

**AGREEMENT BETWEEN THE  
STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF FOLEY**

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**FOR THE TRANSFER OF CERTAIN PUBLIC ROADS AND  
MAINTENANCE RESPONSIBILITIES**

This AGREEMENT is made and entered into by and between the State of Alabama, Alabama Department of Transportation, hereinafter referred to as ALDOT, and the City of Foley, hereinafter referred to as the CITY, and

WHEREAS, the CITY owns or has certain rights and responsibilities over an approximately nine (9) mile portion of the Foley Beach Expressway from where it intersects with State Highway 59 to where it intersects with County Road 12 South, hereinafter referred to as the ROADWAY;

WHEREAS, the CITY is currently responsible for the maintenance and repair of the ROADWAY and the related expenses;

WHEREAS, ALDOT desires to take over responsibility for maintenance and repair of the ROADWAY as part of its plans to purchase the Beach Express Bridge which spans the Intracoastal Waterway (the "BEX Bridge") together with all of the adjacent property owned by the Baldwin County Bridge Company ("BCBC"), which forms the southern portion of the Foley Beach Expressway, for operation as a free public bridge and state highway;

WHEREAS, the Parties have determined that it is in the public interest for ALDOT to own and maintain the full length of the Foley Beach Expressway; and

WHEREAS, it is in the public interest for ALDOT and the CITY to cooperate in the preparation and execution of an agreement necessary and appropriate to transfer ownership and maintenance of the ROADWAY

NOW THEREFORE, ALDOT and the CITY for, and in consideration of the ROADWAY stated herein, and other good and valuable consideration, do hereby mutually promise and agree as follows:

1. The CITY agrees to transfer its possession and ownership of the ROADWAY depicted on Exhibit "A" hereto by quitclaim deed to ALDOT, without warranty of title or condition, in its as-is, where-is, and with all faults condition, transferring any and all rights, title, and interest the CITY may possess in the above-described ROADWAY.

2. ALDOT agrees to assume ownership and maintenance of the above-described ROADWAY upon execution and delivery of the quitclaim deeds.

3. ALDOT agrees to permit the City-owned "wayfinding" signs that are located in the ROADWAY to remain in place, and ALDOT agrees to allow the City to maintain, repair and replace the existing signs (in the same general location and size) from time to time.

4. By entering into this Agreement, the CITY is not an agent of the State, its officers, employees, agents or assigns. The CITY is an independent entity from the State and nothing in this Agreement creates an agency relationship between the parties.

5. The Parties will work together to close the conveyance of the ROADWAY. Time is of the essence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and this Agreement is deemed to be dated and to be effective upon its execution by all the parties.

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**ATTEST: (AFFIX SEAL)**

**City of Foley, Alabama**

**BY:** \_\_\_\_\_  
**City Clerk (Signature)**

**BY:** \_\_\_\_\_  
**As Mayor (Signature)**

\_\_\_\_\_  
**Print Name of Clerk**

\_\_\_\_\_  
**Print Name of Mayor**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**This agreement has been legally reviewed and approved as to form.**

\_\_\_\_\_  
**Counsel for  
Alabama Department of Transportation**

**RECOMMENDED:**

\_\_\_\_\_  
**Edward N. Austin, P.E.  
Chief Engineer  
Alabama Department of Transportation**

**APPROVED:**

**Alabama Department of Transportation**

\_\_\_\_\_  
**John R. Cooper  
Transportation Director**

**Date:** \_\_\_\_\_