



**BALDWIN COUNTY**  
HIGHWAY DEPARTMENT  
P.O. Box 220  
SILVERHILL, ALABAMA 36576  
TELEPHONE: (251) 937-0371  
FAX (251) 937-0201

*FRANK LUNDY, P.E.*  
*COUNTY ENGINEER*

May 23, 2024

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Utilities Board of the City of Foley, aka Riviera Utilities  
P.O. Box 2050  
Foley, AL 36536

**RE: PROJECT NO. HW22025**  
**CR 65 AT THE INTERSECTION**  
**OF CR 65 AND CR 26**  
**TRAFFIC LIGHT INSTALLATION**  
**BALDWIN COUNTY, ALABAMA**  
**AREA 300**  
**TRACT 3**

To whom it may concern:

This offer letter nullifies all offers and their related agreements made on the above-referenced tract of land for Baldwin County Highway Department Project No. HW22025 made prior to the above-stated date, more specifically the offer letter dated April 22, 2024. This revised offer reflects the new acreage of right-of-way for the project.

The Baldwin County Highway Department is in the process of acquiring rights-of-way for the purpose of constructing the above-referenced project.

The proposed construction of this road will necessitate the purchase of approximately **0.039** acres of your property, which is identified as **Tract No. 3** on our right-of-way map. We have had your property appraised by a qualified independent real estate appraiser who was instructed to make a careful study of all legally compensable elements of value which contribute to the present worth of your property. He was also instructed to carefully consider the effect of the highway on the value of your remaining lands and improvements, if any.

In addition, a thorough review of the appraisal report has been made by the Department's staff. Our studies indicate that the just compensation you are due is **\$8,867.00<sup>®</sup>** and we are hereby making this offer to you. This offer includes payment for all land and improvements in the acquisition area along with any damages/enhancement (if applicable) as a result of the acquisition. A summary of this amount is shown on Page 2. It should be understood that this offer is not binding if our title search indicates that you do not own fee simple title or if the project, prior to closing the transaction, is abandoned, or significantly altered.

Attached are an Agreement, W-9 form, and a right-of-entry permit for your signature should this offer be acceptable to you. Also attached is a highlighted property sketch showing the area of your property needed for the construction of this project, and a self-addressed stamped envelope. Please sign and have witnessed all copies of the Agreement, W-9, and the right-of-entry permit. The self-addressed stamped envelope is for your use in returning the agreement, and right-of-entry permit to us. We hope that the amount of our offer is acceptable.

In the event we are unable to acquire by agreement, it may be necessary to acquire your property by exercising the right of Eminent Domain as set out by Alabama Law. In such proceedings, a Petition of Condemnation is filed in the Probate Court of Baldwin County.

The Probate Court appoints a three-member commission to indicate the price to be paid by the County. These commission members view the property, hear testimony from both sides, and then arrive at their estimate of value. Should you or the Baldwin County Highway Department be dissatisfied with the price set by the commission, either party may request a trial in the Circuit Court. This action must be taken promptly, as the Courts specify a time limit for taking such appeals. The valuation set by the Circuit Court is binding on both parties, unless it can be established that some part of the Court proceedings was irregular, in which case an appeal by either you or the County may result in a second trial.

Should it be necessary to acquire your property through Court proceedings, it may be that the matter will be in the Courts for some time before it is finally concluded. This does not mean, however, that you will be unable to obtain cash for the surrender of your property. Under our existing procedures and Federal Regulations, we make available to the property owner up to 100% of the amount of the approved offer immediately following the payment of the award into the Probate Court in those cases where an appeal is taken by either the County or property owner. Should you be interested in obtaining such an advance, please make this clear to the Court and we will, with their concurrence, arrange to release funds up to 100% of our approved offer to you.

Within a few days, we will contact you to answer any questions you may have regarding this offer. It may be that you will want an appointment for a personal contact. If so, a meeting will be arranged.

When the County obtains title to your property, you will be expected to vacate the property within (30) days after the date of transfer of title, except that in no case will you be required to vacate the property prior to **August 26, 2024** which date is (90) days from the date of this letter. Where the highway construction schedule will permit and where you have entered into a lease with the County, you may continue to occupy the property beyond the number of days just mentioned.

#### BREAKDOWN OF COUNTY'S OFFER

REAL PROPERTY TO BE ACQUIRED	\$	7,192.90
DAMAGES TO REMAINING REAL PROPERTY (+)	\$	1,674.00
ENHANCEMENT TO REMAINING REAL PROPERTY (-)	\$	0.00
TOTAL OFFER	\$	8,867.00®

IDENTIFICATION OF REAL PROPERTY BEING ACQUIRED:

1. LAND – (0.039 acres), more or less	\$	7,020.00
2. IMPROVEMENTS – 691.60 ft <sup>2</sup> Gravel Driveway (75% dep.)	\$	172.90
3. DAMAGES TO REMAINDER – TCE (0.034 acres)	\$	1,674.00
TOTAL OFFER	\$	8,867.00®

Sincerely,



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Frank Lundy, P.E.  
COUNTY ENGINEER

**RESOLUTION NO. 24-0625-2**

**WHEREAS**, the Utilities Board of the City of Foley (the Board), a public corporation doing business as Riviera Utilities, owns a 0.039± acre parcel of real property identified as Tax Parcel Number 05-55-07-36-0-00-015.00 DB 434 PG 415, and

**WHEREAS**, Baldwin County has expressed an interest in purchasing the Parcel by the submission of an Offer to Purchase received by the Board on May 23, 2024, attached hereto and made a part thereof this Resolution, and

**WHEREAS**, the Board has determined that the Parcel is no longer required for any business purposes, and Baldwin County needs this property for road improvements and a traffic light installation at CR 65 and CR 26, and

**WHEREAS**, the Board has determined the Offer to Purchase submitted by Baldwin County is acceptable,

**NOW, THEREFORE BE IT RESOLVED** by The Utilities Board of the City of Foley that the Offer to the 0.039± acre parcel of real property identified as Tax Parcel Number 05-55-07-36-0-00-015.00 DB 434 PG 415, submitted by Baldwin County is hereby accepted, and the sale of the Parcel is approved.

**BE IT FURTHER RESOLVED** that the Board authorizes the CEO/President to sign the Offer to Purchase and take such other actions as necessary or appropriate to close the sale.

**BE IT FURTHER RESOLVED** that the Board further authorizes the CEO/President to take such other actions as necessary or appropriate to close the sale of the 0.039± acre parcel of real property identified as Tax Parcel Number 05-55-07-36-0-00-015.00 DB 434 PG 415 on the condition that the City Council of Foley, AL first approves the transfer.

**APPROVED AND ADOPTED** this the 25<sup>th</sup> day of June 2024.

Attest:

Barbara Ingram  
Chairman of the Board of Directors

R. Ben Smith

Secretary

**RIGHT OF ENTRY**

STATE OF ALABAMA

BALDWIN COUNTY

TO THE BALDWIN COUNTY HIGHWAY DEPARTMENT AND ITS ASSIGNS,  
CONTRACTORS, AND UTILITY COMPANIES:

This is to certify that the undersigned, being recited as an owner and party in interest of **Tract No. 3**, as shown on the right of way map and being designated as **Project No. HW22025**, Baldwin County, do hereby grant unto the said Baldwin County Highway Department and its assigns, employees, agents, contractors, and Public utility companies, the right of entry to begin work on the highway to be constructed under said project and it is expressly understood, agreed and covenanted by and between the Baldwin County Highway Department and the undersigned that I will in no way, be prejudiced affecting my said interest in said real estate and that my day or days in court shall in no way be prejudiced.

This instrument is executed and delivered solely for the purpose of allowing the Baldwin County Highway Department and its assigns, employees, agents, contractors, and Public utility companies, to begin work on the aforesaid project as scheduled and without any relinquishment of any right, privilege or lawful interest that I may have in the premises.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL  
THIS THE 12 DAY OF July, 2024.

R Brian Skelton  
Land Owner (Print Name)

Jody M Worley  
Witness (Print Name)

R B in SWS  
Signature

Jody M Worley  
Signature

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	<input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <span style="font-family: cursive; font-size: 1.2em;">R. Brian Skiff</span>	Date ▶	<span style="font-family: cursive; font-size: 1.2em;">7/11/2024</span>
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
  - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
  - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Form ROW 12-A

AGREEMENT  
(Fee Simple)

(BALDWIN COUNTY)

County Rd 65  
Traffic Light Installation  
Project No. HW22025

This agreement made between Baldwin County, party of the first part, acting by and through its Highway Department, and Utilities Board of the City of Foley, aka Riviera Utilities, party of the second part.

For and in consideration of the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as Right-of-Way **Tract No. 3** of the **County Rd 65 Traffic Light Installation Project No. HW22025** as identified from the records of the Baldwin County Highway Department for the purpose of constructing and maintaining a public road identified as **County Rd 65 at County Rd 26**, as shown by the right-of-way map of this project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part conveying the property in fee simple, free of all encumbrances to the party of the first part upon payment of the sum of **\$7,193.00®** dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1, next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following: Right of way containing **0.039 acres**, more or less, **691.60 ft<sup>2</sup> gravel driveway, land** and excludes payment for the following items appraised as personalty: **None**.

3. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right-of-way.

Form ROW 12-A

4. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the party of the first part as a right-of-way concession and/or mitigation of damages without cost to the party of the second part: **None.**

5. The party of the first part agrees to pay the sum of \$No dollars to the party of the second part upon the satisfactory completion of the following work: None, which work shall be completed within No days from the date of notification of the approval of the terms of this agreement.

6. The party of the second part agrees to grant to the party of the first part immediate right of entry to the right of way described in paragraph 2; **Yes** \_\_\_\_\_ **No** \_\_\_\_\_.

If Yes, please attach a fully executed **Form ROW-14** Construction Right of Entry.

7. It is understood by both parties that the party of the second part shall vacate the premises within 30 days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the 90-day intended date of vacation notice, heretofore furnished to the party of the second part, which expires on **August 26, 2024.**

8. Exceptions and additional conditions: **None.**

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the

12<sup>th</sup> day of July, 2024.

WITNESSES:

OWNERS:

Jody M Worsley Jody M Worsley R Brian Skelton R. Brian Skelton

\_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank Lundy, P.E.  
COUNTY ENGINEER

Form ROW 12-A

AGREEMENT  
(Temporary Construction Easement)

(BALDWIN COUNTY)

County Rd 65  
Traffic Light Installation  
Project No. HW22025

This agreement made between Baldwin County, party of the first part, acting by and through its Highway Department, and Utilities Board of the City of Foley, aka Riviera Utilities, party of the second part.

For and in consideration of the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a temporary construction easement from the party of the second part certain property known as **Temporary Construction Easement Tract No. 3** of the **County Rd 65 Traffic Light Installation Project No. HW22025** as identified from the records of the Baldwin County Highway Department for the purpose of constructing and maintaining a public road identified as **County Road 65 at County Rd 26**, as shown by the right-of-way map of this project.

2. The party of the second part agrees to sell and convey the temporary construction easement to the party of the first part, free of all encumbrances, and will execute and deliver a deed for a temporary easement to the party of the first part conveying the temporary construction easement, free of all encumbrances to the party of the first part upon payment of the sum of **\$1,674.00** dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1, next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following: **Temporary Construction Easement** containing **0.034 acres**, more or less, **land** and excludes payment for the following items appraised as personalty: **None**.

3. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right-of-way.

Form ROW 12-A

4. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the party of the first part as a right-of-way concession and/or mitigation of damages without cost to the party of the second part: **None.**

5. The party of the first part agrees to pay the sum of \$No dollars to the party of the second part upon the satisfactory completion of the following work: None, which work shall be completed within No days from the date of notification of the approval of the terms of this agreement.

6. The party of the second part agrees to grant to the party of the first part immediate right of entry to the right of way described in paragraph 2; **Yes** \_\_\_\_\_ **No** \_\_\_\_\_.

If Yes, please attach a fully executed **Form ROW-14** Construction Right of Entry.

7. It is understood by both parties that the party of the second part shall vacate the premises within 30 days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the 90-day intended date of vacation notice, heretofore furnished to the party of the second part, which expires on **August 26, 2024.**

8. Exceptions and additional conditions: **None.**

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 12th day of July, 2024.

WITNESSES:

OWNERS:

Jody M. Worsley Jody M. Worsley R. Brian Skelton R. Brian Skelton

APPROVED:

\_\_\_\_\_  
Frank Lundy, P.E.  
COUNTY ENGINEER

TERRA CURO, LLC  
 17644 CHAROLAIS RD  
 FOLEY, AL 36535  
 TAX PARCEL NUMBER  
 05-55-07-36-0-000-014.004  
 INST NO 1820527

LOT 5  
 MARY LYNN ACRES SUBDIVISION  
 SLIDE 1469B

THE UTILITIES BOARD  
 OF THE CITY OF FOLEY  
 PO BOX 2050  
 FOLEY, AL 36536  
 TAX PARCEL NUMBER  
 05-55-07-36-0-000-015.000  
 DB 434 PG 415



POWER  
 SUB-STATION

P.O.C.  
 RR SPIKE AT THE  
 SE CORNER OF THE  
 NE 1/4 OF  
 SEC 36, T-7-S, R-3-E  
 BALDWIN COUNTY, AL

SE-NE SECTION 36 T-7-S R-3-E  
 NE-SE SECTION 36 T-7-S R-3-E

COUNTY ROAD No. 26  
 24'-ASP PVMT

COUNTY ROAD No. 65  
 26'-ASP PVMT

Sta = 9+49.94  
 Off = 39.17' RT

Sta = 10+57.89  
 Off = 39.06' RT

THIS IS NOT A  
 BOUNDARY SURVEY

### COUNTY OF BALDWIN

TRACT NO.	<u>3</u>	PROJECT NO.	<u>HW22025</u>
OWNER	<u>THE UTILITIES BOARD OF THE CITY OF FOLEY</u>	COUNTY	<u>BALDWIN</u>
TOTAL ACREAGE	<u>2.154</u>	SCALE:	<u>1"=60'</u>
R.O.W. REQUIRED	<u>0.039</u>	DATE:	<u>06-13-2023</u>
PRESCRIPTIVE R.O.W.	<u>N/A</u>	REVISED:	<u>05-07-2024</u>
T.C.E. REQUIRED	<u>0.034</u>	SHEET :	<u>1 OF 1</u>
REMAINDER	<u>2.115</u>		