

This Instrument prepared by,
and after recording return to:
R. Link Loegler
5811 Jack Springs Road
Atmore, Alabama 36502

DRAINAGE FACILITIES AND EASEMENT AGREEMENT

THIS DRAINAGE FACILITIES AND EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2016, by and among **THE CITY OF FOLEY, ALABAMA**, an Alabama municipal corporation (the "City"), **THE PUBLIC ATHLETIC AND SPORTS FACILITIES COOPERATIVE DISTRICT OF THE CITY OF FOLEY, ALABAMA**, an Alabama public corporation (the "Sports District"), and **BC FOLEY, LLC**, an Alabama limited liability company ("BC Foley").

R E C I T A L S:

WHEREAS, BC Foley is the owner of an approximately 374.25 acre parcel of real property located in Baldwin County, Alabama, which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "BC Master Parcel"); and

WHEREAS, the City is the owner of an approximately 17 acre parcel of real property located in Baldwin County, Alabama, which is a dedicated public right-of-way known as Pride Drive and which is more particularly described on **Exhibit "B"**, attached hereto and incorporated herein by reference (the "Pride Drive Parcel"); and

WHEREAS, the Sports District is the owner of an approximately 39.64 acre parcel of real property located in Baldwin County, Alabama, which is more particularly described on **Exhibit "C"**, attached hereto and incorporated herein by reference (the "Sports East Parcel"); and

WHEREAS, the Sports District is the owner of an approximately 28.02 acre parcel of real property located in Baldwin County, Alabama, which is also more particularly described on **Exhibit "D"**, attached hereto and incorporated herein by reference (the "Sports West Parcel"); and

WHEREAS, a portion of the Sports East Parcel will be improved with a paved parking lot in the location as generally depicted on **Exhibit "E"**, attached hereto and incorporated herein by reference (the "Parking Lot"); and

WHEREAS, the balance of the Sports East Parcel (which is not improved as a paved parking lot) as well as substantially all the Sports West Parcel will be improved with various ball fields, bleachers, stands, related improvements, and green space (the "Greenfield"); and

WHEREAS, on the BC Master Parcel is a portion of land intended to be used for the detention of storm water approximately 1.75 acres in size located on the East side of Pride Drive in the location and general shape as depicted on **Exhibit “F”**, attached hereto and incorporated herein by reference (the “East Pride Detention Area”); and

WHEREAS, on the BC Master Parcel there is a wetland in the location and general shape as depicted on **Exhibit “G”**(the “Wetland”); and

WHEREAS, a portion of the BC Master Parcel is located on the west side of Pride Drive as shown on **Exhibit “H”**, attached hereto and incorporated herein by reference (the “BC Foley West Parcel”); and

WHEREAS, the City desires to drain and discharge its storm water from the Pride Drive Parcel into the Wetland; and

WHEREAS, the Sports District desires to drain and discharge its storm water from the Parking Lot into the East Pride Detention Area; and

WHEREAS, the Sports District also desires to drain and discharge its storm water from the Greenfield into the Wetland; and

WHEREAS, BC Foley desires to drain and discharge its storm water from the BC Foley West Parcel into the drainage pipes (and other reasonable portions of the drainage facilities) of the Sports District which feed into the East Pride Detention Area; and

WHEREAS, the parties wish to document their full understanding and agreement concerning storm water easements, rights, and benefits in this single Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for sum of Ten Dollars (\$10.00) in hand paid by each of the parties to each of the other parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by this reference.

2. **ADDITIONAL DEFINITIONS.**

“City Parties” mean, collectively, the City and the Sports District, and their respective successors and assigns, as relevant.

“Parties” mean, collectively, the City, the Sports District, and BC Foley, and their respective successors and assigns, as relevant.

“Laws” means applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, and standards.

3. **RESERVATION OF RIGHTS.**

(a) Non-Exclusive. BC Foley hereby expressly reserves unto itself, its successors, assigns, grantees and invitees, the right, in its sole discretion, to use the BC Master Parcel, including but not limited to the East Pride Detention Area, for any purpose not inconsistent with the rights herein. In addition and not by limitation, BC Foley and its successors and assigns reserve the right, from time to time, to grant additional easements and licenses to third parties for access and utilities or any other purposes as it may deem necessary, over, upon, across and under any of the East Pride Detention Area, provided that such easements or licenses do not unreasonably interfere with any easement granted by this Agreement.

(b) Replat of Lots. BC Foley may, at its sole discretion, cause certain or any of the lots/parcels owned by BC Foley, including the BC Master Parcel, which are subject to this Agreement to be subdivided/re-platted/re-mapped in accordance with the applicable requirements of the City and Baldwin County, Alabama, by recorded plat or map (collectively, “Replat”). Notwithstanding any language to the contrary in this Agreement, BC Foley may unilaterally amend this Agreement one or more times (with regard to lots owned by BC Foley and affected by the Replat), without obtaining the consent of any other party hereto, if such amendment merely replaces, amends, clarifies or more specifically identifies the location, identification or size of any easement areas. Notwithstanding the foregoing, the Parties acknowledge and agree that the City’s agreement to these terms is not usurping or limiting the role of the City or the City of Foley Planning Commission concerning the subdivision of lands, and BC Foley will still be required to follow, and will still be subject to, the same Laws concerning any attempted Replat as would any private landowner.

(c) Location of East Pride Detention Area. BC Foley may unilaterally, and without obtaining the consent of any other party, (i) have the East Pride Detention Area surveyed by an Alabama-licensed land surveyor; (ii) Replat the East Pride Detention Area into one or more new lots or parcels using the “new” legal description provided by said Alabama-licensed land surveyor; (iii) amend this Agreement one or more times (with regard the relevant Replatted East Pride Detention Area), if such amendment merely replaces, amends, clarifies or more specifically identifies the legal description of the East Pride Detention Area; and (iv) upon the filing of such amendment by BC Foley, the new relevant Replatted East Pride Detention Area legal description shall be set forth on a new Exhibit which will be attached to and incorporated in said amendment and which shall replace the relevant description or depiction set forth on **Exhibit “F”**. Notwithstanding the foregoing, the Parties acknowledge and agree that the City’s agreement to these terms is not usurping or limiting the role of the City or the City of Foley Planning Commission concerning the subdivision of lands, and BC Foley will still be required to follow, and will still be subject to, the same Laws concerning any attempted Replat as would any private landowner.

4. **EAST PRIDE DETENTION AREA DRAINAGE EASEMENT.**

(a) Easement Grant to Sports District. Pursuant to the terms and conditions of this Agreement, BC Foley hereby creates, grants, bargains, sells, and conveys to the Sports District and its successors and assigns, a non-exclusive, permanent easement under, across, through and upon the East Pride Detention Area for the sole purpose of conveying, transmitting, discharging, and depositing surface and storm water runoff collected from the Parking Lot portion of the

Sports East Parcel as depicted and identified on **Exhibit “E”**, to have and to hold unto the Sports District and its successors and assigns, forever.

(b) **Construction and Maintenance.** BC Foley shall be responsible for the design, construction, and maintenance of all drainage facilities, excavations, and improvements within the East Pride Detention Area. The design of the East Pride Detention Facility as well as the pipes and facilities used to transfer storm water from the Parking Lot into the East Pride Detention Facility is attached hereto as **Exhibit “I”** (the “Plans”). The Plans have been approved by the Parties. From and after substantial completion of the drainage facilities within the East Pride Detention Area, BC Foley shall maintain such drainage facility improvements in good condition and repair. The Sports District shall be responsible for the design and construction of the pipes and facilities used to transfer storm water from the Parking Lot into the East Pride Detention Facility. From and after substantial completion of the pipes and facilities used to transfer storm water from the Parking Lot into the East Pride Detention Facility, the Sports District shall maintain such pipes and drainage facility improvements in good condition and repair. After initial construction, material alterations or replacements to the East Pride Detention Facility, or the pipes and facilities used to transfer storm water from the Parking Lot into the East Pride Detention Facility, are subject to the prior written approval of BC Foley and the Sports District; provided that, such written approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, any work to be performed in the Pride Drive right of way is further subject to the review and approval of the City or the governmental entity responsible for maintenance of said right of way.

4. **WETLAND DRAINAGE EASEMENT.**

(a) **Easement Grant to City.** Pursuant to the terms and conditions of this Agreement, BC Foley hereby creates, grants, bargains, sells, and conveys to the City and its successors and assigns, a non-exclusive, permanent easement under, across, through and upon the Wetland, for the sole purpose of conveying, transmitting, discharging, depositing and draining surface and storm water runoff collected from the Pride Drive Parcel, as depicted and identified on **Exhibit “J”**, to have and to hold unto the City and its successors and assigns, forever. The Plans (in addition to showing the pipes and facilities used to transfer storm water from the Parking Lot into the East Pride Detention Facility) depict the pipes and facilities used to transfer storm water from the Pride Drive Parcel to the Wetland.

(b) **Easement Grant to Sports District.** Pursuant to the terms and conditions of this Agreement, BC Foley hereby creates, grants, bargains, sells, and conveys to the Sports District and its successors and assigns, a non-exclusive, permanent easement under, across, through and upon the Wetland, for the sole purpose of conveying, transmitting, discharging, depositing and draining surface and storm water runoff collected from the Greenfield as depicted and identified on **Exhibit “J”**, to have and to hold unto the Sports District and its successors and assigns, forever. The Plans (in addition to showing the pipes and facilities used to transfer storm water from the Parking Lot into the East Pride Detention Facility) depict the pipes and facilities used to transfer storm water from the Greenfield to the Wetland.

(c) **Construction and Maintenance.** The City shall be responsible for the design, construction and maintenance of the inlets, filters, and pipes used to collect, transfer and discharge

storm water from the Pride Drive Parcel into the Wetland. The Sports District shall be responsible for the design, construction and maintenance of the culverts and pipes used to transfer storm water from the Greenfield under Pride Drive into the Wetland. From and after substantial completion of the pipes and facilities used to transfer storm water from the Pride Drive Parcel into the Wetland, the City shall maintain such drainage facility improvements in good condition and repair. From and after substantial completion of the pipes and facilities used to transfer storm water from the Greenfield into the Wetland, the Sports District shall maintain such drainage facility improvements in good condition and repair. After initial construction, material alterations or replacements to the pipes and facilities used to transfer storm water from the Pride Drive Parcel, or from the Greenfield, into the Wetland are subject to the prior written approval of BC Foley; provided that, such written approval shall not be unreasonably withheld or delayed.

5. **STORMWATER DRAINAGE PIPE AND INLET EASEMENT.** Pursuant to the terms and conditions of this Agreement, the Sports District hereby creates, grants, bargains, sells, and conveys to BC Foley and its successors and assigns, a non-exclusive, permanent easement to connect and drain into the underground drainage pipes and other reasonable portions of the drainage facilities designed to collect and transfer storm water from the Parking Lot to the East Pride Detention Facility (the “Sports District Pipes”) for the sole purpose of conveying, transmitting, and discharging surface and storm water runoff collected from the BC Foley West Parcel into the East Pride Detention Facility, to have and to hold unto BC Foley and its successors and assigns, forever. The Plans depict the pipes and facilities used to transfer storm water from the BC Foley West Parcel to the Sports District Pipes. BC Foley shall be responsible for the design, construction and maintenance of the inlets and pipes used to transfer storm water from the BC Foley West Parcel into the Sports District Pipes. From and after substantial completion of the pipes and facilities used to collect and transfer storm water from the BC Foley West Parcel into the Sports District Pipes, BC Foley shall maintain its drainage facility improvements in good condition and repair. After initial construction, material alterations or replacements to the pipes and facilities used to transfer storm water from the BC Foley West Parcel into the Sports District Pipes are subject to the prior written approval of the Sports District; provided that, such written approval shall not be unreasonably withheld or delayed.

6. **POLLUTION CONTROL.** The City Parties hereby covenant to BC Foley that they shall reasonably cooperate with BC Foley on with regard to pollution controls.

7. **CONVEYANCE OF DRAINAGE IMPROVEMENTS TO ASSOCIATION** The Parties acknowledge that BC Foley may in the future desire to convey all or a portion of the East Pride Detention Area or Wetlands to an owners’ association or other entity, and each of the City Parties hereby agrees that BC Foley may do so without the approval or consent of any City Party so long as such conveyance contains as express assumption by the association or entity of BC Foley’s obligations under this Agreement with regard to the East Pride Detention Area or Wetlands, as applicable. Notwithstanding the foregoing, the Parties intend for the easement conveyed herein to run with the lands and to bind and benefit their respective successors in title to the burdened and benefitted lands.

8. **TERM OF EASEMENT.** Except as expressly provided otherwise in this Agreement, the easements herein created and conveyed are perpetual in duration, and will not be changed,

altered or amended except by a written instrument executed by BC Foley and the City Parties, or their respective assigns or successors-in-interest.

9. **COMPLIANCE WITH LAWS.**

(a) **Compliance.** Without limiting the other requirements herein, each party shall comply with and take commercial reasonable steps to cause the quality of all surface and storm water discharge from its property to meet or exceed standards imposed by Laws, as those standards are modified and amended from time to time.

(b) **Notification.** Every party shall promptly notify the other parties of any perceived or actual condition which may result in noncompliance with any Law or permits. If a condition arises which will or has led to noncompliance with any Law or an issued permit, said notification shall also include the planned course of action to remedy the situation.

(c) **Testing and Monitoring.** From time to time, to the extent either BC Foley or a City Party is required to monitor and submit water quality test results to any applicable governmental agency (for any water quality parameters), each party shall, at its expense, conduct such tests as they relate to their respective discharge and submit the result to the governmental agency requiring the same.

(d) **Monitoring Reports.** If BC Foley or a City Party provides any governmental agency with data or reports regarding the quality of storm water being discharged from its parcel, a copy of such report or data will be provided to the other parties.

10. **BREACH; INDEMNITY.** Each non-breaching party would be irreparably harmed and would have no adequate remedy at law for a breach or violation of this Agreement. Therefore, each non-breaching party shall be entitled to the entry of a temporary restraining order or a preliminary injunction, in addition to specific performance and any other remedy available at law or in equity, to enforce this Agreement. In addition to all other remedies available at law or in equity, upon the failure of a breaching party to cure a breach of this Agreement within forty-five (45) days following written notice thereof by another party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 45 day period, the breaching party commences such cure within such 45 day period and thereafter diligently prosecutes such cure to completion), every non-breaching party shall have the right to perform such obligation contained in this Agreement on behalf of such breaching party and be reimbursed by such breaching party upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Wells Fargo Bank (or its successors or assigns), plus one percent (1%) (not to exceed the maximum rate of interest allowed by applicable Law). Each party agrees to indemnify and hold the other parties harmless from and against any and all direct losses, causes, damages, expenses, injuries, claims and liabilities (including reasonable attorney's fees and costs at any pre-trial, trial or any appellate proceedings) which the other party(ies) may suffer or incur as the result of, arising out of, or attributable to, the party's breach of this Agreement; provided that, no party shall be entitled to (or be awarded) punitive damages, indirect damages, or lost profits. To the fullest extent allowed by Law, each party hereto waives sovereign immunity.

11. **NO LIENS.** A party performing construction or maintenance work on any other party's property pursuant to their rights as described herein will not permit any lien to be filed against the other party's parcel as a result of such work.

12. **NOTICES.** All notices and other communications given pursuant to this Agreement must be in writing and shall be sent by registered mail, return receipt registered, or by a national overnight receipted delivery services (e.g. *FedEx*). Such notices will be deemed given on the earlier of the following: (a) the date of actual receipt; or (b) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; (c) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery services; or (d) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same). All notices must be addressed to the parties hereto as provided below:

BC Foley:

City

Sports District

13. **BINDING EFFECT.** This Agreement and the rights and obligations of the parties hereto are intended and will be construed as covenants running with the land and not personal to any party. Nothing contained herein will be used or construed as a grant of rights to any third party, including without limitation any public or governmental authority or agency.

14. **GOVERNING LAW.** This Agreement will be governed by, construed under, interpreted and enforced in accordance with the Laws of the State of Alabama, including all rules relating to construction, enforcement and conflicts of Laws.

15. **CONSTRUCTION OF AGREEMENT.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight will be placed upon which party hereto or its counsel drafted the

provisions being interpreted. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof, will not affect the remaining portions hereof and this Agreement will be construed as if such covenant, agreement, condition, or provision had not been included herein.

16. CAPTIONS, NUMBER AND GENDER. The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. The singular and plural will each include the other where appropriate. Words of any gender will include other genders when the context so permits.

17. NO IMPLIED WAIVER. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise will operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

18. NO WARRANTY; ENTIRE AGREEMENT. No representations, statements, warranties or agreements in connection with this Agreement have been made except as stated herein. This Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties, and there are not further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement will not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

19. COUNTERPARTS. This Agreement, and any modifications, may be executed in any number of counterparts each of which when executed and delivered will be an original, but all counterparts will together constitute one and the same instrument.

20. TIME IS OF THE ESSENCE. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

21. ATTORNEY'S FEES. In connection with any litigation or proceeding maintained in connection with this Agreement the prevailing party will collect from the non-prevailing party all costs associated therewith and reasonable attorney's fees and costs at all trial and appellate levels whether or not suit is filed.

22. WAIVER OF TRIAL BY JURY. The parties hereby knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or in any course of contact, course of dealing, statement (whether verbal or written), or action of any party. This provision is a material inducement for each party to enter into this Agreement.

[Remainder of this Page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

<u>CITY:</u> THE CITY OF FOLEY, ALABAMA, an Alabama municipal corporation By: _____ Name: _____ Its: _____		<u>BC FOLEY:</u> BC FOLEY, LLC, an Alabama limited liability company By: _____ Name: _____ Its: _____
<u>SPORTS DISTRICT:</u> THE PUBLIC ATHLETIC AND SPORTS FACILITIES COOPERATIVE DISTRICT OF THE CITY OF FOLEY, ALABAMA, an Alabama public corporation By: _____ Name: _____ Its: _____		

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____ whose name as Mayor of THE CITY OF FOLEY, ALABAMA, a municipal corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____ whose name as _____ of THE PUBLIC ATHLETIC AND SPORTS FACILITIES COOPERATIVE DISTRICT OF THE CITY OF FOLEY, ALABAMA, an Alabama public corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____ whose name as _____ of BC FOLEY, LLC, an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

BC Master Parcel

Lot 4, Blue Collar Country, Phase One, as recorded on Slide 2501-E, in the Office of the Judge of Probate, Baldwin County, Alabama.

EXHIBIT "B"

Pride Drive Parcel

Beginning at the Northwest corner of Blue Collar Country Exempt Subdivision Slide 2501-F in the Probate Court of Baldwin County, Alabama, thence S 89°57'34" E along the present R/W line of Beck Road a distance of 1280.01 feet to a point on grantor's property line;

Thence S 00°02'54" W along the grantor's property line a distance of 19.88 feet to a point on the grantor's property line;

Thence S 89 °57'14" E along the grantor's property line a distance of 727.25 feet to a point on the acquired R/W line of Pride Drive Street (said point is offset 93.03' left of and perpendicular to Pride Drive centerline at station 57+08.52);

Thence S 59°01'52" E along the acquired R/W line of Pride Drive a distance of 259.46 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' left of and perpendicular to Pride Drive centerline at station 59+44.31);

Thence S 69°58'23 "E along the acquired R/W line of Pride Drive a distance of 74.44 feet to a point on acquired R/W line of Pride Drive (said point is offset 65.96' left of and perpendicular to Pride Drive centerline at station 60+12.13);

Thence N 78°22'56" E along the acquired R/W line of Pride Drive a distance of 207.45 feet to a point on acquired R/W line of Pride Drive (said point is offset 226.31' left of and perpendicular to Pride Drive centerline at station 61+23.91);

Thence S 33°25'26" E along the acquired R/W line of Pride Drive a distance of 83.65 feet to a point on acquired R/W line of Pride Drive (said point is offset 209.71' left of and perpendicular to Pride Drive centerline at station 61+88.36);

Thence S 30°3'33" W along the acquired R/W line of Pride Drive a distance of 125.68 feet to a point on acquired R/W line of Pride Drive (said point is offset 90.57' left of and perpendicular to Pride Drive centerline at station 62+22.11);

Thence S 11°35'27" E along the acquired R/W line of Pride Drive a distance of 93.17 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' left of and perpendicular to Pride Drive centerline at station 62+99.26);

Thence along the acquired R/W line of Pride Drive and along a curve to the Southeast having a radius of 850.00 feet and a length of 513.41, a chord bearing of S 17°18'13" E and a chord distance of 505.64 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' left of and perpendicular to Pride Drive centerline at station 67+82.47);

Thence S 00°00'00" E along the acquired R/W line of Pride Drive a distance of 1351.48 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00 left of and perpendicular to Pride Drive centerline at station 81+33.96);

Thence S 31°24'28" E along the acquired R/W line of Pride Drive a distance of 108.07 feet to a point on acquired R/W line of Pride Drive (said point is offset 106.32' left of and perpendicular to Pride Drive centerline at station 82+26.19);

Thence S 55°35'38" E along the acquired R/W line of Pride Drive a distance of 113.09 feet to a point on acquired R/W line of Pride Drive (said point is offset 199.62' left of and perpendicular to Pride Drive centerline at station 82+90.09);

Thence S 00°00'00" W along the acquired R/W line of Pride Drive a distance of 94.02 feet to a point on acquired R/W line of Pride Drive (said point is offset 199.62' left of and perpendicular to Pride Drive centerline at station 83+84.12);

Thence S 58°27'42" W along the acquired R/W line of Pride Drive a distance of 100.25 feet to a point on acquired R/W line of Pride Drive (said point is offset 114.18' left of and perpendicular to Pride Drive centerline at station 84+36.56);

Thence S 31°51'33" W along the acquired R/W line of Pride Drive a distance of 121.59 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' left of and perpendicular to Pride Drive centerline at station 85+39.83);

Thence S 00°00'00" W along the acquired R/W line of Pride Drive a distance of 1254.06 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' left of and perpendicular to Pride Drive centerline at station 97+93.89);

Thence S 46°22'40" E along the acquired R/W line of Pride Drive a distance of 72.21 feet to a point on acquired R/W line of Pride Drive (said point is offset tie to present R/W of County Road 20 and perpendicular to Pride Drive centerline at station 98+43.71);

Thence S 89°50'21" W along the present R/W line of County Road 20 a distance of 203.59 feet to a point on acquired R/W line of Pride Drive (said point offset is tie to present R/W of County Road 20 and perpendicular to Pride Drive centerline at station 98+44.28);

Thence N 45°49'31" E along the acquired R/W line of Pride Drive a distance of 71.55 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 97+94.42);

Thence N 00°00'00" E along the acquired R/W line of Pride Drive a distance of 1238.35 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 85+56.07);

Thence N 24°28'32" W along the acquired R/W line of Pride Drive a distance of 125.01 feet to a point on acquired R/W line of Pride Drive (said point is offset 101.79' right of and perpendicular to Pride Drive centerline at station 84+42.29);

Thence N 61°05'56" W along the acquired R/W line of Pride Drive a distance of 114.35 feet to a point on acquired R/W line of Pride Drive (said point is offset 201.90' right of and perpendicular to Pride Drive centerline at station 83+87.02);

Thence N 00°00'00" E along the acquired R/W line of Pride Drive a distance of 94.00 feet to a point on acquired R/W line of Pride Drive (said point is offset 201.90' right of and perpendicular to Pride Drive centerline at station 82+93.02);

Thence N 56°56'42" E along the acquired R/W line of Pride Drive a distance of 127.57 feet to a point on acquired R/W line of Pride Drive (said point is offset 94.98' right of and perpendicular to Pride Drive centerline at station 82+28.45);

Thence N 24°15'19" E along the acquired R/W line of Pride Drive a distance of 109.50 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 81+23.61);

Thence N 00°00'00" E along the acquired R/W line of Pride Drive a distance of 1341.14 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 67+82.47);

Thence along the acquired R/W line of Pride Drive and along a curve to the Northwest having a radius of 750.00 feet and a length of 461.54 feet, a chord bearing of N 17°37'47" W and a chord distance of 454.30 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 62+90.16);

Thence N 56°03'47" W along the acquired R/W line of Pride Drive a distance of 92.92 feet to a point on acquired R/W line of Pride Drive (said point is offset 77.76' right of and perpendicular to Pride Drive centerline at station 61+93.71);

Thence S 74°27'37" W along the acquired R/W line of Pride Drive a distance of 153.54 feet to a point on acquired R/W line of Pride Drive (said point is offset 210.98' right of and perpendicular to Pride Drive centerline at station 61+00.03);

Thence N 33°25'26" W along the acquired R/W line of Pride Drive a distance of 87.05 feet to a point on acquired R/W line of Pride Drive (said point is offset 182.06' right of and perpendicular to Pride Drive centerline at station 59+91.07);

Thence N 28°11'23" E along the acquired R/W line of Pride Drive a distance of 102.46 feet to a point on acquired R/W line of Pride Drive (said point is offset 79.96' right of and perpendicular to Pride Drive centerline at station 59+08.89);

Thence N 37°57'40" W along the acquired R/W line of Pride Drive a distance of 78.88 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 59+01.42);

Thence along the acquired R/W line of Pride Drive and along a curve to the Northwest having a radius of 750.00 feet and a length of 351.51 feet, a chord bearing of N 76°31'38" W and a chord distance of 348.30 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 55+26.48);

Thence N 89°57'14" W along the acquired R/W line of Pride Drive a distance of 531.54 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 49+94.93);

Thence along the acquired R/W line of Pride Drive and along a curve to the Northwest having a radius of 4310.00 feet and a length of 253.95, a chord bearing of N 88°15'57" W and a chord distance of 253.92 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 47+43.93);

Thence N 86°34'41" W along the acquired R/W line of Pride Drive a distance of 829.54 feet to a point on acquired R/W line of Pride Drive (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 39+14.39);

Thence along the acquired R/W line of Pride Drive and along a curve to the Northwest having a radius of 4210.00 feet and a length of 107.26 feet, a chord bearing of N 87°18'28" W and a chord distance of 107.26 feet to a point on acquired R/W line of Pride Drive; (said point is offset 50.00' right of and perpendicular to Pride Drive centerline at station 38+05.88);

Thence S 45°00'00" W along the acquired R/W line of Pride Drive a distance of 121.33 feet to a point on the West present R/W line of Juniper Street (said point is offset tie to present R/W of Juniper Street and perpendicular to Pride Drive centerline at station 47+49.95);

Thence N 00°10'37" E along West present R/W line of Juniper Street a distance of 164.35 feet to a point on acquired R/W line of Pride Drive POINT OF BEGINNING of the Property herein described, containing 17.668 acres more or less.

And as shown on the right of way map of record deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

EXHIBIT “C”

Sports East Parcel

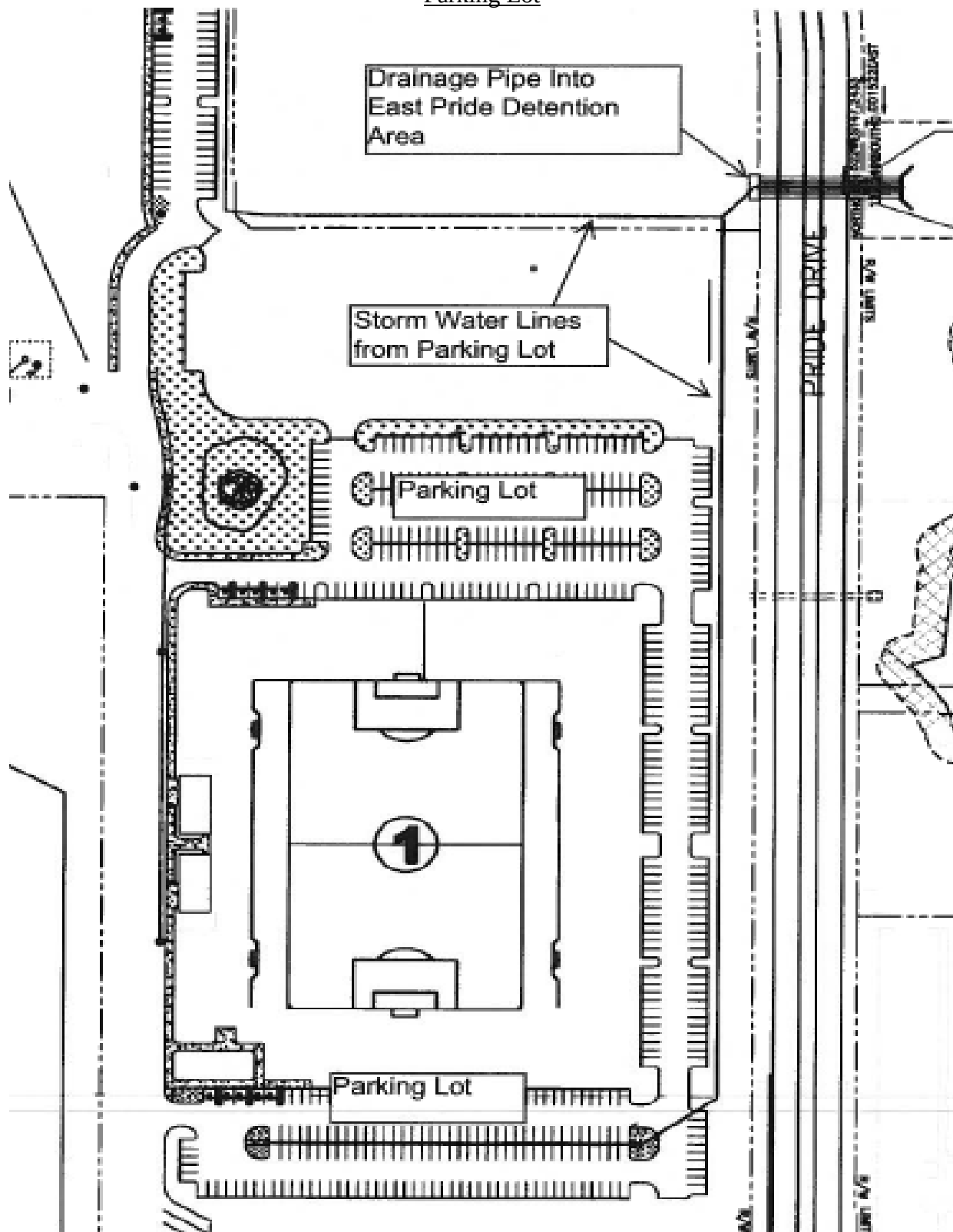
Lot 1, Blue Collar Country, Phase One, as recorded on Slide 2501-E, in the Office of the Judge of Probate, Baldwin County, Alabama.

EXHIBIT “D”

Sports West Parcel

Lot 1, Blue Collar Country Exempt Sub-Amended, as recorded on Slide 2522-F, in the Office of the Judge of Probate, Baldwin County, Alabama.

EXHIBIT "E"
Parking Lot



East Pride Detention Area

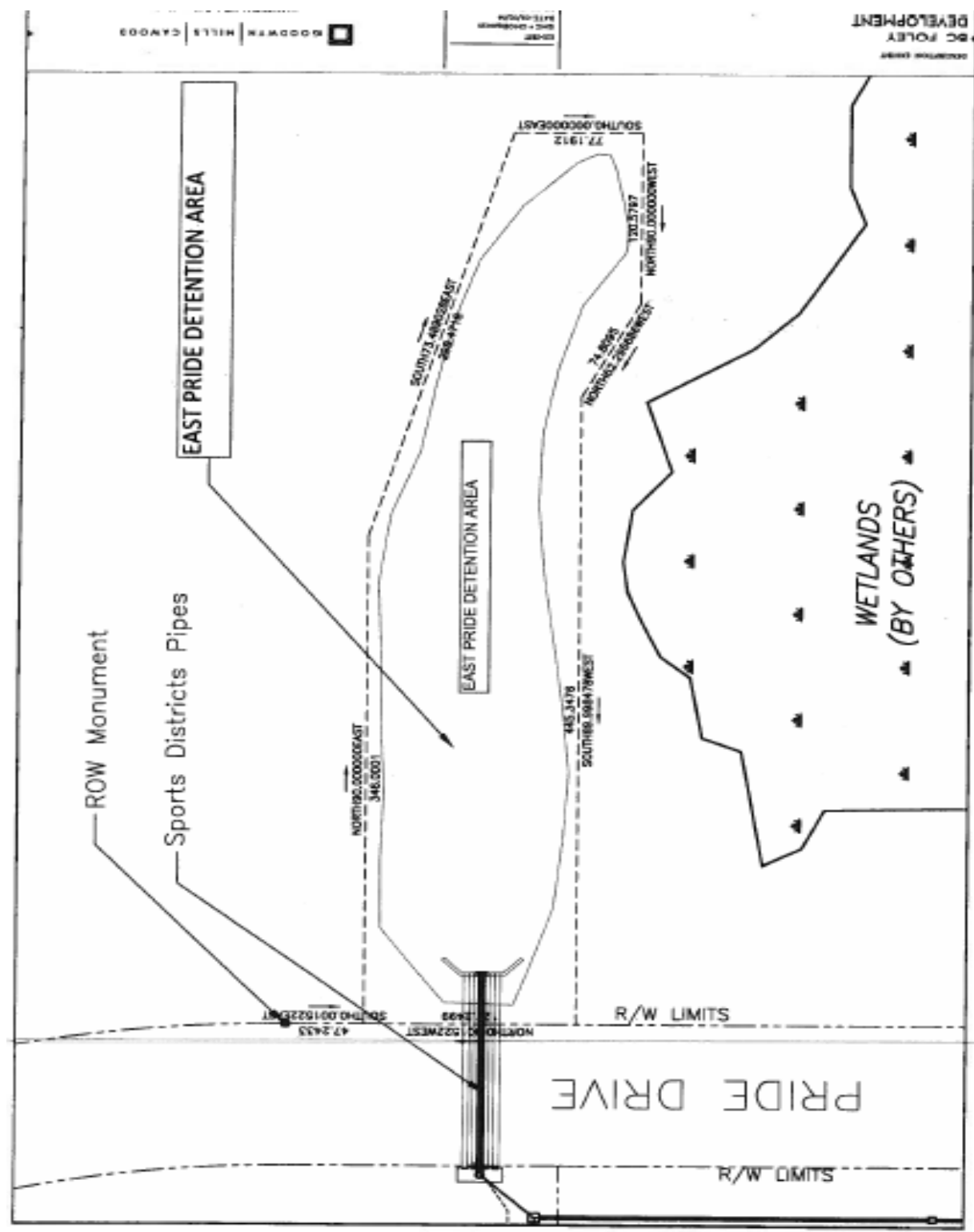


EXHIBIT "G"

Wetland

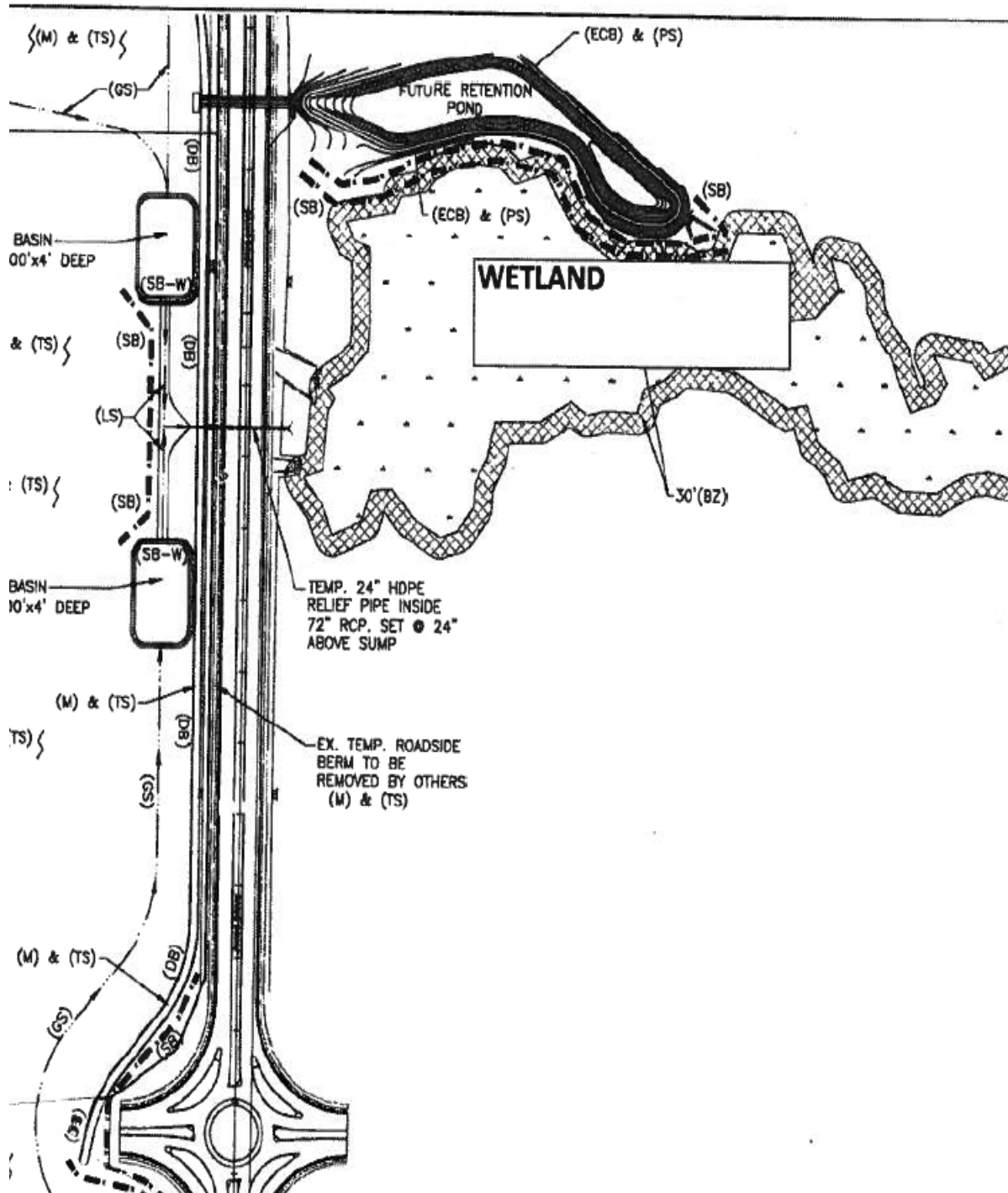


EXHIBIT "H"

BC Foley West Parcel

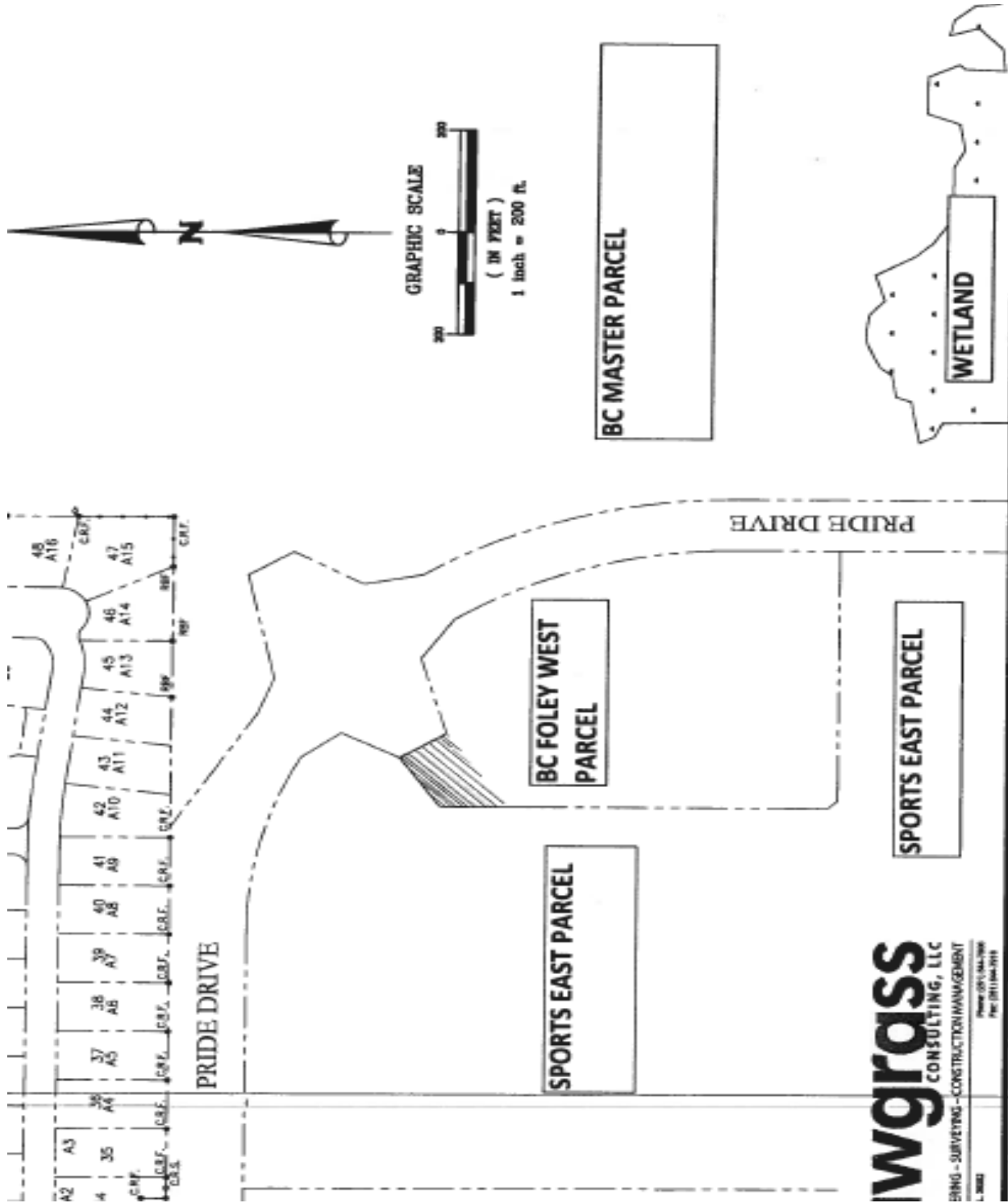


EXHIBIT "I"

Plans

(showing the drainage of Parking Lot to East Pride Detention Area)

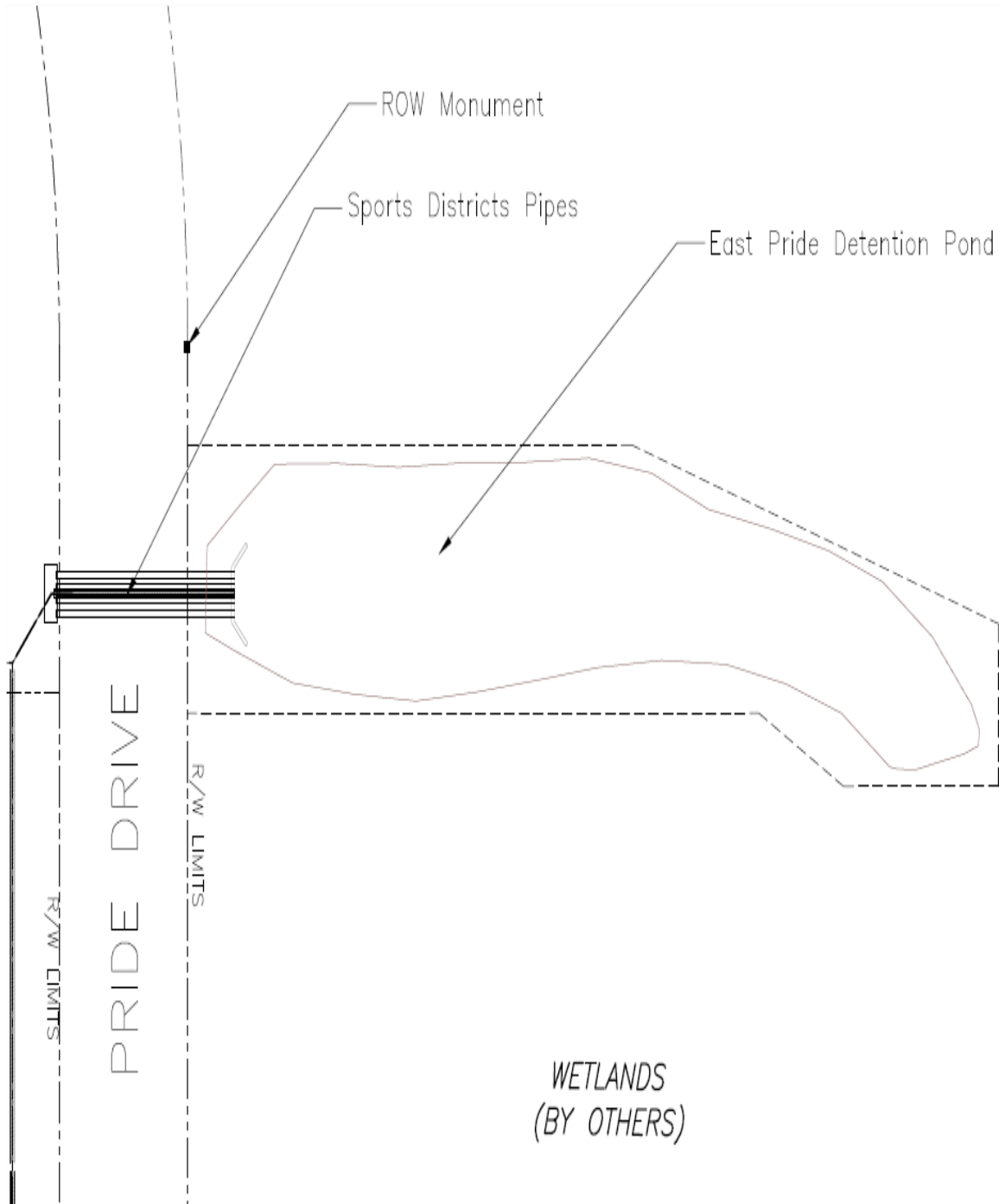


EXHIBIT "J"

Wetland Facilities
(showing drainage facilities to Wetland)

