COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

June 5, 2014

Ms. Karen S. Biel
Town Clerk
Town of Magnolia Springs
Post Office Box 890
Magnolia Springs, Alabama 36555

RE: New Extraterritorial Jurisdiction Agreement Between the Baldwin County Commission, the Town of Magnolia Springs and the Planning Commission of the Town of Magnolia Springs

Dear Ms. Biel:

Enclosed is a **fully executed recorded copy** of *Resolution #2014-041*, approved during the January 21, 2014, Baldwin County Commission meeting, approving the *Extraterritorial Jurisdiction Agreement* between the Commission, the Town of Magnolia Springs and the Planning Commission for the Town of Magnolia Springs.

Please provide a copy of the Resolution to the Town of Magnolia Springs Planning Commission.

If you have any questions or need further assistance, please do not hesitate to contact Vince Jackson, Planning Director, at (251) 580-1655.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item GB1

cc: Vince Jackson
DJ Hart
Cal Markert

ENCLOSURE

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 6/ 5/2014 2:37 PM
TOTAL $ 0.00
21 Pages

1460429

STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 law, 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 8, 2007, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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:

David A. Z. Brewer
County Administrator

By: Charles F. Gruber
Its: Chairman

MUNICIPALITY:

TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST:

By: Karen S. Biel
Its: Town Clerk

By: Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: Mike Costigan
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Jeannie M. Bonifay, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. Z. BREWER, 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 25th day of February, 2014.

Jeannie M. Bonifay
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

JEANNIE M. BONIFAY
Notary Public
State of Alabama
MY COMMISSION EXPIRES: MAR 14, 2017

STATE OF ALABAMA

COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BIEL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of FEBRUARY, 2014.

Heidy Colley Bell
Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 5/27/15

HEIDY COLLEY BELL
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

STATE OF ALABAMA

COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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.

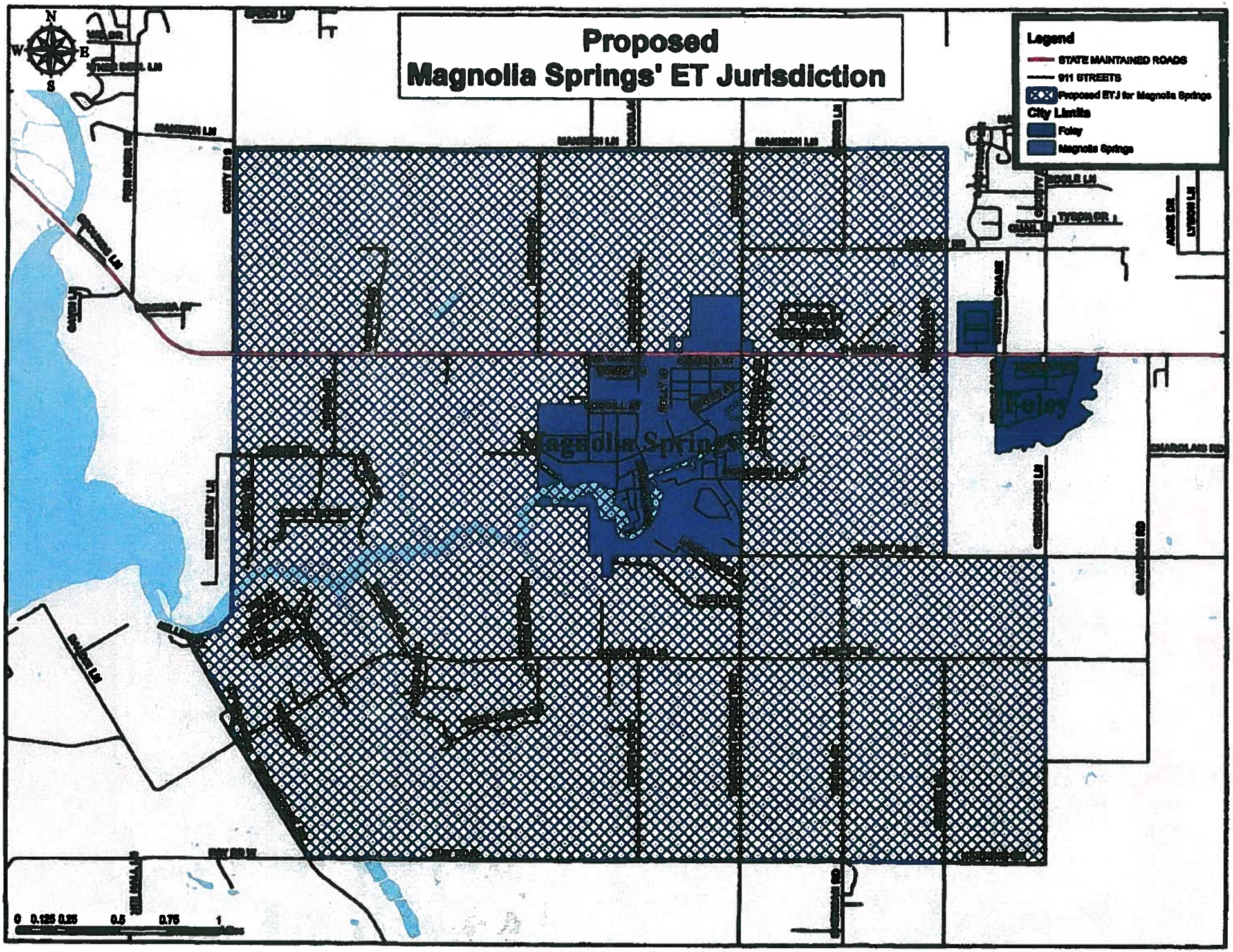
Given under my hand and seal this 19th day of FEBRUARY, 2014.

Heidy Colley Bell

Notary Public, Baldwin County, Alabama

My Commission Expires: My Commission Expires 5/27/15

HEIDY COLLEY BELL NOTARY PUBLIC ALABAMA STATE AT LARGE


Proposed
Magnolia Springs' ET Jurisdiction
Legend
STATE MAINTAINED ROADS
911 STREETS
Proposed ETJ for Magnolia Springs
City Limits
Foley
Magnolia Springs
Magnolia Springs
Foley
N
S
E
W
0 0.125 0.25 0.5 0.75 1
Miles

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding eastwardly along the centerline Mannich Lane, continuing eastwardly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southwardly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing eastwardly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southwardly on an imaginary line, through the centerline of Hartung Rd, to a center point at the centerline of Hartung Rd and Roy Waters Rd; thence continuing westwardly along Hartung Rd and westwardly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwestwardly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing eastwardly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2013-08

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August, 2013.

Kenneth D. Underwood

Kenneth D. Underwood – Mayor

ATTEST:

Karen S. Biel

Karen S. Biel – Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 10th day of April 2014.

Mike Costigan, Chairman

ATTEST:

Karen S. Biel, Secretary

Sworn to and subscribe before me

this 28th day of May, 2014

Amber Jean Kimbler

Notary Public

Mail Payment to: The Fairhope Courier
P.O. Box 549
Fairhope, Al 36533

AMBER JEAN KIMBLER
My Commission Expires
April 10, 2018

Affidavit: This is to certify the attached advertisement appeared in the following newspaper(s):

Tuesday Publications:

____The Courier
____The Islander
____The Foley Onlooker
____The Independent
____The Baldwin Times

Friday Publications:

✓ The Courier
✓ The Islander
✓ The Foley Onlooker
✓ The Independent
✓ The Baldwin Times

Publication Date(s):
May 16 & 23, 2014

Cost: Words/inches x Rate:
97.5" @ $10.00 per = $975 x 2

Total $ $1950.00

Jeniece Bouzan
Ad Representative

Bill to:
BC Planning

Type of ad:

PO #

For Office Use Only:

Account #

Receipt #

____ Check #

____ Credit Card

____ Paid

____ Cash

____ Unpaid

RECEIVED
MAY 29 2014
DG Hart

STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 commission 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 law, 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 released 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 so 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 8, 2007, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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:
County Administrator

By: Charles F. Gruber
Its: Chairman

MUNICIPALITY:
TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST:
Karen S. Biel
Town Clerk

By: Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: Mike Costigan
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, ____, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVINA Z. BREWER, 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 25th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: ____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BIEL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of FEBRUARY, 2014.

Heidy Colley Bell
Notary Public, Baldwin County, Alabama
My Commission Expires: ____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 19th day of FEBRUARY, 2014.

Heidy Colley Bell
Notary Public, Baldwin County, Alabama
My Commission Expires: ____

1/21/2014 Item G01

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2013-08

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August, 2013.

Kenneth D. Underwood – Mayor

ATTEST:
Karen S. Biel – Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

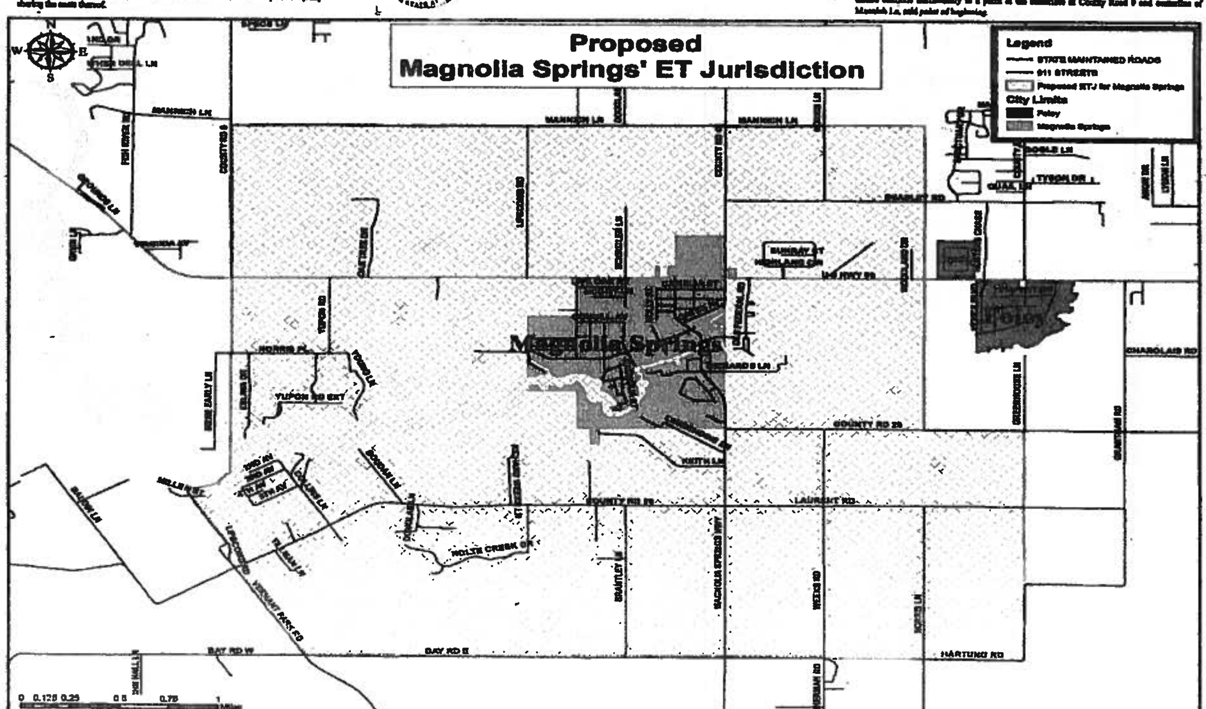
Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 15th day of April 2014.

Mike Costigan – Chairman

ATTEST:
Karen S. Biel – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding eastwardly along the centerline Mannich Lane, continuing eastwardly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southwardly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing eastwardly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southwardly on an imaginary line, through the centerline of Hartung Rd, to a center point at the centerline of Hartung Rd and Bay Water Rd; thence continuing westwardly along Hartung Rd and westwardly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwestwardly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing westwardly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.



May 16, 2014

STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION, THE TOWN OF MAGNOLIA SPRINGS AND THE PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS 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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), desire to enter into an agreement concerning the area 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 commission 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 law, 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 subdividing 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 so 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 5, 2001, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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:
[signature]
County Administrator

By: [signature] Charles F. Gruber
Its: Chairman

MUNICIPALITY:

TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST:
[signature] Karen S. Bell
Town Clerk

By: [signature] Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: [signature] Mike Costigan
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, [signature], a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. Z. BREWER, 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 corporation on the day the same bears date.

Given under my hand and seal this the 25th day of February, 2014.

[signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: ____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BELL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of February, 2014.

[signature] Heidy Colley Bell
Notary Public, Baldwin County, Alabama
My Commission Expires: [illegible]

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 19th day of February, 2014.

[signature] Heidy Colley Bell
Notary Public, Baldwin County, Alabama
My Commission Expires: [illegible]

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2013-08

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August, 2013.

[signature]
Kenneth D. Underwood – Mayor

ATTEST:
[signature]
Karen S. Bell – Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

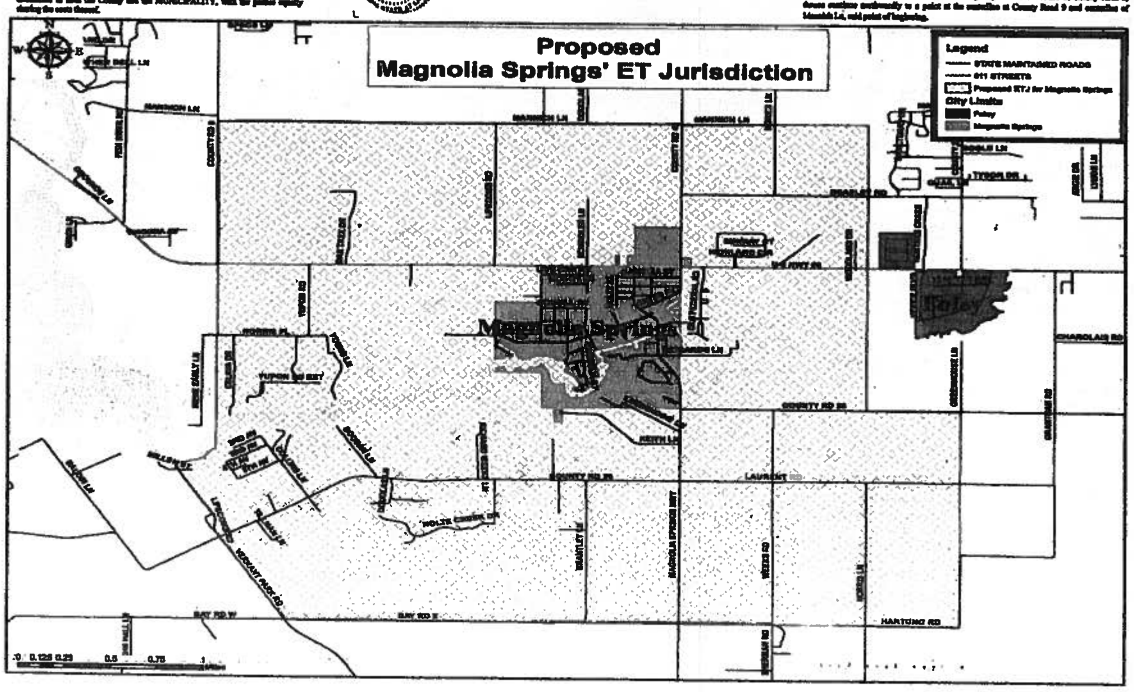
Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 15th day of April 2014.

[signature]
Mike Costigan – Chairman

ATTEST:
[signature]
Karen S. Bell – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding westerly along the centerline Mannich Lane, continuing westerly along an imaginary line upon the end of Mannich Lane to the east line of township [illegible] of Baldwin County; thence proceeding southwardly along the east line of [illegible]; continuing along the east line of [illegible] to the center line of [illegible] and West Michigan Ave. Thence continuing westerly to the center point of West Michigan Avenue and the central point of [illegible]; thence continuing southwardly on an imaginary line, through the centerline of Hartung Rd, to a corner point at the centerline of Hartung Rd and Bay Waters Rd; thence continuing westerly along Hartung Rd and westerly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwestwardly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing eastwardly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.



STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 commission 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 law, 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 8, 2007, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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:
David A. Z. Brewer
County Administrator

By: Charles F. Gruber
Its: Chairman

MUNICIPALITY:

TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST:
Karen S. Bell
Town Clerk

By: Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: Mike Cowgill
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, ________, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. Z. BREWER, 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 25th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: ________

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BELL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: ________

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that MIKE COWGILL, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 18th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: ________

TOWN OF
MAGNOLIA SPRINGS

RESOLUTION NO. 2013-08

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August 2013.

Kenneth D. Underwood – Mayor

ATTEST:
Karen S. Bell – Town Clerk

TOWN OF
MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

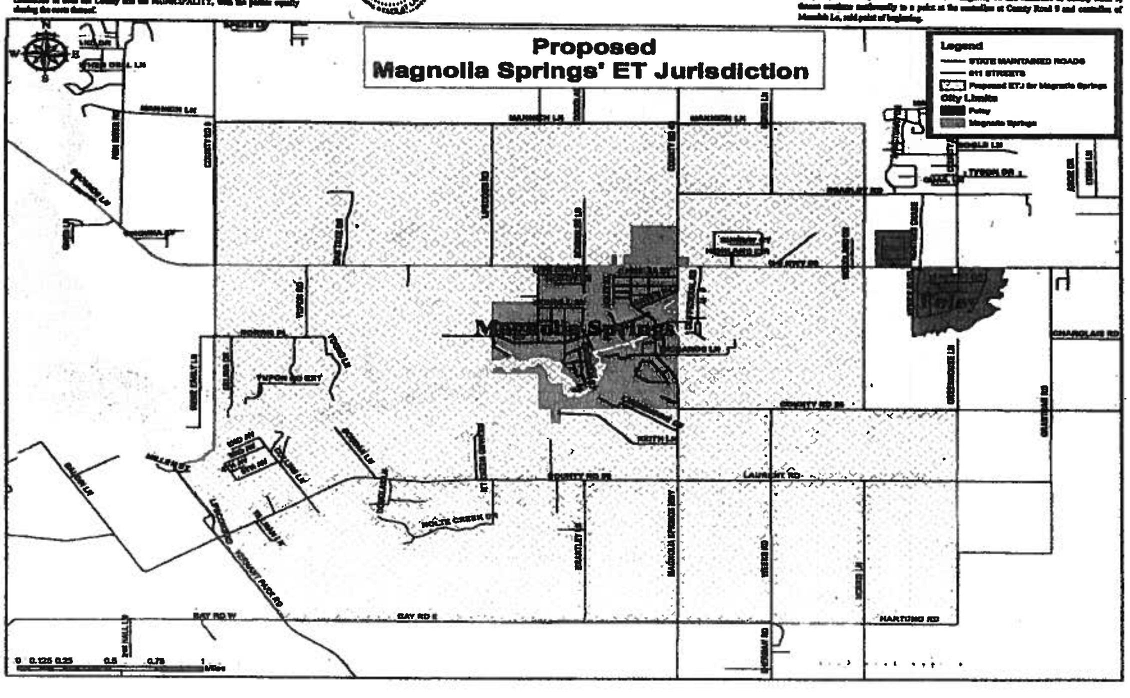
Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 10th day of April 2014.

Mike Cowgill – Chairman

ATTEST:
Karen S. Bell – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding easterly along the centerline Mannich Lane, continuing easterly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southerly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing easterly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southerly on an imaginary line, through the centerline of Hartung Rd, to a corner point at the centerline of Hartung Rd and Bay Waters Rd; thence continuing westerly along Hartung Rd and westerly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwesterly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing easterly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline of County Road 9 and centerline of Mannich Ln, said point of beginning.



STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 commission 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 law, 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 rescinded 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 may 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 8, 2007, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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:

David A. Brewer, County Administrator

By: Charles F. Gruber
Its: Chairman

MUNICIPALITY:

TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST:

Karen S. Bell, Town Clerk

By: Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: Mike Costigan
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Jennie M. Boykin, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVIDA A. Z. BREWER, 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 25th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: ____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BELL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of FEBRUARY, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: ____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 18th day of FEBRUARY, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: ____

1/21/2014 Item GG1

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2013-08

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August 2013.

Kenneth D. Underwood – Mayor

ATTEST:

Karen S. Bell – Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

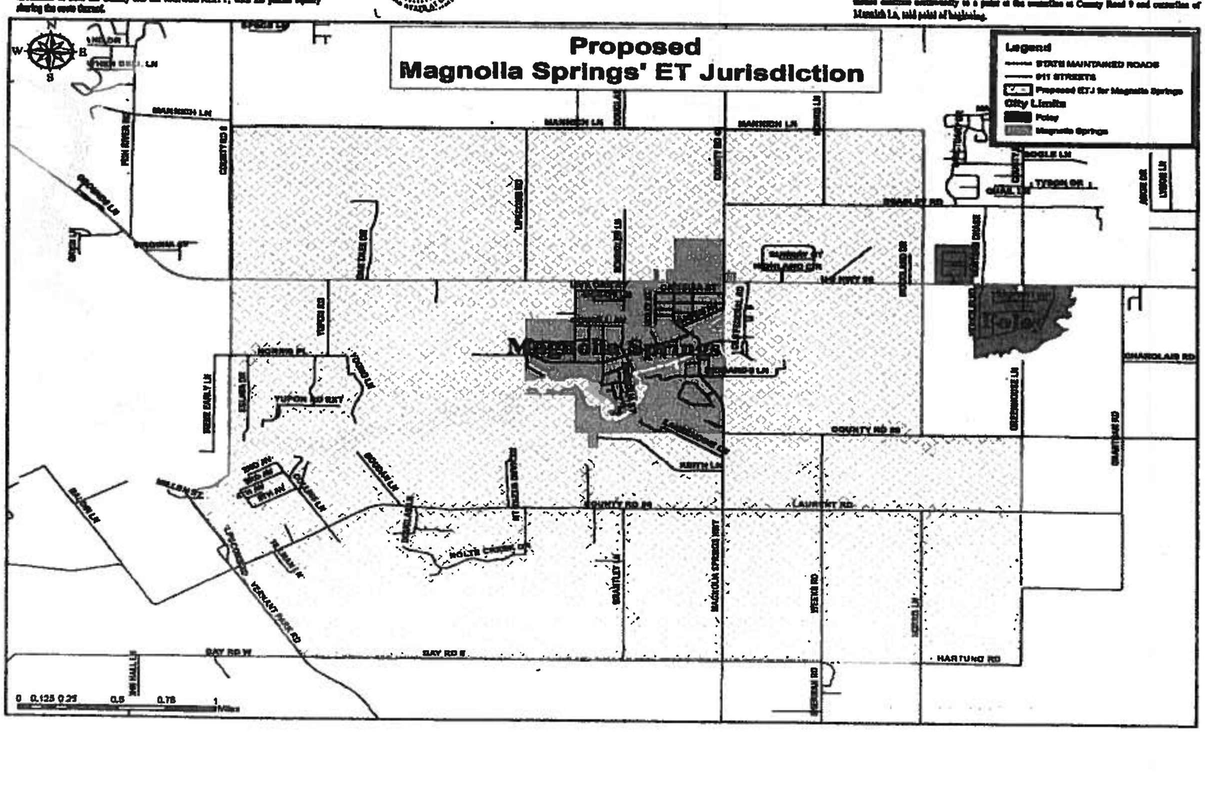
Approved and Adopted this the 10th day of April 2014.

Mike Costigan – Chairman

ATTEST:

Karen S. Bell – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding westwardly along the centerline Mannich Lane, continuing westwardly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southwardly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing eastwardly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southwardly on an imaginary line, through the centerline of Hartung Rd, to a center point at the centerline of Hartung Rd and Roy Watson Rd; thence continuing westwardly along Hartung Rd and westwardly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwestwardly along Lipscomb Rd to a point on the northern shoreline of the Magnolia River; thence continuing eastwardly along the northern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.



STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 law, 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 5, 2002, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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

ATTEST:
David A. Z. Brewer
County Administrator

COMMISSION:
BALDWIN COUNTY COMMISSION
By: Charles F. Gruber
Its: Chairman

ATTEST:
Karen S. Bell
Town Clerk

MUNICIPALITY:
TOWN OF MAGNOLIA SPRINGS, ALABAMA
By: Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
By: Mike Costigan
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Jeannie M. Bond, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. Z. BREWER, 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 25th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BELL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 19th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires:

1/21/2014 Item G01

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2013-08

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August, 2013.

Kenneth D. Underwood – Mayor

ATTEST:
Karen S. Bell – Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

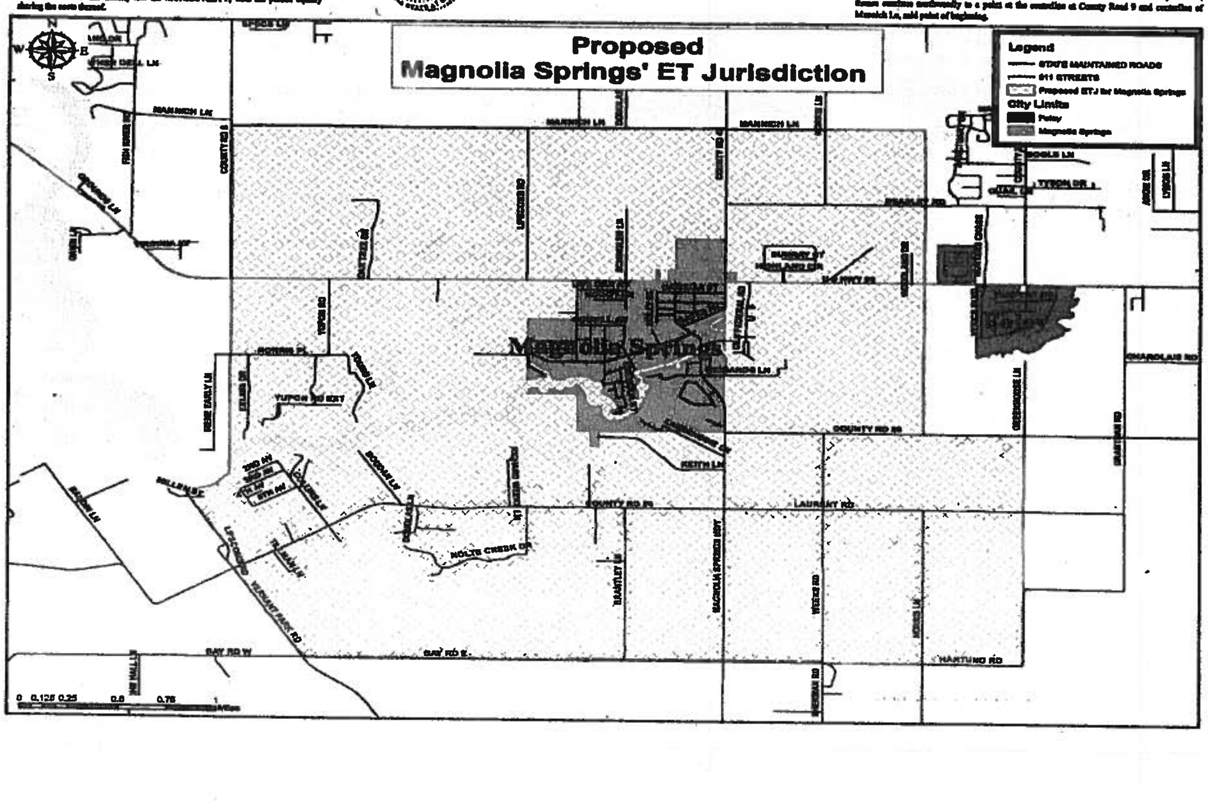
Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 10th day of April 2014.

Mike Costigan – Chairman

ATTEST:
Karen S. Bell – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding easterly along the centerline Mannich Lane, continuing easterly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southerly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing easterly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southerly on an imaginary line, through the centerline of Hartung Rd, to a center point at the centerline of Hartung Rd and Roy Watson Rd; thence continuing westerly along Hartung Rd and westerly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwesterly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing easterly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northerly to the northern shore of the Magnolia River; thence continuing northerly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northerly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.



STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 law, 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 8, 2007, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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: [signature]
Davida Z. Brewer
County Administrator

By: [signature] Charles F. Gruber
Its: Chairman

MUNICIPALITY:
TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST: [signature]
Karen S. Biel
Town Clerk

By: [signature] Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: [signature] Mike Costigan
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, [handwritten name], a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVIDA Z. BREWER, 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 25th day of February, 2014.

[signature]
Notary Public, Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA
COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BIEL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of FEBRUARY, 2014.

[signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 5/27/15

STATE OF ALABAMA
COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 19th day of FEBRUARY, 2014.

[signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 5/27/15

1/21/2014 Item GB1

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2013-08

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August, 2013.

[signature]
Kenneth D. Underwood – Mayor

ATTEST:
[signature]
Karen S. Biel – Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

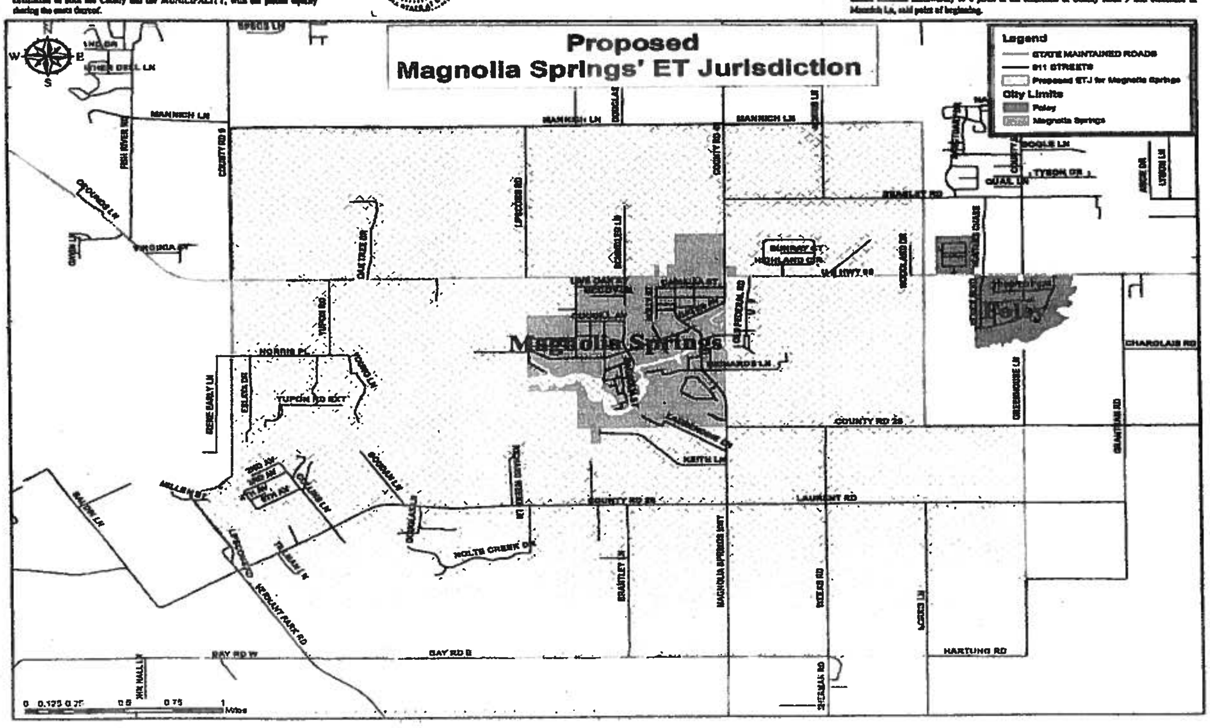
Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 15th day of April 2014.

[signature]
Mike Costigan – Chairman

ATTEST:
[signature]
Karen S. Biel – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding eastwardly along the centerline Mannich Lane, continuing eastwardly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southwardly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing eastwardly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southwardly on an imaginary line, through the centerline of Hartung Rd, to a center point at the centerline of Hartung Rd and Roy Waters Rd; thence continuing westwardly along Hartung Rd and westwardly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwestwardly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing eastwardly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.



STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 commission 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 law, 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 in 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 8, 2007, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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:
David A. Z. Brewer
County Administrator

By: Charles F. Gruber
Its: Chairman

MUNICIPALITY:

TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST:
Karen S. Biel
Town Clerk

By: Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: Mike Costigan
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, ____________, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. Z. BREWER, 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 25th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BIEL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 19th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires:

1/21/2014 Item GB1

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2013-08

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August, 2013.

Kenneth D. Underwood – Mayor

ATTEST:
Karen S. Biel – Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

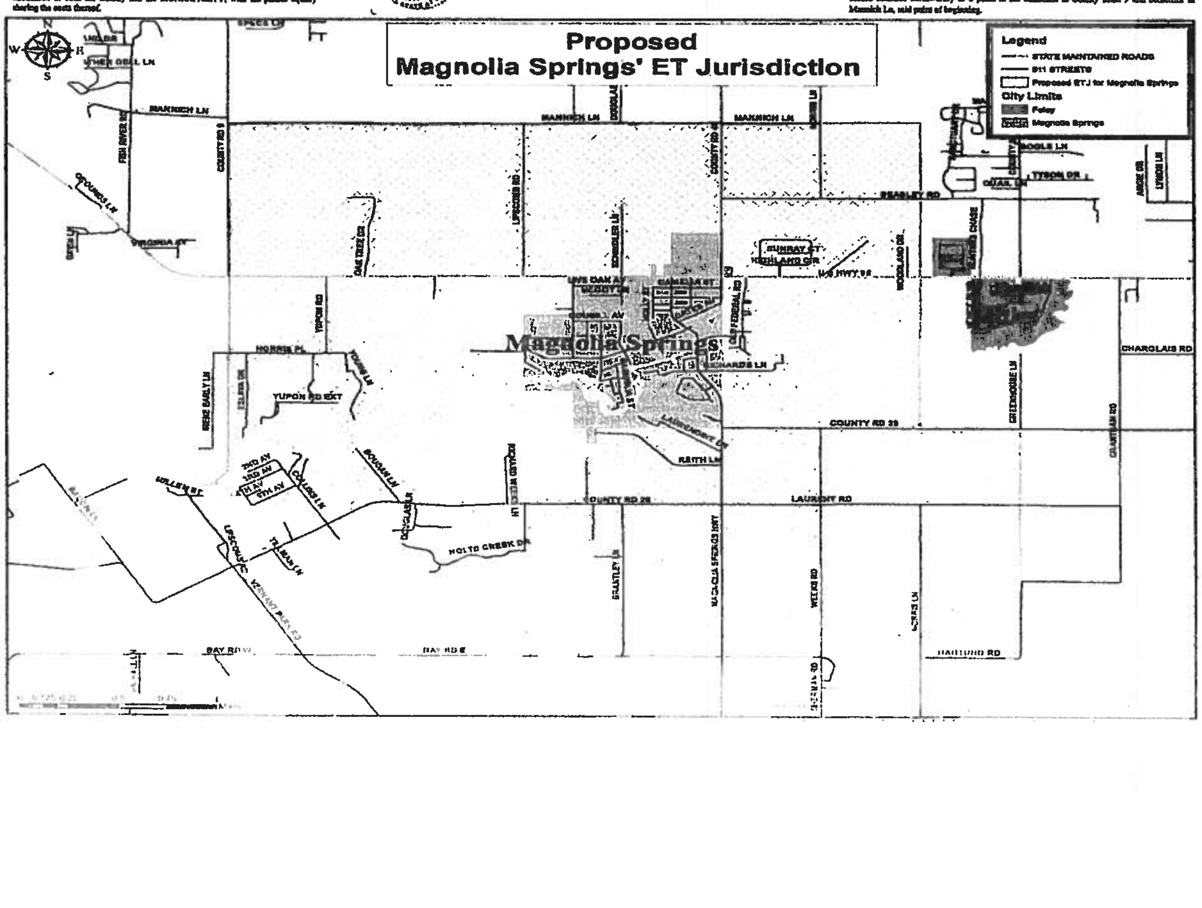
Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 10th day of April 2014.

Mike Costigan – Chairman

ATTEST:
Karen S. Biel – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding eastwardly along the centerline Mannich Lane, continuing eastwardly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southwardly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing eastwardly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southwardly on an imaginary line, through the centerline of Hartung Rd, to a center point at the centerline of Hartung Rd and Roy Waters Rd; thence continuing westwardly along Hartung Rd and westwardly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwestwardly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing eastwardly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.



STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-042

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 law, 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 so 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 8, 2007, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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:

David A. Z. Brewer
County Administrator

By: Charles F. Gruber
Its: Chairman

MUNICIPALITY:

TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST:

Karen S. Biel
Town Clerk

By: Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: Mike Costigan
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Jeannie M. Bonifay, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. Z. BREWER, 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 25th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: MAR 14, 2017

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BIEL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 1/27/15

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 19th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 1/27/15

1/21/2014 Item GB1

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2013-03

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August 2013.

Kenneth D. Underwood – Mayor

ATTEST:

Karen S. Biel – Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

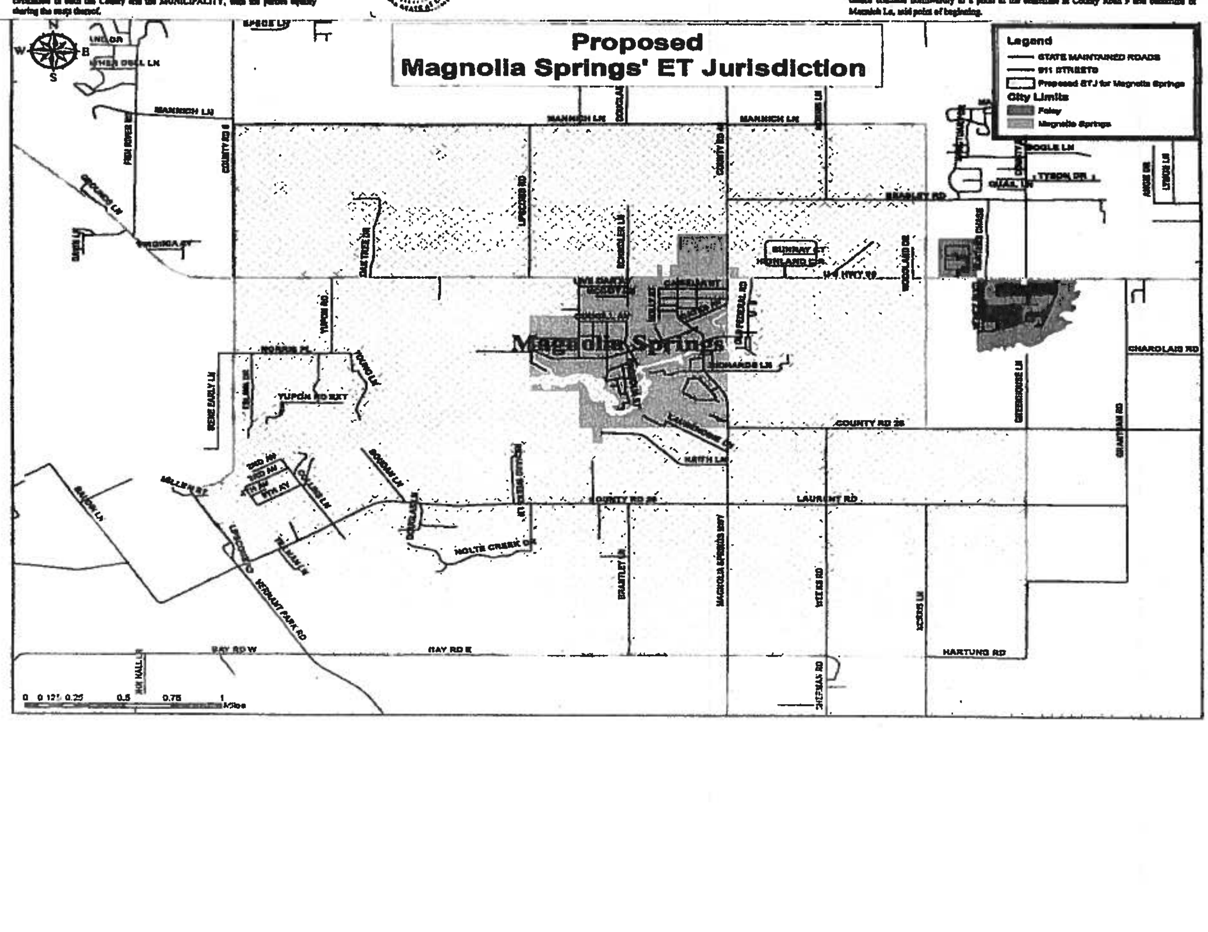
Approved and Adopted this the 10th day of April 2014.

Mike Costigon – Chairman

ATTEST:

Karen S. Biel – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding eastwardly along the centerline Mannich Lane, continuing eastwardly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southwardly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing eastwardly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southwardly on an imaginary line, through the centerline of Hartung Rd, to a center point at the centerline of Hartung Rd and Roy Waters Rd; thence continuing westwardly along Hartung Rd and westwardly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwestwardly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing eastwardly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.



STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 law, 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 8, 2007, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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: [signature]
David A. Z. Brewer
County Administrator

By: [signature] Charles F. Gruber
Its: Chairman

MUNICIPALITY:
TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST: [signature]
Karen S. Biel
Town Clerk

By: [signature] Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: [signature] Mike Costigan
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, [handwritten name], a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVIDA. Z. BREWER, 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 25th day of February, 2014.

[signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: [stamp] MAR 14, 2017

STATE OF ALABAMA
COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BIEL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of FEBRUARY, 2014.

[signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 1/27/15

STATE OF ALABAMA
COUNTY OF BALDWIN

I, HEIDY COLLEY BELL, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 19th day of FEBRUARY, 2014.

[signature]
Notary Public, Baldwin County, Alabama
My Commission Expires: My Commission Expires 1/27/15

1/21/2014 Item 081

TOWN OF
MAGNOLIA SPRINGS

RESOLUTION NO. 2013-03

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August, 2013.

[signature]
Kenneth D. Underwood – Mayor

ATTEST: [signature]
Karen S. Biel – Town Clerk

TOWN OF
MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

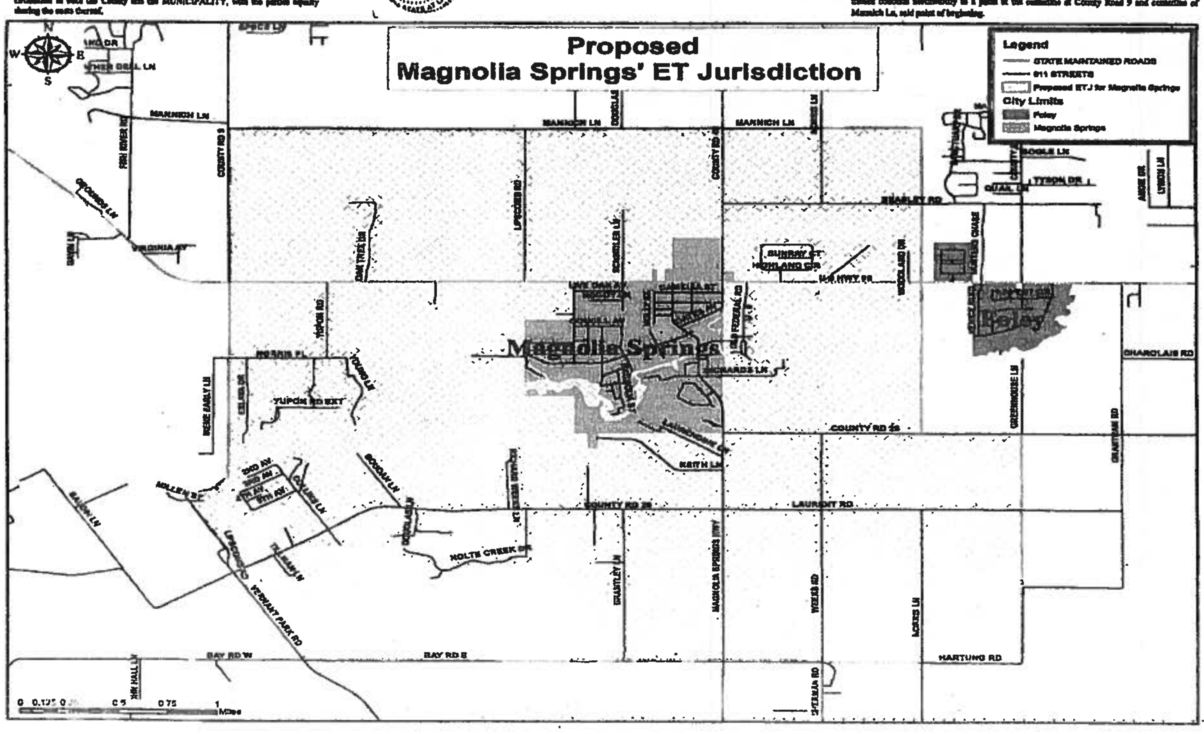
Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 19th day of April 2014.

[signature]
Mike Costigan – Chairman

ATTEST: [signature]
Karen S. Biel – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding eastwardly along the centerline Mannich Lane, continuing eastwardly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southwardly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing eastwardly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southwardly on an imaginary line, through the centerline of Hartung Rd, to a center point at the centerline of Hartung Rd and Roy Waters Rd; thence continuing westwardly along Hartung Rd and westwardly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwestwardly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing eastwardly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.



STATE OF ALABAMA
COUNTY OF BALDWIN

RESOLUTION # 2014-041

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF MAGNOLIA SPRINGS
AND THE
PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS
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 TOWN OF MAGNOLIA SPRINGS, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS (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 commission 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 law, 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 the Agreement entered into between the COMMISSION and the Town of Magnolia Springs, dated March 8, 2007, and styled "Agreement Between the Baldwin County Commission and the Town of Magnolia Springs 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:
David A. Z. Brewer
County Administrator

By: Charles F. Gruber
Its: Chairman

MUNICIPALITY:

TOWN OF MAGNOLIA SPRINGS, ALABAMA

ATTEST:
Karen S. Biel
Town Clerk

By: Kenneth D. Underwood
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS

By: Mike Costigan
Its: Chairman

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Jeannie M. Bonifay, a Notary Public in and for said County in said State, hereby certify that CHARLES F. GRUBER, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. Z. BREWER, 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 25th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that KENNETH D. UNDERWOOD, whose name as Mayor of the TOWN OF MAGNOLIA SPRINGS, ALABAMA, and KAREN S. BIEL, whose name as Town Clerk of the TOWN OF MAGNOLIA SPRINGS, 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 18th day of February, 2014.

Notary Public/Baldwin County, Alabama
My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Heidy Colley Bell, a Notary Public in and for said County in said State, hereby certify that MIKE COSTIGAN, whose name as Chairman of the PLANNING COMMISSION OF THE TOWN OF MAGNOLIA SPRINGS, 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 19th day of February, 2014.

Notary Public, Baldwin County, Alabama
My Commission Expires:

1/21/2014 Item GB1

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2013-08

AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, as follows:

Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Town of Magnolia Springs.

Section 2: The Town hereby authorizes the Mayor to enter into the ETJ Agreement attached hereto as Exhibit "A".

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 27th day of August, 2013.

Kenneth D. Underwood – Mayor

ATTEST:
Karen S. Biel – Town Clerk

TOWN OF MAGNOLIA SPRINGS

RESOLUTION NO. 2014-01

AUTHORIZING THE PLANNING COMMISSION CHAIRMAN TO ENTER INTO AN EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT WITH THE BALDWIN COUNTY COMMISSION

WHEREAS, the Magnolia Springs Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the Town's corporate limits (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the Town's corporate limits, and

WHEREAS, pursuant to Section 11-52-30 of the Code of Alabama (1975), Baldwin County, the Magnolia Springs Planning Commission and the Town of Magnolia Springs desire to enter into an ETJ agreement that amends the Town of Magnolia Springs Planning Commission's ETJ.

NOW THEREFORE, BE IT RESOLVED by the Magnolia Springs Planning Commission of the Town of Magnolia Springs, Alabama, as follows:

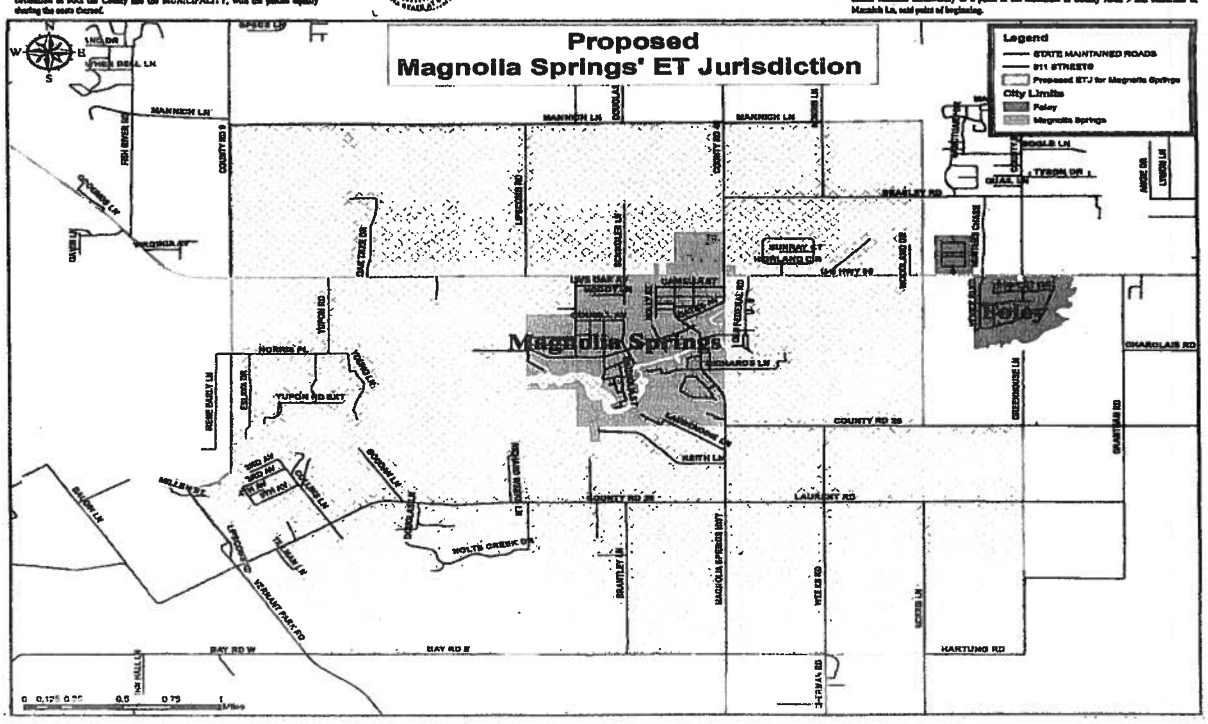
Section 1: The ETJ Agreement attached hereto as Exhibit "A" is approved by the Magnolia Springs Planning Commission.

Section 2: The Planning Commission hereby authorizes the Chairman to enter into the ETJ Agreement with the Baldwin County Commission.

Section 3: This Resolution shall become effective immediately upon its adoption as required by law.

Approved and Adopted this the 10th day of April 2014.

Mike Costigan – Chairman

ATTEST:
Karen S. Biel – Secretary

Beginning at a point on the centerline of County Road 9 and the centerline of Mannich Lane, said point being point of beginning. Thence proceeding eastwardly along the centerline Mannich Lane, continuing eastwardly along an imaginary line upon the end of Mannich Lane to the east line of township S22 T7S R3E of Baldwin County; thence proceeding southwardly along the east line of S22 T7S R3E; continuing along the east line of S27 T7S R3E to the center line of S35 T7S R3E and West Michigan Ave. Thence continuing eastwardly to the center point of West Michigan Avenue and the central point of S35 T7S R3E; thence continuing southwardly on an imaginary line, through the centerline of Hartung Rd, to a center point at the centerline of Hartung Rd and Roy Waters Rd; thence continuing westwardly along Hartung Rd and westwardly along Bay Rd E to the centerline of Bay Rd E and Lipscomb Rd. Thence continuing northwestwardly along Lipscomb Rd to a point on the southern shoreline of the Magnolia River; thence continuing eastwardly along the southern shore of the Magnolia River to the intersection of the imaginary line extending south from the centerline of County Road 9, then continue along an imaginary line northwardly to the northern shore of the Magnolia River; thence continuing northwardly along imaginary line to a point on the centerline of Highway 98 and centerline of County Road 9; thence continue northwardly to a point at the centerline at County Road 9 and centerline of Mannich Ln, said point of beginning.