

FIRST AMENDMENT TO THE "FOLEY-BEACH EXPRESS" AGREEMENT

This First Amendment ("First Amendment") is entered into by and between the City of Foley, Alabama, a municipal corporation under the laws of the State of Alabama ("City"), Baldwin County Bridge Company, L.L.C., an Alabama limited liability company ("BCBC"), and Baldwin County, Alabama, a political subdivision of the State of Alabama ("County"), amending the "Foley-Beach Express" Agreement executed on or about June 1, 1999, and all exhibits, maps, documents and agreements related thereto (sometimes referred to herein collectively as the "Agreement").

WHEREAS, the City of Gulf Shores, Alabama, has requested the approval for the construction of a median crossover and intersection improvements at the intersection of County Road 8 and the Foley Beach Express which is needed as part of a City of Gulf Shores' development initiative related to the construction of a school and other related projects on County Road 8 (sometimes referred to herein as the "County Road 8 Project"); and

WHEREAS, the proposed improvements contemplated by the County Road 8 Project would be needed regardless of any future projects which may be contemplated by the Alabama Department of Transportation, including any other planned bridge projects across the Intracoastal. The intended purpose of the County Road 8 Project is not related to or intended in any way to affect or divert traffic away from the existing BCBC toll bridge over the Intracoastal Waterway; and

WHEREAS, the parties agree that the proposed County Road 8 Project will not violate the requirements of the Access Management Plan, as amended by this First Amendment to the "Foley-Beach Express" Agreement.

WHEREAS, the City, County and BCBC believe it to be in the best interest of the parties and for the orderly movement of traffic in the area to authorize and approve the construction of the proposed median crossover and intersection improvements, subject to the terms and conditions set forth herein; and

WHEREAS, the parties desire to amend the "Foley-Beach Express" Agreement and any and all exhibits, maps, documents and agreements related thereto in order to allow for the construction of the proposed median crossover and intersection improvements.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this First Amendment and the "Foley-Beach Express" Agreement, the City, BCBC and the County agree that the aforementioned "Foley-Beach Express" Agreement is hereby amended as follows:

1. Notwithstanding any provision, agreement, term, condition, procedure or requirement to the contrary, the City, County and BCBC hereby approve and authorize the construction of the median crossover and intersection improvements requested by the City of Gulf Shores as depicted in Exhibit A, which is attached hereto and incorporated by reference, subject to any changes, terms, conditions, requirements or maintenance agreements deemed necessary by the County Engineer or the County.

2. To the extent that any approvals, submissions, procedures, applications or any other action is required by the "Foley-Beach Express" Agreement, or any exhibits, maps, documents and agreements related thereto, in order to approve or authorize the construction of the median crossover and intersection improvements, the City, County and BCBC agree that all such requirements set forth in the Agreement have been met and satisfied, subject to any changes, terms, conditions, requirements or maintenance agreements deemed necessary by the County Engineer or the County. The construction of the median crossover and intersection improvements shall comply with all applicable federal, state and local laws, rules and regulations.

3. The parties agree and acknowledge that BCBC's agreement with the terms and conditions set forth herein is expressly conditioned upon the representations made to BCBC by the City of Gulf Shores and/or Baldwin County that the intended purpose of County Road 8 Project is not related to the new bridge that the Alabama Department of Transportation is planning to construct over the Intracoastal Waterway approximately 1.1 miles to the west of the existing BCBC bridge and that the County Road 8 Project is not designed or intended to divert traffic away from the existing BCBC bridge to the planned ALDOT bridge referenced herein.

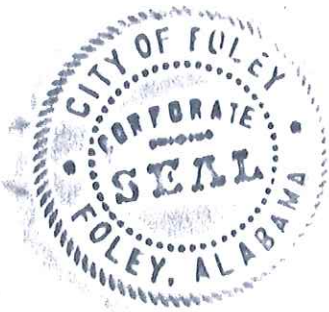
4. The "Foley-Beach Express" Agreement and any exhibits, maps, documents and agreements related thereto, including, but not limited to, the Access Management Plan for the Foley Beach Express, are hereby amended to the extent necessary to allow, authorize and approve the construction of the median crossover and intersection improvements depicted on Exhibit A, subject to any changes, terms, conditions, requirements or maintenance agreements deemed necessary by the County Engineer or the County.

5. Each party agrees that said party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to execution, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Amendment.

6. Except as expressly amended by this First Amendment, the "Foley-Beach Express" Agreement and any exhibits, maps, documents and agreements related thereto shall remain in full force and effect.

7. This Amendment may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

SIGNATURE PAGES TO FOLLOW:



CITY OF FOLEY, ALABAMA

By:


JOHN KONIAR
Its Mayor

Attest:


KATHRYN TAYLOR
City Clerk

STATE OF ALABAMA)

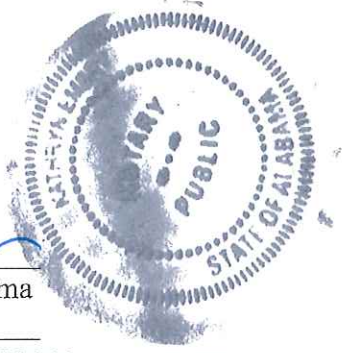
COUNTY OF BALDWIN)

I, Kathryn Embury, a Notary Public, in and for said County in said state, hereby certify that JOHN KONIAR, whose name as Mayor of the City of Foley, Alabama, and KATHRYN TAYLOR, whose name as City Clerk, 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 City.

Given under my hand and seal this 15th day of March, 2019.

Kathryn Embrey
Notary Public, Baldwin County, Alabama

My Commission Expires: _____



BALDWIN COUNTY COMMISSION

By: _____
CHARLES F. GRUBER
Its Chairman

Attest:

RONALD J. CINK
Budget Director

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 Baldwin County Commission, 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 County Commission.

Given under my hand and seal this ____ day of _____, 2019.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY BRIDGE
COMPANY, L.L.C.

By: _____

Neal M. Bel. Fsty

Its *president* _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in
said State, hereby certify that _____, whose name as _____ of
BALDWIN COUNTY BRIDGE COMPANY, L.L.C., an Alabama limited liability company, 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, as such officer and with full
authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this _____ day of _____, 2019.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____