



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT: 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

October 5, 2021

The Honorable Ralph Hellmich, Mayor
City of Foley
407 E. Laurel Avenue
Foley, Alabama 36535
Attn: Michael Thompson, City Administrator

RE: Baldwin Regional Area Transit System Hub Property Located in Foley, Alabama - Termination of Lease Agreement, Acceptance of Property from City of Foley and Reciprocal Easement Agreement

Dear Mayor Hellmich:

The Baldwin County Commission, during its regularly scheduled meeting held on October 5, 2021, and as related to the BRATS Hub Property located in Foley, Alabama, took the following actions:

- 1) Accepted the subject property from the City of Foley and make the *Statutory Warranty Deed* a part of the record; and
- 2) Approved the *Termination of Lease Agreement* between the City of Foley and the Baldwin County Commission originally entered into June 2, 1969, for the property leased by the County and used as a BRATS Hub (between N. Poplar Street and Juniper Street) in Foley, Alabama, said termination to be effective on October 5, 2021; and
- 3) Authorized me, as Chairman, to execute a *Reciprocal Easement Agreement* between the City of Foley and the Baldwin County Commission, which allows either party to park vehicles on the other party's portion of the subdivided property and walk between the parcels. The *Agreement* became effective on October 5, 2021.

The City of Foley will allow the County to utilize the City's safe room building for training purposes and meetings when the space is not reserved for City use or during emergencies.

Enclosed is a **fully executed copy** of the recorded *Statutory Warranty Deed* for your file. Also enclosed is the **fully executed original** *Termination of Lease Agreement and Reciprocal Easement Agreement* for your files.

Mayor Ralph Hellmich
October 5, 2021
Page 2 of 2

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Wayne Dyess, County Administrator, at (251) 580-2550.

Sincerely,



JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BA8

cc: Wayne Dyess
Ann Simpson
Cian Harrison
Ron Cink
Wanda Gautney
Junius Long
Madison Steele

ENCLOSURE(S)

STATE OF ALABAMA

COUNTY OF BALDWIN

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this "Agreement") is entered into as of the 5th day of October, 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

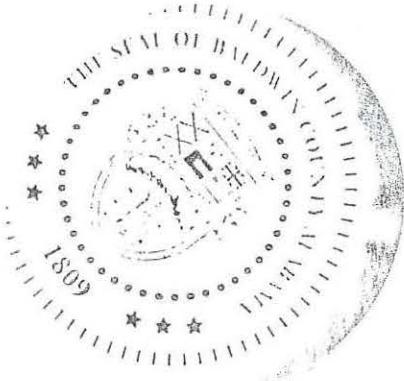



By: 
Ralph Hellmich
Its Mayor

ATTEST: 
Kathryn Taylor
City Clerk

LESSEE:

BALDWIN COUNTY



By: 
Name: Joe Davis, III
Title: Chairman

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.

EX-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:

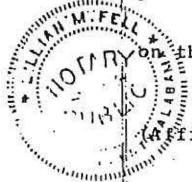
[Signature]
Secretary
Clerk - C. Com -

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 on 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
not
deed

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.



[Signature]
Notary Public, Baldwin County
State of Alabama

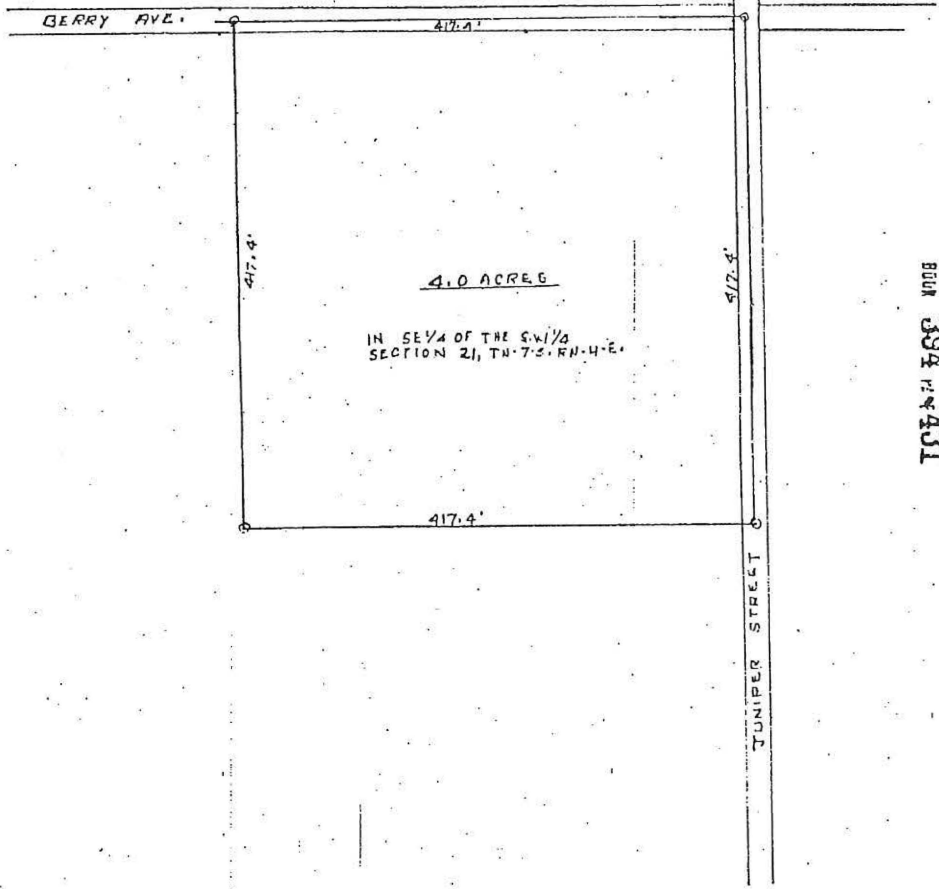
REC-304-130

c.c.c.

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. 14-E

NW 1/4 OF THE
SE 1/4 OF SECTION
21, T. 7-S, R. 14-E



4.0 ACRES

IN SE 1/4 OF THE SW 1/4
SECTION 21, T. 7-S, R. 14-E.

BOOK
394
PAGE
431

RECIPROCAL EASEMENT AGREEMENT

5th This **RECIPROCAL EASEMENT AGREEMENT** (the "Agreement") is made this day of October 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.

4. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

5. Governing Law. The laws of the State of Alabama shall govern the interpretation, validity, performance, and enforcement of this Agreement.

6. Covenant Running with the Land. The rights, agreements, duties, obligations and easements set forth in this Agreement shall be deemed to be covenants running with the land, which rights, agreements, duties, obligations and easements shall remain in full force and effect and be binding upon the owner of each tract and its successors-in-title. The fee owner of each tract may grant the benefit of any easement contained herein to the tenants and other occupants of the tracts for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof, but such grant is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the tracts.

[Signatures Commence on the Following Page]

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.

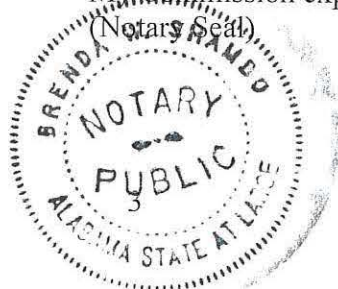
Given under my hand and seal this 19th day of July, 2021.

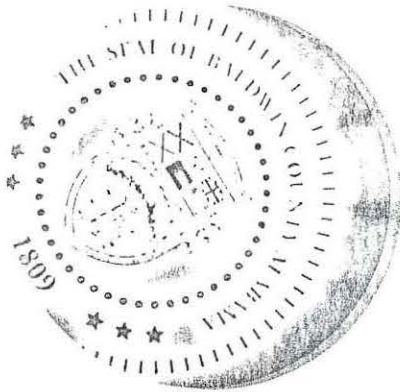
NOTARY PUBLIC

My Commission expires:

(Notary Seal)

My Commission Expires
April 28, 2024





BALDWIN COUNTY

By: *Joe Davis III*
Name: Joe Davis, III
Title: Chairman

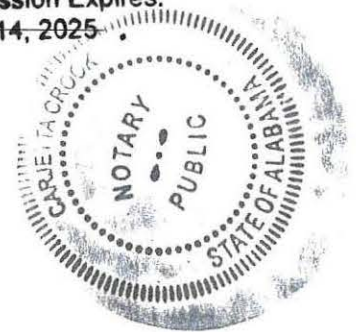
STATE OF ALABAMA
COUNTY OF ~~MOBILE~~
Baldwin

I, the undersigned Notary Public in said State, hereby certify that Joe Davis, III whose name as Chairman 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 5th day of October 2021.

Cayetta Cruz

Notary Public
My Commission expires: My Commission Expires: July 14, 2025
(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

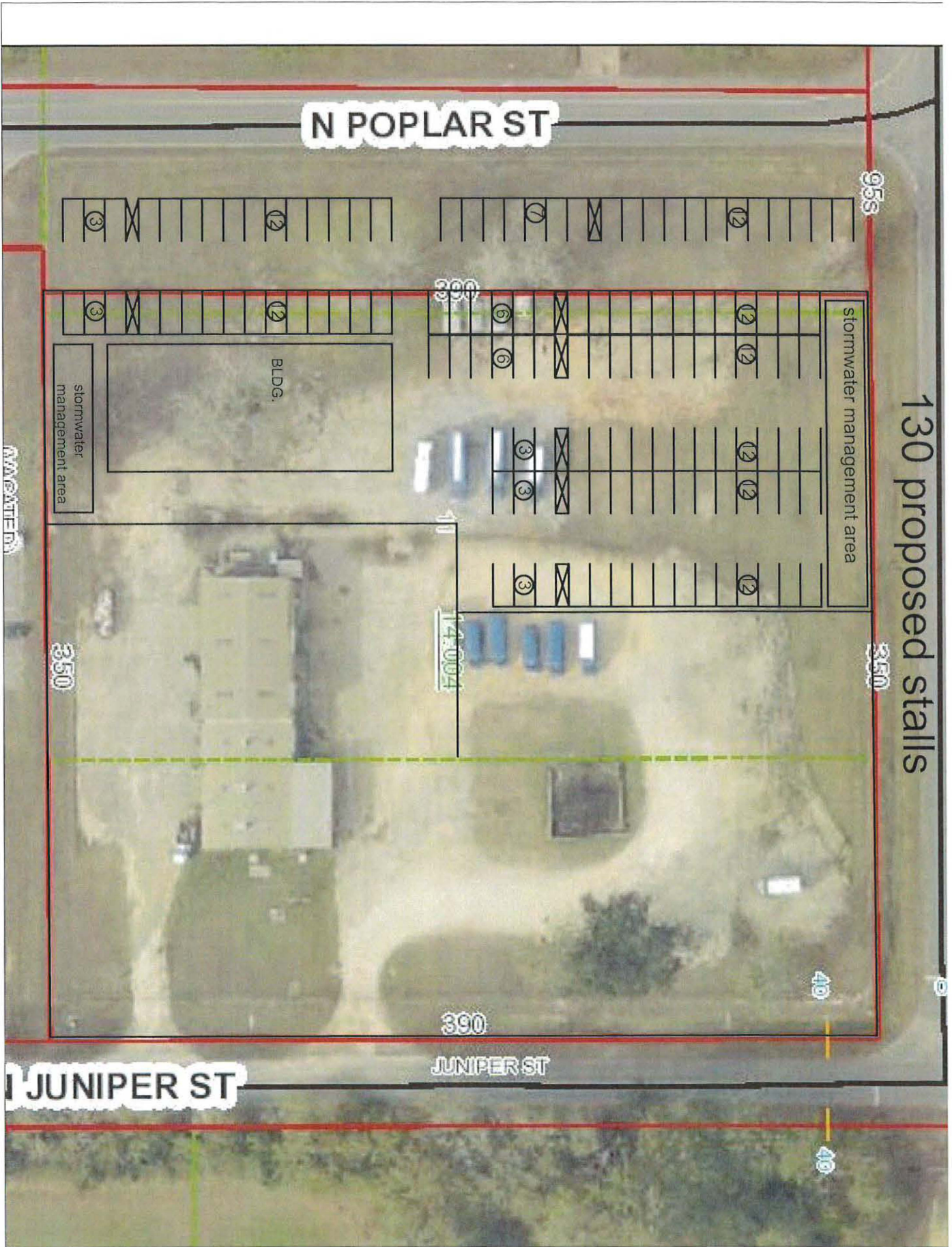
LOT 1 OF THE REPLAT OF A PORTION OF LOTS 10, 11 & 12 OF THE SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, AS SHOWN ON PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 30 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; 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.



N POPLAR ST

130 proposed stalls

stormwater management area

stormwater management area

BLDG.

955

350

410

410

390

JUNIPER ST

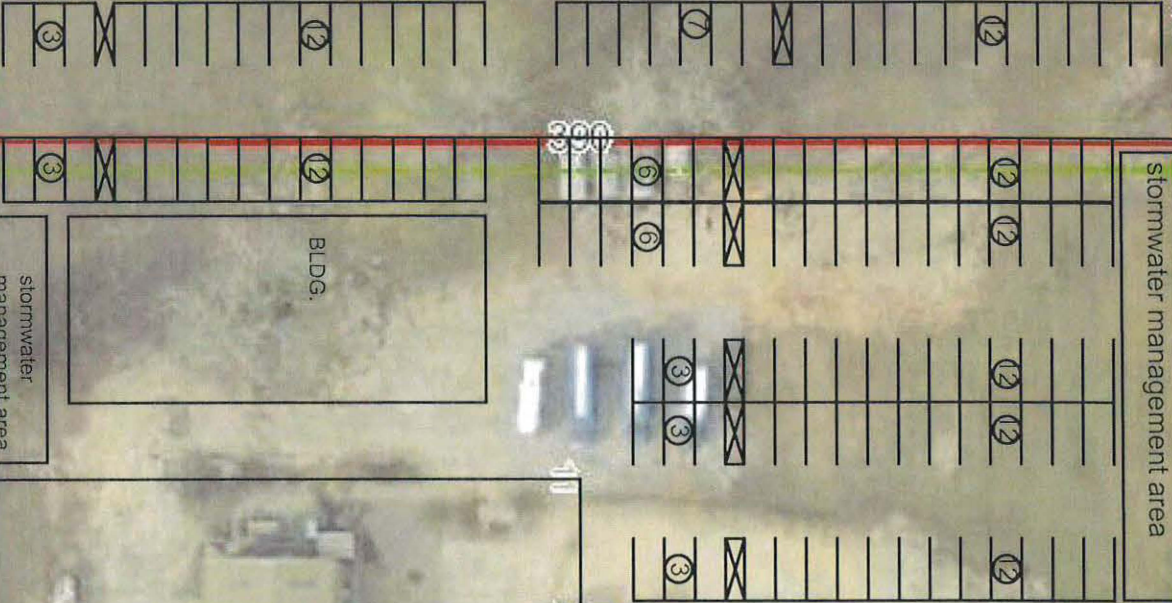
AMGATED

350

14,004

11

390



1949232



STATE OF ALABAMA
COUNTY OF BALDWIN

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF FOLEY, an Alabama Municipal Corporation, (hereinafter called "Grantor"), for and 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 BALDWIN COUNTY, a political subdivision of the State of Alabama (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does, subject to all matters and exceptions hereinafter mentioned, hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, and to the successors and assigns of said Grantee, all of Grantor's interest in and to that real property in the County of Baldwin, State of Alabama, described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however to the matters and exceptions to which reference is hereinbelow made, unto the said Grantee, and the successors and assigns of the Grantee, FOREVER.

The 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.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on this the 19th
day of July, 2021.

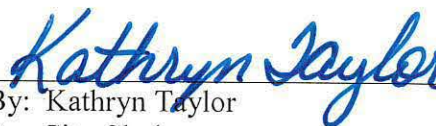
CITY OF FOLEY



By: Ralph Helmich
Its: Mayor



ATTEST:

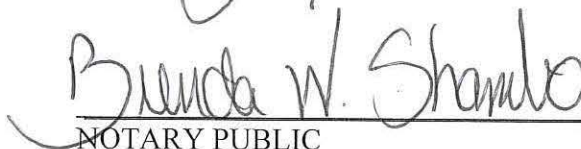


By: Kathryn Taylor
Its: City Clerk

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

GRANTEE'S ADDRESS:

312 Courthouse Sq. Suite 12
Bay Minette, AL 36507



THIS INSTRUMENT PREPARED BY:

CASEY PIPES

Helmsing, Leach, Herlong, Newman & Rouse, P.C.

Post Office Box 2767

Mobile, Alabama 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:

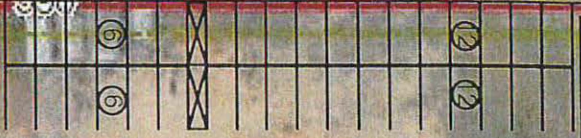
COMMENCING FROM A 3/4" CRIMPED TOP IRON PIPE AT THE RIGHT-OF-WAY CENTERLINE INTERSECTION OF JUNIPER STREET AND BERRY AVENUE (STREET) AS SHOWN ON THE SUBDIVISION PLAT FOR SUMMIT ADDITION TO FOLEY, A DIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 SOUTH, RANGE 4 EAST, RECORDED 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.

N POPLAR ST

955



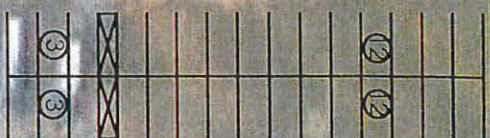
390



stormwater management area



stormwater management area



850

850

14,004



49

390

JUNIPER ST

JUNIPER ST

49

130 proposed stalls