

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

WHEREAS, on or about June 4, 1991, the Baldwin County Commission (hereinafter "COMMISSION") and the City of Daphne (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, and all land lying beyond its corporate limits and not lying inside the planning jurisdiction or corporate limits 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 2:35 PM  
TOTAL \$ 0.00  
9 Pages

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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

12/4/2007  
DATE

BY Wheeler C. Proyer  
Attest

SEAL

FOR: THE CITY OF DAPHNE

BY

Mayor

12-17-07

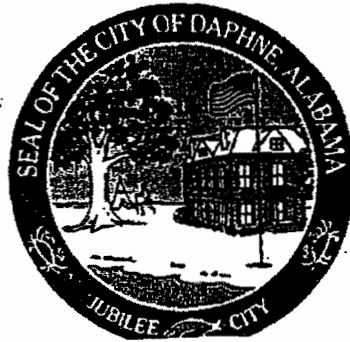
DATE

BY

Attest

SEAL

A. VICTOR GUARISCO  
MAYOR  
WILLIAM P. HERMAN  
CITY MANAGER  
MARY ANN LAPEZE  
CITY CLERK - TREASURER



COUNCIL MEMBERS  
MARVIN USSERY, PRESIDENT  
DISTRICT 3  
JOHN W. PETERSON, PRESIDENT PRO TEM  
DISTRICT 5  
RAYMOND N. BARNES  
DISTRICT 1  
E. HARRY BROWN  
DISTRICT 2  
JIM IVIE  
DISTRICT 7  
HELEN A. MCKEE  
DISTRICT 4  
JOHN SASSER  
DISTRICT 6

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BALDWIN COUNTY COMMISSION  
AND  
THE CITY OF DAPHNE

WHEREAS, THE BALDWIN COUNTY COMMISSION, hereinafter referred to as "the COMMISSION" and the City of Daphne, 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 five (5) 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.

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  
Chairman

*Frank D. [Signature]*

Date

*6-4-91*

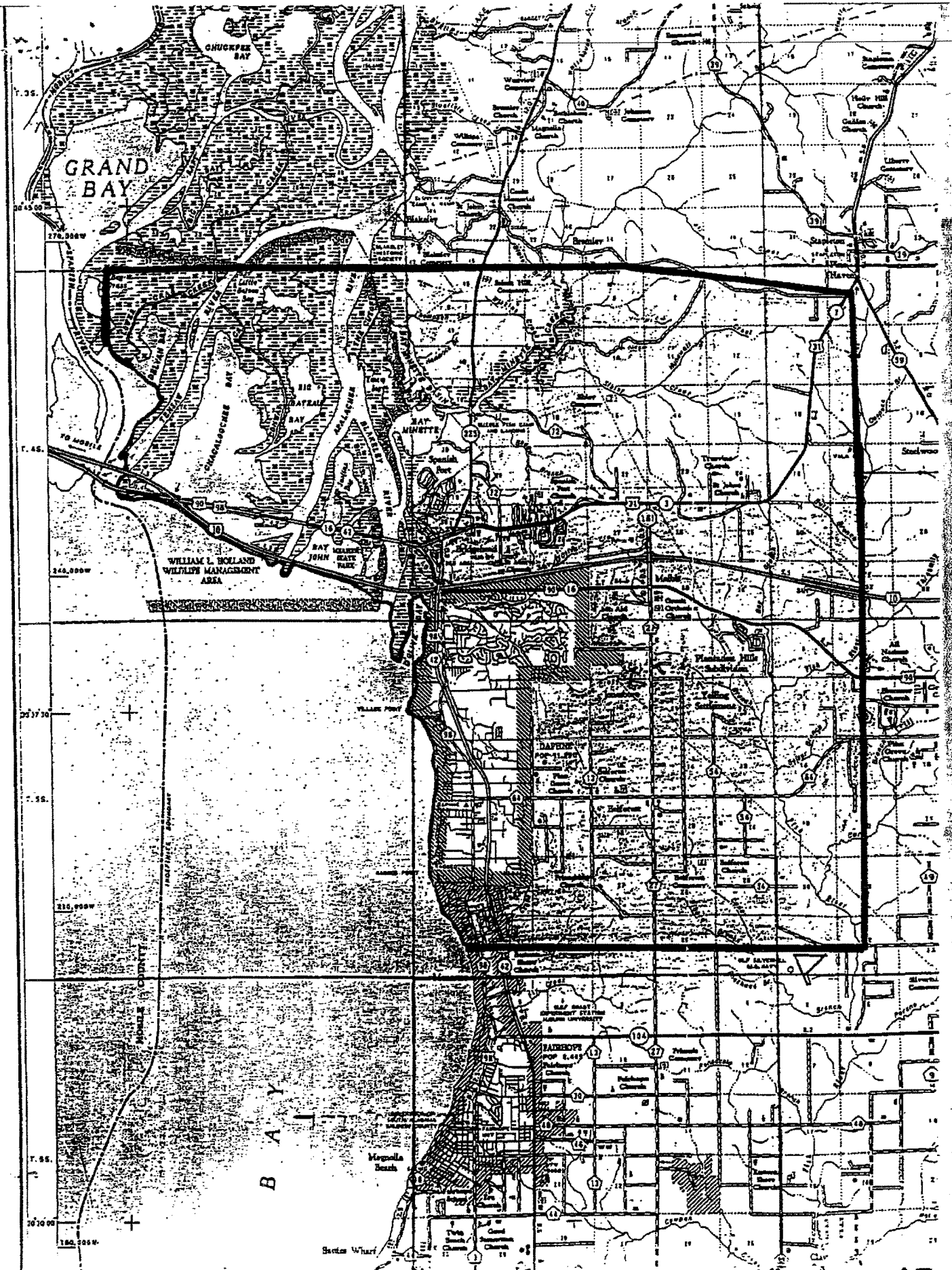
THE CITY OF DAPHNE

By  
City Manager

*William P. [Signature]*

Date

*5/17/91*



AMENDED AGREEMENT  
BETWEEN THE BALDWIN COUNTY COMMISSION AND  
THE CITY OF DAPHNE  
REGARDING RESPECTIVE PLANNING JURISDICTIONS

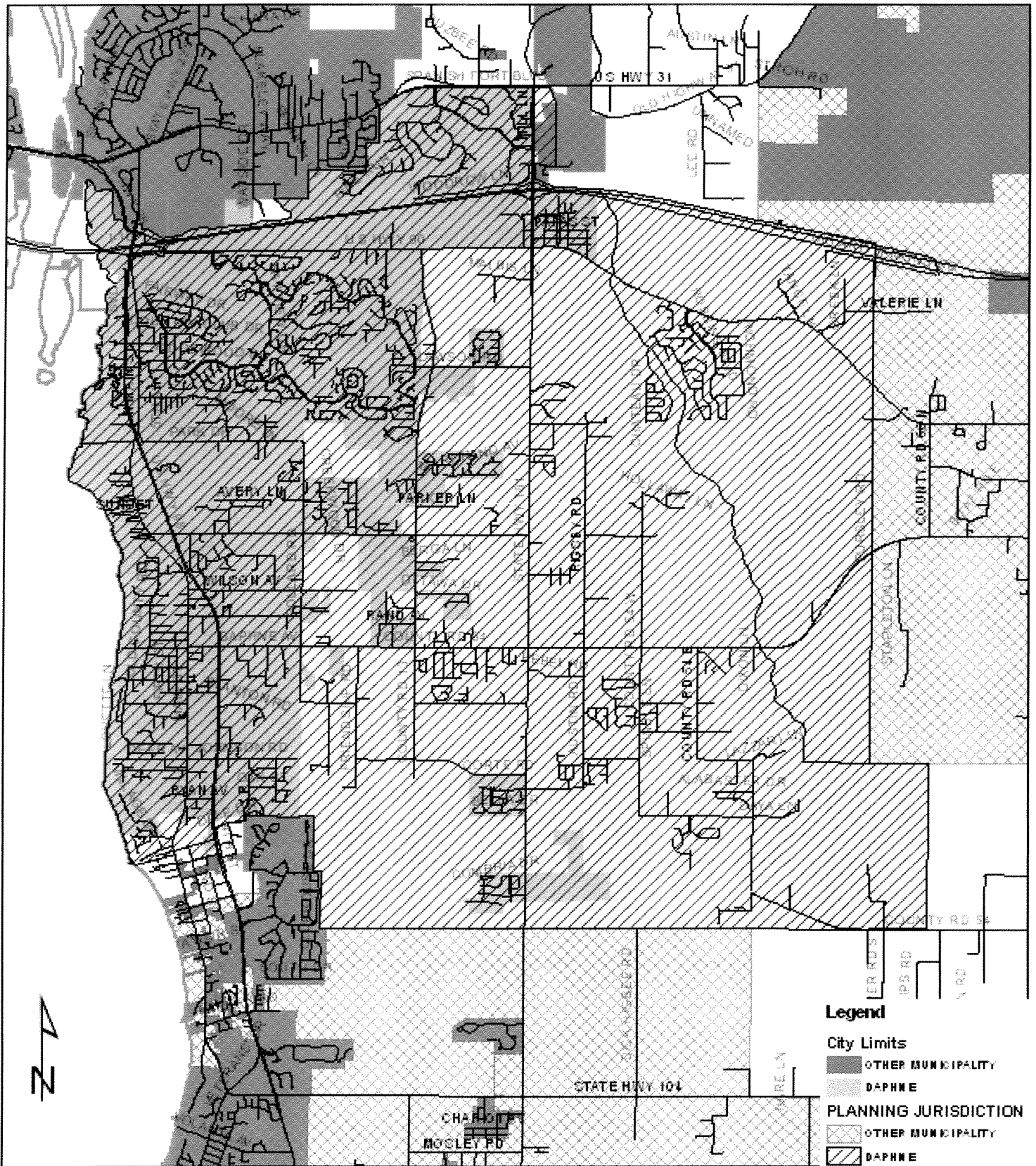
**EXHIBIT B**

Beginning at the SE corner of the NW  $\frac{1}{4}$  of Section 32, T-5-S, R-3-E; Run thence west to a point being the SE corner of Common Area No. 27 as shown on the recorded plat of Rock Creek, Phase Five as recorded on slide numbers 1909-B, 1910-A, 1910-B and 1911-A; Run thence north along the east boundary of said Rock Creek, Phase Five and Rock Creek, Phase Seven to a point being the NE corner of Rock Creek, Phase Seven, as recorded on slide numbers 2008-E & F and on the south section line of section 28, T-5-S, R-3-E and the north right-of-way line at Honours Lane; Run thence west along the north right-of-way line of Honours Lane to a point being the SE corner of Rock Creek, Phase Six, as recorded on slide numbers 1965 A & B; Run thence north along the east side of Rock Creek, Phase Six; Run thence west along the north line of Rock Creek, Phase Six and Phase Four to a point on the east right-of-way line of Dale Lane; Run thence south along the east right-of-way line of Dale Lane to the south right-of-way line of Dale Lane; Run thence west along the South right-of-way line of Dale Lane to a point in the centerline of U.S. Highway 98; Run thence south along the centerline of U.S. Highway 98 to the intersection of Gabel Street; Run thence west along the centerline of Gabel Street to the intersection of 2<sup>nd</sup> Street; Run thence north along the centerline of 2<sup>nd</sup> Street to the intersection of McIntyre Street; Run thence west along the centerline of McIntyre Street to the intersection of Main Street; Run thence south along the centerline of Main Street to the intersection of Bendabout Lane; Run thence west along the centerline of Bendabout Lane and the extension thereof to the mean high tide line of Mobile Bay; Run thence in a northward direction along the mean high tide line of Mobile Bay and D'Olive Bay to the North right-of-way line of Interstate 10; Run thence east along the north right-of-way line of Interstate 10 to a point being the SW corner of parcel number 05-32-09-32-0-001-001.003; Run thence northwestwardly along the west property line of said parcel to the north line of Section 32, T-4-S, R-2-E; Run thence east to the SW corner of Section 28, T-4-S, R-2-E; Run thence north to the NW corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 28, T-4-S, R-2-E; Run thence east to the NE corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 28, T-4-S, R-2-E; Run thence north to the NW corner of the SE  $\frac{1}{4}$  of Section 28, T-4-S, R-2-E; Run thence east to the SW corner of the east  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 28, T-4-S, R-2-E; Run thence north to the intersection of the west line of the east  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 28, T-4-S, R-2-E and the south right-of-way line of U.S. Highway 31; Run thence east along the south right-of-way line of U.S. Highway 31 to the NE corner of parcel number 05-32-07-26-0-000-021.001; Run thence in a southeasterly direction along the east side of parcel number 05-32-07-26-0-000-021.001 to the southeast corner of said parcel; Run thence due south for approximately 3000 feet to the centerline of Eastern Shore Boulevard; Run thence west along the centerline of Eastern Shore Boulevard to the east right-of-way line of State Highway 181; Run thence south along the east right-of-way line of State Highway 181 to the north right-of-way line of Interstate 10; Run thence east along the north right-of-way line of Interstate 10 to the intersection of the north right-of-way of Interstate 10 and the west line of Section 32, T-4-S, R-3-E; Run thence south to the NE corner of Section 30, T-5-S, R-3-E; Run thence east to the NE corner of the NW  $\frac{1}{4}$  of Section 29, T-5-S, R-3-E; Run thence south to the SE corner of the NW  $\frac{1}{4}$  of Section 32, T-5-S, R-3-E and THE POINT OF BEGINNING.

LESS and EXCEPT any portion of described property located within the corporate limits of any other municipality.



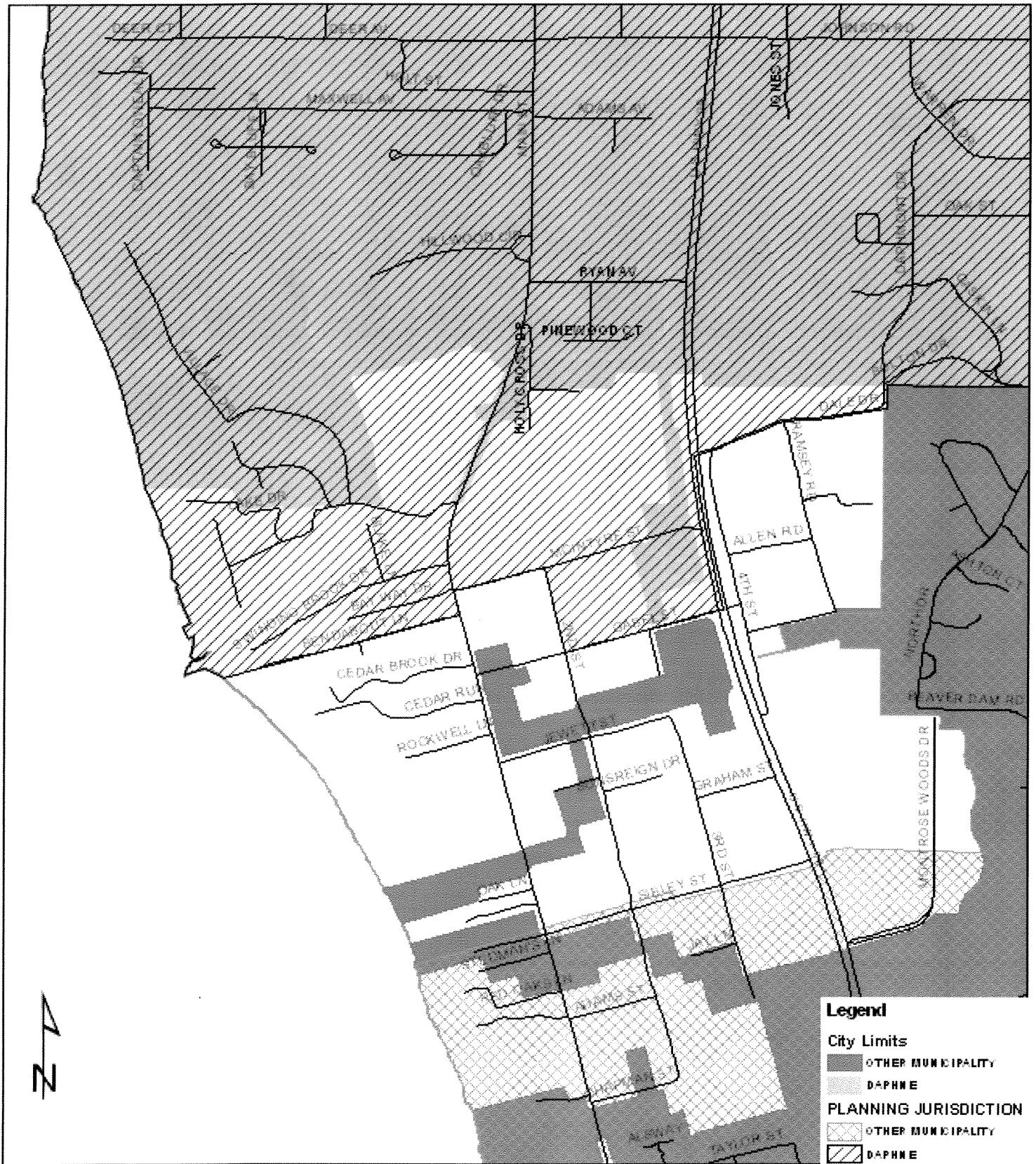
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1 inch equals 6,000 feet



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1 inch equals 1,000 feet