

HELMSING, LEACH, HERLONG, NEWMAN & ROUSE

A PROFESSIONAL CORPORATION

LAWYERS

SUITE 2000 LACLEDE BUILDING
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August 20, 2012

Janet Ripp
Coastal Wildlife Rescue Center of
South Alabama, Inc.
12078 Fernwood Drive West
Foley, AL 36535

RE: Land Use Agreement – City of Foley

Dear Ms. Ripp:

As you are well aware, Coastal Wildlife Rescue Center of South Alabama, Inc. continues to be in default of its obligations under the 2010 Land Use Agreement with the City of Foley. Written notice was provided to you in October of 2011 of these defaults. When you came before the City Council in February of 2012 you acknowledged several areas of continuing defaults, but requested more time to cure them. You are still in default for not continuously operating a non-profit wildlife rescue and rehabilitation facility on the property and for not paying outstanding utility bills related to the property.

The purpose of this notice letter is to advise Coastal Wildlife Rescue Center of South Alabama, Inc. that its rights to use the subject property have terminated, and Coastal Wildlife Rescue Center of South Alabama, Inc. will not be given any more time to try to cure its defaults.

Please vacate the subject property immediately, and please contact my office to let me know when you have done so. Further, I call your attention to Section 12 of the Land Use Agreement which reads as follows:

12. Surrender. Upon the expiration or termination of this Agreement in any manner, the Site shall be restored by Coastal to a condition similar to what existed at the commencement of this Agreement, free of any Hazardous Materials, ordinary wear and tear, casualty and condemnation excepted. Any personal property of Coastal that remains on the Site

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following the termination of this Agreement will, at the option of Foley, (i) be deemed abandoned; or (ii) become the property of Foley. Foley may, nonetheless, require Coastal to remove such fixtures, equipment and personal property as designated by Foley (the "Required Removables") at Coastal's sole cost. If Coastal fails to remove the Required Removables, Coastal shall pay Foley on demand all costs incurred in removing, storing and/or disposing of the Required Removables and for any damage to the Site. Coastal's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

In regards to this section, please remove what you wish to remove, otherwise they will be deemed abandoned by you and either become the property of Foley or be disposed of.

The City will inspect the property shortly, and I will advise you if the City has any damage or other claims arising out of the condition of the property. All rights are hereby reserved.

Very truly yours,



CASEY PIPES

JCP/mcg

cc: Leslie Lassiter
Mayor Koniar
Mike Thompson