



407 E. Laurel Avenue
Foley, AL. 36535

City of Foley, AL

Signature Copy

Ordinance: 21-2019-ORD

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/15/2021 3:38 PM
TOTAL \$ 82.00
24 Pages

1951475



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 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.

(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.

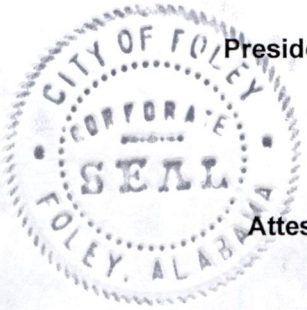
SECTION 5. That this Ordinance shall take effect immediately after its publication as required by law, and all resolutions, ordinances, orders, or parts thereof in conflict or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, hereby repealed.

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.



President's Signature

JW Frank

Date

7-19-21

Attest By City Clerk

Kathryn Taylor

Date

7-19-21

Mayor's Signature

Das Reed

Date

7-19-21

STATE OF ALABAMA

COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/15/2021 3:34 PM
TOTAL \$ 25.00
5 Pages

1951473



TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this "Agreement") is entered into as of the 5th 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

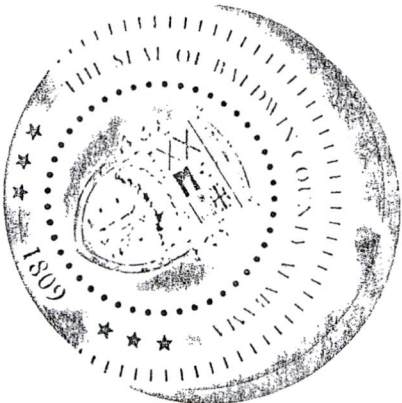


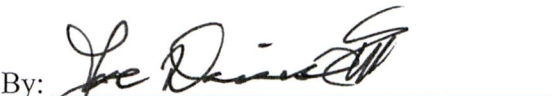
By: 
Ralph Hellmich
Its Mayor

ATTEST: 
Kathryn Taylor
City Clerk

LESSEE:

BALDWIN COUNTY



By: 
Name: Joe Davis, III
Title: Chairman

STATE OF ALABAMA

BALDWIN COUNTY

THIS LEASE AND AGREEMENT, made and entered into, in duplicate, on this the 2 day of June, 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 $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 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 feet to a point; thence run due West for a distance of 417.4 feet to a point; thence run due North for a distance of 417.4 feet 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 feet to the point of beginning. The above lot to contain 4.0 acres, more or less, and being in the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 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.

c. c. c.

FILED 304-420

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.

CITY OF FOLEY

By Henry W. Carson
Mayor

ATTEST:

Lillian M. Zell
Clerk

As "Lessor"

BALDWIN COUNTY

By John B. Hadley
Chairman of Board of Commissioners

ATTEST:

James H. ...
Secretary
Clerk C. Com -

As "Lessee"

STATE OF ALABAMA

BALDWIN COUNTY

I, Lillian M. Zell, a Notary Public in and for said County in said State, hereby certify that HENRY 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, acknowledged 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 on this the 2 day of June, 1969.

STATE OF ALABAMA
BALDWIN COUNTY

and that no fee was collected. Recorded by deed

and that this instrument was filed on JUN 12 1969

Lillian M. Zell
Notary Public, Baldwin County
State of Alabama

STATE OF ALABAMA

BALDWIN COUNTY

I, James H. ..., a Notary Public in and for said 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, acknowledged 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.

Given under my hand and Notarial Seal hereto affixed by me on this the 10 day of June, 1969.



James H. ...
Notary Public, Baldwin County
State of Alabama

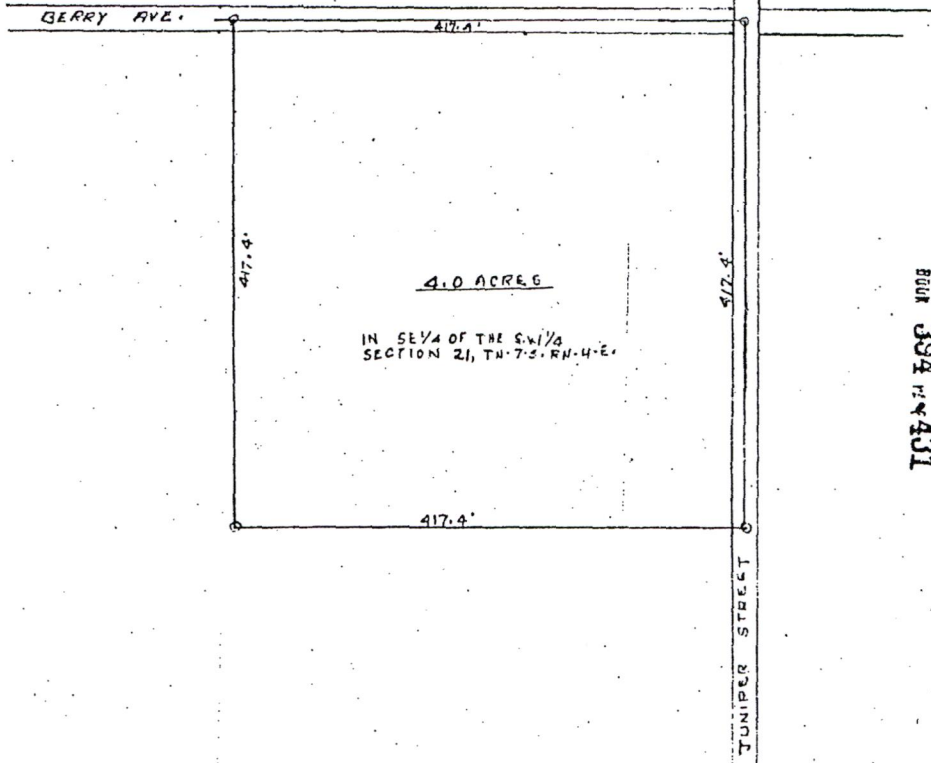
394 * 120

c.c.c.

SKETCH SHOWING LOCATION OF
LAND FOR A COUNTY BARN AND MAINTENANCE
HEADQUARTERS IN FOLEY AWA.

NE 1/4 OF THE SW 1/4
SECTION 21, T. 7-S. R. 14-E.

NW 1/4 OF THE
SE 1/4 OF SECTION
21, T. 7-S. R. 14-E.



BOOK 394 P. 431

1951474

RECIPROCAL EASEMENT AGREEMENT



5th This **RECIPROCAL EASEMENT AGREEMENT** (the "Agreement") is made this day of October 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.

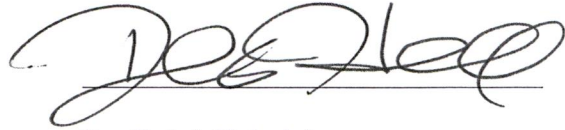
5. Governing Law. The laws of the State of Alabama shall govern the interpretation, validity, performance, and enforcement of this Agreement.

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.

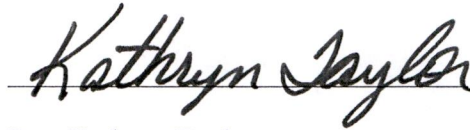
CITY OF FOLEY



By: Ralph Helmich

Its: Mayor

ATTEST:



By: Kathryn Taylor

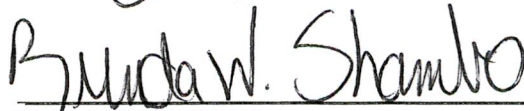
Its: City Clerk



STATE OF ALABAMA:
COUNTY OF BALDWIN:

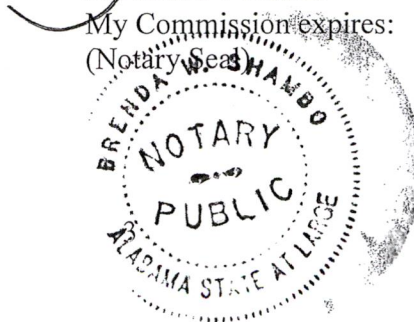
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RALPH HELMICH and KATHRYN TAYLOR, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument,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

Given under my hand and seal this 19th day of July, 2021.

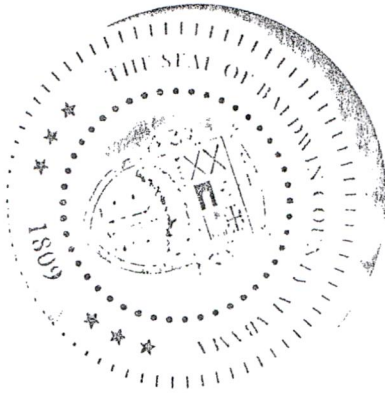


NOTARY PUBLIC

My Commission expires:
(Notary Seal)



My Commission Expires
April 28, 2024



BALDWIN COUNTY

By: Joe Davis, III
Name: Joe Davis, III
Title: Chairman

STATE OF ALABAMA
COUNTY OF ~~MOBILE~~
BALDWIN

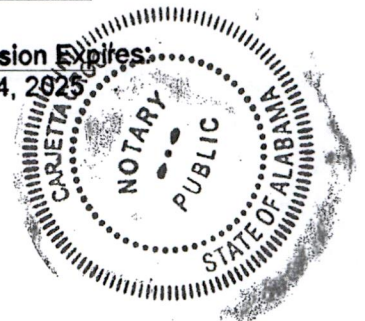
I, the undersigned Notary Public in said State, hereby certify that Joe Davis, III whose name as Chairman of Baldwin County, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer 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 5th day of October 2021.

Carjette Cull

Notary Public

My Commission expires My Commission Expires:
(NOTARY SEAL) July 14, 2025



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 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 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.



STATE OF ALABAMA
COUNTY OF BALDWIN

STATUTORY WARRANTY DEED

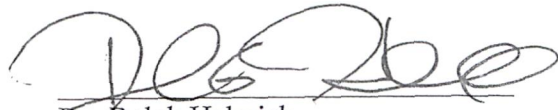
KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF FOLEY, an Alabama Municipal Corporation, (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration this day in hand paid to Grantor by BALDWIN COUNTY, a political subdivision 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 19th
day of July, 2021.

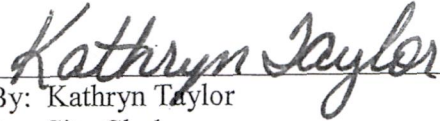
CITY OF FOLEY



By: Ralph Helmich
Its: Mayor



ATTEST:

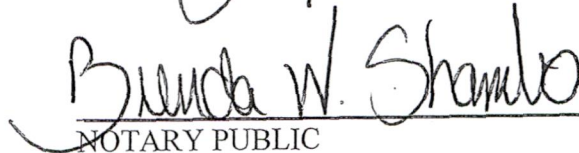


By: Kathryn Taylor
Its: City Clerk

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 19th day of July, 2021.



NOTARY PUBLIC

My Commission expires:
(Notary Seal)

My Commission Expires
April 28, 2024

GRANTEE'S ADDRESS:

312 Courthouse Sq. Suite 12
Bay Minette, AL 36507



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.

1949232



STATE OF ALABAMA
COUNTY OF BALDWIN

STATUTORY WARRANTY DEED

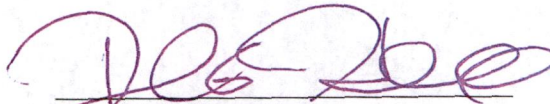
KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF FOLEY, an Alabama Municipal Corporation, (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration this day in hand paid to Grantor by BALDWIN COUNTY, a political subdivision 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 19th
day of July, 2021.

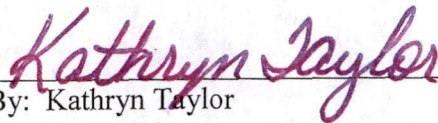
CITY OF FOLEY



By: Ralph Helmich
Its: Mayor



ATTEST:

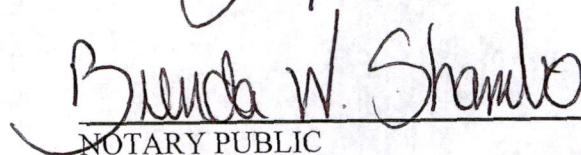


By: Kathryn Taylor
Its: City Clerk

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 19th day of July, 2021.



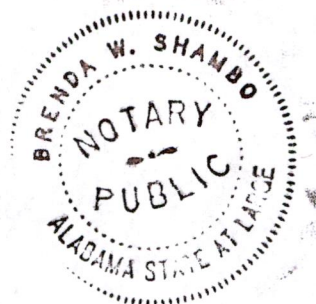
NOTARY PUBLIC

My Commission expires:
(Notary Seal)

My Commission Expires
April 28, 2024

GRANTEE'S ADDRESS:

312 Courthouse Sq. Suite 12
Bay Minette, AL 36507



THIS INSTRUMENT PREPARED BY:

CASEY PIPES

Helmsing, Leach, Herlong, Newman & Rouse, P.C.

Post Office Box 2767

Mobile, Alabama 36652

(251) 432-5521

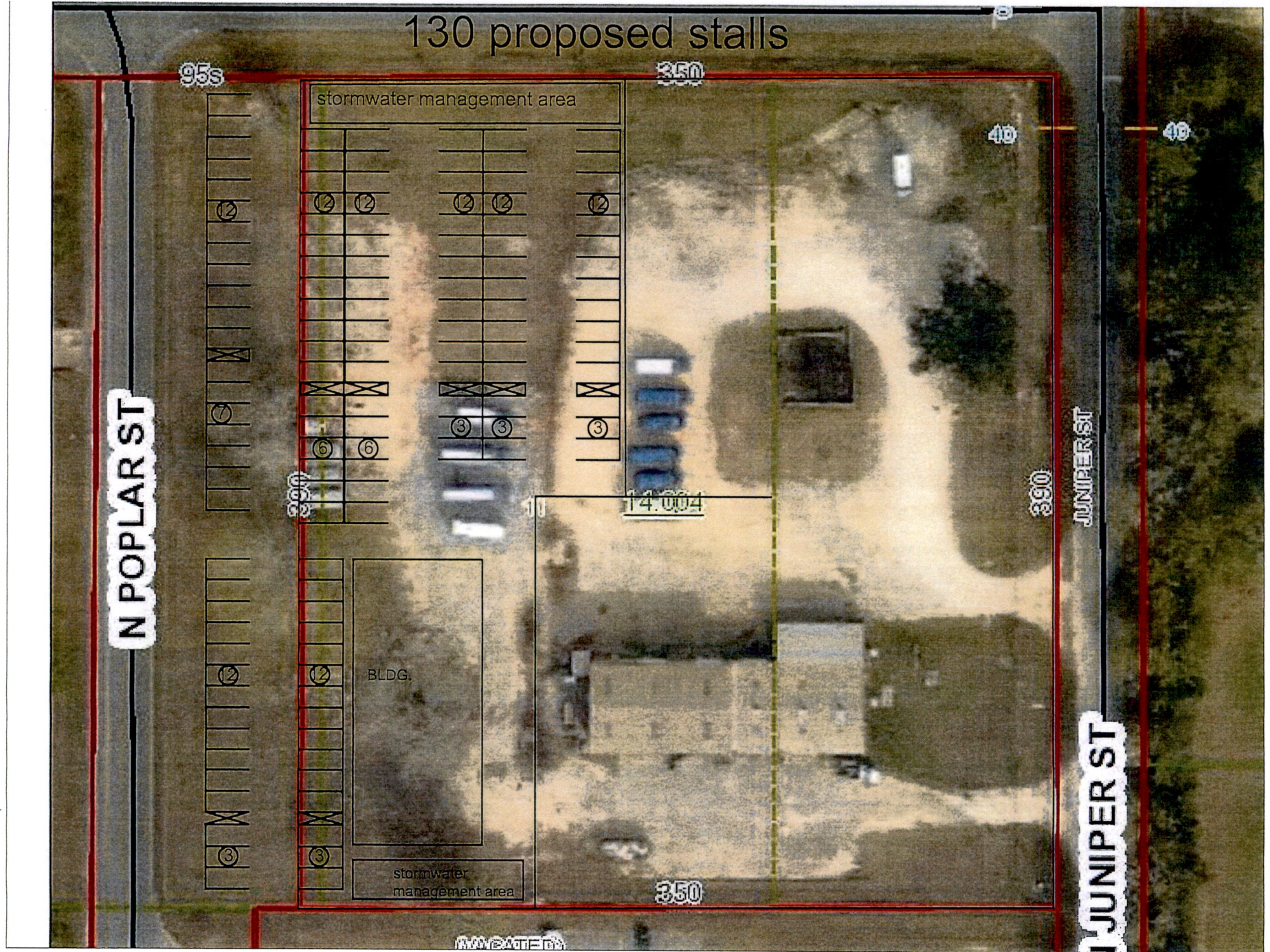
jcp@helmsinglaw.com

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130 proposed stalls



N POPLAR ST

955



Stormwater management area

stormwater management area

130 proposed stalls

14,004

350

350

390

410

JUNIPER ST

JUNIPER ST

410

GULF COAST MEDIA

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

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

LEGAL REP -
251-345-6805

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 The Courier, The Islander, The Onlooker, & 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 or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
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

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 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 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.

(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

GULF COAST MEDIA

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LEGAL REP -
251-345-6805

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 The Courier, The Islander, The Onlooker, & or The Baldwin Times 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.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
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

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 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:

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(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.

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