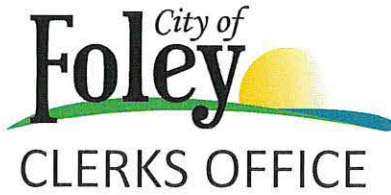


407 E. Laurel Avenue
P.O. Box 1750
Foley, AL 36536
251-943-1545
Fax (251-952-4014)



Kathryn A. Taylor
CITY CLERK
ktaylor@cityoffoley.org

October 8, 2024

Baldwin County Commission
ATTN: Anu Gary
312 Courthouse Square, Suite 12
Bay Minette, AL. 36507



RE: Corrected Deed

Dear Anu,

Enclosed is the corrected deed and a copy of Ordinance 24-2031-ORD. This is to correct the conveyance of property from the City of Foley to Baldwin County located at the north northwest corner of North Poplar Street and East Berry Avenue for the purpose of a barn and maintenance headquarters of the Baldwin County Highway Department. Once fully executed and recorded, please send me a copy for our records.

Thank you,

A handwritten signature in blue ink that reads "Kathryn Taylor".

Kathryn Taylor, MMC
City Clerk

This Instrument
Prepared By:



407 E. Laurel Avenue
Foley, AL 36535

City of Foley, AL

Signature Copy

Ordinance: 24-2032-ORD

File Number: 24-0582

Enactment Number: 24-2032-ORD

An Ordinance Approving A Deed Correction For the Conveyance of Property to Baldwin County

WHEREAS, on June 2, 1969, the City of Foley and the Baldwin County Commission entered into a long-term lease agreement (99 years) for PPIN# 64600 located at the northwest corner of North Poplar Street and East Berry Avenue for the purpose of a barn and maintenance headquarters of the Baldwin County Highway Department and other related uses, and

WHEREAS, this location has been selected for the First Responders Safe Room, and

WHEREAS, the City desired to convey the east half of the Parcel to Baldwin County for the continued use of a barn and maintenance headquarters and the west half of the parcel will be the First Responders Safe Room site, and

WHEREAS, on July 19, 2021, the Foley City Council adopted Ordinance 21-2019, which terminated the lease and approved the sale and parking agreement with Baldwin County, and

WHEREAS, the City of Foley delivered a Statutory Warranty Deed to the Baldwin County Commission dated July 19, 2021, and recorded at the Baldwin County Judge of Probate under Instrument Number 1949232, and

WHEREAS, a slight error in the legal description for Exhibit A of the property intended to be conveyed was subsequently discovered, and

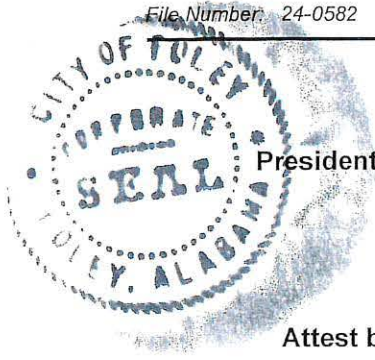
WHEREAS, the legal description erroneously described the property being conveyed as Lot 1 of the Replat of a Portion of Lots 10, 11 & 12 of the Summit Addition to Foley and Exhibit A should be corrected to describe Lot 2.

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Foley, Alabama, on this the 7th day of October, 2024 as follows:

SECTION 1: Approves the corrected deed to describe the property being conveyed as Lot 2 of the Replat of a Portion of Lots 10, 11 & 12 of the Summit Addition to Foley.

SECTION 2: That this Ordinance shall become effective immediately upon its publication as required by law.

PASSED, APPROVED AND ADOPTED this 7th day of October 2024.



President's Signature J.W. Frank

Date 10-7-24

Attest by City Clerk Kathryn Taylor

Date 10-7-24

Mayor Signature Joe Zbe

Date 10/7/24

STATE OF ALABAMA
COUNTY OF BALDWIN

CORRECTION DEED

(Correcting Instrument Number 1949232)

This Correction Deed (“Correction Deed”) is made this 7th day of October, 2024 by and between the CITY OF FOLEY, an Alabama Municipal Corporation (hereinafter “Grantor” or “City”) and BALDWIN COUNTY, a political subdivision of the State of Alabama (hereinafter “Grantee” or “County”):

WITNESSETH:

WHEREAS, by means of a Statutory Warranty Deed dated July 19, 2021, and recorded at **Instrument Number 1949232**, in the records of the office of the Judge of Probate, Baldwin County, Alabama (the “Original Deed”), Grantor conveyed to Grantee real property situated in the County of Baldwin, State of Alabama; and

WHEREAS, the Original Deed erroneously described the real property being conveyed as being, “Lot 1” of the Replat of a Portion of Lots 10, 11 & 12 of the Summit Addition to Foley as recorded on Slide 2795-A, Instrument Number 1939104 in the records of the office of the Judge of Probate, Baldwin County, Alabama (hereinafter “Lot 1”); and

WHEREAS, the Grantor and Grantee both intended for the Original Deed to instead convey “Lot 2” of the Replat of a Portion of Lots 10, 11 & 12 of the Summit Addition to Foley as recorded on Slide 2795-A, Instrument Number 1939104 in the records of the office of the Judge of Probate, Baldwin County, Alabama (hereinafter, “Lot 2”); and

WHEREAS, the Grantor’s and Grantee’s original intent can be seen through the contemporaneously executed Reciprocal Easement Agreement between the parties and recorded

to which reference is hereinbelow made, unto the said Grantee, and the successors and assigns of the Grantee, FOREVER.

Said 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.

FURTHER, KNOW ALL MEN BY THESE PRESENTS THAT BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, for and in consideration of the premises, the sufficiency of which is hereby acknowledged, does hereby, subject to the reservation of its rights under the Reciprocal Easement Agreement, REMISE, RELEASE, QUITCLAIM, and CONVEY, without warranty of title, to the CITY OF FOLEY, an Alabama Municipal Corporation, all of its right, title, interest and claim in or to the real property in the County of Baldwin, State of Alabama, described as follows, to-wit:

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, Slide 2795-A, Instrument Number 1939104 in the records of the office of the Judge of Probate, Baldwin County, Alabama.

TOGETHER WITH ALL AND SINGULAR the rights, tenements, hereditaments, privileges, easements and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the same unto the said Grantee in fee simple forever.

Baldwin County's quit claim the City of Foley of said Lot 1 is made SUBJECT TO and with Baldwin County RESERVING is rights under the Reciprocal Easement Agreement.

IN WITNESS WHEREOF, the City and the County hereby execute this Correction Deed effective on the 7th day of October, 2024.



GRANTOR:
CITY OF FOLEY, a Municipal Corporation

A handwritten signature in blue ink, appearing to read "Ralph Helmich", written over a horizontal line.

By: Ralph Helmich
Its: Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Kathryn Taylor", written over a horizontal line.

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 8th day of Oct., 2024.

A handwritten signature in blue ink, appearing to read "Kelly O'Donnell", written over a horizontal line.

NOTARY PUBLIC
My Commission expires:
(Notary Seal)

GRANTEE:

BALDWIN COUNTY, a political
subdivision of the State of Alabama

By: _____
Its: _____

ATTEST:

By: _____
Its: County Administrator

STATE OF ALABAMA:
COUNTY OF BALDWIN:

I, _____, a Notary Public, in and for said County in said State,
hereby certify that _____, whose name as _____
of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and
_____, whose name as County Administrator, 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, as such officers and with full authority,
executed the same voluntarily for and as the act of said political subdivision .

Given under my hand and seal this ____ day of _____, 2024.

NOTARY PUBLIC
My Commission expires:
(Notary Seal)