

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (the "Agreement") is made this _____ day of _____, 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.

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.

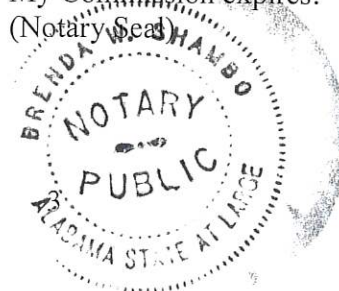
Given under my hand and seal this 19th day of July, 2021.



NOTARY PUBLIC

My Commission expires:
(Notary Seal)

My Commission Expires
April 28, 2024



BALDWIN COUNTY

By: _____
Name: _____
Title: _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in said State, hereby certify that _____
whose name as _____ 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 ____ day of _____, 2021.

Notary Public
My Commission expires: _____
(NOTARY SEAL)

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.

GMC
GOODWYN MILLS SAWOOD LLC

130 proposed stalls

