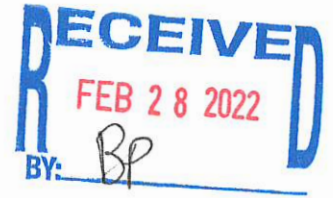


**Resolution #2022-062**

**AGREEMENT BETWEEN  
THE BALDWIN COUNTY COMMISSION,  
THE CITY OF SPANISH FORT  
AND THE  
PLANNING COMMISSION OF THE CITY OF SPANISH FORT  
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS  
WITHIN THE PLANNING JURISDICTION OF THE  
MUNICIPAL PLANNING COMMISSION**



The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF SPANISH FORT, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF SPANISH FORT (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY and all land lying within one and a half miles from the corporate limits of the MUNICIPALITY, less and except any areas omitted from the Map until July 25, 2023. See Map attached hereto as Exhibit A.
2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks.
3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.
4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, and enforcement of the development of subdivisions within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION subject to applicable state law and the requirements of §11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.

5. Unless otherwise provided or allowed by applicable state law, where the MUNICIPAL PLANNING COMMISSION is responsible for the regulation and enforcement of a subdivision development within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPALITY, no map or plat of any subdivision shall be recorded, and no property shall be sold referenced to the map or plat, until and unless it has been first submitted to, and approved by, the MUNICIPAL PLANNING COMMISSION, pursuant to § 11-52-32, Code of Alabama, and then certified by the county engineer or his or her designee within 30 days of being submitted to the county engineer. Approval by the county engineer shall not constitute approval in lieu of or on behalf of the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPAL PLANNING COMMISSION.

6. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction and outside the corporate limits of the MUNICIPALITY, the subdivision regulations of the MUNICIPALITY shall apply.

7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that in the case of any subdivision located outside the corporate limits of the MUNICIPALITY which has received preliminary plat approval from the COMMISSION or MUNICIPAL PLANNING COMMISSION prior to the effective date of this Agreement, the same shall continue to be solely under the jurisdiction of the respective COMMISSION or MUNICIPAL PLANNING COMMISSION as long as the approval remains effective.

8. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any application for subdivision located outside the corporate limits of the MUNICIPALITY properly submitted and accepted into the COMMISSION'S or MUNICIPAL PLANNING COMMISSION'S subdivision review process prior to the effective date of this Agreement shall remain under the review authority of the entity to whom it was properly submitted.

9. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.

10. If any part, section, or subdivision of this Agreement 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 Agreement which shall continue in full force.

11. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION,

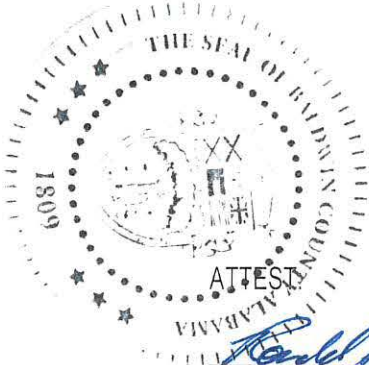
MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

12. This Agreement shall become effective on the later of the following two dates: (1) July 26, 2021, or (2) the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.

13. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]



Wayne Dyess Ronald J. Cink  
County Administrator  
Budget Director

ATTEST:

Rebecca A. Gaines  
By: Rebecca A. Gaines  
Its: City Clerk

COMMISSION:

BALDWIN COUNTY COMMISSION

Joe Davis, III James E. Ball  
By: Joe Davis, III James E. Ball  
Its: Chairman

MUNICIPALITY:

SPANISH FORT,  
ALABAMA

Michael M. McMillan  
By: Michael M. McMillan  
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE  
CITY OF SPANISH FORT, ALABAMA

Carl Nelson  
By: Carl Nelson  
Its: Chairman

STATE OF ALABAMA  
COUNTY OF BALDWIN

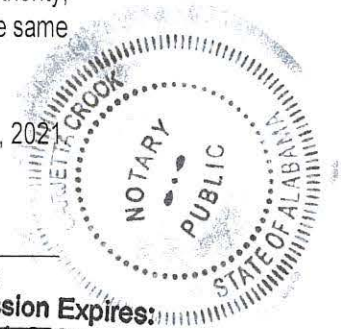
I, Carietta Crook, a Notary Public in and for said County in said State, hereby certify that ~~JOE DAVIS, III~~ <sup>James E. Ball</sup> whose name as Chairman of the BALDWIN COUNTY COMMISSION, and ~~WAYNE DYESS~~ <sup>Ronald T. Cook</sup> whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this the 2nd day of March, 2021

Carietta Crook

Notary Public, Baldwin County, Alabama

My Commission Expires: July 14, 2025



STATE OF ALABAMA  
COUNTY OF BALDWIN

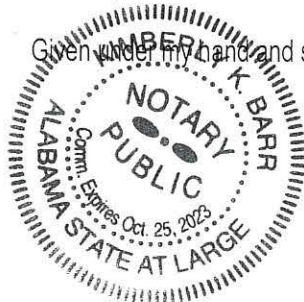
I, Kimberly K Barr, a Notary Public in and for said County in said State, hereby certify that Michael M. McMillan, whose name as Mayor of the CITY OF SPANISH FORT, ALABAMA, and Rebecca A. Gaines, whose name as City Clerk of the CITY OF SPANISH FORT, ALABAMA, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and seal this 16th day of February, 2021 ~~2021~~ <sup>2022</sup>

Kimberly K Barr

Notary Public, Baldwin County, Alabama

My Commission Expires: Oct 25 2023



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Carol Caldwell, a Notary Public in and for said County in said State, hereby certify that Carl Nelson, whose name as Chairman of the PLANNING COMMISSION of the CITY OF SPANISH FORT, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this 15 day of February, <sup>2022</sup>2021.

Carol Caldwell

Notary Public, Baldwin County, Alabama

My Commission Expires: 11/2/2022

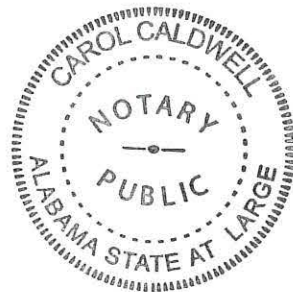
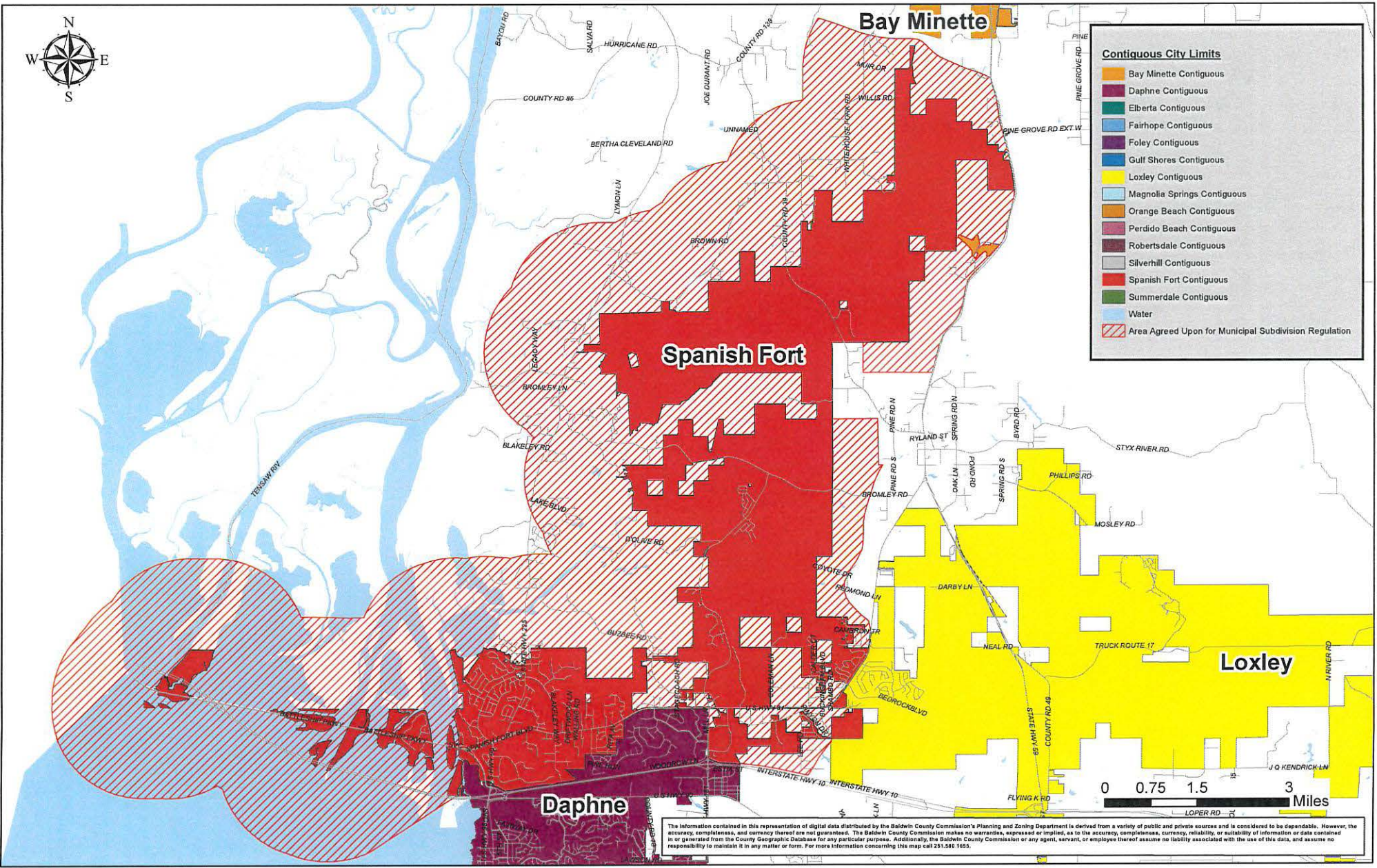


Exhibit A



The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.





**Printer Affidavit:**

This is to certify the attached advertisement  
Appeared in The Courier, The Islander & The Onlooker  
Issues of Gulf Coast Media.

Publication Date(s):  
March 16, 2022

Account # 987101 PO # \_\_\_\_\_  
Cost \$ 1,701.00 Ad # 284138

Bill To:  
Baldwin County Planning & Zoning

Mail payments to:  
Gulf Coast Media PO Box 1677 – Sumter, SC 29151

Bethany Summerlin  
Bethany Summerlin, Ad Representative

Sworn to and subscribe before me

This 31<sup>st</sup> day of March, 20 22

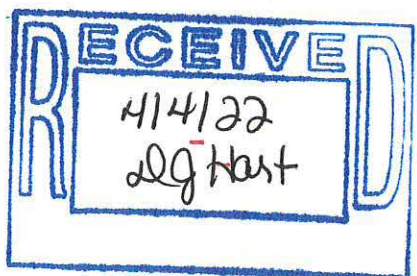
Amber Kimbler  
Amber Kimbler

Notary Public for Alabama

My commission expires on April 10, 2022



AMBER KIMBLER  
My Commission Expires  
April 10, 2022



AND THE  
 PLANNING COMMISSION OF THE CITY OF SPANISH FORT  
 CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS  
 WITHIN THE PLANNING JURISDICTION OF THE  
 MUNICIPAL PLANNING COMMISSION

RECEIVED  
 FEB 28 2022  
 BY: BP

limits of the MUNICIPALITY, the subdivision regulations of the MUNICIPALITY shall apply.

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF SPANISH FORT, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF SPANISH FORT (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

- The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY and all land lying within one and a half miles from the corporate limits of the MUNICIPALITY, less and except any areas omitted from the Map until July 25, 2023. See Map attached hereto as Exhibit A.
- The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks.
- The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.
- The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, and enforcement of the development of subdivisions within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION subject to applicable state law and the requirements of §11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.
- Unless otherwise provided or allowed by applicable state law, where the MUNICIPAL PLANNING COMMISSION is responsible for the regulation and enforcement of a subdivision development within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPALITY, no map or plat of any subdivision shall be recorded, and no property shall be sold referenced to the map or plat, until and unless it has been first submitted to, and approved by, the MUNICIPAL PLANNING COMMISSION, pursuant to § 11-52-32, Code of Alabama, and then certified by the county engineer or his or her designee within 30 days of being submitted to the county engineer. Approval by the county engineer shall not constitute approval in lieu of or on behalf of the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPAL PLANNING COMMISSION.

- The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that in the case of any subdivision located outside the corporate limits of the MUNICIPALITY which has received preliminary plat approval from the COMMISSION or MUNICIPAL PLANNING COMMISSION prior to the effective date of this Agreement, the same shall continue to be solely under the jurisdiction of the respective COMMISSION or MUNICIPAL PLANNING COMMISSION as long as the approval remains effective.
- The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any application for subdivision located outside the corporate limits of the MUNICIPALITY properly submitted and accepted into the COMMISSION'S or MUNICIPAL PLANNING COMMISSION'S subdivision review process prior to the effective date of this Agreement shall remain under the review authority of the entity to whom it was properly submitted.
- Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.
- If any part, section, or subdivision of this Agreement 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 Agreement which shall continue in full force.
- The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.
- [This Agreement shall become effective on the later of the following two dates: (1) July 26, 2021, or (2) the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.
- This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

STATE OF ALABAMA  
 COUNTY OF BALDWIN

I, Carietta Creek, a Notary Public in and for said County in said State, hereby certify that JEFF BARR, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WALTER SPIESE, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this 29<sup>th</sup> day of March, 2021.

Carietta Creek  
 Notary Public, Baldwin County, Alabama  
 My Commission Expires: July 14, 2026



Wayne Dymal Ronald J. Clark  
 County Administrator  
 Budget Director

COMMISSION:

BALDWIN COUNTY COMMISSION

James E. Barr  
 Its: Chairman

MUNICIPALITY:

SPANISH FORT,  
 ALABAMA

Michael M. McMillan  
 Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE  
 CITY OF SPANISH FORT, ALABAMA

Carl Nelson  
 Its: Chairman

STATE OF ALABAMA  
 COUNTY OF BALDWIN

I, Kimberly K Barr, a Notary Public in and for said County in said State, hereby certify that Michael M. McMillan, whose name as Mayor of the CITY OF SPANISH FORT, ALABAMA, and Rebecca A. Gaines, whose name as City Clerk of the CITY OF SPANISH FORT, ALABAMA, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and seal this 16<sup>th</sup> day of February, 2021.



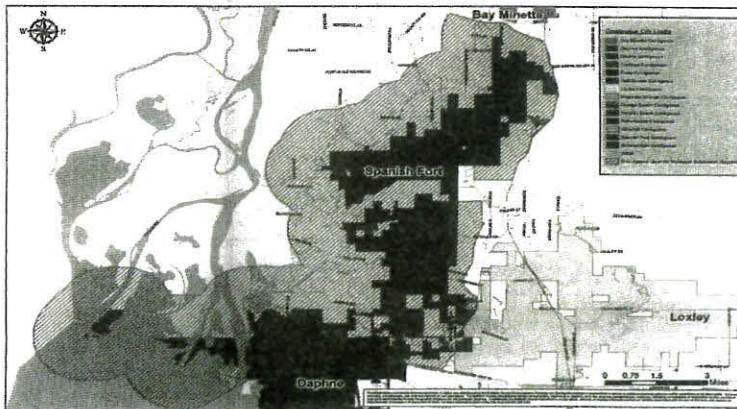
Kimberly K Barr  
 Notary Public, Baldwin County, Alabama  
 My Commission Expires: Oct 25 2023

STATE OF ALABAMA  
 COUNTY OF BALDWIN

I, Carol Caldwell, a Notary Public in and for said County in said State, hereby certify that Carl Nelson, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF SPANISH FORT, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this 15 day of February, 2021.

Carol Caldwell  
 Notary Public, Baldwin County, Alabama  
 My Commission Expires: 11/2/2022





**GULF COAST  
MEDIA**

**Printer Affidavit:**

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker

Issues of Gulf Coast Media.

Publication Date(s):

March 23, 2022

Account # 987101 PO # \_\_\_\_\_

Cost \$ 1,701.00 Ad # 284138

Bill To:

Baldwin County Planning  
& Zoning

Mail payments to:

Gulf Coast Media PO Box 1677 – Sumter, SC 29151

Bethany Summerlin  
Bethany Summerlin, Ad Representative

Sworn to and subscribe before me

This 31<sup>st</sup> day of March, 2022

Amber Kimbler

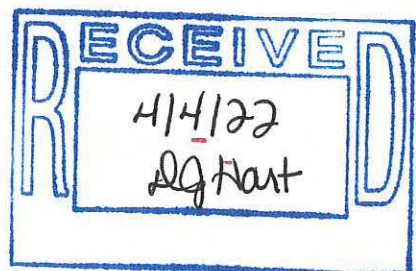
Amber Kimbler

Notary Public for Alabama

My commission expires on April 10, 2022



AMBER KIMBLER  
My Commission Expires  
April 10, 2022



**AGREEMENT BETWEEN  
THE BALDWIN COUNTY COMMISSION,  
THE CITY OF SPANISH FORT  
AND THE  
PLANNING COMMISSION OF THE CITY OF SPANISH FORT  
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS  
WITHIN THE PLANNING JURISDICTION OF THE  
MUNICIPAL PLANNING COMMISSION**

**RECEIVED**  
FEB 28 2022  
BY: BP

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF SPANISH FORT, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF SPANISH FORT (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY and all land lying within one and a half miles from the corporate limits of the MUNICIPALITY, less and except any areas omitted from the Map until July 25, 2023. See Map attached hereto as Exhibit A.

2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall regulate, review, approve, and enforce subdivision regulations for condominium developments, multiple occupancy developments, recreational vehicle parks, and manufactured home parks.

3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.

4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the MUNICIPAL PLANNING COMMISSION shall have exclusive responsibility for the regulation, review, approval, and enforcement of the development of subdivisions within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION subject to applicable state law and the requirements of §11-52-32, Code of Alabama requiring review and certification by the County Engineer and compliance with all applicable Baldwin County Zoning regulations.

5. Unless otherwise provided or allowed by applicable state law, where the MUNICIPAL PLANNING COMMISSION is responsible for the regulation and enforcement of a subdivision development within the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPALITY, no map or plat of any subdivision shall be recorded and no property shall be sold referenced to the map or plat, until and unless it has been first submitted to, and approved by, the MUNICIPAL PLANNING COMMISSION, pursuant to § 11-52-32, Code of Alabama, and then certified by the county engineer or his or her designee within 30 days of being submitted to the county engineer. Approval by the county engineer shall not constitute approval in lieu of or on behalf of the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPAL PLANNING COMMISSION.

6. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction and outside the corporate limits of the MUNICIPALITY, the subdivision regulations of the MUNICIPALITY shall apply.

7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that in the case of any subdivision located outside the corporate limits of the MUNICIPALITY which has received preliminary plat approval from the COMMISSION or MUNICIPAL PLANNING COMMISSION prior to the effective date of this Agreement, the same shall continue to be solely under the jurisdiction of the respective COMMISSION or MUNICIPAL PLANNING COMMISSION as long as the approval remains effective.

8. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any application for subdivision located outside the corporate limits of the MUNICIPALITY properly submitted and accepted into the COMMISSION'S or MUNICIPAL PLANNING COMMISSION'S subdivision review process prior to the effective date of this Agreement shall remain under the review authority of the entity to whom it was properly submitted.

9. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.

10. If any part, section, or subdivision of this Agreement 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 Agreement which shall continue in full force.

11. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

12. This Agreement shall become effective on the later of the following two dates: (1) July 26, 2021, or (2) the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.

13. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have set their hands and seals, by and through their duly authorized representatives, on the dates indicated below with the full intent and authority to bind the parties hereto.

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Carrietta Crook, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WALTER DRESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this 28<sup>th</sup> day of March, 2022

Carrietta Crook  
Notary Public, Baldwin County, Alabama  
My Commission Expires: July 14, 2026



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Kimberly K Barr, a Notary Public in and for said County in said State, hereby certify that Michael M. McMillan, whose name as Mayor of the CITY OF SPANISH FORT, ALABAMA, and Rebecca A. Gaines, whose name as City Clerk of the CITY OF SPANISH FORT, ALABAMA, 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 such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality on the day the same bears date.

Given under my hand and seal this 16<sup>th</sup> day of February, 2022

Kimberly K Barr  
Notary Public, Baldwin County, Alabama  
My Commission Expires: Oct 25 2023



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Carol Caldwell, a Notary Public in and for said County in said State, hereby certify that Carl Nelson, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF SPANISH FORT, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this 15 day of February, 2021

Carol Caldwell  
Notary Public, Baldwin County, Alabama  
My Commission Expires: 11/1/2022



COMMISSION:

BALDWIN COUNTY COMMISSION

James E. Bell  
Its: Chairman

MUNICIPALITY:

SPANISH FORT,  
ALABAMA

By: Michael M. McMillan  
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE  
CITY OF SPANISH FORT, ALABAMA

By: Carl Nelson  
Its: Chairman

