

STATE OF ALABAMA
COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
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RESOLUTION # 2017-048

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE CITY OF BAY MINETTE
AND THE
PLANNING COMMISSION OF THE CITY OF BAY MINETTE
CONCERNING THE EXERCISE OF
EXTRATERRITORIAL PLANNING JURISDICTION
AUTHORITY OVER SUBDIVISIONS**

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF BAY MINETTE, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF BAY MINETTE (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), desire to enter into an agreement concerning the areas of their respective planning jurisdictions outside the corporate limits of the MUNICIPALITY; and

WHEREAS, the COMMISSION has the responsibility for the review of subdivisions of property within Baldwin County lying outside the corporate limits of the municipalities in the County and not lying inside the extraterritorial jurisdiction of any municipal planning commissions in Baldwin County, and the MUNICIPAL PLANNING COMMISSION has particular responsibility for the review of subdivisions located in all land lying within the corporate limits of the MUNICIPALITY and its extraterritorial planning jurisdiction; and

WHEREAS, Section 11-52-30, Code of Alabama 1975, 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, subject to applicable state laws, including, but not limited to, any applicable local legislation; and

WHEREAS, Alabama law provides that, if a county commission has adopted subdivision regulations pursuant to Section 11-24-1, et seq., Code of Alabama 1975, those subdivision regulations shall apply to the development of subdivisions outside the corporate limits of a municipality and the extraterritorial jurisdiction, subject to applicable state law, and shall be regulated and enforced in the same manner and to the same extent as other subdivision development governed by the subdivision regulations of the county; and

WHEREAS, Section 11-52-30 and Section 11-24-6 of the Code of Alabama 1975 provide that a county commission and municipal planning commission, subject to the approval of the agreement by resolution of the commission, the municipality and the municipal planning commission, may enter into a written agreement providing that the municipal planning commission

shall be responsible for the regulation and enforcement of the development of subdivisions within the extraterritorial jurisdiction of the municipal planning commission under the terms and conditions of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION do hereby mutually agree as follows:

1. The extraterritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION shall include all land depicted in Exhibit "A" and described in Exhibit "B". Said extraterritorial planning jurisdiction may be expanded by amendment of this Agreement or in accordance with applicable state law.
2. The MUNICIPAL PLANNING COMMISSION will exercise sole review authority over all subdivision developments within its said extraterritorial planning jurisdiction, subject to applicable state law; provided, however, that if any part of a proposed subdivision lies within any portion of the extraterritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, then the MUNICIPAL PLANNING COMMISSION and not the COMMISSION will have responsibility for review of said subdivision.
3. 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 territorial 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 Section 11-52-32, Code of Alabama 1975, 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.
4. The COMMISSION will exercise review authority over all subdivision developments lying outside the corporate limits of the MUNICIPALITY and extraterritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, and not lying inside the corporate limits or extraterritorial planning jurisdiction of any other municipality in Baldwin County; provided that where a proposed subdivision lies partly in the planning jurisdiction of the COMMISSION and partly in the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, it shall be the responsibility of the MUNICIPAL PLANNING COMMISSION to review said subdivision as described in item 2 above.
5. The land subject to the provisions of this Agreement shall be automatically reduced upon the annexation of said land or any portion thereof by a municipality. In no event shall the annexation of land have the effect of increasing the extraterritorial jurisdiction

of the MUNICIPAL PLANNING COMMISSION beyond the boundaries set forth in this Agreement. In the event annexation expands the MUNICIPALITY's corporate limits into the extraterritorial jurisdiction recognized by this Agreement, the parties hereby agree that such extraterritorial jurisdiction, to the extent it is annexed, will be extinguished, and the MUNICIPALITY's corporate limits will then delineate the extent of the MUNICIPALITY's jurisdiction for subdivision regulation in that area. To the extent annexation does result in the reduction of the MUNICIPALITY's extraterritorial jurisdiction in a given area, as set forth herein, any other remaining portion or portions of the extraterritorial jurisdiction shall remain unaffected.

6. Any provision of this Agreement to the contrary notwithstanding, in the case of any subdivision which has received approval from the COMMISSION prior to the date of this Agreement, the same shall continue to be solely under the jurisdiction of the COMMISSION as long as the approval remains effective or until the final plat is recorded for that particular development.
7. A copy of this Agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the MUNICIPAL PLANNING COMMISSION for the exercise of subdivision development control shall be filed with the Judge of Probate of Baldwin County.
8. This Agreement shall become effective once the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, each adopt a resolution approving the Agreement, and shall continue in full force and effect until such time as it is mutually abolished by the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION, or is determined by a proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-6, this Agreement shall forthwith be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY, with the parties equally sharing the costs thereof.
9. It is expressly understood that this Agreement can be modified or amended only by such mutual action of the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION, whenever such modification or amendment is needed.
10. The parties hereto mutually agree that any previous Agreement entered into between the COMMISSION and the City of Bay Minette, styled "Agreement Between the Baldwin County Commission and the City of Bay Minette Concerning the Exercise of Planning Jurisdiction" is hereby terminated and replaced by this Agreement.


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.

SIGNATURE PAGES TO FOLLOW


COMMISSION:

BALDWIN COUNTY COMMISSION

ATTEST:



Ronald Cink
County Administrator/Budget
Director




By: Chris Elliott
Its: Chairman




MUNICIPALITY:

CITY OF BAY MINETTE,
ALABAMA

ATTEST:




By: Rita Diedrich
Its: Town Clerk



By: Robert A. Wills
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE CITY
OF BAY MINETTE



By: Todd Stewart
Its: Chairman

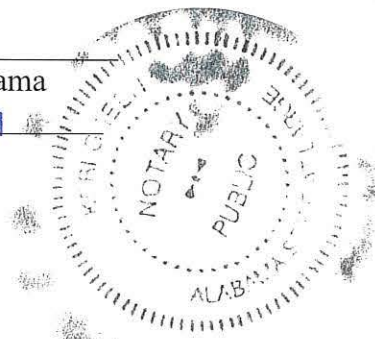
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said County in said State, hereby certify that CHRIS ELLIOTT, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and RONALD CINK, 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 7th day of March, 2017.

Keri Green
Notary Public, Baldwin County, Alabama
My Commission Expires: 11-23-19



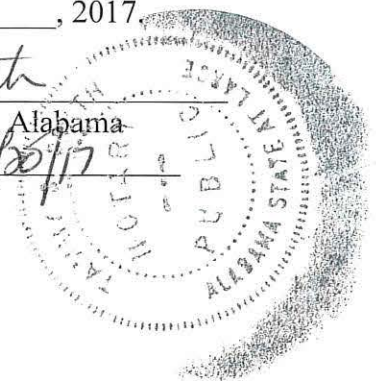
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Tammy Smith, a Notary Public in and for said County in said State, hereby certify that ROBERT A. WILLS, whose name as Mayor of the CITY OF BAY MINETTE, ALABAMA, and RITA DIEDRITCH, whose name as City Clerk of the CITY OF BAY MINETTE, 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, 2017.

Tammy Smith
Notary Public, Baldwin County, Alabama
My Commission Expires: 2/20/17



STATE OF ALABAMA

COUNTY OF BALDWIN

I, Tammy Smith, a Notary Public in and for said County in said State, hereby certify that TODD STEWART, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF BAY MINETTE, 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 16th day of February, 2017.

Tammy Smith
Notary Public, Baldwin County, Alabama
My Commission Expires: 2/20/17

Proposed Bay Minette ETJ

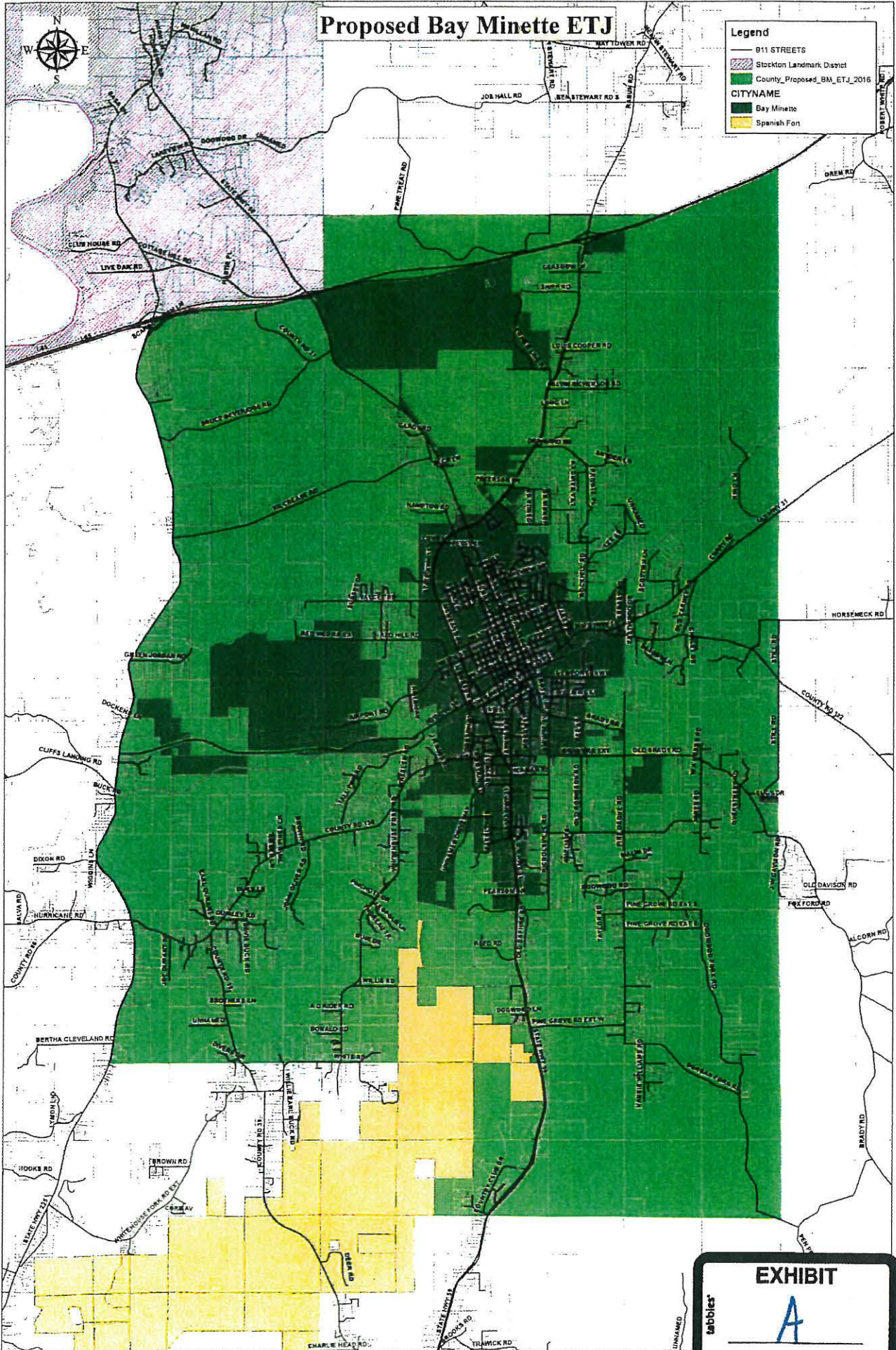


EXHIBIT
A

tabbles

EXHIBIT "B", LEGAL DESCRIPTION FOR PROPOSED BAY MINETTE EXTRATERRITORIAL JURISDICTION

Commence at a point on the south section line of Section 3, Township 3 South, Range 2 East, and the east right-of-way line of State Highway 225 and being the Point of Beginning of the herein described property. Thence run northerly along the existing east right-of-way line of State Highway 225 a distance of 53,988 feet, more or less, to a point on the south right-of-way line of Interstate Highway 65; Thence run easterly along the south right-of-way line of Interstate Highway 65 a distance of 12,207 feet, more or less, to a point on the west section line of Section 18, Township 1 South, Range 3 East; Thence run northerly along the west section line of Section 18, Township 1 South, Range 3 East a distance of 5,207 feet, more or less, to the northwest corner of said Section 18; Thence run easterly along the north section line of said Section 18 and a continuation thereof, a distance of 24,505 feet, more or less, to a point on the north section line of Section 14, Township 1 South, Range 3 East where it intersects with the south right-of-way line of Interstate Highway 65; Thence run northeasterly along said south right-of-way line of Interstate Highway 65 a distance of 8,106 feet, more or less, to a point on the east line of Section 12, Township 1 South, Range 3 East; Thence run southerly along the east line of said Section 12 and a continuation thereof a distance of 72,464 feet, more or less, to the southeast corner of Section 13, Township 3 South, Range 3 East; Thence run westerly along the south line of said Section 13 and a continuation thereof a distance of 24,294 feet, more or less, to the southwest corner of the Southeast Quarter of Section 17, Township 3 South, Range 3 East; Thence run northerly along the west line of said Southeast Quarter a distance of 2,620 feet, more or less, to the northwest corner of said Southeast Quarter; Thence run easterly along the north line of said Southeast Quarter a distance of 2,696 feet, more or less, to the southwest corner of the Northwest Quarter of Section 16, Township 3 South, Range 3 East; Thence run northerly along the west line of said Section 16 and a continuation thereof a distance of 7,958 feet, more or less, to the northwest corner of Section 9, Township 3 South, Range 3 East; Thence run easterly along the north line of said Section 9 a distance of 2,682 feet, more or less, to the northeast corner of the Northwest Quarter; Thence run southerly along the east line of said Northwest Quarter a distance of 2,654 feet, more or less, to the northwest corner of the Southeast Quarter; Thence run easterly along the north line of the Southeast Quarter a distance of 2,314 feet, more or less, to a point on the west right-of-way line State Highway 59; thence run northwesterly along the existing west right-of-way line of State Highway 59 a distance of 2,686 feet, more or less, to a point on the south line of Section 4, Township 3 South, Range 3 East; thence run westerly along the south line along said Section 4 a distance of 514 feet, more or less, to a point; thence run northerly a distance of 413 feet, more or less, to a point; thence run easterly a distance of 162 feet, more or less, to a point; thence run northerly a distance of 222 feet, more or less, to a point; thence run easterly a distance of 166 feet, more or less, to a point on the existing west right-of-way line of State Highway 59; thence run northwesterly along said existing west right-of-way line of State Highway 59 a distance of 93 feet, more or less, to a point; thence run westerly a distance of 779 feet, more or less, to a point; thence run northerly a distance of 600 feet, more or less, to a point; thence run westerly a distance of 932 feet, more or less, to a point; thence run northerly a distance of 1,331 feet, more or less, to the locally accepted southeast corner of the Northwest Quarter; thence run westerly along the south line of said Northwest Quarter a distance of 1,338 feet, more or less, to the southeast corner of the south one-

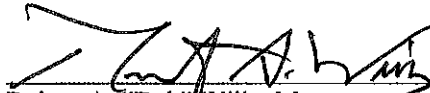
half of the Southwest Quarter of the Northwest Quarter; thence run northerly along the east line of said Southwest Quarter of the Northwest Quarter a distance of 660 feet, more or less, to the southeast corner of the north one-half of the Southwest Quarter of the Northwest Quarter; thence run westerly along the south line of the north one-half of the Southwest Quarter of the Northwest Quarter a distance of 1,337 feet, more or less, to a point on the east line of Section 5, Township 3 South, Range 3 East; thence run northerly along the east line of said Section 5 a distance of 1,998 feet, more or less, to the northeast corner of said Section 5; thence run westerly along the north line of said Section 5 a distance of 2,622 feet, more or less, to the northeast corner of the Northwest Quarter of said Section 5; thence run southerly along the east line of the Northwest Quarter a distance of 1,347 feet, more or less, to the northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 5; thence run westerly along the north line of said Southeast Quarter of the Northwest Quarter a distance of 1,330 feet, more or less, to a point; thence run northerly along the east line of the Northwest Quarter of the Northwest Quarter and a continuation thereof a distance of 2,661 feet, more or less, to the southwest corner of the Northeast Quarter of the Southwest Quarter of Section 32, Township 2 South, Range 3 East; thence run easterly along the south line of said Northeast Quarter of the Southwest Quarter a distance of 464 feet, more or less, to Bay Minette Creek; thence run northerly along the meanderings of said Bay Minette Creek a distance of 3,373 feet, more or less, to a point on the north line of the south one-half of the Northeast Quarter of the Northwest Quarter; thence run westerly along the north line of said south one-half of the Northeast Quarter of the Northwest Quarter a distance of 430 feet, more or less, to the northwest corner of the south one-half of the Northeast Quarter of the Northwest Quarter; thence run southerly along the quarter-quarter line a distance of 1,979 feet, more or less, to the southeast corner of the Southwest Quarter of the Northwest Quarter; thence run westerly along the south line of said Southwest Quarter of the Northwest Quarter a distance of 1,325 feet, more or less, to a point on the west line of Section 32, Township 2 South, Range 3 East; thence run southerly along the west line of said Section 32 and a continuation thereof a distance of 7,882 feet, more or less, to the southeast corner of Section 6, Township 3 South, Range 3 East; thence run westerly along the south line of said Section 6 and a continuation thereof a distance of 20,040 feet, more or less, to the Point of Beginning.

RESOLUTION OF THE
CITY OF BAY MINETTE


WHEREAS, the City of Bay Minette, desires to enter into an agreement ("Agreement"), in form as attached hereto as Exhibit 1, with the Baldwin County Commission and the Bay Minette Planning Commission concerning the exercise of extraterritorial planning jurisdiction authority over certain subdivisions.

NOW THEREFORE, the City of Bay Minette in regular meeting assembled does hereby approve the Agreement with the Baldwin County Commission and the Bay Minette Planning Commission concerning the exercise of extraterritorial planning jurisdiction authority over subdivisions. The Bay Minette Planning Commission does hereby further authorize and direct its mayor, Robert A. "Bob" Wills, to execute and deliver the Agreement and to take any further action to effectuate said Agreement.

DONE, this the 21 day of November, 2016.


Robert A. "Bob" Wills, Mayor
City of Bay Minette, Alabama


ATTEST:



Rita Diedtrich
City Clerk

I, the undersigned qualified and acting Clerk of the City of Bay Minette, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Bay Minette City Council, at a regular meeting of such council, held on the 21 day of November, 2016, and that said Resolution is on file in the office of the Bay Minette City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Bay Minette, on this the 21 day of November, 2016.



Rita Diedtrich, City Clerk