

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2021-66**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LAND EXCHANGE AGREEMENT WITH TARGET CORPORATION TO CONVEY CERTAIN MUNICIPAL PROPERTY IN EXCHANGE FOR CERTAIN REAL PROPERTY NEEDED FOR RIGHT-OF-WAY ACQUISITION RELATED TO THE LAVENDER LANE PROJECT

WHEREAS, the City of Daphne, in conjunction with the Alabama Department of Transportation, has proposed a roadway extension project for Lavender Lane on the east side of Highway 98, just north of the Daphne Justice Center (the "Project"); and

WHEREAS, a certain portion of real property owned by Target Corporation ("Target") containing approximately 0.34 ± acres (the "Roadway Parcel") must be acquired by the City in order to complete the Project; and

WHEREAS, as consideration for Target's conveyance to the City of the Roadway Parcel, the City wishes to convey to Target the following described portion of real property containing approximately 0.01 ± acres (the "Sign Parcel") which will enable Target to remove its existing monument sign perpendicular to Highway 98 and install a new freestanding monument sign near the intersection of Lavender Lane with Highway 98; and

WHEREAS, there being no monetary compensation in connection with the proposed conveyances of property, the City and Target wish to enter into a Land Exchange Agreement to memorialize the terms agreed upon therein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, as follows:

1. It is hereby established and declared that the following described real property of the City of Daphne, Alabama, is no longer needed for public or municipal purposes, to wit:


BEGINNING AT THE SOUTHERNMOST WESTERN CORNER OF LOT 1, BAKER SUBDIVISION, AS SHOWN IN MAP OR PLAT, RECORDED IN SLIDE 1912-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; RUN THENCE NORTH 89° 49' 14" WEST, ALONG THE SOUTH LINE OF LOT 3B, BAKER SUBDIVISION A RESUBDIVISION OF LOT 3, AS SHOWN IN MAP OR PLAT, RECORDED IN SLIDE 1970-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 250.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 98; THENCE RUN SOUTH 00° 14' 12" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 195.54 FEET; THENCE RUN NORTH 89° 45' 48" EAST, DEPARTING SAID EAST RIGHT-OF-WAY, A DISTANCE OF 11.00 FEET; THENCE RUN NORTH 00° 14' 12" WEST, A DISTANCE OF 8.51 FEET; THENCE RUN SOUTH 89° 45' 48" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00° 14' 12" WEST, ALONG A LINE PARALLEL TO THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY 98, A DISTANCE OF 186.02 FEET; THENCE RUN SOUTH 89° 49' 14" EAST, A DISTANCE OF 250.00 FEET; THENCE RUN NORTH 00° 43' 53" EAST, A DISTANCE OF 1.00 FOOT TO A POINT ON THE SOUTH LINE OF LOT 1 OF THE AFOREMENTIONED BAKER SUBDIVISION; THENCE RUN NORTH 89° 49' 14" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1.00 FOOT TO THE POINT OF BEGINNING. TRACT CONTAINS 0.01 ± ACRES.

2. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Daphne, a statutory warranty deed, a copy of which shall be

on file in the office of the City Clerk, whereby the City shall convey the premises described in Section 1 hereof to Target Corporation for and in consideration of Target's conveyance of the Roadway Parcel to the City.

3. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Daphne, the Land Exchange Agreement in the form attached hereto as Exhibit 1, and the Mayor is further authorized to execute any and all other documents and instruments reasonably necessary to complete the exchange of real property contemplated in the Land Exchange Agreement as requested by Target and approved by the City Attorney.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 20th DAY OF December, 2021.



Robin LeJeune, Mayor

ATTEST:


Candace G. Antinarella, CMC, City Clerk

EXHIBIT 1
FORM OF LAND EXCHANGE AGREEMENT

(attached)

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (this "Agreement") is dated as of the 21st day of December, 2021 (the "Effective Date"), by and between TARGET CORPORATION, a Minnesota corporation ("Target") and the CITY OF DAPHNE, an Alabama municipal corporation (the "City"). Target and the City are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Target is the fee owner of the Target parcel (the "Target Parcel") depicted on the site plan attached as Exhibit A to this Agreement (the "Site Plan"); and

WHEREAS, the City desires to construct a roadway as proposed in the plans attached to this Agreement as Exhibit B (the "Roadway Plans"), and a portion of such roadway is located within the Target Parcel; and

WHEREAS, in connection with the Roadway Plans, Target and the City have agreed to a land swap whereby Target will convey a portion of the Target Parcel to the City for public use (the "Roadway Transfer") depicted on the Site Plan as the "Roadway Parcel"; and described in Exhibit C to this Agreement; and

WHEREAS, as consideration for Target's conveyance of the Roadway Parcel to the City, the City will convey a portion of real property owned by the City to Target (the "Flag Lot Transfer") depicted on the Site Plan as the "Sign Parcel," and described in Exhibit D to this Agreement; and

WHEREAS, the Parties agree that there will be no monetary compensation in connection with the Roadway Transfer and Flag Lot Transfer; and

WHEREAS, Target agrees that the City's conveyance of the Sign Parcel is good and valuable consideration, the sufficiency of which is hereby acknowledged.

NOW, THEREFORE, for and in consideration of the reciprocal covenants stated herein, the Parties agree as follows:

1. **Conveyance**. Upon satisfaction of the Signage Contingency, as hereinafter defined, Target shall convey fee simple title to the Roadway Parcel by statutory warranty deed to the City, and the City shall convey fee simple title to the Sign Parcel by statutory warranty deed to Target (each, a "Deed"), on the terms and conditions stated herein, at a date and time mutually agreed to by the Parties, but in no event later than October 7, 2022 (the "Closing Deadline"), unless expressly agreed to in writing by the Parties (the "Closing"). Each statutory warranty deed shall be in recordable form acceptable to both Target and the City. The City shall be responsible for recording each statutory warranty deed in the records of the Probate Court of Baldwin County, Alabama, within one (1) business day of Closing. If the Closing does not occur by the Closing Deadline, then this Agreement shall automatically terminate and be considered void.

2. Signage Contingency. This Agreement is contingent upon Target obtaining written approval from the City of Target's sign specifications for the freestanding monument sign to be installed on the Sign Parcel.

3. Like-Kind Exchange; Expenses. Each Party agrees that the fair market value of the Roadway Parcel and the Sign Parcel are approximately equivalent, and that no monetary consideration will be exchanged between the Parties for the like-kind exchange of real property provided for in this Agreement.

4. Each Party to Accept Property in As-Is Condition. The City agrees to accept the Roadway Parcel, and Target agrees to accept the Sign Parcel, in "as is" condition, with no warranties or representations by either Party other than as provided in this Agreement or as set forth in the Deed.

5. Cross-Access and Utilities Easement. Concurrently with the execution of the Deeds, Target agrees to grant one or more non-exclusive easements on, over, upon and across portions of the Sign Parcel for purposes of vehicular and pedestrian ingress and egress to and from all parcels adjacent to the Sign Parcel and for utility access as needed. The easement(s) shall be in recordable form acceptable to both Target and the City. The City shall be responsible for recording such easement(s) in the records of the Probate Court of Baldwin County, Alabama, within one (1) business day of Closing.

6. Closing Costs and Taxes. Each Party shall be responsible for its own costs and expenses in fulfilling its respective obligations under this Agreement. Target acknowledges and agrees that it shall be responsible for paying any ad valorem taxes on the Sign Parcel and the Roadway Parcel for the tax year of closing. The City represents that, because it is a municipal corporation, no ad valorem taxes have been or will have been assessed on the Sign Parcel in the tax year prior to Closing. Target shall be solely responsible for any deferred or past due taxes on the Roadway Parcel. The provisions of this section shall survive Closing.

7. Conveyance of Title. At Closing, each Party shall convey good and marketable title to the respective parcels pursuant to a statutory warranty deed. As used in this Agreement, "good and marketable title" shall mean fee simple title that is free and clear of any liens, encumbrances, leases, licenses, and other occupancy agreements and arrangements, and other exceptions to title and rights of others. Each Party acknowledges and agrees that, due to the nature of the transaction set forth in this Agreement, neither Party shall require a title insurance policy or other title examination in connection with the Roadway Transfer or the Flag Lot Transfer. At Closing, each Party shall execute an Owner's Affidavit and other affidavits, certificates and documents reasonably required by the other Party.

8. Target's Representations and Warranties. Target represents, warrants and covenants to the City that, as of the Effective Date, and continuing through Closing:

- a. Target has good and marketable fee simple title to the Roadway Parcel, free and clear of all liens, encumbrances, leases, licenses, and other occupancy agreements and arrangements. There are no parties other than Target with any interest in the Roadway Parcel (marital, homestead, option, right of first refusal, leasehold or

otherwise). Target is in sole and exclusive possession of the Roadway Parcel and no person or entity claims any right of possession to all or any portion thereof;

- b. Target has full authority to execute and deliver this Agreement and convey the Roadway Parcel to the City and execute and deliver the Deed and such other documents, instruments, affidavits and certificates as are necessary or desirable to effectuate this transaction, and no other signatures are required for this Agreement to be fully enforceable by the City;
- c. Target has no written notice and is not involved in any active litigation regarding any taking or condemnation of the Roadway Parcel or any portion thereof, or any action, litigation or proceeding by any organization, person or governmental agency affecting the Roadway Parcel or Target;
- d. Target has not received any written notice of any violation of law, order, ruling, ordinance, rule or regulation with respect to Target or the Roadway Parcel or the use or construction thereof;
- e. The execution and delivery of this Agreement and the consummation of this transaction will not result in a breach of any of the terms of, or constitute a default under, any (i) indenture, contract or instrument to which Target is a party or by which Target or the Roadway Parcel is bound, or (ii) law, order, ruling, ordinance, rule or regulation with respect to Target or the Roadway Parcel or the use or construction thereof;

Target will not allow or cause any action to be taken that will cause any of the foregoing representations or warranties to be untrue or incorrect at Closing, or fail to take any action that may be required to keep such representations and warranties true and correct at Closing. The representations, warranties and obligations of Target pursuant to this Section 8 shall survive Closing or any termination of this Agreement for a period of one (1) year.

9. The City's Representations and Warranties. The City represents, warrants and covenants to Target that, as of the Effective Date, and continuing through Closing:

- a. The City has good and marketable fee simple title to the Sign Parcel, free and clear of all liens, encumbrances, leases, licenses, and other occupancy agreements and arrangements. There are no parties other than the City with any interest in the Sign Parcel (marital, homestead, option, right of first refusal, leasehold or otherwise). The City is in sole and exclusive possession of the Sign Parcel and no person or entity claims any right of possession to all or any portion thereof;
- b. The City has full authority to execute and deliver this Agreement and convey the Sign Parcel to Target and execute and deliver the Deed and such other documents, instruments, affidavits and certificates as are necessary or desirable to effectuate this transaction, and no other signatures are required for this Agreement to be fully enforceable by Target;
- c. The City has no written notice and is not involved in any active litigation regarding any taking or condemnation of the Sign Parcel or any portion thereof, or any action, litigation or proceeding by any organization, person or governmental agency affecting the Sign Parcel or the City;

- d. The City has not received any written notice of any violation of law, order, ruling, ordinance, rule or regulation with respect to the City or the Sign Parcel or the use or construction thereof;
- e. The execution and delivery of this Agreement and the consummation of this transaction will not result in a breach of any of the terms of, or constitute a default under, any (i) indenture, contract or instrument to which the City is a party or by which the City or the Sign Parcel is bound, or (ii) law, order, ruling, ordinance, rule or regulation with respect to the City or the Sign Parcel or the use or construction thereof;

The City will not allow or cause any action to be taken that will cause any of the foregoing representations or warranties to be untrue or incorrect at Closing, or fail to take any action that may be required to keep such representations and warranties true and correct at Closing. The representations, warranties and obligations of the City pursuant to this Section 9 shall survive Closing or any termination of this Agreement for a period of one (1) year.

10. Acknowledgements by the City. The City acknowledges that (i) the areas depicted on the Site Plan as the "Target Outparcel" are currently zoned to permit the construction and operation of a new building or buildings in the common areas on the Target Parcel; (ii) the construction of one (1) freestanding monument sign will be permitted in the area depicted on the Roadway Plans, provided Target acknowledges that the existing monument sign perpendicular to Hwy. 98 may be required to be removed and replaced with a smaller freestanding monument sign, provided the face of said sign does not exceed sixteen (16) square feet and replaced or as approved by the City; and (iii) following subdivision of the new permissible building area comprising the Target Outparcel, the construction of one (1) freestanding monument sign for the new building shall be permitted within the resulting new lot. The acknowledgments of the City in this Section 10 are intended to state the current status of regulations regarding land use in the City as of the date of this Agreement, and do not represent any binding obligation of the City, staff of the City, or the City's Planning Commission.

11. City to Replat Sign Parcel with Target Parcel After Closing. The City hereby agrees that, within sixty (60) days of Closing, it will cause the Sign Parcel and Target Parcel (less the Roadway Parcel) to be administratively replatted so that the two parcels become a single parcel.

12. Default.

- a. *Target's Default.* If, prior to Closing, Target defaults in the performance of any obligation or covenant hereunder, or if any of Target's representations or warranties prove to be false, inaccurate, incomplete or misleading in any material respect, then the City's sole and exclusive remedies shall be to terminate this Agreement.
- b. *The City's Default.* If, prior to Closing, the City defaults in the performance of any obligation or covenant hereunder, or if any of the City's representations or warranties prove to be false, inaccurate, incomplete or misleading in any material respect, then Target's sole and exclusive remedies shall be to terminate this Agreement.

- c. *Post-Closing Remedies.* Notwithstanding subsections a and b above, for a period of one (1) year from and after the Closing or termination of this Agreement, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other Party for: (1) a breach of any covenant or agreement contained herein that is performable after or that expressly survives the Closing or termination of this Agreement (including the indemnification obligations contained in this Agreement). After the aforementioned one (1) year period, neither Party shall have the right to make any claim under this Agreement.
- d. *Notice and Cure Rights.* In the event of a default hereunder, the non-defaulting Party shall give the defaulting Party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting Party shall have sixty (60) days from the date notice of default is given (the "Cure Period") to cure the default. If the defaulting Party cures the default within the Cure Period, it shall not incur any liability to the other Party for the default. Each Party shall reasonably cooperate with any and all attempts by the other to cure any default within the Cure Period.
- e. *Legal Fees.* In the event of any litigation between the Parties regarding this Agreement, the Party adjudged to be in default or the Party otherwise adjudged to be the non-prevailing Party shall promptly pay the prevailing Party's attorneys' fees and expenses and costs of litigation.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery with receipt of delivery, (b) the next business day after deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b) or by regular first-class U.S. Mail. All notices shall be addressed as follows:

If to Target: Target Corporation
Property Development
Attn: Real Estate – Existing Stores/T-1274
1000 Nicollet Mall
Minneapolis, Minnesota 55403

If to the City: City of Daphne
Attn: City Clerk
1705 Main Street
Daphne, AL 36526
Phone: 251-620-1000
Email: cityclerk@daphneal.com

With a copy to: Jay M. Ross, Esq.
Adams and Reese LLP

RSA Battle House Tower
11 North Water Street, Suite 23200
Mobile, Alabama 36602
Phone: 251.650.0873
Fax: 251.650.2058
Email: jay.ross@arlaw.com; patrick.dungan@arlaw.com

14. Covenants Pending Closing. From and after the Effective Date through Closing, each Party, with respect to the parcel it is conveying pursuant to this Agreement, shall: (a) operate and maintain its subject property in a good and workmanlike manner at least as well as it has operated and maintained it prior to the Effective Date, and shall not commit or allow any waste of or on the subject property; (b) within 3 business days after its receipt thereof, give notice to the other Party of any litigation, arbitration or administrative proceeding concerning or affecting the subject property, together with copies of all relevant documents; and (c) comply with all requirements of all laws, orders, rulings, ordinances, rules and regulations of any governmental authority having jurisdiction over it and the subject property and/or the use thereof. From and after the Effective Date through Closing, it shall not convey or encumber any portion of the subject property or any rights therein, nor enter into any conveyance, mortgage, deed of trust, security document, option, right of first refusal, easement, lease or other contract granting to any person or entity any rights or interests in any portion of the subject property.

15. Miscellaneous.

- a. This Agreement shall be interpreted in accordance with the laws of the State of Alabama and proper venue for any action arising hereunder shall lie in Baldwin County, Alabama.
- b. Time is of the essence in the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.
- c. This Agreement constitutes the sole and entire agreement between the Parties with regard to its subject matter. All prior discussions, negotiations and agreements regarding the subject matter of this Agreement are merged herein and shall have no further force or effect. No representations or warranties have been made by either Party except as stated herein.
- d. All representations and warranties of both Parties contained in this Agreement, together with all covenants expressly surviving Closing, shall survive Closing and delivery of the Deed and other documents delivered at Closing and shall not be merged with delivery thereof.
- e. If any provision of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the Parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.
- f. The titles, captions and paragraph headings herein are inserted for convenience only and are in no way intended to interpret, define or limit the scope or content of this Agreement or any provision hereof. Both Parties have been represented by counsel in the drafting and negotiation of this Agreement, and this Agreement shall be

construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

- g. Any failure or delay of either Party to enforce any term of this Agreement shall not constitute a waiver of such term. Any waiver of any term of this Agreement by either Party must be specifically stated in a writing delivered to the other party in compliance with Section 13 above. Any such waiver by either Party shall not be deemed to be a waiver of any other term of this Agreement or of a subsequent breach of the same term.
- h. This Agreement shall be binding upon and shall inure to the benefit of each Party, their respective heirs, successors, legal representatives and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Target may assign its rights under this Agreement to an affiliate and/or to a business organization of which it is an owner without the prior written consent of the City, provided that when said assignment occurs, Target shall continue to be primarily liable for the performance and observance of the obligations to be performed and observed by it under this Agreement.
- i. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one agreement. The Parties acknowledge and agree that execution of this Agreement may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electronic, or digital signature technology. The Parties agree that this Agreement may be transmitted by facsimile machine or by electronic scanning and email, and the Parties intend that faxed, scanned, and electronic signatures shall constitute original signatures. A facsimile or scanned copy or any counterpart or conformed copy of this Agreement, including use of Adobe PDF technology to merge pages and create a conformed copy of this Agreement, with the signature (original, faxed, or scanned signature or permitted electronic signature) of all of the Parties shall be binding on the Parties. Except as provided in this section with respect to electronic signatures (e.g., DocuSign) and faxing, scanning, and emailing, (1) the Parties do not assent or agree to and will not be bound by any electronic record, and without limiting the foregoing, (2) the Parties agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, including without limitation Alabama Code § 8-1A-1, et seq. (1975), and any other laws applicable to contracting electronically do not and shall not apply to the execution of this Agreement or any amendment hereto.
- j. This Agreement may only be amended, modified, or changed by a traditional written document properly executed by each Party. Such amendment may be transmitted by electronic scanning, email, facsimile, or any other method permitted by the provisions for counterpart execution and for the giving of notice in this Agreement.

[Signatures on next page]

[Signature Page for Land Exchange Agreement]

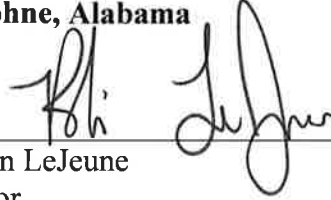
21st IN WITNESS WHEREOF, the City and Target have executed this Agreement as of the day of December, 2021.

Attest:

Candace A. Antinucci
City Clerk

City of Daphne, Alabama

By: _____
Name: Robin LeJeune
As Its: Mayor



Target Corporation

By: _____
Name: _____
As Its: _____





EXHIBIT A

Site Plan

(This graphic depiction is for illustrative purposes only and should not be relied upon for accuracy. All lot lines are approximate.)



November 24, 2020

polygonLayer	
	Misc
	Coastal Control Line
	Override 1
	Parcels
	Lot Lines
	Override 2
	Centerlines
	County Boundary

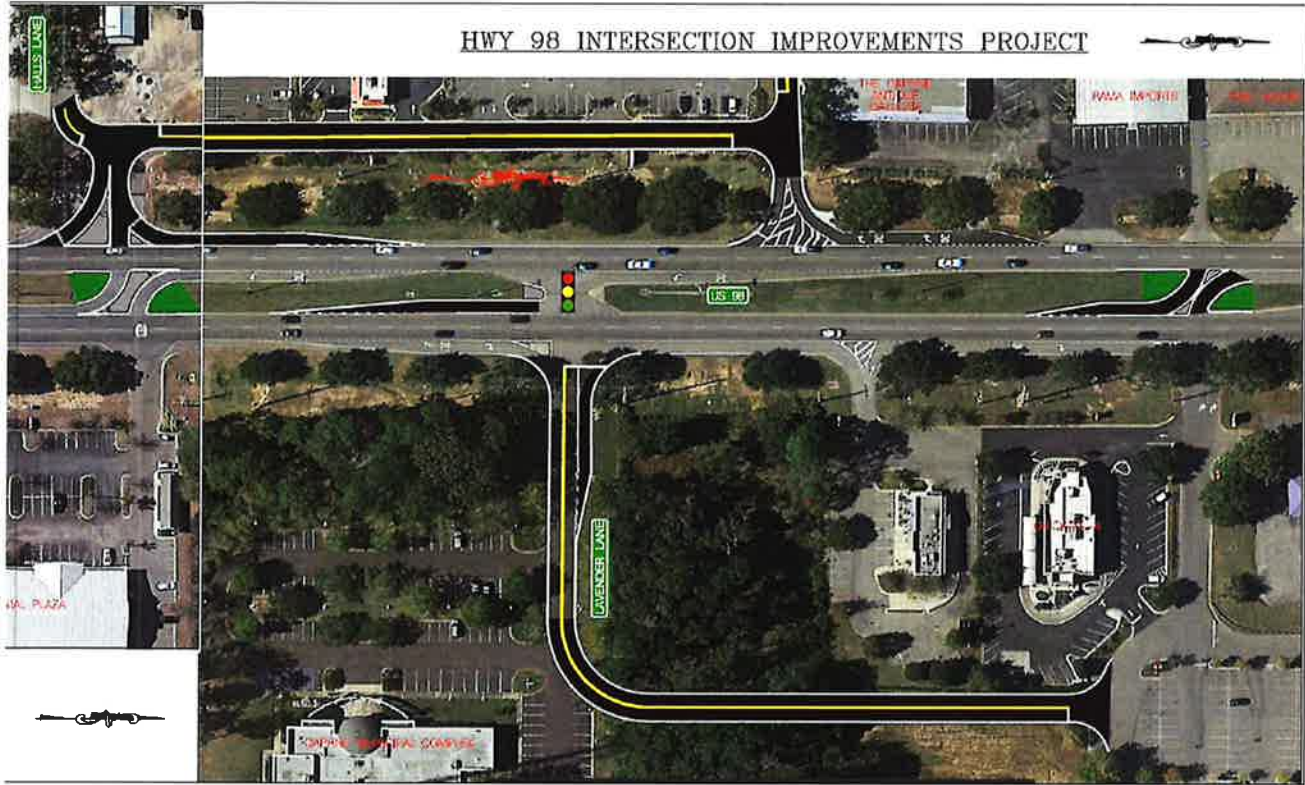


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand)

EXHIBIT B

Roadway Plans

(Approximate depiction of Roadway Improvements, including Target's freestanding monument)



A D/F MONUMENT SIGN LAYOUTS
ONE(1) REQ SCALE: 1/4" = 1'-0"

SCOPE OF WORK:
TO RUN NEW PRIMARY ELECTRIC TO SIGN
FABRICATE ALUMINUM CABINET
STEEL FRAME AND STEEL SUPPORT
ILLUMINATED W/ WHITE LED MODULES
WHITE 177 POLYCARBONATE (COPY)

<p>FEDERAL HEALTH VISUAL COMMUNICATIONS</p>	<p>Project Name: HWY 98 INTERSECTION IMPROVEMENTS PROJECT</p> <p>Client: [REDACTED]</p> <p>Address: [REDACTED]</p> <p>City: [REDACTED]</p> <p>State: [REDACTED]</p> <p>Zip: [REDACTED]</p>
	<p>Project No: [REDACTED]</p> <p>Revision: [REDACTED]</p> <p>Date: [REDACTED]</p> <p>Scale: [REDACTED]</p>

Depiction of sign location is approximate. Final location to be determined but may not be within the ALDOT right-of-way.

EXHIBIT C

Legal Description (Metes and Bounds) of Roadway Parcel

COMMENCING AT THE SOUTHERNMOST WESTERN CORNER OF LOT 1, BAKER SUBDIVISION, AS SHOWN IN MAP OR PLAT, RECORDED IN SLIDE 1912-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; RUN THENCE SOUTH 89° 49' 14" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1.00 FOOT TO THE POINT OF BEGINNING; THENCE RUN NORTH 00° 43' 53" EAST, ALONG A LINE PARALLEL TO THE WESTERN LINE OF SAID LOT 1, A DISTANCE OF 245.27 FEET; THENCE RUN SOUTH 89° 29' 44" EAST, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 00° 43' 53" WEST, A DISTANCE OF 244.93 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE RUN NORTH 89° 49' 14" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.34 ± ACRES.

EXHIBIT D

Legal Description (Metes and Bounds) of Sign Parcel

(See also attached depiction)

BEGINNING AT THE SOUTHERNMOST WESTERN CORNER OF LOT 1, BAKER SUBDIVISION, AS SHOWN IN MAP OR PLAT, RECORDED IN SLIDE 1912-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; RUN THENCE NORTH 89° 49' 14" WEST, ALONG THE SOUTH LINE OF LOT 3B, BAKER SUBDIVISION A RESUBDIVISION OF LOT 3, AS SHOWN IN MAP OR PLAT, RECORDED IN SLIDE 1970-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 250.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 98; THENCE RUN SOUTH 00° 14' 12" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 195.54 FEET; THENCE RUN NORTH 89° 45' 48" EAST, DEPARTING SAID EAST RIGHT-OF-WAY, A DISTANCE OF 11.00 FEET; THENCE RUN NORTH 00° 14' 12" WEST, A DISTANCE OF 8.51 FEET; THENCE RUN SOUTH 89° 45' 48" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00° 14' 12" WEST, ALONG A LINE PARALLEL TO THE EAST RIGHT-OF-WAY OF SAID U.S. HIGHWAY 98, A DISTANCE OF 186.02 FEET; THENCE RUN SOUTH 89° 49' 14" EAST, A DISTANCE OF 250.00 FEET; THENCE RUN NORTH 00° 43' 53" EAST, A DISTANCE OF 1.00 FOOT TO A POINT ON THE SOUTH LINE OF LOT 1 OF THE AFOREMENTIONED BAKER SUBDIVISION; THENCE RUN NORTH 89° 49' 14" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1.00 FOOT TO THE POINT OF BEGINNING. TRACT CONTAINS 0.01 ± ACRES.