

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2023-105
OF THE
BALDWIN COUNTY COMMISSION**

**RESOLUTION AUTHORIZING TRANSFER OF CERTAIN COUNTY ROADS TO
ALDOT AND RELATED MATTERS**

WHEREAS, Baldwin County, Alabama (the "County") owns Roscoe Road and related right-of-way lying south from Foley Beach Expressway to County Road 4 ("Roscoe Road"), 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 and herein "CR4"), the County owned and maintained sections of the Foley Beach Expressway and related right-of-way (the "County's Part of the FBE"), 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 (the "BBE" and together with Roscoe Road, CR4 and the County's Part of the FBE herein the "Roads"), as shown on Exhibits A and B; and

WHEREAS, the Baldwin County Commission (the "Commission") is currently responsible for the maintenance and repair of the Roads and the related expenses; and

WHEREAS, the County is a party to that certain The "Foley-Beach Express" Agreement dated as of June 1, 1999, and amended in April of 2019, between the City of Foley, Alabama ("Foley"), Baldwin County Bridge Company, L.L.C. ("BCBC") and the County (the "TriParty Agreement"); and

WHEREAS, the County has certain ongoing duties, obligations, and covenants to maintain under the TriParty Agreement with respect to the County's Part of the FBE; and

WHEREAS, the County is a party to that certain Mutual Assignment, dated May 29, 1999 (the "Mutual Assignment"), between Foley, BCBC and the County; and

WHEREAS, the County has certain ongoing obligations under the Mutual Assignment with respect to County's Part of the FBE; and

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 Part of the FBE; and

WHEREAS, the County has certain ongoing obligations under the AMP with respect to the County's Part of the FBE; and

WHEREAS, the Commission has determined that conveying the Roads to the Alabama Department of Transportation ("ALDOT") and assigning certain of the Commission's obligations with respect to the County's Part of the FBE under the TriParty Agreement, the Mutual Assignment and the AMP to ALDOT would result in substantial cost savings to the County and reduce the administrative burdens of the County with respect to the Roads; and

WHEREAS, ALDOT has indicated that it would be willing to accept ownership of the Roads and thereby assume responsibility for the maintenance and repair of the Roads, including without limitation the maintenance, repair and replacement of all related signage and traffic signals, and that it would be willing to assume certain of the County's obligations under the TriParty Agreement, the Mutual Assignment and the AMP.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION AS FOLLOWS:

1) In consideration for the undertakings of ALDOT described in the recitals above, the Commission hereby approves the transfer of all the County's right, title, interest in the Roads to ALDOT and hereby authorizes and directs the Chairman of the Commission to prepare and execute all appropriate deeds or other instruments necessary to convey said property to ALDOT.

2) The Chairman of the Commission is hereby authorized and directed to prepare and execute such agreements as are necessary and appropriate to delegate and assign to ALDOT, and to evidence ALDOT's assumption of, (i) 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 County's Part of the FBE, (ii) the County's obligation and covenant to maintain the County's Part of the FBE under Section 2(e) of the TriParty Agreement, (iii) the County's agreements with respect to permitted signage in Section 4(d) of the TriParty Agreement, (iv) the County's rights and responsibilities under the Mutual Assignment and (v) 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 County's Part of the FBE.

3) The Chairman of the Commission, the County Administrator and any other officials, employees or agents of the Commission are hereby authorized and directed to take any additional actions that may be necessary to carry out the provisions of this Resolution.

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IN WITNESS WHEREOF, the Baldwin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 2nd day of May, 2023.

Charles F. Gruber, Chairman
Baldwin County Commission

ATTEST:

Ronald J. Cink
Budget Director/Interim County Administrator



EXHIBIT A - BALDWIN BEACH EXPRESS SOUTH OF I-10 TO FBE

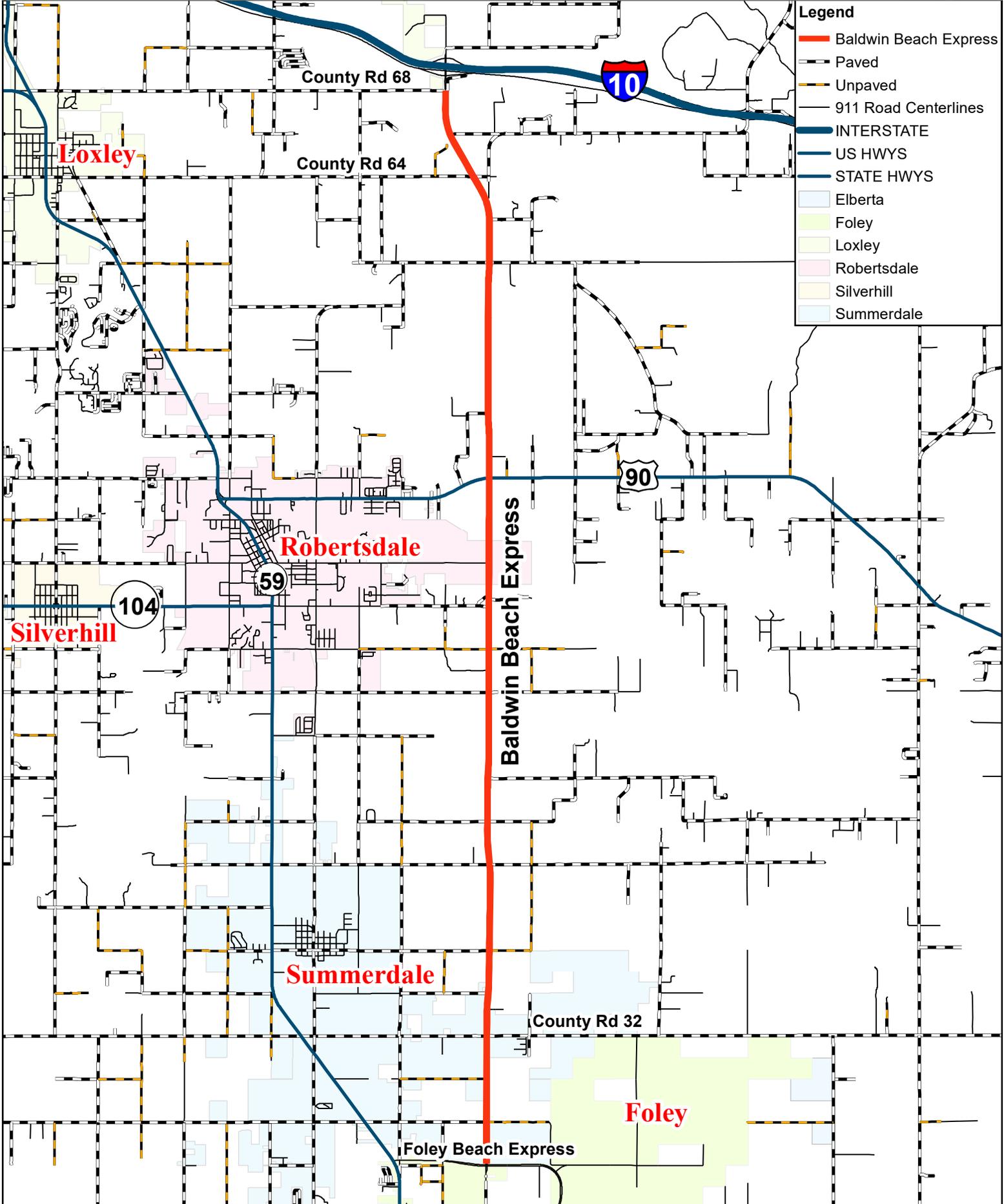




EXHIBIT B - BALDWIN BEACH EXPRESS SOUTH OF 1-10 TO FBE

