

COUNTY OF BALDWIN
STATE OF ALABAMA

AGREEMENT
(TRANSFER OF COUNTY ROAD 71)

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

WHEREAS, a certain portion of County Road 71 running from Fairground Road to County Road 48 South, which is approximately 1.0 mile in length and depicted on the attached Exhibit “A” (hereinafter “County Road 71”), is partially inside the corporate limits of the City of Robertsdale and partially in the unincorporated area of Baldwin County; and

WHEREAS, the City of Robertsdale desires to take over from Baldwin County sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of County Road 71 to facilitate the orderly development of this area of the City of Robertsdale in its corporate limits and exclusive police jurisdiction and to facilitate the development of property owned by the City of Robertsdale in this area; and

WHEREAS, the City of Robertsdale has found and determined that taking over ownership, control, maintenance, and responsibility of County Road 71 is in the best interest of the City of Robertsdale; and

WHEREAS, Baldwin County has found and determined that allowing the City of Robertsdale to take over ownership, control, maintenance, and responsibility of County Road 71 is in the best interest of Baldwin County; and

WHEREAS, both the City of Robertsdale 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 Robertsdale 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 Robertsdale and Baldwin County hereby agree as follows:

Section 1. That the City of Robertsdale shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for that portion of County Road 71 running approximately 1.0 mile from Fairground Road to County Road 48 South as shown on the attached Exhibit "A" ("County Road 71") effective as of the date the last party signs below.

Section 2. That the City of Robertsdale hereby assumes such responsibility of County Road 71 in its as-is, where-is, and with all faults condition, and the City of Robertsdale hereby agrees that Baldwin County has made no representations or warranties concerning the condition or nature of County Road 71 and that the City of Robertsdale has made its own investigation and decisions to take this action.

Section 3. The City of Robertsdale shall indemnify, defend and hold Baldwin County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this sections as "BALDWIN COUNTY") harmless from and against any and all claims, demands, liabilities damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, including claims for injunctive relief, condemnation or inverse condemnation, incurred by, asserted against, or imposed upon BALDWIN COUNTY, or as a result of or in any manner related to this Agreement, the provision of services, duties or obligations hereunder, or any act or omission, by the City of Robertsdale. This indemnification shall survive the expiration or termination of this Agreement.

Section 4. That this Agreement contains the entire agreement of the parties concerning County Road 71, 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 Robertsdale 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 Robertsdale, Alabama
A municipal corporation

Charles H. Murphy 8/17/2015
By: CHARLES H. MURPHY /Date
Its: Mayor



ATTEST:

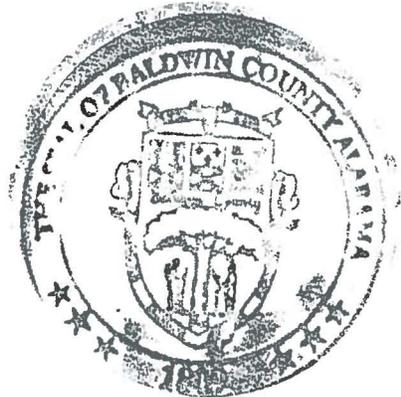
Shannon Ellison 8/17/15
By: SHANNON ELLISON /Date
Its: City Clerk

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

Charles F. Gruber 8-19-15
By: CHARLES F. GRUBER /Date
Its: Chairman

ATTEST:

Ronald J. Cink 8-19-15
By: RONALD J. CINK /Date
Its: Interim County Administrator



State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles H. Murphy, who name as Mayor of the City of Robertsdale and Shannon Ellison, who name as City Clerk of the City of Robertsdale, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Robertsdale.

Given under my hand and official seal, this the 17th day of August, 2015.



[Signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: 10/14/2017

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber, as Chairman of the Baldwin County Commission, and Ronald J. Cink, Interim County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the 19th day of August, 2015.

[Signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 09/05/2016





County Rd 71 from Fairground Rd to County Rd 48 S

Exhibit A



Legend

-  ASPHALT
-  GRAVEL/DIRT
-  911 Roads
-  TOWNSHIP RANGE SECTION