

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. G. C.

334-429

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

As "Lessor"

ATTEST:

Lillian M. Fell  
Clerk

BALDWIN COUNTY

By John B. Hadley  
Chairman of Board of Commissioners

As "Lessee"

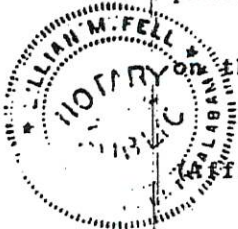
ATTEST:

John B. Hadley  
Secretary  
Clerk - C. C. M. -

STATE OF ALABAMA

BALDWIN COUNTY

I, Lillian M. Fell, 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

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

JUN 12 1969

STATE OF ALABAMA

BALDWIN COUNTY

I, John B. Hadley, 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.



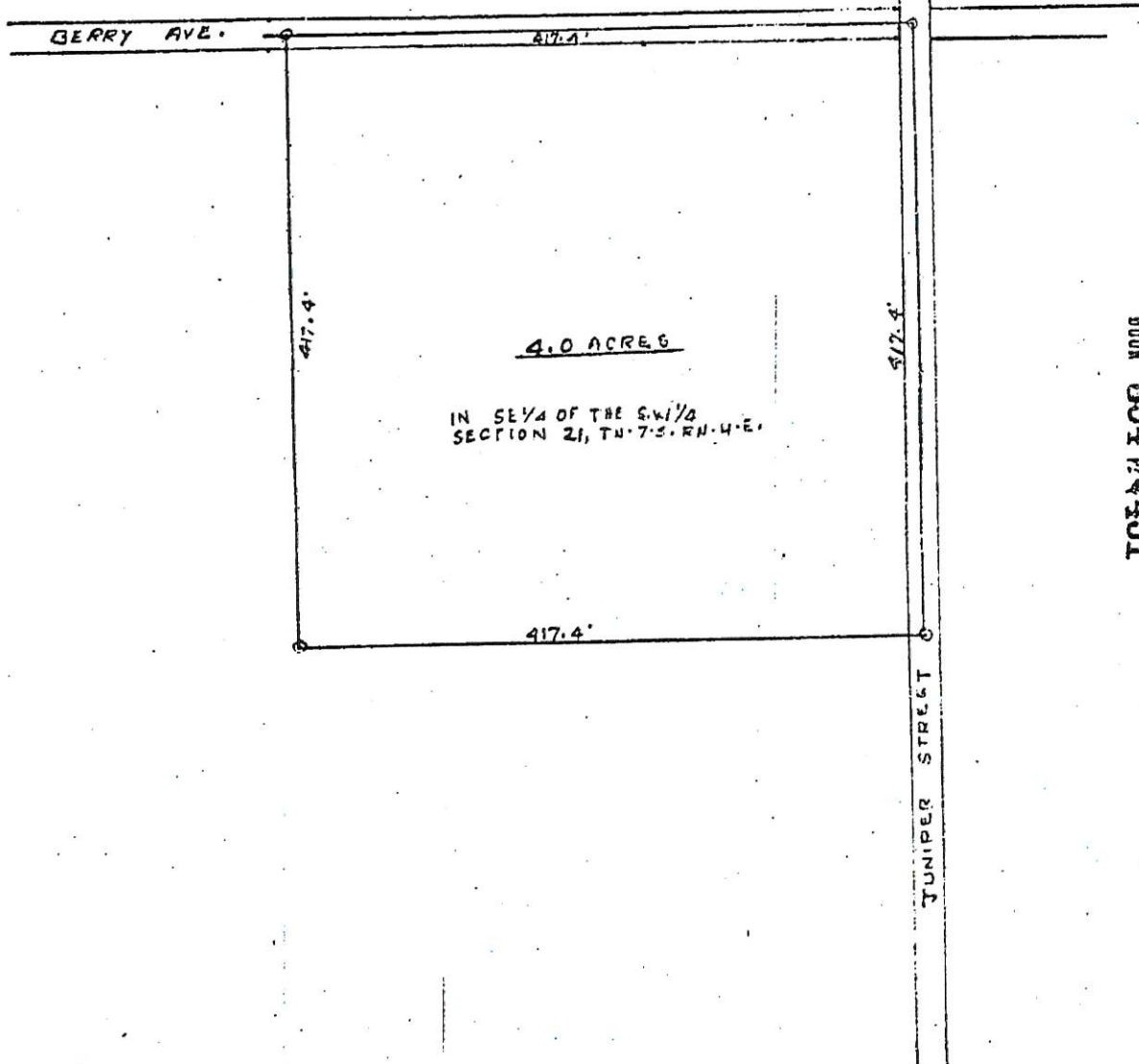
John B. Hadley  
Notary Public, Baldwin County  
State of Alabama



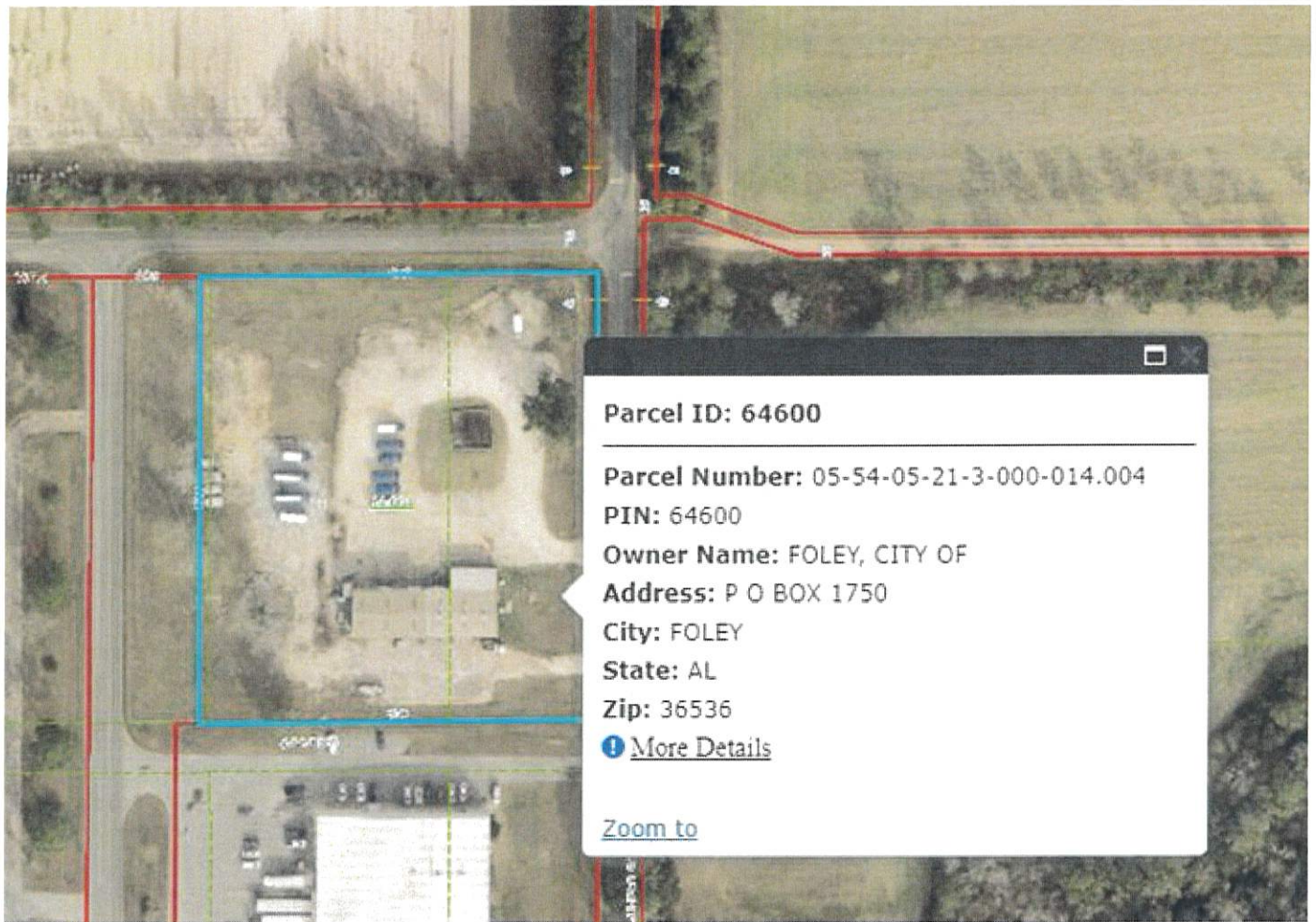
SKETCH SHOWING LOCATION OF  
LAND FOR A COUNTY BARN AND MAINTENANCE  
HEADQUARTERS IN FOLEY AWA.

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

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



BORN  
394  
431



Matthew Brown  
Director of Transportation  
Baldwin Regional Area Transit System  
Baldwin County Commission  
o: 251-972-8576  
c: 251-421-0423  
[www.baldwincountyal.gov](http://www.baldwincountyal.gov)



## Baldwin County Judge of Probate

# Deeds & Records Link

## BALDWIN COUNTY, AL

Today's Date 2/ 4/2021

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### LEASE

**DATE FILED:** 6/12/1969  
**INSTRUMENT DATE:** 6/ 2/1969  
**DEED BOOK:** R D 0394 **DEED PAGE:** 0000429  
**INSTRUMENT NUMBER:** 8057310  
**VALUE** \*NA\* **DOWN PAYMENT** \*NA\*  
**MINERAL ACRES** \*NA\* **LOTS** \*NA\*  
**FILED BY:** \*NA\*  
**Grantor:** CITY OF FOLEY  
**Grantee:** BALDWIN COUNTY

### LEGALS

<u>S/T/R</u>	<u>Subdivision</u>	<u>Block</u>	<u>Lots</u>
21-07S-04E			

### REFERENCES

<u>INSTRUMENT</u>	<u>BOOK</u>	<u>PAGE</u>	<u>TYPE</u>	<u>DATE</u>
<b>NO REFERENCES</b>				

### DOCUMENTS

<u>DESCRIPTION</u>	<u>NUMBER OF PAGES</u>	<u>PRICE</u>
<a href="#">TIF PDF</a> LEASE	3	\$ 0.00

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