

City of Foley, AL

Signature Copy

Ordinance: 21-2019-ORD



File Number: 21-0311

Enactment Number: 21-2019-ORD

An Ordinance For County Lease Termination, Sale and Parking Agreement

WHEREAS, the City of Foley owns certain real property located at the northwest corner of North Poplar Street and East Berry Avenue which the City leased to the Baldwin County Commission on or around June 2, 1969 for a 99-year term; and

WHEREAS, the City and the Baldwin County Commission mutually desire to terminate the Lease at this time even though it has term remaining; and

WHEREAS, the City has subdivided the property that is currently leased to Baldwin County into two lots; and

WHEREAS, the City desires to convey title to the eastern lot created from the subdivided property to the Baldwin County Commission, and the City desires to retain title to the western lot; and

WHEREAS, the City and the Baldwin County Commission mutually desire to enter into a cross-parking agreement whereby either party can park vehicles on the other party's portion of the subdivided property, and walk between the parcels;

NOW, THEREFORE, BE IT ORDAINED by the Foley City Council as follows:

SECTION 1. That the City Council hereby finds and declares that the following property is no longer needed for municipal purposes, and that it is in the best interests of the City of Foley to convey the same to the Baldwin County Commission:

LOT 2 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; LESS THE NORTH 10 FEET OF ALL SAID LOTS AND THE EAST 10 FEET OF SAID LOT 12 AS STATED IN DEED BOOK 374, PAGE 237 RECORDED IN SAID PROBATE OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CENTERLINE INTERSECTION OF JUNIPER STREET AND BERRY AVENUE (STREET) AS SHOWN ON THE SUBDIVISION PLAT FOR SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°21'14" WEST ALONG SAID CENTERLINE OF UNIPER STREET A DISTANCE OF 30.15 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE RUN WEST A DISTANCE OF 30.00 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) ON THE WEST RIGHT-OF-WAY OF JUNIPER STREET FOR THE <u>POINT OF</u> <u>BEGINNING</u>; THENCE RUN SOUTH 00°19'23" WEST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 389.36 FEET TO A 1/2" IRON REBAR WITH CAP (CA#512); THENCE LAVING SAID WEST RIGHT-OF-WAY SOUTH 89°56'09" WEST A DISTANCE OF 240.60 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 00°36'21" EAST A DISTANCE OF 152.29 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 89°57'42" EAST A DISTANCE OF 75.01 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 00°00'00" EAST A DISTANCE OF 236.59 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) LYING ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN NORTH 89°45'23" EAST A DISTANCE OF 166.18 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.74 ACRES, MORE OR LESS.

(the "Subject Property")

SECTION 2. That, pursuant to Code of Alabama, Section 11-47-20 and applicable law, the Mayor and City Clerk of the City of Foley are hereby authorized and directed to execute, acknowledge, attest and deliver a Statutory Warranty Deed to the Baldwin County Commission for the Subject Property along with any other necessary documents to effectuate the conveyance of the Subject Property.

SECTION 3. That the officers of the City, or any one or more of them, are hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the City such other acts, and execute, deliver, file and record such other instruments, documents, certificates, and notifications, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this Ordinance, including any such documents as are required to (i) terminate the lease dated June 2, 1969 between the City and the Baldwin County Commission; (ii) convey title to the Subject Property; and (iii) create the cross-parking agreement between the Subject Property and the land retained by the City of Foley which had previously been leased to the Baldwin County Commission.

SECTION 4. That any prior actions taken or agreements made or documents executed by any officers of the City in connection with the Baldwin County Commission and the transactions herein authorized and approved are hereby ratified, confirmed and approved.

SECTION 5. That this Ordinance shall take effect immediately after its publication as required by law, and all resolutions, ordinances, orders, or parts thereof in conflict or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, hereby repealed.

SECTION 6. The terms and provisions of this ordinance are severable. If any part or portion of this ordinance is declared invalid, void, or unconstitutional, that portion shall be deemed severed, and the remaining portions of the ordinance shall remain in full force and effect.

SECTION 7. All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

SECTION 8. This ordinance shall become effective upon its publication as required by law. PASSED, APPROVED AND ADOPTED this 19th day of July, 2021.

Frank Huyn Jaylor President's Signature Attest By City Clerk 9 Mayor's Signature

1-19-21 Date

Date 7-19-2

Date <u>7-19-21</u>

STATE OF ALABAMA

COUNTY OF BALDWIN

HARRY D'O	CUNTY, ALABAMA Live, Jr. probate Judge 10/15/2021 3:34 pm \$ 25.00	



TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this "Agreement") is entered into as of the day of October, 2021 (the "Effective Date") by and between the City of Foley, an Alabama municipal corporation ("Lessor") and Baldwin County, a political subdivision of the State of Alabama ("Lessee").

WHEREAS, Lessor and Lessee entered into a Lease and Agreement dated June 2, 1969 (the "Lease"), pursuant to which Lessee leased from Lessor certain real property located in the City of Foley, Baldwin County, Alabama, a copy of said Lease being attached hereto as Exhibit "A"; and

WHEREAS, Lessor and Lessee mutually desire to terminate the Lease;

NOW, THEREFORE, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby mutually agree that the Lease is hereby terminated and canceled, effective as of the Effective Date, and neither party shall have any further rights, duties, obligations or responsibilities thereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

[THE NEXT PAGE IS THE SIGNATURE PAGE]





LESSOR:

CITY OF FOLEY, an Alabama municipal corporation

Bu

Ralph Hellmich Its Mayor

hun saylor ATTEST: Kathryn Taylor

City Clerk

LESSEE:

BALDWIN COUNTY

By: Name. Dauis,II Chairman Title:

STATE OF ALABAMA BALDWIN COUNTY

THIS LEASE AND AGREEMENT, made and entered into, in duplicate, oh this the χ day of f_{unc} , 1969, by and between the CITY OF FOLEY, a municipal corporation, hereinafter referred to as "Lessor", and BALDWIN COUNTY, hereinafter referred to as "Lessee", WITNESSETH:-

That for and in consideration of the sum of ONE DOLLAR (\$1.00) this day cash in hand paid to the Lessor by the Lessee, receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, the Lessor has and by these presents does hereby LEASE and RENT to the Lessee, the following described real estate in Baldwin County, Alabama, to-wit:-

> Beginning at the Northeast corner of the Southeast Quarter (SE]) of the Southwest Quarter (SW]) of Section 21, Township 7 South, Range 4 East, which is also the intersection point of the center lines of an East and West Street, Berry Avenue, and a North and South Street, Juniper Street; thence run due South along centerline of Juniper Street for a distance of 417.4 fect to a point; thence run due West for a distance of 417.4 fect to a point; thence run due North for a distance of 417.4 fect to a point on the center line of Berry Avenue; thence run due East along the center line of Berry Avenue for a distance of 417.4 fect to the point of beginning. The above lot to contain 4.0 acres, more or less, and being in the Southeast Quarter (SE]) of the Southwest Quarter (SW]) of Section 21, Township 7 South, Range 4 East,

This property is to be used by the Lessee for a county barn and maintenance headquarters of the Baldwin County Highway Department or other related uses.

The said Lessor does hereby LEASE and RENT to the said Lessee the said premises for a term of ninety-nine (99) years, the expiration date of this lease being midnight, May 31, 2068.

In the event a building or structure is not placed on the property and the property not used by the Lessee for the purpose enumerated within a period of twelve (12) months following the date hereof, the Lessor may, by written notification, cancel said lease. It is also agreed that should the property be abandoned by the said Lessee and not used for a period of six (6) consecutive months after the expiration of the first year, the Lessor may also cancel and terminate said lease by written notification.

- 1 -

C. G. C.

The Lessee shall have the right to remove any improvements placed on this property on the expiration or on termination of this lease.

Lessee shall pay all charges for utilities used on the premises.

This Lease and Agreement is not transferable or assignable without the written consent of the Lessor previously obtained. WITNESS the hands and seals of the parties hereto on this the day and year first above written.

"Lessor"

CITY OF FOLEY lenn BALDWIN COUNTY ATTEST: As "Lessee" C. Gm

STATE OF ALABAMA

BALDWIN COUNTY

Affix.Seals

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C. O. C.

a Notary Public in and for said County in said State, hereby certify that HERRY W. CARSON, whose name as Mayor of the City of Foley, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknow-ledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said municipality.

Given under my hand and Notarial Seal hereto affixed by me this the _____ day of stati or Alabama BALDWIN COUNTY BALDWIN COUNTY June, 1969 ANY BY

Public, Báldwin County State of Alabama

Baldwin

State of Alabama

Public

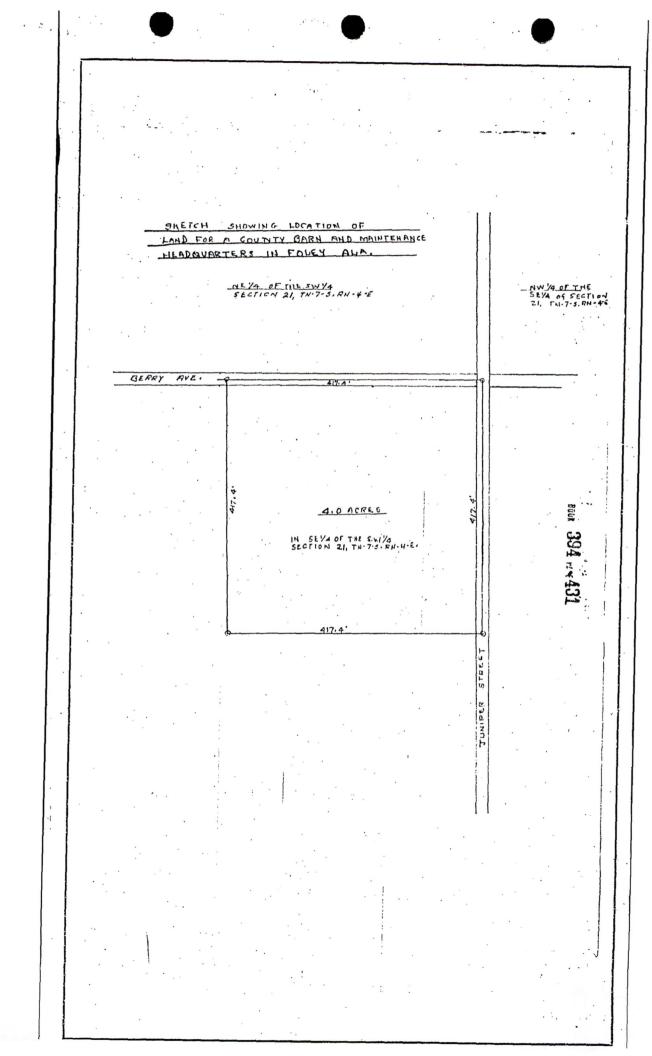
County

(Affix Seal) (Helly the JUN 1 2-1969 was collected. STATE OF ALABAMA Dali Notas of BALDWIN COUNT

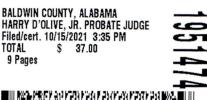
31

County in said State, hereby certify that JOHN HADIPY County in said State, hereby certify that JOHN HADLEY, whose name as Chairman of the Board of Commissioners of Baldwin County, is signed to the foregoing instrument, and who is known to me, acknow-ledged before me on this day that, being informed of the contents of said instrument, he, as such Chairman and with full authority, executed the same voluntarily for and as the act of said County.

RIES, Tolven under my hand and Notarial Seal hereto affixed by me this the: 10^{-2} day of 10^{-2} , 1969.



RECIPROCAL EASEMENT AGREEMENT



This **RECIPROCAL EASEMENT AGREEMENT** (the "<u>Agreement</u>") is made this day of <u>Uctober</u> 2021, by and between City of Foley, an Alabama municipal corporation ("<u>City</u>"), and Baldwin County, a political subdivision of the State of Alabama ("<u>County</u>", and together with City, each an "<u>Owner</u>" and collectively, the "<u>Owners</u>").

WITNESSETH

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

WHEREAS, County is the owner of that certain tract of land described on <u>Exhibit "B"</u> attached hereto and made a part hereof by this reference (the "<u>County Tract</u>"); 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. <u>Access and Parking Easements.</u> 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. <u>No Obstruction</u>. 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. <u>Effective Date.</u> This Agreement shall become effective upon the date first written above.

4. <u>Headings</u>. 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. <u>Governing Law</u>. The laws of the State of Alabama shall govern the interpretation, validity, performance, and enforcement of this Agreement.

6. <u>Covenant Running with the Land.</u> 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:

hryn Saylor

By: Kathryn Taylor

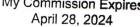
Its: City Clerk

STATE OF ALABAMA: COUNTY OF BALDWIN:

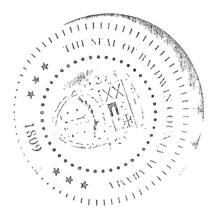
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RALPH HELMICH and KATHRYN TAYLOR, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2021. day of NO TARY PUBLIC My Commission expires: My Commission Expires (Notary Seas), 4830-2388-2730, v. 1

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BALDWIN COUNTY

By: Name: Title: hourman

STATE OF ALABAMA COUNTY OF MOBILE BALDWIN

I, the undersigned Notary Public in said State, hereby certify that <u>Joe Daus,</u> whose name as <u>Chairmann</u> 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 Octoby 2021.

Notary Public My Commission expires My Commission Expires (NOTARY SEAL) July 14, 2925

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This instrument prepared by:

Casey Pipes Helmsing, Leach, Herlong, Newman & Rouse, P.C. P.O. Box 2767 Mobile AL 36652 (251) 432-5521 jcp@helmsinglaw.com

Exhibit A

LOT 1 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; LESS THE NORTH 10 FEET OF ALL SAID LOTS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CENTERLINE INTERSECTION OF JUNIPER STREET AND BERRY AVENUE (STREET) AS SHOWN ON THE SUBDIVISION PLAT FOR SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°21'14" WEST ALONG SAID CENTERLINE OF JUNIPER STREET A DISTANCE OF 30.15 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE RUN WEST A DISTANCE OF 30.00 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN SOUTH 89°45'43" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 166.18 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) FOR THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY SOUTH 00°00'00" EAST A DISTANCE OF 236.59 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 89°57'42" WEST A DISTANCE OF 75.01 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 00°36'21" WEST A DISTANCE OF 152.29 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156): THENCE RUN SOUTH 89°56'09" WEST A DISTANCE OF 147.66 FEET TO A 5/8" IRON REBAR WITH CAP (CA#085) LYING ON THE EAST RIGHT-OF-WAY OF POPLAR STREET; THENCE RUN NORTH 00°16'51" WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 388.12 FEET TO A 5/8" IRON REBAR WITH CAP (CA#085) LYING ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN NORTH 89°45'23" EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 226.18 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.74 ACRES, MORE OR LESS.

Exhibit B

LOT 2 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST OUARTER OF SECTION 21. TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY. ALABAMA; LESS THE NORTH 10 FEET OF ALL SAID LOTS AND THE EAST 10 FEET OF SAID LOT 12 AS STATED IN DEED BOOK 374, PAGE 237 RECORDED IN SAID PROBATE OFFICE. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CENTERLINE INTERSECTION OF JUNIPER STREET AND BERRY AVENUE (STREET) AS SHOWN ON THE SUBDIVISION PLAT FOR SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH. RANGE 4 EAST, RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°21'14" WEST ALONG SAID CENTERLINE OF JUNIPER STREET A DISTANCE OF 30.15 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE RUN WEST A DISTANCE OF 30.00 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) ON THE WEST RIGHT-OF-WAY OF JUNIPER STREET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00°19'23" WEST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 389.36 FEET TO A 1/2" IRON REBAR WITH CAP (CA#512); THENCE LAVING SAID WEST RIGHT-OF-WAY SOUTH 89°56'09" WEST A DISTANCE OF 240.60 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 00°36'21" EAST A DISTANCE OF 152.29 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 89°57'42" EAST A DISTANCE OF 75.01 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 00°00'00" EAST A DISTANCE OF 236.59 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) LYING ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN NORTH 89°45'23" EAST A DISTANCE OF 166.18 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.74 ACRES, MORE OR LESS.

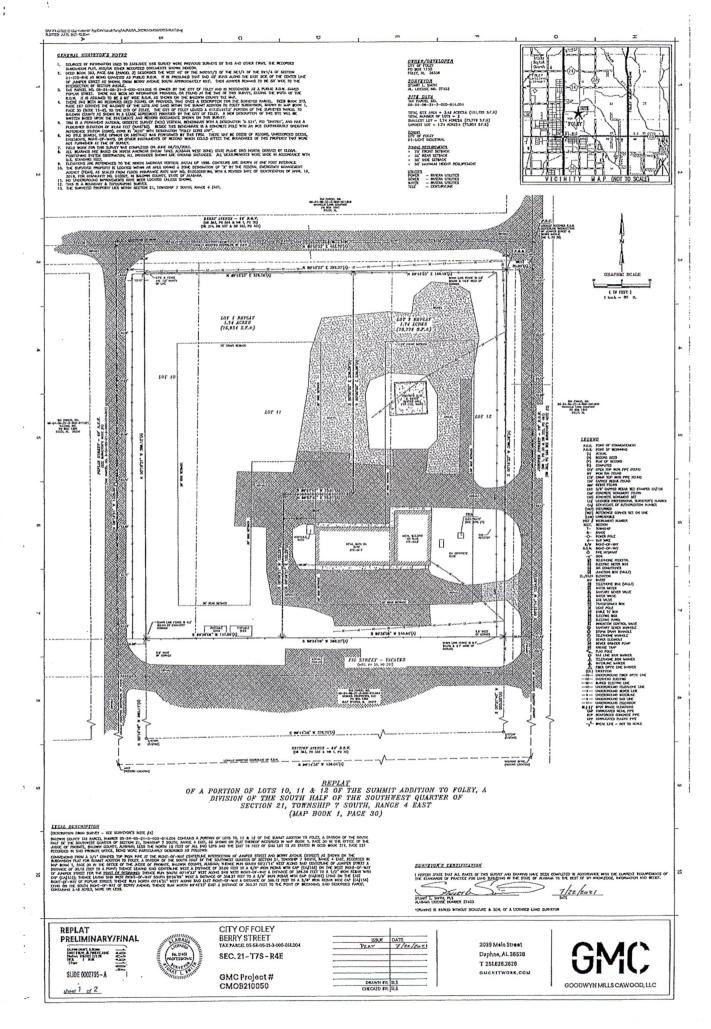


Exhibit C

DALIVING FILE Cillsensistemisti RUTITID: ALZ, 2001-1025am -REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST (MAP BOOK 1, PAGE 30) CERTIFICATION OF OWNERSHIP AND DEDICATION: STATE OF ALABAMA COUNTY OF BALDWIN DOG ZEDE 202 CENOTLEDGENENT OF NOTARY PUBLIC: STATE OF DIALATTE. ath maylo PUBLIC IN AND Kethign Saylon My Commission Expires CERTIFICATE OF APPROVAL BY THE CITY ENGINEER THE UNDERSTAND AT OF CONTAIN ALL THE ATTLE ATTREMETED HELDOWED OF SUME AT THE PROMITE OTHER OF PLANES, HORE A SPRONTE DAY WHICH PLAT THE HELDOWED OF SUME AT THE PROMITE OTHER OF A SUMMER TO A SPRONTE DAY OF THE APPROVED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OTHER OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OF A SUMMER THE PLAT THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OF A SUMMER THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OF A SUMMER THE PLAT THE PLAT THE DAY OF THE DOWED OF SUME AT THE PROMITE OF A SUMMER THE PLAT THE CERTIFICATE OF APPROVAL BY THE CITY OF FOLEY PLANNING COMMISSION THE WHEN PLAY OF THE SUBJECTS ON BIOM WEDGEN LOCATE AND THE CITY OF ADMINISTRATION OF THE CITY OF THE CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (ELECTRIC) DATE THE ADDRESS AS AND AND A THE ADDRESS OF THE ADDRESS THE WITH A PLAT FOR THE UNDERSOLED, AS AND ADDRESS OF THE ADDRESS OF ADDRESS THE WITH PLAT FOR THE ADDRESS ADDRESS AS A PLATE ADDRESS 14/25 Abras CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (VATER) THE UNDERSIGNED, AS AUTHORIZED BY RAVERA UTILITIES, HEREBY APPR OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA. WES THE WITHIN PLAT FO DATED THIS 27 DAY OF JUN 2021 Tom L. Sheetlef. CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (SEVER) THE UNDERSTAND, AS ANTI-ORDER OF MACINA UTLINES, HENRIN APPRAVES THE WITHIN PLAT FOR RECOR OF SAME IN THE PROBATE OFFICE OF MALDINE COUNTY, ANAMAA DATED THIS 22²⁰ DAY OF _______ 202.1 202.1 (AUTHORIZED SIGNATURE) CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (GAS) The undersioned, as although the market unders, hereby approximate the within plat for rector side in the product office of baldwin county, albama dated this $2\frac{3}{2}$. Buy of <u>JLAY</u> 2024 (MITHORIZED SIGNATURE) ы REPLAT PRELIMINARY/FINAL CITY OF FOLEY BERRY STREET TAX PARCEL 05-54-05-21-3-000-014.004 ISSUE PLAT DATE 7/22/2021 2039 Main Street AAL STATE COUNTY, ALALON AAATT B'CLAYE, AL HIGHLET ALOOS Fladwel, AZS/ZEZI 258 PM TREAL \$ 46.00 Daphne, AL 36526 SEC. 21 - T75 - R4E T 251.626.2626 2 SLIDE 0002795-B GMCNETWORK.COM GMC Project # CMOB210050 DRAWN BY: SLS CHECKED BY: SLS GOODWYN MILLS CAWOOD LLC sheet 1 of 2

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 10/ 6/2021 9:10 AM TOTAL \$ 0.00 21 Pages

STATE OF ALABAMA COUNTY OF BALDWIN

:

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF FOLEY, an Alabama Municipal Corporation, (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration this day in hand paid to Grantor by BALDWIN COUNTY, a political subdivision of the State of Alabama (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does, subject to all matters and exceptions hereinafter mentioned, hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, and to the successors and assigns of said Grantee, all of Grantor's interest in and to that real property in the County of Baldwin, State of Alabama, described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however to the matters and exceptions to which reference is hereinbelow made, unto the said Grantee, and the successors and assigns of the Grantee, FOREVER.

The property is conveyed subject to existing utility and drainage easements, rights of way, restrictive covenants, and all other matters applicable to said property and of record in the office of the Judge of Probate of Baldwin County, Alabama, and to zoning restrictions and building set-back lines, if any, as well as to the lien for ad valorem taxes hereafter falling due, which taxes Grantee assumes and agrees to pay when due. Grantor reserves any mineral interests that are available.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on this the

day of ___ ,2021.

CITY OF FOLEY

By: Ralph Helmich Its: Mayor

ATTEST:

n Daylor 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: My Commission Expires April 28, 2024 (Notary Seal) 12. GRANTEE'S ADDRESS: 312 Courthouse Sq. Suite 12 Bay Minette, AL 36507 C ""

4831-6340-8362, v. 1

THIS INSTRUMENT PREPARED BY:

CASEY PIPES

Helmsing, Leach, Herlong, Newman & Rouse, P.C. Post Office Box 2767 Mobile, Alabama 36652 (251) 432-5521 jcp@helmsinglaw.com

Exhibit A

LOT 1 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; LESS THE NORTH 10 FEET OF ALL SAID LOTS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CENTERLINE INTERSECTION OF JUNIPER STREET AND BERRY AVENUE (STREET) AS SHOWN ON THE SUBDIVISION PLAT FOR SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°21'14" WEST ALONG SAID CENTERLINE OF JUNIPER STREET A DISTANCE OF 30.15 FEET TO A POINT: THENCE LEAVING SAID CENTERLINE RUN WEST A DISTANCE OF 30.00 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN SOUTH 89°45'43" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 166.18 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) FOR THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY SOUTH 00°00'00" EAST A DISTANCE OF 236.59 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 89°57'42" WEST A DISTANCE OF 75.01 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 00°36'21" WEST A DISTANCE OF 152.29 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN SOUTH 89°56'09" WEST A DISTANCE OF 147.66 FEET TO A 5/8" IRON REBAR WITH CAP (CA#085) LYING ON THE EAST RIGHT-OF-WAY OF POPLAR STREET; THENCE RUN NORTH 00°16'51" WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 388.12 FEET TO A 5/8" IRON REBAR WITH CAP (CA#085) LYING ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN NORTH 89°45'23" EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 226.18 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.74 ACRES, MORE OR LESS.

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ACKNOWLEDGENENT: OF NOTARY PUBLIC: STATE OF ALL JAMES -COUNT OF ALL JAMES -KATHALMAN DO AND AND AND AND AND AND SUSCERED TO THE CONTRACTOR OF OWNERSE NO DAY N PROSON NO KONCHUCED THAT HE (NEW) SO ARE) RAPOL ON AND FOR SAID COUNTY (ARE) RAPOL C. Hillowic IP AND DEDICATION, APPEARED BETC (THEY) SIGNED, SEALED AND DELIVERE THAT HE (THEY) SIGNED, SEALED AND

SEAL THIS 23 DAY OF

Kathun Jaylon My Commission Exister

CERTIFICATE OF APPROVAL BY THE CITY ENGINEER THE UNERDEDIDED, AS OTT DEALERS OF THE CAT OF FACT, ANNUA, HOREN APPROVED THE MITHIN PLAT FOR THE EXCORDING OF USER AT THE PROVIDE OF BULLIONN COUNT, ANNUAL THIS THE THE DAY OF AVENUEST. 2021 COLOROLLAS

CERTIFICATE OF APPROVAL BY THE CITY OF FOLEY PLANNING CONNISSION

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (ELECTRIC) THE UNDERSCHIED, AS AUTHORIZED BY AMERA UTILITIES, HERCEY APPROVES THE WITHIN OF SAME IN THE PROBATE OFFICE OF BALDING COUNTY, ALABAUA DATED THIS ZZC DAY OF _______ 202.1

Mar and

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (WATER) The understanding as alternated by finder utility, herein a of same in the probate office of balanti county, alabuma, dated this $2\pi^{3/4}$ day of ______2021

(AUTHORIZED SIGNATURE)

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (SEWER) The understand of although of marks there were the within plat for response to the working plat for response to the working of the working plat for response to the working plat for response to the the plat of the second p ____ 202.1

Tomy & Scheellef

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (GAS)

(UTHORIZED SIGNATURE)

REPLAT PRELIMINARY/FINAL

1

PLOTEC MIZ 201 - DZIM

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BERRY STREET

TAX PARCEL 05-54-05-21-3-000-014.004 SEC. 21-T7S-R4E

CITY OF FOLEY

	1
ISSUE	DATE
PLAT	DATE TILL
DRAWN BY:	115
CHECKED BY:	

2039 Main Street Daphne, AL 36526 T 251.626.2626 GMCNETWORK.COM



LADING CORTY, KANCAL MARTI COLTAR, M. ANDRES JOOR Factoret, REVIEW HIM CASS 101.4. 3 (LA) 104 SLIDE 0002795-B

sheet 1 of 2

GMC Project # CMOB210050

BALDWIN COUNTY, ALABAMA HARRY D'OLIVE, JR. PROBATE JUDGE Filed/cert. 10/ 6/2021 9:10 AM TOTAL \$ 0.00 21 Pages

STATE OF ALABAMA COUNTY OF BALDWIN

:

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF FOLEY, an Alabama Municipal Corporation, (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration this day in hand paid to Grantor by BALDWIN COUNTY, a political subdivision of the State of Alabama (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does, subject to all matters and exceptions hereinafter mentioned, hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, and to the successors and assigns of said Grantee, all of Grantor's interest in and to that real property in the County of Baldwin, State of Alabama, described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however to the matters and exceptions to which reference is hereinbelow made, unto the said Grantee, and the successors and assigns of the Grantee, FOREVER.

The property is conveyed subject to existing utility and drainage easements, rights of way, restrictive covenants, and all other matters applicable to said property and of record in the office of the Judge of Probate of Baldwin County, Alabama, and to zoning restrictions and building set-back lines, if any, as well as to the lien for ad valorem taxes hereafter falling due, which taxes Grantee assumes and agrees to pay when due. Grantor reserves any mineral interests that are available. IN WITNESS WHEREOF, Grantor has caused this deed to be executed on this the 1994

, 2021. day of ____

CITY OF FOLEY

By: Ralph Helmich Its: Mayor

ATTEST:

Saylor 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 My Commission expires: April 28, 2024 (Notary Seal) **GRANTEE'S ADDRESS:** 312 Courthouse Sq. Suite 12 Bay Minette, AL 36507 S



4831-6340-8362, v. 1

THIS INSTRUMENT PREPARED BY:

CASEY PIPES

Helmsing, Leach, Herlong, Newman & Rouse, P.C. Post Office Box 2767 Mobile, Alabama 36652 (251) 432-5521 jcp@helmsinglaw.com

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CERTIFICATION OF OWNERSHIP AND DEDICATION STATE OF ALABAMA COUNTY OF BALDWIN

THIS IS TO CERTIFY TH SHOWN AND DESCRIBED AND SUBDINDED AS IND DO HEREBY ACKNOWLED INDICATED; AND GRANT OTHER OPEN SPACES RESTRICTIONS AND CON Y THAT I (WE), THE UNDERSIGNED, AM BEED HEREON, AND THAT I (WE) HAVE. S INDICATED HEREON, FOR THE USES MILEDOE AND ADOPT THE SAME UNDER NAT ALL EASDAENTS AND DEDICATE AU LES TO FURILE ON FRAVATE USES AS NO COMPENTS NOTED BELOW OF ATTACHE 23" DAY OF HULL 23 DATE

FOLLY, A NOTARY PUBLIC

ACKNO Balans ARET RALAL C. HUL

E (THEY) SIGNED, SEALED AND E THAT HE (THEY) SIGNED, SEA VOLUNTARY ACT FOR THE USE SEAL THIS 23 Y OF

hatheyn Jaylon My Commission Exp

THE UNDERSTAND AS OF DEPENDENCE OF THE OTHER THEORY AND A STORAGE AND AND A STORAGE AN

CERTIFICATE OF APPROVAL BY THE CITY OF FOLEY PLANNING COMMISSION De winn plat of the basission block werden located in toric, along a herein approvad by the city of RELY PLANSE COMBISSION HIS THE THE DAY OF BALANDA 30 HEREIN APPROVAD BY THE CITY OF THE PLANSE COMBISSION COMBISSION

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (ELECTRIC)

Mas abre

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (WATER) THE UNDERSIGNED, AS AUTHORIZED BY RMERA UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR RE OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA. DATED THIS 27 DAY OF JUS 2021

Tomy L. Shoelded.

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (SEWER) The UNDERSIGNED, AS AUTHORIZED BY RAMERA UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR REL OF SAME IN THE PROBATE OFFICE OF BALDININ COURTY, ALBAMA. DATED THIS 22²⁰ DAY OF ______ 202.1

Tomy & Schedler

CERTIFICATE OF APPROVAL BY RIVIERA UTILITIES (GAS) THE UNDERSIGNED, AS AUTHORIZED BY RIVERA UTILITIES, HEREBY APP OF SAME IN THE PROBATE OFFICE OF BULDWH COUNTY, ALABAMA DATED THIS 23 DAY OF ______ 2024 OVES THE W

(AUTHORIZED SIGNATURE)

REPLAT PRELIMINARY/FINAL EALTHAN CONTY, JUNIOU ANALY D'UNTE AL MONTY JUNI Fachet, ESTITUT SIMA TOTA I d'A 104

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sheet 1 of 2

A PLOTTO: M22 201-025m

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CITY OF FOLEY BERRY STREET SEC. 21 - T75 - R4E GMC Project #

CMOB210050

ISSUE PLAT	DATE T/2021
PLAT	7/22/2021
DRAWN BY:	SLS
DRAWN BY: CHECKED BY:	SLS

2039 Main Street Daphne, AL 36526 T 251.626.2626 GMCNETWORK.COM





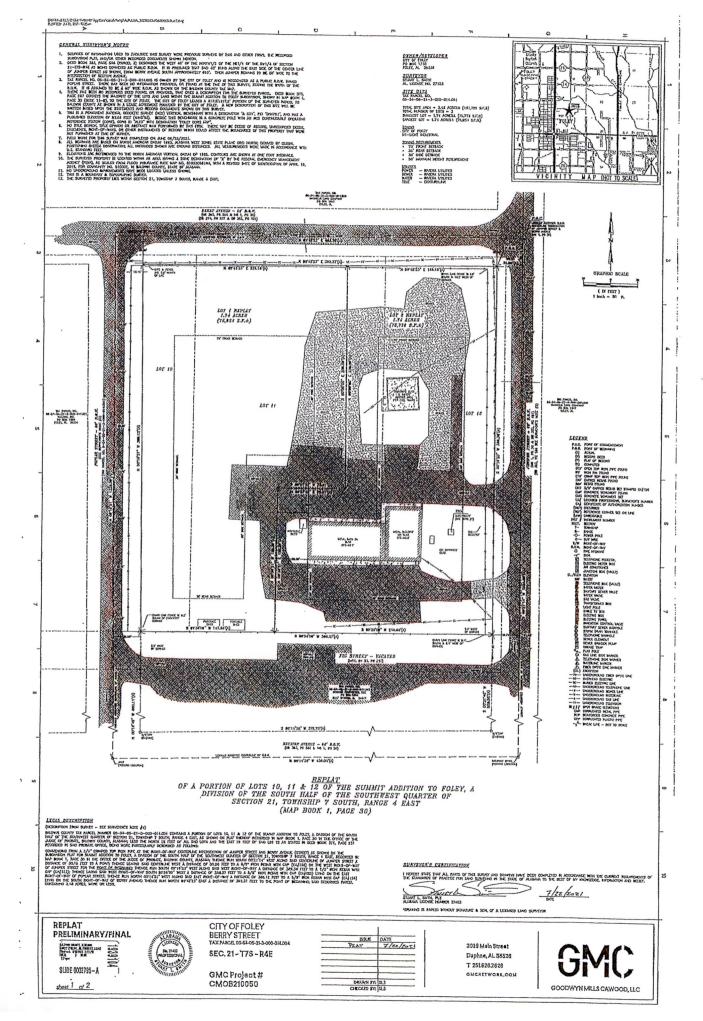
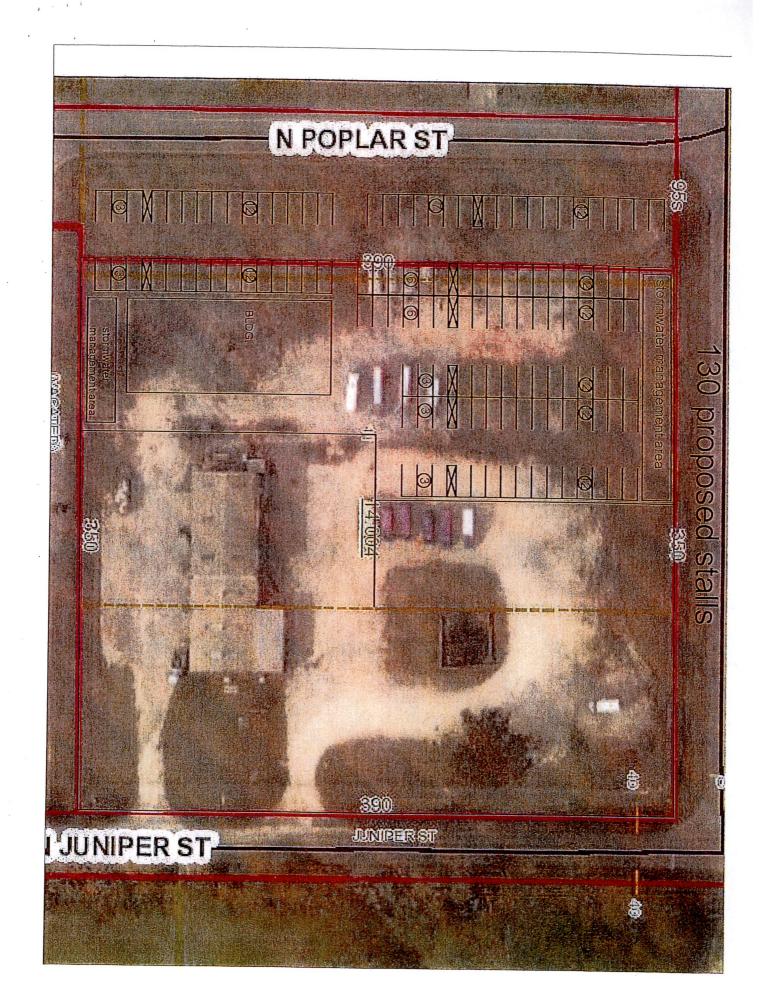


Exhibit C







A DIVISION OF OPC NEWS, LLC PO BOX 1677 • SUMTER, SC 29150

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in <u>The Courier, The Islander, The Onlooker</u>, & or The Baldwin Times in the issue/s of:

07/16/2021

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer **A**r attorney.

M. Perry, Legal Ad Representative

Amber Kimbler, Notary Public Baldwin County, Alabama My commission expires April 10, 2022



AMBER KIMBLER My Commission Expires April 10, 2022

Sworn and subscribed to on 07/16/2021.

CITY OF FOLEY, LEGAL ACCOUNT

Acct#: 983511

Ad#: 326569

County Lease Termination

Amount of Ad: \$342.54

Legal File# County Lease Te

FOLEY 251.943.2151 The Courier – The Islander The Onlooker The Baldwin Times

NOTICE TO THE PUBLIC

The Foley City Council will hold a Public Hearing at 4:00 p.m. Monday, July 19, 2021 at Foley City Hall to consider the passage of an ordinance approving a Baldwin County lease termination, sale of City owned property and parking agreement.

All persons wishing to be heard may speak in person at the Public Hearing, or may respond in writing to the City of Foley, P.O. Box 1750, Foley Alabama 36536 before July 19, 2021, in order to be considered.

Kathryn Taylor, MMC City Clerk

Ordinance: ____

An Ordinance For County Lease Termination, Sale and Parking

WHEREAS, the City of Foley owns certain real property located at the northwest corner of North Poplar Street and East Berry Avenue which the City leased to the Baldwin County Commission on or around June 2, 1969 for a 99-year term; and WHEREAS, the City and the Baldwin County Commission mutually desire to terminate the Lease at this time even though it has term remaining; and WHEREAS, the City has subdivided the property that is currently leased to Baldwin County into two lots; and WHEREAS, the City desires to convey title to the eastern lot created from the subdivided property to the Baldwin County Commission, and the City desires to retain title to the western lot; and WHEREAS, the City and the

WHEREAS, the City and the Baldwin County Commission mutually desire to enter into a cross-parking agreement whereby either party can park vehicles on the other party's portion of the subdivided property, and walk between the parcels; NOW, THEREFORE, BE IT ORDAINED by the Foley City Council as follows:

SECTION 1. That the City Council hereby finds and declares that the following property is no longer needed for municipal purposes, and that it is in the best interests of the City of Foley to convey the same to the Baldwin County Commission:

LEGAL REP - 251-345-6805

LOT 2 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF **RECORDED IN MAP BOOK 1** PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABA-MA; LESS THE NORTH 10 FEET OF ALL SAID LOTS AND THE EAST 10 FEET OF SAID LOT 12 AS STATED IN DEED BOOK 374, PAGE 237 RECORDED IN SAID PRO-BATE OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CEN-TERLINE INTERSECTION OF JUNIPER STREET AND BER-AVENUE (STREET) AS RY SHOWN ON THE SUBDIVI-SION PLAT FOR SUMMIT ADDITION TO FOLEY, DIVISION OF THE SOUTH HALF OF THE SOUTHWEST **OUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE** 4 EAST, RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUN-TY, ALABAMA; THENCE RUN 00°21'14" SOUTH WEST ALONG SAID CENTERLINE OF JUNIPER STREET A DIS-TANCE OF 30.15 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE RUN WEST A DISTANCE OF 30.00 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) ON THE WEST RIGHT-OF-WAY OF JUNIPER STREET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00°19'23" WEST ALONG SAID WEST RIGHT-OF-WAY A DIS-TANCE OF 389.36 FEET TO A 1/2" IRON REBAR WITH CAP (CA#512); THENCE LAVING SAID WEST RIGHT-OF-WAY SOUTH 89°56'09" WEST A DISTANCE OF 240.60 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 00°36'21" EAST A DISTANCE OF 152.29 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 89°57'42" EAST A DISTANCE OF 75.01 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 00°00'00" EAST A DISTANCE OF 236.59 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) LYING ON THE SOUTH RIGHT-OF-WAY BERRY AVENUE; THENCE RUN NORTH 89°45'23" EAST A DISTANCE OF 166.18 FEET TO THE POINT OF BEGIN-NING; SAID DESCRIBED PAR-CONTAINING 1.74 CEL ACRES, MORE OR LESS.

(the "Subject Property")

SECTION 2. That, pursuant to Code of Alabama, Section 11-47-20 and applicable law, the Mayor and City Clerk of the City of Foley are hereby authorized and directed to execute, acknowledge, attest and deliver a Statutory Warranty Deed to the Baldwin County Commission for the Subject Property along with any other necessary documents to effectuate the conveyance of the Subject Property.

SECTION 3. That the officers of the City, or any one or more of them, are hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the City such other acts, and execute, deliver, file and record such other instruments, documents, certificates, and notifications, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this Ordinance, including any such documents as are required to (i) terminate the lease dated June 2, 1969 between the City

and the Baldwin County Commission; (ii) convey title to the Subject Property; and (iii) create the cross-parking agreement between the Subject Property and the land retained by the City of Foley which had previously been leased to the Baldwin County Commission.

SECTION 4. That any prior actions taken or agreements made or documents executed by any officers of the City in connection with the Baldwin County Commission and the transactions herein authorized and approved are hereby ratified, confirmed and approved.

SECTION 5. That this Ordinance shall take effect immediately after its publication as required by law, and all resolutions, ordinances, orders, or parts thereof in conflict or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, hereby repealed. SECTION 6. The terms and provisions of this ordinance are severable. If any part or portion of this ordinance is declared invalid, void, or unconstitutional, that portion shall be deemed severed, and the remaining portions of the ordinance shall remain in full force and effect.

SECTION 7. All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

SECTION 8. This ordinance shall become effective upon its publication as required by law.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2021.

J. Wayne Trawick, President Kathryn Taylor, MMC City Clerk Ralph G. Hellmich, Mayor July 16, 2021



A DIVISION OF OPC NEWS, LLC PO BOX 1677 • SUMTER, SC 29150

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in <u>The Courier, The Islander, The Onlooker, & or The Baldwin Times</u> in the issue/s of:

07/30/2021

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

April M. Perry, Legal Ad Representative

imber Kimble X

Amber Kimbler, Notary Public Baldwin County, Alabama My commission expires April 10, 2022



AMBER KIMBLER My Commission Expires April 10, 2022

Sworn and subscribed to on 07/30/2021.

CITY OF FOLEY, LEGAL ACCOUNT

Acct#: 983511

Ad#: 327077

Ordinance 21-2019

Amount of Ad: \$313.83

Legal File# Ord. 21-2019

FOLEY 251.943.2151 The Courier – The Islander The Onlooker The Baldwin Times

Ordinance 21-2019 An Ordinance For County Lease Termination, Sale and Parking Agreement

WHEREAS, the City of Foley owns certain real property located at the northwest corner of North Poplar Street and East Berry Avenue which the City leased to the Baldwin County Commission on or around June 2, 1969 for a 99-year term; and

WHEREAS, the City and the Baldwin County Commission mutually desire to terminate the Lease at this time even though it has term remaining; and

WHEREAS, the City has subdivided the property that is currently leased to Baldwin County into two lots; and

WHEREAS, the City desires to convey title to the eastern lot created from the subdivided property to the Baldwin County Commission, and the City desires to retain title to the western lot; and

WHEREAS, the City and the Baldwin County Commission mutually desire to enter into a cross-parking agreement whereby either party can park vehicles on the other party's portion of the subdivided property, and walk between the parcels;

NOW, THEREFORE, BE IT ORDAINED by the Foley City Council as follows:

SECTION 1. That the City Council hereby finds and de-Charts hat the following property is no longer needed for municipal purposes, and that it is in the best interests of the City of Foley to convey the same to the Baldwin County Commission:

LOT 2 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABA-MA; LESS THE NORTH 10 FEET OF ALL SAID LOTS AND THE EAST 10 FEET OF SAID LOT 12 AS STATED IN DEED BOOK 374, PAGE 237 RECORDED IN SAID PRO-BATE OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LEGAL REP - 251-345-6805

COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CEN-TERLINE INTERSECTION OF JUNIPER STREET AND BER-RY AVENUE (STREET) AS SHOWN ON THE SUBDIVI-SION PLAT FOR SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21 **TOWNSHIP 7 SOUTH, RANGE** 4 EAST, RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUN-TY, ALABAMA; THENCE RUN SOUTH 00°21'14" WEST ALONG SAID CENTERLINE OF JUNIPER STREET A DIS-TANCE OF 30.15 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE RUN WEST A DISTANCE OF 30.00 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) ON THE **RIGHT-OF-WAY** WEST OF JUNIPER STREET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00°19'23" WEST ALONG SAID WEST RIGHT-OF-WAY A DIS-TANCE OF 389.36 FEET TO A 1/2" IRON REBAR WITH CAP (CA#512); THENCE LAVING SAID WEST RIGHT-OF-WAY SOUTH 89°56'09" WEST A DISTANCE OF 240.60 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 00°36'21" EAST A DISTANCE OF 152.29 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156); THENCE RUN NORTH 89°57'42" EAST A DISTANCE OF 75.01 FEET TO **IRON REBAR WITH** 5/8" CAP (CA#156); THENCE RUN NORTH 00°00'00" EAST A DISTANCE OF 236.59 FEET TO A 5/8" IRON REBAR WITH CAP (CA#156) LYING ON THE SOUTH RIGHT-OF-WAY OF BERRY AVENUE; THENCE RUN NORTH 89°45'23" EAST A DISTANCE OF 166.18 FEET TO THE POINT OF BEGIN-NING; SAID DESCRIBED PAR-CONTAINING 1.74 ACRES, MORE OR LESS.

(the "Subject Property")

SECTION 2. That, pursuant to Code of Alabama, Section 11-47-20 and applicable law, the Mayor and City Clerk of the City of Foley are hereby authorized and directed to execute, acknowledge, attest and deliver a Statutory Warranty Deed to the Baldwin County Commission for the Subject Property along with any other necessary documents to effectuate the conveyance of the Subject Property.

SECTION 3. That the officers of the City, or any one or more of them, are hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the City such other acts, and execute, deliver, file and record such other instruments, documents, certificates, and notifications, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this Ordinance, including any such documents as are required to (i) terminate the lease dated June 2, 1969 between the City and the Baldwin County Commission; (ii) convey title to the Subject Property; and (iii) create the cross-parking agreement be-tween the Subject Property and the land retained by the City of Foley which had previously been leased to the Baldwin County Commission.

SECTION 4. That any prior actions taken or agreements made or documents executed by any officers of the City in connection with the Baldwin County Commission and the transactions herein authorized and approved are hereby ratified, confirmed and approved.

SECTION 5. That this Ordinance shall take effect immediately after its publication as required by law, and all resolutions, ordinances, orders, or parts thereof in conflict or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, hereby repealed.

SECTION 6. The terms and provisions of this ordinance are severable. If any part or portion of this ordinance is declared invalid, void, or unconstitutional, that portion shall be deemed severed, and the remaining portions of the ordinance shall remain in full force and effect.

SECTION 7. All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

SECTION 8. This ordinance shall become effective upon its publication as required by law. required by law.

ADOPTED this 19th day of July, 2021.

/s/ J. Wayne Trawick, President /s/ Kathryn Taylor, MMC City Clerk /s/ Ralph G. Hellmich, Mayor July 30, 2021 NATE MARKER Campilate Easter