

## TERMINATION AGREEMENT

This Termination Agreement (this "Agreement") is entered into by the Alabama Department of Transportation ("ALDOT"), Baldwin County, Alabama ("Baldwin County") and The Baldwin County Bridge Company, L.L.C. ("BCBC" and together with ALDOT and the County, herein the "Parties") as of May \_\_, 2024 (the "Effective Date").

### Recitals

1. Concurrently herewith, ALDOT is purchasing from BCBC the Beach Express Bridge which spans the Intracoastal Waterway (the "BEX Bridge"), together with all of the adjacent property owned by BCBC, and will cease tolling such that the BEX Bridge and that portion of the adjacent property which is a roadway (the "Roadway Property") will be a free public bridge and thoroughfare.
2. In connection with the acquisition and construction of the BEX Bridge and the Roadway Property, Baldwin County, the City of Foley, Alabama (the "City") and BCBC previously entered into (A) the Foley Beach Express Agreement dated June 1, 1999 among the City, BCBC, and Baldwin County (the "Tri-Party Agreement"), (B) the Mutual Assignment dated May 29, 1999 among the City, BCBC, and Baldwin County (the "Mutual Assignment") and (C) the Access Management Plan for the Foley-Beach Express dated May 1999 (the "AMP" and together with the Tri-Party Agreement and the Mutual Assignment herein the "Terminated Agreements").
3. Baldwin County issued a license (the "License") to BCBC to operate the BEX Bridge as a toll bridge the by way of the adoption of Resolution 96-48, dated August 7, 1996, as supplemented and amended (the "Toll License Resolutions").
4. As a consequence of the acquisition of the BEX Bridge and Roadway Property by ALDOT and the conversion of the BEX Bridge to a free bridge, the Parties have determined that it is necessary and appropriate to cancel the Terminated Agreements and the License on the terms set forth herein.

THEREFORE, in consideration of the terms herein contained, and for other good and valuable consideration received by the Parties, they each hereby agree as follows:

### **SECTION 1. Cancellation of Terminated Agreements and License; Releases.**

- (a) The Parties agree that, with the concurrence of the City, the Terminated Agreements will be cancelled on the Effective Date. Baldwin County, the City and BCBC will execute an instrument in substantially the form attached hereto as Exhibit A to cancel the Terminated Agreements on the Effective Date. Baldwin County and BCBC further consent and agree to the termination of the AMP as to the City of Orange Beach, Alabama and will take such actions and execute such instruments as are reasonable and appropriate to accomplish the same.

- (b) BCBC will deliver a letter to the Baldwin County Commission on the date hereof immediately and irrevocably surrendering the License for termination. Baldwin County agrees to accept the letter from BCBC as termination of the License and further agrees to take such additional actions as are necessary to repeal and terminate the Toll License Resolutions. Baldwin County further agrees to execute an instrument substantially in the form attached hereto as Exhibit B to evidence the cancelation of the License on the Effective Date.
- (c) Baldwin County irrevocably and unconditionally releases and discharges BCBC from any and all claims, actions, causes of action, rights, liabilities, obligations and demands of every kind or nature that arise or relate to the License, the Toll License Resolutions, the Terminated Agreements, the BEX Bridge or the Roadway Property, whether such claims, actions, causes of action, rights, liabilities, obligations, and demands are known or unknown, suspected or unsuspected, past, present and future, arising from, resulting from, or in any manner incidental or related to any matter, thing or event, occurring or failing to occur at any time in the past, up to and including the Effective Date.
- (d) Baldwin County represents that there are no required payments due to Baldwin County from BCBC of any nature, or which will in the future become due and payable under any of the Terminated Agreements or the AMP, other than generally applicable taxes or license fees, if any, which may be due to Baldwin County.
- (e) BCBC irrevocably and unconditionally releases and discharges Baldwin County from any and all claims, actions, causes of action, rights, liabilities, obligations and demands of every kind or nature that arise or relate to the License, the Toll License Resolutions, the Terminated Agreements, the BEX Bridge or the Roadway Property, whether such claims, actions, causes of action, rights, liabilities, obligations, and demands are known or unknown, suspected or unsuspected, past, present and future, arising from, resulting from, or in any manner incidental or related to any matter, thing or event, occurring or failing to occur at any time in the past, up to and including the Effective Date.
- (f) ALDOT irrevocably and unconditionally releases and discharges Baldwin County from any and all claims, actions, causes of action, rights, liabilities, obligations and demands of every kind or nature that arise or relate to the License, the Toll License Resolutions, the Terminated Agreements, or the Roadway Property, whether such claims, actions, causes of action, rights, liabilities, obligations, and demands are known or unknown, suspected or unsuspected, past, present and future, arising from, resulting from, or in any manner incidental or related to any matter, thing or event, occurring or failing to occur at any time in the past, up to and including the Effective Date.

**SECTION 2. Counterparts.**

This agreement may be executed in multiple counterparts, and each counterpart shall be considered an original, but all of which together shall constitute one and the same agreement.

**SECTION 3. Severability.**

If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the undertakings contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**SECTION 4. Successors.**

This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors. No Party may assign its rights or obligations hereunder.

**SECTION 5. No Third-Party Beneficiaries.**

This Agreement is for the sole benefit of the Parties and their respective successors, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**SECTION 6. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their duly authorized officers or representatives.

BALDWIN COUNTY, ALABAMA

By \_\_\_\_\_

Name: Billie Jo Underwood

Title: Chairman of the Baldwin County  
Commission

ALABAMA DEPARTMENT OF  
TRANSPORTATION

By \_\_\_\_\_

Name: John Cooper

Title: Director

THE BALDWIN COUNTY BRIDGE  
COMPANY, L.L.C.

By \_\_\_\_\_

Name:

Title:

Exhibit A

**AGREEMENT TO CANCELLATION OF  
TERMINATED AGREEMENTS**

WHEREAS, the City of Foley, Alabama ("Foley"), Baldwin County, Alabama (Baldwin County") and The Baldwin County Bridge Company, L.L.C. ("BCBC" and together with Foley and Baldwin County, herein the "Parties") previously entered into (A) the Foley Beach Express Agreement dated June 1, 1999 (the "Tri-Party Agreement"), (B) the Mutual Assignment dated May 29, 1999 (the "Mutual Assignment") and (C) the Access Management Plan for the Foley-Beach Express dated May 1999 (the "AMP" and together with the Tri-Party Agreement and the Mutual Assignment herein the "Terminated Agreements"), in connection with the acquisition and construction of the Beach Express Bridge which spans the Intracoastal Waterway (the "BEX Bridge") and adjacent roadway property (the "Roadway Property").

WHEREAS, concurrently herewith, the Alabama Department of Transportation ("ALDOT") is purchasing from BCBC the Beach Express Bridge and Roadway Property and will cease tolling such that the BEX Bridge and Roadway Property will be a free public bridge and thoroughfare.

WHEREAS, the Parties have agreed with ALDOT that the Terminated Agreements are inconsistent with ALDOT's plans to operate the BEX Bridge and Roadway Property as a free public bridge and thoroughfare and need to be cancelled.

THEREFORE, the Parties hereby agree that the Terminated Agreements are hereby terminated and cancelled as of the date hereof.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in several counterparts, each of which shall be deemed an original but all of which shall be construed, as one instrument, and have caused this Agreement to be dated May \_\_\_\_, 2024.

CITY OF FOLEY, ALABAMA

By \_\_\_\_\_

Name: Ralph Hellmich

Title: Mayor

BALDWIN COUNTY, ALABAMA

By \_\_\_\_\_

Name: Billie Jo Underwood

Title: Chairman of Baldwin County  
Commission

THE BALDWIN COUNTY BRIDGE  
COMPANY, L.L.C.

By \_\_\_\_\_

Name:

Title:

Exhibit B

STATE OF ALABAMA        )

COUNTY OF BALDWIN    )

CANCELLATION OF TOLL LICENSE

The undersigned, does hereby certify, attest and provide notice that (i) the Baldwin County Commission granted a toll bridge license (the "License") to The Baldwin County Bridge Company, L.L.C. pursuant to the adoption of Resolution 96-48, dated August 7, 1996, as supplemented and amended, (ii) the License was heretofore recorded in the office of the Judge of Probate of Baldwin County, Alabama on June 1, 1999 as instrument No. 495244, and (ii) the License has now been surrendered, cancelled and terminated.

Dated as of the \_\_\_\_\_ day of May, 2024.

BALDWIN COUNTY, ALABAMA

By: \_\_\_\_\_  
Chairman of the Baldwin County Commission

THIS INSTRUMENT PREPARED BY:  
William C. Gwathney III  
Balch & Bingham LLP  
Post Office Box 306  
Birmingham, Alabama 35201  
(205) 251-8100

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, the governing body of Baldwin County, Alabama, is signed to the foregoing instrument and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of the said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County, Alabama

GIVEN under my hand and official seal of office, this \_\_\_\_\_ day of May, 2024.

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_