

## AGREEMENT

### **TRANSFER OF OWNERSHIP, MAINTENANCE AND RESPONSIBILITY FOR PORTIONS OF TWIN BEECH ROAD (AKA CR44) AND BISHOP ROAD IN THE CITY OF FAIRHOPE**

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

#### **RECITALS**

**Whereas**, the 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**, the County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve (hereinafter collectively "control") certain public roads inside their respective jurisdictions; and

**Whereas**, the County and City acknowledge and agree that the County maintains Twin Beech Road (also known as CR44) from the intersection of Greeno Road (US Hwy 98) to the intersection of County Road 13 approximately 5,280 feet in length (1.0 mile) (see Exhibit A); and Bishop Road from the intersection of Fairhope Avenue to the intersection of Edwards Avenue approximately 1,320 feet in length (0.25 mile) (see Exhibit B), are roads or road segments with the majority of the road frontages inside the corporate limits of the City of Fairhope and collectively described herein as "the Fairhope Roads"; and

**Whereas**, the City agrees to accept maintenance of the Fairhope Roads (as shown in Exhibit A and Exhibit B); and

**Whereas**, the City has found and determined that taking over control of the Fairhope Roads is in the best interest of City; and

**Whereas**, the County has found and determined that allowing the City to take control of the Fairhope Roads is in the best interest of the County; and

**Whereas**, the County and City now wish to enter into this Agreement to provide for their joint cooperation in transfer of maintenance responsibilities; and

**Whereas**, both the County and City have previously adopted Resolutions by their governing bodies assenting to this action and authorizing their respective officers to execute this Agreement; and

**Whereas**, the County and City are authorized to enter into this type of agreement pursuant to Code of Alabama, Section 11-49-80 and other state laws and constitutional amendments.

**NOW, THEREFORE**, in consideration often dollars (\$10.00), the mutual covenants and benefits achieved hereby, and other good and valuable consideration, the County and City hereby agree as follows:

Section 1. That the City shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads as shown in the attached Exhibits "A and B" effective upon execution of this agreement.

Section 2. The City's obligations under Section 1 shall not commence until the County has transferred ownership via recorded deed of the corresponding right-of-way.

Section 3. City shall indemnify, defend, and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever (excluding claims from injuries to Baldwin County employees), including claims for injunctive relief, condemnation or inverse condemnation, incurred by, asserted against, or imposed upon County, or as a result of any act or omission, by the City related to this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

Section 4. That this Agreement contains the entire agreement of the parties concerning the Fairhope Roads, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those contained in this agreement.

In Witness Whereof, County and City, by and through their duly authorized officers, have set their hands and seals on the dates indicated below, and this Agreement is effective as of the date the last party signs below.

**COUNTY:**  
**BALDWIN COUNTY**

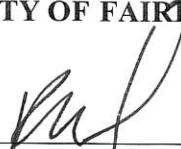
**ATTEST:**

BY: \_\_\_\_\_ /  
Charles F. (Skip) Gruber /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

**CITY:**  
**THE CITY OF FAIRHOPE**

**ATTEST:**

BY:  /  
Karin Wilson 10/10/19 /Date  
Mayor

 /  
Lisa Hanks, MMC 10/10/19 /Date  
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 CHARLES F. (SKIP) GRUBER, as Chairman of the Baldwin County Commission, and WAYNE DYESS, County Administrator of the Baldwin County Commission, 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 \_\_\_\_\_ day of October, 2019.

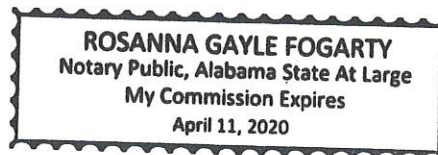
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, KARIN WILSON, whose name as Mayor of the City of Fairhope, and LISA A. HANKS, whose name as City Clerk of the City of Fairhope, 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 Fairhope.

Given under my hand and official seal, this the 11<sup>th</sup> day of October, 2019.

Rosanna Gayle Fogarty  
Notary Public  
My Commission Expires: \_\_\_\_\_



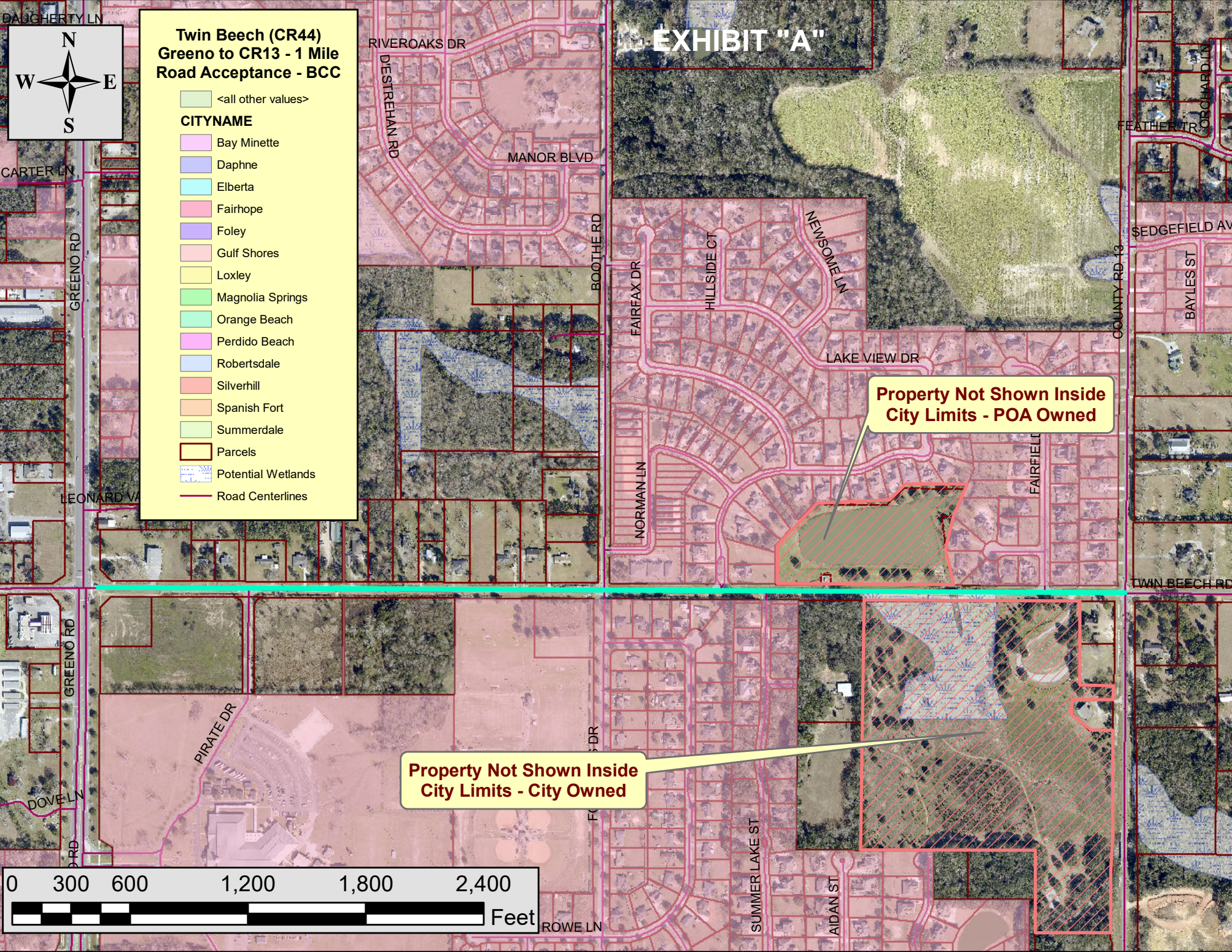
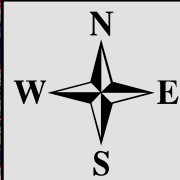
# EXHIBIT "A"

## Twin Beech (CR44) Greeno to CR13 - 1 Mile Road Acceptance - BCC

<all other values>

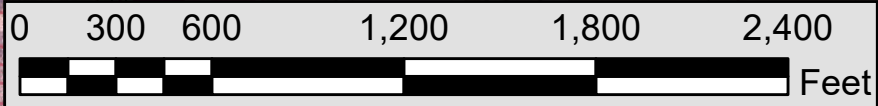
### CITYNAME

- Bay Minette
- Daphne
- Elberta
- Fairhope
- Foley
- Gulf Shores
- Loxley
- Magnolia Springs
- Orange Beach
- Perdido Beach
- Robertsdale
- Silverhill
- Spanish Fort
- Summerdale
- Parcels
- Potential Wetlands
- Road Centerlines



Property Not Shown Inside City Limits - POA Owned

Property Not Shown Inside City Limits - City Owned



# EXHIBIT "B"

## Bishop Road - 0.25 Mile Fairhope to Edwards Road Acceptance - BCC



<all other values>

### CITYNAME

- Bay Minette
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