

AGREEMENT

(BALDWIN COUNTY)

(ALABAMA)

County Road 65
From Underwood Rd to CR 28
Dirt Road Paving Project
Project No. 0210221 / HW21102000
Tracts No. 6, 7, 8, 10, & 11

This agreement is made between Baldwin County, Alabama, acting by and through its Highway Department, and Randy Leon Avera, Deborah Joan Avera, and Vera Ella Avera ("Averas"), by which the parties hereby agree as follows:

1. The Baldwin County Highway Department and/or its contractor will construct a new irrigation line with encasement to replace the existing unencased irrigation line under the County Road 65 roadway at approximate Station 63+24 on Project No. 0210221 / HW21102000 ("Project"). This new irrigation line will be installed in-kind and will traverse the entire width the County's existing right-of-way (ROW) and the ROW acquired as part of the Project, in the aggregate approximately 60 feet. Construction will be performed so that there is no unreasonable interruption of use of the irrigation line. The County or its contractor will construct the new irrigation line in accordance with the Utility Permit requirements of Baldwin County. Upon completion of construction the new irrigation line shall be exclusively maintained by the Averas, their heirs and assigns, as further set out below.
2. In order to effect such work, the Baldwin County Highway Department and/or Contractor shall have a temporary right-of-entry (ROE) of 20 feet in length by 20 feet in width, i.e. 10 feet on each side of the centerline of the new irrigation line immediately adjacent to the ROW acquired as part of the Project on both sides of said ROW. This ROE shall be effective for such time as needed to effect the work, but shall not exceed the duration of the Project.
3. The Averas, their heirs and assigns, shall have a perpetual easement to keep, use, and maintain the new irrigation line in said location, but for no other purposes. The length of said easement shall extend the full width of the County's ROW as aforesaid, being

approximately 60 feet, and will be 10 feet in width, i.e. 5 feet on each side of the centerline of the new irrigation line at approximate Station 63+24, and as shown on "Exhibit A" attached hereto. The Averas, their heir and assigns, shall maintain the irrigation line in accordance with the County's Utility Permit Guidelines. The Baldwin County Highway Department shall be contacted and coordinated with prior to any maintenance of the irrigation line performed within the County's ROW to ensure the safety of the travelling public.

4. The Baldwin County Highway Department and/or Contractor will pave asphalt aprons at the existing farm drive locations, with culverts if needed, to accommodate farm style vehicles and equipment at approximate Stations 36+90Rt, 63+00Rt, and 76+25Lt during construction of this project.
5. The Baldwin County Highway Department and/or Contractor will pave an asphalt apron at the existing residential drive location, with a culvert if needed, at approximate Project Station 75+90Rt during construction of this project.
6. The Baldwin County Highway Department and/or Contractor will install asphalt aprons for farm drives, with culverts if needed, at approximate Project Stations 49+90Rt, 63+50Lt, 66+75Rt to provide ingress/egress from County Road 65 to the Averas' property located on either side of said road that is being utilized as a crop field. The exact location of said drives will be determined by consultation between the Averas and the Area Supervisor and/or ROW Manager during the construction of the project.

The above provisions of this Agreement shall not become effective unless and until commencement of construction of the Project. Preparatory thereto, the parties further agree that the County will survey and mark the acquired ROW line on the Project boundary with the Averas, as well as install ROW monuments at six (6) locations on the Project along said boundary at which the ROW line changes direction (hereinafter "work"), which work will assist

the Averas installing markers else on said line as they may prefer. In connection with such work, the Averas hereby permit access to their property along said acquired ROW line as reasonably needed by the County and/or its contractor(s) to effect the work. The County will cause such work to be effected within 30-60 days of this Agreement being fully executed by the parties.

IN WITNESS WHEREOF, the parties herein have set their hands and seals this the ___ day of _____, 2023.

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

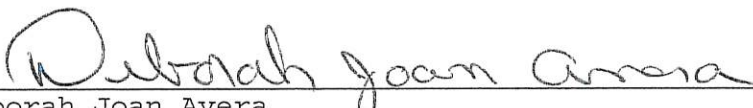
By: _____
Commissioner Charles F. Gruber, Chairman

Attest:

By: _____
Ronald J. Cink, Budget Director/
Interim County Administrator



Randy Leon Avera



Deborah Joan Avera



Vera Ella Avera

ACKNOWLEDGEMENTS ON FOLLOWING PAGES

ACKNOWLEDGEMENTS

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Maribeth Warner, a Notary Public, in and for said County in said State, hereby certify that **JAMES E. BALL**, whose name as **CHAIRMAN** of the **COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA**, a political subdivision of the State of Alabama, and **RONALD J. CINK**, whose name as **BUDGET DIRECTOR**, 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 20th day of March, 2023.



Maribeth Warner
NOTARY PUBLIC

My Commission Expires: 21 July 2026

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Maribeth Warner, a Notary Public in and for said County in said State, hereby certify that **RANDY LEON AVERA**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20th day of March, 2023.



Maribeth Warner
NOTARY PUBLIC

My Commission Expires: 21 July 2026

ACKNOWLEDGEMENTS

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that **CHARLES F. GRUBER**, whose name as **CHAIRMAN** of the **COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA**, a political subdivision of the State of Alabama, and **RONALD J. CINK**, whose name as **BUDGET DIRECTOR/INTERIM 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 _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County in said State, hereby certify that **RANDY LEON AVERA**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Maribeth Warner, a Notary Public in and for said County in said State, hereby certify that **DEBORAH JOAN AVERA**, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of March, 2023.



Maribeth Warner
NOTARY PUBLIC

My Commission Expires: 21 July 2026

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Maribeth Warner, a Notary Public in and for said County in said State, hereby certify that **VERA ELLA AVERA**, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of March, 2023.



Maribeth Warner
NOTARY PUBLIC

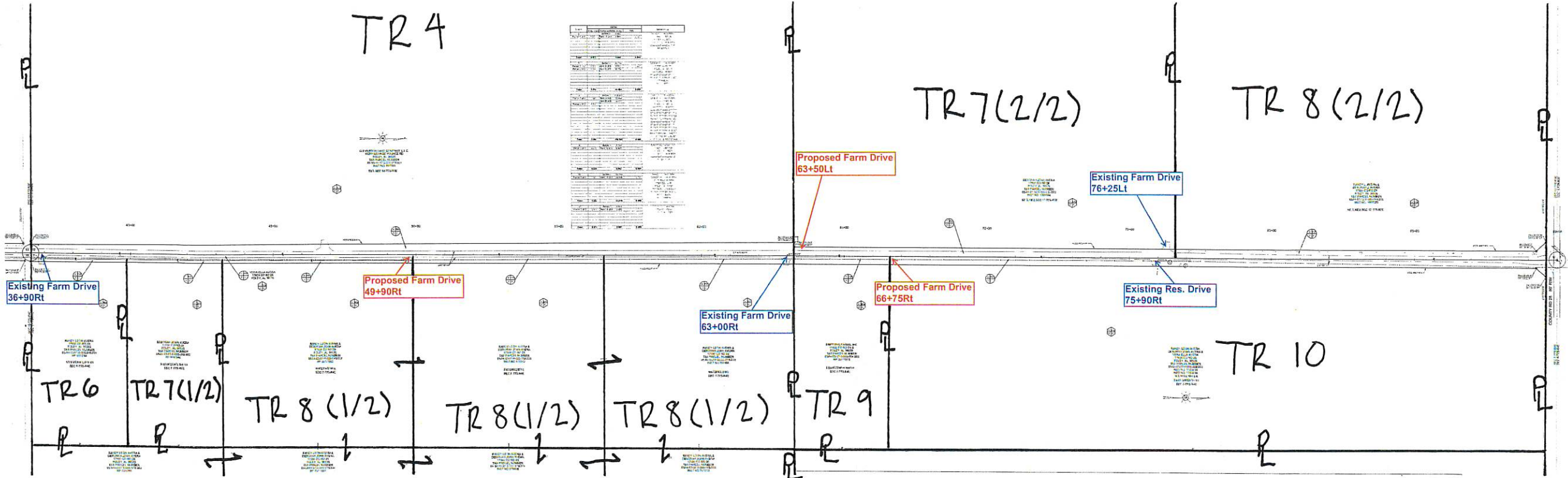
My Commission Expires: 21 July 2026

This instrument prepared by:
Mr. Tate Chalfant, ROW Manager
Baldwin County Highway Department
P.O. Box 220
Silverhill, AL 36576
Tate.Chalfant@baldwincountyal.gov

TR 4

TR 7(2/2)

TR 8(2/2)



Existing Farm Drive
36+90Rt

Proposed Farm Drive
49+90Rt

Existing Farm Drive
63+00Rt

Proposed Farm Drive
63+50Lt

Proposed Farm Drive
66+75Rt

Existing Farm Drive
76+25Lt

Existing Res. Drive
75+90Rt

TR 6

TR 7(1/2)

TR 8(1/2)

TR 8(1/2)

TR 8(1/2)

TR 9

TR 10

NO.	DESCRIPTION	DATE	BY
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