COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

April 3, 2014

The Honorable Tim Kant
Mayor
City of Fairhope
Post Office Drawer 429
Fairhope, Alabama 36533

RE: Transfer of County Road 13 (from Mosley Road to County Road 34) to the City of Fairhope

Dear Mayor Kant:

Enclosed for your file is the **recorded original** *Quitclaim Deed* approved during the March 6, 2014, Baldwin County Commission meeting which conveys unto the City of Fairhope, Alabama any and all right and title to that portion of the right-of-way owned and maintained by Baldwin County along County Road 13 from the center of the Mosley Road Intersection running south to the center of the County Road 34 intersection, contingent upon the City of Fairhope approving a resolution authorizing and consenting to the transfer of ownership, maintenance, and responsibility for County Road 13 (from Mosley Road to County Road 34) from Baldwin County to the City of Fairhope.

Also enclosed for your file is a **fully executed copy** of *Resolution #2014-065* which authorizes and consents to the transfer of ownership, maintenance and responsibility for County Road 13 (from Mosley Road to County Road 34) from Baldwin County to the City of Fairhope, and a **fully executed copy** of the *Agreement* between Baldwin County and the City of Fairhope for the transfer of County Road 13.

If you have any questions or need further assistance, please do not hesitate to contact Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item GA1

cc: Cal Markert
David Brewer

ENCLOSURE(S)

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

COUNTY ROAD 13
FROM MOSLEY ROAD SOUTH
TO COUNTY ROAD 34

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 4/ 1/2014 1:59 PM
TOTAL $ 36.00
10 Pages

1449132

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that this Quitclaim Deed is made by **Baldwin County, Alabama**, Grantor, hereinafter referred to as the Party of the First Part, and the **City of Fairhope**, Alabama, an Alabama municipal corporation, Grantee, hereinafter referred to as the Party of the Second Part, in and for good and valuable consideration given by the City of Fairhope, Alabama, the receipt whereof is hereby acknowledged, have and by these presents do hereby REMISE , RELEASE, QUITCLAIM AND CONVEY unto the City of Fairhope, Alabama, its successors or assigns, all of Baldwin County, Alabama's right, title, interest and claim in and to the following described real estate subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama:

A part of the Southeast Quarter of the Southeast Quarter of Section 9, Township 6 South, Range 2 East;
A part of the Southwest Quarter of the Southwest Quarter of Section 10, Township 6 South, Range 2 East;
A part of the West Half of Section 15, Township 6 South, Range 2 East;
A part of the East Half of Section 16, Township 6 South, Range 2 East;
A part of the East Half of Section 21, Township 6 South, Range 2 East;
A part of the West Half of Section 22, Township 6 South, Range 2 East;
A part of the West Half of Section 27, Township 6 South, Range 2 East;
A part of the East Half of Section 28, Township 6 South, Range 2 East, Baldwin County Alabama and being described as follows:

It is the intent of this document to convey unto the City of Fairhope, Alabama any and all right and title to that portion of the right-of-way owned and maintained by Baldwin County along County Road 13 from the center of

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:

CITY OF FAIRHOPE
P. O. DRAWER 429
FAIRHOPE, AL 36533

the Mosley Road intersection running south to the center of the County Road 34 intersection.

TO HAVE AND TO HOLD by the City of Fairhope, Alabama, or its successors and/or assigns forever.

This the 1ST day of April, 2014.

BALDWIN COUNTY, ALABAMA

By Charles F. Gruber
As Chairman of Baldwin County Commission

Attest

By David A. Z. Brewer
As Baldwin County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Monica E. Taylor, a Notary Public, in and for said County in said State, hereby certify that Charles F. Gruber, whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and David A. Z. Brewer, whose name as County Administrator, 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 instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision of the State of Alabama.

Given under my hand and seal this 1st day of April, 2014.

Monica E. Taylor
Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 09/05/2016

MONICA E. TAYLOR NOTARY PUBLIC AT LARGE

GRANTOR'S ADDRESS:
BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

GRANTEE'S ADDRESS:
CITY OF FAIRHOPE
P. O. DRAWER 429
FAIRHOPE, AL 36533

RESOLUTION NO. 2014-065

AUTHORIZING AND CONSENTING TO THE TRANSFER OF OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY FOR COUNTY ROAD 13 FROM MOSLEY ROAD TO COUNTY ROAD 34 FROM BALDWIN COUNTY TO THE CITY OF FAIRHOPE

WHEREAS, a certain portion of County Road 13 running from Mosley Road to County Road 34, which is approximately 3.5 miles in length (hereinafter "County Road 13"), is partially inside the corporate limits of the City of Fairhope and partially in the unincorporated area of Baldwin County; and

WHEREAS, the City of Fairhope desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for County Road 13 to facilitate the orderly development of this area of the City of Fairhope in its corporate limits and exclusive police jurisdiction and to facilitate the development of property owned by the City of Fairhope in this area; and

WHEREAS, Baldwin County has found and determined that allowing the City of Fairhope to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of County Road 13 is in the best interest of Baldwin County; and

WHEREAS, Baldwin County 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 Baldwin County Commission as follows:

Section 1. That Baldwin County hereby agrees to and consents to the transfer to the City of Fairhope of sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for that portion of County Road 13 running approximately 3.5 miles from Mosley Road to County Road 34 ("County Road 13").

Section 2. That the Chairman of the Baldwin County Commission and other appropriate County officials are hereby authorized to execute and deliver such documents or agreements to the City of Fairhope as are necessary or requested to carry out the intent of this Resolution.

Section 3. That Baldwin County hereby agrees that it shall resurface (one time) that portion of County Road 13 with a minimum 1 and ½ inch overlay running approximately 1 mile from Mosley Road to Fairhope Avenue within the next thirty-six months commencing upon the full execution of the Agreement.

Section 4. Based on the condition and use of County Road 13 and the request by the City of Fairhope, in accordance with Ala. Code Section 11-49-80 and 81 (1975), the County and the City of Fairhope 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 County Road 13.

Section 5. 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.

Adopted and approved this 6 day of March, 2014.

BALDWIN COUNTY COMMISSION

CHARLES F. GRUBER
As Its Chairman

ATTEST:

DAVID A. L. BREWER
As Its County Administrator

THE SEAL OF BALDWIN COUNTY ALABAMA

RESOLUTION NO. 2194-14

AUTHORIZING AND CONSENTING TO THE TRANSFER OF OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY FOR COUNTY ROAD 13 FROM MOSLEY ROAD TO COUNTY ROAD 34 FROM BALDWIN COUNTY TO THE CITY OF FAIRHOPE

WHEREAS, a certain portion of County Road 13 running from Mosley Road to County Road 34, which is approximately 3.5 miles in length (hereinafter "County Road 13"), is partially inside the corporate limits of the City of Fairhope and partially in the unincorporated area of Baldwin County; and

WHEREAS, the City of Fairhope desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for County Road 13 to facilitate the orderly development of this area of the City of Fairhope in its corporate limits and exclusive police jurisdiction and to facilitate the development of property owned by the City of Fairhope in this area; and

WHEREAS, the City of Fairhope has found and determined that taking over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of County Road 13 is in the best interest of the City of Fairhope; and

WHEREAS, the City of Fairhope 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 Fairhope, Alabama, as follows:

Section 1. That the City of Fairhope 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 County Road 13 running approximately 3.5 miles from Mosley Road to County Road 34 ("County Road 13").

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. That Baldwin County hereby warrants that it shall resurface (one time) that portion of County Road 13 with a minimum 1 and ½ inch overlay running approximately 1 mile from Mosley Road to Fairhope Avenue within the next thirty-six months commencing upon the full execution of the Agreement.

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.

Adopted and approved this 24th day of March, 2014

CITY OF FAIRHOPE

Timothy M. Kant, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

COUNTY OF BALDWIN
STATE OF ALABAMA

AGREEMENT
(TRANSFER OF COUNTY ROAD 13)

This Agreement is entered into between Baldwin County, Alabama, a political subdivision of the State of Alabama ("Baldwin County"), and the City of Fairhope, Alabama, a municipal corporation ("City of Fairhope") effective as of the date the last party signs below; and

WHEREAS, a certain portion of County Road 13 running from Mosley Road to County Road 34, which is approximately 3.5 miles in length and depicted on the attached Exhibit "A" (hereinafter "County Road 13"), is partially inside the corporate limits of the City of Fairhope and partially in the unincorporated area of Baldwin County; and

WHEREAS, the City of Fairhope desires to take over from Baldwin County sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility of County Road 13 to facilitate the orderly development of this area of the City of Fairhope in its corporate limits and exclusive police jurisdiction and to facilitate the development of property owned by the City of Fairhope in this area; and

WHEREAS, the City of Fairhope has found and determined that taking over ownership, control, maintenance, and responsibility of County Road 13 is in the best interest of the City of Fairhope; and

WHEREAS, Baldwin County has found and determined that allowing the City of Fairhope to take over ownership, control, maintenance, and responsibility of County Road 13 is in the best interest of Baldwin County; and

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

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

Section 1. That the City of Fairhope 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 13 running approximately 3.5 miles from Mosley Road to County

Road 34 as shown on the attached Exhibit "A" ("County Road 13") effective as of the date the last party signs below.

Section 2. That the City of Fairhope hereby assumes such responsibility of County Road 13 in its as-is, where-is, and with all faults condition, and the City of Fairhope hereby agrees that Baldwin County has made no representations or warranties concerning the condition or nature of County Road 13 and that the City of Fairhope has made its own investigation and decisions to take this action.

Section 3. That Baldwin County hereby agrees that it shall resurface (one time) that portion of County Road 13 with a minimum 1 and ½ inch overlay running approximately 1mile from Mosley Road to Fairhope Avenue within the next thirty-six months commencing upon the full execution of this Agreement.

Section 4. The City of Fairhope shall indemnify, defend and hold Baldwin County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section 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 Fairhope. This indemnification shall survive the expiration or termination of this Agreement.

Section 5. That this Agreement contains the entire agreement of the parties concerning County Road 13, 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 Fairhope 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 Fairhope, Alabama,
A municipal corporation

By: TIMOTHY M. KANT Date/
Its: Mayor

ATTEST:

By: LISA A. HANKS Date/
Its: City Clerk

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

04/01/14

By: CHARLES F. GRUBER Date/
Its: Chairman

ATTEST:

4/1/2014

By: DAVID A. Z. BREWER Date/
Its: 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, Timothy M. Kant, whose name as Mayor of the City of Fairhope and Lisa A. Hanks, whose name as City Clerk of the City of Fairhope, 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 Fairhope.

Given under my hand and official seal, this the 25th day of March, 2014.

Nancy Kelley Wilson
Notary Public, Baldwin County, Alabama
My Commission Expires: 8/1/2018

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 DAVID A. Z. BREWER, 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 1st day of April, 2014.

Monica E. Taylor
Notary Public, Baldwin County, Alabama
My Commission Expires:

My Commission Expires 09/05/2016

COUNTY ROAD 13 FROM COUNTY RD 34 TO MOSLEY RD
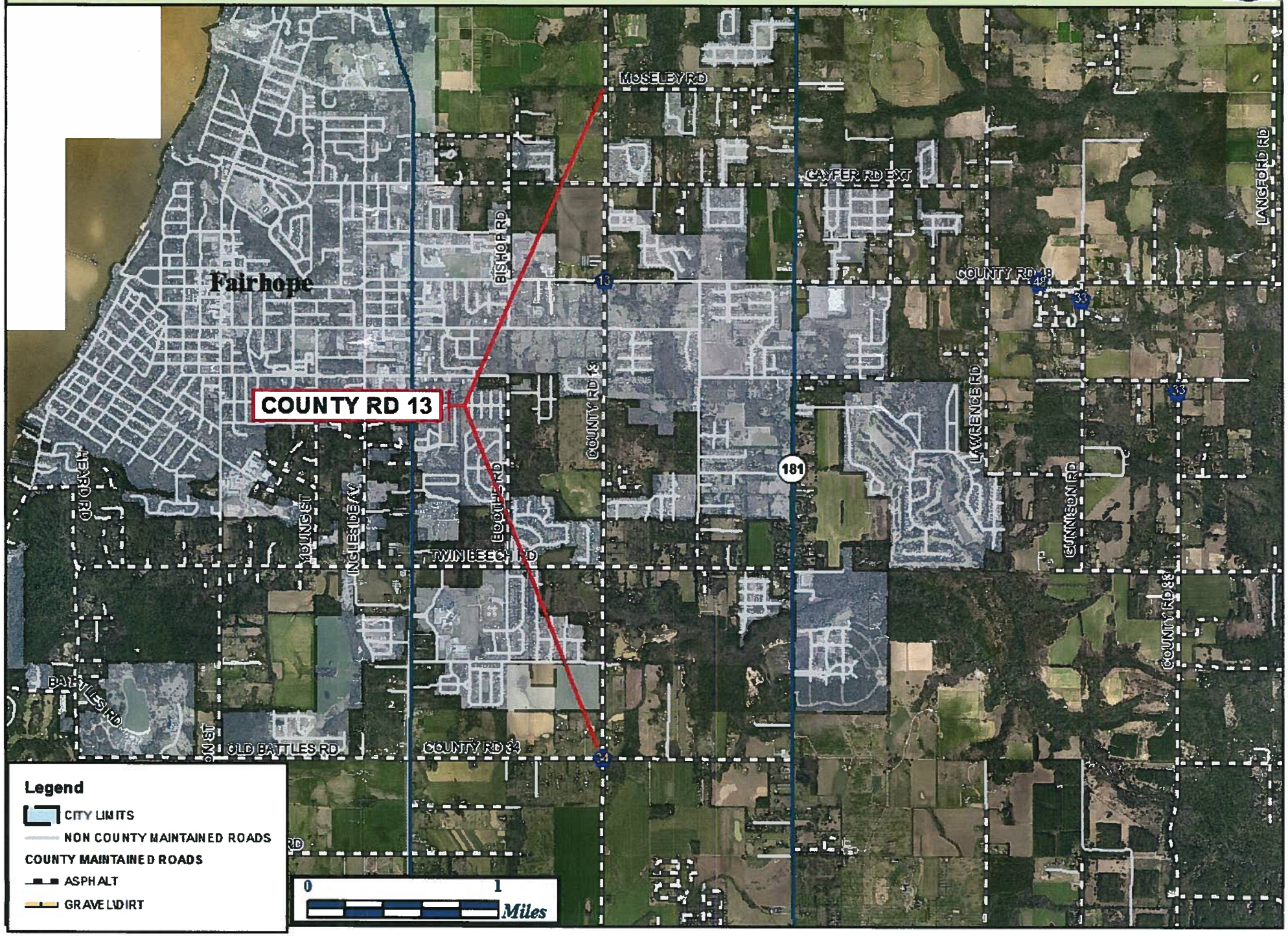
Exhibit "A"