

**AMENDED AGREEMENT  
BETWEEN THE BALDWIN COUNTY COMMISSION AND  
THE TOWN OF LOXLEY  
REGARDING RESPECTIVE EXTRATERRITORIAL  
PLANNING JURISDICTION AUTHORITY OVER SUBDIVISIONS**

WHEREAS, on or about June 5, 1991, the Baldwin County Commission (hereinafter "COMMISSION") and the Town of Loxley (hereinafter "MUNICIPALITY") entered into that certain agreement, attached hereto as Exhibit A, concerning the areas of their respective planning jurisdictions; and

WHEREAS, said agreement, in section 8 thereof, provides that it may be amended by mutual action of the parties; and

WHEREAS, the parties now wish to, and do hereby amend the said agreement by the terms and conditions set out herein, and further acknowledge and agree that the instant amended agreement (hereinafter "Amended Agreement") shall constitute the sole and complete agreement between them concerning their respective planning jurisdictions; and

WHEREAS, Ala. Code 11-52-30 provides, *inter alia*, that the territorial jurisdiction of any municipal planning commission over the subdivision of land shall include all land located in the municipality and all land lying within five miles of the municipality and not located in any other municipality; and

WHEREAS, Alabama law authorizes the COMMISSION to regulate subdivisions in unincorporated areas of the County, including without limitation Ala. Code 11-24-1 et seq. which provides for the COMMISSION's authority over subdivisions inside extraterritorial planning jurisdictions of municipalities which did not have an organized and functioning planning commission on or before July 30, 1979; and

WHEREAS, Ala. Code 11-24-6 authorizes counties and municipalities to enter into agreements concerning the exercise of jurisdictional authority over proposed subdivisions situated in a municipality's extraterritorial planning jurisdiction.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits, as the same exist on the date of this Amended Agreement, and all land lying beyond its corporate limits and not lying inside the planning jurisdiction of any other municipality, all as depicted and described in Exhibit B.
2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area depicted and described in Exhibit B.

BALDWIN COUNTY, ALABAMA  
JUDGE ADRIAN T. JOHNS  
Filed/cert. 12/26/2007 2:34 PM  
TOTAL \$ 0.00  
7 Pages

1091983



3. In the case of each plat approved by MUNICIPALITY hereunder, MUNICIPALITY shall require the developer to make subdivision application to the county engineer for his approval as provided in Section 11-52-30 of the Code of Alabama prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the MUNICIPALITY or of the COMMISSION, must be complied with by the developer.

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S said planning jurisdiction as depicted and described in Exhibit B, and not lying inside the planning jurisdiction of any other municipality in Baldwin County; provided, however, that where a proposed subdivision lies partly in the COMMISSION'S planning jurisdiction and partly in the MUNICIPALITY'S planning jurisdiction, it shall be the MUNICIPALITY'S responsibility to review said subdivision as provided hereinabove.

5. A copy of this Amended Agreement, including exhibits hereto, shall be kept on file by the COMMISSION and MUNICIPALITY, and further shall be filed with the Judge of Probate of Baldwin County.

6. This Amended Agreement shall become effective as between the parties upon the last date signed below and shall continue in force and effect until such time as is mutually abolished by the COMMISSION and the MUNICIPALITY or determined by proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Amended Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in the County and MUNICIPALITY, with the parties equally sharing the costs thereof, after which the Amended Agreement shall have the force and effect of law.

7. It is expressly understood that this Amended Agreement can be modified or amended only by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is needed.

IN WITNESS WHEREOF, the MUNICIPALITY, by signature of the Mayor, and the COMMISSION, by signature of the Chairman, respectively approve and execute the Amended Agreement as follows:

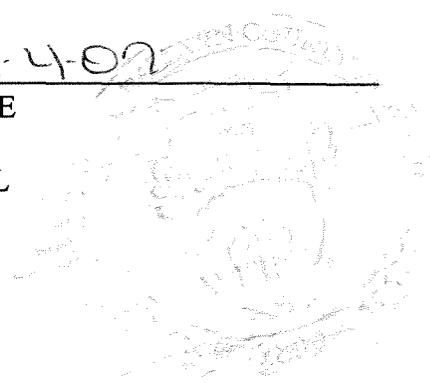
FOR: THE BALDWIN COUNTY COMMISSION

BY Frank Burt  
Chairman

12-4-02  
DATE

BY Michael L. Thompson  
Attest

SEAL



FOR: THE TOWN OF LOXLEY

BY *Luis Middleton*  
Mayor

12-19-07  
DATE

BY *Carol P. Middleton*  
Attest

SEAL



BETWEEN

THE BALDWIN COUNTY COMMISSION

AND

TOWN OF LOXLEY

7

Exhibit A  
1 of 2

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION" and TOWN OF LOXLEY, hereinafter referred to as "the MUNICIPALITY" desire to enter into an agreement concerning the areas of their respective planning jurisdictions, with the COMMISSION having responsibility for the review of subdivisions in the unincorporated areas of the County lying outside the MUNICIPALITY'S planning jurisdiction and not lying inside the planning jurisdiction of any other municipality in Baldwin County, and the MUNICIPALITY having particular responsibility for the review of subdivisions located inside its corporate limits and all land lying within its planning jurisdiction; and

WHEREAS, State law authorizes a municipality to exercise such planning jurisdiction up to five miles outside its corporate limits and not located in any other municipality;

NOW, THEREFORE, THE COMMISSION AND THE MUNICIPALITY do hereby mutually agree as follows:

1. The MUNICIPALITY'S planning jurisdiction shall include all land located inside its corporate limits and all land lying within 1½ miles of its corporate limits and not located in any other municipality.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area described in Item 1 above.

3. The MUNICIPALITY will submit a copy of each plat approved within its extraterritorial planning jurisdiction to the County Engineer for his approval as required in Section 11-52-30 of the Code of Alabama, prior to such plat being filed for recording with the Judge of Probate of Baldwin County. The more strict requirements, whether of the municipality or of the county, must be complied with by the developer.

Exhibit A  
2 of 2

4. The COMMISSION will exercise review authority through the Baldwin County Planning Commission over all subdivision developments lying outside the MUNICIPALITY'S planning jurisdiction described in Item 1 above, and not lying inside the planning jurisdiction of any other municipality in Baldwin County.

5. Upon execution of agreements between the COMMISSION and each municipality in Baldwin County, the COMMISSION will have prepared a map delineating the respective planning jurisdictions of the COMMISSION and each municipality in Baldwin County, which map shall be incorporated into this agreement and become a part of it.

6. A copy of this agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the County municipalities for the exercise of subdivision development controls shall be kept on file by the COMMISSION and the MUNICIPALITY and shall be filed with the Judge of Probate of Baldwin County.

7. This agreement shall become effective upon the last date signed below and shall continue in force and effect until such time as it is mutually abolished by the COMMISSION and the MUNICIPALITY, or determined by proper authority to be invalid or inconsistent with State law.

8. It is expressly understood that this agreement can be modified or amended by mutual action of the COMMISSION and the MUNICIPALITY whenever such modification or amendment is deemed necessary.

THE BALDWIN COUNTY COMMISSION

By Frank Burt, Jr.  
Chairman

Date 6-5-91

THE \_\_\_\_\_

By [Signature]  
Mayor

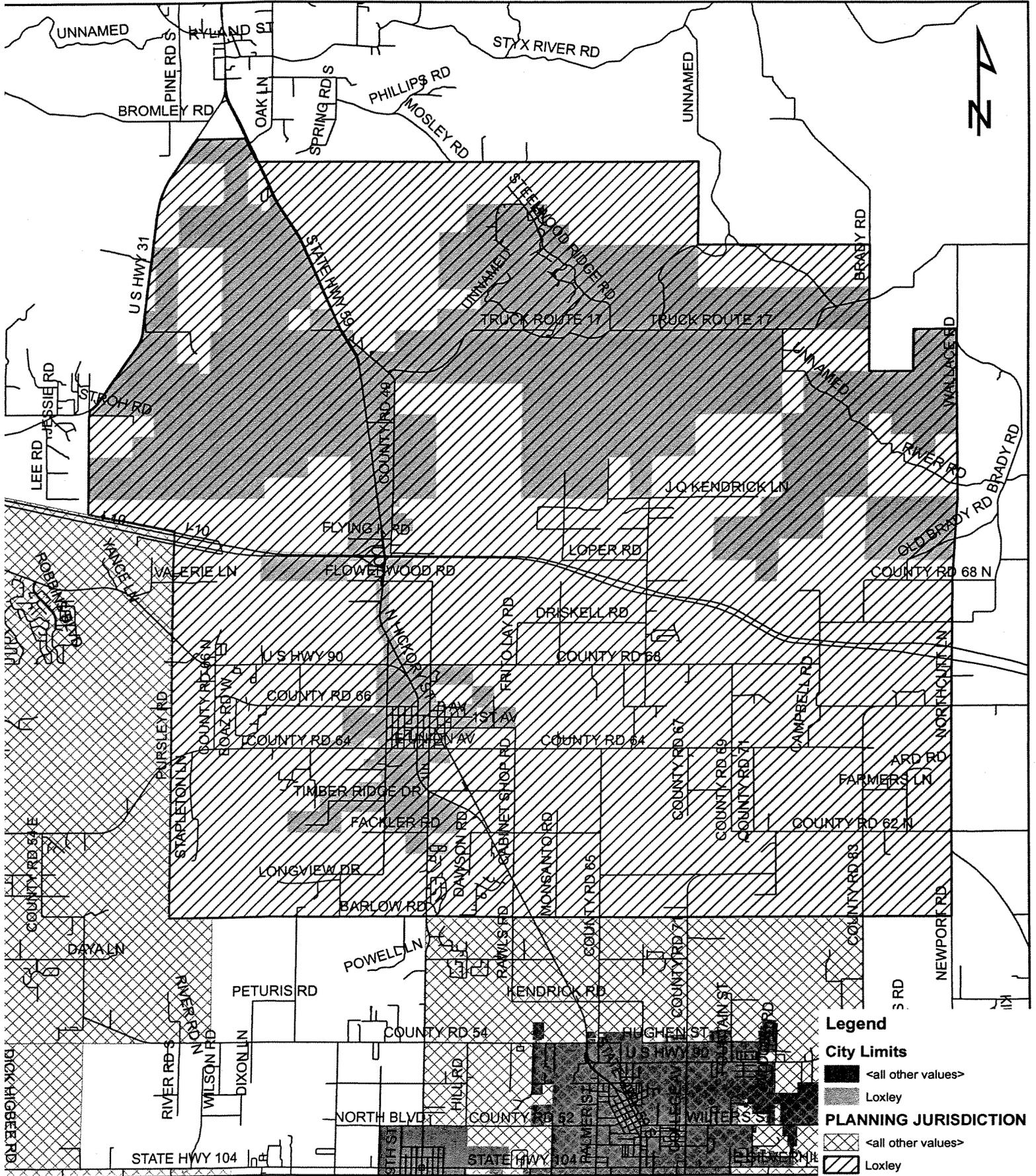
Date September 26, 1988

AMENDED AGREEMENT  
BETWEEN THE BALDWIN COUNTY COMMISSION AND  
THE TOWN OF LOXLEY  
REGARDING RESPECTIVE PLANNING JURISDICTIONS

**EXHIBIT "B"**

Begin at the SE corner of Sec 22, T-5-S, R-4-E; Run Thence west to the SW corner of Section 20, T-5-S, R-3-E; Run thence north to a point where the west line of Section 32, T-4-S, R-3-E intersects the north right-of-way line of Interstate 10; Run thence in a northwestwardly direction along the north right-of-way line of Interstate 10 to a point where the north right-of-way line of Interstate 10 intersects the west line of Section 31, T-4-S, R-3-E; Run thence north to a point where the west property line of Section 19, T-4-S, R-3-E intersects the south right-of-way line of U.S. Highway 31; Run thence in a northeastwardly direction along the southeast right-of-way line of said U.S. Highway 31 to a point where the southeast right-of-way line of U.S. Highway 31 intersects the south line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 5, T-4-S, R-3-E; continue thence along the southeast right-of-way line of U.S. Highway 31 to the NW corner of parcel number 05-33-03-05-0-000-003.000; Run thence east along the north line of said parcel to the west right-of-way line of State Highway 59; Run thence in a southeastwardly direction along the west right-of-way line of State Highway 59 to a point where the west right-of-way line of State Highway 59 intersects the North line of Section 8, T-4-S, R-3-E; Run thence east to the NE corner of Section 7, T-4-S, R-4-E; Run thence south to the SE corner of Section 7, T-4-S, R-4-E; Run thence east to the NE corner of Section 16, T-4-S, R-4-E; Run thence south to the NE corner of the SE  $\frac{1}{4}$  of Section 22, T-4-S, R-4-E; Run thence east to the NE corner of the SW  $\frac{1}{4}$  of Section 22, T-4-S, R-4-E; Run thence north to the NW corner of the NE  $\frac{1}{4}$  of Section 22, T-4-S, R-4-E; Run thence south along the section lines to the SE corner of Section 22, T-5-S, R-4-E and THE POINT OF BEGINNING.

AMENDED AGREEMENT  
 BETWEEN THE BALDWIN COUNTY COMMISSION AND  
 THE TOWN OF LOXLEY  
 REGARDING RESPECTIVE PLANNING JURISDICTIONS



1 inch equals 8,000 feet