

COUNTY OF BALDWIN
STATE OF ALABAMA

AGREEMENT
(TRANSFER OF BECK ROAD)

This Agreement is entered into between Baldwin County, Alabama, a political subdivision of the State of Alabama (“Baldwin County”), and the City of Foley, Alabama, a municipal corporation (“City of Foley”) effective as of the date stated below;

WHEREAS, a certain portion of Beck Road running from Juniper Street to County Road 20, which is approximately 1.25 miles in length and depicted on the attached Exhibit “A” (hereinafter “Beck Road”), is partially inside the corporate limits of the City of Foley and partially in the unincorporated area of Baldwin County; and

WHEREAS, Beck Road is a dirt road with limited improvements; and

WHEREAS, the City of Foley desires to take over from Baldwin County sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of Beck Road to facilitate the orderly development of this area of the City of Foley in its corporate limits and exclusive police jurisdiction and to facilitate the development of property owned by the City of Foley in this area; and

WHEREAS, the City of Foley has found and determined that taking over ownership, control, maintenance, and responsibility of Beck Road is in the best interest of the City of Foley; and

WHEREAS, Baldwin County has found and determined that allowing the City of Foley to take over ownership, control, maintenance, and responsibility of Beck Road is in the best interest of Baldwin County; and

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

WHEREAS, the City of Foley 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 achieved hereby, and other good and valuable consideration, the City of Foley and Baldwin County hereby agree as follows:

Section 1. That the City of Foley shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for that portion of Beck Road running approximately 1.25 miles from Juniper Street to County Road 20 as shown on the attached Exhibit "A" ("Beck Road") effective as of the date the last party signs below.

Section 2. That the City of Foley hereby assumes such responsibility of Beck Road in its as-is, where-is, and with all faults condition, and the City of Foley hereby agrees that Baldwin County has made no representations or warranties concerning the condition or nature of Beck Road and that the City of Foley has made its own investigation and decisions to take this action.

Section 3. That this Agreement contains the entire agreement of the parties concerning Beck Road, 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 Foley and Baldwin County, by and through their duly authorized officers, have set their hands and seals on the dates indicated below, and this Agreement is effective as of the date the last party signs below.

City of Foley, Alabama,
A municipal corporation

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____
Date: _____

Baldwin County Commission
Baldwin County, Alabama,
A political subdivision of the State of Alabama

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____
Date: _____