



STATE OF ALABAMA
**DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES**

64 NORTH UNION STREET, SUITE 464
MONTGOMERY, ALABAMA 36130

ROBERT BENTLEY
GOVERNOR

N. GUNTER GUY, JR.
COMMISSIONER

CURTIS JONES
DEPUTY COMMISSIONER

PATRICIA J. POWELL, DIRECTOR
STATE LANDS DIVISION

TELEPHONE (334) 242-3484
FAX NO (334) 242-0999

February 27, 2015

RECEIVED

MAR - 2 2015

Baldwin County Highway Department
Attention: Mary Booth
Post Office Box 220
Silverhill, AL 36576

**BALDWIN COUNTY
HIGHWAY DEPARTMENT**

Re: Memorandum of Agreement
Lillian Swamp Project
Baldwin County

Dear Ms. Booth:

Enclosed is a fully executed original of the agreement referenced above for your records.

Please feel free to contact this Department at the number above if you have any questions.

Sincerely,

Nyla Chaney
Legal Assistant
State Lands Division

Enclosure

MEMORANDUM OF AGREEMENT
Between the
Alabama Department of Conservation and Natural Resources,
State Lands Division
And
Baldwin County, Alabama

This is a mutually established MEMORANDUM OF AGREEMENT (MOA) between the Alabama Department of Conservation and Natural Resources, State Lands Division, hereinafter referred to as "The Division" and Baldwin County, Alabama hereinafter referred to as "The County". The purpose of this agreement is to reestablish flow through excavating sediments impeding flow as well as excavating the depth of drainage route to a depth of five feet below groundwater levels indicated in the monitoring well located in southeastern corner of access/parking area at terminus of Oak Street and The Division owned land (the "Project"). Said drainage route is located on the north side of Rester Avenue in the community of Lillian, Alabama and along the south property line of the public land referred to as the Lillian Swamp Complex owned and managed by The Division.

WITNESSETH

Whereas, The Division's mission includes management of state-owned lands for the purposes of public recreation, habitat restoration and habitat preservation.

Whereas, following a hydrological study conducted by the Geological Survey of Alabama, The Division has determined that reestablishing flow within the Project will not have an adverse impact to the adjacent wetlands within the Lillian Swamp Complex and/or future wetlands restoration efforts within the Lillian Swamp Complex.

Whereas, The County has informed The Division of its willingness to coordinate and provide oversight for work needed to complete the Project.

Whereas, The Division and The County recognize the benefits of the Project proposed herein to surrounding Baldwin County residents and share common goals in improvements to the surface and groundwater flow.

Now, therefore, in consideration of the above premises, the parties hereto agree as follows:

1. The County agrees to perform the work on the Project (located on attached map) as follows: The County agrees to reestablish flow through excavating sediments impeding flow as well as excavating the depth of drainage route to a depth of five feet below groundwater levels indicated in the monitoring well located in southeastern corner of access/parking area at terminus of Oak Street and The Division owned land. The County agrees to provide all necessary planning, oversight, administration, and coordination related to implementation and completion of the Project. By agreeing to perform the work at the request of the Division, the County is not undertaking to maintain and does not agree to assume maintenance responsibility for the project in the future
2. In consideration for the services described herein to be provided by The County in connection with the Project, The Division agrees to pay The County for services provided, at an hourly rate estimated at \$410.00 per hour, with a cost not to exceed \$50,000.00 for equipment and staff. Upon completion of the project, The County will invoice The Division for actual cost of services incurred and will provide a summary of services for documentation. Services are expected to include a trackhoe, dump truck, dozer and 4 employees.
3. The Division shall be responsible for obtaining any and all required permits. The County shall be responsible for complying with such permits and all applicable laws governing the work to be performed.

4. This MOA shall be effective from date of execution by both parties and, unless terminated earlier by The Division in its sole discretion, shall continue in effect until August 31, 2015. The term of this MOA may be extended by mutual agreement in writing by The County and The Division.

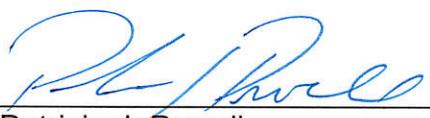
5. This MOA shall be interpreted, construed and governed by the laws of Alabama and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this MOA, the parties agree that venue for any litigation shall be in Montgomery County, Alabama.

6. If any provision of this MOA is held invalid by a court of competent jurisdiction, the other provisions shall not be deemed invalid as a result, and the Parties shall revise this MOA as necessary consistent with the intent of the parties.

7. By signing this contract, The County affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if The County is found to be in violation of this provision, it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the Parties have executed this MOA, effective as of the last date written below.

RECOMMENDED:

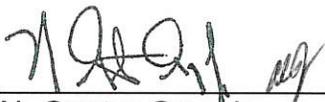


Patricia J. Powell
Director

Date: 2-25-15

APPROVED LEGAL


STATE OF ALABAMA
Department of Conservation
and Natural Resources



N. Gunter Guy, Jr.
Commissioner

Date: 2/25/15

FUNDS AVAILABLE
FUND _____

DCNR Acctg. Director

Date: _____

BALDWIN COUNTY ALABAMA

By: 

Charles F. Gruber, Chairman
Baldwin County Commission

Date: 02-18-2015

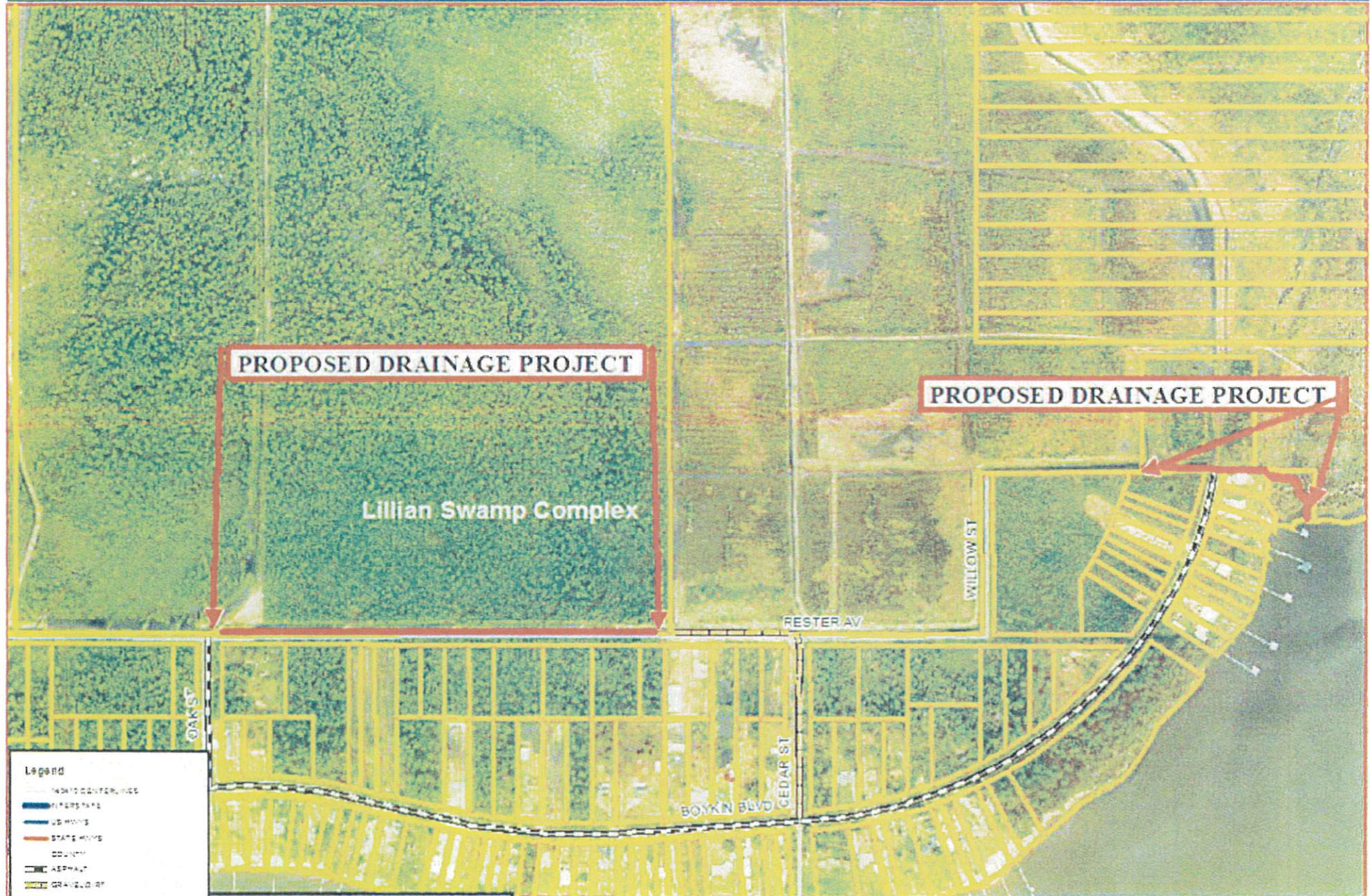
*This instrument prepared by
William A. Gunter, General Counsel
Department of Conservation and Natural Resources
64 North Union Street
Montgomery, Alabama 36130-1901*





RESTER AVENUE DRAINAGE PROJECT

MOA between ADCNR and Baldwin County



PROPOSED DRAINAGE PROJECT

Lillian Swamp Complex

PROPOSED DRAINAGE PROJECT

- Legend**
- WATER BODIES
 - RIVERS/STREAMS
 - US HWYS
 - STATE HWYS
 - COUNTY
 - ASPHALT
 - GRAVEL/DIRT
 - UNINCORPORATED/UNPAVED ROADS
 - LAND PARCELS



2/18/2011

EXHIBIT A

en:\Projects\A\2011\2011_Bowen Blvd from Astoria St to Cedar St\GIS\MXD\USA Map - 118201114270