

STATE OF ALABAMA :
COUNTY OF BALDWIN :

PERMANENT INGRESS/EGRESS EASEMENT

(Lot 4, Sweet Magnolia Subdivision, Unit One)

KNOW ALL MEN BY THESE PRESENTS that, Walter Hendrix **OWNER(S)**, (hereinafter collectively referred to as "Grantor"), 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 the **CITY OF FOLEY**, an Alabama municipal corporation (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, and Grantee's successors and assigns, a permanent ingress/egress easement in, over, under, and across the following real property located in Baldwin County Alabama, to-wit:

A ten (10) foot-wide strip of land running along the entire northern boundary of Lot 4, Sweet Magnolia Subdivision, as recorded on Slides 1491-A, Baldwin County Probate Court records (intending to describe a 10 foot wide strip of land located on Lot 4 of said subdivision and hereinafter, the "Subject Property").

TO HAVE AND TO HOLD unto the Grantee and its successors and assigns FOREVER.

The rights, easement, and privileges hereby granted and conveyed shall be for the purposes of ingress, egress, and maintaining a ten (10) foot-wide strip along the northern portion of said Lot 4 for the purposes of accessing, and maintaining the existing drainage ditch along the northern boundary of said Lot 4. The rights hereby conveyed by the ten (10) foot-wide ingress/egress easement, parallel to the northern boundary of the Subject Property, shall be

permanent and perpetual. The Grantee's rights include the right to remove or damage, without liability to the Grantor and without being required to replace the same, any landscaping, fencing, or other improvements from the Subject Property, and Grantor shall be prohibited from installing or planting any such improvements or trees in the Subject Property.

Grantor and Grantee acknowledge the above-referenced subdivision plat and Boundary Survey, and except for these easements, Grantor covenants to and with Grantee that Grantor is lawfully seized of an indefeasible estate in fee simple in and to the easement area, that the same is free from any other encumbrances and liens, that Grantor has a good and lawful right to sell and convey same, that Grantor is in quiet and peaceful possession of same, and that Grantor shall, and Grantor's successors, heirs and assigns shall, forever warrant and defend the above-described easements and rights unto Grantee, and the successors and assigns of Grantee, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 29th day of NOVEMBER, 2012.

GRANTOR(S):



Walter Hendrix

STATE OF ALABAMA)
COUNTY OF BALDWIN)

(SEAL)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Walter Hendrix, whose name 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, she executed the same voluntarily on the date shown above.

GIVEN under my hand this the 29 day of November, 2012.

(SEAL)

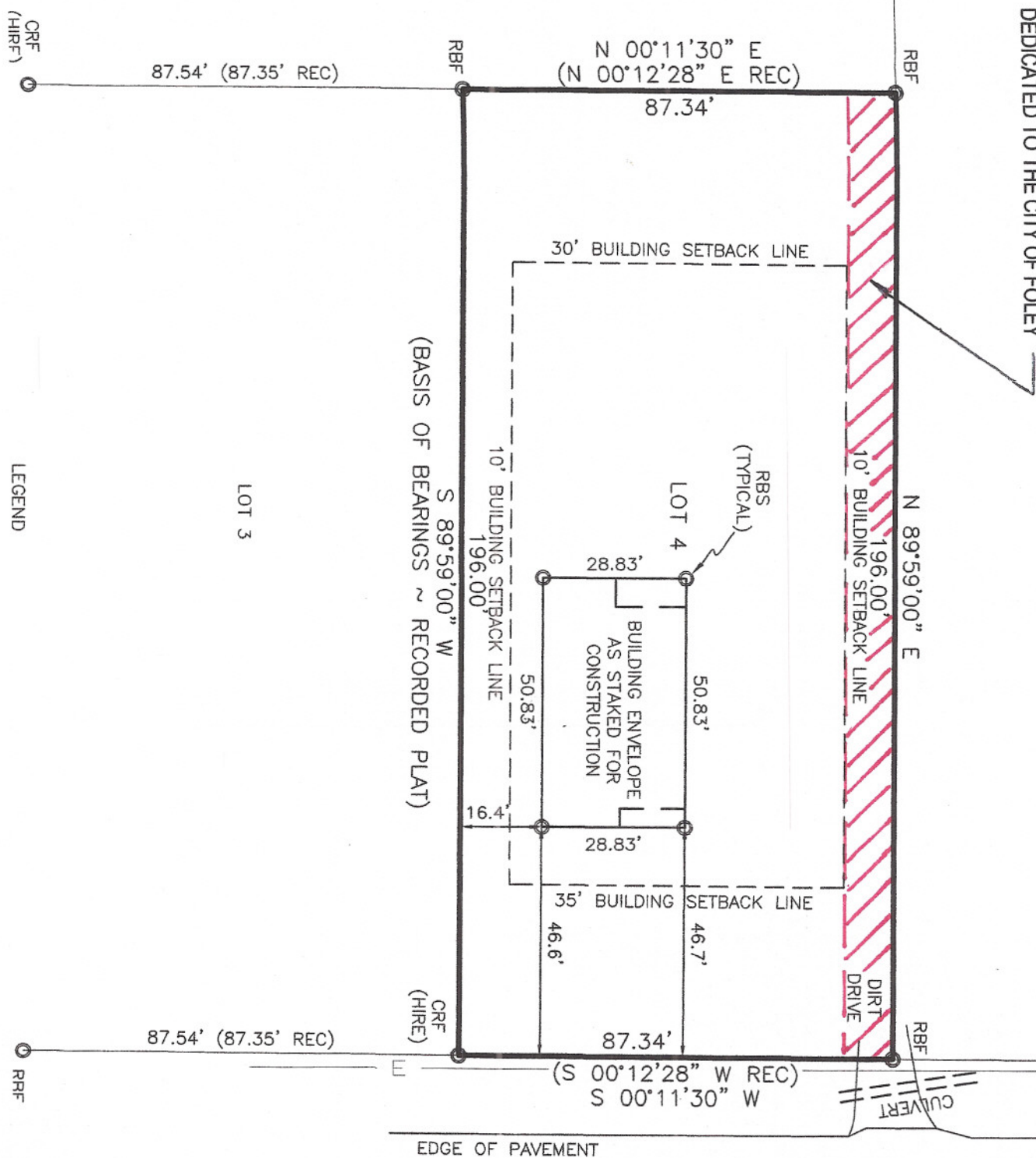
Rosemary Harris
NOTARY PUBLIC

My Commission Expires: My Commission
Expires 06/10/2013

GRANTEE'S ADDRESS:

City of Foley
P.O. Drawer 1750
Foley, AL 36536

10' INGRESS/EGRESS EASEMENT -
DEDICATED TO THE CITY OF FOLEY



JUNIPER STREET 60' REC R/W

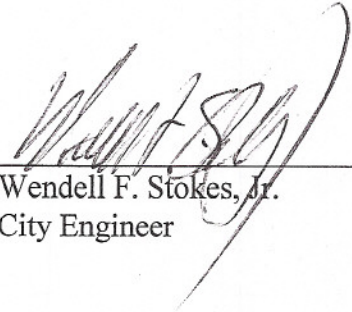


CITY OF FOLEY • ENGINEERING DEPARTMENT
200 NORTH ALSTON STREET • POST OFFICE BOX 1750
FOLEY, ALABAMA 36356
TEL: (251) 970-1104 • FAX: (251) 970-2398

November 29, 2012

To Whom it Concerns:

The City of Foley, through its Public Works Department and Engineering Department, agrees to provide and install storm drain for two Habitat for Humanity lots located on Juniper Street in exchange for a 10-foot wide ingress/egress easement along the north boundary of Lot 4, Sweet Magnolia Subdivision, Unit 1. It is understood that the City needs the ingress/egress easement in order to maintain and cut grass along the south side of an existing ditch. It is further understood that the exchange of providing and installing said storm drain pipe for an ingress/egress easement is subject to the approval of the City of Foley City Council. It is further understood and agreed that if the City Council does not agree with the exchange, then the full agreement shall be null and void and there would be no encumbrance on Lot and the Habitat for Humanity would be responsible for purchasing the storm drain pipe required on Juniper Street but would not be responsible for any installation charges.



Wendell F. Stokes, Jr.
City Engineer