

**CITY OF DAPHNE
ORDINANCE 2024-16**

**INTERGOVERNMENTAL AGREEMENT
INDUSTRIAL DEVELOPMENT BOARD DEDICATION OF DISC RIGHT-OF-WAY
IMPROVEMENTS TO CITY, AND ACCEPTANCE OF SAME BY CITY**

WHEREAS, the Industrial Development Board of the City of Daphne, Alabama (the “IDB”) was duly created by the City Council of the City of Daphne (the “City”) pursuant to Section 11-54-80, *et seq.*, of the Code of Alabama; and

WHEREAS, on September 22, 2016, the United States Department of Commerce, Economic Development Administration (the “EDA”) approved a grant that was applied toward the IDB’s total cost of developing certain infrastructure improvements related to the proposed Daphne Innovations and Science Complex (DISC), consisting of certain roadway infrastructure and related drainage improvements (as further described herein, the “Improvements”); and

WHEREAS, construction of the Improvements was completed in September of 2019, and the IDB has continued to own and maintain the Improvements thereafter; and

WHEREAS, the IDB is nearing the completion of its oversight of the DISC project, having entered into a purchase and sale agreement to convey all parcels of real property owned by the IDB, excluding the Improvements, to a third party for development; and

WHEREAS, the Improvements are public in nature, located within the corporate boundaries of the City, and appropriate for future maintenance by the City as public right-of-way improvements; and

WHEREAS, the City and the IDB have completed all actions necessary to obtain approval from the EDA for the IDB to transfer ownership and maintenance responsibilities of the Improvements to the City; and

WHEREAS, the IDB wishes to dedicate, and the City wishes to accept, the Improvements, subject to the terms and conditions of an Intergovernmental Agreement, in substantially the form attached hereto as Appendix 1.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, as follows:

1. That the City Council hereby accepts the dedication by the IDB of the following rights-of-way, along with related drainage and other improvements located within said rights-of-way, as further depicted and described on Exhibit A attached hereto (the “Improvements”):

Name of Right-of-way	Length (linear feet)	Width (feet)
DISC Drive	1,638.38	100
Technology Lane	711.18	60
Innovation Way	697.22	100

2. That the Mayor and Clerk of the City are each hereby authorized to execute the Intergovernmental Agreement and such other documents related to the closing and acceptance of the Improvements as deemed necessary by the City Attorney.

3. That the Clerk of the City is hereby directed to record this Ordinance in the records of the Judge of Probate of Baldwin County, Alabama.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE 17th DAY OF June, 2024.



Robin LeJeune, Mayor

ATTEST:



Candace G. Antinarella, MMC, City Clerk

EXHIBIT A

Depiction and Description of Improvements

The "Improvements" include all of the real property described below, and all improvements located on said property.

COMMENCE AT THE CALCULATED NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 2 EAST AND RUN THENCE NORTH 89 DEGREES 27 MINUTES 12 SECONDS WEST, A DISTANCE OF 115.25 FEET TO A CAPPED IRON PIN ON THE WEST RIGHT-OF-WAY OF ALABAMA HIGHWAY 181; THENCE ALONG SAID WEST RIGHT-OF-WAY, AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 20174.13 FEET, AN ARC LENGTH OF 145.55 FEET, (CHORD BEARS NORTH 00 DEGREES 52 MINUTES 14 SECONDS EAST, A DISTANCE OF 145.55 FEET) TO THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 27 MINUTES 12 SECONDS WEST, 20 FEET SOUTH OF, AND PARALLEL TO THE NORTH LINE OF LOT 7, DISC SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2568-E AND F, BALDWIN COUNTY PROBATE RECORDS, A DISTANCE OF 220.93 FEET; THENCE CONTINUING 20 FEET SOUTH OF, AND PARALLEL TO THE NORTH LINE OF SAID LOT 7, RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 22.04 FEET, (CHORD BEARS NORTH 87 DEGREES 41 MINUTES 57 SECONDS WEST, A DISTANCE OF 22.04 FEET) TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 202.16 FEET, (CHORD BEARS NORTH 69 DEGREES 51 MINUTES 27 SECONDS WEST, A DISTANCE OF 199.52 FEET); THENCE RUN NORTH 53 DEGREES 46 MINUTES 12 SECONDS WEST, A DISTANCE OF 382.76 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 420.50 FEET, AN ARC LENGTH OF 263.53 FEET, (CHORD BEARS NORTH 71 DEGREES 43 MINUTES 27 SECONDS WEST, A DISTANCE OF 259.24 FEET); THENCE RUN NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 596.23 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF THE AFOREMENTIONED DISC SUBDIVISION; THENCE RUN NORTH 00 DEGREES 19 MINUTES 18 SECONDS EAST, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 747.22 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF CHAMPIONS WAY; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, RUN SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 597.22 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 78.54 FEET, (CHORD BEARS SOUTH 44 DEGREES 40 MINUTES 42 SECONDS EAST, A DISTANCE OF 70.71 FEET); THENCE RUN SOUTH 89 DEGREES 40 MINUTES 42 SECONDS EAST, A DISTANCE OF 480.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 78.54 FEET, (CHORD BEARS NORTH 45 DEGREES 19 MINUTES 18 SECONDS EAST, A DISTANCE OF 70.71 FEET); THENCE RUN NORTH 00 DEGREES 19 MINUTES 18 SECONDS EAST, A DISTANCE OF 597.22 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF CHAMPIONS WAY; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF THE AFOREMENTIONED DISC SUBDIVISION; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, RUN ALONG THE EAST AND NORTH MARGINS OF SAID LOT 1 THE FOLLOWING DESCRIBED COURSES: SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 664.82 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 340.00 FEET, AN ARC LENGTH OF 141.08 FEET, (CHORD BEARS SOUTH 65 DEGREES 39 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.07 FEET); THENCE RUN SOUTH 53 DEGREES 46 MINUTES 12 SECONDS EAST, A DISTANCE OF 424.20 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 138.91 FEET, (CHORD BEARS SOUTH 69 DEGREES 04 MINUTES 32 SECONDS EAST, A DISTANCE OF 137.26 FEET) TO THE SOUTHWEST CORNER OF LOT 4 OF THE AFOREMENTIONED DISC SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID LOT 4, AND A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 23.02 FEET, (CHORD BEARS SOUTH 86 DEGREES 55 MINUTES 02 SECONDS EAST, A DISTANCE OF 23.01 FEET); THENCE RUN SOUTH 89 DEGREES 27 MINUTES 12 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 4 AND LOT 6, DISC SUBDIVISION, A DISTANCE OF 222.10 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT-OF-WAY OF ALABAMA HIGHWAY 181; THENCE ALONG SAID WEST RIGHT-OF-WAY, AND A CURVE TO THE LEFT, HAVING A RADIUS OF 20174.13 FEET, AN ARC LENGTH OF 100.01 FEET, (CHORD BEARS SOUTH 01 DEGREES 13 MINUTES 10 SECONDS WEST, A DISTANCE OF 100.01 FEET) TO THE POINT OF BEGINNING. EASEMENT TRACT CONTAINS 6.31 ACRES, MORE OR LESS.

The right-of-way being conveyed to the City is depicted on the attached sketch, labeled thereon as "Right-of-Way Easement."

[Remainder of Page Intentionally Left Blank. Sketch Contained on Following Page.]

APPENDIX 1

FORM OF INTERGOVERNMENTAL AGREEMENT

(attached)

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into this the ___ day of _____, 2024 (the “Effective Date”), by and between the Industrial Development Board of the City of Daphne, Alabama, a public corporation organized under the laws of the State of Alabama (the “IDB”), and the City of Daphne, an Alabama municipal corporation (the “City”), these individual entities collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the IDB was duly created by the City pursuant to Section 11-54-80, *et seq.*, of the Code of Alabama; and

WHEREAS, on September 22, 2016, the United States Department of Commerce, Economic Development Administration (the “EDA”) approved a grant that was applied toward the IDB’s total cost of developing certain infrastructure improvements related to the proposed Daphne Innovations and Science Complex (DISC), consisting of certain roadway infrastructure and related drainage improvements (as further defined herein, the “Improvements”); and

WHEREAS, construction of the Improvements was completed in September of 2019, and the IDB has continued to own and maintain the Improvements thereafter; and

WHEREAS, the IDB is nearing the completion of its oversight of the DISC project, having entered into a purchase and sale agreement to convey all parcels of real property owned by the IDB, excluding the Improvements, to a third party for development; and

WHEREAS, the Improvements are public in nature, located within the corporate boundaries of the City, and appropriate for future maintenance by the City as public right-of-way improvements; and

WHEREAS, the Parties have completed all actions necessary to obtain approval from the EDA for the IDB to transfer ownership and maintenance responsibilities of the Improvements to the City; and

WHEREAS, the IDB wishes to dedicate, and the City wishes to accept, the Improvements.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the IDB does hereby dedicate the Improvements to the City, and the City hereby accepts said dedication, upon the terms and conditions set forth herein.

1. **The Improvements.** The Improvements shall consist of the following rights-of-way, along with related drainage and other improvements located within said rights-of-way, as further depicted and described on Exhibit A attached hereto (the “Improvements”):

Name of Right-of-way	Length (linear feet)	Width (feet)
DISC Drive	1,638.38	100
Technology Lane	711.18	60
Innovation Way	697.22	100

2. Conveyance of Improvements. The IDB hereby dedicates, and the City hereby accepts, the Improvements. The City shall record the Ordinance approving this Agreement and accepting the Improvements in the records of the Judge of Probate, Baldwin County, Alabama.

3. Representations and Covenants of the IDB. The IDB hereby represents and covenants the following:

- a. Construction of the Improvements is complete and in accordance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, Procedures for Subdivision Review, and Article XI, Minimum Requirements and Required Improvements for Subdivisions and Commercial Site Developments;
- b. As of the Effective Date, the Improvements are free from defects from any cause;
- c. The IDB has the full power and authority to enter into this Agreement and to carry out its respective obligations hereunder; and
- d. There is no action or proceeding pending or, insofar as the IDB knows, threatened against the IDB which could impact upon the IDB's right, power, and authority to enter into this Agreement or to otherwise carry out its obligations hereunder.

4. Representations and Covenants of the City. The City hereby represents and covenants the following:

- a. As of the Effective Date, the City shall assume maintenance of the Improvements;
- b. The City has the full power and authority to enter into this Agreement and to carry out its respective obligations hereunder; and
- c. There is no action or proceeding pending or, insofar as the City knows, threatened against the City which could impact upon the City's right, power, and authority to enter into this Agreement or to otherwise carry out its obligations hereunder.

5. Disclaimers by IDB. The City acknowledges and agrees that, except as otherwise provided in this Agreement, the IDB has not made, does not make, and specifically disclaims any representations or warranties, whether express or implied, concerning or with respect to the nature, quality, or condition of the Improvements, the suitability of the same for the City's purposes, the compliance therewith with any applicable laws, or any other matter with respect to the Improvements.

6. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party, and any attempt to make such assignment shall be null and void.

7. Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and inure to the benefit of the Parties and each of their respective successors and permitted assigns.

8. Further Assurances. The Parties shall take, and shall cause their respective affiliates to take, all appropriate action and execute or cause to be executed all documents of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof.

9. Amendment. No amendment, modification, or supplement of any provision of this Agreement or any exhibit hereto will be valid or effective unless made in writing and signed by the duly authorized representatives of the Parties.

10. Governing Law. This Agreement shall be governed by and performed in accordance with the laws of the State of Alabama. The Parties agree that venue concerning any dispute regarding the terms or enforcement of this Agreement shall only be in the State Courts of Alabama in Baldwin County.

11. Severability. Any of the provisions of this Agreement determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement.

12. Negotiated Agreement. The Parties each hereby acknowledge that the terms and language of this Agreement were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any particular Party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.

13. Legal Representation Conflict Waiver. Both Parties hereby acknowledge and agree that the law firm of Adams and Reese LLP (the "Firm") represents both Parties, and continues to represent both Parties with respect to the terms and conditions of this Agreement, and will continue to represent both Parties following the Effective Date. Both Parties acknowledge that a conflict does exist in the representation of the Parties by the Firm, and that both Parties have been given an opportunity to obtain independent counsel or advice on the terms and conditions of this Agreement. Both Parties to this Agreement agree, upon the execution hereof, to waive such conflict.

14. Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, email or other electronic means shall have the same effect as the delivery of manually signed documents.

[Signatures on Following Page]

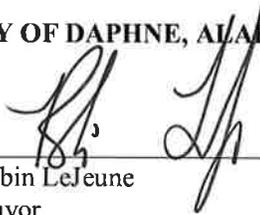
[Signature Page for Intergovernmental Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF DAPHNE**

By: 
Name: HR Harvey
Title: Chairman

THE CITY OF DAPHNE, ALABAMA

By: 
Name: Robin LeJeune
Title: Mayor

ATTEST:


Candace G. Antinarella, MMC, City Clerk

EXHIBIT A

Depiction and Description of Improvements

The "Improvements" include all of the real property described below, and all improvements located on said property.

COMMENCE AT THE CALCULATED NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 2 EAST AND RUN THENCE NORTH 89 DEGREES 27 MINUTES 12 SECONDS WEST, A DISTANCE OF 115.25 FEET TO A CAPPED IRON PIN ON THE WEST RIGHT-OF-WAY OF ALABAMA HIGHWAY 181; THENCE ALONG SAID WEST RIGHT-OF-WAY, AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 20174.13 FEET, AN ARC LENGTH OF 145.55 FEET, (CHORD BEARS NORTH 00 DEGREES 52 MINUTES 14 SECONDS EAST, A DISTANCE OF 145.55 FEET) TO THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 27 MINUTES 12 SECONDS WEST, 20 FEET SOUTH OF, AND PARALLEL TO THE NORTH LINE OF LOT 7, DISC SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2568-E AND F, BALDWIN COUNTY PROBATE RECORDS, A DISTANCE OF 220.93 FEET; THENCE CONTINUING 20 FEET SOUTH OF, AND PARALLEL TO THE NORTH LINE OF SAID LOT 7, RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 22.04 FEET, (CHORD BEARS NORTH 87 DEGREES 41 MINUTES 57 SECONDS WEST, A DISTANCE OF 22.04 FEET) TO A POINT ON THE WEST LINE OF SAID LOT 7; THENCE ALONG A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 360.00 FEET, AN ARC LENGTH OF 202.16 FEET, (CHORD BEARS NORTH 69 DEGREES 51 MINUTES 27 SECONDS WEST, A DISTANCE OF 199.52 FEET); THENCE RUN NORTH 53 DEGREES 46 MINUTES 12 SECONDS WEST, A DISTANCE OF 382.76 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 420.50 FEET, AN ARC LENGTH OF 263.53 FEET, (CHORD BEARS NORTH 71 DEGREES 43 MINUTES 27 SECONDS WEST, A DISTANCE OF 259.24 FEET); THENCE RUN NORTH 89 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 596.23 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF THE AFOREMENTIONED DISC SUBDIVISION; THENCE RUN NORTH 00 DEGREES 19 MINUTES 18 SECONDS EAST, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 747.22 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF CHAMPIONS WAY; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, RUN SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 597.22 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 78.54 FEET, (CHORD BEARS SOUTH 44 DEGREES 40 MINUTES 42 SECONDS EAST, A DISTANCE OF 70.71 FEET); THENCE RUN SOUTH 89 DEGREES 40 MINUTES 42 SECONDS EAST, A DISTANCE OF 480.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 78.54 FEET, (CHORD BEARS NORTH 45 DEGREES 19 MINUTES 18 SECONDS EAST, A DISTANCE OF 70.71 FEET); THENCE RUN NORTH 00 DEGREES 19 MINUTES 18 SECONDS EAST, A DISTANCE OF 597.22 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF CHAMPIONS WAY; THENCE RUN SOUTH 89 DEGREES 40 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 OF THE AFOREMENTIONED DISC SUBDIVISION; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, RUN ALONG THE EAST AND NORTH MARGINS OF SAID LOT 1 THE FOLLOWING DESCRIBED COURSES: SOUTH 00 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 664.82 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 340.00 FEET, AN ARC LENGTH OF 141.08 FEET, (CHORD BEARS SOUTH 65 DEGREES 39 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.07 FEET); THENCE RUN SOUTH 53 DEGREES 46 MINUTES 12 SECONDS EAST, A DISTANCE OF 424.20 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 138.91 FEET, (CHORD BEARS SOUTH 69 DEGREES 04 MINUTES 32 SECONDS EAST, A DISTANCE OF 137.26 FEET) TO THE SOUTHWEST CORNER OF LOT 4 OF THE AFOREMENTIONED DISC SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID LOT 4, AND A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 23.02 FEET, (CHORD BEARS SOUTH 86 DEGREES 55 MINUTES 02 SECONDS EAST, A DISTANCE OF 23.01 FEET); THENCE RUN SOUTH 89 DEGREES 27 MINUTES 12 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 4 AND LOT 6, DISC SUBDIVISION, A DISTANCE OF 222.10 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT-OF-WAY OF ALABAMA HIGHWAY 181; THENCE ALONG SAID WEST RIGHT-OF-WAY, AND A CURVE TO THE LEFT, HAVING A RADIUS OF 20174.13 FEET, AN ARC LENGTH OF 100.01 FEET, (CHORD BEARS SOUTH 01 DEGREES 13 MINUTES 10 SECONDS WEST, A DISTANCE OF 100.01 FEET) TO THE POINT OF BEGINNING. EASEMENT TRACT CONTAINS 6.31 ACRES, MORE OR LESS.

The right-of-way being conveyed to the City is depicted on the attached sketch, labeled thereon as "Right-of-Way Easement."

[Remainder of Page Intentionally Left Blank. Sketch Contained on Following Page.]