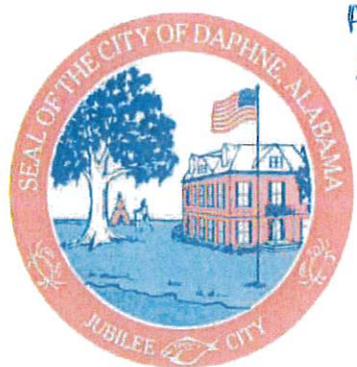


Michelle
Agenda Item
for Dec. 1, 2020

48cc
WD
Admin.



ROBIN LEJEUNE
MAYOR

CANDACE G. ANTINARELLA
CITY CLERK

TOMMIE B. CONAWAY
COUNCIL DISTRICT 1

DOUG GOODLIN
COUNCIL DISTRICT 4

DAVID CARPENTER II
CHIEF OF POLICE

MELVIN BROWN
FIRE CHIEF

STEVE OLEN
COUNCIL DISTRICT 2

RON SCOTT
COUNCIL DISTRICT 5

KELLI KICHLER REID
TREASURER

JOEL COLEMAN
COUNCIL DISTRICT 3

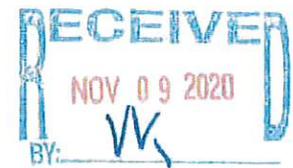
BENJAMIN HUGHES
COUNCIL DISTRICT 6

ANGIE PHILLIPS
COUNCIL DISTRICT 7

Rm 12/1
(due 11/23
10:00 AM)

November 6, 2020

Baldwin County Commission
Attn: Ronald Cink
312 Court House Square, Suite 12
Bay Minette, AL 36507



Re: Annexation of Property

Dear Mr. Cink:

Please find enclosed Daphne Ordinance 2020-30 annexing property into the City of Daphne. There is no impact to the population.

If you have any questions or need further information please contact me.

Sincerely,

Candace G. Antinarella

Candace G. Antinarella, CMC
City Clerk

CGA/jhl

Enclosure

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2020-30**

**ORDINANCE TO ANNEX PROPERTY CONTIGUOUS
TO THE CORPORATE LIMITS OF THE CITY OF DAPHNE**

**The right-of-way of Corte Road, a portion of Austin Road
and the realignment of Austin Road
City of Daphne**

WHEREAS, on the 25th day of June 2020, being the owner of all real property, hereinafter described, did file with the City Clerk a petition asking that the said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama; and

WHEREAS, said petition did contain the signatures of all owners of the described territory, and a map of said property showing its relationship to the corporate limits of the City of Daphne, Alabama; and

WHEREAS, after proper publication, a public hearing was held by the City Council on September 8, 2020 concerning the petition for annexation; and

WHEREAS, said petition has been presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on June 25, 2020, and the Commission set forth a unanimous favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, AS FOLLOWS:

SECTION ONE: ANNEXATION

The City Council of the City of Daphne, Alabama finds that and declares as the legislative body of the City of Daphne, Alabama that it is in the best interest of the citizens of the City of Daphne, Alabama and the citizens of the affected area, to bring the territory described in Section Two of this Ordinance into the City of Daphne, Alabama, and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, et seq., Code of Alabama, 1975; effective on publication as required by Section 11-42-21, Code of Alabama 1975, as amended.

SECTION TWO: ZONING

The proposed property is a right-of-way.

SECTION THREE: DESCRIPTION OF TERRITORY

The boundary lines of the City of Daphne, Alabama, be, and the same are hereby altered or rearranged so as to include all the territory hereto before encompassed by the corporate limits of the City of Daphne, Alabama and in addition thereto the following described property, to-wit:

Legal Description for Annexation:

CORTE ROAD – A part of the Southwest Quarter of Section 22, Township 5 South, Range 2 East and the North Half of Section 27, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows: Corte Road right-of-way owned and maintained by Baldwin County, beginning at the east right-of-way line of County Road 13, running easterly to the west right-of-way line of State Route 181; said right-of-way being described in Instrument No. 1689857; Instrument No. 1661857; Instrument No. 1677090;

CORTE ROAD

A part of the Southwest Quarter of Section 22, Township 5 South, Range 2 East and the North Half of Section 27, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to remise, release, quitclaim and convey unto the City of Daphne, Alabama, any and all right and title to Corte Road right-of-way owned and maintained by Baldwin County, beginning at the east right-of-way line of County Road 13, running easterly to the west right-of-way line of State Route 181; said right-of-way being quitclaimed is described in Instrument No. 1689857; Instrument No. 1661857; Instrument No. 1677090; Instrument No. 1673712; Condemnation Order rendered in Baldwin County Probate Court Case File Number 35524, filed Instrument No. 1702120; Slide 2504-E; Slide 2587-E and Slide 2671 A-D.

AUSTIN ROAD

A part of the West Half of the Northwest Quarter of Section 26, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to remise, release, quitclaim and convey unto the City of Daphne, Alabama, any and all right and title to Austin Road right-of-way owned and maintained by Baldwin County, beginning at the east right-of-way line of State Route 181, running easterly approximately 1,770 feet and the Austin Road right-of-way realignment, Baldwin County Project No. 0205317; said right-of-way being quitclaimed is described in Real Property Book 391 page 1306; part of Real Property Book 391 page 1307; part of Real Property Book 391 page 1304; Instrument No. 1107111; Instrument No. 1689857, corrected in Instrument No. 1824503 and Condemnation Order rendered in Baldwin County Probate Court Case File Number 35524, filed in Instrument No. 1702120.

Instrument No. 1673712; Condemnation Order rendered in Baldwin County Probate Court Case File Number 35524, filed Instrument No. 1702120; Slide 2504-E; Slide 2587-E and Slide 2671 A-D.

AUSTIN ROAD - A part of the West Half of the Northwest Quarter of Section 26, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows Austin Road right-of-way owned and maintained by Baldwin County, beginning at the east right-of-way line of State Route 181, running easterly approximately 1,770 feet and the Austin Road right-of-way realignment, Baldwin County Project No. 0205317; said right-of-way is described in Real Property Book 391 page 1306; part of Real Property Book 391 page 1307; part of Real Property Book 391 page 1304; Instrument No. 1107111; Instrument No. 1689857, corrected in Instrument No. 1824503 and Condemnation Order rendered in Baldwin County Probate Court Case File Number 35524, filed in Instrument No. 1702120.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama is set forth and described in Exhibit "A" and attached hereto a map of the property (*Exhibit "B"*) showing its relationship to the corporate limits of the municipality of the City of Daphne and made a part of this ordinance.

SECTION FIVE: PUBLICATION

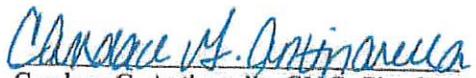
This Ordinance shall be published as required by Section 11-42-21 Code of Alabama 1975, as amended, and the property described herein shall be annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama as required by Section 11-42-21, Code of Alabama 1975, as amended.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE 21st DAY OF September, 2020.



Dane Haygood, Mayor

ATTEST



Candace G. Antinarella, CMC, City Clerk

To: Office of the City Clerk
From: Adrienne D. Jones, 
Director of Community Development
Subject: City of Daphne Petition for Annexation
and acceptance for maintenance of the
right-of-way of Corte Road, a portion
of Austin Road and the realignment of
of Austin Road
Date: July 13, 2020

MEMORANDUM

LOCATION: The right-of-way of Corte Road, a portion of Austin Road, and the realignment of Austin Road

RECOMMENDATION: At the Thursday, June 25, 2020, regular meeting of the Daphne Planning Commission, six members were present and the motion to set forth an favorable recommendation was made and carried unanimously for annexation and acceptance for maintenance.

Attached please find the appropriate documentation and action of the Daphne Planning Commission.

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda to set a public hearing.

Thank you,
ADJ/jv

cc: Jeremy Sasser, Public Works Director
file

attachment(s)

1. Quit Claim Deed
2. Intergovernmental Service Agreement between the City of Daphne and Baldwin County
3. Legal Description
4. Map of Property
5. Community Development Report

FILE
07/13/20
JV

1836732

THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567



STATE OF ALABAMA)	CORTE ROAD
BALDWIN COUNTY)	FROM COUNTY ROAD 13 RUNNING EASTERLY TO STATE ROUTE 181; AUSTIN ROAD FROM STATE ROUTE 181 RUNNING EASTERLY APPROXIMATELY 1,770 FEET TO THE INTERSECTION OF AUSTIN ROAD AND SEATTLE SLEW WAY, AND THE RIGHT OF WAY REALIGNMENT OF AUSTIN ROAD PROJECT NO. 0205317

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **Baldwin County, Alabama**, by and through the Baldwin County Commission, a political subdivision of the State of Alabama, hereinafter referred to as the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration this day paid to Grantor by the **City of Daphne**, Alabama, an Alabama municipal corporation, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the Grantee, all of Grantor's right, title, interest and claim in and to the following described real property, subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama, to wit:

CORTE ROAD

A part of the Southwest Quarter of Section 22, Township 5 South, Range 2 East and the North Half of Section 27, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to remise, release, quitclaim and convey unto the City of Daphne, Alabama, any and all right and title to Corte Road right-of-way owned and maintained by Baldwin County, beginning at the east right-of-way line of County Road 13, running easterly to the west right-of-way line of State Route 181; said right-of-way being quitclaimed is described in Instrument No. 1689857; Instrument No. 1661857; Instrument No. 1677090; Instrument No. 1673712; Condemnation Order rendered in Baldwin County Probate Court Case File Number 35524, filed Instrument No. 1702120; Slide 2504-E; Slide 2587-E and Slide 2671 A-D.

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF DAPHNE
P. O. BOX 400
DAPHNE, ALABAMA 36526

AUSTIN ROAD

A part of the West Half of the Northwest Quarter of Section 26, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to remise, release, quitclaim and convey unto the City of Daphne, Alabama, any and all right and title to Austin Road right-of-way owned and maintained by Baldwin County, beginning at the east right-of-way line of State Route 181, running easterly approximately 1,770 feet and the Austin Road right-of-way realignment, Baldwin County Project No. 0205317; said right-of-way being quitclaimed is described in Real Property Book 391 page 1306; part of Real Property Book 391 page 1307; part of Real Property Book 391 page 1304; Instrument No. 1107111; Instrument No. 1689857, corrected in Instrument No. 1824503 and Condemnation Order rendered in Baldwin County Probate Court Case File Number 35524, filed in Instrument No. 1702120.

Subject to reservations and restrictions, exceptions and encumbrances contained in the instruments and deeds set forth above.

TO HAVE AND TO HOLD unto the said Grantee, or its successors and assigns for FOREVER.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its duly authorized representative on this the 11th day of June, 2020.

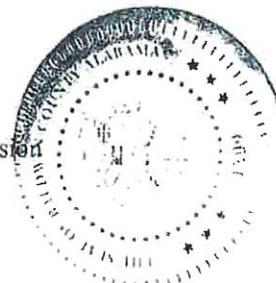
GRANTOR

BALDWIN COUNTY, ALABAMA,
by and through the Baldwin County Commission,
a political subdivision of the State of Alabama

By: Billie Jo Underwood
Billie Jo Underwood
Chairman of Baldwin County Commission

Attest

By: Wayne Dyess
Wayne Dyess
County Administrator of Baldwin County Commission



GRANTOR'S ADDRESS:
BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:
CITY OF DAPHNE
P. O. BOX 400
DAPHNE, ALABAMA 36526

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Miranda W. McKinnon, a Notary Public, in and for said County in said State, hereby certify that Billie Jo Underwood, whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Wayne Dyess, whose name as County Administrator, 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, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision .

Given under my hand and seal this 11th day of June, 2020.

Miranda W. McKinnon
Notary Public, Baldwin County, Alabama
My Commission Expires:
February 25, 2023

My Commission Expires: _____

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF DAPHNE
P. O. BOX 400
DAPHNE, ALABAMA 36526



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

March 17, 2020

The Honorable Dane Haygood
Mayor
City of Daphne
Post Office Box 400
Daphne, Alabama 36526

RE: Corte Road and Austin Road Improvements - Intergovernmental Service Agreement between Baldwin County and the City of Daphne

Dear Mayor Haygood:

The Baldwin County Commission, during its regularly scheduled meeting held on March 17, 2020, took the following actions:

- 1) **Rescinded** the action taken by the Baldwin County Commission, during its regularly scheduled meeting on June 6, 2017, more specifically, the staff recommendation regarding Agenda Item GA1, which approved as follows:

"APPROVE AN INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE CITY OF DAPHNE FOR ROAD BED PREPARATION AND RIGHT-OF-WAY ACQUISITION ON PHASE I AND RIGHT-OF-WAY ACQUISITION ON PHASE II OF THE CORTE ROAD AND AUSTIN ROAD IMPROVEMENT PROJECT."

- 2) Approved and authorized me, as Chairman, to execute the **enclosed Intergovernmental Service Agreement** with the City of Daphne which will rescind the previous agreement, approved during the June 6, 2017, Baldwin County Commission Regular Meeting, and establish new responsibilities for the proposed improvements to Corte Road and Austin Road.

The Honorable Dane Haygood
March 17, 2020
Page 2 of 2

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Joey Nunnally, County Engineer, at (251) 937-0371

Sincerely,



BILLIE JO UNDERWOOD, Chairman
Baldwin County Commission

BJU/me Item BN1

cc: Joey Nunnally (Original Agreement)
Stacy Appleton
Lisa Sangster

ENCLOSURE(S)

INTERGOVERNMENTAL SERVICE AGREEMENT
TO RESCIND PRIOR AGREEMENT AND ESTABLISH NEW
RESPONSIBILITIES FOR THE PROPOSED IMPROVEMENTS
TO CORTE ROAD AND AUSTIN ROAD

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Daphne, Alabama (hereinafter “City”), as follows:

RECITALS

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve (hereinafter collectively “control”) certain public roads or rights-of-way inside their respective jurisdictions; and

Whereas, City has determined that an additional east-west arterial connecting County Road 13 and State Route 181 is needed; and

Whereas, City has planned an additional connector between County Road 13 and State Route 181 by making improvements to Corte Road to include design, right-of-way acquisition, grading, drainage, basing and paving of Corte Road from County Road 13 to State Route 181 (hereinafter “Phase I”) and improvements to Austin Road to include design, right-of-way acquisition and construction of new roadway from the intersection of State Route 181 and Corte Road eastward to Austin Road (hereinafter “Phase II”); and

Whereas, County and City acknowledge and agree that County currently maintains the sections of Corte Road and Austin Road that lie within the project limits; and

Whereas, County and City entered into a prior Agreement (hereinafter “Prior Agreement”) dated June 13, 2017, whereby the County and City agreed to the following:

- 1) County agreed to assist the City by providing labor and equipment for grading and compacting assistance in the preparation of the Corte Road roadbed prior to paving (Phase I) and assist the City with right-of-way acquisition by providing personnel to assist in the procurement of needed right-of-way and donating Baldwin County employee personnel time and services as “in kind” services (Phase I and Phase II);
- 2) City agreed to provide all design work and materials and be responsible for any other costs or expenses related to improvements on Phase I and Phase II and reimburse the County for all costs associated with the right-of-way acquisition (less donated County time and services) and provide all required right-of-way survey support for Phase I and Phase II; and

DMM

- 3) County agreed to transfer maintenance obligations of Phase I and Phase II via quitclaim deed and annexation by the City, and City agreed to take the steps necessary to facilitate such transfer; and

Whereas, unforeseen circumstances and changes to the project scope require the County and City rescind its Prior Agreement dated June 13, 2017; and

Whereas, County and City wish to enter into this new Agreement to provide for their joint cooperation for the Phase I and Phase II improvements described above; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals**: The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Rescission of Prior Agreement**: The parties acknowledge and agree that the Prior Agreement dated June 13, 2017, is hereby rescinded in its entirety and replaced with the present Agreement.
3. **Purpose**: The parties acknowledge and agree that the purpose of this Agreement is for the County to assist the City with right-of-way acquisition and for the City to manage the design, public letting, and construction of Phase I and Phase II at the City's expense.
4. **County Remains Owner of Right-of-Way until Completion of the Project**: The County shall retain exclusive responsibility for and control over Corte Road and Austin Road until the Project is complete. The City will have exclusive responsibility for and control over Phase I and Phase II upon receipt of Quitclaim Deeds from the County following Completion of the Project.
5. **Maintenance**: Upon completion of the Project and receipt of Quitclaim Deeds, the City shall retain exclusive maintenance responsibilities for Phase I and Phase II.
6. **No Joint Ownership of Property**: The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
7. **Financing and Budgeting**: Each party shall be responsible for financing the obligations undertaken by that party hereunder and shall not be responsible for financing, or in any other manner contributing to, the actual costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
8. **Approval and Effective Date**: This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").

9. **Term:** The term of this Agreement shall be for twenty-four (24) months from its effective date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.

10. **Reimbursements:** The City will reimburse the County for costs set forth herein within thirty (30) days from invoice date.

11. **Services to be Performed by County (Phase I and Phase II):**

- A. Donate Baldwin County employee time and services as "in kind" services to acquire all right-of-way necessary to complete the project. (This item has been completed between the date of the original agreement and the new agreement)
- B. Send invoices to the City for all actual right-of-way acquisition costs (excluding in-kind services). (This item has been completed between the date of the original agreement and the new agreement. All invoices have been submitted and full payment has been received.)
- C. Prepare and execute a Quitclaim Deed to the City conveying all rights, title and interest to any right-of-way owned on Phase I or Phase II following completion of the project.
- D. Provide payment to the City in the amount of two-hundred thousand dollars \$200,000 to be used for the Project.
- E. Any tasks necessary for the completion of Phase I and Phase II not specifically delineated in Paragraphs 11(A)-(C) as a responsibility of County shall be the responsibility of City.

12. **Services to be Performed by City (Phase I and Phase II):**

- A. Pay all outstanding invoices to reimburse the County for all actual costs associated with right-of-way acquisition (less donated County time and services), as a prior condition to the County's performance of any of the services listed in paragraph 11(A)-(C). (This item has been completed between the date of the original agreement and the new agreement. All invoices have been submitted and full payment has been received.)
- B. Provide to County, at City's own expense, an engineered plan set for Phase I and Phase II that includes the following:
 - a. Title Sheet
 - b. General and Project Notes

DAM

- c. Typical Section for twenty-two foot roadway with 220 LB/SY wearing surface and eight-inch sand/clay base
- d. Project Details
- e. Geometric Layout (including location of temporary elevation benchmarks)
- f. Plan Profile (including overlay with future SR 181 intersection)
- g. Temporary Traffic Control Plan
- h. Cross Sections
- i. Utility Sheets (existing and proposed)
- j. Summary of Quantities
- k. Erosion and Sediment Control Plan
- l. Bid additive for Corte Road West 1700'
- m. Bid additive for additional Bellaton Entrance features
- n. Any other sheets deemed necessary to successful letting, award, and construction of Phase I and Phase II.

(This item has been completed between the date of the original agreement and the new agreement)

- C. Provide to County for review and approval, at City's own expense, an itemized Project Cost Estimate for Phase I and Phase II construction, prepared by the Engineer of Record, that includes the following:
 - a. Construction cost estimate by pay item (including mobilization, engineering controls, and traffic control)
 - b. County Utility Relocation cost estimate
 - c. Materials and Testing cost estimate
 - d. CE&I cost estimate
 - e. Bid additive for Corte Road West 1700' cost estimate
 - f. Bid additive for Bellaton Entrance Features cost estimate

(This item has been completed between the date of the original agreement and the new agreement)

- D. Hold a pre-bid meeting, pre-construction meeting, and ensure the City's Engineer of Record is available at any other times necessary to answer questions about the proposed design, at the City's expense. (This item has been completed between the date of the original agreement and the new agreement)
- E. Provide written correspondence from all utility companies within the Phase I and Phase II scopes of work stating that the company has reviewed and concurs the utility plans for the project. In the case that the project is designed such that the new roadbed will be constructed over existing utilities, the City shall provide written confirmation that this is the intended design. Any utility costs associated with the project shall be at the City's expense. (This item has been completed between the date of the original agreement and the new agreement)

DMH

Agreement, excluding those which arise from an alleged injury to a County employee. This indemnification provision shall survive the expiration or termination of this Agreement.

City accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons (other than County employees) or damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City related to any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

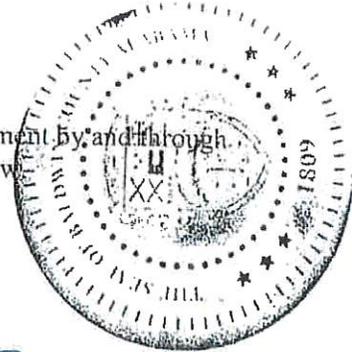
15. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
16. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
17. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
18. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.

DPK

19. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

DM

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.



COUNTY:
BALDWIN COUNTY

ATTEST:

BY: Billie Jo Underwood / 3/17/2020 /Date
Billie Jo Underwood / Chairman
Wayne Dyess / 3/17/2020 /Date
Wayne Dyess / County Administrator

CITY:
THE CITY OF DAPHNE

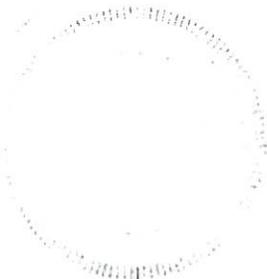
ATTEST:

BY: Dane Haygood / 2/12/2020 /Date
DANE HAYGOOD / Mayor
Candace G. Antinarella / 2/12/2020 /Date
CANDACE G. ANTINARELLA / City Clerk

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood, as Chairman of the Baldwin County Commission, and Wayne Dyess, as County Administrator of the Baldwin County Commission, 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 Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the 17th day of March, 2020.



Miranda N. McKinnon
Notary Public
My Commission Expires: February 25, 2023

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Dane Haygood, whose name as Mayor of the City of Daphne, and Candace G. Antinarella, whose name as City Clerk of the City of Daphne, 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 Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Daphne.

Given under my hand and official seal, this the 12th day of February, ~~2019~~ ²⁰²⁰.

Jessica H. Linne
Notary Public
My Commission Expires: _____



CORTE ROAD

A part of the Southwest Quarter of Section 22, Township 5 South, Range 2 East and the North Half of Section 27, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to remise, release, quitclaim and convey unto the City of Daphne, Alabama, any and all right and title to Corte Road right-of-way owned and maintained by Baldwin County, beginning at the east right-of-way line of County Road 13, running easterly to the west right-of-way line of State Route 181; said right-of-way being quitclaimed is described in Instrument No. 1689857; Instrument No. 1661857; Instrument No. 1677090; Instrument No. 1673712; Condemnation Order rendered in Baldwin County Probate Court Case File Number 35524, filed Instrument No. 1702120; Slide 2504-E; Slide 2587-E and Slide 2671 A-D.

AUSTIN ROAD

A part of the West Half of the Northwest Quarter of Section 26, Township 5 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to remise, release, quitclaim and convey unto the City of Daphne, Alabama, any and all right and title to Austin Road right-of-way owned and maintained by Baldwin County, beginning at the east right-of-way line of State Route 181, running easterly approximately 1,770 feet and the Austin Road right-of-way realignment, Baldwin County Project No. 0205317; said right-of-way being quitclaimed is described in Real Property Book 391 page 1306; part of Real Property Book 391 page 1307; part of Real Property Book 391 page 1304; Instrument No. 1107111; Instrument No. 1689857, corrected in Instrument No. 1824503 and Condemnation Order rendered in Baldwin County Probate Court Case File Number 35524, filed in Instrument No. 1702120.

PORTION OF AUSTIN ROAD AND THE RIGHT OF WAY REALIGNMENT OF AUSTIN ROAD TO BE QUITCLAIMED TO CITY OF DAPHNE



