

~~Memorandum~~
Contract

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BALDWIN COUNTY COMMISSION

AND

THE CITY OF GULF SHORES, ALABAMA
PLANNING COMMISSION

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as "the COMMISSION"), and THE CITY OF GULF SHORES, ALABAMA PLANNING COMMISSION (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 except:

(a) The MUNICIPALITY'S planning jurisdiction will not include any land located northerly or westerly of the Compromise Boundary established by the Circuit Court of Baldwin County in that certain Consent Order On Settlement entered in City of Gulf Shores v. Holk, et al., CV95-323, on October 31, 1996, whether or not such land is within the planning jurisdiction of any other municipality (a delineation of the Compromise Boundary is contained in Exhibit 1 attached);

(b) In instances not governed by the Consent Order On Settlement described above where the planning jurisdiction of two or more municipalities overlap, the boundary of the MUNICIPALITY'S planning jurisdiction will be that agreed upon by the affected municipalities and, in the event of failure to agree, the boundary shall be determined to lie equidistant from the corporate limits of the affected municipalities.

2. The MUNICIPALITY will exercise review authority over all subdivision developments within the area described in Item 1 above, and if any part of an area subject to the provisions of this agreement lies within the City's extraterritorial jurisdiction, then the City shall exercise subdivision regulation and jurisdiction over the total proposed area.

3. The MUNICIPALITY shall submit a copy of each proposed plat within its extraterritorial planning jurisdiction to the County Engineer for his review and comment prior to Gulf Shores Planning Commission consideration. Once approved by the Gulf Shores Planning Commission the MUNICIPALITY will submit the original of each plat within its extraterritorial planning jurisdiction to the County Engineer for his signature/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. The COMMISSION has prepared a map(s) (attachment) that delineates the Gulf Shores extraterritorial jurisdiction as agreed upon between the MUNICIPALITY and COMMISSION at the date of this agreement. Such a map shall be amended from time to time so as to properly reflect any Gulf Shores annexations or deannexations.

6. A copy of this agreement, including the map delineating the respective planning jurisdiction 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 *Samuel Jenkins Sr.*

Date 3/11/97

THE CITY OF GULF SHORES PLANNING COMMISSION

By *Joseph F. M. Clewley*

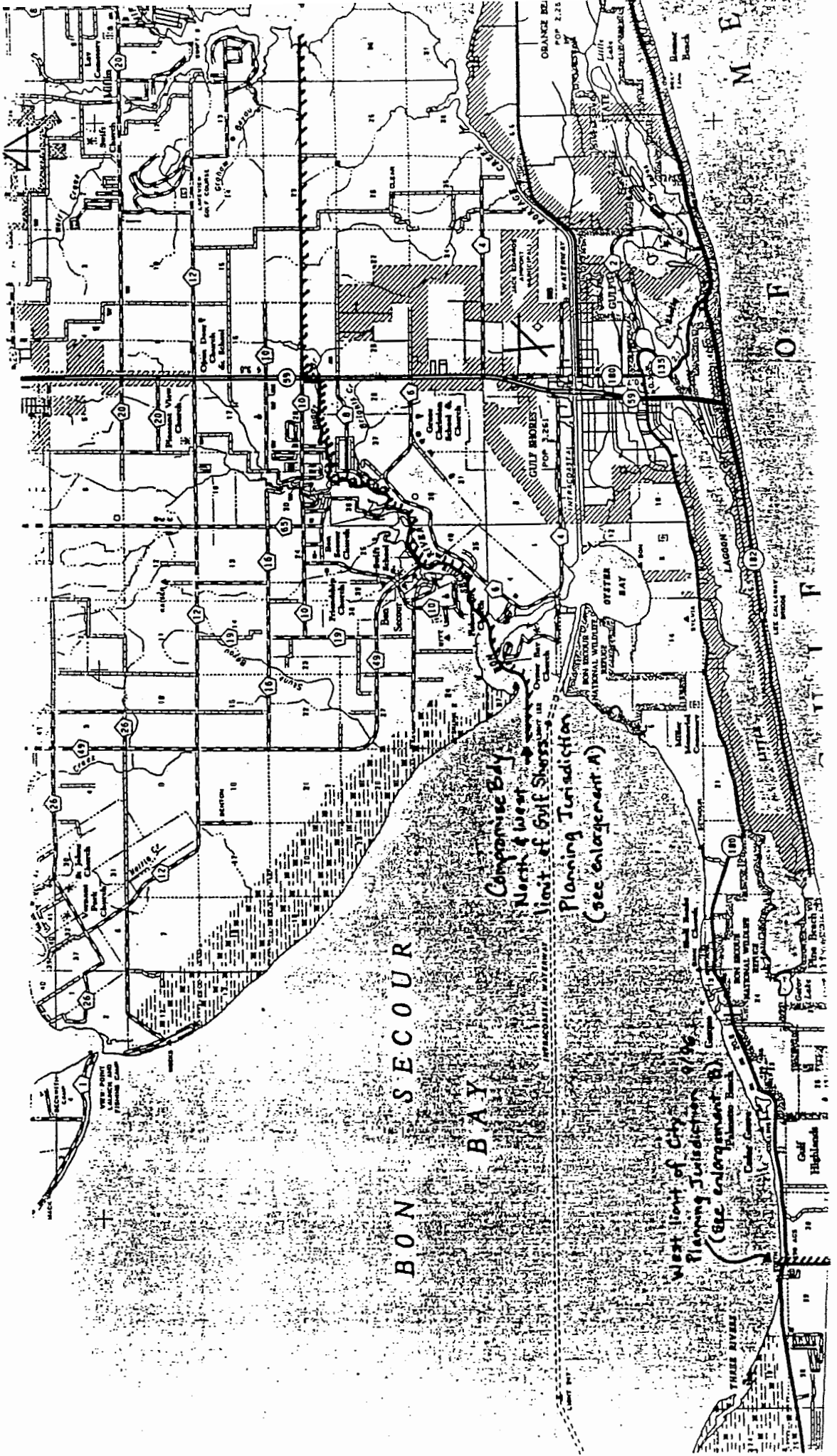
Date 2-27-97

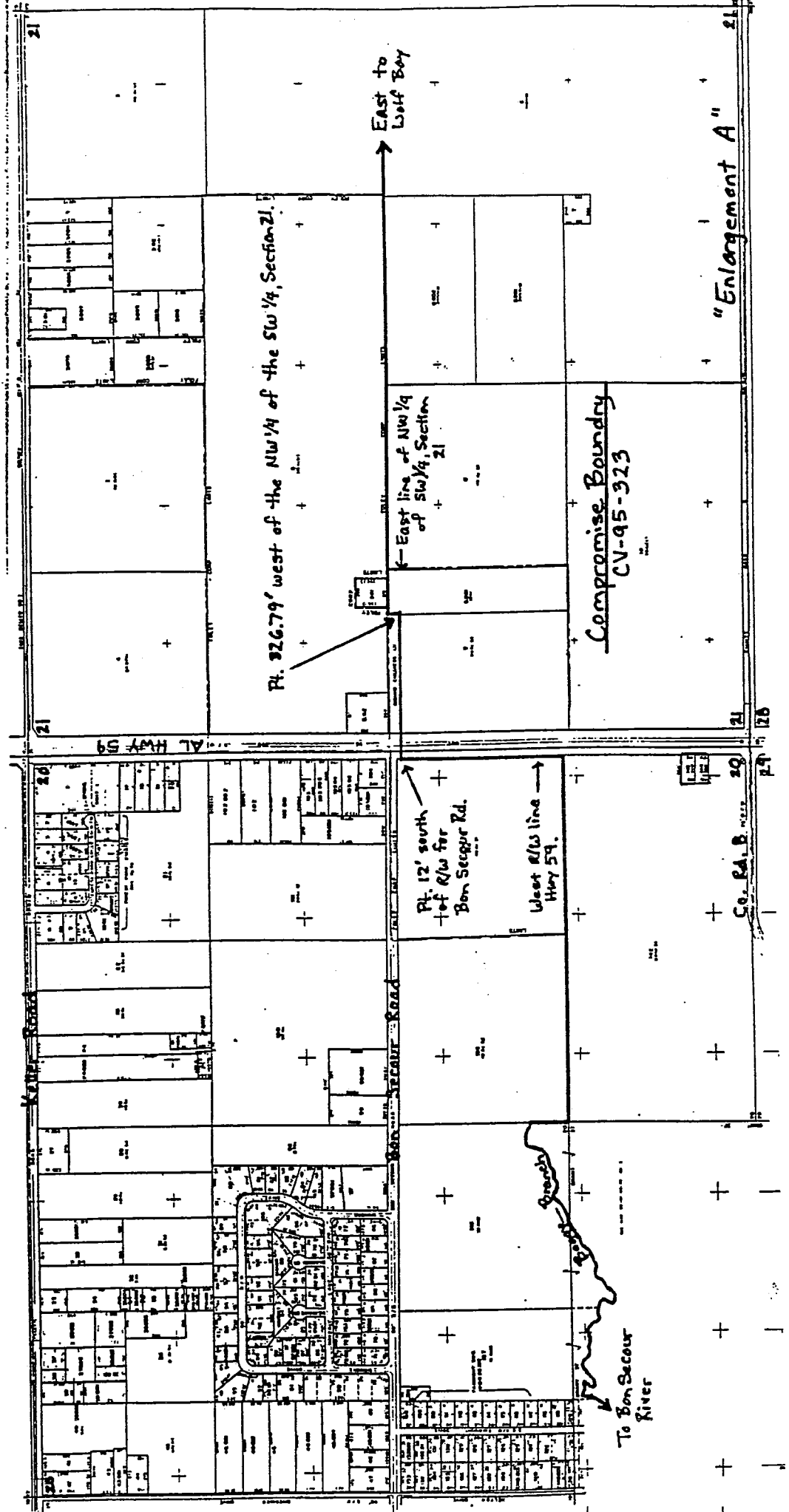
ATTEST:

Brenda B. Fail
Brenda Fail, Secretary

EXHIBIT I

Gulf Shores Extraterritorial Planning Jurisdiction





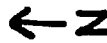
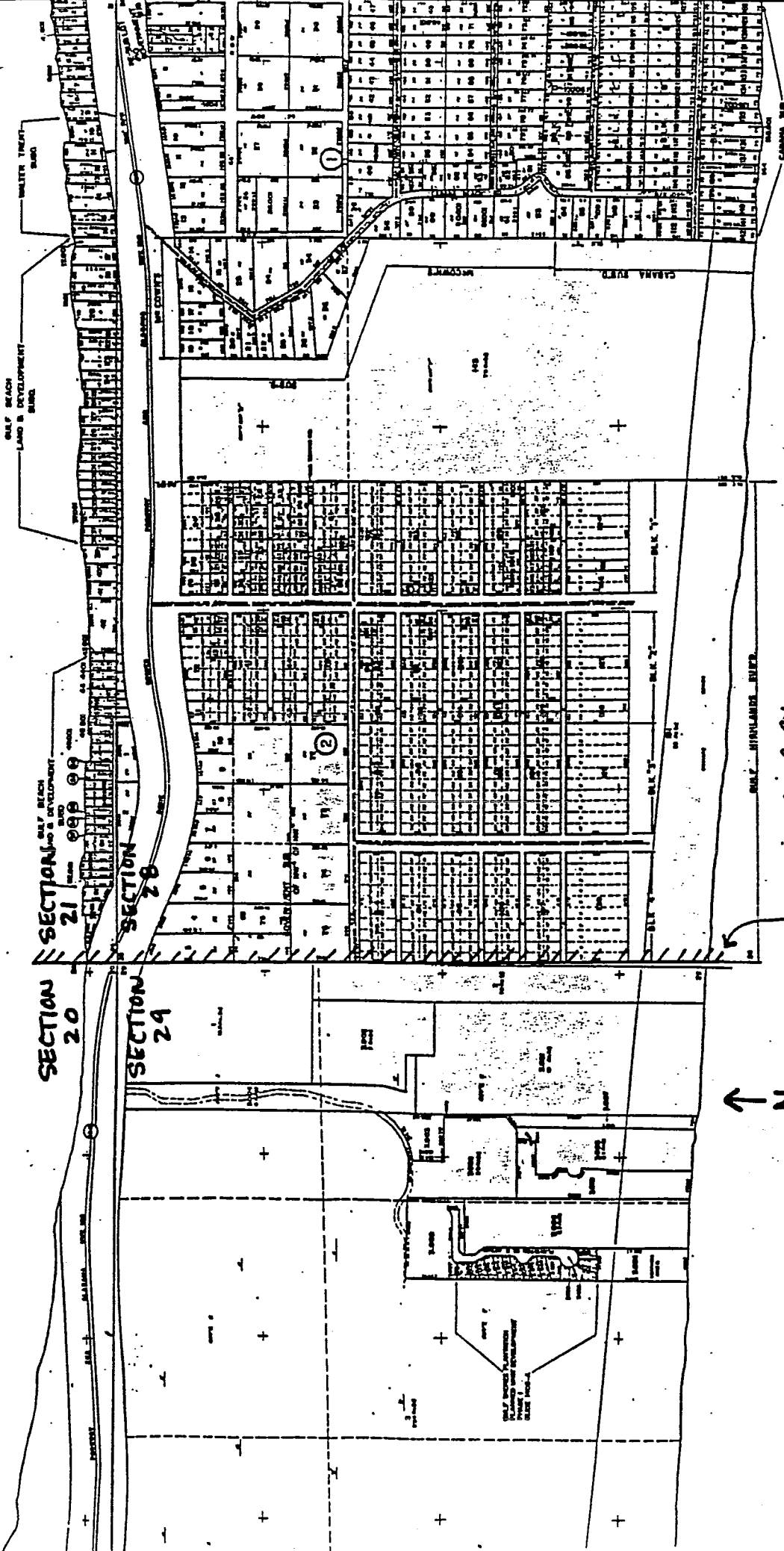
SON SECOND BAY

SECTION 20

SECTION 21

SECTION 24

SECTION 28



West limit of City.
 Extraterritorial Planning
 Jurisdiction Sept. 196

007 MEXICO

"Enlargement B."