

**AGREEMENT BETWEEN THE
STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
AND
BALDWIN COUNTY COMMISSION**

**FOR THE TRANSFER OF CERTAIN PUBLIC ROADS
MAINTENANCE RESPONSIBILITIES, AND ACCESS
MANAGEMENT RESPONSIBILITIES**

This AGREEMENT is made and entered into by and between the State of Alabama, Alabama Department of Transportation, hereinafter referred to as ALDOT, and the Baldwin County Commission, hereinafter referred to as the COUNTY, and

WHEREAS, the COUNTY owns Roscoe Road and related right-of-way lying south from Foley Beach Expressway to County Road 4, County Road 4 and related right-of-way from Geno Road east approximately 3,430 feet to the end of County maintenance (also known as Cotton Creek Drive and Brown Lane), the County owned and maintained sections of the Foley Beach Expressway and related right-of-way, and the Baldwin Beach Express south of the I-10 denied access limit and all right-of-way for the Baldwin Beach Express south of the I-10 denied access limit, hereinafter referred to as the ROADWAYS;

WHEREAS, the COUNTY is currently responsible for the maintenance and repair of the ROADWAYS and the related expenses;

WHEREAS, the COUNTY is a party to a certain “Foley-Beach Express” Agreement dated June 1, 1999, and First Amendment dated April of 2019, and Second Amendment Dated August of 2023, between the City of Foley, Alabama (“Foley”), Baldwin County Bridge Company, L.L.C. (“BCBC”) and the COUNTY (the “TriParty Agreement”);

WHEREAS, the COUNTY has approved the Access Management Plan (the “AMP”) referenced in the TriParty Agreement and has agreed to follow the AMP in the operation of the COUNTY’s portion of the Foley Beach Expressway;

WHEREAS, the COUNTY is a party to a certain Mutual Assignment, dated May 29, 1999 (the “Mutual Assignment”), between Foley, BCBC and the COUNTY;

WHEREAS, the COUNTY adopted Resolution #2023-105 on May 2, 2023 authorizing the transfer of the Roadways and certain rights and responsibilities of the COUNTY under the TriParty Agreement, Access Management Plan, and Mutual Assignment; and

WHEREAS, it is in the public interest for ALDOT and the COUNTY to cooperate in the preparation and execution of an agreement necessary and appropriate to delegate and assign such rights and responsibilities to ALDOT and transfer ownership and maintenance of such roads as illustrated on Exhibit 1, Attachment A; Exhibit 2, Attachment A; Exhibit 3, Attachment A; & Exhibit 4, Attachment A attached hereto and made a part thereof, and more fully described as follows:

TRANSFER OF RIGHT OF WAY

“A part of Sections 4, 9, 15, 16, 21, 22, 27, 28, 33, 34, Township 5 South, Range 4 East; A part of Sections 3, 4, 9, 10, 15, 16, 21, 22, 27, 28, 33, 34, Township 6 South, Range 4 East; A part of Sections 3, 4, 9, 10, Township 7 South, Range 4 East, Baldwin County, Alabama and being more fully described as follows:

Baldwin Beach Express south of the I-10 denied access limit (north right-of-way of County Road 68 aka Buc-ee’s Boulevard and Baldwin Beach Express) and all right-of-way for the Baldwin Beach Express south of the I-10 denied access limit (intersection of County Road 68) to the intersection of the Foley Beach Express. Including all improvements within the right-of-way. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.”

“A part of Sections 15, 22, 26, 27, 35, Township 8 South, Range 4 East, Baldwin County Alabama and being more fully described as follows:

County owned and maintained sections of the Foley Beach Expressway and related right-of-way, from County Road 12 South to approximately 300 feet south of Bradford Road, to the end of County maintenance. Including all improvements within the right-of-way. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.”

“A part of the South half of Section 26, Township 8 South, Range 4 East and part of Section 35, Township 8 South, Range 4 East, Baldwin County Alabama and being more fully described as follows:

Roscoe Road lying south of Foley Beach Express to County Road 4 aka Cotton Creek Drive, Brown Lane and related right-of-way. Including all improvements within the right-

of-way. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.”

“A part of the South half of Section 35, Township 8 South, Range 4 East and a part of the North half of Section 2, Township 9 South, Range 4 East, Baldwin County Alabama and being more fully described as follows:

County Road 4 aka Cotton Creek Drive, Brown Lane and related right-of-way from Geno Road east approximately 3,430 feet to the end of County maintenance. It is the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.”

NOW THEREFORE, ALDOT and the COUNTY for, and in consideration of the roadways stated herein, do hereby mutually promise and agree as follows:

The COUNTY agrees to transfer its possession and ownership of the above-described ROADWAYS and to execute quitclaim deeds, attached hereto as Exhibits 1, 2, 3, & 4 to ALDOT transferring any and all rights, title, and interest the COUNTY may possess in the above-described ROADWAYS.

ALDOT agrees to assume ownership and maintenance of the above-described ROADWAYS upon execution and delivery of the quitclaim deeds attached as Exhibits 1, 2, 3, & 4.

The COUNTY agrees to delegate and assign to ALDOT the COUNTY’s rights and responsibilities under Section 2(d) of the TriParty Agreement relating to the application of the Access Management Plan to the portion of the Foley Beach Expressway owned and maintained by the COUNTY and under the Mutual Assignment.

The COUNTY agrees to delegate and assign to ALDOT the COUNTY’s obligation and covenant to maintenance the COUNTY’s portion of the Foley Beach expressway under Section 2(e) of the TriParty Agreement.

The COUNTY agrees to delegate and assign to ALDOT the COUNTY’s obligations with respect to permitted signage in Section 4(d) of the TriParty Agreement.

The COUNTY agrees to delegate and assign to ALDOT the COUNTY’s rights and responsibilities under the AMP, including, without limitation, the assumption of the position of

“Permitting Agency” under the AMP for the portion of the Foley Beach Expressway owned and maintained by the COUNTY.

ALDOT, by accepting assignment of such rights and responsibilities under this Agreement, agrees to defend Permitting Agency decisions made by ALDOT in accordance with the assigned rights and responsibilities under the AMP.

By entering into this Agreement, the COUNTY is not an agent of the State, its officers, employees, agents or assigns. The COUNTY is an independent entity from the State and nothing in this Agreement creates an agency relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and this Agreement is deemed to be dated and to be effective upon its execution by all the parties.

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(AFFIX SEAL)

ATTEST:

BALDWIN COUNTY COMMISSION

BY: _____
(SIGNATURE)

BY: _____
(SIGNATURE)

ROGER H. RENDLEMAN
COUNTY ADMINISTRATOR
BALDWIN COUNTY COMMISSION

BILLIE JO UNDERWOOD
CHAIRMAN
BALDWIN COUNTY COMMISSION

DATE: _____

DATE: _____

RECOMMENDED:

EDWARD N. AUSTIN
CHIEF ENGINEER
ALABAMA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT.

WILLIAM F. PATTY
CHIEF LEGAL COUNSEL
ALABAMA DEPARTMENT OF TRANSPORTATION

APPROVED:

ALABAMA DEPARTMENT OF
TRANSPORTATION

JOHN R. COOPER
TRANSPORTATION DIRECTOR

Date: _____