

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

CITY OF ROBERTSDALE, et al., *

Plaintiff, *

vs. *

Case Number: CV- 2009-901240.80

EAST CENTRAL BALDWIN COUNTY *

WATER, SEWER, AND FIRE *

PROTECTION AUTHORITY, et al. *

Defendant. *

MEDIATION SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of March, 2020, by and between City of Robertsdale, hereinafter referred to as Robertsdale and East Central Baldwin County Water, Sewer, and Fire Protection Authority, hereinafter referred to as ECBC.

WHEREAS, Robertsdale, has instituted an action against ECBC now pending in the Circuit Court of Baldwin County, Alabama, captioned City of Robertsdale, et al., vs. East Central Baldwin County Water, Sewer, and Fire Protection Authority, et al., Civil Action No. CV-2009-901240, in which Robertsdale, has asserted claims; and

WHEREAS, ECBC, denies any liability and wrongdoing whatsoever; and

WHEREAS, Robertsdale and ECBC, through mediation, wish to settle and resolve all claims asserted in the Baldwin County Litigation and any and all other matters, claims, disputes and issues between Robertsdale and ECBC; and

WHEREAS, the Parties to this Agreement, having been advised of their potential rights, liabilities, obligations, if any, in connection with their respective claims against the other party and any related claims, and being represented by counsel of their own

choosing, consider it in their best interest to fully settle, resolve, compromise and fully release all claims, disputes, and differences between them in order to avoid the costs, fees and uncertainty of judicial dissolution and litigation; and

WHEREAS, each of the Parties desires to forego and waive any claims against the other party on the terms and conditions more specifically set forth in this Agreement; and

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Robertsdale and ECBC hereby covenant and agree as follows:

1. Robertsdale and ECBC will enter into a consent decree which will incorporate the terms of this settlement. Attached thereto will be an Exhibit A, a color-coded map which will reflect ECBC's existing service area, ECBC's concessions or transfer of service area to Robertsdale, and Robertsdale's service area. This exhibit will be an official document of ownership of all involved parties.
2. ECBC will transfer and cede to Robertsdale all of ECBC's service area west of the Baldwin Beach Express, starting at County Road 48 South, and running North to the Blackwater River with the exception of the James Hardy, Jr., property which is specifically excluded herefrom. ECBC will convey to Robertsdale all of its infrastructure within this area and Robertsdale will pay ECBC \$120,000.00 for the infrastructure that runs on County Road 71, East Silverhill Avenue, Shobe Lane, Byrd Lane, Oak Ridge Drive West, Fairground

Road, McDaniel Lane, Hubbard Road, and County Road 48 as shown on Exhibit "A". Payment will be made to ECBC from Robertsdale within 30 days from the effective date of said consent decree.

3. Both parties will enter into a 5-year mutual aid agreement which will be a separate agreement whereby each party agrees to pay the other \$2.50 per thousand gallons of water provided. This agreement will be executed within 24 months and anytime earlier upon agreement of the parties.
4. As part of the above referenced mutual aid agreement, Robertsdale will construct an interconnect with ECBC at a location to be determined at a future date by both parties. In the event a dispute arises over the location, both sides can present this argument to the mediator, the Honorable Langford Floyd, Esquire, and he will decide the location. Robertsdale will put in a water meter and water vault which it will construct at its own cost.
5. ECBC will cede to Robertsdale the service area lying East and North of Robertsdale's city limits, illustrated on Exhibit A attached, with the following conditions:
 - A. Robertsdale will extend water mains from their closest supply lines as needed to provide water service to the existing ECBC customers in the ceded service areas.
 - B. ECBC will convey the following infrastructure to Robertsdale as reflected on Exhibit A (this listing is approximate in that it was determined by using GIS data which may not be totally exact), to-wit:

1. County Road 71
 - (a) 1626 ft of 3" PVC Pipe.
 - (b) 6 - $\frac{3}{4}$ " residential service connections.
 - (c) 1 flush hydrant.
2. East Silverhill Avenue
 - (a) 2,789 ft of 3" PVC Pipe.
 - (b) 2,621 ft of 6" PVC Pipe.
 - (c) 12 - $\frac{3}{4}$ " residential service connections.
 - (d) 1 flush hydrant.
 - (e) 1 fire hydrant.
 - (f) 4 - 3" MJ gate valves.
3. Shobe Lane
 - (a) 1,327 ft of 3" PVC Pipe.
 - (b) 2 - $\frac{3}{4}$ " residential service connections.
 - (c) 1 flush hydrant.
4. Byrd Lane
 - (a) 578 ft. of 3" PVC Pipe.
 - (b) 2- $\frac{3}{4}$ " residential service connections.
 - (c) 1 flush hydrant.
5. Oak Ridge Drive West
 - (a) 613 ft. of 6" PVC Pipe.
 - (b) 1- $\frac{3}{4}$ " residential service connection.
6. Fairground Road

- (a) 2538 ft. Of 3" PVC Pipe.
 - (b) 1- ¾" residential service connection.
- 7. McDaniel Lane
 - (a) 289 ft. of 6" PVC Pipe.
 - (b) 1 fire hydrant.
- 8. Hubbard Rd
 - (a) 749 ft. of 3" PVC Pipe.
 - (b) 2- ¾" residential service connections.
 - (c) 1 flush hydrant.
- 9. County Road 48
 - (a) 678 ft of 6" PVC Pipe.
 - (b) 5 -¾" residential service connection.
 - (c) 1 fire hydrant.
- 6. ECBC will maintain its infrastructure running North and South along the West side of the Baldwin Beach Express. ECBC will agree that Robertsedale can run parallel lines to the West side of ECBC's existing lines and infrastructure. ECBC is authorized to run a parallel transmission line up the East side of the Baldwin Beach Express from U.S. Hwy. 90 to Oak Ridge Road so as to allow ECBC to create a loop in ECBC's system.
- 7. The transition with respect to all parameters outlined in this Agreement will be done within 24 months. ECBC will continue to service the effected customers in the ceded service area until such time as water service has been extended to said customers as outlined herein.

8. ECBC's sewer rights remain non-exclusive, so in the event Robertsdale wants to run service in ECBC's service area, and ECBC does not have any sewer infrastructure in place in that part of their service area, they do not have to pay a franchise fee or be subject to ECBC regulations.
9. Robertsdale is given a first right of refusal to purchase any or all of the ECBC system or infrastructure in the event ECBC decides to sell the same.
10. In the event ECBC stays current with any and all City Business Licenses legally due from ECBC to Robertsdale for its activity in Robertsdale's corporate limits, police jurisdiction or newly annexed areas, no franchise fee will be due, and the same are waived. The parties agree to execute a separate franchise agreement between themselves, reflecting the same.
11. This Medication Settlement Agreement shall become final when approved by the Baldwin County Commission which said approval shall be evidenced by its execution of this document.
12. ECBC and Robertsdale will dismiss any and all pending actions or complaints against one another with prejudice.
13. Robertsdale and Baldwin County will dismiss any and all pending actions or complaints against one another with prejudice.
14. Any order entered in this case based upon this Medication Settlement Agreement shall be recorded in the probate records of Baldwin County, Alabama.
15. Each party will be responsible for their own costs of the proceeding.

**THE CITY OF ROBERTSDALE,
a municipal corporation**

CHARLES MURPHY
ITS: Mayor

KENNETH R. RAINES
Attorney for City of Robertsdale
Post Office Box 453
Fairhope, AL 36533
251-517-0528
kraines@raineslawfirm.com

**EAST CENTRAL BALDWIN COUNTY WATER,
SEWER AND FIRE PROTECTION AUTHORITY**

BY: _____

CARL A. DAVIS
Chairman of the Board

ROBERT A. WILLS
Attorney for ECBC
Post Office Box 547
Bay Minette, AL 36507
251-937-2411
rwills423@aol.com

BALDWIN COUNTY COMMISSION

BY: _____

Printed Name: _____
Its: _____

HOPE C. HICKS
Attorney for Baldwin County
Post Office Box 2148
Montgomery, Alabama 36102
Email: hhicks@ball-ball.com

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Charles Murphy, whose name as Mayor of The City of Robertsedale, a municipal corporation, is signed to the foregoing agreement, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said responses he executed the same voluntarily for and on behalf of The City of Robertsedale, a municipal corporation, on the day the same bears date.

Given under my hand and seal on this the ____ day of March, 2020.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Carl A. Davis, whose name as Chairman of the Board of East Central Baldwin County Water, Sewer, and Fire Protection Authority, is signed to the foregoing agreement, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said responses he executed the same voluntarily for and on behalf of East Central Baldwin County Water, Sewer, and Fire Protection Authority, on the day the same bears date.

Given under my hand and seal on this the ____ day of March, 2020.

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 _____, whose name as _____ of the BALDWIN COUNTY COMMISSION, 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 foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this _____ day of March, 2020.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A-1

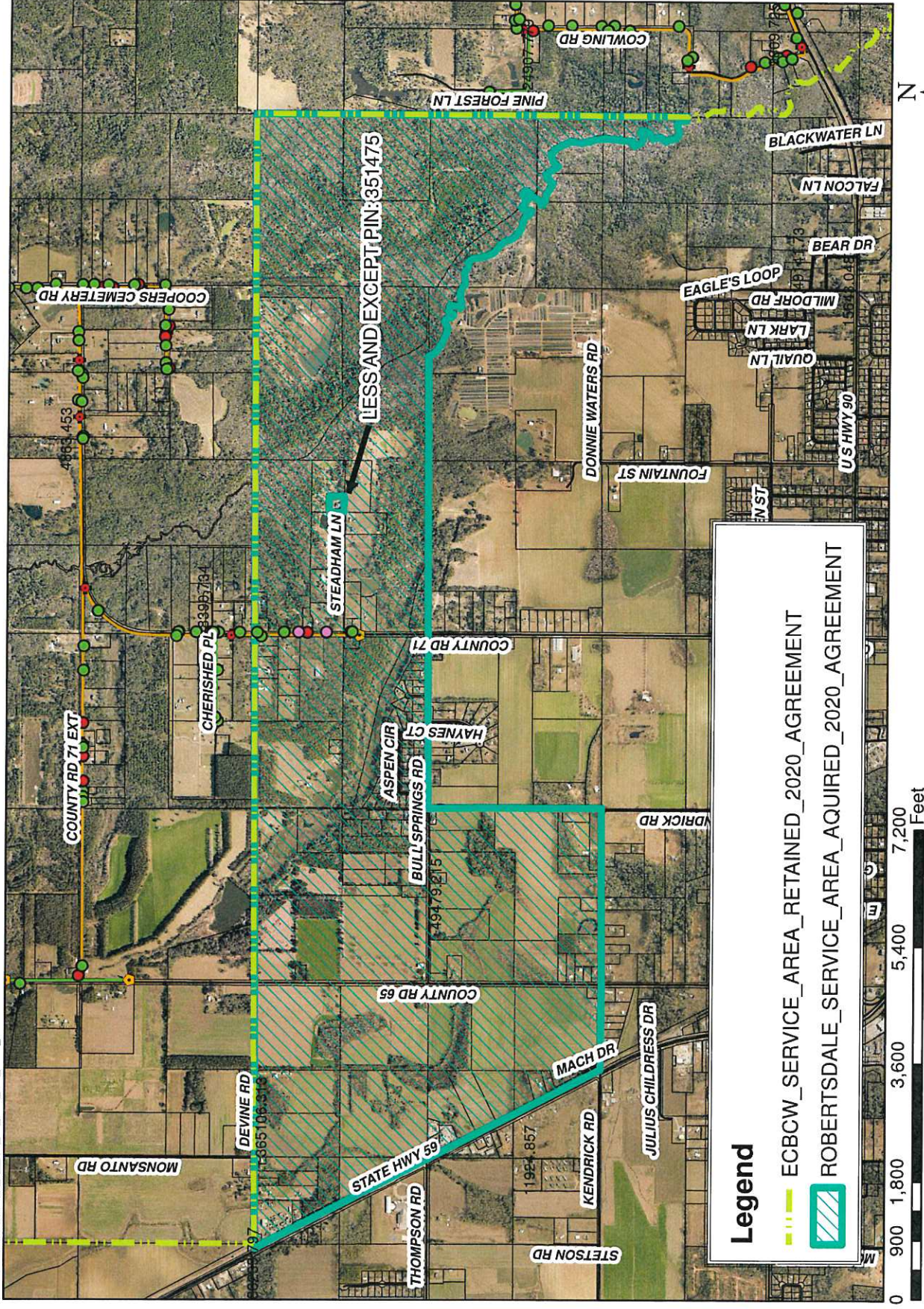
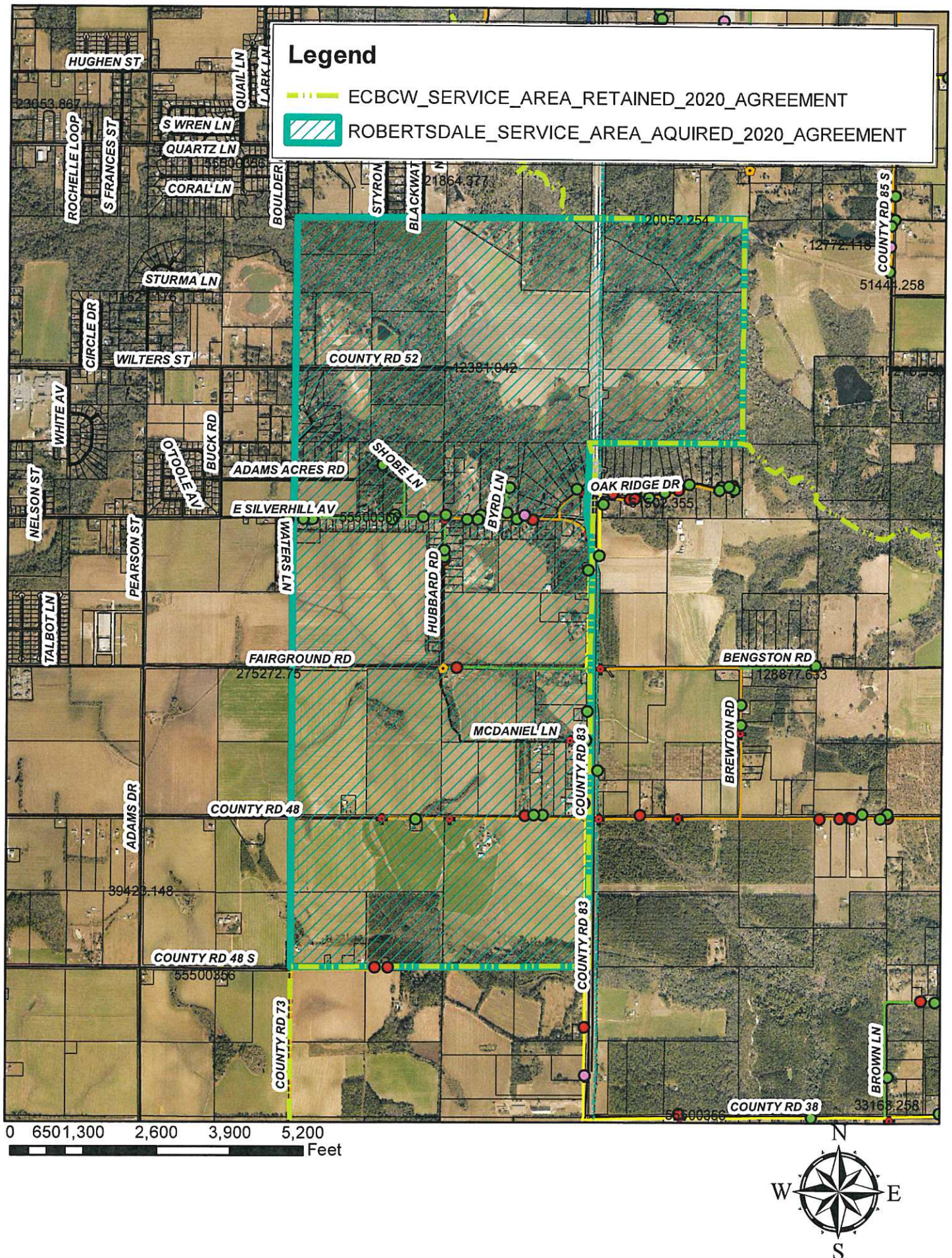


EXHIBIT A-2



Legal Description for Service Area South of Devine Rd. (Figure 1)

COMMENCING and BEGINNING from the purported Southeast corner of the Southwest $\frac{1}{4}$ of Section 30, Township 5 South, Range 4 East, Baldwin County, Alabama, thence west along the south section lines of Section 30, Township 5 South, Range 4 East, and Section 25, Township 5 South, Range 3 East to the eastern right of way line of Alabama State Highway 59, thence northwest along said right of way to the intersection of the north section line of Section 25, Township 5 South, Range 3 East, thence east along said section line to the Northeast corner of Section 25, Township 5 South, Range 3 East, thence continue east along the North section lines of Section 30, 29, and 28, Township 5 South, Range 4 East, to the Northeast corner of the Northwest $\frac{1}{4}$ of Section 28, Township 5 South, Range 4 East, thence south along the East line of the west half of said Section 28, to the Southeast corner of the Southwest $\frac{1}{4}$ of Section 28, Township 5 South, Range 4 East, thence continue south approximately 1,330' to the centerline of Blackwater River, thence run northwesterly along and following the centerline of said river to the Southeast corner of the Northeast $\frac{1}{4}$ of Section 29, Township 5 South, Range 4 East, thence west to the Northwest corner of the Southeast $\frac{1}{4}$ of Section 30, Township 5 South, Range 4 East, thence south back to the point of beginning.

Less and Except PIN 351475 located on Steadham Road.

Legal Description for Service Area South of Hwy 90 (Figure 2)

COMMENCING and BEGINNING from the purported Northwest corner of Section 4, Township 6 South, Range 4 East, Baldwin County, Alabama, thence south along the west section lines of Sections 4, 9, and 16 to the Southwest corner of the Northwest $\frac{1}{4}$ of Section 16, Township 6 South, Range 4 East, thence east along the south line of the north half of Section 16, Township 6 South, Range 4 East, to the intersection of the west right of way of the Baldwin Beach Express, thence north along said right of way to the intersection of the south line of the North half of the Southeast $\frac{1}{4}$ of Section 4, Township 6 South, Range 4 East, thence east to the Southeast corner of the North half of the Southwest $\frac{1}{4}$ of Section 3, Township 6 South, Range 4 East, thence north along the east line of the west half of said Section 3 to the Northeast corner of the Northwest $\frac{1}{4}$ of Section 3, Township 6 South, Range 4 East, thence west along the north lines of Section 3 and Section 4 back to the point of beginning.