

STATE OF ALABAMA

COUNTY OF BALDWIN

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 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: _____
Title: _____

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
129

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

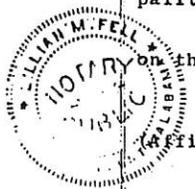
ATTEST:
[Signature]
Secretary
Clerk - C. C. -

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 this the 2 day of JUNE, 1969.

STATE OF ALABAMA
BALDWIN COUNTY
I certify that this instrument was filed on Lillian M. Zell
Notary Public, Baldwin County
State of Alabama

JUN 12 1969 [Stamp]

STATE OF ALABAMA

BALDWIN COUNTY

I, George Humphries, 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 this the 10th day of JUNE, 1969.



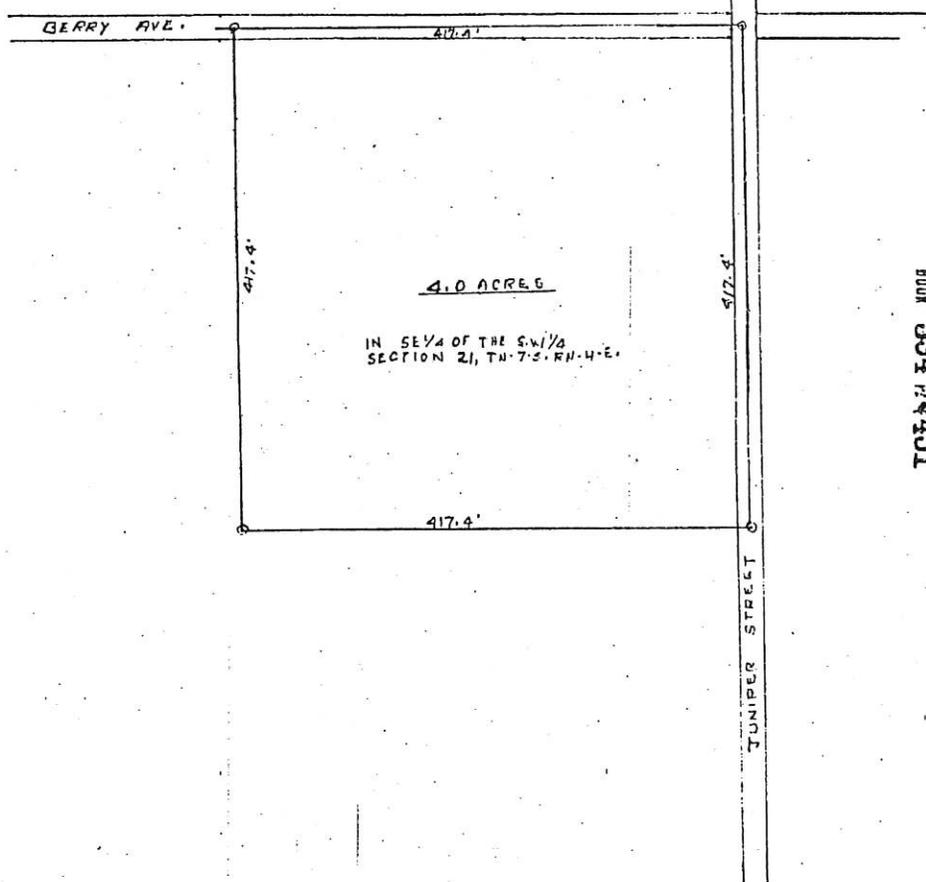
[Signature]
Notary Public, Baldwin County
State of Alabama

REC-301-131

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

NE 1/4 OF THE SW 1/4
SECTION 21, T4N-7S-R4E

NW 1/4 OF THE
SE 1/4 OF SECTION
21, T4N-7S-R4E



4.0 ACRES

IN SE 1/4 OF THE SW 1/4
SECTION 21, T4N-7S-R4E

BERRY AVE.

401.1'

417.4'

417.4'

5/21'

JUNIPER STREET

BLK 394
431