



COUNTY COMMISSION

BALDWIN COUNTY
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ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

March 18, 2014

The Honorable John Koniar
Mayor
City of Foley
Post Office Box 1750
Foley, Alabama 36536

RE: Transfer of Beck Road (from S. Juniper Street to County Road 20) to the City of Foley

Dear Mayor Koniar:

Enclosed, for your file, is a **fully executed original Agreement** approved during the February 18, 2014, Baldwin County Commission meeting. This *Agreement* approves the transfer of Beck Road which is approximately 1.25 miles in length and is partially inside the corporate limits of the City of Foley and partially in the unincorporated area of Baldwin County, from Baldwin County to the City of Foley.

If you have any questions or need further assistance, please do not hesitate to contact Cal Markert, County Engineer, at (251) 972-8557.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item KA3

cc: Cal Markert
David Conner
Lisa Sangster

ENCLOSURE

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

[Signature]
By: JOLU E. KOWAL
Its: MAYOR
Date: 2/18/2014

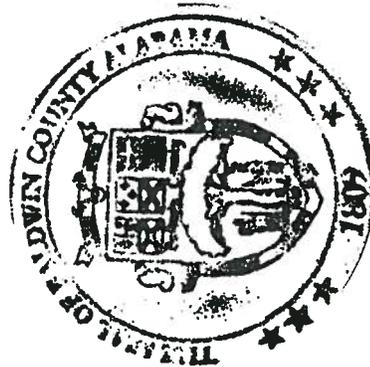
[Signature]
By: Victoria Southern
Its: City Clerk
Date: 2-18-2014

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

Charles F. Gruber
By: Charles F. Gruber
Its: Chairman
Date: 3-13-14

ATTEST:

David G. Brewer
By: David G. Brewer
Its: County Administrator
Date: 3-13-2014



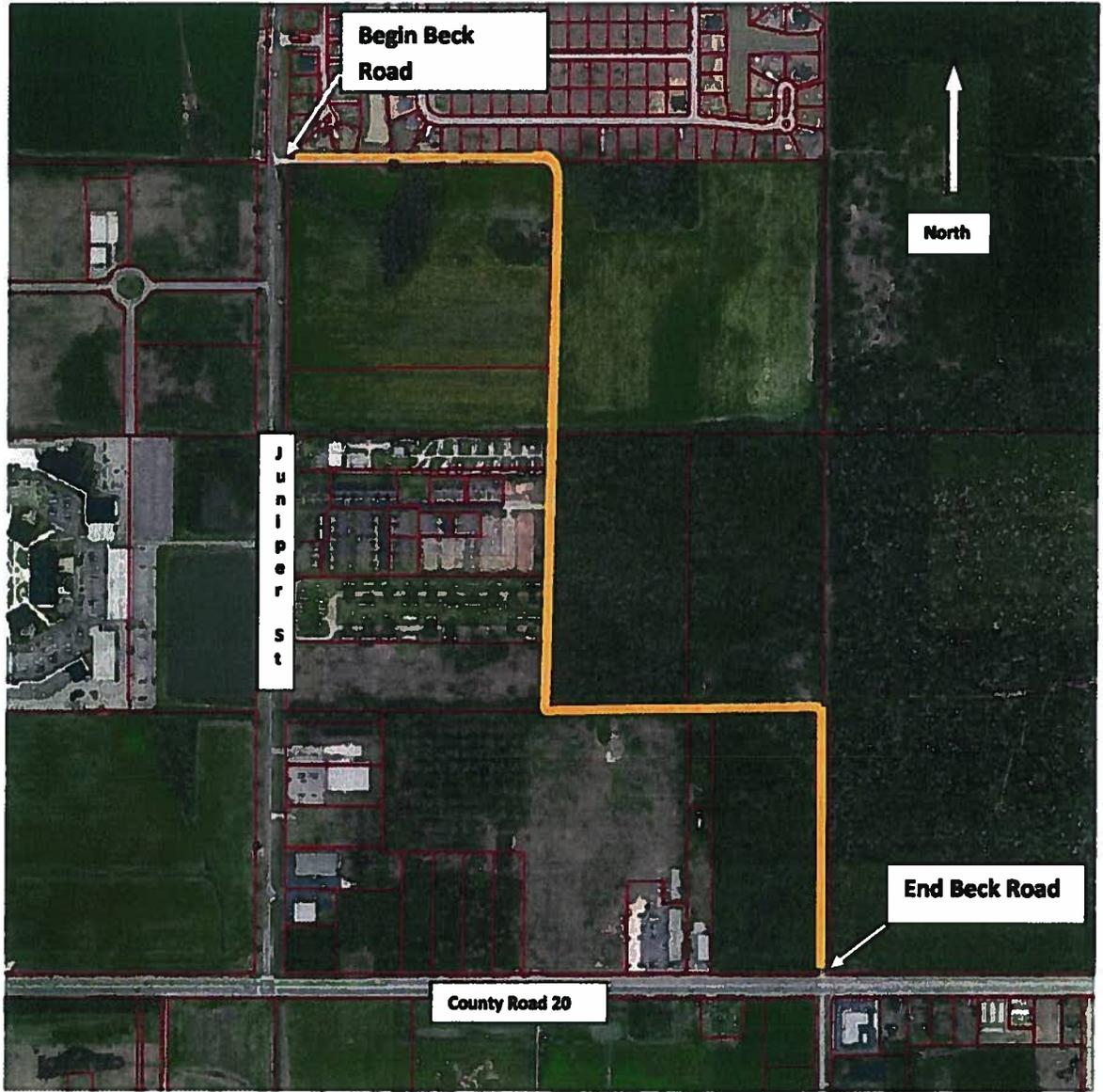


Exhibit "A"

Beck Road
(Highlighted Yellow)

Approximate Length 1.25 Miles



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 14-0056-RES

File Number: 14-0134

Enactment Number: 14-0056-RES

Beck Road Transfer from Baldwin County to City of Foley

WHEREAS, a certain portion of Beck Road running from Juniper Street to County Road 20, which is approximately 1.25 miles in length (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 sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for 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 sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of Beck Road is in the best interest of the City of Foley; and

WHEREAS, the City of Foley has the legal authority to carry out the intent of this resolution pursuant to Code of Alabama, Section 11-49-80 and other state laws and constitutional amendments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Foley, Alabama, as follows:

SECTION 1. That the City of Foley hereby agrees to accept and take over from Baldwin County the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of Beck Road running approximately 1.25 miles from Juniper Street to County Road 20 ("Beck Road").

SECTION 2. That the Mayor, City Clerk, and other City officials are hereby authorized to execute and deliver such documents or agreements to Baldwin County as are necessary or requested to carry out the intent of this Resolution.

SECTION 3. Based on the condition and use of Beck Road and the request by the City of Foley, in accordance with Code of Alabama Section 11-49-80 and 81 (1975), Baldwin County and the City of Foley agree that the County shall not be required to pay any sum or sums for

being relieved of the burden of the control, management, supervision, repair, maintenance and improvement of Beck Road.

SECTION 4. If any part, section or subdivision of this resolution shall be held to be illegal, invalid or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this resolution which shall continue in full force and effect notwithstanding such holding.

SECTION 5: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 17th day of February, 2014.



President's Signature *J.W. Trammell*

Date 2-18-14

Attest by City Clerk *Victoria Southern*

Date 2-18-2014

Mayor's Signature *[Signature]*

Date 2/18/2014