



## 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

August 5, 2014

The Honorable John Koniar  
Mayor  
City of Foley  
Post Office Box 1750  
Foley, Alabama 36536  
ATTN: Vicky Southern

**RE: New Extraterritorial Jurisdiction Agreement Between the Baldwin County Commission, the City of Foley and the Planning Commission of the City of Foley**

Dear Mayor Koniar:

Enclosed is a **fully executed recorded copy** of the *Extraterritorial Jurisdiction Agreement (Resolution #2013-073)*, approved during the May 21, 2013, Baldwin County Commission meeting, between the Commission, the City of Foley and the Planning Commission of the City of Foley.

If you have any questions or need further assistance, please do not hesitate to contact Vince Jackson, Planning Director, at (251) 580-1655, Extension 7238.

Sincerely,

ANU GARY, Records Manager  
Baldwin County Commission

AG/met Item BL1

cc: Vince Jackson  
Cal Markert  
David Brewer

ENCLOSURE

STATE OF ALABAMA  
COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA  
TIM RUSSELL PROBATE JUDGE  
Filed/cert. 8/ 1/2014 2:23 PM  
TOTAL \$ 0.00  
51 Pages

1470151

RESOLUTION # 2013-073



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

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY (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 City of Foley, dated September 19, 1995, and styled "Amended Resolution for 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

By: Tucker Dorsey  
Its: Chairman

MUNICIPALITY:

CITY OF FOLEY, ALABAMA

By: John E. Koniar  
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE  
CITY OF FOLEY

By: David A. Horton  
Its: Chairman ROGERICK BURKIE

ATTEST:

David A. Z. Brewer  
County Administrator

ATTEST:

Victoria Southern  
By: Michael L. Thompson  
Its: City Administrator CLERK  
VICKEY Southern

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said County in said State, hereby certify that TUCKER DORSEY, 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 23<sup>rd</sup> day of July, 2013.

Keri Green

Notary Public, Baldwin County, Alabama

My Commission Expires: My Commission Expires 11/23/2015

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Brenda W. Shambo, a Notary Public in and for said County in said State, hereby certify that JOHN E. KONIAR, whose name as Mayor of the CITY OF FOLEY, ALABAMA, and MICHAEL L. THOMPSON, whose name as City Administrator of the CITY OF FOLEY, 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 3<sup>rd</sup> day of July, 2013.

Brenda W. Shambo

Notary Public, Baldwin County, Alabama

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 18, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF BALDWIN

I, MIRIAM BOUTWELL, a Notary Public in and for said County in said State, hereby certify that DAVID A. HORTON, whose name as ROBERTCK BUCKLE Chairman of the PLANNING COMMISSION OF THE CITY OF FOLEY, 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.

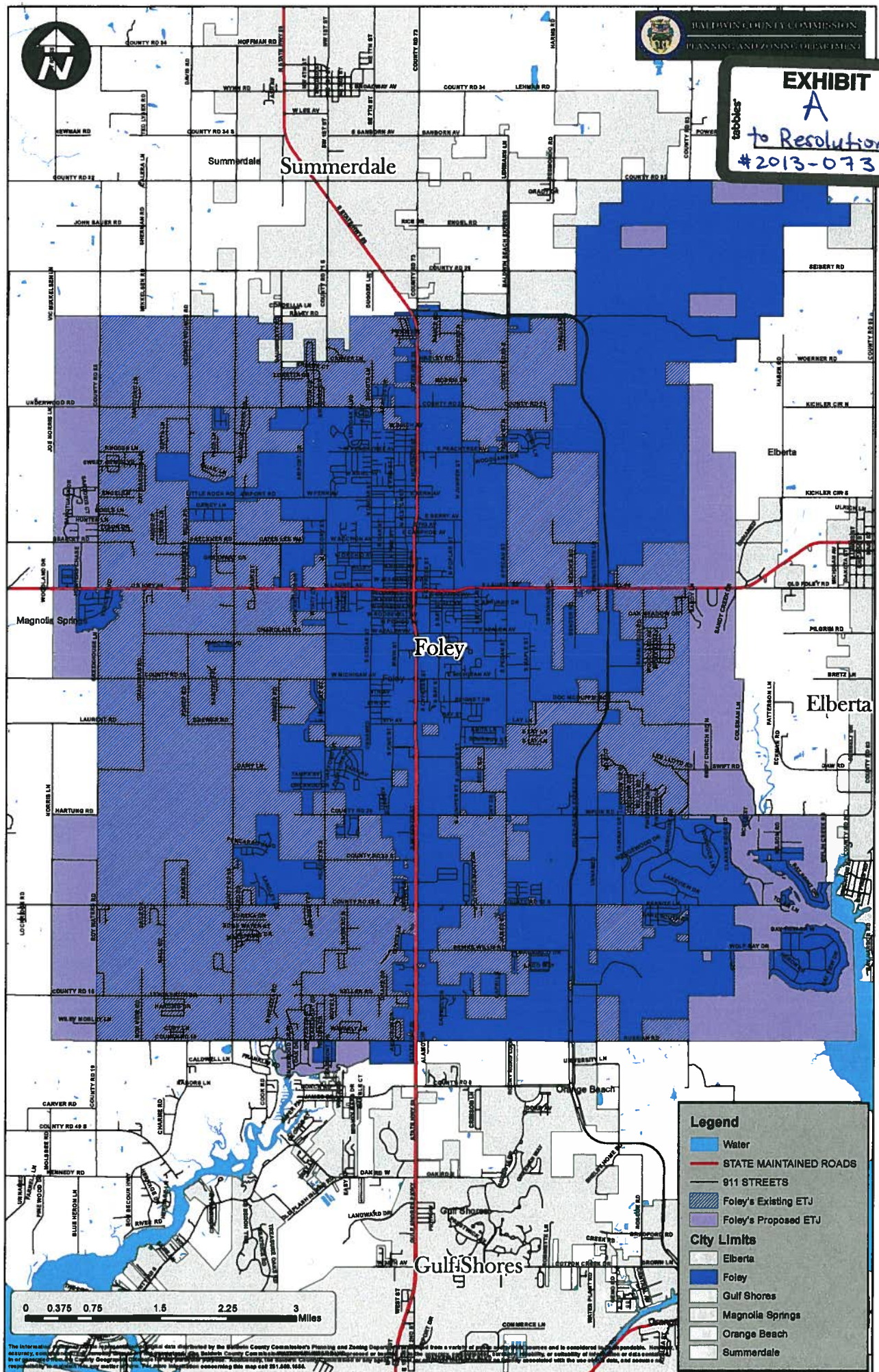
Given under my hand and seal this 17 day of July 2013.

Miriam Boutwell  
Notary Public, Baldwin County, Alabama

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 11, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS







## Exhibit "B" Proposed 2013 ETJ Area: Legal Description

Commencing at the Northwest corner of the Southwest Quarter of Section 11, Township 7 South, Range 3 East, Baldwin County, Alabama, which also serves as the Point of Beginning; thence South along the Western boundary of said Section 11 for approximately half a mile to the Northwest corner of Section 14, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 14 along the center of an unused right-of-way for approximately half a mile and along the center of the right-of-way of Joe Norris Lane for approximately half a mile to the Northwest corner of Section 23, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 23 along the center of an unused right-of-way for approximately 1 mile to the Northwest corner of Section 26, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 26 along the center of an unused right-of-way for approximately 1 mile to the Northwest corner of Section 35, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 35 along the center of an unused right-of-way for approximately half a mile to a point in the right-of-way of County Road 26, said point also being the Northwest corner of the Southwest Quarter of said Section 35; thence East along the center of the right-of-way of County Road 26 following the Northern boundary of the Southwest Quarter of said Section 35 for approximately half a mile to a point on the center of the right-of-way of Greenhouse Lane, said point also being the Northeast corner of the Southwest Quarter of said Section 35; thence South along the Eastern boundary of the Southwest Quarter of said Section 35 along an unused right-of-way for approximately half a mile to a point on the center of the right-of-way of Laurent Road and the Northwest corner of the Northeast Quarter of Section 2, Township 8 South, Range 3 East; thence continue South along the Western boundary of the East Half of said Section 2 for approximately half a mile and continuing South along the center of the right-of-way of Hartung Road for approximately half a mile to the Northwest corner of the Northeast Quarter of Section 11, Township 8 South, Range 3 East; thence West along the center of the right-of-way of Hartung Road and along the Northern boundary of said Section 11 for approximately half a mile to the Northwest corner of said Section 11; thence South along the center of the right-of-way of Norris Lane and the Western boundary of said Section 11 for approximately 1 mile to the Northwest corner of Section 14, Township 8 South, Range 3 East; thence continue South along the center of the right-of-way of Norris Lane and along the Western boundary of said Section 14 for approximately 1 mile to the Northwest corner of Fractional Section 23, Township 8 South, Range 3 East; thence continue South along the Western boundary of said Fractional Section 23 approximately half a mile to a point defining the North half of said Fractional Section 23; thence East approximately a quarter-mile to a point on the Western boundary of Fractional Section 38, Township 8 South, Range 3 East; thence South along the Western boundary of said Section 38 approximately 63 feet to a point; thence East approximately a quarter-mile to a point on the Western right-of-way of County Road 19; thence continue East along the center of the right-of-way of County Road 10 approximately 2,700 feet to a point on the Western boundary of Fractional Section 39, Township 8 South, Range 3 East; thence continue East along the center of the right-of-way of County Road 10 approximately a quarter-mile to a point on the Western

Fractional Section 24, Township 8 South, Range 3 East; thence continue East along the center of the right-of-way of County Road 10 approximately 4,010 feet to a point on the Western boundary of Fractional Section 39, Township 8 South, Range 4 East; thence continue East approximately 3,082 feet to a point in the Bon Secour River; thence in an overall Southeasterly direction along the meandering path of the Bon Secour River to its point of intersection with the Boggy Branch tributary, thence continuing generally Easterly along the meandering path of Boggy Branch for a total distance of approximately 1.8 miles to a point on the Western boundary of the Southeast Quarter of Fractional Section 20, Township 8 South, Range 4 East; thence South along said Western boundary approximately 250 feet to a point that defines the North Half of said Southeast Quarter of Fractional Section 20; thence East along the Southern boundary of said North Half of the Southeast Quarter of Fractional Section 20 approximately half a mile to a point on the Western boundary of Section 21, Township 8 South, Range 4 East; thence North along said Western boundary of Section 21 approximately a quarter-mile to the Northwest corner of the Southwest Quarter of said Section 21; thence East along the Southern boundary of the North Half of said Section 21 approximately 1 mile to a point on the Western boundary of Section 22, Township 8 South, Range 4 East; thence continue East along the Southern boundary of the North Half of said Section 22 approximately 1 mile to a point on the Western boundary of Section 23, Township 8 South, Range 4 East; thence continue East along the center of the right-of-way of Russian Road and along the Southern boundary of the North Half of said Section 23 approximately 1 mile to a point on the Western boundary of Section 24, Township 8 South, Range 4 East; thence continue East along the Southern boundary of the North Half of said Section 24 approximately 1 mile to a point on the Western boundary of Section 19, Township 8 South, Range 5 East; thence continue East along the Southern boundary of the North Half of said Section 19 approximately 4,500 feet to a point lying in Wolf Bay; thence North approximately 1.2 miles to a point; thence Northwest approximately .3 miles to a point; thence North approximately .4 miles to the Northwest corner of Parcel 05-62-03-07-0-001-023.095, said point having Alabama West State Plane Coordinates of 87° 36' 20" W, 30° 21' 33" N and lying in Section 7, Township 8 South, Range 5 East; thence West along the Northern edge of said Parcel 05-62-03-07-0-001-023.095 approximately 300 feet to a point; thence North along the Eastern edge of the West half of said Section 7 along the Eastern boundary of Parcel 05-62-03-07-0-001-022.013 and along the Western right-of-way of Miflin Creek Road approximately three-fourths of a mile to a point on the Northern boundary of said Section 7 and the center of the right-of-way of Miflin Road; thence West along the Northern boundary of said Section 7 and along the center of the right-of-way of Miflin Road approximately half a mile to the Southeast corner of Section 1, Township 8 South, Range 4 East; thence continue West along the Southern boundary of said Section 1 along the center of the right-of-way of Miflin Road approximately 1,530 feet to a point on the center of the right-of-way of Coleman Lane; thence Northwesterly along the meandering centerline of Coleman Lane approximately 1.05 miles to a point on the Southern boundary of Section 36, Township 7 South, Range 4 East; thence North along the centerline of Coleman Lane approximately half a mile to a point at the Northeastern corner of Parcel 05-54-07-36-0-000-001.032; thence West along said parcel approximately 550 feet to a point on the Southeast corner of the Northwest Quarter of Section 36, Township 7 South, Range 4 East; thence North

along the Eastern boundary of said Northwest Quarter of Section 36 and along an unused right-of-way approximately half a mile to a point on the Southern boundary of Section 25, Township 7 South, Range 4 East; thence continue North along the Eastern boundary of the West Half of said Section 25 approximately 1 mile to a point on the Southern boundary of Section 24, Township 7 South, Range 4 East; thence continue North along the Eastern boundary of the West Half of said Section 24 approximately 1 mile to a point on the Southern boundary of Section 13, Township 7 South, Range 4 East; thence West along the Southern boundary of said Section 13 approximately 1,365 feet to a point; thence North approximately 3,998 feet to a point; thence West approximately 1,375 feet to a point on the Western boundary of said Section 13; thence North along said Western boundary approximately 1,325 feet to the Southwest corner of Section 12, Township 7 South, Range 4 East; thence East along the Southern boundary of said Section 12 approximately 2,771 feet to the Southeast corner of the West Half of said Section 12; thence North along the Eastern boundary of the West Half of said Section 12 approximately a quarter-mile to a point on the center of the right-of-way of Woerner Road; thence East along the centerline of Woerner Road approximately a quarter-mile to a point where the right-of-way turns South; thence North approximately a quarter-mile to a point; thence East approximately a quarter-mile to a point on the Eastern boundary of said Section 12; thence North along the Eastern boundary of said Section 12 approximately half a mile to the Southwest corner of Section 6, Township 7 South, Range 5 East; thence continue North along the Western boundary of said Section 6 approximately half a mile to the Southwest corner of the Northwest Quarter of said Section 6; thence East along the Southern boundary of the North Half of said Section 6 approximately three-fourths of a mile to a point; thence North approximately a quarter-mile to a point; thence West approximately a quarter-mile to a point; thence North approximately a quarter-mile to a point on the Northern boundary of said Section 6 and on the center of the right-of-way of County Road 32; thence West along said Northern boundary of Section 6 and the center of the right-of-way of County Road 32 approximately half a mile to the Northeast corner of Section 1, Township 7 South, Range 4 East; thence continue West along said Northern boundary of said Section 1 and the center of the right-of-way of County Road 32 approximately 1 mile to the Northeast corner of Section 2, Township 7 South, Range 4 East; thence continue West along said Northern boundary of said Section 2 and the center of the right-of-way of County Road 32 approximately three-quarters of a mile to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South approximately a quarter-mile to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence West approximately a quarter-mile to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South along the Western boundary of said Section 2 approximately a quarter-mile to the Northeast corner of the Southeast Quarter of Section 3, Township 7 South, Range 4 East; thence West along the Northern boundary of the Southeast Quarter of said Section 3 approximately a quarter-mile to a point; thence South along the Western boundary of the East Half of the Southeast Quarter of said Section 3 to a point on the Northern boundary of Section 10, Township 7 South, Range 4 East; thence continue South along the Western boundary of the East Half of the Northeast Quarter of said Section 10 to a point on an unused right-of-way; thence West approximately 150 feet to the Northern boundary of the Foley-Beach

Express right-of-way; thence Northwesterly along said Northern boundary of the Foley-Beach Express right-of-way approximately three-fourths of a mile to a point on the Eastern boundary of Section 9, Township 7 South, Range 4 East; thence continue Northwesterly along said Northern boundary of the Foley-Beach Express right-of-way approximately half a mile to a point on the Western boundary of the East Half of said Section 9; thence West along said Northern boundary of the Foley-Beach Express right-of-way approximately a quarter-mile to a point; thence North approximately 250 feet to a point; thence West approximately a quarter-mile to a point on the Eastern right-of-way of County Road 73; thence South along the Eastern right-of-way of County Road 73 approximately 200 feet to a point; thence East approximately 645 feet to a point; thence South approximately 50 feet to a point on the Northern right-of-way of the Foley-Beach Express; thence West along the Northern right-of-way of the Foley-Beach Express approximately 670 feet to a point on the Eastern boundary of Section 8, Township 7 South, Range 4 East; thence continue West along the Northern right-of-way of the Foley-Beach Express to a point on the right-of-way of State Highway 59; thence Southeasterly along the center of the right-of-way of said State Highway 59 approximately 115 feet to a point; thence Southwesterly approximately 65 feet to a point on the Western right-of-way of said State Highway 59; thence West approximately 890 feet to a point; thence South approximately 215 feet to a point on the Southern boundary of an unused right-of-way; thence West approximately half a mile to the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence South approximately 1,900 feet to a point; thence West approximately 330 feet to a point; thence North approximately 660 feet to a point; thence West approximately 1,000 feet to a point on the Eastern boundary of Section 7, Township 7 South, Range 4 East; thence South along the Eastern boundary of said Section 7 approximately a quarter-mile to the Southwest corner of said Section 7; thence West along the Southern boundary of said Section 7 approximately 650 feet to a point on the East side of Woodmont Subdivision; thence North approximately a quarter-mile to a point; thence West approximately 675 feet to a point; thence South approximately a quarter-mile to a point on the Southern boundary of said Section 7 and the Western side of Woodmont Subdivision; thence West along the Southern boundary of said Section 7 approximately 400 feet to a point; thence South approximately 360 feet to a point; thence West approximately 922 feet to a point on the center of the right-of-way of Daugherty Road; thence North along the centerline of Daugherty Road approximately 775 feet to a point; thence West approximately 221 feet to a point; thence South approximately 435 feet to a point on the Southern boundary of said Section 7; thence West along the Southern boundary of said Section 7 approximately 1,100 feet to a point; thence North approximately a quarter-mile to a point; thence East approximately 2,010 feet to a point; thence North approximately 920 feet to a point; thence West approximately 650 feet to a point in the center of the right-of-way of Daugherty Road; thence North along the centerline of Daugherty Road approximately 390 feet to a point; thence West approximately 440 feet to a point; thence South approximately 375 feet to a point; thence West approximately 900 feet to a point; thence North approximately 400 feet to a point; thence West approximately a quarter-mile to a point on the Eastern boundary of Section 12, Township 7 South, Range 3 East; thence continue West along the Northern boundary of the South Half of said Section 12 approximately 1 mile to the Eastern boundary of Section 11, Township 7 South, Range 3 East; thence continue West



along the Northern boundary of the South Half of said Section 11 approximately 1 mile to the Western boundary of said Section 11 and the Point of Beginning.



## City of Foley, AL

407 E. Laurel Avenue  
Foley, AL 36535

### Signature Copy

Resolution: 13-0378-RES

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**File Number: 13-0811**

**Enactment Number: 13-0378-RES**

Rescind Resolution No. 5123-12 and Authorize The Mayor To Enter Into An Extraterritorial Subdivision Jurisdiction Agreement.

WHEREAS, On September 17, 2012 under enabling Resolution No. 5123-12 the resolution did not include the legal description that was the basis for the Extraterritorial Jurisdiction and must be rescinded, and

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2012-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Rescinds Resolution No. 5123-12 that is attached.

SECTION 2: Authorizes the Mayor to enter into an Extraterritorial Subdivision Jurisdiction Agreement as attached and made a permanent part of this resolution, to include Exhibits "A" and "B".

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

PASSED, APPROVED AND ADOPTED this 1st day of July, 2013.

President's Signature \_\_\_\_\_

Date \_\_\_\_\_



Attest by City Clerk

Victoria Southern

Date 7-2-2013

Mayor's Signature

[Signature]

Date 7/2/2013

13-1217

**RESOLUTION NO. 5123-12**  
**AUTHORIZING THE MAYOR TO ENTER INTO AN EXTRATERRITORIAL**  
**SUBDIVISION JURISDICTION AGREEMENT**

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2012-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to enter into an ETJ Agreement as attached and made a permanent part of this resolution.

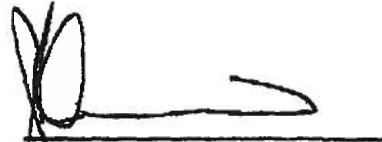
SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED THIS 17th day of September, 2012.



ATTEST:

  
Victoria Southern, CMC

  
John E. Konlar, Mayor

5123-12 #17

AGENDA REQUEST FORM

DATE OF WORK SESSION: 9/17/12

DATE OF COUNCIL MEETING: 9/17/12

DEPARTMENT AND PERSON SUBMITTING ITEM: CDD - Miriam Boutwell

**DESCRIPTION OF TOPIC:** (who, what, when, where, why, and how much)

State law was recently amended by legislative Act 2012-297 which changed certain aspects of the extra-territorial jurisdiction for subdivision planning. The City had annexed outside of its current ETJ so we are proposing expanding the boundary to a more logical area that includes our current limits. A new agreement is required which will be signed by a City representative, a Planning Commission representative and a County Commission representative.

**DESCRIPTION FOR PUBLISHED AGENDA:**

Discuss an extra-territorial jurisdiction agreement for subdivision planning.

IS DOCUMENTATION ATTACHED (See attached list): ☒ Yes ☐ No

If item was previously approved under a Resolution or Ordinance have you included the number in the documentation? ☐ Yes ☐ No ☐ N/A

Is a copy of the Resolution/Ordinance attached? ☐ Yes ☐ No ☐ N/A

**SOURCE OF FUNDING:**

Please provide the amount requested: \_\_\_\_\_

Is this a budgeted item? ☐ Yes ☐ No

Please provide the budgeted amount: \$ \_\_\_\_\_ Account No. \_\_\_\_\_

If budgeted, is this a capital purchase, capital project, or special fund? \_\_\_\_\_

Was this item included in the Fiscal Year Capital Projects Plan? ☐ Yes ☐ No

If yes, please provide the amount included in Capital Projects Plan: \$ \_\_\_\_\_

=====Do Not Write Below This Line=====

Verified by the Finance Department:

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Clerk's Office: Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**COUNTY OF BALDWIN  
STATE OF ALABAMA**

**AGREEMENT**

**(regarding Foley Planning Commission's Extraterritorial Subdivision Jurisdiction)**

**THIS AGREEMENT** is entered into by Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter, "the County"), the City of Foley, an Alabama municipal corporation (hereinafter, "the City"), and the Planning Commission of the City of Foley (hereinafter, "the Planning Commission") effective as of the date the last party signs below.

**WHEREAS**, the Planning Commission has exercised extraterritorial jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the corporate limits of the City (hereinafter abbreviated as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the corporate limits of the City, for some time; and

**WHEREAS**, the City has annexed property which extends beyond the boundaries of the Planning Commission's ETJ; and

**WHEREAS**, state law was recently amended by Act 2012-297 of the Alabama Legislature which changes certain aspects of a municipal planning commission's ETJ; and

**WHEREAS**, state law allows and encourages counties, cities, and planning commissions to come to an agreement on a planning commission's ETJ; and

**WHEREAS**, the City, the County and the Planning Commission have reached such an agreement, and they desire to hereby reduce their agreement to writing and to amend the Planning Commission's ETJ going forward.

**NOW, THEREFORE**, in consideration of ten dollars, the mutual rights, obligations, and benefits bestowed on each party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Section 1.** That the Planning Commission shall exercise sole jurisdiction over the regulation and enforcement of the development of subdivisions in the area shown on the map attached hereto as Exhibit "A" which is described on Exhibit "B" in addition to exercising similar jurisdiction for those areas that are now or are in the future located within the corporate limits of the City.

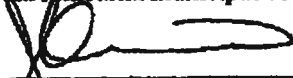
Section 2. That this Agreement shall be binding on the parties hereto, and a copy may be recorded in the Real Property Records of Baldwin County Probate Judge.

Section 3. Each individual, by signing below, represents and confirms that they have been authorized to execute this Agreement by a duly adopted resolution by the party they are signing on behalf of.

Section 4. Any and all prior or contrary agreements between these parties on the issue of the Planning Commission's ETJ is hereby terminated and replaced by this Agreement.

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

City of Foley  
an Alabama municipal corporation

  
By: John E. Kavian  
Its: Mayor  
Date: 2/2/2012

Baldwin County, Alabama  
a political subdivision of the State of Alabama


\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Foley Planning Commission

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachments: Exhibit "A" – Map of Foley Planning Commission's new ETJ  
Exhibit "B" – Legal Description of Foley Planning Commission's new ETJ

# Foley's Proposed E10 Fuel



8 Miles

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not recorded  
 Discontinued  
 Apply  
 submit  
 9-14-12



**Bell**

15



**Agenda's for September 17 2012**

Inbox x

Forward all

Expand all

P

 **Donna Poole** All Attached are the agendas for Tuesday, September 17, 2012 Wo Sep 14 (3 days a

5 older messages

 **Donna Poole** Thank you and I do have it on for tonight as an add on. Again, I sorr 9:03 AM (32 minutes a

**Miriam Boutwell**

9:24 AM (11 minutes ago)

to me

*Exhibit B may not be completed today. I'll provide as soon as Butch checks Karen's legal*

**Miriam Boutwell, AICP**

Community Development Director

City of Foley

200 North Alston Street

Foley, AL 36535

251-952-1001 (Phone)

251-952-1000 (Fax)

[mboutwell@cityoffoley.org](mailto:mboutwell@cityoffoley.org)

---

**From:** Donna Poole (<mailto:dpool@cityoffoley.org>)

**Sent:** Monday, September 17, 2012 8:54 AM

**To:** Miriam Boutwell

**Subject:** Re: Agenda's for September 17 2012

 Click here to [Reply](#) or [Forward](#)

COUNTY COMMISSION

BALDWIN COUNTY  
312 COURTHOUSE SQUARE, SUITE 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
FAX (251) 580-2500  
www.baldwincounty.al.gov

May 21, 2013

Ms. Vicky Southern  
City Clerk  
City of Foley  
Post Office Box 1750  
Foley, Alabama 36535

**RE: New Extraterritorial Jurisdiction Agreement Between the Baldwin County Commission, the City of Foley and the Planning Commission of the City of Foley**

Dear Ms. Southern:

The Baldwin County Commission, during its regularly scheduled meeting held on May 21, 2013, adopted *Resolution #2013-073* which approves the *Extraterritorial Jurisdiction Agreement* between the Baldwin County Commission, the City of Foley and the Planning Commission of the City of Foley.

Enclosed is the **original Agreement (Resolution #2013-073)**. Please have the *Agreement* executed and return it to this office to the attention of Anu Gary, Records Manager. A **fully executed copy** of the *Agreement* will be returned to you for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8502 or Vince Jackson, Planning Director, at (251) 580-1655.

Sincerely,



TUCKER DORSEY, Chairman  
Baldwin County Commission

TD/met Item BL1

cc: Vince Jackson  
Cal Markert

ENCLOSURE

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

**RESOLUTION # 2013-073**

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

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY (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.

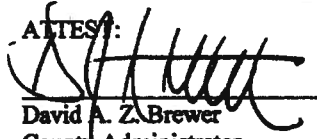
NOW, THEREFORE, BE IT RESOLVED that the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION do hereby mutually agree as follows:

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 City of Foley, dated September 19, 1995, and styled "Amended Resolution for 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:   
Tucker Dorsey  
Its: Chairman

MUNICIPALITY:

CITY OF FOLEY, ALABAMA

ATTEST:  
  
By: ~~Michael L. Thompson~~  
Its: City Administrator CLERK  
Vickey Southern

By:   
John E. Koniar  
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE  
CITY OF FOLEY

By:   
David A. Horton  
Its: Chairman ~~Roderick Burkle~~

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Keri Green, a Notary Public in and for said County in said State, hereby certify that TUCKER DORSEY, 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 23<sup>rd</sup> day of July, 2013.



Keri Green  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_ My Commission Expires 11/23/2015

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Brenda W. Shambo, a Notary Public in and for said County in said State, hereby certify that JOHN E. KONIAR, whose name as Mayor of the CITY OF FOLEY, ALABAMA, and MICHAEL L. THOMPSON, whose name as City Administrator of the CITY OF FOLEY, 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 3<sup>rd</sup> day of July, 2013.



Brenda W. Shambo  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 10, 2018  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF BALDWIN

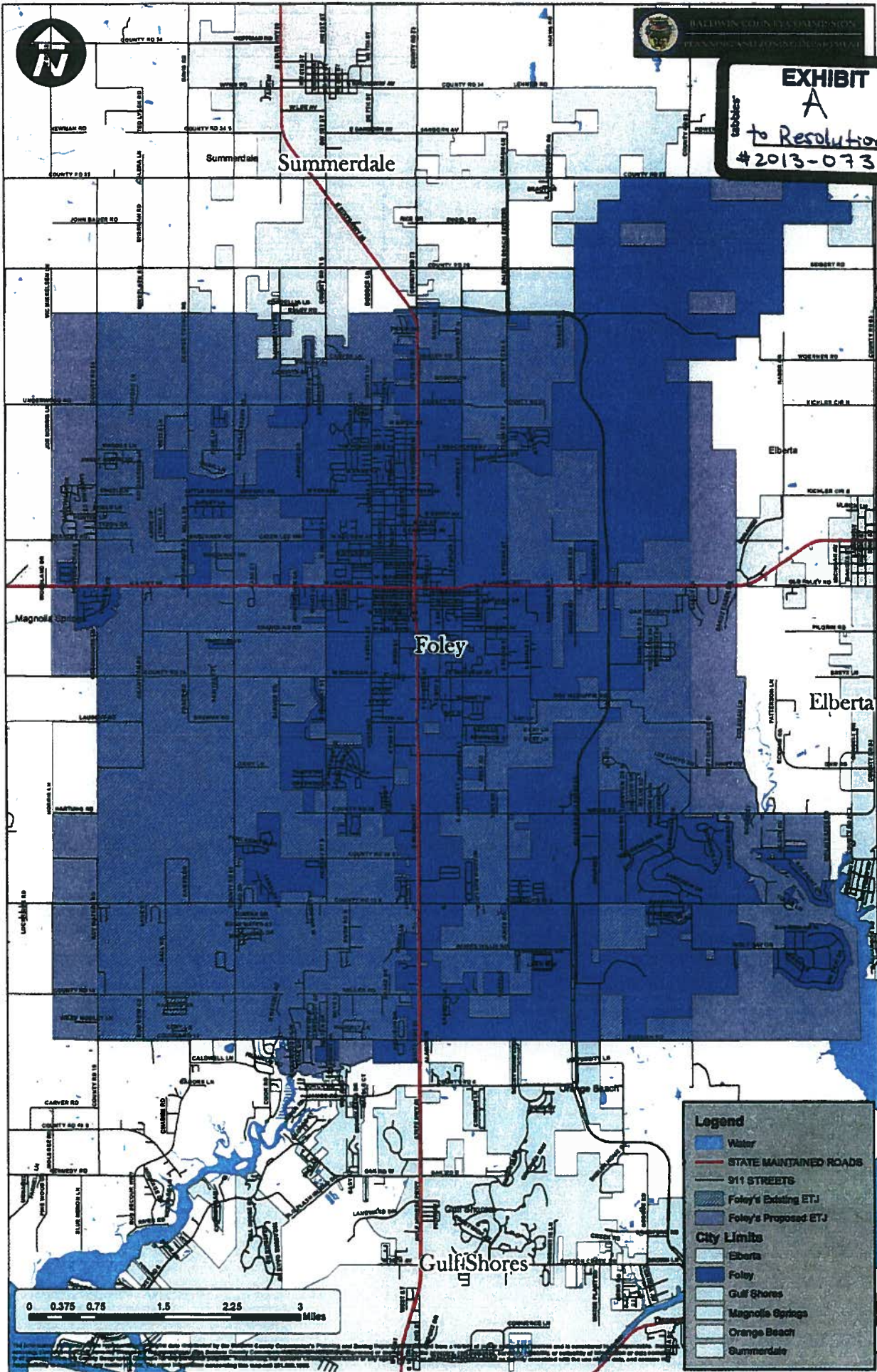
I, MIRIAM BOUTWELL, a Notary Public in and for said County in said State, hereby certify that DAVID A. HORTON, whose name as Chairman of the PLANNING COMMISSION OF THE CITY OF FOLEY, ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being 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 17 day of July, 2013.

Miriam Boutwell  
Notary Public, Baldwin County, Alabama  
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 11, 2016  
BONDED THRU NOTARY PUBLIC UNDERWRITERS





**EXHIBIT**  
**A**  
to Resolution  
#2013-073

- Legend**
- Water
  - STATE MAINTAINED ROADS
  - 911 STREETS
  - Foley's Existing ETJ
  - Foley's Proposed ETJ
  - City Limits**
  - Elberta
  - Foley
  - Gulf Shores
  - Magnolia Springs
  - Orange Beach
  - Summerdale

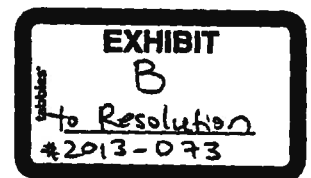


Exhibit "B" Proposed 2013 ETJ Area: Legal Description

Commencing at the Northwest corner of the Southwest Quarter of Section 11, Township 7 South, Range 3 East, Baldwin County, Alabama, which also serves as the Point of Beginning; thence South along the Western boundary of said Section 11 for approximately half a mile to the Northwest corner of Section 14, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 14 along the center of an unused right-of-way for approximately half a mile and along the center of the right-of-way of Joe Norris Lane for approximately half a mile to the Northwest corner of Section 23, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 23 along the center of an unused right-of-way for approximately 1 mile to the Northwest corner of Section 26, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 26 along the center of an unused right-of-way for approximately 1 mile to the Northwest corner of Section 35, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 35 along the center of an unused right-of-way for approximately half a mile to a point in the right-of-way of County Road 26, said point also being the Northwest corner of the Southwest Quarter of said Section 35; thence East along the center of the right-of-way of County Road 26 following the Northern boundary of the Southwest Quarter of said Section 35 for approximately half a mile to a point on the center of the right-of-way of Greenhouse Lane, said point also being the Northeast corner of the Southwest Quarter of said Section 35; thence South along the Eastern boundary of the Southwest Quarter of said Section 35 along an unused right-of-way for approximately half a mile to a point on the center of the right-of-way of Laurent Road and the Northwest corner of the Northeast Quarter of Section 2, Township 8 South, Range 3 East; thence continue South along the Western boundary of the East Half of said Section 2 for approximately half a mile and continuing South along the center of the right-of-way of Hartung Road for approximately half a mile to the Northwest corner of the Northeast Quarter of Section 11, Township 8 South, Range 3 East; thence West along the center of the right-of-way of Hartung Road and along the Northern boundary of said Section 11 for approximately half a mile to the Northwest corner of said Section 11; thence South along the center of the right-of-way of Norris Lane and the Western boundary of said Section 11 for approximately 1 mile to the Northwest corner of Section 14, Township 8 South, Range 3 East; thence continue South along the center of the right-of-way of Norris Lane and along the Western boundary of said Section 14 for approximately 1 mile to the Northwest corner of Fractional Section 23, Township 8 South, Range 3 East; thence continue South along the Western boundary of said Fractional Section 23 approximately half a mile to a point defining the North half of said Fractional Section 23; thence East approximately a quarter-mile to a point on the Western boundary of Fractional Section 38, Township 8 South, Range 3 East; thence South along the Western boundary of said Section 38 approximately 63 feet to a point; thence East approximately a quarter-mile to a point on the Western right-of-way of County Road 19; thence continue East along the center of the right-of-way of County Road 10 approximately 2,700 feet to a point on the Western boundary of Fractional Section 39, Township 8 South, Range 3 East; thence continue East along the center of the right-of-way of County Road 10 approximately a quarter-mile to a point on the Western



Fractional Section 24, Township 8 South, Range 3 East; thence continue East along the center of the right-of-way of County Road 10 approximately 4,010 feet to a point on the Western boundary of Fractional Section 39, Township 8 South, Range 4 East; thence continue East approximately 3,082 feet to a point in the Bon Secour River; thence in an overall Southeasterly direction along the meandering path of the Bon Secour River to its point of intersection with the Boggy Branch tributary, thence continuing generally Easterly along the meandering path of Boggy Branch for a total distance of approximately 1.8 miles to a point on the Western boundary of the Southeast Quarter of Fractional Section 20, Township 8 South, Range 4 East; thence South along said Western boundary approximately 250 feet to a point that defines the North Half of said Southeast Quarter of Fractional Section 20; thence East along the Southern boundary of said North Half of the Southeast Quarter of Fractional Section 20 approximately half a mile to a point on the Western boundary of Section 21, Township 8 South, Range 4 East; thence North along said Western boundary of Section 21 approximately a quarter-mile to the Northwest corner of the Southwest Quarter of said Section 21; thence East along the Southern boundary of the North Half of said Section 21 approximately 1 mile to a point on the Western boundary of Section 22, Township 8 South, Range 4 East; thence continue East along the Southern boundary of the North Half of said Section 22 approximately 1 mile to a point on the Western boundary of Section 23, Township 8 South, Range 4 East; thence continue East along the center of the right-of-way of Russian Road and along the Southern boundary of the North Half of said Section 23 approximately 1 mile to a point on the Western boundary of Section 24, Township 8 South, Range 4 East; thence continue East along the Southern boundary of the North Half of said Section 24 approximately 1 mile to a point on the Western boundary of Section 19, Township 8 South, Range 5 East; thence continue East along the Southern boundary of the North Half of said Section 19 approximately 4,500 feet to a point lying in Wolf Bay; thence North approximately 1.2 miles to a point; thence Northwest approximately .3 miles to a point; thence North approximately .4 miles to the Northwest corner of Parcel 05-62-03-07-0-001-023.095, said point having Alabama West State Plane Coordinates of 87° 36' 20" W, 30° 21' 33" N and lying in Section 7, Township 8 South, Range 5 East; thence West along the Northern edge of said Parcel 05-62-03-07-0-001-023.095 approximately 300 feet to a point; thence North along the Eastern edge of the West half of said Section 7 along the Eastern boundary of Parcel 05-62-03-07-0-001-022.013 and along the Western right-of-way of Miflin Creek Road approximately three-fourths of a mile to a point on the Northern boundary of said Section 7 and the center of the right-of-way of Miflin Road; thence West along the Northern boundary of said Section 7 and along the center of the right-of-way of Miflin Road approximately half a mile to the Southeast corner of Section 1, Township 8 South, Range 4 East; thence continue West along the Southern boundary of said Section 1 along the center of the right-of-way of Miflin Road approximately 1,530 feet to a point on the center of the right-of-way of Coleman Lane; thence Northwesterly along the meandering centerline of Coleman Lane approximately 1.05 miles to a point on the Southern boundary of Section 36, Township 7 South, Range 4 East; thence North along the centerline of Coleman Lane approximately half a mile to a point at the Northeastern corner of Parcel 05-54-07-36-0-000-001.032; thence West along said parcel approximately 550 feet to a point on the Southeast corner of the Northwest Quarter of Section 36, Township 7 South, Range 4 East; thence North

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along the Eastern boundary of said Northwest Quarter of Section 36 and along an unused right-of-way approximately half a mile to a point on the Southern boundary of Section 25, Township 7 South, Range 4 East; thence continue North along the Eastern boundary of the West Half of said Section 25 approximately 1 mile to a point on the Southern boundary of Section 24, Township 7 South, Range 4 East; thence continue North along the Eastern boundary of the West Half of said Section 24 approximately 1 mile to a point on the Southern boundary of Section 13, Township 7 South, Range 4 East; thence West along the Southern boundary of said Section 13 approximately 1,365 feet to a point; thence North approximately 3,998 feet to a point; thence West approximately 1,375 feet to a point on the Western boundary of said Section 13; thence North along said Western boundary approximately 1,325 feet to the Southwest corner of Section 12, Township 7 South, Range 4 East; thence East along the Southern boundary of said Section 12 approximately 2,771 feet to the Southeast corner of the West Half of said Section 12; thence North along the Eastern boundary of the West Half of said Section 12 approximately a quarter-mile to a point on the center of the right-of-way of Woerner Road; thence East along the centerline of Woerner Road approximately a quarter-mile to a point where the right-of-way turns South; thence North approximately a quarter-mile to a point; thence East approximately a quarter-mile to a point on the Eastern boundary of said Section 12; thence North along the Eastern boundary of said Section 12 approximately half a mile to the Southwest corner of Section 6, Township 7 South, Range 5 East; thence continue North along the Western boundary of said Section 6 approximately half a mile to the Southwest corner of the Northwest Quarter of said Section 6; thence East along the Southern boundary of the North Half of said Section 6 approximately three-fourths of a mile to a point; thence North approximately a quarter-mile to a point; thence West approximately a quarter-mile to a point; thence North approximately a quarter-mile to a point on the Northern boundary of said Section 6 and on the center of the right-of-way of County Road 32; thence West along said Northern boundary of Section 6 and the center of the right-of-way of County Road 32 approximately half a mile to the Northeast corner of Section 1, Township 7 South, Range 4 East; thence continue West along said Northern boundary of said Section 1 and the center of the right-of-way of County Road 32 approximately 1 mile to the Northeast corner of Section 2, Township 7 South, Range 4 East; thence continue West along said Northern boundary of said Section 2 and the center of the right-of-way of County Road 32 approximately three-quarters of a mile to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South approximately a quarter-mile to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence West approximately a quarter-mile to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South along the Western boundary of said Section 2 approximately a quarter-mile to the Northeast corner of the Southeast Quarter of Section 3, Township 7 South, Range 4 East; thence West along the Northern boundary of the Southeast Quarter of said Section 3 approximately a quarter-mile to a point; thence South along the Western boundary of the East Half of the Southeast Quarter of said Section 3 to a point on the Northern boundary of Section 10, Township 7 South, Range 4 East; thence continue South along the Western boundary of the East Half of the Northeast Quarter of said Section 10 to a point on an unused right-of-way; thence West approximately 150 feet to the Northern boundary of the Foley-Beach

Express right-of-way; thence Northwesterly along said Northern boundary of the Foley-Beach Express right-of-way approximately three-fourths of a mile to a point on the Eastern boundary of Section 9, Township 7 South, Range 4 East; thence continue Northwesterly along said Northern boundary of the Foley-Beach Express right-of-way approximately half a mile to a point on the Western boundary of the East Half of said Section 9; thence West along said Northern boundary of the Foley-Beach Express right-of-way approximately a quarter-mile to a point; thence North approximately 250 feet to a point; thence West approximately a quarter-mile to a point on the Eastern right-of-way of County Road 73; thence South along the Eastern right-of-way of County Road 73 approximately 200 feet to a point; thence East approximately 645 feet to a point; thence South approximately 50 feet to a point on the Northern right-of-way of the Foley-Beach Express; thence West along the Northern right-of-way of the Foley-Beach Express approximately 670 feet to a point on the Eastern boundary of Section 8, Township 7 South, Range 4 East; thence continue West along the Northern right-of-way of the Foley-Beach Express to a point on the right-of-way of State Highway 59; thence Southeasterly along the center of the right-of-way of said State Highway 59 approximately 115 feet to a point; thence Southwesterly approximately 65 feet to a point on the Western right-of-way of said State Highway 59; thence West approximately 890 feet to a point; thence South approximately 215 feet to a point on the Southern boundary of an unused right-of-way; thence West approximately half a mile to the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence South approximately 1,900 feet to a point; thence West approximately 330 feet to a point; thence North approximately 660 feet to a point; thence West approximately 1,000 feet to a point on the Eastern boundary of Section 7, Township 7 South, Range 4 East; thence South along the Eastern boundary of said Section 7 approximately a quarter-mile to the Southwest corner of said Section 7; thence West along the Southern boundary of said Section 7 approximately 650 feet to a point on the East side of Woodmont Subdivision; thence North approximately a quarter-mile to a point; thence West approximately 675 feet to a point; thence South approximately a quarter-mile to a point on the Southern boundary of said Section 7 and the Western side of Woodmont Subdivision; thence West along the Southern boundary of said Section 7 approximately 400 feet to a point; thence South approximately 360 feet to a point; thence West approximately 922 feet to a point on the center of the right-of-way of Daugherty Road; thence North along the centerline of Daugherty Road approximately 775 feet to a point; thence West approximately 221 feet to a point; thence South approximately 435 feet to a point on the Southern boundary of said Section 7; thence West along the Southern boundary of said Section 7 approximately 1,100 feet to a point; thence North approximately a quarter-mile to a point; thence East approximately 2,010 feet to a point; thence North approximately 920 feet to a point; thence West approximately 650 feet to a point in the center of the right-of-way of Daugherty Road; thence North along the centerline of Daugherty Road approximately 390 feet to a point; thence West approximately 440 feet to a point; thence South approximately 375 feet to a point; thence West approximately 900 feet to a point; thence North approximately 400 feet to a point; thence West approximately a quarter-mile to a point on the Eastern boundary of Section 12, Township 7 South, Range 3 East; thence continue West along the Northern boundary of the South Half of said Section 12 approximately 1 mile to the Eastern boundary of Section 11, Township 7 South, Range 3 East; thence continue West

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along the Northern boundary of the South Half of said Section 11 approximately 1 mile to the Western boundary of said Section 11 and the Point of Beginning.

RESOLUTION #2014-001

RESOLUTION TO CONFIRM CITY OF FOLEY PLANNING COMMISSION APPROVAL  
OF EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT #13-0378,  
APPROVED BY MAYOR & COUNCIL ON JULY 1, 2013.

WHEREAS, on July 1, 2013 Mayor & Council approved Resolution #13-0378 entering into an Extraterritorial Jurisdiction Agreement for Subdivisions with Baldwin County, and

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2012-297 that allows and encouraged counties, cities, and planning commissions to come to an agreement on the Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the Planning Commission of the City of Foley, Alabama as follows:

SECTION 1: Authorizes the Planning Commission Chairman to enter into an Extraterritorial Subdivision Jurisdiction Agreement to include Exhibits "A" and "B".

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of June, 2014.

Planning Commission Chairman's Signature: [Signature] Date: 6/18/14

Recording Secretary's Signature: [Signature] Date: 6/18/14

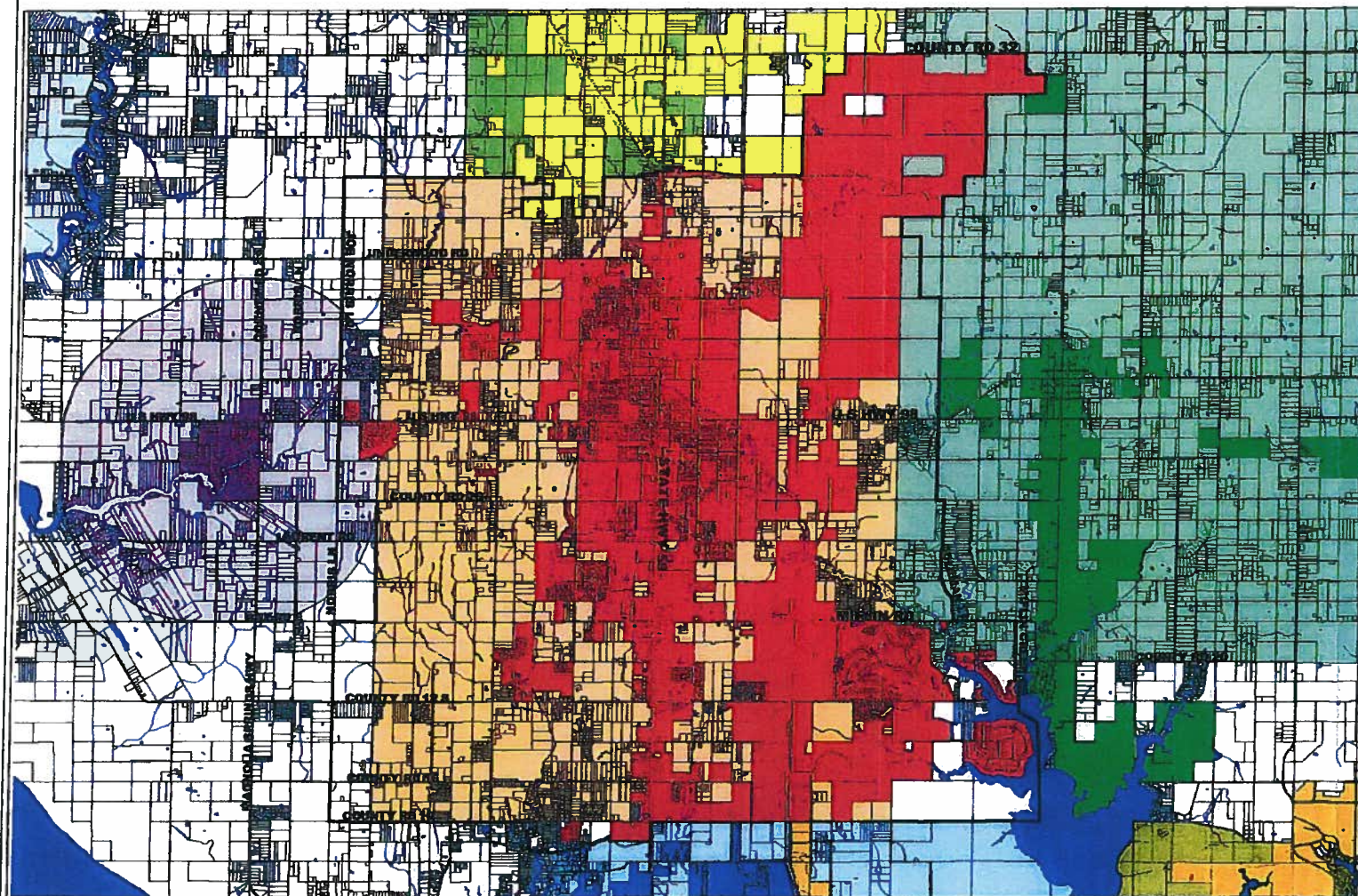
BALDWIN COUNTY, ALABAMA  
TIM RUSSELL PROBATE JUDGE  
Filed/cert. 6/26/2014 3:33 PM  
TOTAL \$ 27.00  
7 Pages

1464037





# EXHIBIT "A" - Foley Planning Commission's New Extra-Territorial Jurisdiction



- Foley Planning Commission's New ETJ**
- Municipalities**
- Bay Minette
  - Daphne
  - Elberta
  - Fairhope
  - Foley
  - Gulf Shores
  - Loxley
  - Magnolia Springs
  - Orange Beach
  - Pensacola Beach
  - Robertsdale
  - Silverhill
  - Spanish Fort
  - Summerdale
- ETJ Planning Boundary**
- Bay Minette
  - Daphne
  - Elberta
  - Fairhope
  - Foley
  - Gulf Shores
  - Loxley
  - Magnolia Springs
  - Orange Beach
  - Robertsdale
  - Silverhill
  - Spanish Fort
  - Summerdale
- Hydropoly1998.shp



Standard  
Scale  
April  
2000  
4/10/00



Commencing at the Northwest corner of the Southwest Quarter of Section 11, Township 7 South, Range 3 East, Baldwin County, Alabama, which also serves as the Point of Beginning; thence South along the Western boundary of said Section 11 for approximately half a mile to the Northwest corner of Section 14, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 14 along the center of an unused right-of-way for approximately half a mile and along the center of the right-of-way of Joe Norris Lane for approximately half a mile to the Northwest corner of Section 23, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 23 along the center of an unused right-of-way for approximately 1 mile to the Northwest corner of Section 26, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 26 along the center of an unused right-of-way for approximately 1 mile to the Northwest corner of Section 35, Township 7 South, Range 3 East; thence continue South along the Western boundary of said Section 35 along the center of an unused right-of-way for approximately half a mile to a point in the right-of-way of County Road 26, said point also being the Northwest corner of the Southwest Quarter of said Section 35; thence East along the center of the right-of-way of County Road 26 following the Northern boundary of the Southwest Quarter of said Section 35 for approximately half a mile to a point on the center of the right-of-way of Greenhouse Lane, said point also being the Northeast corner of the Southwest Quarter of said Section 35; thence South along the Eastern boundary of the Southwest Quarter of said Section 35 along an unused right-of-way for approximately half a mile to a point on the center of the right-of-way of Laurent Road and the Northwest corner of the Northeast Quarter of Section 2, Township 8 South, Range 3 East; thence continue South along the Western boundary of the East Half of said Section 2 for approximately half a mile and continuing South along the center of the right-of-way of Hartung Road for approximately half a mile to the Northwest corner of the Northeast Quarter of Section 11, Township 8 South, Range 3 East; thence West along the center of the right-of-way of Hartung Road and along the Northern boundary of said Section 11 for approximately half a mile to the Northwest corner of said Section 11; thence South along the center of the right-of-way of Norris Lane and the Western boundary of said Section 11 for approximately 1 mile to the Northwest corner of Section 14, Township 8 South, Range 3 East; thence continue South along the center of the right-of-way of Norris Lane and along the Western boundary of said Section 14 for approximately 1 mile to the Northwest corner of Fractional Section 23, Township 8 South, Range 3 East; thence continue South along the Western boundary of said Fractional Section 23 approximately half a mile to a point defining the North half of said Fractional Section 23; thence East approximately a quarter-mile to a point on the Western boundary of Fractional Section 38, Township 8 South, Range 3 East; thence South along the Western boundary of said Section 38 approximately 63 feet to a point; thence East approximately a quarter-mile to a point on the Western right-of-way of County Road 19; thence continue East along the center of the right-of-way of County Road 10 approximately 2,700 feet to a point on the Western boundary of Fractional Section 39, Township 8 South, Range 3 East; thence continue East along the center of the right-of-

way of County Road 10 approximately a quarter-mile to a point on the Western Fractional Section 24, Township 8 South, Range 3 East; thence continue East along the center of the right-of-way of County Road 10 approximately 4,010 feet to a point on the Western boundary of Fractional Section 39, Township 8 South, Range 4 East; thence continue East approximately 3,082 feet to a point in the Bon Secour River; thence in an overall Southeasterly direction along the meandering path of the Bon Secour River to its point of intersection with the Boggy Branch tributary, thence continuing generally Easterly along the meandering path of Boggy Branch for a total distance of approximately 1.8 miles to a point on the Western boundary of the Southeast Quarter of Fractional Section 20, Township 8 South, Range 4 East; thence South along said Western boundary approximately 250 feet to a point that defines the North Half of said Southeast Quarter of Fractional Section 20; thence East along the Southern boundary of said North Half of the Southeast Quarter of Fractional Section 20 approximately half a mile to a point on the Western boundary of Section 21, Township 8 South, Range 4 East; thence North along said Western boundary of Section 21 approximately a quarter-mile to the Northwest corner of the Southwest Quarter of said Section 21; thence East along the Southern boundary of the North Half of said Section 21 approximately 1 mile to a point on the Western boundary of Section 22, Township 8 South, Range 4 East; thence continue East along the Southern boundary of the North Half of said Section 22 approximately 1 mile to a point on the Western boundary of Section 23, Township 8 South, Range 4 East; thence continue East along the center of the right-of-way of Russian Road and along the Southern boundary of the North Half of said Section 23 approximately 1 mile to a point on the Western boundary of Section 24, Township 8 South, Range 4 East; thence continue East along the Southern boundary of the North Half of said Section 24 approximately 1 mile to a point on the Western boundary of Section 19, Township 8 South, Range 5 East; thence continue East along the Southern boundary of the North Half of said Section 19 approximately 4,500 feet to a point lying in Wolf Bay; thence North approximately 1.2 miles to a point; thence Northwest approximately .3 miles to a point; thence North approximately .4 miles to the Northwest corner of Parcel 05-62-03-07-0-001-023.095, said point having Alabama West State Plane Coordinates of 87° 36' 20" W, 30° 21' 33" N and lying in Section 7, Township 8 South, Range 5 East; thence West along the Northern edge of said Parcel 05-62-03-07-0-001-023.095 approximately 300 feet to a point; thence North along the Eastern edge of the West half of said Section 7 along the Eastern boundary of Parcel 05-62-03-07-0-001-022.013 and along the Western right-of-way of Mifflin Creek Road approximately three-fourths of a mile to a point on the Northern boundary of said Section 7 and the center of the right-of-way of Mifflin Road; thence West along the Northern boundary of said Section 7 and along the center of the right-of-way of Mifflin Road approximately half a mile to the Southeast corner of Section 1, Township 8 South, Range 4 East; thence continue West along the Southern boundary of said Section 1 along the center of the right-of-way of Mifflin Road approximately 1,530 feet to a point on the center of the right-of-way of Coleman Lane; thence Northwesterly along the meandering centerline of Coleman Lane approximately 1.05 miles to a point on the Southern boundary of Section 36, Township 7 South, Range 4 East; thence North along the centerline of Coleman Lane approximately half a mile to a point at the Northeastern corner of Parcel 05-54-07-36-0-000-001.032; thence West along said parcel approximately 550 feet to a point on the Southeast corner

of the Northwest Quarter of Section 36, Township 7 South, Range 4 East; thence North along the Eastern boundary of said Northwest Quarter of Section 36 and along an unused right-of-way approximately half a mile to a point on the Southern boundary of Section 25, Township 7 South, Range 4 East; thence continue North along the Eastern boundary of the West Half of said Section 25 approximately 1 mile to a point on the Southern boundary of Section 24, Township 7 South, Range 4 East; thence continue North along the Eastern boundary of the West Half of said Section 24 approximately 1 mile to a point on the Southern boundary of Section 13, Township 7 South, Range 4 East; thence West along the Southern boundary of said Section 13 approximately 1,365 feet to a point; thence North approximately 3,998 feet to a point; thence West approximately 1,375 feet to a point on the Western boundary of said Section 13; thence North along said Western boundary approximately 1,325 feet to the Southwest corner of Section 12, Township 7 South, Range 4 East; thence East along the Southern boundary of said Section 12 approximately 2,771 feet to the Southeast corner of the West Half of said Section 12; thence North along the Eastern boundary of the West Half of said Section 12 approximately a quarter-mile to a point on the center of the right-of-way of Woerner Road; thence East along the centerline of Woerner Road approximately a quarter-mile to a point where the right-of-way turns South; thence North approximately a quarter-mile to a point; thence East approximately a quarter-mile to a point on the Eastern boundary of said Section 12; thence North along the Eastern boundary of said Section 12 approximately half a mile to the Southwest corner of Section 6, Township 7 South, Range 5 East; thence continue North along the Western boundary of said Section 6 approximately half a mile to the Southwest corner of the Northwest Quarter of said Section 6; thence East along the Southern boundary of the North Half of said Section 6 approximately three-fourths of a mile to a point; thence North approximately a quarter-mile to a point; thence West approximately a quarter-mile to a point; thence North approximately a quarter-mile to a point on the Northern boundary of said Section 6 and on the center of the right-of-way of County Road 32; thence West along said Northern boundary of Section 6 and the center of the right-of-way of County Road 32 approximately half a mile to the Northeast corner of Section 1, Township 7 South, Range 4 East; thence continue West along said Northern boundary of said Section 1 and the center of the right-of-way of County Road 32 approximately 1 mile to the Northeast corner of Section 2, Township 7 South, Range 4 East; thence continue West along said Northern boundary of said Section 2 and the center of the right-of-way of County Road 32 approximately three-quarters of a mile to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South approximately a quarter-mile to the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence West approximately a quarter-mile to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South along the Western boundary of said Section 2 approximately a quarter-mile to the Northeast corner of the Southeast Quarter of Section 3, Township 7 South, Range 4 East; thence West along the Northern boundary of the Southeast Quarter of said Section 3 approximately a quarter-mile to a point; thence South along the Western boundary of the East Half of the Southeast Quarter of said Section 3 to a point on the Northern boundary of Section 10, Township 7 South, Range 4 East; thence continue South along the Western boundary of the East Half of the Northeast Quarter of said Section 10 to a point on an unused right-of-

way; thence West approximately 150 feet to the Northern boundary of the Foley-Beach Express right-of-way; thence Northwesterly along said Northern boundary of the Foley-Beach Express right-of-way approximately three-fourths of a mile to a point on the Eastern boundary of Section 9, Township 7 South, Range 4 East; thence continue Northwesterly along said Northern boundary of the Foley-Beach Express right-of-way approximately half a mile to a point on the Western boundary of the East Half of said Section 9; thence West along said Northern boundary of the Foley-Beach Express right-of-way approximately a quarter-mile to a point; thence North approximately 250 feet to a point; thence West approximately a quarter-mile to a point on the Eastern right-of-way of County Road 73; thence South along the Eastern right-of-way of County Road 73 approximately 200 feet to a point; thence East approximately 645 feet to a point; thence South approximately 50 feet to a point on the Northern right-of-way of the Foley-Beach Express; thence West along the Northern right-of-way of the Foley-Beach Express approximately 670 feet to a point on the Eastern boundary of Section 8, Township 7 South, Range 4 East; thence continue West along the Northern right-of-way of the Foley-Beach Express to a point on the right-of-way of State Highway 59; thence Southeasterly along the center of the right-of-way of said State Highway 59 approximately 115 feet to a point; thence Southwesterly approximately 65 feet to a point on the Western right-of-way of said State Highway 59; thence West approximately 890 feet to a point; thence South approximately 215 feet to a point on the Southern boundary of an unused right-of-way; thence West approximately half a mile to the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence South approximately 1,900 feet to a point; thence West approximately 330 feet to a point; thence North approximately 660 feet to a point; thence West approximately 1,000 feet to a point on the Eastern boundary of Section 7, Township 7 South, Range 4 East; thence South along the Eastern boundary of said Section 7 approximately a quarter-mile to the Southwest corner of said Section 7; thence West along the Southern boundary of said Section 7 approximately 650 feet to a point on the East side of Woodmont Subdivision; thence North approximately a quarter-mile to a point; thence West approximately 675 feet to a point; thence South approximately a quarter-mile to a point on the Southern boundary of said Section 7 and the Western side of Woodmont Subdivision; thence West along the Southern boundary of said Section 7 approximately 400 feet to a point; thence South approximately 360 feet to a point; thence West approximately 922 feet to a point on the center of the right-of-way of Daugherty Road; thence North along the centerline of Daugherty Road approximately 775 feet to a point; thence West approximately 221 feet to a point; thence South approximately 435 feet to a point on the Southern boundary of said Section 7; thence West along the Southern boundary of said Section 7 approximately 1,100 feet to a point; thence North approximately a quarter-mile to a point; thence East approximately 2,010 feet to a point; thence North approximately 920 feet to a point; thence West approximately 650 feet to a point in the center of the right-of-way of Daugherty Road; thence North along the centerline of Daugherty Road approximately 390 feet to a point; thence West approximately 440 feet to a point; thence South approximately 375 feet to a point; thence West approximately 900 feet to a point; thence North approximately 400 feet to a point; thence West approximately a quarter-mile to a point on the Eastern boundary of Section 12, Township 7 South, Range 3 East; thence continue West along the Northern boundary of the South Half of said Section 12 approximately 1 mile to the

Eastern boundary of Section 11, Township 7 South, Range 3 East; thence continue West along the Northern boundary of the South Half of said Section 11 approximately 1 mile to the Western boundary of said Section 11 and the Point of Beginning.



Sworn to and subscribe before me

this 21<sup>st</sup> day of July, 2014

Amber Jean Kimbler

Notary Public

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

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):

July 11 & 18, 2014

Cost: Words/inches x Rate:

97.5" W x 10" H = 975 x 2

Total \$ 1,950<sup>00</sup>

Jeniece Bouzan  
Jeniece Bouzan  
Ad Representative

Bill to:

B.C. Planning

Type of ad:

PO # \_\_\_\_\_

For Office Use Only:

Account # \_\_\_\_\_

Receipt # \_\_\_\_\_

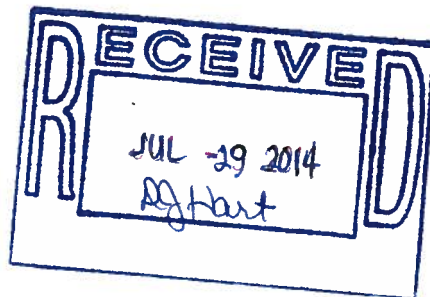
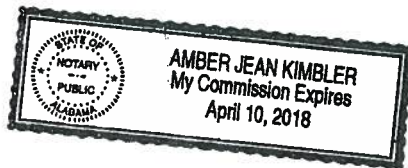
☐ Check # \_\_\_\_\_

☐ Credit Card \_\_\_\_\_

☐ Paid

☐ Cash

☐ Unpaid





STATE OF ALABAMA  
COUNTY OF BALDWIN

RESOLUTION # 2013-073

AGREEMENT BETWEEN  
THE BALDWIN COUNTY COMMISSION,  
THE CITY OF FOLEY  
AND THEPLANNING COMMISSION OF THE CITY OF FOLEY  
CONCERNING THE EXERCISE OF  
EXTRATERRITORIAL PLANNING JURISDICTION  
AUTHORITY OVER SUBDIVISIONS

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY (hereinafter referred to as the "PLANNING COMMISSION"), desire to enter into an agreement concerning the exercise of their respective planning jurisdiction over 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 municipality in the County and not lying within 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 11-52-1, 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 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 or otherwise disposed of, 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 its 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 returned upon the expiration of any period thereof by a municipality; if, in any event, shall the annexation of land leave 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 removed, 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 jurisdiction of the COMMISSION and the MUNICIPAL PLANNING COMMISSION 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, in that order 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 identical action of the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION, whenever such modification or amendment is needed.
10. The parties hereby mutually agree that the Agreement entered into between the COMMISSION and the City of Foley, dated September 19, 1995, and styled "Amended Resolution for 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 this date indicated below with the full intent and authority to bind the parties herein.

## SIGNATURE PAGES TO FOLLOW

## COMMISSION:

BALDWIN COUNTY COMMISSION

By: Tucker Dorsey  
Chairman

## MUNICIPALITY:

CITY OF FOLEY, ALABAMA

By: John E. Kester  
Mayor

## MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE CITY OF FOLEY

By: David A. Hays  
ChairmanBy: Patricia L. Burkus  
Member

## STATE OF ALABAMA

## COUNTY OF BALDWIN

I, David A. Hays, a Notary Public in and for said County in said State, hereby certify that TUCKER DORSEY, 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 28 day of July, 2013.

Notary Public, Baldwin County, Alabama  
My Commission Expires: 11/22/2016

## STATE OF ALABAMA

## COUNTY OF BALDWIN

I, John E. Kester, a Notary Public in and for said County in said State, hereby certify that JOHN E. KESTER, whose name as Mayor of the CITY OF FOLEY, ALABAMA, and MICHAEL L. THOMPSON, whose name as City Administrator of the CITY OF FOLEY, 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 27 day of July, 2013.

Notary Public, Baldwin County, Alabama  
My Commission Expires: 11/22/2016

## STATE OF ALABAMA

## COUNTY OF BALDWIN

I, Michael L. Thompson, a Notary Public in and for said County in said State, hereby certify that MICHAEL L. THOMPSON, whose name as City Administrator of the CITY OF FOLEY, ALABAMA, and TUCKER DORSEY, whose name as Chairman of the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, 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 Planning Commission on the day the same bears date.

Given under my hand and seal this 27 day of July, 2013.

Notary Public, Baldwin County, Alabama  
My Commission Expires: 11/22/2016

## City of Foley, AL

Signature Copy

Resolution 13-073-RBS

File Number: 13-0811

Enrollment Number: 13-0876-RBS

Rescinded Resolution No. 5123-12 and Authorizes The Mayor To Enter Into An Extraterritorial Subdivision Jurisdiction Agreement.

WHEREAS, On September 17, 2013 under enabling Resolution No. 5123-12 the resolution did not include the legal description that was the basis for the Extraterritorial jurisdiction and must be amended; and

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

WHEREAS, the City has assumed property that extends beyond the boundaries of the Planning Commission's ETJ; and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ; and

WHEREAS, Baldwin County, the Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

- SECTION 1: Rescind Resolution No. 5123-12 that is attached.
- SECTION 2: Authorize the Mayor to enter into an Extraterritorial Subdivision Jurisdiction Agreement as attached and made a permanent part of this resolution, to include Exhibits "A" and "B".
- SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 1st day of July, 2013.

City of Foley, AL

Page 1

Printed on: 7/2/2013

File Number: 13-0811

Enrollment Number: 13-0876-RBS

President's Signature

Date

City of Foley, AL

By: Victoria SouthernDate: 7-2-2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

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City of Foley, AL

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City of Foley, AL

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City of Foley, AL

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City of Foley, AL

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City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

By: [Signature]Date: 7/2/2013

City of Foley, AL

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STATE OF ALABAMA  
COUNTY OF BALDWIN

RESOLUTION # 2013-073

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

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY (hereinafter referred to as the "PLANNING COMMISSION"), desire to enter into an agreement concerning the exercise 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 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:

- The extraterritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION shall include all land depicted in Exhibit "A" and described in Exhibit "B". Extraterritorial planning jurisdiction may be expanded by amendment of this Agreement or in accordance with applicable state law.
- The MUNICIPAL PLANNING COMMISSION will exercise sole review authority over all subdivision developments within its 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.
- Unless otherwise provided or allowed by applicable state law, when 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.
- 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, however, that if any part of a proposed subdivision lies within the extraterritorial 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.
- 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 corporate limits in a given area, no further annexation by any other remaining portion or portions of the extraterritorial jurisdiction shall remain unaffected.
- 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 subject under the jurisdiction of the COMMISSION as long as the approval remains effective or until the final plat is recorded for that particular development.
- A copy of this Agreement, including the map delineating the respective planning jurisdictions of the COMMISSION and the MUNICIPAL PLANNING COMMISSION, shall be filed with the Judge of Probate of Baldwin County.
- 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 amended 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 11-24-4, 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.
- 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.
- The parties hereby mutually agree that the Agreement entered into between the COMMISSION and the City of Foley, dated September 19, 1995, and styled "Amended Resolution for 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 this date indicated below with the full intent and authority to bind this parties hereto.

## SIGNATURE PAGES TO FOLLOW

## COMMISSION:

## BALDWIN COUNTY COMMISSION

By: Tucker Dorey, Jr.  
ChairmanBy: [Signature]  
CommissionerBy: [Signature]  
CommissionerBy: [Signature]  
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CommissionerSTATE OF ALABAMA  
COUNTY OF BALDWIN

RESOLUTION # 2013-073

AGREEMENT BETWEEN

THE BALDWIN COUNTY COMMISSION,

THE CITY OF FOLEY

AND THE

PLANNING COMMISSION OF THE CITY OF FOLEY

CONCERNING THE EXERCISE OF

EXTRATERRITORIAL PLANNING JURISDICTION

AUTHORITY OVER SUBDIVISIONS

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY (hereinafter referred to as the "PLANNING COMMISSION"), desire to enter into an agreement concerning the exercise 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 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". 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 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, when 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, however, that if any part of a proposed subdivision lies within the extraterritorial 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 corporate limits in a given area, no further annexation by 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 subject 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, 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 amended 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 11-24-4, 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 hereby mutually agree that the Agreement entered into between the COMMISSION and the City of Foley, dated September 19, 1995, and styled "Amended Resolution for 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 this date indicated below with the full intent and authority to bind this parties hereto.

SIGNATURE PAGES TO FOLLOW

COMMISSION:

BALDWIN COUNTY COMMISSION

By: Tucker Dorey, Jr.  
ChairmanBy: [Signature]  
CommissionerBy: [Signature]  
CommissionerBy: [Signature]  
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Commissioner

## City of Foley, AL

Signature Copy

Resolution: 13-0270-003

File Number: 13-0270

Enactment Number: 13-0270-003

Resolving Resolution No. 13-0270-003 and Authorizing the Mayor to Enter into An Extraterritorial Subdivision Jurisdiction Agreement

WHEREAS, On September 17, 2013 under existing Resolution No. 13-0270-003 the resolution did not include the legal description that was the basis for the Extraterritorial Jurisdiction and must be amended, and

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under existing Act 2013-297 that allows and encourages counties, cities, and planning commissions to enter into an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the City of Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Repeals Resolution No. 13-0270-003 that is attached.

SECTION 2: Authorizes the Mayor to enter into an Extraterritorial Subdivision Jurisdiction Agreement as attached and make a permanent part of this resolution, to include Exhibits "A" and "B".

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

PASSED, APPROVED AND ADOPTED this 16th day of July, 2013.

City of Foley, AL

Page 1

Printed on 8/2/13

File Number: 13-0270

Enactment Number: 13-0270-003

President's Signature

Date

City Clerk

Date

City Clerk

Date



STATE OF ALABAMA  
COUNTY OF BALDWIN

RESOLUTION # 2013-073

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

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipality (hereinafter referred to as the "CITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY (hereinafter referred to as the "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 11-54-1, 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 of the county commission shall be subject to regulation and enforcement of the county commission 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 11-54-6 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 located in Baldwin County, Alabama, and described in Exhibit "B". Said extraterritorial planning jurisdiction may be amended 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 or otherwise transferred 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 lessening 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 of 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, 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 11-54-6, 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 mutual consent of the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION, whenever such modification or amendment is needed.
10. The parties hereby mutually agree that the Agreement entered into between the COMMISSION and the City of Foley, dated September 19, 1994, and styled "Amended Resolution for 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 date indicated below with the full intent and authority to bind the parties herein.

## SIGNATURE PAGES TO FOLLOW

## COMMISSION:

BALDWIN COUNTY COMMISSION

By: Tucker Dorey

Chairman

Municipality:

CITY OF FOLEY, ALABAMA

By: John E. Koster

Mayor

Municipal Planning Commission:

PLANNING COMMISSION OF THE

CITY OF FOLEY

By: David A. Thompson

Chairman

By: David A. Thompson

Chairman

By: David A. Thompson

Chairman

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By: David A. Thompson

Chairman

By: David A. Thompson

Chairman

## STATE OF ALABAMA

## COUNTY OF BALDWIN

I, David A. Thompson, a Notary Public in and for said County in said State, hereby certify that DAVID A. THOMPSON, who is Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. THOMPSON, who is Chairman of the PLANNING COMMISSION OF THE CITY OF FOLEY, ALABAMA, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, being informed of the contents of such instrument, he, as each officer and with full authority, executed the same voluntarily for and in the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this 11th day of July, 2013.

Notary Public, Baldwin County, Alabama

My Commission Expires: 11/22/2015

City of Foley, AL

Signature Copy

Resolution: 13-073-023

File Number: 13-073 Resolution Number: 13-073-023

Rescinded Resolution No. 13-073-023 and Authorize The Mayor To Enter Into An Extraterritorial Subdivision Jurisdiction Agreement.

WHEREAS, On September 17, 2013 under enabling Resolution No. 13-073-023 the resolution did not include the legal description that was the basis for the Extraterritorial jurisdiction and must be rescinded, and

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the City of Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Rescinds Resolution No. 13-073-023 that is attached.

SECTION 2: Authorizes the Mayor to enter into an Extraterritorial Subdivision Jurisdiction Agreement as attached and made a permanent part of this resolution, to include Exhibits "A" and "B".

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

PASSED, APPROVED AND ADOPTED this 1st day of July, 2013.

City of Foley, AL Page 1 Printed on 8/2/13

File Number: 13-073 Resolution Number: 13-073-023

President's Signature: Victoria Southern Date: 7-2-2013

Mayor's Signature: [Signature] Date: 7/2/2013

City of Foley, AL Page 2 Printed on 8/2/13

Resolution No. 2013-023

Authorizing the Mayor to Enter Into an Extraterritorial Subdivision Jurisdiction Agreement

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the City of Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to enter into an ETJ Agreement as attached and made a permanent part of this resolution.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

City of Foley, AL Page 2 Printed on 8/2/13

File Number: 13-073 Resolution Number: 13-073-023

President's Signature: Victoria Southern Date: 7-2-2013

Mayor's Signature: [Signature] Date: 7/2/2013

City of Foley, AL Page 2 Printed on 8/2/13

Resolution No. 2013-023

Authorizing the Mayor to Enter Into an Extraterritorial Subdivision Jurisdiction Agreement

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the City of Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to enter into an ETJ Agreement as attached and made a permanent part of this resolution.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

City of Foley, AL Page 2 Printed on 8/2/13

File Number: 13-073 Resolution Number: 13-073-023

President's Signature: Victoria Southern Date: 7-2-2013

Mayor's Signature: [Signature] Date: 7/2/2013

City of Foley, AL Page 2 Printed on 8/2/13

Resolution No. 2013-023

Authorizing the Mayor to Enter Into an Extraterritorial Subdivision Jurisdiction Agreement

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the City of Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to enter into an ETJ Agreement as attached and made a permanent part of this resolution.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

City of Foley, AL Page 2 Printed on 8/2/13

File Number: 13-073 Resolution Number: 13-073-023

President's Signature: Victoria Southern Date: 7-2-2013

Mayor's Signature: [Signature] Date: 7/2/2013

City of Foley, AL Page 2 Printed on 8/2/13

Resolution No. 2013-023

Authorizing the Mayor to Enter Into an Extraterritorial Subdivision Jurisdiction Agreement

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the City of Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to enter into an ETJ Agreement as attached and made a permanent part of this resolution.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

City of Foley, AL Page 2 Printed on 8/2/13

File Number: 13-073 Resolution Number: 13-073-023

President's Signature: Victoria Southern Date: 7-2-2013

Mayor's Signature: [Signature] Date: 7/2/2013

City of Foley, AL Page 2 Printed on 8/2/13

Resolution No. 2013-023

Authorizing the Mayor to Enter Into an Extraterritorial Subdivision Jurisdiction Agreement

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the City of Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to enter into an ETJ Agreement as attached and made a permanent part of this resolution.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

City of Foley, AL Page 2 Printed on 8/2/13

File Number: 13-073 Resolution Number: 13-073-023

President's Signature: Victoria Southern Date: 7-2-2013

Mayor's Signature: [Signature] Date: 7/2/2013

City of Foley, AL Page 2 Printed on 8/2/13

Resolution No. 2013-023

Authorizing the Mayor to Enter Into an Extraterritorial Subdivision Jurisdiction Agreement

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the City of Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to enter into an ETJ Agreement as attached and made a permanent part of this resolution.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

City of Foley, AL Page 2 Printed on 8/2/13

File Number: 13-073 Resolution Number: 13-073-023

President's Signature: Victoria Southern Date: 7-2-2013

Mayor's Signature: [Signature] Date: 7/2/2013

City of Foley, AL Page 2 Printed on 8/2/13

Resolution No. 2013-023

Authorizing the Mayor to Enter Into an Extraterritorial Subdivision Jurisdiction Agreement

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

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the City of Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to enter into an ETJ Agreement as attached and made a permanent part of this resolution.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED this 17th day of September, 2013.

City of Foley, AL Page 2 Printed on 8/2/13

File Number: 13-073 Resolution Number: 13-073-023

President's Signature: Victoria Southern Date: 7-2-2013

Mayor's Signature: [Signature] Date: 7/2/2013

City of Foley, AL Page 2 Printed on 8/2/13

Resolution No. 2013-023



STATE OF ALABAMA  
COUNTY OF BALDWIN

## RESOLUTION # 2013-073

AGREEMENT BETWEEN  
THE BALDWIN COUNTY COMMISSION,  
THE CITY OF FOLEY  
AND THE  
PLANNING COMMISSION OF THE CITY OF FOLEY  
CONCERNING THE EXERCISE OF  
EXTRAJURISDICTIONAL PLANNING JURISDICTION  
AUTHORITY OVER SUBDIVISIONS

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE CITY OF FOLEY, an Alabama municipal corporation (hereinafter referred to as the "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 extrajurisdictional planning 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 extrajurisdictional 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 11-52-1, 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 extrajurisdictional jurisdiction, subject to applicable state law, and shall be subject to and enforceable by the county commission and to the extent of any 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 governing body of the municipality, 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 extrajurisdictional planning 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 extrajurisdictional planning jurisdiction of the MUNICIPAL PLANNING COMMISSION shall include all land depicted in Exhibit "A" and described in Exhibit "B". Said extrajurisdictional 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 extrajurisdictional planning jurisdiction, subject to applicable state law; provided, however, that if any part of a proposed subdivision lies within the extrajurisdictional 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, when 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 or conveyed, 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 extrajurisdictional planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, and not lying inside the corporate limits or extrajurisdictional planning jurisdiction of any other municipality in Baldwin County, provided that when 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 returned 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 extrajurisdictional 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 extrajurisdictional jurisdiction recognized by this Agreement, the parties hereby agree that such extrajurisdictional 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 extrajurisdictional jurisdiction in a given area, no such lands, any other remaining portion or portions of the extrajurisdictional 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 validly under the jurisdiction of the COMMISSION) in 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 jurisdiction of the MUNICIPALITY 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 become effective upon publication 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 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 City of Foley, dated September 19, 1993, and styled "Assented Resolution for 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 date indicated below with the full intent and authority to bind the parties hereto.

## SIGNATURE PAGES TO FOLLOW

## COMMISSION:

BALDWIN COUNTY COMMISSION

By: *Tucker Dorsey*  
Tucker Dorsey  
Chairman

## MUNICIPALITY:

CITY OF FOLEY, ALABAMA

## ATTEST:

By: *Michael E. Thompson*  
Michael E. Thompson  
City Administrator

By: *John E. Kolar*John E. Kolar  
Mayor

## MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE CITY OF FOLEY

By: *John A. Bigham*  
John A. Bigham  
Chairman

## STATE OF ALABAMA

## COUNTY OF BALDWIN

I, *Kari Crockett*, a Notary Public in and for said County in said State, hereby certify that *TUCKER DORSEY*, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and *DAVID A. Z. BREWER*, whose name as City 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 in the act of said commission on the day the same bears date.

Given under my hand and seal this *20th* day of *July*, 2013.

By: *John A. Bigham*  
John A. Bigham  
Notary Public, Baldwin County, Alabama  
My Commission Expires 11/22/2015

## STATE OF ALABAMA

## COUNTY OF BALDWIN

I, *Brandon M. Smith*, a Notary Public in and for said County in said State, hereby certify that *JOHN E. KOLAR*, whose name as Mayor of the CITY OF FOLEY, ALABAMA, and *Michael E. Thompson*, whose name as City Administrator of the CITY OF FOLEY, 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 in the act of said municipality on the day the same bears date.

Given under my hand and seal this *20th* day of *July*, 2013.

By: *Brandon M. Smith*  
Brandon M. Smith  
Notary Public, Baldwin County, Alabama  
My Commission Expires 11/22/2015

## STATE OF ALABAMA

## COUNTY OF BALDWIN

I, *Michael E. Thompson*, a Notary Public in and for said County in said State, hereby certify that *DAVID A. Z. BREWER*, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and *DAVID A. Z. BREWER*, whose name as City 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 in the act of said Planning Commission on the day the same bears date.

Given under my hand and seal this *17th* day of *July*, 2013.

By: *Michael E. Thompson*  
Michael E. Thompson  
Notary Public, Baldwin County, Alabama  
My Commission Expires 11/22/2015

## City of Foley, AL

Signature Copy

Resolution: 13-073-000

File Number: 13-0011

Record Number: 13-073-000

Recorded Resolution No. 13-073-000 and Authorizes The Mayor To Enter Into An Extrajurisdictional Subdivision Jurisdiction Agreement.

WHEREAS, On September 17, 2013, under existing Resolution No. 13-073-000 the resolution did not include the legal description that was the basis for the Extrajurisdictional Jurisdiction Agreement; and

WHEREAS, the Planning Commission has accepted extrajurisdictional jurisdiction over the regulation and enforcement of subdivisions in certain areas outside the City's corporate limits (hereinafter referred to as "ETJ"), in addition to exercising similar jurisdiction for those subdivisions located inside the City's corporate limits; and

WHEREAS, the City has annexed property that extends beyond the boundaries of the Planning Commission's ETJ; and

WHEREAS, the Alabama Legislature amended State law under enabling Act 2012-267 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ; and

WHEREAS, Baldwin County, the Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

- SECTION 1: Rescind Resolution No. 13-073-000 that is attached.
- SECTION 2: Authorizes the Mayor to enter into an Extrajurisdictional Subdivision Jurisdiction Agreement as attached and made a permanent part of this resolution, to include Exhibits "A" and "B".
- SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 1st day of July, 2013.

City of Foley, AL Page 1 Printed on 7/1/2013

File Number: 13-0011 Record Number: 13-073-000

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7-2-2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 2 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 3 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 4 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 5 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 6 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 7 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 8 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 9 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 10 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 11 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 12 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 13 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 14 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 15 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 16 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 17 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 18 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 19 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 20 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 21 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 22 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 23 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

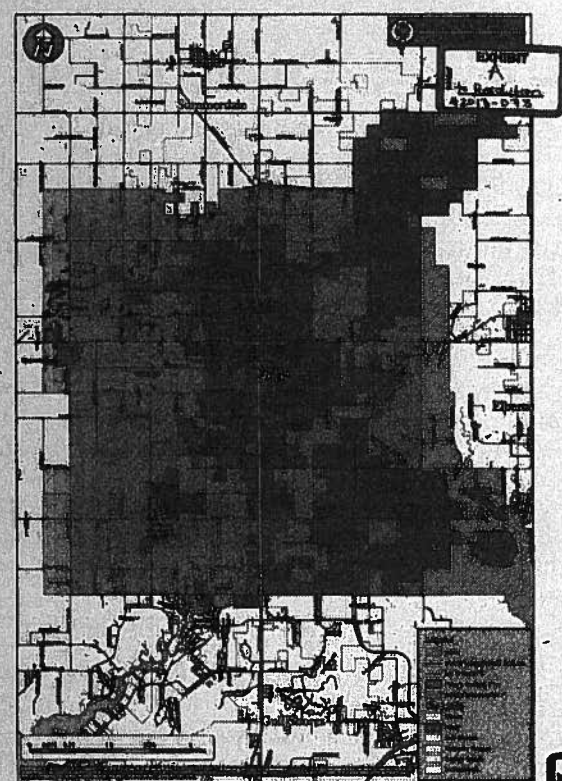
Mayor's Signature \_\_\_\_\_ Date 7/2/2013

City of Foley, AL Page 24 Printed on 7/1/2013

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

City Clerk \_\_\_\_\_ Date 7/2/2013

Mayor's Signature \_\_\_\_\_ Date 7/2/2013













STATE OF ALABAMA  
COUNTY OF BALDWIN

RESOLUTION # 2013-073

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

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

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 Baldwin County and all lying inside the corporate limits 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;

WHEREAS, Section 11-52-30, Code of Alabama 1975, provides, *inter alia*, that the extraterritorial 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 11-24-4 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, that if any part of a proposed subdivision lies within any portion of the extraterritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPALITY, no map or plat of any subdivision shall be recorded, and no property shall be sold, transferred or otherwise disposed of, until it has been first submitted to and approved by the MUNICIPAL PLANNING COMMISSION, pursuant to Section 11-52-30, Code of Alabama 1975, and then certified by 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.
3. The land subject to the provisions of this Agreement shall be automatically reduced from the extraterritorial jurisdiction of the COMMISSION, in no event shall the assumption of land from the effect of the extraterritorial jurisdiction of the MUNICIPAL PLANNING COMMISSION beyond the boundaries set forth in this Agreement. In the event assumption 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 assumed, will be extinguished, and the MUNICIPALITY's corporate limits will then extend to the extent of the MUNICIPALITY's jurisdiction for subdivision regulation in that area. To the extent assumption 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.
4. 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.
5. 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.
6. 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 and the MUNICIPALITY with state law. The parties acknowledge and agree that, pursuant to Ala. Code 11-24-4, this Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY, with the parties equally sharing the costs thereof.
7. It is expressly understood that this Agreement may be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION, whenever such modification or amendment is needed.
8. The parties hereby mutually agree that the Agreement entered into between the COMMISSION and the City of Foley dated September 19, 1993, and styled "Amended Resolution for 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

By: Tucker Dwyer, Chairman

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

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STATE OF ALABAMA

COUNTY OF BALDWIN

I, [Signature], a Notary Public in and for said County in said State, hereby certify that [Signature], Mayor of the City of Foley, Alabama, is signed to the following 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 last date.



City of Foley, AL

Signature Copy

Resolution: 13-0270-003

File Number: 13-0271

Document Number: 13-0270-003

Rescinded Resolution No. 5123-12 and Authorizes The Mayor To Enter Into An Extraterritorial Subdivision Jurisdiction Agreement.

WHEREAS, On September 17, 2013 under enabling Resolution No. 5123-12 the resolution did not include the legal description that was the basis for the Extraterritorial Jurisdiction and must be rescinded, and

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

WHEREAS, the City has unleased property that extends beyond the boundaries of the Planning Commission's ETJ, and

WHEREAS, the Alabama Legislature enacted State law under enabling Act 2013-297 that allows and encourages counties, cities, and planning commissions to come to an agreement on the planning commission's ETJ, and

WHEREAS, Baldwin County, the Foley Planning Commission and the City of Foley desire to enter into an ETJ agreement that amends the City of Foley's Planning Commission's ETJ.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

- SECTION 1: Rescinds Resolution No. 5123-12 that is attached.
- SECTION 2: Authorizes the Mayor to enter into an Extraterritorial Subdivision Jurisdiction Agreement as attached and made a permanent part of this resolution, to include Exhibits "A" and "B".
- SECTION 3: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 1st day of July, 2014.

City of Foley, AL

Page 1

Printed on 8/2/2014

File Number: 13-0271

Document Number: 13-0270-003

President's Signature

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City of Foley, AL

Signature Copy

Date 7-2-2014

City of Foley, AL

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