope, AL 36532

SHORT DESCRIPTION 2.578 Acres

Sec. 16

City

MORTGAGEE/VENDOR/
CONTRACTOR

FOLIO	DETAIL	CHARGES						BALANCE FORWARD →		TOTAL BALANCE
		FEES	BAL	INTEREST	BAL	RENT	BAL	CREDIT		
2	H522A C									
	81 Carry over			539 67	539 67	2987 62	2987 62			3,527 2
2	Rent 77 50									
	1st Half + bal					387 75	3375 37			3915 0
	Interest			67 50	607 17					3982 5
	Reminder + Interest			17 25	624 42					3999 7
	Int			27 76	652 18					4027 5
	"			22 50	674 68		3375 37			4050 0
	2nd Half + Bal					387 75	3763 12			4437 8
	"			22 50	697 18					4460 3
				50 18	747 36					4510 5
				75 27	822 63					4585 7
2	Rent 775.50									
	1st Half					387 75	4150 87			4973 5
	Int			83 02	405 65					5056 5
3	63 2nd			106 08	1011 73					5162 6
3	63 ck End Date						0	5162 60	0	
	2nd Half					387 75	387 75			387 7
minha	INT			15 52	15 52					4032 2
101	ck					0		4032 2	0	
4	Rent 775.50									
	1st Half					387 75	387 75			387 7
	2nd 188.30									
	Reminder									

126-15
HOFFREN

LEDGER NR

H-510-A

NAME
MARJORIE & WAYNE
ADDRESS
Route 1, Box 283
Fairhope, Al 36532

SHORT DESCRIPTION

Sec. 16
City

MORTGAGEE/VENDOR/
CONTRACTOR

84 SEC # ~~PR~~ 1741-830

[illegible]

APPLICATION FOR LAND

—of—

Fairhope Single Tax Corporation

Fairhope, Ala., December 3, 1957.

TO THE EXECUTIVE COUNCIL

FAIRHOPE SINGLE TAX CORPORATION

We, the undersigned, hereby make application for lease of

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ (except NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$); W $\frac{1}{2}$ of SE $\frac{1}{4}$
of SW $\frac{1}{4}$; E $\frac{1}{2}$ of E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$; and NE $\frac{1}{4}$ of SW $\frac{1}{4}$
(except East 240 feet of West 850 feet of North
200 feet of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ for our joint lives
and to the survivor

upon the terms and conditions set forth in the leases given by you, and the further stipulations set forth in this application, which are hereby made a part of my lease contract as fully as if printed in the lease.

I make this application with the full knowledge that I will be required to pay your Corporation the full rental value of the land exclusive of my improvements thereon. I understand that the rental value will increase as demand for the land increases, whatever the cause; that said value will be determined by the Corporation in the manner set forth in its constitution and lease contracts; that the corporation will pay all taxes on the land, and will accept from lessees on rent, receipts for taxes paid to state, county, town, or school district, on improvements and personal property (moneys and credits excepted) held upon leaseholds but not to an amount greater for any year than the rent for such year on the land on which such improvements and personal property are held; and that the balance will be spent for the public good as provided in its constitution.

I further particularly state that I understand the purpose of the Single Tax Corporation to be to prevent anyone profiting from the holding of its land, other than by the bona fide use of the same, and respecting this purpose, of which I am beneficiary, in the Corporation making land available to me without any purchase price and recognizing further that it is to my interest that what is commonly known as "land speculation" shall be kept out of the "Single Tax Colony" conducted by the Corporation, so that rents assessed against me shall not be affected by an artificial demand for land not for use, but for resale at a profit, I agree that I will neither ask nor accept a "bonus" for transfer of an unimproved leasehold and that the proved attempt to do so shall be cause for forfeiture of my lease to such unimproved land; nor will I charge an excessive price, out of any fair relation to the value of my improvements for transfer of an improved leasehold; and, recognizing that in the transfer of an improved leasehold there are necessarily two factors of value, one the improvements which are my property and the other the land upon which the same stand, which is not my property but the property of the Corporation, I agree to advise the Corporation, before a transfer of an improved leasehold shall be effective, of the exact consideration for the transaction and that the Corporation, if it believes the consideration to include in fact a profit for the transfer of the land which belongs to it, shall be entitled to examine me and the prospective purchaser as to the elements of value in the consideration and if satisfied that the consideration is in part for the possession of the land above the value of the improvements, may refuse approval of the transfer; in which event I shall be entitled to call for an appraisal of the value of my improvements by three disinterested persons, myself and the Corporation each choosing one out of three persons named by the other and the third being selected by the two; and the Corporation shall be required to approve the transfer at such consideration as the arbitrators shall find to be the real value of my property, if accepted by me; it being understood and agreed that every factor of value attaching to the premises proposed to be transferred due to my efforts or expenditures, or in any way to my initiative which is transferable, such as the good will of a going business, the exercise of taste in planning improvements or the making of grounds attractive, or the element of time and care in growing an orchard or shade trees, or making land more productive by improved methods of farming, or increment of value due to increasing cost of building, shall be held to inure to me as fully as tangible structures upon the land; the purpose being to protect the user and improver of land in the full ownership and right of transference of everything due to him, but to preserve to the Corporation all value due to demand for the land exclusive of improvements.

I have read your constitution and pledge myself that while I hold lease of Fairhope land I will not oppose the full application of the principles set forth therein.

Respectfully yours,

Harry Barr
Martin Barr

James Hoffman
Mary Jane Hoffman

LEASE

This Lease, MADE THIS 7th DAY OF December, 1962, BY AND BETWEEN
FAIRHOPE SINGLE TAX CORPORATION, OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND
Harry Barr and Marcia Barr, husband and wife and Waino Hoffren
and Marjorie Hoffren, husband and wife, for their joint lives and
of the survivor Fairhope, Alabama HEREINAFTER DESIGNATED AS THE LESSEE.

WITNESSETH: THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION; FOR AND IN CONSIDERATION OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER MENTIONED, HAS THIS DAY LEASED TO AND SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PORTION OF LAND

TO WIT the southwest quarter (SW $\frac{1}{4}$) of southwest quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), the east half (E $\frac{1}{2}$) of southwest quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), less roads on north, south and west of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$; the west half (W $\frac{1}{2}$) of southeast quarter (SE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) and the east half (E $\frac{1}{2}$) of east half (E $\frac{1}{2}$) of southeast quarter (SE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), less roads on north, east and south of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$; and the northeast quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), less roads on north, east and south of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$, and excepting from the remainder of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$, the East 240 feet of the West 850 feet of the North 200 feet thereof, 95.06 acres more or less

SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA, FOR THE TERM OF NINETY-NINE YEARS FROM THIS DATE SUBJECT TO THE CONDITIONS HEREIN STATED AND THE REPRESENTATIONS AND AGREEMENTS OF THE LESSEE IN HIS APPLICATION FOR SAID LAND HERETO ATTACHED AND A PART OF THIS LEASE CONTRACT AS FULLY AS IF PRINTED HEREIN.

(1) The said lessee, his heirs, or successors, shall pay to the said Fairhope Single Tax Corporation, its successors or assigns, in equal payments, on the first days of January and July of each year, the annual rental value of said land, exclusive of his improvements thereon, to be determined by the said Corporation through its Executive Council or Board of Directors, under its avowed principle of so fixing the rentals of its lands as to equalize the varying advantage of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its lessees, all values attaching to such lands, exclusive of improvements thereon. And the said lessee, for himself and his heirs, hereby expressly agrees that the said annual rent shall be determined by the said Corporation upon the principle just stated, and shall be expended by said Corporation, subject to the conditions hereinafter stated.

(2) The land herein leased shall be used for such purposes only as may not be physically or morally offensive to a majority of the resident members of the Fairhope Single Tax Corporation, and the lessee shall be subject to such reasonable sanitary regulations as may be imposed by the Executive Council or Superintendent of Public Health of said Corporation.

(3) In consideration of the agreement of said lessee to pay the rentals herein provided for, the Fairhope Single Tax Corporation will pay all taxes upon the land leased and will accept from the lessee on rent receipts of the County Tax Collector or Clerk of Town of Fairhope, for taxes paid to State, County, School District, or Town, upon the improvements and personal property (moneys and credits excepted) held by lessee upon the land herein leased; or, if all rent due be paid, will give him a certificate in amount equal to such acceptable tax receipts remaining, receivable from bearer at face value on rent, or in discharge of any indebtedness to the Corporation; provided that said lessee will appoint whomsoever may be designated by the Corporation as his agent to return his property for taxation where permitted by law so to do; that in no event shall the Corporation be bound to accept tax receipts on more than a fair assessed valuation of the property, on the basis required by law, or to a greater amount for any year than the rent for that year on the land on which such improvements and personal property are held.

(4) And the said Fairhope Single Tax Corporation further agrees in consideration of the covenants of the said lessee herewith evidenced, that no part of the rents paid by him upon the land herewith leased, shall be appropriated as dividends to its members or any other persons, but that all shall be administered as a trust fund for the equal benefit of those leasing its lands.

(5) And the said Corporation still further agrees, that in the distribution of the benefits which its purpose is to secure for residents upon its lands, no distinction shall be made between individuals, whether members of the corporation or not, but that with the exception of the right of members as participants in the government of the Corporation, all shall be treated with strict equality.

(6) It is agreed by the parties hereto, that time is of the essence of this contract. All rents not paid within ninety days of the time the same become due, shall be subject to interest at eight per cent per annum until paid; and the lessor shall have a prior lien on all improvements upon the land herein leased, to secure the payment of the rent and for the payment of all other indebtedness of any description whatsoever, by the lessee to the lessor. If the land leased be unimproved, or in the judgment of the Corporation the improvements thereon are not of sufficient value to secure the payment of the rent and cost of collecting same, then, in such event, all rights under this lease shall be subject to forfeiture without notice, after the rents shall have been due and unpaid for ninety days; and the improvements, if any, shall revert to the lessor. Upon failure to pay the rents, or any portion thereof, for six months after the same become due, the lessor is hereby authorized to sell at public sale the improvements on any leasehold, for satisfaction of the amount due, after first giving ten days' notice by one publication in some paper published at Fairhope, Alabama, the cost of such publication and the making of such sale to be paid with the rent out of the proceeds of such sale, and the remainder, if any, to be returned to the lessee or such other person as may be authorized to receive the same. The lessor, its agent or attorney, may conduct such sale; and the party so conducting the sale is authorized to make, in the name of the lessee, proper conveyance of the property so sold. The lessee hereby waives all right of exemption of any property as against the collection of any debt due under this contract. The sale of the improvements under legal process shall work a forfeiture of all rights under this lease.

(7) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, and the division of its assets among its members, the said lessee, if a member, shall be entitled to have the land herein described and leased—or so much of it as he may designate—included in his portion, at its actual value at the time, exclusive of improvements thereon, and if it exceed in value such portion, to purchase the excess at such valuation. If not a member, the lessee may at such time acquire title to the land herein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(8) The Fairhope Single Tax Corporation believes its title to the land herein leased to be good, and will use every proper means in its power to maintain the same; but it is distinctly understood that the Corporation, acting only with the benevolent purpose to secure land and administer it for the benefit of those who may desire its use, shall not be held liable for any losses resulting from defects in its title.

(9) The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon.

(10) Should it become necessary to determine the value of said land, or of the improvements thereon, in compliance with the provisions of clauses 3, 7, or 9, of this lease, the same shall be determined by three disinterested persons, to be selected as follows: the Corporation and the Lessee each choosing one of three persons named by the other and the third to be selected by the two. Should any Lessee fail to name his arbitrators within thirty days after written notice by registered mail to do so, the Corporation may name an arbitrator for him.

(11) This lease is assignable only to members of the Fairhope Single Tax Corporation, or to persons acceptable to it. The original lease must be returned to the Corporation with any proposed transfer endorsed thereon and, if approved, a new lease will be issued to the transferee.

(12) Surface rights only are hereby leased. All mineral rights are reserved by lessor.

(13) This lease may be terminated by the lessee after six months notice in writing to the Corporation and the payment of all rent due to the end of such six months period. A lessee having filed the required notice of desire to surrender, may dispose of any improvements thereon, (subject to the Corporation's lien for rent) but if not so disposed of, the land shall come to the Corporation, together with any improvements remaining thereon, without any claim of the surrendering lessee on account of such improvements, and the Corporation may decline to accept a partial surrender of a leasehold where the portion surrendered or retained, would not, in its opinion, be desirable to other lessees.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN DUPLICATE,

THIS 7th DAY OF December, 1962

BY ORDER EX. COUNCIL December 19, 1957

FAIRHOPE SINGLE TAX CORPORATION

Harry Barr Lessee

By

J. B. Gaston

President

Marcia Barr Lessee

C. A. Gaston

Secretary

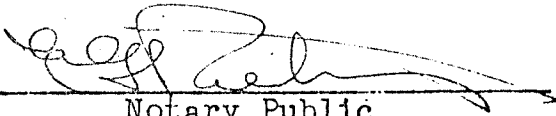
Waino Hoffren Lessee

Marjorie Hoffren Lessee

Witness our hands this 19th day of December, 1962.
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that J. E. Gaston and C. A. Gaston, whose names as President and Secretary of Fairhope Single Tax Corporation, a corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 19th day of December, 1962.


Notary Public

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed
and the following tax collected on

DEC 28 1962 8:00 AM
Deed \$2.50 Mort. \$ _____ Recorded in Deed
Book 326
Page 226-227
By _____ Judge of Probate

We, Harry and Marcia Barr and Waino and Marjorie Hoffren, the within named lessees, do hereby transfer to Claude A. Jansen and Evelyn Jansen for their joint lives and to the survivor all of our right, title and interest in and to the following described: from the Southwest corner of Section 16, run North 265 feet and East 40 feet for a point of beginning, thence run North 398.55 feet; East 250 feet; South 398.6 feet and West 250 feet to point of beginning, the consideration therefor being their payment to us of \$1,000.00 for our improvements thereon and other valuable considerations. Witness our hands this 15th day of June, 1964.

Approved by the Executive Council
June 4, 1964.

C. A. Gaston
Secretary

Harry Barr
Marcia Barr
Waino Hoffren
Marjorie Hoffren

We, Harry and Marcia Barr and Waino and Marjorie Hoffren, the within named lessees, do hereby transfer to Claude A. and Evelyn A. Jansen all of our right, title and interest in and to the following described: from the Southwest corner of Section 16, run East 290 feet and North 15 feet to North side of Nichols St. for a point of beginning, thence continue North 648.7 ft., East 150 ft., South 648.8 ft. to N/S of Nichols St. and W. 150 ft. to beginning, 2.22 acres more or less in SW 1/4 Sec. 16. Witness our hands this 22nd day of April, 1967.

Approved by the Executive Council
April 6, 1967.

C. A. Gaston
Secretary

Harry Barr
Marcia Barr
Waino Hoffren
Marjorie Hoffren

D - 2.50
Mort - 1.00
R - 2.25
6 =

First National Bank
Fairhope, Ala.

60000
We, Harry Barr and Marjorie Hoffren, survivors of the within named joint-tenant lessees, do hereby transfer to Wayne J. Hoffren and Shirley Hoffren for their joint lives and to the survivor, all our right, title and interest in and to the S. 240.3 ft. of E. 908.5 ft. of within described land in NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and improvements situate thereon, the consideration being love and affection.
Witness our hands this 14th day of April, 1969.

Approved by Executive Council
April 3, 1969.

C. A. Gaston
Secretary

Harry Barr

Mrs. Marjorie Hoffren

I, Marjorie Hoffren, survivor of the within named joint-tenant lessees, do hereby transfer to myself and to my son Wayne Hoffren as tenants in common, undivided one-half interests in and to all my right, title and interest in the within described leasehold and the improvements situate thereon, the consideration therefor being the terms of the will of Harry Barr, deceased.

Witness my hand this 7th day of April, 1972.

Mrs. Marjorie Hoffren

Approved by the Executive Council April 6, 1972.

Ruth E. Rockwell
Secretary

*Subject to prior commitment
to Natl Bank of Fairhope
R.E.R.*

We, Marjorie Hoffren and Wayne J. Hoffren, the above named lessees of the remainder of the within described leasehold do hereby transfer to Claude A. Jansen and Evelyn Jansen for their joint lives and to the survivor all of our right, title and interest in and to the East 150 feet of the West 540 feet of the within described SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ less road on South per survey by Claude W. Arnold February 27, 1975, the consideration therefor being \$5,000.00 for the improvements situate thereon.

Witness our hands this 31st day of March, 1975.

Approved by the Executive
Council March 3, 1975.

Ruth E. Rockwell
Ruth E. Rockwell, Secretary

Wayne Hoffren

Mrs. Marjorie Hoffren

Mon - 10
R. 275
6.25
6 =
First National Bank
Fairhope, Ala.

Fairhope Single Tax Corporation

Fairhope, Alabama April 6, 1972

TO THE EXECUTIVE COUNCIL
FAIRHOPE SINGLE TAX CORPORATION

We, the undersigned, hereby make application for lease of

East 1/2 SW 1/4 SW 1/4, less roads on N. and S; SW 1/4
SW 1/4 SW 1/4, less West 400 ft. after allowing roads on
W. and S; S. 250 ft. of West 250 ft. SW 1/4 SW 1/4 SW 1/4
after allowing roads on West and South; West Half and
E 1/2 of E 1/2 of SE 1/4 of SW 1/4 less roads on South,
East and West; NE 1/4 SW 1/4 less roads on N. E. and S.
and less from the remainder E 240 ft of W. 850 ft. and
N 200 ft. of S 246.3 ft. as tenants in common
upon the terms and conditions set forth in the leases given by you, and the fur-
ther stipulations set forth in this application, which are hereby made a part of
my lease contract as fully as if printed in the lease.

I make this application with the full knowledge that I will be required to
pay your Corporation the full rental value of the land exclusive of my improve-
ments thereon. I understand that the rental value will increase as demand for
the land increases, whatever the cause; that said value will be determined by
the Corporation in the manner set forth in its constitution and lease contracts;
that the Corporation will pay all taxes on the land, and will accept from lessees
on rent, receipts for taxes paid to state, county, town, or school district, on im-
provements and personal property (moneys and credits excepted) held upon
leaseholds but not to an amount greater for any year than the rent for such year
on the land on which such improvements and personal property are held; and
that the balance will be spent for the public good as provided in its constitution.

I further particularly state that I understand the purpose of the Single Tax
Corporation to be to prevent anyone profiting from the holding of its land, other
than by the bona fide use of the same, and respecting this purpose, of which I
am beneficiary, in the Corporation making land available to me without any
purchase price and recognizing further that it is to my interest that what is com-
monly known as "land speculation" shall be kept out of the "Single Tax Colony"
conducted by the Corporation, so that rents assessed against me shall not be
affected by an artificial demand for land not for use, but for resale at a profit, I
agree that I will neither ask nor accept a "bonus" for transfer of an unimproved
leasehold and that the proved attempt to do so shall be cause for forfeiture of
my lease to such unimproved land; nor will I charge an excessive price out of
any fair relation to the value of my improvements for transfer of an improved
leasehold; and, recognizing that in the transfer of an improved leasehold there
are necessarily two factors of value, one the improvements which are my prop-
erty and the other the land upon which the same stand, which is not my prop-
erty but the property of the Corporation, I agree to advise the Corporation,
before a transfer of an improved leasehold shall be effective, of the exact con-
sideration for the transaction and that the Corporation, if it believes the con-
sideration to include in fact a profit for the transfer of the land which belongs
to it, shall be entitled to examine me and the prospective purchaser as to the
elements of value in the consideration and if satisfied that the consideration is
in part for the possession of the land above the value of the improvements may
refuse approval of the transfer; in which event I shall be entitled to call for an
appraisal of the value of my improvements by three disinterested persons, my-
self and the Corporation each choosing one out of three persons named by the
other and the third being selected by the two; and the Corporation shall be re-
quired to approve the transfer at such consideration as the arbitrators shall find
to be the real value of my property, if accepted by me; it being understood and
agreed that every factor of value attaching to the premises proposed to be trans-
ferred due to my efforts or expenditures, or in any way to my initiative which is
transferable, such as the good will of a going business, the exercise of taste in
planning improvements or the making of grounds attractive, or the element of
time and care in growing an orchard or shade trees, or making land more pro-
ductive by improved methods of farming, or increment of value due to increas-
ing cost of building, shall be held to inure to me as fully as tangible structures
upon the land; the purpose being to protect the user and improver of land in the
full ownership and right of transference of everything due to him, but to pre-
serve to the Corporation all value due to demand for the land exclusive of im-
provements.

I have read your constitution and pledge myself that while I hold lease of
Fairhope land I will not oppose the full application of the principles set forth
therein.

Respectfully yours,

Mrs. Margorie Hoffman
Wayne Hoffman

Less East 150 feet of West 540 feet of SW 1/4 SW 1/4, Sec. 16-6-2, less road on S.
transferred to Jansen March 3, 1975, survey by C. W. Arnold 2/27/75.

LEASE

This Lease, MADE THIS 2nd DAY OF April, 1975, BY AND BETWEEN
FAIRHOPE SINGLE TAX CORPORATION, OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND
Wayne J. Hoffren & Marjorie Hoffren, as tenants in common

OF Fairhope, Ala.

, HEREINAFTER DESIGNATED AS THE LESSEE.

WITNESSETH: THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION; FOR AND IN CONSIDERATION OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER MENTIONED, HAS THIS DAY LEASED TO AND SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PORTION OF LAND

TO WIT (1) Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), Sec. 16-6-2 less roads on North, South and East and LESS FROM THE REMAINDER the North 200 feet of the East 250 feet of the West 860 feet thereof; and, LESS the South 246.3 feet of the East 908.5 feet of said remainder; (2) East Half (E $\frac{1}{2}$) of East Half (E $\frac{1}{2}$) and the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), Sec. 16-6-2 less roads on North, East and South of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$; (3) East Half (E $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) Sec. 16-6-2 less roads on North and South; AND, the East 76.7 feet of Southwest Quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), less road on South, Sec. 16-6-2; and, (4) West 250 feet of South 250 feet of Southwest Quarter (SW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) after allowing for roads on South and West, Sec. 16-6-2. 82.91 acres, more or less.

SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, FOR THE TERM OF NINETY-NINE YEARS FROM THIS DATE SUBJECT TO THE CONDITIONS HEREIN STATED AND THE REPRESENTATIONS AND AGREEMENTS OF THE LESSEE IN HIS APPLICATION FOR SAID LAND HERETO ATTACHED AND A PART OF THIS LEASE CONTRACT AS FULLY AS IF PRINTED HEREIN.

(1) The said lessee, his heirs, or successors, shall pay to the said Fairhope Single Tax Corporation, its successors or assigns, in equal payments, on the first days of January and July of each year, the annual rental value of said land, exclusive of his improvements thereon, to be determined by the said Corporation through its Executive Council or Board of Directors, under its avowed principle of so fixing the rentals of its lands as to equalize the varying advantage of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its lessees, all values attaching to such lands, exclusive of improvements thereon. And the said lessee, for himself and his heirs, hereby expressly agrees that the said annual rent shall be determined by the said Corporation upon the principle just stated, and shall be expended by said Corporation, subject to the conditions hereinafter stated.

(2) The land herein leased shall be used for such purposes only as may not be physically or morally offensive to a majority of the resident members of the Fairhope Single Tax Corporation, and the lessee shall be subject to such reasonable sanitary regulations as may be imposed by the Executive Council or Superintendent of Public Health of said Corporation.

(3) In consideration of the agreement of said lessee to pay the rentals herein provided for, the Fairhope Single Tax Corporation will pay all taxes upon the land leased and will accept from the lessee on rent, receipts of the County Tax Collector or Clerk of City of Fairhope, for taxes paid to State, County, School District, or City, upon the improvements and personal property (moneys and credits excepted) held by lessee upon the land herein leased; or, if all rent due be paid, will give him a certificate in amount equal to such acceptable tax receipts remaining, receivable from bearer at face value on rent, or in discharge of any indebtedness to the Corporation; provided that said lessee will appoint whomsoever may be designated by the Corporation as his agent to return his property for taxation where permitted by law so to do; that in no event shall the Corporation be bound to accept tax receipts on more than a fair assessed valuation of the property, on the basis required by law, or to a greater amount for any year than the rent for that year on the land on which such improvements and personal property are held.

(4) And the said Fairhope Single Tax Corporation further agrees in consideration of the covenants of the said lessee herewith evidenced, that no part of the rents paid by him upon the land herewith leased, shall be appropriated as dividends to its members or any other persons, but that all shall be administered as a trust fund for the equal benefit of those leasing its lands.

(5) And the said Corporation still further agrees, that in the distribution of the benefits which its purpose is to secure for residents upon its lands, no distinction shall be made between individuals, whether members of the corporation or not, but that with the exception of the right of members as participants in the government of the Corporation, all shall be treated with strict equality.

(6) It is agreed by the parties hereto, that time is of the essence of this contract. All rents not paid within ninety days of the time the same become due, shall be subject to interest at eight per cent per annum until paid; and the lessor shall have a prior lien on all improvements upon the land herein leased, to secure the payment of the rent and for the payment of all other indebtedness of any description whatsoever, by the lessee to the lessor. If the land leased be unimproved, or in the judgment of the Corporation the improvements thereon are not of sufficient value to secure the payment of the rent and cost of collecting same, then, in such event, all rights under this lease shall be subject to forfeiture without notice, after the rents shall have been due and unpaid for ninety days; and the improvements, if any, shall revert to the lessor. Upon failure to pay the rents, or any portion thereof, for six months after the same become due, the lessor is hereby authorized to sell at public sale the improvements on any leasehold, for satisfaction of the amount due, after first giving ten days' notice by one publication in some paper published at Fairhope, Alabama, the cost of such publication and the making of such sale to be paid with the rent out of the proceeds of such sale, and the remainder, if any, to be returned to the lessee or such other person as may be authorized to receive the same. The lessor, its agent or attorney, may conduct such sale; and the party so conducting the sale is authorized to make, in the name of the lessee, proper conveyance of the property so sold. The lessee hereby waives all right of exemption of any property as against the collection of any debt due under this contract. The sale of the improvements under legal process shall work a forfeiture of all rights under this lease.

(7) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, and the division of its assets among its members, the said lessee, if a member, shall be entitled to have the land herein described and leased—or so much of it as he may designate—included in his portion, at its actual value at the time, exclusive of improvements thereon, and if it exceed in value such portion, to purchase the excess at such valuation. If not a member, the lessee may at such time acquire title to the land herein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(8) The Fairhope Single Tax Corporation believes its title to the land herein leased to be good, and will use every proper means in its power to maintain the same; but it is distinctly understood that the Corporation, acting only with the benevolent purpose to secure land and administer it for the benefit of those who may desire its use, shall not be held liable for any losses resulting from defects in its title.

(9) The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon.

(10) Should it become necessary to determine the value of said land, or of the improvements thereon, in compliance with the provisions of clauses 3, 7, or 9, of this lease, the same shall be determined by three disinterested persons, to be selected as follows: the Corporation and the Lessee each choosing one of three persons named by the other and the third to be selected by the two. Should any Lessee fail to name his arbitrators within thirty days after written notice by registered mail to do so, the Corporation may name an arbitrator for him.

(11) This lease is assignable only to members of the Fairhope Single Tax Corporation, or to persons acceptable to it. The original lease must be returned to the Corporation with any proposed transfer endorsed thereon and, if approved, a new lease will be issued to the transferee.

(12) Surface rights only are hereby leased. All mineral rights are reserved by lessor.

(13) This lease may be terminated by the lessee after six months notice in writing to the Corporation and the payment of all rent due to the end of such six months period. A lessee having filed the required notice of desire to surrender, may dispose of any improvements thereon, (subject to the Corporation's lien for rent) but if not so disposed of, the land shall come to the Corporation, together with any improvements remaining thereon, without any claim of the surrendering lessee on account of such improvements, and the Corporation may decline to accept a partial surrender of a leasehold where the portion surrendered or retained, would not, in its opinion, be desirable to other lessees.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN DUPLICATE,

THIS 2nd DAY OF April, 19 75

BY ORDER EX. COUNCIL April 6, 19 72

FAIRHOPE SINGLE TAX CORPORATION

Wayne J. Hoffren Lessee

Marjorie Hoffren Lessee

By Ruth E. Anderson President

Ruth E. Anderson Secretary

STATE OF ALABAMA)
BALDWIN COUNTY)

This document is to be attached to and become a part of that certain Fairhope Single Tax Corporation lease issued to Marjorie Hoffren & Wayne J. Hoffren, as tenants in common dated April 2, 1975 and described to-wit:

(1) NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 16-6-2, less roads on North, South and East and LESS FROM REMAINDER the North 200 feet of the East 250 feet of the West 860 feet thereof; and, LESS the South 246.3 feet of the East 908.5 feet of said remainder: (2) E $\frac{1}{2}$ of E $\frac{1}{2}$ and the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Sec. 16-6-2, less roads on North, East and South of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$: (3) E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec. 16-6-2 less roads on North and South; AND, the East 76.7 feet of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, less road on South, Sec. 16-6-2: and (4) West 250 feet of South 250 feet of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ after allowing for roads on South and West, Section 16-6-2. 82.91 acres, more or less, Sec. 16, Township 6 South, Range 2 East, Baldwin County, AL.

We, Marjorie Hoffren and Wayne J. Hoffren, the within named tenants in common do hereby transfer to East Gate Ltd., an Alabama Limited Partnership of which we are limited partners, all of our right, title and interest to land described in paragraph (1) above less the South 246.3 feet of the remainder thereof and the improvements situate thereon, the consideration therefor being the payment by East Gate Ltd. of all rent and interest due on above described leasehold.

Witness our hands this 27 day of July, 1983.

Marjorie Hoffren
MARJORIE HOFFREN

Wayne J. Hoffren
WAYNE J. HOFFREN

Approved by the Executive Council June 2, 1983.

Gale W. Rowe
Gale W. Rowe, Secretary
/myb

WITNESS:

Byrd Moore
Byrd Moore

- THIS INSTRUMENT PREPARED BY FAIRHOPE SINGLE TAX CORPORATION -

it 1, Brown Substo. See 22
Kulce

Lat 2. Brown Substo. See 22
Noaks

$$016 \text{ S. I. } 1.287 @ 40.76 \quad 52.46$$

$$016 \text{ S. I. } 2.524 @ 7.28 \quad 18.28$$

$$\text{Proj} = \underline{\underline{\$ 70.84}}$$

$$016 \text{ S. I. } 1.287 @ 40.76 \quad 52.46$$

$$016 \text{ S. I. } 2.524 @ 7.28 \quad 18.28$$

$$\text{Proj} = \underline{\underline{\$ 70.84}}$$

1969 Base

$$257.4 \times 03 \text{ pav.} = 7.72$$

$$3.706 @ 4.01 \quad 14.86$$

$$22.58$$

$$- 22.58$$

$$48.26$$

$$10\% = 4.826$$

$$\times 8$$

$$38.61$$

$$22.58$$

RER

$$1974 = \underline{\underline{\$ 61.19}}$$

1969 Base

$$257.4 \times 03 \text{ pav} = 7.72$$

$$3.706 @ 4.01 = 14.86$$

$$22.58$$

$$- 22.58$$

$$48.26$$

$$\times 10\% = 4.826$$

$$\times 8$$

$$38.61$$

$$+ 22.58$$

R.P.R.

1974

$$\underline{\underline{\$ 61.19}}$$

$$4.016/013 = 53.00$$

Pitcher Lot 5 - Brown Subd.

Lot 3 - Brown Subd.
(Brown)

016 Fr. A. = 1.1470 @ 40.76	46.75
016 I. A. 2.148 @ 7.28	15.64
013 Fr. A. .678 @ 23.12	22.46
013 I. A. .136 @ 5.91	.80
016 Fr. A. .375 @ 40.76	15.28
013 I. A. .129 @ 5.91	.76
016 I. A. .110 @ 7.28	.80
1969 Base	

\$92.30

$$229.47 @ 03 pav = 6.88$$

$$3.30 @ 4.01 \quad \underline{13.23}$$

1969 Base

$$20.11 \quad \underline{20.11}$$

$$1.98 A. @ 4.01 \quad 7.94$$

$$43.08$$

$$275 ft. pav. @ 03 \quad \underline{8.25}$$

$$x 10\% \quad 4.308$$

$$\$16.19$$

$$\underline{- 16.19}$$

$$x 8 = 34.46$$

$$76.11$$

$$+ Base \quad 20.11$$

$$x 10\% =$$

R.E.R. 1974

$$\underline{\$ 54.57}$$

$$76.11$$

$$x 8$$

Lot 4 (Brown)

$$40.89$$

$$16.19$$

R.E.R. 1974

$$\underline{77.08}$$

$$016 Fr. A. 1.1474 @ 40.76 \quad 46.77$$

$$016 I. A. 1.073 @ 7.28 \quad 7.81$$

$$013 I. A. 1.177 @ 5.91 \quad 6.96$$

$$\underline{\underline{461.54}}$$

1969 Base

$$229.47 @ 03 pav = 6.88$$

$$3.3 A. @ 401 \quad \underline{13.23}$$

$$20.11$$

$$\underline{- 20.11}$$

$$41.43$$

$$10\% = 4.143$$

$$x 8 = 33.14$$

$$Base \quad 20.11$$

R.E.R. 1974

$$\underline{\underline{\$ 53.25}}$$

Lot 7 - Brown Subdiv. Sec 22
W.C. Ave

013 Fr. A. 1,568 @ 33.12 51.93
 013 I. A. 4,102 @ 5.91 24.24
 016 I. A. 3,445 @ 7.28 25.08

E 101.25

Lot 6 - Brown Subdiv. Sec 22
 (Brown)

013 Fr. A. 1,568 @ 33.12 51.93
 013 I. A. 5,398 @ 5.91 31.9
E 55.12

1969 Base

1.98 @ 401

7.94

1969 Base -

8.99 @ 401

36.05

65.20

x 10% = 6.52

x 8 = 52.16

Base + 36.05

R.E.R. 1974

88.21

x 10%

4.718

x 8 =

37.74

Base +

7.94

8

45.68

R.E.R.-1974

Lots

013 Fr. A. 1,568 @ 33.12 51.93
 013 I. A. 6,360 @ 5.91 37.59
 016 I. A. 1,188 @ 7.28 8.65

E 98.17

1969 Base

8.99 @ 401

36.05

62.12

x 10% = 6.212

x 8 = 49.70

Base + 36.05

R.E.R. 1974

85.75

Nelson & Holmberg Def. 6.8%

020 Fr. A. 33.27	@ 50.95	169.50
020 I.A. 16.507	@ 9.10	150.22
		<u>319.72</u>

Less 21.74

297.98

✓

Oberg Def. - 10.7%

020 Fr. 3327.	@ 50.95	169.50
020 I.A. 16.507	@ 9.10	150.22
013 Fr. A. 6.635	@ 33.12	219.76
013 I.A. 32.90	@ 5.91	194.44
		<u>733.92</u>
		Less 78.52
		<u>655.40</u>

✓

Wages Deficit 28.5%

017/016 Car 1		60.40
017 Fr. A.	5.453 @ 43.90	236.12
017 Inside A.	13.717 @ 7.73	106.02
016 Fr. A.	5.406 @ 40.76	220.34
016 Inside A.	13.32 @ 7.28	96.96
		<u>719.84</u>
		Less 205.16
		<u>\$ 514.68</u>

✓

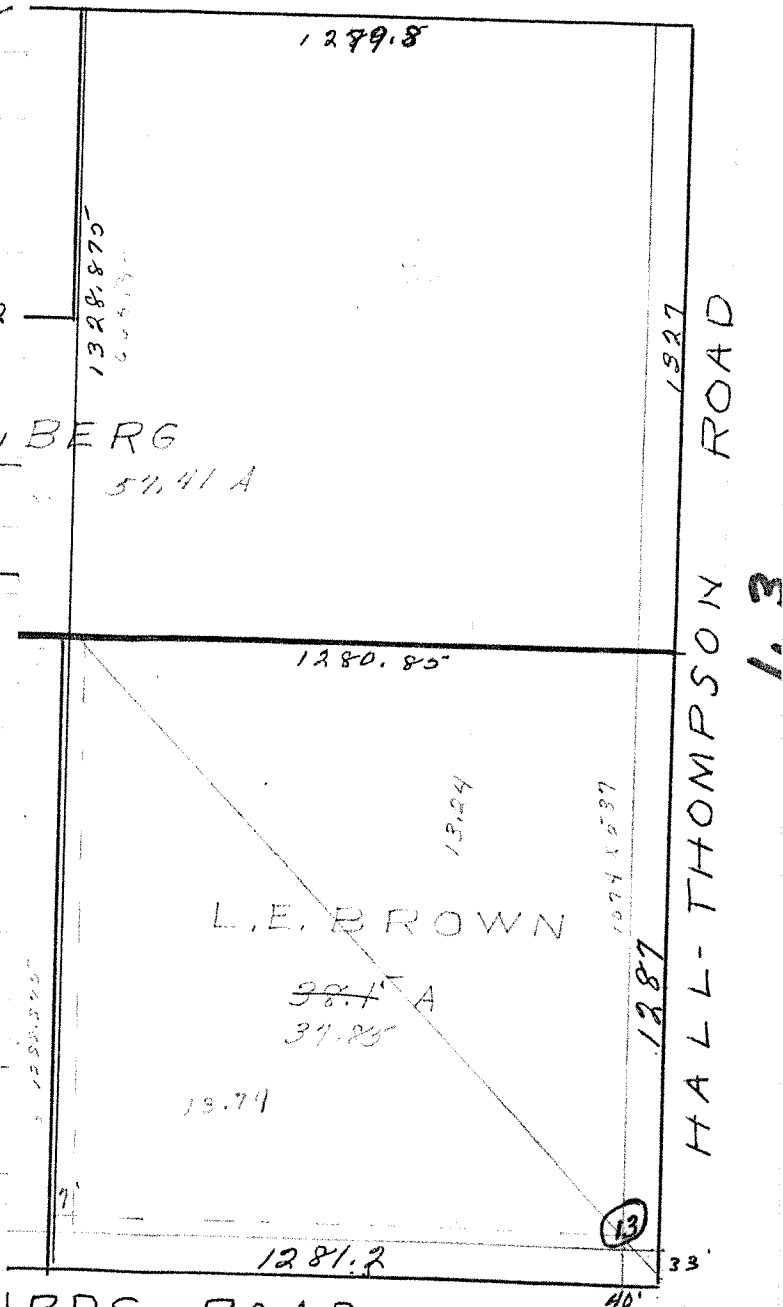
Brown, L.E. Def. = 0.7 % IRDS ROAD

016/013 Car 1		53.32	1.6
016 Fr. A.	5.405 @ 40.76	220.30	
016 I.A.	13.74 @ 7.28	100.02	
013 Fr. A.	5.435 @ 33.12	180.00	
013 I.A.	13.24 @ 5.91	78.24	
		<u>631.88</u>	
		Less 4.42	
		<u>\$ 627.46</u>	

✓

Entered on Rent Cards

6-29-70



Entered on Rent Cards

6-29-70

Fairhope Single Tax Corporation
336 Fairhope Avenue
Fairhope, Alabama 36532

Gentlemen:

We hereby request transfer of property known as Brown's
Subdivision and described as follows:

Beginning at a point on the north boundary of County
Road #44, which point is 1,347.73 feet east of and
40 feet north of the southwest corner of Sec. 22,
T6S, R2E; thence run east along the north boundary
of said County Road 257.40 feet; thence run N-00--
9'-42"W, 627.18 feet; thence run N-890-59'-50"-W,
257.37 feet; thence S-90-00'45"-E, 627.19 feet to the
point of BBeginning, containing 3.70 acres, more or
less. (lot 1)

Transfer from Lorenza E. Brown and Wife to Bruce T.
Hulse and Mary A. Hulse.

Consideration is \$6,000.00

Terms are to be cash.

Improvements consist of : Bahama crop, 4 rolls of
barbed wire, 125 fence posts, 7 large pecan trees,
1 fig tree, 20 small pines, bush-hogged and stumps
removed.

Thank you;

Barbara Manders

Barbara Manders

*Approved by the Executive Council
Sept. 5, 1974 subject to final
compliance with Health Dept. requirements
Ruth C. Rockwell, Jr.*

*Septic tank permit turned in.
Lease delivered to Mary Hulse 10/29/74 - R.E.R.*

nothing thereon, without any claim of the surrendering lessee on account of such improvements, and the Corporation may
surrender of a leasehold where the portion surrendered or retained, would not, in its opinion, be desirable to other lessees.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN DUPLICATE,

THIS 6th DAY OF September, 19 74
September 5, 19 74
BY ORDER EX. CO.

FAIRHOPE SINGLE TAX CORPORATION

Southern Realty Inc.

392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA 36532
TELEPHONE: (205) 928-7962

September 4, 1974

Fairhope Single Tax Corporation
336 Fairhope Avenue
Fairhope, Alabama 36532

Gentlemen:

We hereby request transfer of property known as Brown's Subdivision and described as follows:

Beginning at a point on the north boundary of County Road #44, which point is 1,605.13 feet east of, and 40 feet north of, the southwest corner of Sec. 22 T6S, R2E; thence run east along the north boundary of said County Road 257.40 feet; thence run N-00-00'-39"-W, 627.17 feet; thence run N-89o-59'-50"-W, 257.37 feet; thence run S-00-00'-42"-E, 627.18 feet to the point of beginning, containing 3.70 acres, more or less.

Transfer from Lorenza E. Brown and Joyce E. Brown to Earnest L. Hooks and Pamela S. Hooks, in joint ownership.

Consideration is \$6,000.00, \$1,800 down balance to be secured by a mortgage to Lorenza E. Brown, with the permission of the Fairhope Single Tax Corp.

Improvements consist of: old house, 1 pear tree, 9 pecan trees, 1 very large oak, pipe for pump in ground, 1 cherry tree, 1 dogwood tree, clearing and stump removal.

Thank you; cc

Barbara J. Manders
Barbara J. Manders

Request hereby given for the asent to Mortgage
BGM

Southern Realty Inc.

392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA 36532
TELEPHONE: (205) 928-7962

September 4, 1974

Fairhope Single Tax Corporation
336 Fairhope Avenue
Fairhope, Alabama 36532

Gentlemen:

We hereby request transfer of property known as
Brown's Subdivision and described on attached.

Transfer from Lorenza E. Brown and Joyce E. Brown
to B. F. Richie and Ethel M. Richie, in joint owner-
ship.

Consideration is \$4,000.00

Terms are to be cash.

Improvements consist of the cost of clearing and the
removal of an old garbage dump.

Thank you,

Barbara Manders
Barbara Manders

*Approved by the Executive Council
Sept 5, 1974.
Ruth E. Rackwell, Sec.*

Southern Realty Inc.

392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA 36532
TELEPHONE: (205) 928-7962

September 4, 1974

Fairhope Single Tax Corporation
336 Fairhope Avenue
Fairhope, Alabama 36532

Gentlemen:

We hereby request transfer of property known as Brown's
Subdivision and described on attached.

Transfer from Lorenza E. Brown and Joyce E. Brown
to John C. McCue and Mary McCue.

Consideration is \$25,000.00, with \$5,000 down and
balance to be secured by mortgage to be held by Mr.
Brown.

Improvements consists of: Bahama crop, 18 pecans,
50 oaks, 4 fruit trees, lot of paper wood.

Thank you:

Barbara J. Manders
Barbara Manders

we request an assent to mortgage. B.J.M.

Approved 9/5/74

1968 \$800 Rec Bldg in Park

1969 Crinoline \$750

70 (mural)
1970 — 500 Feet Protest

1972 — Fence Unit 1000

3000

~~Wmpt~~

2-A	35	27	22	16	15	14	11	10	2	1
SECTION BLOCK										G79392X
Section 22										SEX SW$\frac{1}{4}$
OTS										
38.1 Acres										L's 3, 4, & 6
BROWN, L. E. & MRS.										
MARK A. & SHARON BROWN WILLIAM										9/22/78

YR.	N	E	S	W	MUL.
67	Per Acre				4.01

CALCULATIONS

38.1 Acre @ 4.01	152.78
Less 1 Acre 1/3 off	1.34
PUR-67 Paid \$2.44 (1931.3)	151.44
PUR-70 " "	627.46

LESS ALL But L's 3, 4, & 6	
L-3, BASE 69 - 20.11	63.20
L-4, BASE 69 - 20.11	61.54
L-6, BASE 69 - 7.94	55.12
PUR 74	179.86

Acres 1/2 Lot 6 to Tony et al #152.30	
Acres 1/2 " 6 to Williams	27.56

79 - @ 1.25	12.474
	155.92
79 - 1666	196.38

GR 16 June 80

2-A 35 27 22 16 15 14 11 10 2 1																																																																								
SECTION BLOCK G79392X																																																																								
1-43 ion 22 SE 1/4 SW 1/4 (17.98 A.)																																																																								
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42124
226364

SECTION 22
Lot 6
OWN, TONY, L.E. & MRS. 9/12/77
YR. N E S W MUL.
CALCULATIONS
at 6 Base 69-79.4 74/55.12
1/2 to Tony \$29.56
206-79 34.46

SECTION 22
Lot 5 (Parcel "A")
LESSEE
BARNETTE, EVERETTE W., SR. & MRS.
HOMEQUITY
HENDERSON, DORSEY & DORRIS L. 10/3/83
12/5/83
YR. N E S W MUL.
CALCULATIONS
Lot-5 - BASE 16.19 -
Before resubdivision
RER 61.16
DWG-79 76.46

SECTION 22
Lot 5
Brown Subdv.
LESSEE
HITCHIE, BURTON FORBES & MRS. 9-5-74
GUNNISON, DONALD A. & MRS.
SELMAN, FRANK L. & MRS. 7/25/77
DUKE, JOHN D. & INGEBORG M. 8/1/84
YR. N E S W MUL.
CALCULATIONS
16.19 69 BASE Pro \$92.30
RER-74
less pt to Barnette 12/76 31.14
DWG-79 38.92

TRANSFeree(S)	TRANSFEROR(S)	APPROVAL	DESCRIPTION	CONSIDERATION	
Gable, Ann J. (Charles - deceased)	Arthur Cink	4/7/61	NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 16	8,000.00	House + Personal Prop.
	J. B. Littleletaylor	11/6/45	Lots 15, 16, Blk. 45 Division 4	?	<u>No structure</u>

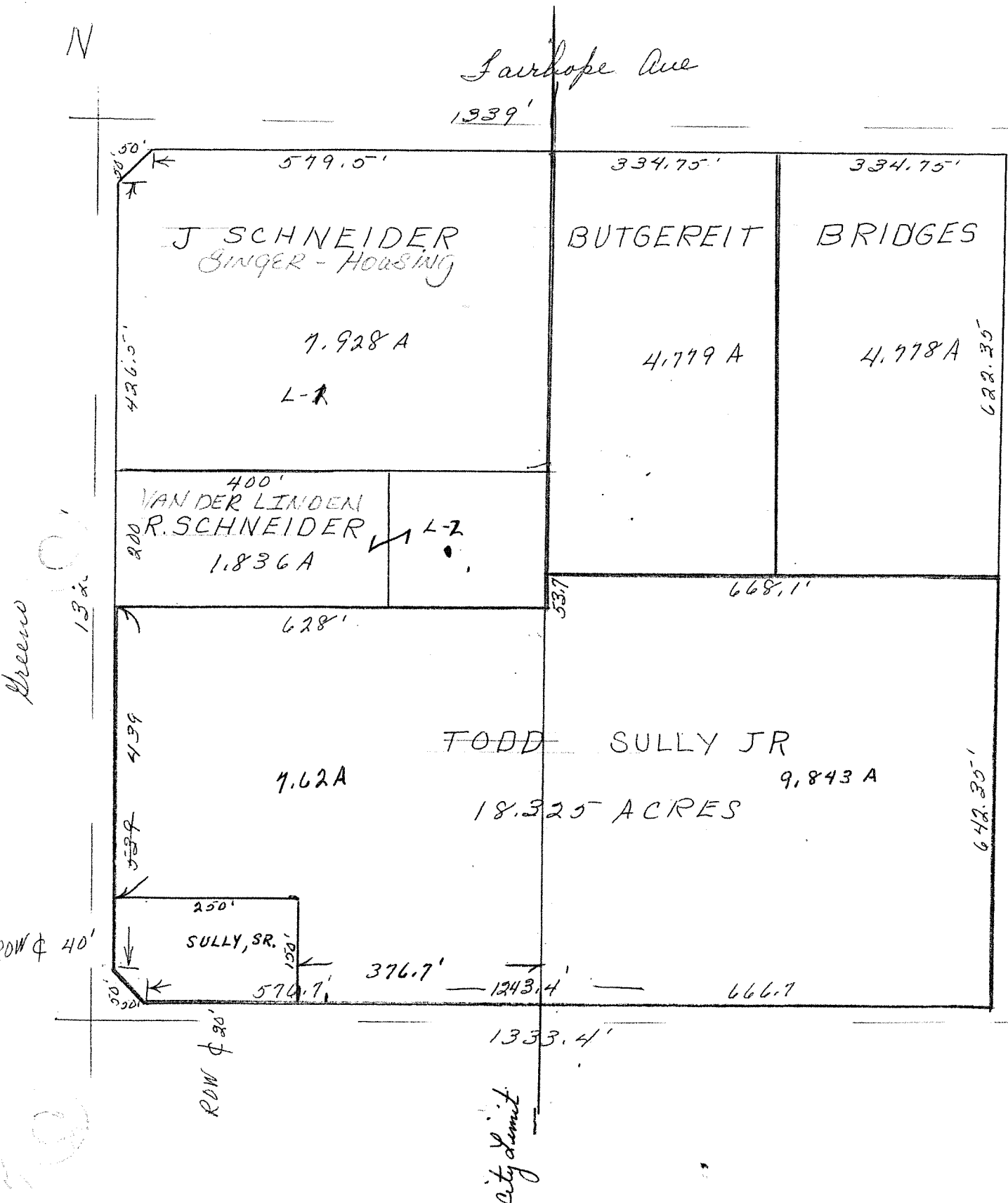
Wm. W. & Jessamine C. Gray	Ann J. Gable	9/7/61	Lots 15, 16, Blk. 45 Division 4	8,000.00	House
Bayview Services, Inc.	"	7/6/72	Lot B, Section 16	30,000.00	House
Donnie D. & Margaret Todd	"	10/27/82	Lot A (E 100') Sec. 16	60,000.00	House

TRANSFeree(S)	TRANSFEROR(S)	APPROVAL	DESCRIPTION	CONSIDERATION
Rezner, Rudolph Helen	John Rezner	10/5/44	S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 15	1.00
	"	2/20/59	SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10	1,500.00 <i>No Record of Improvements</i>
	" & wife	2/21/47	Lots 1, 3, 5, Satsuma, Sec. 10	1.00 <i>+ Lease Swap</i>
	Bertha B. Mershon	3/4/43	Satsuma Park, Sec. 10	1.00
	Meda Zarbell Steele	5/20/43	Lots 7, 9, 13, 15, Satsuma Park Sec. 10	350.00 <i>No Record of Imp</i>
	Matthew Walker	1/5/50	NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10	450.00 <i>"</i>
	R. C. Potter	3/21/46	S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ N 40 A., Sec. 11	3,335.00 <i>"</i>
Rezner, John & Dorothy	Rudolph Rezner	2/20/47	S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 15	1.00 <i>+ Lease Swap</i>
S. J. & Helen E. Broadwater	"	8/30/72 & 9/7/72	4.82 A., Section 10	24,500.00 <i>Feedlot, Out Building PLOW TREES</i>
R. J. Jr. & Nancy Rezner	"	3/1/76	Parcel 1-A, Sec. 10	Love & Affection
Miles W. & Sylvia V. Maloney	"	6/16/75	portion in Sec. 10	12,500.00 <i>40 Acres (Lease), 31 Acre/Lease Remaining</i>
Bryan Bordon & Marcella R. Morrow	"	2/14/79	Parcel "A", Sec. 10	115,000.00 <i>Wildlife, Parcel Trees (Crop for 5 years)</i>

TRANSFeree(S)	TRANSFEROR(S)	APPROVAL	DESCRIPTION	CONSIDERATION	Improvements
Lorenza E. Brown	Joseph R. Gillespie	3/17/60	SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 22	7,000.00	
Bruce T. & Mary A. Hulse	Lorenza & Joyce Brown	9/5/74	part Lot 1, Brown Sub. Sec. 22	6,000.00	Trees -
Ernest L. & Pamela Hooks	"	9/5/74	part Lot 2, Brown Sub.	6,000.00	Trees
Burton F. & Ethel M. Ritchie	"	9/5/74	part Lot 5, Brown Sub.	4,000.00	Trees
John C. & Mary E. McCue	"	9/5/74	Lots 7, 8, Brown Sub.	25,000.00	House
Mark A. & Sharon Williams	"	7/6/78	part Lot 2, Brown Sub. <i>Resub Lot 6</i>	Love & Affection	
Tony & Kerry Brown	"	7/18/80	part Lot 1, Brown Sub. <i>Resub Lot 6</i>	Love & Affection	
Robert A. & Lori B. Clark	"	9/12/84	part Lot 3 Lot 2 , Brown Sub.	Love & Affection	

N 1/4 89 1/4

Sec 16



TRANSFEE(S)	TRANSFEROR(S)	APPROVAL	DESCRIPTION	CONSIDERATION	
Fleming, Arthur & Agnes	W. H. & Mrs. Burmiester	7/21/49	SE $\frac{1}{4}$ SE $\frac{1}{4}$ & part SW $\frac{1}{4}$ SE $\frac{1}{4}$ less E $\frac{1}{2}$ Sec. 16	8,500.00	} No Record of Type Improve- MENTS
	Hubert Mendenhall	7/21/49	E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16	3,850.00	
	Milton V. Harris	3/19/53	NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15	800.00	
Paul F. & Jacquelin A. Nieland	Arthur & Agnes Fleming	7/20/71	NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15	10,500.00	No Record
Curry B. & Ruby Godwin	"	8/19/71	E. 107.3' of N 823' Sec. 16	5,000.00	Trees
Curry B. & Ruby Godwin (HARRY)	"	8/19/71 & 1/20/72	W 143', E 884', N 823' Section 16	2,700.00	(46 Pine Trees, 5 Pecans, 450' fence + MIX TREES)
Wm. J. & Shirley Doughty	"	9/7/78	Lot 10, Lea Brook Subdv.	41,500.00	BRIDGES, TREES ---
Bayside Originals	"	9/22/85	Lot 17, 3rd Addition Lea Brook Subdv.	10,840.00	IMPROVEMENTS (STREET, DRAINAGE SEPTIC ENGINEERING ----)
VM Grogan	"	10/1/64	N 823' & E 477' of E $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 16	\$8,000	80 PECANS
C A JANSEN	"	1/18/73	E 105' of N 420' of SW $\frac{1}{4}$ SE $\frac{1}{2}$ Sec 16	2,500	shed, 8 pecans, fencing & CLEARING
C W Hansen	"	12/26/71	W 417' of N 823' W $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$	20,000	House, Ponds, shed ---
				100,000 +	

TRANSFEREE(S)	TRANSFEROR(S)	APPROVAL	DESCRIPTION	CONSIDERATION	
Gable, Ann J. (Charles - deceased)	Arthur Cink	4/7/61	NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 16	8,000.00	House + PERSONAL PROP.
	J. B. Little Taylor	11/6/45	Lots 15, 16, Blk. 45 Division 4	?	NO STRUCTURE

Wm. W. & Jessamine C. Gray	Ann J. Gable	9/7/61	Lots 15, 16, Blk. 45 Division 4	8,000.00	House
Bayview Services, Inc. (Nix)	"	7/6/72	Lot B, Section 16	30,000.00	House
Donnie D. & Margaret Todd	"	10/27/82	Lot A (E 100') Sec. 16	60,000.00	House

LEASE

This Lease, MADE THIS _____ DAY OF _____ 19____, BY AND BETWEEN
FAIRHOPE SINGLE TAX CORPORATION, OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND

OF _____, HERINAFTER DESIGNATED AS THE LESSEE.

WITNESSETH: THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION; FOR AND IN CONSIDERATION OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER MENTIONED, HAS THIS DAY LEASED TO AND SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PORTION OF LAND, TO WIT:

SECTION _____, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, FOR THE TERM OF NINETY-NINE YEARS FROM THIS DATE SUBJECT TO THE CONDITIONS HEREIN STATED AND THE REPRESENTATIONS AND AGREEMENTS OF THE LESSEE IN HIS APPLICATION FOR SAID LAND HERETO ATTACHED AND A PART OF THIS LEASE CONTRACT AS FULLY AS IF PRINTED HEREIN.

(1) The said lessee, his heirs or successors, shall pay to the Fairhope Single Tax Corporation, its successors or assigns, the annual rental charge on said leasehold by paying one half on the first day of January and the other half on the first day of July of each year for the said land, exclusive of his improvements thereon, said rent charges to be as fixed annually by the Corporation through its Board of Directors or its Executive Council, in accordance with the principle of establishing its rents so as to allow for the varying advantages of location and natural qualities of the different parcels and to convert into the Corporation treasury for the benefit of its lessees, the Fairhope Single Tax Corporation and for the good of the community, as determined by its Board of Directors or its Executive Council, all rental value of its leased lands exclusive of improvements thereon. And the said lessee, for himself and his heirs, expressly agrees that the said rents shall be determined annually by the said Corporation through its Board of Directors or its Executive Council, upon the principle above stated. Should the annual rent payable, however, be less than the ad valorem taxes on the land hereinabove described together with the ad valorem taxes on the improvements and personal property, situated thereon plus a reasonable charge for administrative costs, in this case any additional such costs above such rent may be charged to the lessee. In instances when there are changes in leaseholds, or where streets or roads or other services are improved, rents may be adjusted on the leasehold or leaseholds so affected at the next semi-annual charge period.

(2) The land herein leased shall be used for such lawful purposes only as may not be physically or morally offensive to a majority of the resident members of the Fairhope Single Tax Corporation, and the lessee shall be subject to such reasonable sanitary regulations as may be imposed by the Executive Council or Superintendent of Public Health of said Corporation.

(3) In consideration of the agreement of said lessee to pay the rentals herein provided for, the Fairhope Single Tax Corporation will pay all taxes upon the land leased and will accept from the lessee on rent, receipts of the County Tax Collector or Clerk of City of Fairhope, for taxes paid to State, County, School District, or City, upon the improvements and personal property (moneys and credits excepted) held by lessee upon the land herein leased; or, if all rent due be paid, will give him a certificate in amount equal to such acceptable tax receipt remaining, receivable from bearer at face value on rent, or in discharge of any indebtedness to the Corporation; provided that said lessee will appoint whomsoever may be designated by the Corporation as his agent to return his property for taxation where permitted by law so to do; that in no event shall the Corporation be bound to accept tax receipts on more than a fair assessed valuation of the property, on the basis required by law, or to a greater amount for any year than the rent for that year on the land on which such improvements and personal property are held.

(4) It is agreed by the parties hereto, that time is of the essence of this contract. All rents not paid within ninety days of the time the same become due, shall be subject to interest at eight per cent per annum until paid; and the lessor shall have a prior lien on all improvements upon the land herein leased, to secure the payment of the rent and for the payment of all other indebtedness of any description whatsoever, by the lessee to the lessor. If the land leased be unimproved, or in the judgment of the Corporation the improvements thereon are not of sufficient value to secure the payment of the rent and cost of collecting same, then, in such event, all rights under this lease shall be subject to forfeiture without notice, after the rents shall have been due and unpaid for ninety days; and the improvements, if any, shall revert to the lessor. Upon failure to pay the rents, or any portion thereof, for six months after the same become due, the lessor is hereby authorized to sell at public sale the improvements on any leasehold, for satisfaction of the amount due, after first giving ten days' notice by one publication in some paper published at Fairhope, Alabama, the cost of such publication and the making of such sale to be paid with the rent out of the proceeds of such sale, and the remainder, if any, to be returned to the lessee or such other person as may be authorized to receive the same. The lessor, its agent or attorney, may conduct such sale; and the party so conducting the sale is authorized to make, in the name of the lessee, proper conveyance of the property so sold. The lessee hereby waives all right of exemption of any property as against the collection of any debt due under this contract. The sale of the improvements under legal process shall work a forfeiture of all rights under this lease.

(5) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, and the division of its assets among its members, the said lessee, if a member, shall be entitled to have the land herein described and leased — or so much of it as he may designate — included in his portion, at its actual value at the time, exclusive of improvements thereon, and if it exceed in value such portion, to purchase the excess at such valuation. If not a member, the lessee may at such time acquire title to the land herein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(6) The Fairhope Single Tax Corporation believes its title to the land herein leased to be good, and will use every proper means in its power to maintain the same; but it is distinctly understood that the Corporation shall not be held liable for any losses resulting from defects in its title.

(7) The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon.

(8) Should it become necessary to determine the value of said land, or of the improvements thereon, in compliance with the provisions of clauses 3, 5, or 7, of this lease, the same shall be determined by three disinterested persons, to be selected as follows: the Corporation and the Lessee each choosing one of three persons named by the other and the third to be selected by the two. All persons named shall be individuals qualified and experienced in making real estate appraisals. Should any lessee fail to name his arbitrators within thirty days after written notice by registered mail to do so, the Corporation may name an arbitrator for him.

(9) This lease shall not be assigned or any portion of the leasehold sublet without the express, written, consent of the Corporation. The original lease must be returned to the Corporation with any proposed assignment or subleasing endorsed thereon, and if approved, a new lease will be issued to the transferee. Nothing contained herein shall be construed to prohibit the subleasing of any improvements located on the leasehold.

(10) Surface rights only are hereby leased. All mineral rights are reserved by lessor.

(11) This lease may be terminated by the lessee after six months notice in writing to the Corporation and the payment of all rent due to the end of such six months period. A lessee having filed the required notice of desire to surrender, may dispose of any improvements thereon, (subject to the Corporation's lien for rent) but if not so disposed of, the land shall come to the Corporation, together with any improvements remaining thereon, without any claim of the surrendering lessee on account of such improvements, and the Corporation may decline to accept a partial surrender of a leasehold where the portion surrendered or retained, would not, in its opinion, be desirable to other lessees.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR HANDS IN DUPLICATE,

THIS _____ DAY OF _____ 19____

BY ORDER EX. COUNCIL _____ 19____

FAIRHOPE SINGLE TAX CORPORATION

Lessee By _____ President

Lessee _____ Secretary

Exhibit D

Old Lease

LEASE

This Lease, MADE THIS _____ DAY OF _____, 19____, BY AND BETWEEN
FAIRHOPE SINGLE TAX CORPORATION, OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND _____

OF _____, HEREINAFTER DESIGNATED AS THE LESSEE.

WITNESSETH: THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION; FOR AND IN CONSIDERATION OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER MENTIONED, HAS THIS DAY LEASED TO AND SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PORTION OF LAND

TO WIT _____

SECTION _____, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, FOR THE TERM OF NINETY-NINE YEARS FROM THIS DATE SUBJECT TO THE CONDITIONS HEREIN STATED AND THE REPRESENTATIONS AND AGREEMENTS OF THE LESSEE IN HIS APPLICATION FOR SAID LAND HERETO ATTACHED AND A PART OF THIS LEASE CONTRACT AS FULLY AS IF PRINTED HEREIN.

(1) The said lessee, his heirs, or successors, shall pay to the said Fairhope Single Tax Corporation, its successors or assigns, in equal payments, on the first days of January and July of each year, the annual rental value of said land, exclusive of his improvements thereon, to be determined by the said Corporation through its Executive Council or Board of Directors, under its avowed principle of so fixing the rentals of its lands as to equalize the varying advantage of location and natural qualities of different tracts and convert into the treasury of the Corporation for the common benefit of its lessees, all values attaching to such lands, exclusive of improvements thereon. And the said lessee, for himself and his heirs, hereby expressly agrees that the said annual rent shall be determined by the said Corporation upon the principle just stated, and shall be expended by said Corporation, subject to the conditions hereinafter stated.

(2) The land herein leased shall be used for such purposes only as may not be physically or morally offensive to a majority of the resident members of the Fairhope Single Tax Corporation, and the lessee shall be subject to such reasonable sanitary regulations as may be imposed by the Executive Council or Superintendent of Public Health of said Corporation.

(3) In consideration of the agreement of said lessee to pay the rentals herein provided for, the Fairhope Single Tax Corporation will pay all taxes upon the land leased and will accept from the lessee on rent receipts of the County Tax Collector or Clerk of City of Fairhope, for taxes paid to State, County, School District, or City, upon the improvements and personal property (moneys and credits excepted) held by lessee upon the land herein leased; or, if all rent due be paid, will give him a certificate in amount equal to such acceptable tax receipts remaining, receivable from bearer at face value on rent, or in discharge of any indebtedness to the Corporation; provided that said lessee will appoint whomsoever may be designated by the Corporation as his agent to return his property for taxation where permitted by law so to do; that in no event shall the Corporation be bound to accept tax receipts on more than a fair assessed valuation of the property, on the basis required by law, or to a greater amount for any year than the rent for that year on the land on which such improvements and personal property are held.

(4) And the said Fairhope Single Tax Corporation further agrees in consideration of the covenants of the said lessee herewith evidenced, that no part of the rents paid by him upon the land herewith leased, shall be appropriated as dividends to its members or any other persons, but that all shall be administered as a trust fund for the equal benefit of those leasing its lands.

(5) And the said Corporation still further agrees, that in the distribution of the benefits which its purpose is to secure for residents upon its lands, no distinction shall be made between individuals, whether members of the corporation or not, but that with the exception of the right of members as participants in the government of the Corporation, all shall be treated with strict equality.

(6) It is agreed by the parties hereto, that time is of the essence of this contract. All rents not paid within ninety days of the time the same become due, shall be subject to interest at eight per cent per annum until paid; and the lessor shall have a prior lien on all improvements upon the land herein leased, to secure the payment of the rent and for the payment of all other indebtedness of any description whatsoever, by the lessee to the lessor. If the land leased be unimproved, or in the judgment of the Corporation the improvements thereon are not of sufficient value to secure the payment of the rent and cost of collecting same, then, in such event, all rights under this lease shall be subject to forfeiture without notice, after the rents shall have been due and unpaid for ninety days; and the improvements, if any, shall revert to the lessor. Upon failure to pay the rents, or any portion thereof, for six months after the same become due, the lessor is hereby authorized to sell at public sale the improvements on any leasehold, for satisfaction of the amount due, after first giving ten days' notice by one publication in some paper published at Fairhope, Alabama, the cost of such publication and the making of such sale to be paid with the rent out of the proceeds of such sale, and the remainder, if any, to be returned to the lessee or such other person as may be authorized to receive the same. The lessor, its agent or attorney, may conduct such sale; and the party so conducting the sale is authorized to make, in the name of the lessee, proper conveyance of the property so sold. The lessee hereby waives all right of exemption of any property as against the collection of any debt due under this contract. The sale of the improvements under legal process shall work a forfeiture of all rights under this lease.

(7) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, and the division of its assets among its members, the said lessee, if a member, shall be entitled to have the land herein described and leased—or so much of it as he may designate—included in his portion, at its actual value at the time, exclusive of improvements thereon, and if it exceed in value such portion, to purchase the excess at such valuation. If not a member, the lessee may at such time acquire title to the land herein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(8) The Fairhope Single Tax Corporation believes its title to the land herein leased to be good, and will use every proper means in its power to maintain the same; but it is distinctly understood that the Corporation, acting only with the benevolent purpose to secure land and administer it for the benefit of those who may desire its use, shall not be held liable for any losses resulting from defects in its title.

(9) The right is reserved by the Fairhope Single Tax Corporation to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon.

(10) Should it become necessary to determine the value of said land, or of the improvements thereon, in compliance with the provisions of clauses 3, 7, or 9, of this lease, the same shall be determined by three disinterested persons, to be selected as follows: the Corporation and the Lessee each choosing one of three persons named by the other and the third to be selected by the two. Should any Lessee fail to name his arbitrators within thirty days after written notice by registered mail to do so, the Corporation may name an arbitrator for him.

(11) This lease is assignable only to members of the Fairhope Single Tax Corporation, or to persons acceptable to it. The original lease must be returned to the Corporation with any proposed transfer endorsed thereon and, if approved, a new lease will be issued to the transferee.

(12) Surface rights only are hereby leased. All mineral rights are reserved by lessor.

(13) This lease may be terminated by the lessee after six months notice in writing to the Corporation and the payment of all rent due to the end of such six months period. A lessee having filed the required notice of desire to surrender, may dispose of any improvements thereon (subject to the Corporation's lien for rent) but it not so disposed of, the land shall come to the Corporation, together with any improvements remaining thereon, without any claim of the surrendering lessee on account of such improvements, and the Corporation may decline to accept a partial surrender of a leasehold where the portion surrendered or retained, would not, in its opinion, be desirable to other lessees.

IN WITNESS WHEREOF, THE PARTIES HERUNTO HAVE SET THEIR HANDS IN DUPLICATE,

THIS _____ DAY OF _____, 19____

BY ORDER EX. COUNCIL _____, 19____

FAIRHOPE SINGLE TAX CORPORATION

Lessee By _____ President

Lessee _____ Secretary

DECLARATION OF INCORPORATION

OF

THE FAIRHOPE SINGLE TAX LESSEES ASSOCIATION, INC.

STATE OF ALABAMA)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, We the undersigned, desiring to form a corporation under the provisions of Title 10, Section 168 Code of Alabama, for the organization not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members through their mutual co-operation and association, do hereby declare:

ARTICLE I

NAME

The name of said corporation shall be THE FAIRHOPE SINGLE TAX LESSEES ASSOCIATION, INC., and it shall forever be a non-profit corporation dedicated to the benefit of its members through their mutual co-operation and association.

ARTICLE II

OBJECTS

The purposes and/or objects for which this corporation is organized, formed and to be used are as follows:

(a) To demonstrate the beneficence, utility and practicability of the free enterprise, individual ownership theory of economics with the hope that it is continued.

(b) To demonstrate the unbeneficial nature, non-utility and impracticability of the single tax theory with the hope of its total rejection by the governments and people in the future.

(c) To secure for ourselves and our children and associates and mutual co-operation securing to our members equality of opportunity, the full reward of individual efforts, the full profit and reward for the use or sale of property owned or leased or property owned but situated on leased property, be it real or personal, and the benefits of co-operation in matters of general concern to the members.

(d) To secure from the Fairhope Single Tax Corporation its successors or assigns, a charge to members of this corporation the fair rental value of any and all land leased by said members, in compliance with the charter or articles of incorporation of the Fairhope Single Tax Corporation.

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

OCT 5 1976 12:45 PM

And that no tax was collected. Recorded in
Book 26
Page 570
Judge of Probate
J. C. Doherty

BOOK 26 PAGE 567

2

(e) To secure for our members the fair market value of improvements owned by our members and situated on leased property, as is provided by Alabama law.

(f) To prosecute the plans for the general welfare of our members and to do and perform all the acts and exercise all the powers permitted under the Act.

ARTICLE III

OFFICERS

(a) The officers of this corporation shall be a President, Vice President and Secretary-Treasurer. They shall be elected once every year during the month of November and shall take office on the first day of December, next, after their election. They shall receive such salary, if any as the membership shall set by a majority vote of those present at a meeting. The officers shall be chosen from the members of the Board of Directors.

(b) There shall be not more than ten Directors of this corporation who shall be elected from the membership of the corporation. They shall be elected once every other year during the month of October and shall take office on the first day of November, next, after their election. They shall receive no salary. When a Director dies, resigns, ceases to become a lessee of the Fairhope Single Tax Corporation or is otherwise disqualified, the remaining Directors shall fill his or her place for the remainder of his or her term by electing one of the active members of the corporation.

ARTICLE IV

POWERS

The corporation, herein organized shall possess all the necessary and essential powers to conduct its business, to carry out the objects for which it has been dedicated and all other powers bestowed upon similar corporations in the State of Alabama as well as those necessarily implied and together with and including, but not limited to, the following powers:

(a) To own property, purchase and sell property, lend and borrow money, solicit funds, hire speakers, investigators, arbitrators, and attorneys and to do whatever is necessary to educate the public as to danger of the single tax theory.

(b) To carry on the activities of this corporation openly or to go underground, to cooperate with other organizations or to employ or work with other groups or individuals.

(c) To put on any kind of program, appoint committees to appear before any kind of groups to file suits, in any court, defend suits in any court and to do anything necessary and legal to accomplish the objects of the corporation.

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(d) To hire and fire arbitrators and pay them to arbitrate the rental rates of members with the Fairhope Single Tax Corporation and the amounts which members are to receive for sales or transfers of property owned by the Fairhope Single Tax Corporation and upon which members have improvements owned by members and to assure that the members receive the fair market value of their improvements on transfers of leaseholds, all as is provided in House Bill 1128 and Senate Bill 635 which became law in the 1976 session of the Alabama Legislature.

ARTICLE V

The Directors of this corporation shall be the controlling power to carry on the business, to set the rules and regulations, make the by-laws, set the qualifications of membership and they shall meet at least once a month and further at any time they desire to come together. However, such rules and regulations, by-laws, etc., shall be approved by a vote of the majority of the members present at a meeting to approve such. Six Directors shall be a quorum to do business and a lesser number if same compose the full active membership of such board. The said Board of Directors shall have a regular annual meeting in November for the election of officers for the coming year. The President or persons calling the meeting shall notify the Directors in such manner as he shall see fit. The membership of the corporation shall have the right to be present at meetings of the board.

ARTICLE VI

This Constitution shall be amendable by a proper and legal vote of the majority of the members of this corporation and shall take effect upon being properly recorded in the Probate Office and can be offered at the annual meeting or any properly called meeting by Resolution and the amendment being signed by a majority of the active serving Directors, same being properly sworn to.

IN WITNESS WHEREOF, the undersigned incorporators have subscribed their or our names to this Certificate of Incorporation on this the 4 day of October, 1976.

Robert J. Potter
Walter A. Jansen
R. J. Resner Jr.
Vince Jones
Edward E. Galt
Agnes Fleming
Ernestine Ware
Jean F. Bowers

W. T. Waller
W. R. Linder
Bill Noble
George B. Humphrey
Larry Fisher
Ernestine Jansen
Ada E. McDermott
Caroline H. Lindgren

5304 26 MAY 558

James A. Lindgren
Ann Gable
Pauline J. Moyd
Elsie A. Butgens
Arthur Fleming
Wayne Haffner
Rudy Reznor

Ralph Ware
Helen Reznor

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned, a Notary Public in and for the State of Alabama, at Large,
do hereby certify that Robert J. Potter, Claude A. Jansen, R. J. Reznor, Jr.,
Nancy Reznor, Eunice Kshut, Agnes Fleming, Earline Ware,
Jean J. Bowers, W. T. Walley, W. R. Quindlen, George B.
Klumpke, Rudy Kshut, Evelyn Jansen, Ada C. McDermott,
Caroline H. Lindgren, James A. Lindgren, Ann Gable,
Pauline J. Moyd, Elsie A. Butgens, Arthur Fleming,
Wayne Haffner, Rudy Reznor, Ralph Ware, Helen
Reznor

each of whom are known to me, and each of whose names are signed to the above and fore-
going Certificate of Incorporation, acknowledged before me on this day, that after
being first informed of the contents of said Certificate of Incorporation, that they
each respectively signed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I do hereunto set my hand and affix my seal of office this
the 4 day of October, 1976.

Donald R. Hanson
Notary Public, State at Large

MY COMMISSION EXPIRES:
January of 1980

This instrument prepared by
Donald R. Hanson
Attorney
400 Bell Building
Montgomery, Alabama 36104

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DECLARATION OF INCORPORATION

OF

THE FAIRHOPE SINGLE TAX LESSEES ASSOCIATION, INC.

STATE OF ALABAMA)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, We the undersigned, desiring to form a corporation under the provisions of Title 10, Section 168 Code of Alabama, for the organization not for pecuniary profit in the sense of paying interest or dividends on stock, but for the benefit of its members through their mutual co-operation and association, do hereby declare:

ARTICLE I

NAME

The name of said corporation shall be THE FAIRHOPE SINGLE TAX LESSEES ASSOCIATION, INC., and it shall forever be a non-profit corporation dedicated to the benefit of its members through their mutual co-operation and association.

ARTICLE II

OBJECTS

The purposes and/or objects for which this corporation is organized, formed and to be used are as follows:

(a) To demonstrate the beneficence, utility and practicability of the free enterprise, individual ownership theory of economics with the hope that it is continued.

(b) To demonstrate the unbeneficial nature, non-utility and impracticability of the single tax theory with the hope of its total rejection by the governments and people in the future.

(c) To secure for ourselves and our children and associates and mutual co-operation securing to our members equality of opportunity, the full reward of individual efforts, the full profit and reward for the use or sale of property owned or leased or property owned but situated on leased property, be it real or personal, and the benefits of co-operation in matters of general concern to the members.

(d) To secure from the Fairhope Single Tax Corporation its successors or assigns, a charge to members of this corporation the fair rental value of any and all land leased by said members, in compliance with the charter or articles of incorporation of the Fairhope Single Tax Corporation.

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

OCT 5 1976 12:45 PM

And that no tax was collected. Recorded in
Book 26
Page 569
C. 570
Judge of Probate
J. W. Doherty

836 26 587

(e) To secure for our members the fair market value of improvements owned by our members and situated on leased property, as is provided by Alabama law.

(f) To prosecute the plans for the general welfare of our members and to do and perform all the acts and exercise all the powers permitted under the Act.

ARTICLE III

OFFICERS

(a) The officers of this corporation shall be a President, Vice President and Secretary-Treasurer. They shall be elected once every year during the month of November and shall take office on the first day of December, next, after their election. They shall receive such salary, if any as the membership shall set by a majority vote of those present at a meeting. The officers shall be chosen from the members of the Board of Directors.

(b) There shall be not more than ten Directors of this corporation who shall be elected from the membership of the corporation. They shall be elected once every other year during the month of October and shall take office on the first day of November, next, after their election. They shall receive no salary. When a Director dies, resigns, ceases to become a lessee of the Fairhope Single Tax Corporation or is otherwise disqualified, the remaining Directors shall fill his or her place for the remainder of his or her term by electing one of the active members of the corporation.

ARTICLE IV

POWERS

The corporation, herein organized shall possess all the necessary and essential powers to conduct its business, to carry out the objects for which it has been dedicated and all other powers bestowed upon similar corporations in the State of Alabama as well as those necessarily implied and together with and including, but not limited to, the following powers:

(a) To own property, purchase and sell property, lend and borrow money, solicit funds, hire speakers, investigators, arbitrators, and attorneys and to do whatever is necessary to educate the public as to danger of the single tax theory.

(b) To carry on the activities of this corporation openly or to go underground, to cooperate with other organizations or to employ or work with other groups or individuals.

(c) To put on any kind of program, appoint committees to appear before any kind of groups to file suits, in any court, defend suits in any court and to do anything necessary and legal to accomplish the objects of the corporation.

REV. 26 MAY 1958

(d) To hire and fire arbitrators and pay them to arbitrate the rental rates of members with the Fairhope Single Tax Corporation and the amounts which members are to receive for sales or transfers of property owned by the Fairhope Single Tax Corporation and upon which members have improvements owned by members and to assure that the members receive the fair market value of their improvements on transfers of leaseholds, all as is provided in House Bill 1128 and Senate Bill 635 which became law in the 1976 session of the Alabama Legislature.

ARTICLE V

The Directors of this corporation shall be the controlling power to carry on the business, to set the rules and regulations, make the by-laws, set the qualifications of membership and they shall meet at least once a month and further at any time they desire to come together. However, such rules and regulations, by-laws, etc., shall be approved by a vote of the majority of the members present at a meeting to approve such. Six Directors shall be a quorum to do business and a lesser number if same compose the full active membership of such board. The said Board of Directors shall have a regular annual meeting in November for the election of officers for the coming year. The President or persons calling the meeting shall notify the Directors in such manner as he shall see fit. The membership of the corporation shall have the right to be present at meetings of the board.

ARTICLE VI

This Constitution shall be amendable by a proper and legal vote of the majority of the members of this corporation and shall take effect upon being properly recorded in the Probate Office and can be offered at the annual meeting or any properly called meeting by Resolution and the amendment being signed by a majority of the active serving Directors, same being properly sworn to.

IN WITNESS WHEREOF, the undersigned incorporators have subscribed their or our names to this Certificate of Incorporation on this the 4 day of October, 1976.

Robert J. Potter
Walter D. Jansen
R. J. Resner Jr.
Wm. J. Riser
Charles R. Riser
James Fleming
Ernest Ware
James H. Bowers

W. T. Walling
W. R. Linder
Bill Noble
George B. Springer
Samuel Riser
Ernest Jansen
Adair McQuinn
Caroline H. Sandgren

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James A. Lindgren
Ann Table
Pauline J. Moyd
Elsie A. Butgens
Arthur Fleming
Wayne Haffner
Rudy Regner

Ralph Ware
Helen Regner

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned, a Notary Public in and for the State of Alabama, at Large,
do hereby certify that Robert J. Potter, Claude A. Jensen, R. J. Regner, Jr.,
Nancy Regner, Eunice Kabut, Agnes Fleming, Earline Ware,
Jason J. Bonessa, W. T. Waller, W. R. Trindon, George B.
Klumpke, Rudy Kabut, Evelyn Jensen, Ada C. McDermott,
Caroline H. Lindgren, James A. Lindgren, Ann Table,
Pauline J. Moyd, Elsie A. Butgens, Arthur Fleming,
Wayne Haffner, Rudy Regner, Ralph Ware, Helen
Regner

each of whom are known to me, and each of whose names are signed to the above and fore-
going Certificate of Incorporation, acknowledged before me on this day, that after
being first informed of the contents of said Certificate of Incorporation, that they
each respectively signed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I do hereunto set my hand and affix my seal of office this
the 4 day of October, 1976.

Donald R. Hanson
Notary Public, State at Large

MY COMMISSION EXPIRES:
January of 1980

This instrument prepared by
Donald R. Hanson
Attorney
400 Bell Building
Montgomery, Alabama 36104

26 570

Southern Realty Inc.

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA 36532

TELEPHONE: (205) 928-7962

September 4, 1974

Fairhope Single Tax Corporation
336 Fairhope Avenue
Fairhope, Alabama 36532

Gentlemen:

We hereby request transfer of property known as Brown's
Subdivision and described on attached.

Transfer from Lorenza E. Brown and Joyce E. Brown
to John C. McCue and Mary McCue.

Consideration is \$25,000.00, with \$5,000 down and
balance to be secured by mortgage to be held by Mr.
Brown.

Improvements consists of: Bahiaia crop, 18 pecans,
50 oaks, 4 fruit trees, lot of paper wood.

Thank you:

Barbara J. Manders
Barbara Manders

we request an assent to Mortgage. B.J.M.

Approved 9/5/74

§ 10-4-191 CORPORATIONS, PARTNERSHIPS AND ASSOCIATIONS § 10-4-194

§ 10-4-191. Officers; constitution; bylaws.

Code commissioner's note. — Acts 1976, No. 584, p. 795, reenacted this section without change. Cited in Opinion of the Justices, Ala. 333 So. 2d 125 (1976).

§ 10-4-192. Powers.

Code commissioner's note. — Acts 1976, No. 584, p. 795, reenacted this section without change. Cited in Opinion of the Justices, Ala. 333 So. 2d 125 (1976).

§ 10-4-193. Exemption of certain waterworks from ad valorem taxes and state or county license taxes on gross receipts.

All associations or corporations heretofore or hereafter organized pursuant to the provisions of this article for the purpose of operating waterworks for unincorporated areas shall be exempt from the payment of all state, county, municipal or other ad valorem taxes and shall be exempt from paying any state or county license tax on any gross receipts of such association or corporation. (Code 1907, § 3573; Code 1923, § 7046; Code 1940, T. 10, § 168; Acts 1966, Ex. Sess., No. 445, p. 602, § 1; Acts 1976, No. 584, p. 795.)

The 1976 amendment, effective August 24, 1976, substituted "areas" for "municipalities" following "unincorporated" and added the language following "ad valorem taxes." Cited in Opinion of the Justices, Ala. 333 So. 2d 125 (1976).

§ 10-4-194. Recognition of associations of lessees, etc.; arbitration of certain disputes arising under real estate leases.

(a) Any corporation organized under this article for the purpose of demonstrating the single tax principal shall, as soon as practicable after August 25, 1976, amend its corporate charter to provide that it will recognize an association of its lessees and will deal with representatives of said association on any and all matters relating to leased corporate lands in any manner.

(b) Any corporation organized under this article for the purpose of demonstrating the single tax principal shall, as soon as practicable after August 25, 1976, amend its corporate charter to provide that any lease agreement covering real estate shall provide that the lessee may give written notice to the lessor that he objects to the amount of the rent claimed or requested by the lessor. Upon receipt of said written notice, the lessor and the lessee, or any association of lessees when the individual lessee so desires, shall each designate a person to be an arbitrator and the two thus chosen shall select a third. These arbitrators shall meet and, after a hearing wherein both the lessor and the lessee are allowed to present evidence, they shall fix the amount of the rent by arbitration. This determination shall be binding on both parties.

(c) Any corporation organized under this article for the purpose of demonstrating the single tax principal shall, as soon as practicable after August

§ 10-4-320 CORPORATIONS, PARTNERSHIPS AND ASSOCIATIONS § 10-4-340

25, 1976, amend its corporate charter to provide that any lease agreement covering real estate shall provide that the lessee may give written notice to the lessor that he objects to the amount of the compensation for sale or transfer of improvements imposed or requested by the lessor. Upon receipt of said written notice, the lessor and the lessee, or any association of lessees when the individual lessee so desires, shall each designate a person to be an arbitrator and the two thus chosen shall select a third. These arbitrators shall meet and, after a hearing wherein both the lessor and the lessee are allowed to present evidence, they shall fix the amount of the compensation by arbitration. This determination shall be binding on both parties. Said arbitration shall be to determine what is the fair market value.

(d) The provisions of this section shall apply to all leases in effect on August 25, 1976 in the state of Alabama where the lessor is a corporation organized under this article.

(e) Subsections (b) and (c) of this section shall apply to all leases executed after August 25, 1976 applying to real estate in the state of Alabama where the lessor is a corporation organized under this article. (Acts 1976, No. 282, p. 314; Acts 1976, No. 606, p. 822.)

Effective date. — Acts 1976, No. 282, p. 314, No. 606, p. 822, became effective August 25, became effective August 16, 1976, Acts 1976, 1976.

ARTICLE 16.

WATER POWER COMPANIES.

§ 10-4-320. Rights, powers and authority.

The right to cut danger trees in the future could be condemned at the same time the right-of-way itself was acquired by condemnation. Thompson v. Alabama Power Co., Ala. , 336 So. 2d 1102 (1976). Cited in Alabama Power Co. v. Hamilton, Ala. , 342 So. 2d 8 (1977).

ARTICLE 17.

ALABAMA CREEK INDIAN COUNCIL.

Effective date. — The act which added this article became effective July 1, 1976.

§ 10-4-340. Purpose of article.

It is the purpose of this article to create a Creek Indian Council to enable the Creek Indians and their descendants residing in Alabama to enjoy the full benefits of state, local and federal programs for the economic, cultural and social advancement of the Creek Indians. (Acts 1976, No. 533, p. 684, § 1.)

DECLARATION OF INCORPORATION

OF

THE FAIRHOPE SINGLE TAX LESSEES ASSOCIATION, INC.

Signed by the following names:

BOWERS, JEAN F.
BUTGEREIT, ELSIE A.
FLEMING, AGNES
FLEMING ARTHUR
GABLE, ANN
GABLE, BILL (deceased)
GUINDON, W.R.
HOFFREN, WAYNE
JANSEN, CLAUDE A.
JANSEN, EVELYN
KLUMPP, GEORGE B.
KRHYT, EUNICE
KRHUT, RUDY
LINDGREN, CAROLINE H.
LINDGREN, JAMES A.
MOYD, PAULINE
MCDERMOTT, ADA C.
POTTER, ROBERT J.
REZNER, HELEN
REZNER, NANCY
REZNER, RUDY
REZNER, R.J., JR.
WALLY, W.T.
WARE, EARLINE
WARE, RALPH

F.S.T. Lessees Ass. Inc.

+

Those signing appeal.

✓ BOWERS, JEAN F.

BROWN, LORENZA E.

✓ BUTGEREIT, ELSIE A.

✓ FLEMING, AGNES

✓ FLEMING, ARTHUR

✓ GABLE, ANN

✓ GABLE, BILL

(Deceased)

~~GABLE, CHARLES~~

GABEL, ERNEST W. JR.

✓ GUINDON, W.R.

HOFFREN, MARJORIE

✓ HOFFREN, WAYNE

✓ JANSEN, CLAUDE A.

✓ JANSEN, EVELYN

✓ KLUMPP, GEORGE B.

✓ KRHUT, EUNICE

✓ KRHUT, RUDY

✓ LINDGREN, CAROLINE H.

✓ LINDGREN, JAMES A.

MOYD, ERVIN D.

✓ MOYD, PAULINE JR.

✓ MCDERMOTT, ADA C.

✓ POTTER, ROBERT J.

✓ REZNER, HELEN

✓ REZNER, NANCY

✓ REZNER, RUDY

✓ REZNER, R.J. JR.

✓ WALLEY, W.T.

✓ WARE, EARLINE

✓ WARE, RALPH

25

AMENDMENT TO THE DECLARATION OF INCORPORATION
OF FAIRHOPE SINGLE TAX LESSEES' ASSOCIATION, INC.

STATE OF ALABAMA)

BALDWIN COUNTY)

We, the undersigned, being the President and Secretary of the Fairhope Single Tax Lessees' Association, Inc., an Alabama non-profit corporation, do hereby certify:

That at a special meeting of the membership of the Fairhope Single Tax Lessees' Association, Inc., held on the 19th day of August, 1979, at 101 North Section Street, Fairhope Alabama, the following resolution was unanimously adopted by the membership of said corporation:

BE IT RESOLVED, that the membership of the Fairhope Single Tax Lessees' Association, Inc., authorize the amendment of the declaration of incorporation of said corporation by deleting Article II entitled "OBJECTS" and Article IV entitled "POWERS" and substituting in lieu thereof the following:

ARTICLE II

OBJECTS

The purposes and/or objects for which the corporation is organized are as follows:

- (a) To demonstrate the beneficence, utility and practicability of the free enterprise, individual ownership theory of economics with the hope that it is continued.
- (b) To promote, advance, and stimulate business, commercial, industrial, and agricultural interest and general welfare within the State of Alabama and to acquaint and inform the public as to its objectives and to stimulate public opinion and a reaction to these ends by providing information and other educational, commercial, industrial, social, and public features as will foster, encourage and stimulate these purposes.
- (c) To secure from the Fairhope Single Tax Corporation, its successors or assigns, to charge to members of this corporation, the fair rental value of any and all land leased by said members, in compliance with the Charter or Articles of Incorporation of the Fairhope Single Tax Corporation.
- (d) To secure for our members the fair market value of improvements owned by our members and situated on leased property, as is provided by Alabama Law.
- (e) To promote the plans for the general welfare of our members and to do and perform all the acts and exercise all of the powers permitted under Alabama law.

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

NOV 5 1979

and that no fee was collected. *James D. Miller*
Notary Public
My Comm. Expires 12-31-81
AM 51.00 Index 5 By *[Signature]*

ARTICLE IV

POWERS

The powers of the Fairhope Single Tax Lessees' Association, Inc., shall include all those provided by law for such non-profit corporations within the meaning of the Alabama Non-profit Act, and shall have all the powers, privileges and immunities which, under the Alabama Non-profit Act, or any other laws of the State of Alabama now or hereafter may be vested in similar corporations.

IT IS FURTHER RESOLVED that the President and the Secretary of the Fairhope Single Tax Lessees' Association, Inc., shall do all things necessary to effectuate the amendment to the Articles of Incorporation of said corporation;

BE IT FURTHER RESOLVED, that the Board of Directors of the Fairhope Single Tax Lessees' Association, Inc., direct that the amendment to its Articles of Incorporation be submitted to a vote at a meeting of its members, which meeting shall be specially called by giving written notice to each member setting forth the purpose of the amendment, said meeting to be held on the 19th day of August, 1979.

We, the undersigned, do further certify that the aforementioned resolution was adopted by the unanimous vote of all the Board of Directors of said corporation, and that said resolution was presented at said special meeting and was adopted by a majority of those voting, that a quorum of the members were present at said special meeting, and that the resolution received more than two-thirds of the votes entitled to be cast by the members present or represented by proxy.

NOW, THEREFORE, we the undersigned, President and Secretary of Fairhope Single Tax Lessees' Association, Inc., do certify as follows:

That the declaration of incorporation of the Fairhope Single Tax Lessees' Association, Inc., is amended so as to add the following:

ARTICLE II

OBJECTS

The purposes and/or objects for which the corporation is organized are as follows:

- (a) To demonstrate the beneficence, utility and practicability of the free enterprise, individual ownership theory of economics with the hope that it is continued.
- (b) To promote, advance, and stimulate business, commercial, industrial, and agricultural interest and general welfare within the State of Alabama and to acquaint and inform the public as to its objectives and to stimulate public opinion and a reaction to these ends by providing information and other educational, commercial, industrial, social, and public features as will foster, encourage and stimulate these purposes.
- (c) To secure from the Fairhope Single Tax Corporation,

its successors or assigns, to charge to members of this corporation, the fair rental value of any and all land leased by said members, in compliance with the Charter or Articles of Incorporation of the Fairhope Single Tax Corporation.

(d) To secure for our members the fair market value of improvements owned by our members and situated on leased property, as is provided by Alabama law.

(e) To promote the plans for the general welfare of our members and to do and perform all the acts and exercise all of the powers permitted under Alabama law.

ARTICLE IV

OBJECTS

The powers of the Fairhope Single Tax Lessees' Association, Inc., shall include all those provided by law for such non-profit corporations within the meaning of the Alabama Non-profit Act, and shall have all the powers, privileges and immunities which, under the Alabama Non-profit Act, or any other laws of the State of Alabama now or hereafter may be vested in similar corporations.

IN WITNESS WHEREOF, the undersigned have subscribed and acknowledged the certificate on this the 1 day of November, 1979.

FAIRHOPE SINGLE TAX LESSEES'
ASSOCIATION, INC., an Alabama
non-profit corporation

By: Robert J. Potter
Robert J. Potter, President

ATTEST:

Caroline Lindgren
Caroline Lindgren, Secretary

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ROBERT J. POTTER and CAROLINE LINDGREN, whose names as President and Secretary respectively of FAIRHOPE SINGLE TAX LESSEES' ASSOCIATION, INC., an Alabama non-profit corporation, are

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signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 1st day of November, 1979.

Sam W. Lly
NOTARY PUBLIC
(My Commission Expires May 26, 1986)

STATE OF ALABAMA)

BALDWIN COUNTY)

Before me, the undersigned Notary Public in and for said State and County, personally appeared ROBERT J. POTTER, known to me, who, being by me first duly sworn, deposes and says as follows:

My name is ROBERT J. POTTER, and I am the President of Fairhope Single Tax Lessees' Association, Inc. I hereby certify that the contents of the foregoing amendment to the Declaration of Incorporation of Fairhope Single Tax Lessees' Association are true and correct.

Robert J. Potter
ROBERT J. POTTER

Subscribed and sworn to before me this 1st day of November, 1979.

Sam W. Lly
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
(My Commission Expires May 26, 1986)

This instrument prepared by:

Taylor, Benton, Irby and Gibson
Attorneys at Law
101 North Section Street
Post Office Box 471
Fairhope, Alabama 36532

**AMENDMENT TO THE DECLARATION OF
INCORPORATION OF
FAIRHOPE SINGLE TAX LESSEES' ASSOCIATION, INC.**

STATE OF ALABAMA
BALDWIN COUNTY

JUN 8 1979 9A

STATE OF ALABAMA :
COUNTY OF BALDWIN :

and that my fee was collected. Recorded in
Book 112 Page 112 of 112
BY 112 Index 112

We, the undersigned, being the President and Secretary of the Fairhope Single Tax Lessees' Association, Inc., an Alabama corporation, do hereby certify:

That at a special meeting of the membership of the Fairhope Single Tax Lessees' Association, Inc., held on the 16th day of April, 1979, at 101 North Section Street, Fairhope, Alabama, the following resolution was unanimously adopted by the membership of said corporation:

BE IT RESOLVED, that the membership of the Fairhope Single Tax Lessees' Association, Inc., authorize the amendment of the Declaration of Incorporation of said corporation by adding the following provisions:

In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1954 or correspondent sections of any prior or future Internal Revenue Code, or to the federal, state or local government for exclusive public purpose.

Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal income tax under section (501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law or (b) a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.

It was further resolved that the President and Secretary of the Fairhope Single Tax Lessees' Association, Inc., shall do all things necessary to effectuate the amendment to the Articles of Incorporation of said corporation; and

We, the undersigned, do further certify that the aforementioned resolution was adopted by the unanimous vote of all of the Board of Directors of said corporation, and that said resolution was presented at said special meeting and was adopted by a majority of those voting, that a quorum of the members were present at said special meeting, and that said resolution received more than two-thirds of the votes entitled to be cast by the members present or represented by proxy.

NOW, THEREFORE, we, the undersigned, President and Secretary of the Fairhope Single Tax Lessees' Association, Inc., do certify as follows:

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FAIRHOPE SINGLE TAX CORPORATION

FINANCIAL STATEMENTS

DECEMBER 31, 1984

PARKER, FICKLING, HARTMANN & HANAK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

FOLEY, ALABAMA — FAIRHOPE, ALABAMA — GULF SHORES, ALABAMA

FAIRHOPE SINGLE TAX CORPORATION

FINANCIAL STATEMENTS

DECEMBER 31, 1984

FAIRHOPE SINGLE TAX CORPORATION

DECEMBER 31, 1984

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PARKER, FICKLING, HARTMANN & HANAK, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

FAIRHOPE, ALABAMA

SAMUEL F. PARKER
LESLIE T. FICKLING
XAVIER A. HARTMANN, III
J. KENNETH HANAK
WAYNE A. GRUENLOH
RUCKER T. TAYLOR, III
ROBERT E. GRANT, JR.

MEMBER, AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

ACCOUNTANTS' OPINION

February 7, 1985, except for Note 2,
as to which the date is May 29, 1985

Members of the Executive Council of the
Fairhope Single Tax Corporation
Fairhope, Alabama

We have examined the balance sheets of the Fairhope Single Tax Corporation as of December 31, 1984 and 1983, and the related statements of operations and fund balances and changes in financial position for the years then ended. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures that we considered necessary in the circumstances.

In our opinion, the accompanying financial statements referred to above present fairly the financial position of the Fairhope Single Tax Corporation as of December 31, 1984 and 1983, the results of its operations and changes in financial position for the years then ended in conformity with generally accepted accounting principles, applied on a consistent basis.

Parker, Fickling, Hartmann & Hanak, P.C.
Certified Public Accountants

FAIRHOPE SINGLE TAX CORPORATION

BALANCE SHEETS

DECEMBER 31, 1984 AND 1983

ASSETS

	1984	1983
CURRENT ASSETS		
Cash:		
On hand	\$ 200	\$ 200
General Fund (Note 2)	466,855	377,358
Land Fund (Note 2)	51,504	48,123
Mineral Fund (Note 2)	298,765	319,275
Total cash	817,324	744,956
Prepaid Federal corporate income taxes	-	1,058
Accounts receivable - unpaid rents and late charges	11,504	8,795
Accrued interest receivable	13,386	19,719
Deferred income taxes	3,380	-
Prepaid insurance	552	514
Total current assets	846,146	775,042
INVESTMENTS (at cost)		
Municipal Bonds (December 31, 1984 face value		
\$200,000, market value \$194,417; December 31, 1983		
face value \$145,000, market value \$131,897)		
(Note 3)	197,848	142,172
Preferred stock (December 31, 1984 market value		
\$31,227; December 31, 1983 market value		
\$28,330) (Note 2 and 3)	32,528	30,078
Total investments	230,376	172,250
PROPERTY AND EQUIPMENT (at cost)		
Land (Note 1)	1	1
Land - assessed and non assessed		
improvements (Note 1)	658,327	652,663
Building	29,220	29,220
Furniture, fixtures and equipment	11,981	11,981
	699,529	693,865
Accumulated depreciation	(37,312)	(34,676)
Property and equipment - net	662,217	659,189
TOTAL ASSETS	<u>\$ 1,738,739</u>	<u>\$ 1,606,481</u>

LIABILITIES AND EQUITY

	1984	1983
CURRENT LIABILITIES		
Accounts payable, trade	\$ 3,944	\$ 3,270
Accrued salaries payable	2,661	2,596
Accrued payroll taxes payable	1,277	1,329
Prepaid rents	1,974	3,549
Accrued corporate income taxes payable:		
Federal	149	-
State of Alabama	3,843	3,461
Deferred income taxes	-	2,211
Accrued ad valorem taxes payable (Note 6)	10,922	810
Total current liabilities	24,770	17,226
NON CURRENT LIABILITIES		
Deferred income taxes	1,713	2,378
TOTAL LIABILITIES	26,483	19,604
EQUITY		
Memberships	10,500	10,500
Fund balances	1,701,756	1,576,377
Total equity	1,712,256	1,586,877
 TOTAL LIABILITIES AND EQUITY	 <u>\$ 1,738,739</u>	 <u>\$ 1,606,481</u>

See notes to the financial statements.

FAIRHOPE SINGLE TAX CORPORATION

STATEMENTS OF OPERATIONS AND FUND BALANCES

FOR THE YEARS ENDED DECEMBER 31, 1984 AND 1983

	1984	1983
REVENUE		
Rents - net	\$ 308,782	\$ 309,356
Late charges	3,079	3,235
Lease fees	11,150	10,900
Assent fees	2,705	2,785
Prior lessees certificates	1,250	1,300
Special meetings and mail interviews	390	450
Miscellaneous income	175	109
Education committee	82	87
Interest earned on:		
U. S. Treasury bill	-	2,105
Municipal bonds	11,424	8,439
Bank deposits:		
General Fund (Note 2)	57,765	55,624
Land Fund (Note 2)	4,716	3,300
Mineral Fund	21,228	14,269
Seismic permit	425	-
Oil and gas lease	12,000	9,000
Dividends	3,966	2,717
Total revenue	439,137	423,676
OPERATING EXPENSES		
Depreciation	2,636	2,716
Travel and convention	3,325	1,817
Lessees auto taxes	9,667	10,050
Ad valorem taxes	190,498	194,071
Officers' fees and expenses	6,400	6,320
Salaries	32,971	35,076
Payroll taxes	2,587	3,630
Education committee expense	-	179
Legal fees	24,607	6,672
Contributions	1,170	935
Miscellaneous	112	299
Utilities	2,063	1,968
Settlement of civil suit (Note 9)	-	14,179
Telephone	2,231	1,936
Insurance	778	863
Office supplies and expense	4,291	4,063
Appraisals	3,550	2,770
Property maintenance expenses	287	225
Accounting and audit fees	5,365	5,135
Public relations	2,262	2,986
Repairs and maintenance	622	533
Total operating expenses (carried forward)	295,422	296,423

	1984	1983
Total operating expenses (brought forward)	<u>\$ 295,422</u>	<u>\$ 296,423</u>
EXCESS OF REVENUE OVER EXPENSES BEFORE PROVISION FOR INCOME TAXES	<u>143,715</u>	<u>127,253</u>
PROVISION FOR CORPORATE INCOME TAXES		
Current	24,592	24,003
Deferred	<u>(6,256)</u>	<u>(6,793)</u>
Total provision for income taxes	<u>18,336</u>	<u>17,210</u>
EXCESS OF REVENUE OVER EXPENSES	125,379	110,043
FUND BALANCES, BEGINNING OF YEAR	<u>1,576,377</u>	<u>1,466,334</u>
FUND BALANCES, END OF YEAR	<u>\$ 1,701,756</u>	<u>\$ 1,576,377</u>

See notes to the financial statements.

FAIRHOPE SINGLE TAX CORPORATION

STATEMENTS OF CHANGES IN FINANCIAL POSITION

FOR THE YEARS ENDED DECEMBER 31, 1984 AND 1983

	1984	1983
FUNDS WERE PROVIDED BY		
From operations		
Excess of revenue over expenses	\$ 125,379	\$ 110,043
Add: Depreciation, a non cash expense	2,636	2,716
Less amortization of bond discounts - a non cash income item	(1,049)	(1,235)
Total provided by operations	126,966	111,524
Proceeds from maturity of municipal bonds	35,000	5,000
Increase in non current deferred income taxes	-	283
Total funds provided	161,966	116,807
FUNDS WERE APPLIED TO		
Expenditures for land improvements and equipment	5,664	122,875
Purchase of investments	92,077	16,140
Decrease in non current deferred income taxes	665	-
Total funds applied	98,406	139,015
INCREASE (DECREASE) IN WORKING CAPITAL	\$ 63,560	\$ (22,208)
CHANGES IN COMPONENTS OF WORKING CAPITAL - INCREASE (DECREASE)		
Current assets		
Cash	\$ 72,368	\$ 13,253
U. S. Treasury bill	-	(29,215)
Accounts receivable	2,709	(29,222)
Accrued interest receivable	(6,333)	(443)
Prepaid insurance	38	(48)
Prepaid income taxes	(1,058)	1,058
Deferred income taxes	3,380	-
	71,104	(44,617)
Current liabilities		
Accrued ad valorem taxes payable	10,112	(1,932)
Accounts payable, trade	674	(3,264)
Accrued salaries and payroll taxes payable	13	(604)
Prepaid rents	(1,575)	653
Corporate income taxes payable	531	(10,186)
Deferred income taxes	(2,211)	(7,076)
	7,544	(22,409)
INCREASE (DECREASE) IN WORKING CAPITAL	\$ 63,560	\$ (22,208)

See notes to the financial statements.

FAIRHOPE SINGLE TAX CORPORATION
NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 1984 AND 1983

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting method - The Corporation uses the accrual method of accounting. Under the accrual method of accounting, income is recognized when earned, rather than when collected and expenses are recognized when incurred, rather than when paid.

Investments - The noncurrent portfolio of municipal bonds and stocks are carried at cost. Premiums and discounts are being written off on the straight line method from the date of acquisition to the maturity date of the bonds. Other investments reflected in current assets are carried at cost. Interest income on all investments is recognized on the accrual method of accounting.

Land - The Corporation owns approximately 4,000 acres of land, more or less, most of which was acquired at its inception or in its early years by purchase or gift.

The Corporation maintained single entry accounting records until January 1, 1979, at which time double entry accounting records were installed. Records pertaining to historical cost of land are not readily available. Management does not consider it feasible or practical to attempt to re-establish the original historical cost of land owned by the Corporation. Therefore, land is reported at a \$1.00 nominal cost, plus the cost of assessed and non-assessed improvements.

Land - Assessed and non-assessed improvements - The Corporation historically has been responsive to the public and private needs of the people of Fairhope during its entire existence. The Corporation has deeded land to the City of Fairhope when needed for public purposes such as parks, municipal well and sewage plant sites. The Corporation has also paid assessments to the City for public improvements such as new street paving, new sewer lines and water lines, curbing and drainage projects. The Corporation has also voluntarily made many public improvements such as sidewalk construction, public parking, sewer lines, drainage projects and other improvements. After completion, the ownership of these public improvements and the responsibility for their maintenance rests with the City of Fairhope and not with the Corporation.

The Corporation has not maintained a record of the total historical cost invested in public improvements. Such a record has been maintained since 1966 and the improvements reflected on these financial statements reflect the cost of assessed and non-assessed improvements made since that date. Management does not consider it feasible or practical to attempt to re-establish the historical cost of public improvements paid by the Corporation. Therefore, the cost of assessed and non-assessed land improvements reflected on the balance sheet at December 31, 1984 at \$658,327 and December 31, 1983 at \$652,663 are the accumulated historical cost of these improvements made in 1966 and subsequently.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property maintenance expenses - Expenditures for repair and maintenance are generally charged to income as incurred.

Depreciation - Depreciation is provided over the estimated useful life of Corporate owned building and furniture, fixtures and equipment. Depreciation is calculated on the straight line method for both financial statement and income tax purposes.

Deferred income taxes - The Corporation provides for deferred income tax on all significant timing differences which represent the tax effect of transactions reported for tax purposes in periods different than for financial statement purposes. Investment tax credits are accounted for on the flow-through method as a reduction of the provisions for income taxes in the year in which the related property is placed in service.

NOTE 2 DETAILS OF GENERAL FUND CASH, LAND FUND CASH AND MINERAL FUND CASH

Cash in the General Fund, Land Fund and Mineral Fund was comprised of the following balances at December 31:

	<u>1984</u>	<u>1983</u>
GENERAL FUND:		
Checking and money market accounts	\$ 187,923	\$ 51,570
Certificates of deposit	125,000	220,000
Due (to) from Land Fund	217,711	181,007
Due (to) from Mineral Fund	<u>(63,779)</u>	<u>(75,219)</u>
TOTALS - GENERAL FUND	<u>\$ 466,855</u>	<u>\$ 377,358</u>
LAND FUND:		
Checking and money market accounts	\$ 103,212	\$ 35,068
Certificates of deposit	171,941	200,000
Due (to) from General Fund	(217,711)	(181,007)
Due (to) from Mineral Fund	<u>(5,938)</u>	<u>(5,938)</u>
TOTALS - LAND FUND	<u>\$ 51,504</u>	<u>\$ 48,123</u>
MINERAL FUND:		
Checking and money market accounts	\$ 144,048	\$ 3,118
Certificates of deposit	85,000	235,000
Due (to) from Land Fund	5,938	5,938
Due (to) from General Fund	<u>63,779</u>	<u>75,219</u>
TOTALS - MINERAL FUND	<u>\$ 298,765</u>	<u>\$ 319,275</u>

(Continued)

NOTE 2 DETAILS OF GENERAL FUND CASH, LAND FUND CASH AND MINERAL FUND CASH (continued)

The Executive Council, on October 21, 1971, authorized the transfer to the Land Fund all interest and other income derived from invested funds of the Fairhope Single Tax Corporation. On September 1, 1983, this policy was modified such that all Mineral Fund interest which was transferred to the Land Fund since October 21, 1971, be returned to the Mineral Fund and all future interest and other income derived from invested funds of the Mineral Fund remain therein.

On May 2, 1985, the Executive Council cancelled this resolution entirely. The approved motion stated that all General Fund interest which was transferred to the Land Fund since October 21, 1971 be returned to the General Fund and all future interest and other income derived from invested funds of the General Fund remain therein, effective December 31, 1984. The cash balances and ownership of investments as of December 31, 1984 have been adjusted to reflect the General and Land Fund balances, from this approved motion made May 2, 1985.

The financial statements at December 31, 1983 have been restated for comparative purposes, to reflect the General and Land Fund cash and investments balances and interest income from the approved motion of May 2, 1985.

NOTE 3 OWNERSHIP OF INVESTMENTS

Ownership of investments (at cost) was as follows at December 31:

	1984		1983	
	Municipal Bonds	Preferred Stocks	Municipal Bonds	Preferred Stocks
General Fund	\$ 29,619	\$ 20,283	\$ 29,571	\$ 17,833
Land Fund	-	-	-	-
Mineral Fund	168,229	12,245	112,601	12,245
TOTALS	<u>\$ 197,848</u>	<u>\$ 32,528</u>	<u>\$ 142,172</u>	<u>\$ 30,078</u>

NOTE 4 INCOME TAXES

There are significant differences between the Corporation's income for accounting purposes and income tax purposes. The major differences are 1) income and expenses for financial statement purposes are reported on the accrual method of accounting, but for income tax purposes income and expenses are reported on the cash basis of accounting and 2) land improvements are not depreciated for financial statement purposes, but, for income tax purposes, land improvements are depreciated on a straight line method for a period of ten years.

On October 6, 1983, the Executive Council approved that each Fund will pay its share of income tax due effective for the year ended December 31, 1983.

NOTE 5 AD VALOREM TAXES PAYABLE

Ad valorem taxes payable at December 31, 1984 and 1983 represent the balance due on ad valorem taxes for which proper statements had not been received from the Baldwin County Tax Collector at year end. These balances were paid in the subsequent year upon presentation of proper statements.

NOTE 6 INDEBTEDNESS

The constitution of the Corporation prohibits the incurring of indebtedness. Article XVII states...."No bonds or mortgages, or interest bearing indebtedness of any kind shall ever be given or assumed by the Corporation."

NOTE 7 LEASES

The Corporation's primary source of revenue is rents derived from the rental of its land. These rents are accounted for as an operating lease.

The term of each lease is 99 years with annual rental charge being payable one-half on January 1st and one-half on July 1st of each year. The lessee owns all improvements to the land, which is everything that is not the land itself. This includes all buildings, fences, silos, trees, shrubbery, landscaping, drainage pipe or other improvements. The Corporation pays all ad valorem taxes on its land and the leasehold improvements of lands (subject to the limitation that ad valorem taxes paid on leasehold improvements are limited to the rental received). The lease cannot be assigned or any portion of the leasehold sublet without the written consent of the Corporation. The lease may be terminated by the lessee after six months written notice to the Corporation subject to all rent due to the end of such six months being paid in full.

NOTE 8 LAND IMPROVEMENTS - FAIRLAND SUBDIVISION

In December 1982 the Fairhope Single Tax Corporation made a payment to the City of Fairhope, Alabama in the amount of \$50,000 for part of its share of the 1982 Street Improvement Assessment Project. In December 1983 the balance of \$79,943 was paid to the City. Also, \$9,063 was incurred in additional engineering fees which brought the total improvements cost to \$139,006 for the Fairland Subdivision.

NOTE 9 SETTLEMENT OF LAW SUIT

The Corporation was a defendant in a law suit brought by Crittenden Enterprises, Inc. and Dale A. Crittenden against the Fairhope Single Tax Corporation. The suit claimed compensatory damages in the amount of \$42,400.30 for improvements to the Corporation's land plus interest. On June 15, 1983, the jury awarded the plaintiff the claimed compensatory damages plus interest. The total settlement plus court costs was \$56,579. The Corporation capitalized the \$42,400 as land improvements and charged \$14,179 to current year operations.

NOTE 10 PENDING LITIGATION

The Fairhope Single Tax Corporation is involved in the following lawsuits which are now pending in the Circuit Court of Baldwin County, Alabama.

The first action now pending was instituted by Rudolph J. Rezner, Sr. as a class action on behalf of all lessees of the Corporation to enjoin a proposed dissolution of the Corporation. That aspect of the action has, in the opinion of the Corporation's legal counsel, been rendered moot by the filing of an offer of judgment by the Fairhope Single Tax Corporation to enjoin such dissolution in the manner complained of by the plaintiff. The complaint by the plaintiff has been amended to allege mismanagement of funds and to ask for an accounting with respect to funds received on the execution and delivery of an oil, gas and mineral lease some six years ago. The action does ask that those funds be distributed to lessees. The action also, asks for the payment of damages by the individual defendants who served as officers and trustees of the corporation.

The second suit was also instituted as a class action by Mark Williams, Sybil Tobias and Wayne Hoffren. During 1983, Wayne Hoffren withdrew from this suit. The plaintiffs allege in their complaint that the Corporation has breached its fiduciary duty by expending funds in such a manner as to unequally benefit members and officers, to discriminate against non-members in setting rents, has limited or denied the right of non-members to assign their lease or sell their improvements, has preferred members over non-members in granting of leases, and has wrongfully amended its leases. The relief sought in this action is: "An accounting of the income and expenditures and assets of the Corporation"; 2) A decree allowing non-member lessees "to participate in those decisions that affect their interest"; and 3) A declaration that the present restraints on the assignment of leases and sale of improvements are illegal and void.

On September 9, 1980, an order was entered by the Circuit Court of Baldwin County, Alabama consolidating the cases of Rezner, et al v. Fairhope Single Tax Corporation, and Williams and Tobias et al v. Fairhope Single Tax Corporation.

There is now pending a third action in the nature of a fraud claim in the amount of \$100,000.00 by Helen Stahl, a lessee, based upon the failure of the corporation to reveal to her the true boundary of her leasehold.