

COUNTY OF BALDWIN
STATE OF ALABAMA

**AGREEMENT
(TRANSFER OF STYRON LANE)**

This Agreement is entered into between Baldwin County, Alabama, by and through the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama ("Baldwin County"), and the City of Robertsedale, Alabama, a municipal corporation ("City of Robertsedale") effective as of the date the last party signs below.

WHEREAS, a certain roadway known as Styron Lane, which is approximately 0.25 miles in length running south from U.S. Highway 90 as depicted on the attached Exhibit "A" (hereinafter "Styron Lane"), is contiguous with the corporate limits of the City of Robertsedale; and

WHEREAS, the City of Robertsedale desires to take over from Baldwin County and assume sole and exclusive authority and responsibility to control, manage, supervise, regulate, repair, maintain and improve Styron Lane which will allow the City of Robertsedale to facilitate access to and development of property owned by the City of Robertsedale in this area; and

WHEREAS, the City of Robertsedale has found and determined that taking over and assuming sole and exclusive authority and responsibility to control, manage, supervise, regulate, repair, maintain and improve Styron Lane is in the best interest of the City of Robertsedale; and

WHEREAS, Baldwin County has found and determined that allowing the City of Robertsedale to take over and assume sole and exclusive authority and responsibility to control, manage, supervise, regulate, repair, maintain and improve Styron Lane is in the best interest of Baldwin County; and

WHEREAS, both the City of Robertsedale and Baldwin County have previously adopted Resolutions by their governing bodies assenting to this action and authorizing their respective officials to execute this Agreement; and

WHEREAS, the City of Robertsedale and Baldwin County 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 of ten dollars (\$10.00), the mutual covenants and benefits set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Robertsedale and Baldwin County hereby agree as follows:

Section 1. The City of Robertsedale does hereby agree to take over and assume sole and exclusive authority and responsibility to control, manage, supervise, regulate, repair, maintain and improve that portion of Styron Lane running approximately 0.25 miles south from U.S. Highway

90 as shown on the attached Exhibit "A" ("Styron Lane") effective as of the date the last party signs below.

Section 2. The City of Robertsdale hereby assumes sole and exclusive authority and responsibility to control, manage, supervise, regulate, repair, maintain and improve Styron Lane in its as is, where-is, and with all faults condition, and the City of Robertsdale hereby acknowledges, understands and agrees that Baldwin County has made no representations or warranties concerning the condition, nature of, or any matter affecting Styron Lane and that the City of Robertsdale has made its own independent investigation and decision to take this action.

Section 3. The City of Robertsdale shall indemnify, defend and hold Baldwin County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "BALDWIN 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, including claims for injunctive relief, condemnation or inverse condemnation, incurred by, asserted against, or imposed upon BALDWIN COUNTY, or as a result of or in any manner related to this Agreement or Styron Lane, the provision of services, duties or obligations hereunder, or any act or omission, by the City of Robertsdale or its officials, affiliates, employees, agents, or representatives. 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 authority and responsibility to control, manage, supervise, regulate, repair, maintain and improve Styron Lane, 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, the City of Robertsdale and Baldwin County, by and through their duly authorized officials, have set their hands and seals on the dates indicated below, and this Agreement.

Approved this _____ day of _____, 2019.

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: _____ /
Billie Jo Underwood /Date
Chairman

_____/_____
Wayne Dyess / Date
County Administrator

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that the names of BILLIE JO UNDERWOOD, 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 _____, 2019.

Notary Public
My Commission Expires: _____

CITY:
THE CITY OF ROBERTSDALE

ATTEST:

BY: _____ /
Charles H. Murphy / Date
Mayor

Shannon Burkett / 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 H. MURPHY, whose name as Mayor of the City of Robertsdale, and SHANNON BURKETT, whose name as City Clerk of the City of Robertsdale, 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 Robertsdale.

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

Notary Public
My Commission Expires:

Legend

- Roadway Centerlines
- ▨ Robertsdale City Limits

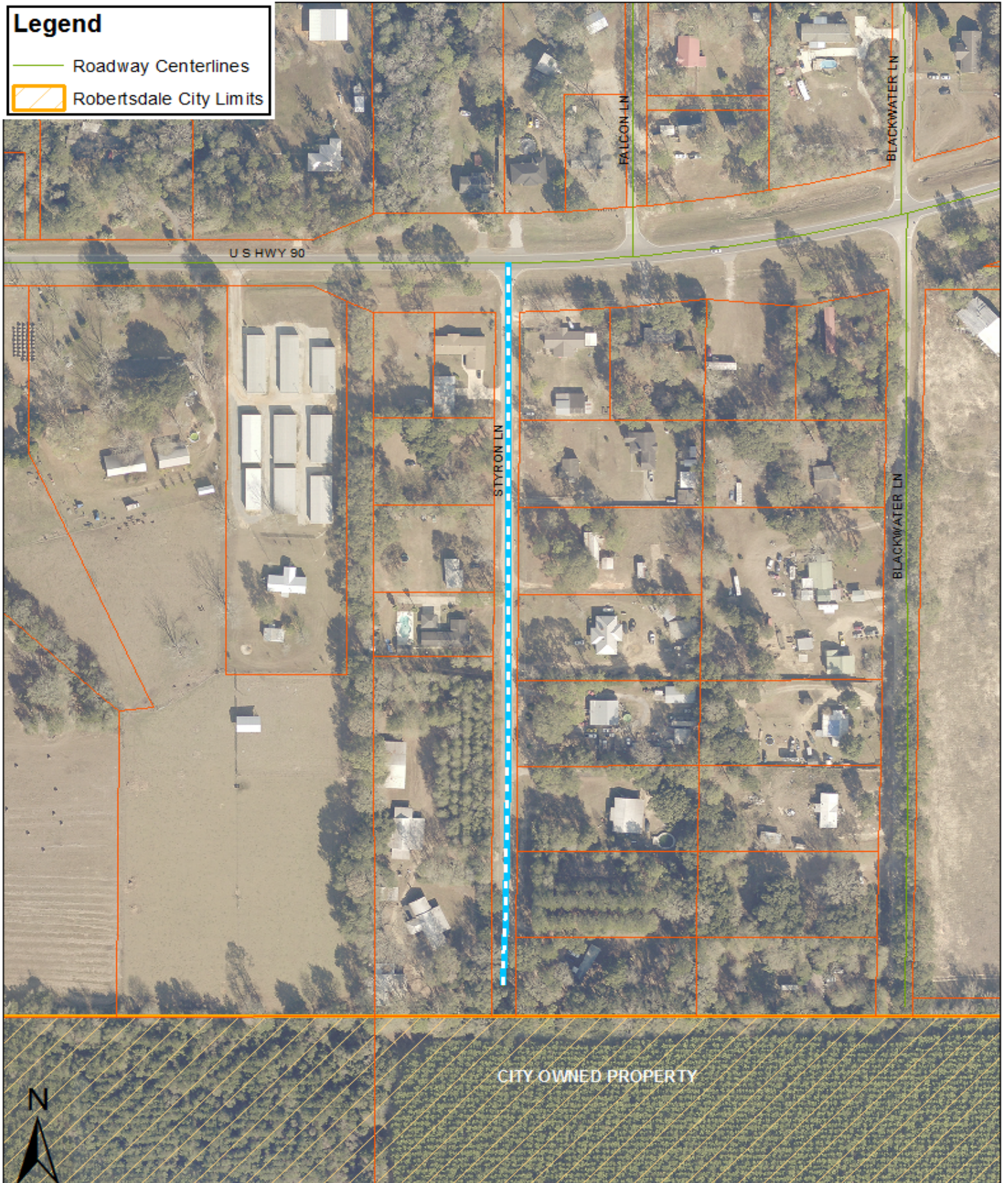


EXHIBIT A
STYRON LANE