

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (the “Agreement”) is made this ____ day of _____, 2021, by and between City of Foley, an Alabama municipal corporation (“City”), and Baldwin County, a political subdivision of the State of Alabama (“County”, and together with City, each an “Owner” and collectively, the “Owners”).

WITNESSETH

WHEREAS, City is the owner of that certain tract of land described on Exhibit “A” attached hereto and made a part hereof by this reference (the “City Tract”); and

WHEREAS, County is the owner of that certain tract of land described on Exhibit “B” attached hereto and made a part hereof by this reference (the “County Tract”); and

WHEREAS, the City Tract and the County Tract are adjacent to each other and are located as shown on Exhibit “C” attached hereto and made a part hereof by this reference; and

WHEREAS, each Owner mutually desires to impose certain easements upon their respective City Tract and County Tract for the mutual and reciprocal benefit of the other Owner as more particularly set forth below; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Owners hereby grant, covenant and agree as follows:

1. Access and Parking Easements. Subject to any express conditions, limitations or reservations contained herein, the following non-exclusive access and parking easements are hereby created:

(a) An easement for the benefit of and as an appurtenance to the County Tract for access, ingress and egress over, upon, through and across the City Tract, together with the right to park vehicles on the City Tract within existing parking spaces or as otherwise directed by the owner of the City Tract.

(b) An easement for the benefit of and as an appurtenance to the City Tract for access, ingress and egress over, upon, through and across the County Tract, together with the right to park vehicles on the County Tract within existing parking spaces or as otherwise directed by the owner of the County Tract.

2. No Obstruction. Neither Owner shall construct or maintain any gates, fences, walls, curbs other obstructions which impair or prevent the full and intended reasonable use of the easements granted in this Agreement.

3. Effective Date. This Agreement shall become effective upon the date first written above.

4. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

5. Governing Law. The laws of the State of Alabama shall govern the interpretation, validity, performance, and enforcement of this Agreement.

6. Covenant Running with the Land. The rights, agreements, duties, obligations and easements set forth in this Agreement shall be deemed to be covenants running with the land, which rights, agreements, duties, obligations and easements shall remain in full force and effect and be binding upon the owner of each tract and its successors-in-title. The fee owner of each tract may grant the benefit of any easement contained herein to the tenants and other occupants of the tracts for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof, but such grant is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the tracts.

[Signatures Commence on the Following Page]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

CITY OF FOLEY

By: Ralph Helmich

Its: Mayor

ATTEST:

By: Kathryn Taylor

Its: City Clerk

STATE OF ALABAMA:
COUNTY OF BALDWIN:

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RALPH HELMICH and KATHRYN TAYLOR, whose names are 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of _____, 2021.

NOTARY PUBLIC
My Commission expires:
(Notary Seal)

BALDWIN COUNTY

By: _____
Name: _____
Title: _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in said State, hereby certify that _____ whose name as _____ of Baldwin County, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal on this the ____ day of _____, 2021.

Notary Public
My Commission expires: _____
(NOTARY SEAL)

This instrument prepared by:

Casey Pipes
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