

COUNTY COMMISSION

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

ANU GARY Records Manager

MONICA E. TAYLOR Assistant Records Manager

August 5, 2014

www.baldwincountyal.gov

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 <u>copy</u>** 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/Gert. 8/ 1/2014 2:23 PM Total \$ 0.00 51 Pages



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, <u>Code of Alabama</u> 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., <u>Code of Alabama</u> 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 <u>Code of Alabama</u> 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

David A. Z. Prewer

County Administrator

ATTEST:

By: Michael L. Thompson

Its: City Administrator CLERK

VICKEY Southern

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

y: David A. Horton

Its: Chairman ROERICK BURKIE

STATE OF ALABAMA

COUNTY OF BALDWIN

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 23rdday of 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 3rd day of 3

2013.

Notary Public, Baldwin County

My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Supple , 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

Notary Public, Baldwin County, Alabama

My Commission Expires:

day of

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

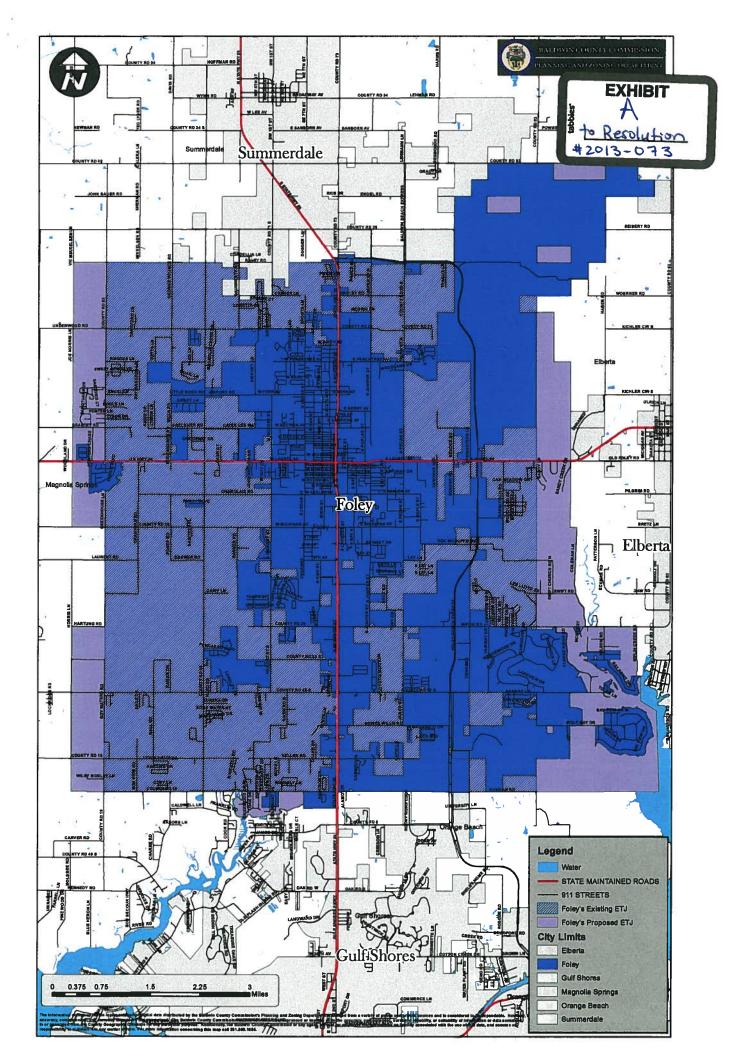




Exhibit "B" Proposed 2013 ETJ Area: Legal Description

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-ofway 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 rightof-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-ofway 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 quartermile 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-ofway; 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 rightof-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 quartermile 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.



City of Foley, AL

407 E. Laurel Avenue Foley, AL 36535

Signature Copy

Resolution: 13-0378-RES

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.

Enactment Number: 13-0378-RES

RESOLUTION NO. 5123-12

JA 1 1 - 13 - 18/1

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.

ohn B. Koniar, Mayor

Victoria Southern, CMC

~i____

AGENDA REQUEST FORM

DATE OF WORK SESSION:	9/17/12
DATE OF COUNCIL MEETING:	9/17/12
DEPARTMENT AND PERSON SUBMITT	FING ITEM:CDD - Miriam Boutwell
DESCRIPTION OF TOPIC: (who, what, v	when, where, why, and how much)
the extra-territorial jurisdiction for current ETJ so we are proposing ex- current limits. A new agreement	by logislative Act 2012-297 which changed certain aspects of resubdivision planning. The City had annexed outside of its expanding the boundary to a more logical area that includes out is required which will be signed by a City representative, a we and a County Commission representative.
DESCRIPTION FOR <u>PUBLISHED</u> AGEND	DA:
Discuss an extra-territorial Jurisdiction	on agreement for subdivision planning.
IS DOCUMENTATION ATTACHED (See	attached list): X Yes No
If item was previously approved unde documentation? Yes	er a Resolution or Ordinance have you included the number in the No N/A
Is a copy of the Resolution/Ordinano	ce attached? Yes No NA
SOURCE OF FUNDING:	
Please provide the amount requested	d;
Is this a budgeted item?	Yes No
Please provide the budgeted amount	t: \$ Account No
If budgeted, is this a capital purchase	e, capital project, or special fund?
Was this item included in the Fiscal Y	Year Capital Projects Plan? Yes No
If yes, please provide the amount inc	cluded in Capital Projects Plan: \$
4	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 "ETP"), 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.

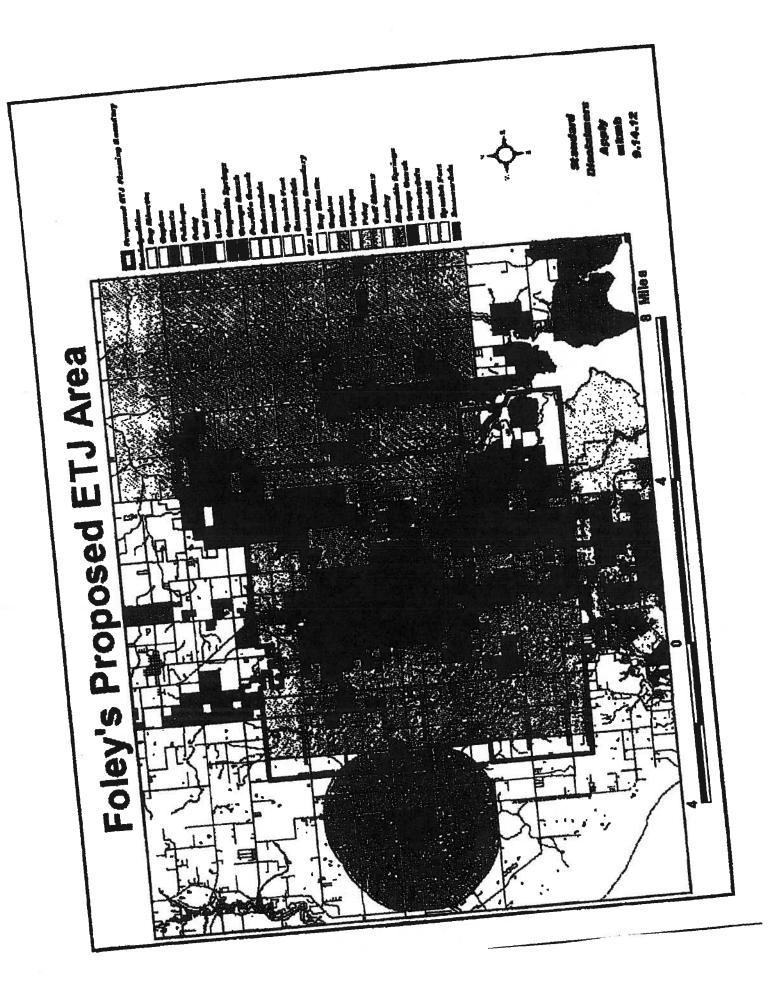
- Section 2. That this Agreement shall be binding on the parties hereto, and a copy may be recorded in the Real Property Records of Baldwin County Probate Judge.
- Section 3. Each individual, by signing below, represents and confirms that they have been authorized to execute this Agreement by a duly 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 C. Kowian
Its: Mayor
Date: 4/14/2012
Baldwin County, Alabama
a political subdivision of the State of Alabama
Ву:
Its:
Date:
City of Foley Planning Commission
Ву:
Its:
Date:

Attachments: Exhibit "A" - Map of Foley Planning Commission's new ETJ

Exhibit "B" - Legal Description of Foley Planning Commission's new ETJ



Agenda's for September 17 2012

inbox x

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Donna Pools All. Attached are the agendas for Tuesday, September 17, 2012 Wor

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 som 9:03 AM (32 minutes a

Mirlam 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 Aiston Street
Joley, AI 36335
251-251-1011 (Phone)
451-251-2444 (Fax)
mioni wellerityallaley.org

From: Donna Poole [mailto:dooole@cityoffolev.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



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, <u>Code of Alabama</u> 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., <u>Code of Alabama</u> 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 <u>Code of Alabama</u> 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.
- 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

BALDWIN COUNTY COMMISSION

Tucker Dorses County Administrator Its: Chairman

ATTEST:

By:

Its:

MUNICIPALITY:

COMMISSION:

Y OF FOLEY, ALABAMA

John E. Koniar

Michael L. Thompson City Administrator CLERK Mayor VICKEY Southern

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE CITY OF FOLEY

By:

David A. Horton
Chairman Romerick Burkle Its:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Key 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.

Oiven under my hand and seal this the _BY day of _______, 2013.

Notary Public, Baldwin County, Alabama
My Commission Expires: _______My Commission Expires 11/23/2015

STATE OF ALABAMA

COUNTY OF BALDWIN

I, NOME W. Name of the CITY OF FOLEY, 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

 $y \text{ of } \underbrace{\bigcirc V \setminus V}_{}$ 2013.

Netary Public, Baldwin County, Alabama

My Commission Expires: _

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 19, 2015
EQNOED THRU NOTARY PUBLIC UNDERWRITERS



STATE OF ALABAMA

COL	JNTY	OF	RAT.	סת	VTN
-	JIN I I	OI.	שמע	v	V 111.

I, MIRIAM BOUTHOLL, a Notary Public in and for said County in said State, hereby certify that DAVID A. HORTON, whose name as Charman 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. 3

My Commission Expires:

MOTARY PUBLIC STATE OF ALABAMANT LANGE MY COMMISSION EXPIRES: Jah 11, 2015 BONDED THRU NOTARY PUBLIC UNDERWRITERS

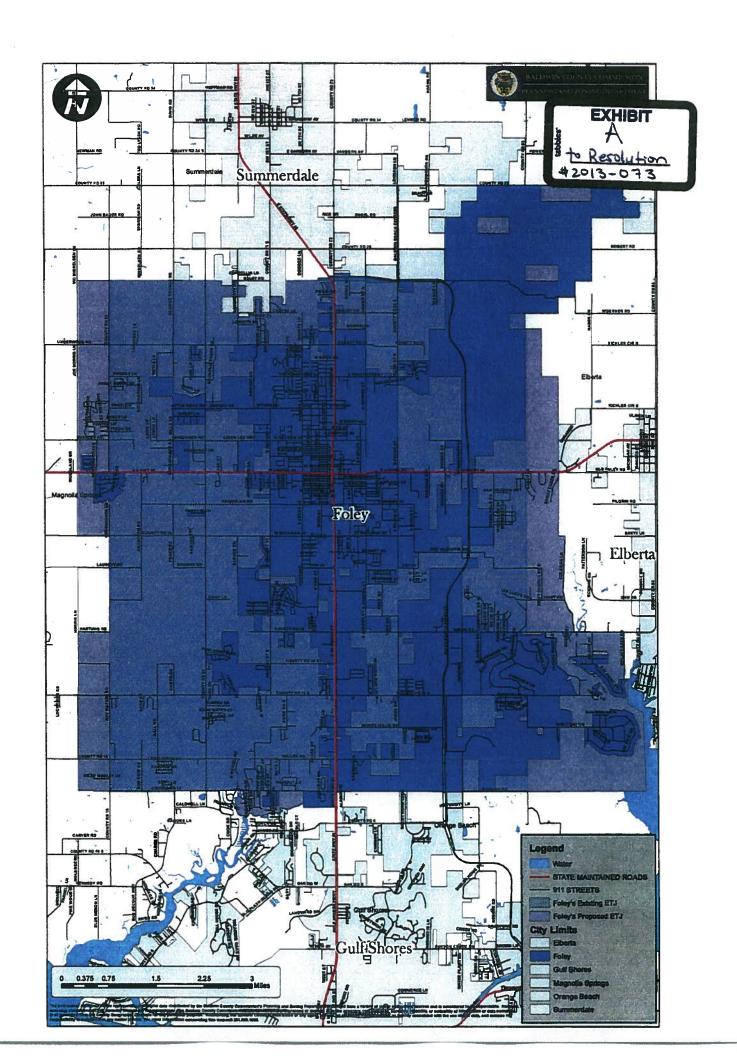




Exhibit "B" Proposed 2013 ETJ Area: Legal Description

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-ofway 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 rightof-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-ofway 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 Mislin 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 quartermile 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-ofway; 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 rightof-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 quartermile 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

-	ry of the South H f said Section 11 a		

RESOLUTION #2014-001

RESOLUTION TO CONFIRM CITY OF FOLEY PLANNING COMMISSION APPROVAL OF EXTRATERRITORAL 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:

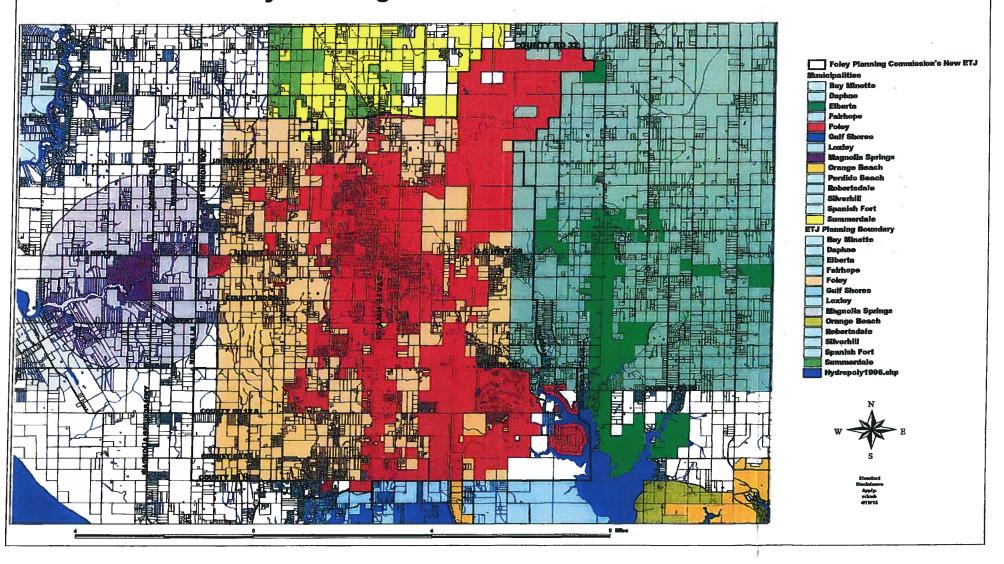
SECTION 1: Authorizes the Planning Commission Chairman to enter into an Extraterritorial Subdivision Jurisdiction Agreement to include Exhibits "A" and "B".

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

PASSED, APPROVED AND ADOPTED this	day of Jupe, 2014.	
Planning Commission Chairman's Signature:	LMSUL Date: 6/18/14	<u></u>
Recording Secretary's Signature: William	Ringler Date: 6/18/14	ł
	BALDWIN COUNTY, ALABAMA TIM RUSSELL PROBATE JUDGE Fladicest. 672672014 3:33 PM TOTAL \$ 27.00	



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



Proposed 2013 ETJ Area: Final Draft

Exhibit B To Resolution 2014-001

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-ofway 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 Ouarter 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 rightof-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-

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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 Bast: 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 quartermile 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 rightof-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 Bast 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 quartermile 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.

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(y)		Motary	Public
Mail Payment to: The Fairhop P.O. Box 54 Fairhope, Al	9	72900	
Affidavit: This is to certify the a advertisement appear the following newspare.	attached ured in	NOTARY PUBLIC	AMBER JEAN KIMBLE My Commission Expire April 10, 2018
Tuesday Publications:		TO STORY.	7 (2018
The CourierThe IslanderThe Foley OnlookerThe IndependentThe Baldwin Times			
Friday Publications:			
The Courier The Islander The Foley Onlooker		150	
The Independent The Baldwin Times			
Publication Date(s):	nel		
July 11 \$ 18, 20	<i>,</i> 7		
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Paid _Cash ____Unpaid AMBER JEAN KIMBLER My Commission Expires April 10, 2018

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RESOLUTION # 2013-073

AGREEMENT BETWEEN
THE BALDWIN COURTY COMMERSION,
THE CITY OF POLEY
FLANNING COSMISSION OF THE CITY OF FOLEY
CONCERNING THE RESECCES OF
EXTRATERISTORIAL PLANNING JUSTIMETRON
AUTHORITY OVER SUBDIVISIONS

HEREAS, the BALDWIN COUNTY COMMUSSION, the governing body of Baldwin labram, therebander referred; to as the "COMMUSSION"), the CITY OF FOLSY, an municipal corporation (hereinsider referred to as the "MUNICEPALITY"), and the IS COMMUSSION OF THE CITY OF FOLSY (hereinsider referred to as the PALI FLANNING COMMUSSION"), desire to enter into an agreement concerning the their respective planning jurisdictions estated the corporate limits of the AUTY: and

SREAS, the COMMISSION has the responsibility for the seview of subdivisions of fish Baddwin County lying outside the corporate limits of the municipalities in the 1 not lying inside the evidenterchrish jurisdiction of any municipal planning 5 in Baddwin County, and the MUNICIPAL PLANNING COMMISSION has appossibility for the review of subdivisions tocated in all land lying within the side of the MUNICIPALITY and its estratesthurial planning jurisdiction; and

Scotion 11-52-30, <u>Cade of Alebama</u> 1975, provides, inter afte, as of any numbeloal planning commission over the subdivision of incented in the numericality and all health ylang within five miles a located in any other numericality, subject to applicable state law, in or applicable state law, in

VIERRIAS, Alabama law provides that, if a sounty constitution has adopted parameter to Section 11-24-1, et see, Code of Alabama 1978, these as shall apply to the development of antidividence notation to constitute the constitution constitution to supplicable state law, the suffered to the second to the second of the second

ERGAS, Section 11-32-30 and Section 11-24-6 of the <u>Code of</u> a county commission and manicipal planning commission, subject was by resolution of the commission, the manicipality and described planning or all conditions of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the CO MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION do has as follows:

- The entrateminerial planning jurisdiction of the MUNICIPAL PLANN COMMESSION chall include all land depicted in Exhibit "A" and describ Haldhit "B". Said entratemitorial planning jurisdiction may be expended assendment of this Agreement or in accordance with applicable state law.
- 2. The MUNICIPAL PLANNING COMMISSION will exercise sole review and over all subdivision developments within the field extratestional planning jurisdic subject to applicable stee law, provided, however, that if any part of a pay subdivision lies within any portion of the extratestional planning jurisdiction of MUNICIPAL PLANNING COMMISSION, then the MUNICIPAL PLANNING COMMISSION will have responsibility for reviewed subdivision.
- 3. Unless otherwise provided or allowed by applicable state hw, where the MUNICIPAL PLANNING COMMISSION is responsible for the regulation and enforcement of a subdivision development within the territorial justificition of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPAL PLANNING COMMISSION, outside the corporate limits of the 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 11-22-32. Code of Alabama 1975, and than centified by the county engineer or his or her designee within 30 days of being justimition to the county engineer. Approval by the county engineer shall not constitute approval in lice of or on behalf of the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPAL PLANNING COMMISSION.
- The COMMISSION will enteroise review authority over all acted vision developments bying outside the computate limits of the MURRICIPALITY (and continuenthorial planning jurisdiction of the MURRICIPALITY (and continuenthorial planning jurisdiction of the MURRICIPALITY (and continuenthorial planning jurisdiction). All one in the computation of the computation of the continuenthorial planning jurisdiction of the COMMISSION and party in the planning jurisdiction of the COMMISSION and party in the planning jurisdiction of the COMMISSION and party in the planning jurisdiction of the COMMISSION and party in the planning jurisdiction of the MURRICIPALITY PLANNING COMMISSION. It still be the responsibility of the planning party of the planning of the MURRICIPALITY PLANNING COMMISSION to review and subdivision as discretized in turn 2 shows.
- Inheliation as described in them 2 shows.

 The lead subject to the provisions of this Agreement shall be automatically reduced upon the ameanties of said least or any portion thereof by a ministripality. In as event shall the amounties of land have the officer of increasing the contractive that parallelization of the MUNICIPALITY's composes limits into the extratemental parallelization congained by this Agreement, the parties hereby agree that such extrateritorial parallelization congained by this Agreement, the parties hereby agree that such extrateritorial parallelization, to the extent it is someted, will be extinct of the MUNICIPALITY's composes limits will then delication the subdivision regulation in that sees. To the extent sometestico does result in the reduction of the MUNICIPALITY's parallelization for subdivision regulation in that sees. To the extent sometestico does result in the reduction of the MUNICIPALITY's parallelization for subdivision regulation in that sees. To the extent sometestico does result in the reduction of the MUNICIPALITY's parallelization for subdivision regulation in that sees. To the extent sometestico does result in the reduction of the MUNICIPALITY's parallelization for subdivision regulation in that sees.
- Any provision of this Agreement to the contrary notwithnisming. In the case of any subdivision which has received approval from the COMMISSION prior to the date of this Agreement, the sume shall continue to be orbity under the jurisdiction of the COMMISSION as long as the approval remains effective or until the final plat is accorded for that particular development.
- This Agreement shall become effloative cases the COMMISSION, the MUNICIPALITY, and the MUNICIPAL FLANNING COMMISSION, each adopt a resolution approving the Agreement, and shall contenue in full fonce and efflort sutil such time as it is mutually shollished by the COMMISSION, or is determined by a proper sutherity to be invalid or isometistant with situal law. The parties acknowledge and agree that, pursuant to Abs. Cold: 11-24-4, the Agreement shall introvint, be published cases 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 expressify understood that this Agreement can be modified or animalist only by such minimal action of the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION, whenever such modification or accordance is needed.
- 10. The parties hereto matnelly agree that the Agreement entered into between the COMMISSION and the CEV of Poley, dated September 19, 1994, and option "Assessed Newbotton for Planning Anniciation" is hereby terminated and replaced

IN WITNESS WHEREOF, the parties have not their hands and scale, by and through the suthertood representatives, on the dates indicated below with the full intent and ty to bind the parties herein.

SIGNATURE PAGES TO POLLOW

BALDWIN COUNTY COMPARISION S. T. A. MUNICIPALITY: CITY OF POLEY, ALABAMA

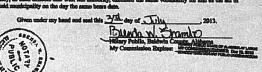
MUNICIPAL PLANNING COMME

STATE OF ALABAMA

1, Keyn Screen, a Notary Public in sed for said County in said hate, hereby certify that TUCKER DORREY, whose name as Chairman of the BALDWIN NOUNTY COMMISSION, and DAVED A. Z. BREWER, whose name as County Administrator for the BALDWIN COUNTY COMMISSION be governing budy if Bridderin Causty, Administrator for the BALDWIN COUNTY COMMISSION, the governing budy if Bridderin Causty, Administrator of the Batter of Alabama, are signed to the finegoling instrument and who se known to me, acknowledged before me on this day that, being informed of the consciss of said instrument, they in such officers and with fall sutherly, exceeded the same voluntarily for all as the act of said commission on the day the sums bears date.

COUNTY OF BALDWIN

I. Provide No. John S., a Notary Public in and for said County in said State, hereby certify that JOEP E. EDNAR, where name as Mayor of the CITY OF FOLEY, ALABAMA, and MCTAPET, STOPPICTOR, whose name as City Administrator of the CITY OF FOLEY, ALABAMA, and MCTAPET, STOPPICTOR, whose name as City Administrator of the CITY OF FOLEY, ALABAMA, are signed to the impeging instrument and who me known to man acknowledged before me on this day that, being influenced of the contents of such instrument, they, as such offices and with full authority, executed the same voluntarily for and as the set of said mentionality on the day the same bears date.



STATE OF ALABAMA COUNTY OF BALDWIN I. Description of the State of State of State of State of State of the PLANED CONTROL OF THE CENT OF THE STATE OF THE STAT City of Foley, AL er 17, 2012 under No. 5125-12 the - No. \$123-12 that fee

PASSED, APPROVED AND ADDPTED this 1st day of July, 2013. (OT 101) SELE Victorio Southern 7-2-2013 00 /2/2013

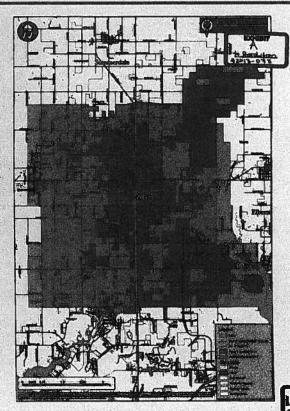
1 13 -11 THE MAYOR TO BUILD BUT AN EXTEN PORE HE IT RESOLVED ON the an Affirma SHOTOM II Anthonius the Mayor to color in a parament put of this resolution. SHOTOM 21 This Resolution shift becoming it. PASSED, ADOPTED AND APPROVED THE LYC m

NOW THEREFORE BE'IT RESCUED that the Planning Commission of the City of Foley,

SECTION Is: Authorizes the Planning Commission Coalessen to enter into an entertal Subdivision Astrodiction Agreement to include policies "A" and "B".

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RESOLUTION # 2013-073

AGREEMENT BETWEEN
HE BALDWIN COUNTY COMMISSION,
THE CITY OF POLEY
AND THE
HING COMMISSION OF THE CITY OF FOLEY
CONCENSURY THE EXERCISE OF
AUTHORITY OVER SUBDIVISIONS

AS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin as (heminather refurned to as the "COMMISSION"), the CITY OF FOLSY, as the long operation (heatenship refured to as the "MUNICIPALITY"), and the DAMMISSION OF THE CITY OF FOLSY (hestinather refurned to as the "ALNNING COMMISSION"), dealers to enter into an agreement concerning the respective planning jurisdictions contains the corporate limits of the

HEREAS, the COMMESSION has the responsibility for the seview of subdivisions of within Bathwin County lying outside the corporate limits of the ministipalities in the said say lying inside the extenteritorial jurisdiction of any municipal planning one in Bathwin County, and the MUNICIPAL PLANDING COMMISSION has impossibility for the seview of subdivisions located in all land lying within the limits of the MUNICIPALITY and its extenteritorial planning jurisdiction; and

Section 11-53-30, <u>Code of Alabama</u> 1975, provides, *inser alla*, that the of any assisting planning commission over the subdivision of land shall said in the numblepsity and ell leaf tying within five miles of the located in any other numelepsity, subject to applicable sizes law, including, applicable local legislation; and

led to, any appreciation of the country commission has adopted pursuant to Section 11-24-1, et seq., Code of Alabama 1975, these shall apply to the development of authorisions contribe the corporate y and the entratoritorial jurisdiction, subject to applicable state law, and enforced in the same manner and to the same outset as other and enforced in the same manner and to the same outset as other and other country; and

NOW, THEREFORE, BE IT RESOLVED that the COMM MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION do hands:

- The MUNICIPAL PLANNING COMMISSION will necessive sole review authority over all subdivision developments within its said extratestrated planning jurisdiction subject to applicable state law; provided, however, that if any part of a propose subdivision lies within any portion of the extenteritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, then the MUNICIPAL PLANNING COMMISSION and not the COMMISSION will have responsibility for seview of
- Unless otherwise provided or allowed by applicable state law, where the MUNICIPAL FLANNING CORMERSION is responsible for the regulation and enfluenment of a subdivision development within the tentificial jurisdiction of the MUNICIPAL PLANNING CORMISSION outside the corporate limits of the MUNICIPAL PLANNING CORMISSION outside the corporate limits of the MUNICIPALITY, so may or pist of any subdivision shall be recorded, and no property shall be sold referenced to the map or pist, until and unless it has been first submitted to and approved by the MUNICIPALITY LANNING COMMISSION, pursuant to Scotton 11-22-32. 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, Approval by the county engineer shall not constitute expressed 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 bying outside the corporate limits of the MUNICIPALITY and extratemental planeing jurisdiction of the MUNICIPAL PLANMING COMMISSION, and on lying inside the corporate limits or extratemental jurisdiction of any other municipality in Buldwin County; provided that where a proposed subdivision lies party in the planning jurisdiction of the COMMISSION and party in the planning jurisdiction of the COMMISSION and party in the planning jurisdiction of the COMMISSION and party 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.
- The land subject to the provisions of this Agreement shall be estimatically reduced upon the summation of said land or any portion themor' by a municipality. In no event shall the estensisties of and have the effect of the lenessing the contractmental jurisdiction of the MUNICIPAL PT.ANNING COMMISSION beyond the boundarion of first first in this Agreement. In the event ammention engages the MUNICIPALITY coopers time to the agreement of the summation engages the third the property of the state o isdiction in a given uses, as set forth here

- 8. This Agreement shall become efflorive once the COMMISSION, the MUNICIPALITY, and the MINICIPALI FLANNING COMMISSION, each atops a resolution appareing the Agreement, and thail continue in full flows and efflor utilities on time agreement of Agreement, and thail continue in full flows and efflor utilities on time as it is mutually abolished by the 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 furthwish be published once a week for two consecutive weeks in a newspaper of general choustsion in both the County and the MUNICIPALITY, with the puries equally sharing the coarts ferror.
- B is expressly understood that this Agreement on to modified or amended only by such assumed online of the COMMESSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMESSION, whenever such modification or
- 10. The parties hereto mutually egree that the Agreement entered into between the COMMESSION and, the City of Folloy, chaind September 19, 1995, and styled "Amended Resolution for Planning Jurisdiction" is hereby terminated and replaced

IN WITNESS WHEREOF, the parties have not their hands and scale, by and through the mitherized representatives, on the disters indicated below with the full briefs and ty to bind the parties herein.

SIGNATURE PAGES TO POLLOW

BALDWIN COUNTY OF ORGESTON William II CITY OF POLEY, ALABAMA

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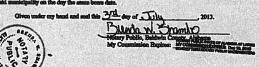
STATE OF ALABAMA

I, Service County in said State, berby certify that TUCKER DORSEY, whose same as Chairman of the BALDWIN COUNTY COMMESSION, and DAVID A. 2 BEWER, whose same as Chairman of the BALDWIN COUNTY COMMESSION, the governing body of Bathwin County, Administrator of the BALDWIN COUNTY COMMESSION, the governing body of Bathwin County, Administrator of the BALDWIN COUNTY COMMESSION, as a set ignot to the finespating instrument and who are known to ma, extraordedged before me on this day that, being influenced of the contents of such instrument, thoy, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same been date.

COUNTY OF BALDWIN

COUNTY OF INALAWAY

I. Parach to A Corden, a Notary Public in and for each County in said State, hearby centify that OOISH E. ECREAR, whose mane as leftyer of the CITY OF POLSY, ALABAMA, and AGCISTON. — THOSE Whose mane as City Astrojuments of the CITY OF POLSY, ALABAMA, and Registed to the integration interment and while are known to me, acknowledged better use on this day that, being influenced of the contents of such instrument, they, as such officers and with fall sufficiety, executed the same voluntately for and as the set of said manicipality on the day the same bown date.



STATE OF ALABAMA In the second se My Committee Courter Courter My Committee Courter Courter My Committee Courter Courter My Committee Courter Cour City of Foley, AL Polog. AL 00030

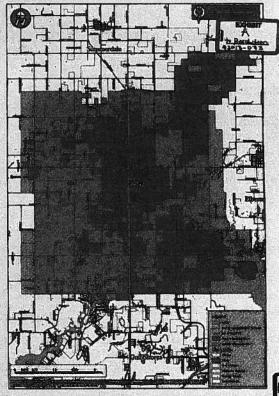
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ON TO COMPREM CITY OF POLICY STANDARDS COMMISSION APPROA MATERIATORA, STANDARDS OF AUGUSTON AMERICAN STANDARD STANDARD STANDARD OF THE COMPANY AMERICAN STANDARD OF THE COMPANY AND AUGUST AND AUGUST AND STANDARD STANDARD

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RESOLUTION # 2013-073

AGREEMENT BETWEEN
THE BALLWIN COUNTY COORDINATION,
THE CITY OF FOLKY
NAME OF THE CITY OF FOLKY
CONCESSION OF THE CITY OF FOLKY
CONCESSION OF THE CITY OF FOLKY CONCERNING THE EXERCISE OF EXTRATERRITORIAL PLANNING JURIS AUTHORITY OVER SUBDIVISION DICTION

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baldwin, Alabama (herehadier referred to se the "COMMISSION"), the CITY OF FOLEY, an anasolated corporation (permissible referred to as the "MUNICEPALITY"), and the NING COMMISSION OF THE CITY OF FOLEY (hordwinter referred to as the CIPAL FLANNING COMMISSION), desire to catter into an agreement concerning the of their respective plauning jurisdictions outside the corporate limits of the CIPALITY.

VHEREAS, the COMMISSION has the responsibility for the seview of subdivivibles Baidwin County lying outside the corporate limits of the numbelpailits and not lying inside the extratestricated jurisdication of any municipal ideas in Baidwin County, and the MUNICIPAL PLANNING COMMISSION or responsibility for the newtow of subdivisions located in all land lying we illuste of the MUNICIPAL PLANNING COMMISSION.

WHEREAS, Section 11-53-30, <u>Orde of Alabama</u> 1975, provides, *inter alia*, that the orial jurisdiction of any numicipal planning commission over the subdivision of land shall de all land boated in the numicipality and all land bying within five miles of the idjaility and not located in any other municipality, subject to applicable state law, inchaling,

WHEREAS, Alabama inw provides that, if a county commission has adopted subdivision one pursuant to Scotion 11-24-1, et seq., Code of Alabama 1975, those subdivision one shall apply to the development of subdivisions controlle the corporate limits of a sality and the extraceritorial introductor, subject to applicable state law, and shall be d and embrered in the same measure and to the same extent as other subdivision ment governor by the subdivision regulations of the county; and

WHEREAS, Section 11-53-30 and Section 11-34-6 of the <u>Code of Alabama</u> de that a county commission and municipal plantales commission, subject to the approximant by resolution of the commission, the manicipality and the municipal plan generate by resolution of the commission, the manicipality and the municipal plan may enter into a written agreement providing that the munici-shall be responsible for the regulation and authorement of the de-within the extentionizedal justification of the municipal planning coun-t conditions of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the COMM MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION do besetve as follows:

- secritorial planning jurisdiction of the MUNICIPAL PLAN 190N shall include all land depicted in Exhibit "A" and describ 5". Said estimateritorial planning jurisdiction may be expended to of this American or accordance with prelicable state law.
- 2. The MUNICIPAL PLANNING COMBIBSION will encroise sole review authority over all subdivision developments within its said entertextional planning jurisdiction subject to applicable state here, provided, however, that if any part of a propose subdivision lies within any portion of the entrancetorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, then the MUNICIPAL PLANNING COMMISSION and not the COMMISSION will have responsibility for soriew of the composibility of the control of the co
- 3. Unless otherwise provided or allowed by applicable state law, when MUNICIPAL PLANNING COMMISSION is responsible for the regulation development within the territorial jurisdiction matrix. Planking Commissions a sequence in the commission of a subdivision development within the territorial jurisdictic MUNICIPAL PLANNING COMMISSION outside the corporate limit MCINCIPAL PLANNING COMMISSION outside the corporate limit MCINCIPALITY, on map or plat of any subdivision shall be recorded property shall be sold refluenced to the map or plat, until and unless it has submitted to and approved by the MUNICIPAL PLANNING COMM pursuant to Scotlen 11-52-52, Code of Alabama 1975, and then certified country outgineer or his or her designee within 30 days of being submitted country outgineer, Approval by the country sugment to a subdivision deveroped or or no behalf of the MUNICIPALITY with respect to a subdivision development of the MUNICIPALITY with respect to a subdivision development.
- The COMMISSION will exercise review authority over all subdivision developments bying outside the corporate limits of the MUNICIPALITY and extratemined planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, and not lying inside the corporate limits or extrateminedal planning jurisdiction of any other municipality in Buldwin Country, 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.
- The base outlies to the provisions of this Agreement shall be automatically reduced upon the manuscriton of said land or say portion thereof by a memicipality, he no event shall the ammentation of hald have dor say portion thereof by a memicipality, he no event shall the ammentation of hand have the efflort of horosaking the extratestriburial jurisdiction of the MUNICIPALITY of the property of t extent assecution does result in the reduction of the MUNICH hal jurisdiction in a given area, as set forth herein, any other ortions of the extraterritorial jurisdiction shall remain unafficated
- A copy of this Agreement, including the map delineating the respective pleaning installections of the COMMISSION and the MUNICIPAL PLANNING COMMISSION for the currents 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 monotion approving the Agreement, and shall continue in full force and effect until such time as it is mentally sholished by the COMMISSION, the MUNICIPALITY and the MUNICIPALITY of the representation of the proper sufferity to be invalid or inconsistent with state law. The parties acknowledge and agree their, personnt to Abs. Code 11-24-4, the Agreement shall forthwish be published once a week for two consensates weeks in a invapage of general circuitation in both the County and the MUNICIPALITY, with the parties equally shaking the count derect).
- 10. The purities hearto mutually agree that the Agreement entered into between the COMMISSION and the City of Poley, duted September 19, 1995, and styled "Amended Resolution for Planning Jurisdiction" is hereby terminated and replaced by this Agreement.

IN WITHERS WHEREOF, the painter have not their hands and, seals, by and through the authorized regimensistives, on the dates indicated below with the full intent and ty to bind the nation herein.

SIGNATURE PAGES TO POLLOW

COMMISSION:

O S Biet w MUNICIPALITY:

MUNICIPAL PLANNING COMMI

COUNTY OF BALDWIN

I, Ketz L Savella.

a Notary Public in said for each County in said Steen, bereby certify that TUCKER DORSEY, whose name as Chairman of the BALDWIN COUNTY COMMUSERON, and DAVID A. Z. BREWER, whose name as County Administrator of the BALDWIN COUNTY COMMUSERON, the powering body of Baldwin County, Administrator of the BALDWIN COUNTY COMMUSERON, the powering body of Baldwin County, Administrator of the BALDWIN COUNTY COMMUSERON, are signed to the furupating instrument and who are known to me, acknowledged before one on this day that, bridge informed of the contents of such instrument, they, as such officers and with full methodity, executed the same voluntarily for and as the said of stid commission on the day the name beam date.

Notery Public, Baldwin County, Alabama My Commission Engines: 4th County

COUNTY OF BALDWIN

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COUNTY OF BALDWIN I. Describe to the property of me and and this 17 day of Jiney

City of Foley, AL

PASSED, APPROVED AND ADDPTED Bits 1st day of AAy, 2013.

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00 1/2/2013

Date 7-2-2013

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Sull Hotel, Mayor

D. ADOPTED AND APPROVED THIS 17th di

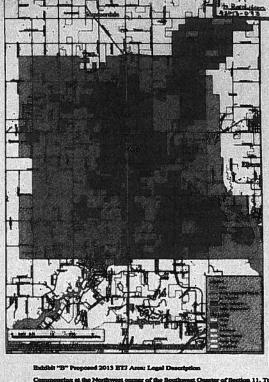
LUTION TO CONTINU CITY OF POLITY PLANNING COMMISSION APPROVA EXTRATERITORAL SUBDIVISION AUGISTICATION AGRESMENT ALS GITTS, APPROVED BY MAYOR & COUNCIL ON JULY 2, 2018.

MERSAS, on July 3, 2018 Mayor & Council approved Resolution #15-0876 or proposed byte-Scripp Agreement for Subdivisions with Baldwin County, and

SECTION 2: Authorises the Planning Commission Chairman to enter late an external Subdivision Jurisdiction Agreement to Include Edition "A" and "b".

PhiDI Dans 6/10/14

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Township 7 South, Kange 4 East; thesee continue South along the Western boundary of the Bast Half of the Northerns Quanter of said Section 10 to a point on an unusued right-of-way; thesee West approximately 130 fact to the Northern boundary of the Folsy-Beach. Express right-of-way; thesee West approximately 130 fact to the Northern boundary of the Folsy-Beach. Express right-of-way approximately these shurths of a sulle to a point on the Eastern boundary of Section 9, Township 7 South, Range of East; themse continue Northwesterly slong, said Northern boundary of the Folsy-Beach Repress right-of-way approximately half a sail be to a point on the Western boundary of the Bolly-Beach Repress right-of-way approximately half a sails to a point on the Western boundary of the Bolly-Beach Repress right-of-way approximately half a sails of a point, themse both the both approximately 250 forts on a point, themse both both approximately 250 forts to a point, themse both approximately 250 forts to a point, themse Beatern Spirot-of-way of County Read 73 spirot-of-way approximately 250 fort to a point, themse Beatern Spirot-of-way of County Read 73 approximately 250 fort to a point, themse Beatern Spirot-of-way of County Read 73 approximately 250 fort to a point, themse Beatern Spirot-of-way of County Read 73 approximately 670 fort to a point on the Restorm Spirot-of-way of County Read 73 approximately 670 fort to a point on the Restorm Spirot-of-way of County Read 73 approximately 670 fort to a point on the Restorm Spirot-of-way of Spirot-Of-way approximately 570 fort to a point on the Restorm Spirot-of-way of County Read 73 approximately 670 fort to a point on the Restorm Spirot-of-way of Spirot-Of-way approximately 570 fort to a point on the Restorm Spirot-of-way of Spirot-Of-way approximately 13 fort to a point on the Restorm Spirot-of-way of Spirot-Of-way approximately 570 fort to a point on the Restorm Spirot-of-way of Spirot-Of-way approximately 570 fort to a point spirot-of-way of Spirot-Of-way approximately 570 fort t

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

RESOLUTION # 2013-078

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE CITY OF FOLLY
NAME COMMISSION OF THE CITY OF FOLLY
CONCERNING THE EXERCISE OF
PARTERENTORIAL PLANNING JURISDICTION
AUTHORITY OVER SUBDIVISIONS

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Buldwin, Alabama (Bereinsster reflected to as the "COMMISSION"), the CITY OF FOLEY, as a manifold corporation (bereinsfor reflected to as the "AUNICEPALITY"), and the MINO COMMISSION OF THE CITY OF FOLEY (bereinsfor priered to as the CEPAL FLANDING COMMISSION"), desire to enter into an agreement conserming the second commission of the CEPAL FLANDING COMMISSION"), desire to enter into an agreement conserming the desire of the CEPAL FLANDING COMMISSION").

THE CONTRIBUTION AND THE PROPERTY OF THE PROPE

EAS, Section 11-52-30, <u>Onde of Alabama</u> 1973, provides, *tater* afta, the flotten of any numerical planning commission over the subdivision of intend of located in the municipality and all lead bying within five niles of all not control in any other municipality, subject to applicable state law, inchest, any sublished local leablaters and

EUREAS, Alabama her provides that, if a county-commission has adopted presument to Scotion 31-24-1, et seq., Cofa of Alabama 1975, those shall apply to the development of arbdivisions outside the corporate by and the outsearchorist jurisdiction, subject to applicable state law, and extraord to the man extract so other

WHEREAS, Section 11-52-30 and Section 11-24-6 of the <u>Code of Alaba</u> for a county constraint and montelpal planning commission, subject to the up present by resolution of the commission, the municipality and the municipal

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

- MENICIPAL FLANNING COMMISSION is responsible for the registation and enforcement of a subdivision development within the intributial particulation of the MENICIPAL PLANNING COMMISSION outside (the corporate limits of the MENICIPAL PLANNING COMMISSION) outside (the corporate limits of the MENICIPALITY, on map or plat of any subdivision istail be recorded, and no property shall be sold reflected to the map or plat, until and unless it has been first submitted to and approved by the MUNICIPAL PLANNING COMMISSION, pursuant to Scotlon 11-52-52, 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 or his or her designee within 30 days of being submitted to the county engineer or his or her designee within 30 days of being submitted to the county engineer or his or her designee within 30 days of being submitted to the county engineer or his or high results of the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPALITY ANNING COMMISSION.
- 4. The COMMESSION will exemise review authority over all subdivision developments lying outside the corporate limits of the MUNICIPALITY and extratectional planning jurisdiction of the MUNICIPAL PLANNING COMMESSION, and not lying inside the corporate limits or extratectional planning jurisdiction of any other municipality in Baldwin county; provided that where a proposed subdivision like partly in the planning jurisdiction of the COMMESSION and partly in the planning jurisdiction of the COMMESSION and partly in the planning jurisdiction of the MUNICIPAL PLANNING COMMESSION 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 suncestion of said land or any portion thereof by a municipality. In no event shall the amenation of land have the effect of lineasing the centratershread jurisdiction of the MUNICIPAL PLANNING COMMISSION beyond the boundaries set forth in this Agreement, in the event amenation engageds the MUNICIPALTY occuprates limits into the extratershread jurisdiction recognized by this Agreement, the particle hereby agree that much extratershreads jurisdiction, to the circuit it is emmand, will be extinguished, and the MUNICIPALTY's corporate limits will then delineate the extrate of the MUNICIPALTY's indication for subdivision requisition in the area. To the circuit of the MUNICIPALTY's justification for addivision requisition in the area. To the circuit canonication does result in the reduction of the MUNICIPALTY's justification for the head, any other remeiting

- This Agreement shall become effective come the COMMISSION, the MUNICIPALITY, and the MUNICIPAL FLANNING COMMISSION, each adopt a resolution agreewing the Agreement, and shall continue in full fince and effect until such time as it is mutually shell-fined by the COMMISSION, or is determined by a proper authority to be inveiled or issuminate with state law. The parties acknowledge and agree that, pursuant to Ala. Com 11-24-4, this Agreement shall furthwish be published once a week for two commontority weeks in a newspaper of general circulation in both the County and the MUNICIPALITY, with the purious equality sharing the costs thereof.
- ties henote mutually agree that the Agreement entered into between the SSBON and the City of Poloy, dated September 19, 1995, and styled and Resolution for Planning Judicitation" is brothy terminated and replaced

SIGNATURE PAGES TO POLLOW

STATE OF STATE OF

CITY OF POLEY, ALABAMA

STATE OF ALABAMA

It is not forced.

It is presented to the TUCKER DOSSETY, whose manual is Chalman of the BALDWIN COUNTY COMMONSSION, and DAVID A. Z. BESTYPER, whose manual is Chalman of the BALDWIN COUNTY COMMONSSION, the preventing body of Baldwin Co. Try. Administration of the BALDWIN COUNTY COMMISSION, the preventing body of Baldwin Co. Try. Administration of the BALDWIN COUNTY COMMISSION, are eighted to the Broggading instrument and who are known to me, acknowledged before me on this day that, being influenced of the contents of match instrument, they, as much officers and with full entherty, occurred the same voluntarily furnit in the net of add commission on the day the same day.

I. PROVIDENT AND ACTION , a Notany Public in said for said County in said State, heavily certify that JOHN E. ECHARA, whose mane as Mayor of the CHY OF POLEY, ALABAMA, and MEDISTRATE, "STREET COUNTY OF POLEY, ALABAMA, and MEDISTRATE, "STREET COUNTY OF POLEY, ALABAMA, and MEDISTRATE, "STREET COUNTY OF POLEY, ALABAMA, and SIGNATION OF STREET COUNTY OF POLEY, ALABAMA, and MEDISTRATE STREET COUNTY OF POLEY, ALABAMA, and MEDISTRATE STREET COUNTY OF POLEY, ALABAMA, and MEDISTRATE STREET, ALABAMA, ALABAMA, AND ALABAMA,





STATE OF ALABAMA

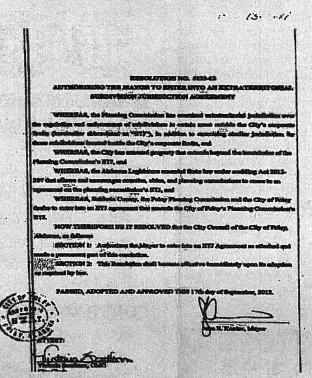
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City of Foley, AL

Polog, At. 20235

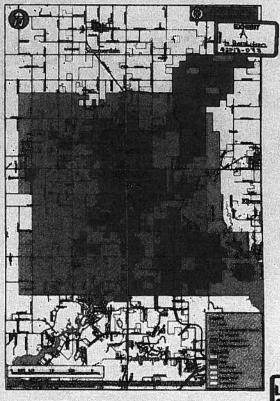
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n to Compuse City of Polity Planning Commission Approva Territorial Subdivision Purishe, for Agreement #18-0878, Approvid by Mayor & Council on July 2, 2012.

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RESOLUTION # 2013-073

AGREGART BETWEEN
LPAYN COUNTY COMMISSION,
THE CITY OF FOLEY
AND THE
DEMNISSION OF THE CITY OF FOLEY
ERRORS THE EXERCISE OF
FTORIAL PLANNING AUGUSTICION
ENTERS OF THE STREETS

ITORIAL PLANN IORITY OVER SE WHEREAS, the BALDWIN COUNTY COMMESSION, the governing body of Baldwin, Alabama (Incestrative referred to see the "COMMESSION"), the CITY OF FOLEY, on an americal composation (Investments referred to as the "MUNICIPALITY"), and the RING COMMESSION OF, THE CITY OF FOLEY (Investment referred to as the RING COMMESSION OF, THE CITY OF FOLEY (Investment referred to as the RICHAL IVANIONIC COMMESSION), done to center into an agreement concerning the off their respective planning jurisdictions estable the composite limits of the

WHEREAS, the COMMISSION has the concentration for the seview of subdivisions of y within Beldwin County lying oxiside the corporate limits of the municipalities in the and not lying inside the extraordical justification of any municipal planning seions in Budwin County, and the MUNICIPAL PLANNING COMMISSION has reasonability for the previow of subdivisions located in all land lying within the law reasonability for the previow of subdivisions located in all land lying within the

WHEREAS, Scotion 11-52-30, Code of Aleksems 1975, provides, inner after that the fail-particulation of any numerical planning commission over the subdivision of land shall a sill land located in the numericality and all land lying within five miles of the pailty and not located in any other numericality, subject to applicable state law, including, illmited to, any applicable local legislation; and

EERAS, Alshama haw provides that, if a county commission has adopted subdivision pursuant to Section 11-26-1, et seq. Code of Alshama 1975, these sinkerhiem shall apply to the development of subdivisions contribe the corporate limits of a shall entrancement jurisdiction, authors to applicable into law, and shall be and embrood in the same meaner and to the same extent as other subdivision at governed by the subdivision regulations of the county, and

WHEREAS, Section 11-52-30 and Section 11-24-6 of the <u>Code of Alabama</u> is that a county commission and manicipal planning commission, subject to the appro-present by resolution of the commission, the manicipality and the manicipal plaiding that the manu-decement of the de-

- The MUNICIPAL PLANNING COMMISSION will execute note review authority over all subdivision developments within its said actinization planning jurisdiction authority applicable state law; provided, however, that if any part of a propose subdivision lies within any portion of the extraordinal planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, does the MUNICIPAL PLANNING COMMISSION will have responsibility for sorious of the commission will have responsibility for sorious of the commission of the commission will have responsibility for sorious of the commission of the commissi
- MENICIPAL FLANNING COMMISSIONAY I represent visiting the territoriest jurisdiction of the MENICIPAL PLANNING COMMISSION outside the corporate litmits of the MENICIPAL PLANNING COMMISSION outside the corporate litmits of the MENICIPALITY, no map or plat of any subdivision shall be recorded, and no property shall be void refluenced to the map or plat, entil and unless it has been first submitted to and approved by the MUNICIPAL PLANNING COMMISSION, pursuant to Southon 11-52-32, [Code of Alshama 1975, and then certified by the county engineer or his or her designes within 30 days of being submitted to the county engineer or his or her designes within 30 days of being submitted to the county engineer or his or MUNICIPALITY with respect to a subdivision development regulated and embrood by the MUNICIPAL PLANNING COMMISSION.
- The COMMISSION will execute review authority over all subdivision developments lying outside the corporate limits of the MUNICEPALITY; and extratestivated planning jurisdiction of the MUNICEPALITY; and extratestivated planning jurisdiction of the MUNICEPALITY. EARNING COMMISSION, and not lying inside the corporate limits or extratestivated planning jurisdiction of any other numicipality 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 MUNICEPAL PLANNING COMMISSION, it shall be the responsibility of the MUNICEPAL PLANNING COMMISSION to review said subdivision as described in item 2 above.
- ntion, to the extent it is a

- This Agrounds shall become effective once the COMMISSION, the MUNICIPALITY, and the MUNICIPAL FLANNING COMMISSION, each adopt a resolution approving the Agreement, and shall continue in full faces and effect until such time as it is mutually shellished by the COMMISSION, the MUNICIPALITY and the MUNICIPAL FLANNING COMMISSION, or is determined by a proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pursuant to Als. Code II-24-6, this Agroement shall fortirethin be published cannot a week far two consecutive weeks in a newspaper of (general elecutation in both the Cunnty and the MUNICIPALITY, with the parties equally sharing the cools thereof.
- next can be modified or amended only by SEON, the MUNICIPALITY and the
- perties hereto mutually agree that the Agreement entered into between the BGSSION and the City of Febry, deted September 19, 1995, and atyted anded Resolution for Flaming Jurisdiction." In hereby terminated and replaced

SECNATURE PACES TO POLLOW

BALDWIN COUNTY OOM DESSON State S

MINICIPALITY. CITY OF POLEY, ALABAMA

MUNICIPAL PLANNING COMM

STATE OF ALABAMA COUNTY OF BALDWIN

I. Noter, Science.

A Notery Public in and for said County in said State, heavily cortify that TLICKER DURSHY, whose same as Chairman of the BALDWIN COUNTY COMMISSION, and BAVID A. Z. BERWER, whose same as County Administrator of the BALDWIN COUNTY COMMISSION, the governing body of Baidwin County, Alabuma, a political endoiristion of the State of Alabuma, an eignoir to the Engaging instrument and who are known to me, acknowledged before me on this day that, being influenced of the contents of made instrument, they, as such officers and with full substity, accessed the same voluntarily the met as the set of side commission on the skey the same beam date.

red under my hand and seal this the 23th tay of Manha Men Glason Notary Public, Baldwin County, Alabama

COUNTY OF BALDWIN

I, Provide N. Schreiby, a Notary Public in and for said County in said State, heathy certify that JOHN E. KONAR, whose name as Mayor of the CITY OF POLSY, ALABAMA, and MCTHART, 1999-1990-1901, whose name as City Augustanear of the CITY OF FOLEY, ALABAMA, and injusted in the imagening instrument and wide see known to ma, enknowledged better me on this day that, being informed of the outsides of each instrument, they, as such offices and with fall authority, concured the same volumently fir and as the set of said municipality on the day the same beam date.





STATE OF ALABAMA

COUNTY OF BALDWIN

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City of Poley, AL

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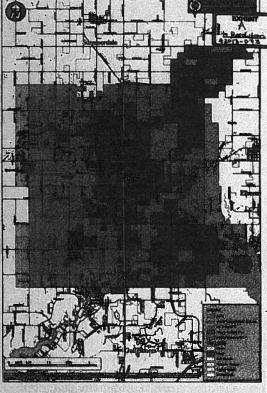
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SELVICEN TO CONFIRM CITY OF PUBLIFICAMENTS COMMISSION APPROVA EXTRACTER/POPULI RESOURCED AUSTRICATOR ASSESSMENT 619-6978, APPROVED BY MANCE & STEWEL ON JULY 2, 2015.

ERRIES, the Plenning Commissions has entreized or and enforcement of installation in capita areas or or subtractions as "ETF" in addition to council a located makin the City's completed limits, and

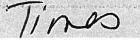
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Einst of the Northeast Quanter of said Saution 10 to a point on an unusual right-new West approximately 150 first to the Northean boundary of the Foldy-Beart right-of-way; thance Northwesterly along said Northean boundary of the Poldy-Beart sugares right-of-way approximately than-Dautho of a mile to a point on the boundary of Saution 8, Township 7 Sauth, Range 4 Hasti; thence continue startly along said Nostens boundary of the Poldy-Beach Express right-of-way sately half a mile to a point on the Western boundary of the Best Half of said of themoe West along said Nostens boundary of the Poldy-Beach Express right-of-way sately half a mile to a point on the Western boundary of the Best Half of said of themoe West along said Nostens boundary of the Poldy-Beach Express right approximately a quanter-entite to a point; theone North approximately 250 for to general tracking the Sauth Sauth Sauther Sauthe fast to a point; themoe West approximately 1,000 fast to a point on the lisatem boundary of faccitos 7, Towessiby 7 Bouch, Range 4 Bast; themoe South along the Baston boundary of said Section 7 approximately a quarter-sails to the Southwater occare of said Section 7 approximately St But to a point on the Bast themoe South along the Baston Boundary of said Section 7 approximately \$50 fast to a point on the Bast side of Weodmont Subdivision; themoe North approximately 4 quarter-sails to a point themoe South approximately a quarter-sails to a point to a point approximately a quarter-sails to a point on the Southern boundary of said Section 7 and be western side of Weodmont Subdivision; themoe West along the Southern boundary of said Section 7 and to Western side of Weodmont Subdivision; themoe West along the Southern boundary of point themoe West approximately \$22 fast to a point on the center of the sight-of-way of Daugherry Road; themoe North along the centerion of Daugherry Road; themoe North along the to extend the Southern boundary of said Section 7; themoe West along the Southern boundary of said Section 7 approximately \$45 flow to a point of the Southern boundary of said Section 8; themoe West along the Southern boundary of said Section 7; themoe West along the Southern boundary of said Section 7; themoe West along the Southern boundary of said Section 7 approximately \$40 flow to a point of the content of the sight-of-way of Daugherry Road; approximately \$40 flow to a point of the content of the sight-of-way of Daugherry Road; themoe West approximately \$40 flow to a point; themoe West approximately \$40 flow to a point; themoe West approximately \$40 flow to a point of the Content of the sight-of-way of Daugherry Road; themoe West approximately \$40 flow to a point; themoe West a

along the Northern boundary of the South Half of said Section 11 appro-to the Westpon beauthery of said Section 11 and the Point of Beginning.



AGREEMENT BETWEEN
HE BALDWIN COUNTY COMMESSION,
THE CITY OF POLKY
AND THE
HING COMMESSION OF THE CITY OF FOLKY
CONCERNING THE EXCERCISE OF
ATERIETICSHALD HANDING JURISDICTION
AUTHORITY OVER SUBDIVISIONS

EFRAS, the BALDWIN COUNTY COMMISSION, the governing body of Beldwin labaras (burelunder reflared to as the "COMMISSION"), the CITY OF FOLEY, as municipal conjunction (benefanter referred to as the "MUNICIPALITY"), and the GOMMISSION OF THE CITY OF FOLEY (benchmarker reflered to as the "ALI FLANNING COMMISSION"), desire to outer into an agreement concerning the fault respective planning jurisdictions outside the component limits of the fault respective planning jurisdictions.

REAS, the COMMISSION has the responsibility for the review of subdivisions of in Baldwin County lying outside the corporate limits of the municipalities in the not lying isside the extratectricate jurisdiction of any minimipal plenning in Baldwin County, and the MUNICIPAL PLANNING COMMISSION happensibility for the preview of subdivisions located in all land lying within the first of the MUNICIPALITY and its extrateristrial planning jurisdiction; and

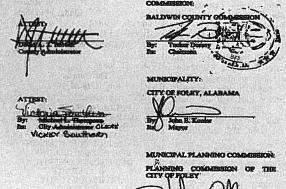
EAS, Section 11-52-30, <u>Code of Alabama</u> 1975, provides, inter citic, that the diction of any municipal planning commission over the subdivision of land shall not located in the municipality and all land lying within five miles of the ad not located in any other municipality, subject to applicable state law, including

EREAS, Alabama law provides that, if a county commission has adopt pursuant to Section 11-24-1, et soq. <u>Code of Alabama</u> 1975, the shall apply to the development of subdivisions outside the corpor and the neutransentional justification, subject to applicable state has all destroyed in the same unamer and to the same extent as oft a powered by the subdivision regulations of the country, and

- The extraterritorial planning jurisdiction of the MUNICEPAL PLANNING COMMISSION shall include all land depicted in Exhibit "A" and described in Exhibit "A" and described in Exhibit "B. Said entraterritorial planning jurisdiction may be expanded by assendanced of this Agreement or in accordance with applicable state law.
- 2. The MUNICIPAL PLANNING COMMESSION will outside note review authority over all subdivision developments within he said constantined planning jurisdiction, subject to applicable state have, provided, however, that if any part of a proposed subdivision lies within any portion of the entenancinorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, then the MUNICIPAL PLANNING COMMISSION will have responsibility for eview of COMMISSION and not the COMMISSION will have responsibility for eview of
- 3. Unless otherwise provided or allowed by applicable state law, where the MUNICIPAL PLANNING COMMESSION is responsible for the regulation and enforcement of a subdivision development, within the tentitorial justidiction of the MUNICIPAL PLANNING COMMESSION counted to copporate limits of the MUNICIPALITY, no map or plat of any ambifying shall be recorded, and no property shall be self reflected to the map or plat, until met unders 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. Approval by the county engineer, Approval by the county engineer shall not constitute approved in lieu of or on behalf of the MUNICIPALITY with respect to a subdivision development regulated and enthrood by the MUNICIPAL PLANNING COMMISSION.
- The land subject to the provisions of this Agreement shall be enterestically released upon the amounton of said land or any periton, thereof by a mandespility, in no great shall the enterestine of said land or any periton, thereof by a mandespility, in no great shall the enterestine of the MUNICIPAL PLANNING COMMISSION beyond the boundaries are frieth in the Agreement, in the event amounton consume the MUNICIPALITY of corporate limits into the confineritiestal jurisdiction recognized by the Agreement, and the confineritiestal jurisdiction, to the circuit for said the confineritiestal periton basely agree that much constructionally jurisdiction, to the circuit of the confinerity of the MUNICIPALITY, corporate limits will then delineate the confiner of the MUNICIPALITY, and the confinerity of the MUNICIPALITY, and the confinerity of the MUNICIPALITY, and the confinerities of the confinerities of the MUNICIPALITY, and the confinerities of the confinerities of the MUNICIPALITY, and the confinerities of the confinerit
- wision of this Agricument to the contrary stetroidistincting, in the case this which has secreted approved from the COMMISSION point to the received, the same shall constitute to be contay, under the particular statement of the particular statement of the same shall constitute to be contay under the particular SECON or long on the approved constant of facilities and the same statement of facilities and the same statement of the same sta
- A copy of the Agency of the COMMESSION and the MUNICIPAL PLANNING COMMESSION for the exercise of subdivision development control shall be filled with the ladge 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 frees and efficie intell's such time as it is montately abolished by the COMMISSION, the MUNICIPALITY and the SUPPLIES AND ASSESSED ASS
- parties have mutually agree that the Agreement entered into between the MMSSIDN and the City of Foley, dated September 19, 1993, and styled coded Resolution for Planning Audidation? is hereby terminated and replaced

IN WITNESS WHEREOF, the perior have set their heads and code, by and through thy implement representatives, on the dates indicated below with the full intent and

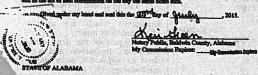
SIGNATURE PAGES, TO FOLLOW



COUNTY OF BALDWIN

I. Lock SCHED.

A Notary Public in and for said County in said State, hereby certify that TUCKER DOESEY, whose same as Chairman of the BALDWIN COUNTY COMMESSION, and DAVID A. Z. BEREWER, whose same as County Administrator of the BALDWIN COUNTY COMMESSION, the governing body of Baldwin County, Althama, a political saidwide of the State of Alabama, are rigined to the foregaring instrument and who are known to me, acknowledged before me on this day that, being influenced of the consents of such instrument, they, as much efficient and with full sustority, exceeded the same voluntarity for and as the act of said commission on the day the same bears data.



POUNTY OF BALDWIN

I. Drawly M. Flowly ... a Notary Public in and for said County in said Stein, certify that JOHN E. KONIAR, whose name as Mayor of the CITY OF FOLBY, M., and MGSAMELT. THE PROPERTY OF THE STEIN ALLERS AND A STEIN A STEIN AND A STEIN A



articles received by relegions

Control of the PAVID A. HORSTON, while the stand of the far discount of the PAVID A. HORSTON, while there is discount of the far discount of THE CITY OF FOLEY, ALABAMA, is stand to the far far in the far discount of the far far in the far discount of the far discoun Ctiven under my hand and neat this The day of Texts.

Note: Profile Sept.

Note: Profile Sept

ED AND ADDPTED this fet day of July, 2013

Series? Lictorio Southerine SKAT

- Y2/2013

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7-2-2013

Circuit Control

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RESOLUTION TO CONFIDM CITY OF POLEY PLANNING COMMISSION APPROVA
OF EXPATERATIONAL SUSPICION AUSBORITON ACCOMMIT 619-0378,
APPROVED BY MAYOR & COUNCIL ON JULY 3, 2013.

WHEREAS, on Asty 1, 2018 biterer & Council expressed feasthefun 615-0578 or standards jurisdiction Agricultury for Euledy-Asters with Baldwin County, and

MONERIAS, the Planning Communication has exercised estendarylarited parisolation over the leation and conforcement of substitution in corons arous cutoffs the City's corporate finishs describe subscription or "EPP", in addition to consider sinilar jurisdiction for these leating colorisations located listing the City's corporate feating, and

WHEREAS, the City has assessed property that extends beyond the baseds of Commission's Ett, and

WHEREAL this Abbresia Legislature improved State the poder confilting Act 2012-297 offices and estimating decimaling, cities, and planeting commissions to come to an most oil that Planeting Commissions in Co.

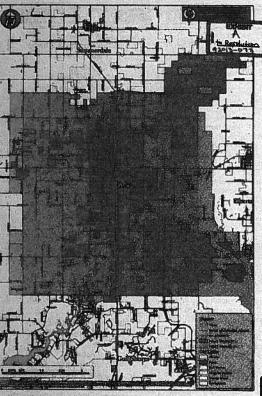
NOW THEREFORE BE'T RESOLVED that the Planning Commiss to be follows:

SECTION 3: This Resolution shall become of

SECTION 2: Authorities the Planning Commission Chalmen to enter into an critorial Subdivision Jurisdiction Agreement to include Delikits "A" and "B".

SECURED AND ADDITION THIS 1844 For a 2007 Sept Description And Additional Assessment Philadelle Description Additional Assessment Philadelle Description Additional Assessment Philadelle Description And Additional Assessment Philadelle Description Additional Assessment Philadelle Description Assessment Philadelle malines Pingles - leastly

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dissent Quarter of Soution 1 m, which also surves as the adary of said Section 11 for ar of Soution 14, Township Vestern boundary of said Se pproximately half a mile an

Northeris boundary of mild Bostlon 2 and the owner of the right-of-way of County Raed 22 approximately three-questers of a mile to the Northeris content of the Northeris Country of the Northeris Country of Country Raed 22 approximately three-questers of a mile to the Northeris country of Country Raed 23 approximately a quester of the Northeris Country of add Bostlon 2; thence Routs approximately a quester-rible to the Southerist country of add Bostlon 2; thence Routs approximately a quester-rible to the Southerist country of the Northerist Quester of Routherist Quester Of the Post-Routherist Quester of Routherist Quester of Routheris Quester of Routheris Quester of Routherist Quester of Routheris Quester

Township 7 South, Range 4 Bast, themos continues South along the West mountainty of the Bast Half of the Northeans Quarter of said Stockins 10 to a point on an am boundary of the Bast Half of the Northeans Quarter of said Stockins 10 to a point on an am boundary of the Bast Half of the Northeans Quarter of said Stockins 10 to a point on the Basters boundary of the Folory-Bench Baryress right-of-very planning the product of the Northean boundary of the Folory-Bench Baryress right-of-very spentimentally three-fourths of a nulle to a point on the Basters housday of Stockins 9, Township three-fourths of a nulle to a point on the Polory-Bench Baryress right-of-very spentimentally half a mile to a point on the Polory-Bench Baryress right-of-very spervointently half to mile to a point them boundary of the Bast Half of said Socialon 9; themse West along said Northern boundary of the Folory-Bonch Baryress right-of-very spreadmently a quarter-mile to a point on the Basters right-of-very of the Folory-Bonch Baryress the Social 73; thereof South approximately 250 Bost to point; thence West along said Northern boundary of County Road 73 thereof South Agents of the Social Polory Bonch Agents of the Social Polory Bonch approximately 2670 float to a point; thence Bast approximately 645 Social to a point; thence Bast approximately 645 Social to a point; thence Bast approximately 6470 float to a point; thence Bast approximately 6470 float to a point; thence Bast approximately 6470 float to a point on the Eastern boundary of Social Institute of the Polary Bouch approximately 6470 float to a point on the Eastern boundary of Social Institute of the Polary Bouch Baryress; thence West alpha-of-way of Bastern boundary of Social Institute of the Polary Bouch Baryress the social Careful Polary South Social Careful Polary South Social Careful Polary South Social Careful Polary South Social Careful Polary Soc

STATE OF ALCHAMA

RESOLUTION # 2013-073

ACREMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE CITY OF FOLEY
AND THE
PLANNING COMMISSION OF THE CITY OF FOLEY
CONCERNING THE CITY OF FOLEY
EXTRATERITORIAL PLANNING JUBISDICTION
AUTHORITY OVER SUBDIVISIONS

BALDWIN COUNTY COMMISSION, the governing body of Beldwin shafter referred to as the "COMMISSION", the CITY OF FOLEY, me appendion (herdenafter referred to as the "MUNICIPALITY"), and the SBION OF THE CITY OF FOLEY (heavisuafter referred to as the BING COMMISSION"), desire to enter into an agreement concerning the trive planning jurisdictions cotaids the corporate limits of the

WHEREAS, the COMMESSION has the responsibility for the seview of subdivisions of within Baldwin County lying outside the corporate limits of the municipalities in the and not lying inside the extraterrineial jurisdiction of any municipal planning islant in Baldwin County, and the MUNICEPAL PLANNING COMMESSION has are responsibility for the review of subdivisions located in all land lying within the in limits of the MUNICEPALITY and its constructional planning jurisdictions and

(EAS, Section 11-52-30, Code of Alabama 1975, provides, inter allo, that the effection of any numerical planning commission over the subdivision of land shall not located in the municipality and all land lying within five miles of the and not located in any other numericality, subject to applicable state law, including, it as mre spellicable local signification; and

ERRAS, Alabama law provides that, if a county commission has adopted sub pursuant to Scotion 11-24-1, at seq., <u>Code of Alabama</u> 1975, those and shall apply to the development of subdivisions conside the corporate lim-y and the extratemizerial jurisdiction, subject to applicable state law, and and enforced in the same manner and to the same extent as other sub-nt governed by the subdivision regulations of the county; and

REAS, Section 11-52-30 and Section 11-24-5 of the Cade of Alabama 1975 county commission and menticipal planning commission, subject to the approved of a by reconstitution of the commission, the menticipality need the menticipal planning may enter late a written agreement providing that the municipal planning shall be suppossible for the segulation and embroussest of the development of relation the extraordiscipal planning commission under which the extraordiscipal planning commission under

NOW, THEREFORE, BE IT RESOLVED that the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION do hearby mutually agree

- extraterritorial planning jurisdiction of the MINICIPAL PLANNING MISSION shall leakude ell land depicted in Eskibit "A" and described in it "B". Said extraterritorial planning jurisdiction may be expanded by insent of this Agreement or in accordance with applicable sizes law.
- 2. The MUNICIPAL PLANNING COMMISSION will exceed as ale review authority over all subdivision developments within its said extraterritorial planning jurisdiction subject to explicate state laws; provided, however, that if any parties of propose subdivision lies within my portice of the autostoritorial planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, then the MUNICIPAL PLANNING COMMISSION will have responsibility for review or content of the COMMISSION will have responsibility for review.
- Unless otherwise provided or allowed by applicable state law, who MUNICIPAL PLANNING COADMISSION is responsible for the regulation enforcement of a subdivision development within the territorial jurisdiction MUNICIPAL PLANNING COMMISSION outside the corporate) limits MUNICIPALITY, no map or pist of carry subdivision shall be precorded, as property shall be ender referenced to the map or pist, until and unless it has been abunitied to end approved by the MUNICIPALITY-INNING COMMISSION pursues to Socioto 11-2-2-20, Code of Adatema 1917-51, and then county engineer approval by the occurry engineer shall not constitute approval of or one behalf of the MUNICIPALITY with respect to a subdivision develor regulated and enforced by the MUNICIPALITY with respect to a subdivision develor regulated and enforced by the MUNICIPALITY with respect to a subdivision develor
- The COMMISSION will convolve sortices exclave sufficiently over all subdivision developments bying outside the composes limits of the MURNCHALITY and extratestorial planning particlicition of the MURNCHALITY. But extratestorial planning particlicities of the MURNCHALI PLANNING COMMISSION, and not lying uside the corposets limits or extratestorial planning particlicities of any other numicipality in Bathwin Country; provided that where a proposed subdivision less partly in the planning jurisdiction of the MURNCHALI PLANNING COMMISSION, it shall be the responsibility of the MURNCHALI PLANNING COMMISSION to review said subdivision as described in item 2 above.
- The land subject to the previsions of this Agreement shall be automatically reduced upon the measuration of said land or any portion thereof by a numerically. In no event shall the ameasation of land have the effect of immensing the extractritorial jurisdictions of the MUNICIPALT PLANNING COMMENSION beyond the boundaries at faith in this Agreement. In the event ameasation can expand the MUNICIPALTY's composite limits into the extractricinal jurisdiction recognized by this Agreement, the parties havely agree that such extractricinal jurisdiction, to the extent it is ameasand, will be extinguished, and the MUNICIPALTY's composite limits with the agreement, the extent of the MUNICIPALTY produced to the extent of the MUNICIPALTY produced to the extent of the MUNICIPALTY produced to the state of the stat

revision of this Agreement to the contrary nutwithstending, in the case of any lates which has received approved from the COMA/INSEND refer to the date of presence, the same shall continue to be solely under the jurisdiction of the INSEND we long as the approval remains officeive or until the final plot is of the the particular development.

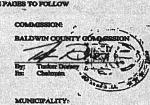
of this Agreement, including the map delineating the respective tions of the COMMISSION and the MUNICIPAL PLA INSSION for the exceedes of subdivisions development control shall a hadge of Probate of Baldwin County.

This Agreement shall become officedive once the COMMESSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMESSION, each adopt a resolution approving the Agreement, and shall continue in full shore and effect until soft time as it is, maximity shouldaded by the COMMESSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMESSION, or is determined by a proper authority to be invested or incommission with state law. The parties actionwheap and agree that, pursuant to Aha. Code 11-24-5, this Agreement shall forthwish be published once a week for two consecutive weeks to a newspaper of general circulation in both the Commy and the MUNICIPALITY, with the parties equally shating the costs thereof.

- pressly understood that this Agreement can be medified or amended only by mutual action of the COMMISSION, the MUNICIPALITY and the ZPAL PLANNING COMMISSION, whenever make a self-control of the
- ctics hereto mutually agree that the Agreement entered into between the BESION and the City of Poley, dated September 19, 1995, and atyled led Resolution for Pinnning Aufselletion" is hereby terminated and renhand

S WHEREOF, the perfect have set their heads and south, by and farough deprecentatives, on the dates indicated below with the full intent and parties below.

SIGNATURE PAGES TO FOLLOW



CITY OF FOLEY, ALABAMA

PLANNING COMMISSION OF THE CITY OF POLEY Chairman Engerch Buckes

STATE OF ALABAMA COUNTY OF BALDWIN

1. Notes: Scottes.

a Notes: Public in and for said County in said State, hardy certify that TUCKER DORSEY, whose name as Chairman of the BALDWIN COUNTY COMMUSSION, and DAVID A. Z. BRIFWIR, whose name as County Administration of the BALDWIN COUNTY COMMUSSION, the governing body of Baldwin County, Alahama, a political and/striction of the State of Alahama, are signed to the Briegologi instrument and who are known to ma, acknowledged before use on this day that, being informed of the consents of mach instrument, they, as such efficient said with full subsorty, concerted the same voluntarily for and as the act of said commission on the day the same bears date.

STATE OF ALABAMA

der my hand and sent this the 23 to they of _______, 2013. Notary Public, Baldwin County, Alabam My Commission Empires: the County

COUNTY OF BALDWIN

1. Provide M. School.

a Notery Public to end for mid County in said State.

thereby certify that JOHN E. KONIAR, whose name as Mayor of the CITY OF FOLSY,

ALABAMA, and MC-1999. THEORY STORY, whose name as City Adoption



The state of the s

STATE OF ALABAMA

COUNTY OF BALDWIN I. Source Committee on Notice Public in and for said County in said State, reby certify that DAVID-A-HORVONE CARGO humb as Children of the PLANNING MAMISSION OF THE CITY OF FOLEY, ALABAMA, is sinced to the foregoing instrument of who is known to me, extraversidage before me on this day that, being informed of the states of such instrument, he, as such officer and with full authority, executed the summer public dates.

ANY COMMERCIAL PROPERTY AND THE PARTY AND THE

City of Foley, AL

407 E. Lewist Avertue Poley, AL 30036

sher: 15-0379-R

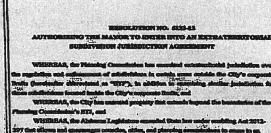
ion's ETLand

AR SE IT RESULTED that the City Co.

abilitie "A" and "B".

PASSED, APPROVED AND ADOPTED this 1st day of July, 2013. S of for 7-2-2013 Victorio Souther SERE my2/2013

> 13 - 11



SECTION I: An

PASSED, ADOPTED AND APPROVED THE 17th day of St

Victoria Bournera, Child **RESOLUTION 02014-001**

RESOLUTION TO CONFIRM CITY OF FOLEY PLANNING COMMESSION APPROVAL OF EXTRATERRITORIAL SUBDIVISION JURISDICTION AGREEMENT 618-0378, APPROVED BY MAYOR & COUNCIL'ON JULY, 1, 2018.

WHEREAS, on July 1, 2015 Mayor & Council approved Resolution #15-0978 or reterritorial Jurisdiction Agreement for Subdivisions with Baldwin County, and

WHEREAS, the Planning Commission has exercised extratorritorial jurisdiction over the regulation and enforcement of subdivision in certain areas outside the City's corporate limits (hereignature, abbreviated as "ETP"). In addition to correcting similar jurisdiction for these subdivisions focused failed the City's corporate limits, and

WHEREAS, the City has annexed property that extends beyond the box ag Commission's ETJ, and

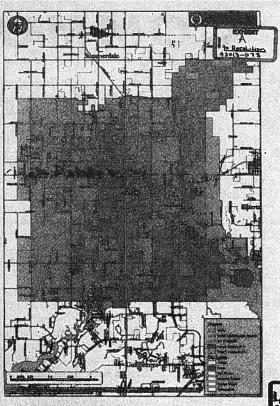
WHEREAS, the Alebema Legislatura amended State beyonder enabling Act 2012-297 t allows and encouraged counties, cities, and planning commissions to come to an exement on the Planning Commission's EL.

NOW THEREFORE BE'IT RESOLVED that the Planning Commission of the City of Folay.

SECTION 1: Authorizes the Planning Commission Chairman to enter into an artifacted Subdivision Agricultural to include Edubits "A" and "B". SECTION 2: This Resolution shall become effective immediately upon its adoption as

PASSED, APPROVED AND ADOPTED this 18+1 few of Jupe 2001
Planning Commission Cheirman's Superture: Library Dette: Library orange Senature: Malian Plinglen pur lell 14





A Bast; themose continues West along said Northern bouncary or said Section 1 amount of the right-of-way of County Road 32 approximately 1 mile to the Northernst contrar of Section 2, Township 7 South, Range 4 Bast; theses continues West along said Northern boundary of said Section 2 and the contex of the right-of-way of County Road 32 approximately three-quarters of a mile to the Northernst corner of the Northernst Quarter of said Section 2; theses South says of County Road 32 approximately three-quarters of a mile to the Northernst corner of the Northernst Quarter of said Section 2; theses Southernst Quarter of add Section 3; theses Southernst corner of the Northernst Quarter of the Northernst or and Section 3; through the Section 3 approximately a quarter-alle to the South slong the Western boundary of and Section 3. Township 7 South, Range 4 East; thense West along the Northern boundary of the Southernst Quarter of and Section 3 approximately a quarter-alle to the Southernst Quarter of the Southernst Quarter of the Section 3; the point on the Northern boundary of Section 10; the Section 3; the Section 3; the point on the Northern boundary of Section 10; the East Half of the Boat Half of the Northernst Quarter of set Section 10 or a point on an unused right-of the East Half of the Northern Section 10; these Mental Section 10; these Mental Section 10; the East Half of the Section 10; these Mental Section 10 or a point on an unused right-of the East Half of the Northern Section 10; these Mental Section 10 or a point on an unused right-of the East Half of the Northern Section 10; these Mental Section 10 or a point on an unused right-of the East Half of the Northern 2 and Section 10; these Mental Section 10 or a point on an unused right-of the East Half of the Northern 2 and 2 and Northern 2 and 2 Northern 2 and 2 and 2 and 2 and 2 and 2 Northern 2 and 3 and

Township 7 South, Range 4 East; thence continue South along the Western boundary of the Bast Half of the Northeast Quarter of suid Section 10 to a point on an unused right-of-way; thence West approximantly 150 fact to the Northern boundary of the Foley-Beach Express right-of-way; thence West approximantly 150 fact to the Northern boundary of the Foley-Beach Express right-of-way approximately whose flusters of a nallet on a point on the Eastern boundary of Section 9, Township 7 South, Range 4 East; thence continue Northwesterly slong said Northern boundary of the Poley-Beach Express right-of-way approximately half a naile to a point on the Western boundary of the East Half of and Soction 9; thence West along said Northern boundary of the Foley-Beach Express right-of-way approximately half a naile to a point on the Western boundary of the East Half of and Soction 9; thence West approximately a querter-ratio to a point; thence North approximately 230, foct to a point; thence West approximately a querter-ratio 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; thence South along the Eastern right-of-way of the Foley-Beach Express; thence West along the Northern right-of-way of the Foley-Beach Express theme West along the Northern right-of-way of the Foley-Beach Express theme West along the Northern right-of-way of the Foley-Beach Express theme West along the Northern right-of-way of the Foley-Beach Express them the Western right-of-way of the Foley-Beach Express the Highway 93; thence Southwesterly approximately 650 feet to a point thence Southwesterly approximately 650 feet to a point thence Southwesterly approximately 650 feet to a point thence Southwesterly reproximately 650 feet to a point; thence Southwesterly reproximately 30 feet to a point; thence South approximately 310 feet to a point; thence South approximately 660 feet to a point; thence West approximately 30 feet to a point; thence South approximately 660 feet to a point; thence West

RESOLUTION # 2013-073

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

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Bakiwin Alabama (hardmarker referred to as the "COMMISSION"), the CITY OF FOLKY, as a municipal componistion (hereinsafter referred to as the "MUNICIPALITY"), and the BING COMMISSION OF THE CITY OF FOLKY (hereinsafter referred to as the CIPAL PLANNING COMMISSION"), desire to enter into an agreement concerning the of their respective planning jurisdictions outside the componite limits of the PALITY; and

WHEREAS, the COMMESSION has the responsibility for the neview of subdivisions of widths Baldwin County lying outside the corporate limits of the municipalities in the and act lying inside the extraterinetal jurisdiction of any municipal planning sions in Baldwin County, and the MUNICIPAL PLANNING COMMESSION has are exponsibility for the review of subdivisions located; in all land lying within the limits of the MUNICIPALITY and its extratorritorial planning jurisdiction; and

ERPEAS, Alabama law provides that, if a county commission has adopted pussuant to Section 11-24-1, et soq., <u>Code of Alabama</u> 1975, those shall apply to the devolopment of subdivisions extude the corpusus by and the extententionial jurisdiction, subject to applicable same law, and enforced in the same immuner and to the same ordered to defer the special provided by the subdivision regulations of the rounty; and

NOW, THEREPORE, BE IT RESOLVED that the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION do hearby mutually served.

- The extraterritorial pisusing jurisdiction of the MUNICIPAL PLANN COMMISSION shall include all land depicted in Bublist "A" and describe Earlish "B", field extraordinate jurisdiction may be expanded amendment of this Agreement or in accordance with applicable state leve.
- AND RELIFICAÇUE PLANNUNO COMMISSION will exercise sole review sed over all subdivision developments within its said extrateratorial planning jurisdis subject to applicable state laws provided, however, that if any part of a proposition of the extrateratorial planning jurisdiction authorision his widths may portion of the extrateratorial planning jurisdiction MUNICEPAL PLANNOR COMMISSION, will have responsibility for overall subdivision. The MUNICIPAL PLANNING COMMISSION will on over all subdivision developments within its said extrater
- 3. Unions otherwise provided or allowed by applicable state law, where the MUNICIPAL PLANNING COMMERSION is responsible the the regulation and enfluencement of a methoristion, development within the tentional jurisdiction of the MUNICIPAL PLANNING COMMERSION estable the corporate limits of the MUNICIPAL PLANNING COMMERSION estable the corporate limits of the MUNICIPAL PLANNING of any subdivision shall be recorded, and no property shall be sold enforcement to fine map or pist, until and unless it has been first submitted to and approved by the MUNICIPAL PLANNING COMMERSION, pursuant in Section 11-52-32, Code of Alabama 1975, and then ocitifed by the county engineer. Approval by the county engineer shall not constitute approval in licu of or on behalf of the MUNICIPAL PLANNING COMMERSION.
- The COMMUSSION will convolue review authority over all subdivision developments lying custide the corporate limits of the MUNICEPALITY and exhaustrational phenolog justidation of the MUNICEPALITY and exhaustrational phenolog justidation of the MUNICEPAL PLANNING COMMUSSION, and not lying inside the corporate limits or extrastrational phenology jurisdiction of any other sunscipatily in Baldwin County; provided that where a proposed subdivision lies partly in the planning jurisdiction of the MUNICEPAL PLANNING COMMUSSION, it shall be the responsibility of the MUNICEPAL PLANNING COMMUSSION to review said subdivision as described in team 2 aboves.
- The land subject to the provisions of this Agreement shall be automatically reduced upon the amenuation of said land or any positon thenced by a numinipality, in no event shall the assumention of ind laws the effect of the second position of the MUNICIPAL PLANNING COMMUNICIPAL PLANNING
- A copy of this Agreement, including the map delineating the sequentive planning jurisdictions of the COMMISSION and the MUNICIPAL PLANNING COMMISSION for the exercise of subdivision development control shall be filled with the Judge of Probate of Buldwin County.
- This Agreement shell become effective once the COMMESSION, the MUNICIPALITY, and the MUNICIPAL PLANDRIC COMMESSION, each adopt a resolution approving the Agreement, and thall centrois in full flows and officer until such time as it is untassity shellshed by the COMMESSION, the MUNICIPALITY and the MUNICIPAL PLANDRIC COMMESSION, or is determined by a proper authority to be invalid or inconsistent with state law. The parties acknowledge and agree that, pressuant to Ala. Code 11-24-6, this 'agreement shall forthwith be circulation in bith the County and the MUNICIPALITY, with the parties equally sharing the costs thereof.
- It is supressly understood that this Agreement can be medified or amended only by such mutual sixton of the CORMISSION, the MUNICIPALITY and the MUNICIPAL PEANNING COMMISSION, whenever such medification or MUNICIPAL.
- The parties herete mutually agree that the Agreement entered into between the COMMORSHON and the City of Poley, dated September 19, 1995, and styled "Assended Resolution for Finning Audaliction" is hereby terminated and rendered by this Agreement.

IN WITNESS WHERBOF, the parties have set, their hands and scale, by said through they unforced representatives, on the dates indicated below with the full intent, and its to had the mutting heims.

SIGNATURE PAGES TO POLLOW

BALDWIN COUNTY OF THE

MUNICIPALITY.

CITY OF FOLEY, ALABAMA

PLANNING COMMISSION OF THE Chairman Process Bucket

COUNTY OF BALLY WITH A Notary Public in and for said County in said State, heavily certify that TUCKER/DORSEY, whose name is Chairman of, the BALDWIN, COUNTY COMMISSION, and DAVID A. Z. BREWER, whose name as County Administration of the BALDWIN COUNTY COMMISSION, the poverning body of Baldwin County County, Alexandra, a political subdivision of the State of Alexandra, me signated to the foreign instrument and who me knows to me, acknowledged before me on this day, that, being informed of the consumes of such instrument, they, as such offices and with full authority, executed the name voluntarity for such instrument, they, as such offices and with full authority, executed the name voluntarity for and us to the act of said commissions on the day the same bears death.



COUNTY OF BALDWIN

hereby certify that JOHN E. KONIAR, whose name an Mayor of the CITY OF FOLEY, ALARAMA, and heighted to the CITY OF FOLEY, ALARAMA, and heighted to the foreign the common as City Adaptistence of the CITY OF FOLEY, ALARAMA, and heighted to the foreigning instrument and who are known to measure of the contents of such instrument, the contents of such instrument, they as such offices and with full authority, executed the same voluntarily for and as the act of said assumbly on the day the same bears dute.



STATE OF ALABAMA TY OF BALDWIN

SEARCH STATES AND STATES AND

City of Foley, AL

467 E. Laurel Avenue Pology, AL 200236

PERSONAL PROPERTY.

PASSED, APPROVED AND ADOPTED this, fell day of July, 2018 3 01 100 SERE Victoria Southern 7-2-2013 - Y2/2013

IC THE MAYOR TO SHIER BING AN EXTE

a Tilly to all

ED. ADÓPTED AND APPROVED THE 17th day PASS

Victoria Southern, Oldo

1. 13. . NI

RESOLUTION #2034-OUX

n to confirm city op poley planning commission appri Territoral subdivision jurisdiction agreement 229-03 Approved by Mayor & Council on July 3, 2013.

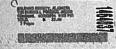
WHEREAS, the Planning Commission has described extraterritorial periodiction over the regularizon and enforcement of subdivision in certain areas published the City's corporate limits (hyeraterists abbreviated as "EUT"), in addition to correcting similar jurisdiction for those was divisions located inside the City's corporate limits, and

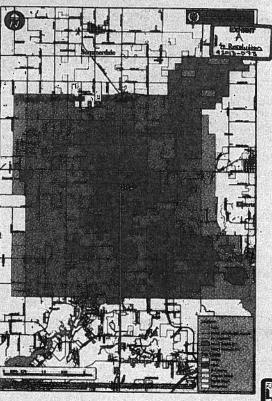
WHEREAS, the City has unressed property that untends beyond the bounds of Commission's ETI, and

NOW THEREFORE SE'IT RESOLVED that the Planning Commission of the City of Folsy, to na follows:

SECTION 15 Authorizes this Flerning Commission Chalumen to enter into an oritorial Subdivision Jurisdiction Agreement to include Exhibits "A" and "B".

MISSION CHAIRMAN & SERVETURE PLANT DONE (4/10/14) unalism Ringles and lettelly





The statement of the Southwest conner of Section 6, Townsmip / so continue North along the Western boundary of sald Section 6 or continue North along the Western boundary of the Nestinwest Quester beance Seat is to the Southwest corner of the Nestinwest Quester beance Seat is supported by the North Half of said that the North Half of said the Seat of the North Half of said the Seat of the North Half of said the Seat of the

Township 7 South, Range 4 East; thence conditions Seath and votations of the Rast Half of the Northern Quarter of said Section 10 to 10 per low tensem boundary of the Rast Half of the Northern Quarter of said Section 10 to 10 per low the proper place of register, the property of the Polsy-Beech Servers argitute-of-way; thence West approximately 150 fact to the Northern boundary of the Polsy-Beech Express right-of-way; denoted by the Northern Section 10 per low to the Rastern boundary of the Polsy-Beech Barrers argitute-of-way; thence the Rastern boundary of the Section 10 per low to the Rastern boundary of the Section 10 per low to the Rastern boundary of the Rastern Boundary of the Section 10 per low to the Western boundary of the Rast Half of and Section 9; thence West approximately a quarter-wills to a point; thence North approximately paid from 10 per low to point; thence North approximately a quarter-wills to a point; the Rastern Boundary of the Polsy-Beach Rapress right-of-way of County, Road 73; thence South along the Rastern Half-of-way of County, Road 75; thence South along the Rastern Half-of-way of County, Road 75; thence South along the Northern Express; thence West along the Northern Right-of-way of County, Road 75; thence South along the Northern Right-of-way of the Polsy-Beach Express; thence West along the Northern Right-of-way of the Polsy-Beach Express; thence West along the Northern Right-of-way of the Polsy-Beach Express; thence South approximately 670 bot to a polat on the Rastern boundary of Road 75; thence Beach Express the Rastern Boundary of Road 75; thence Beach Express the Rastern Boundary of Road 75; thence Rastern Rastern Boundary of Road 75; thence West along the Northern Right-of-way of the Polsy-Beach Rapproximately 670; thence South Rastern Boundary of Road 75; thence West approximately 670 feet to a polat; thence South Rastern Boundary of Road 75; thence West approximately 530 feet to a polat; thence Rastern Boundary of Road 75; thence West approximately 1300 feet to a polat; t

RESOLUTION # 2013-073

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE CITY OF POLEY
AND THE
PLANNING COMMISSION OF THE CITY OF POLEY
CONCERNING THE EXERCISE OF
EXTRATERITORIAL PLANNING JURISDICTION
AUTHORITY OVER SURDIVISIONS

WHEREAS, the BALDWIN COUNTY COMMISSION, the governing body of Baktwin Alabama (herelanditor refurred to as the "COMMISSION"), the CITY OF FOLEY, man anuncipal cooperation (hereinafter refurred to as the "MUNICIPALITY"), and the INO COMMISSION OF THE CITY OF FOLEY (hereinafter refurred to as the CIPAL PLANNING COMMISSION). designs to enter into an agreement concerning the of their respective planning jurisdictions outside the corporate limits of the

WHEREAS, the COMMESSION has the responsibility for the review of subdivisions of y within Beldwin County lying outside the corporate limits of the municipalities in the - and not lying inside the extratectionical jurisdiction of any municipal pluming sitions in Beldwin County, and the MUNICIPAL PLANNINO COMMESSION has lar responsibility for the review of subdivisions located in all land lying within the ste limits of the MUNICIPALITY and its extraterritorial planning jurisdiction; and

EEAS, Scutton 11-52-30, Cade of Alabama 1975, provides, inter alia, indication of any municipal planning obmunission over the satisfactivision of I and located in the municipality and all land lying within five mile and not located in the municipality and all land lying within five mile and not located in any other naudelphility, subject to applicable parallel significance and to any applicable local significance; and

IERRAS, Alabama law provides that, if a county commission has adopted pursuant to Section 11-34-1, ot seq., <u>Code of Alabama</u> 1975, those shall apply to the development of subdivisious ounide the corporate while extrateritorial jurisdiction, subject to application seals law, a sed endered in the same mumoer end to the same extent as other at governoid by the subdivision regulations of the county; and

WHEREAS, Section 11-52-30 and Section 11-24-6 of the <u>Code of Alaber</u>
that a county commission and manicipal planning commission, subject to the ap-sement by resolution of the commission, the municipality and the municipal

NOW, THEREPORE, BE IT RESOLVED that the COMMISSION, the CPALITY and the MUNICIPAL PLANNING COMMISSION do hemby mutually agree

- 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.
- The MUNICIPAL PLANNINO COMMISSION will exercise note review authority over all subdivision developments within its said extrateratorial planning jurisdiction author to applicable state law; provided, however, that if any part of a proposed subdivision lies within any portion of the extrateratorial planning jurisdiction of the MUNICIPAL PLANNINO COMMISSION, then the MUNICIPAL PLANNINO COMMISSION and not the COMMISSION will have responsibility for review of said subdivision.
- Unless otherwise provided or allowed by applicable state law, where the MUNICIPAL PLANNING COMMISSION is responsible for the regulation and enforcement of a metal-vision development within the territorial juxtification of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPAL PLANNING COMMISSION outside the corporate limits of the MUNICIPALITY, no map or pist of cray subdivision shell be recorded, and no property shall be sold referenced to the map or pist, until and unless it has been first admitted to and approved by the MUNICIPALI PLANNING COMMISSION, pursuant to Soution 11-52-32, Code of Alahama 1975, and then certified by the county ouglineer or his or har designee within 30 days of being submitted to the county ouglineer Approval by the county engineer that and constitute approval in lice of or on to behalf of the MUNICIPALITY with respect to a stability-size development regulated and enforced by the MUNICIPALITY with respect to a stability-size development
- The COMMISSION will exercise review authority over all subdivision developments lying centade the corporate limits of the MUNICEPALTY and extenterstorial planning jurisdiction of the MUNICEPAL PLANNING COMMISSION, and not lying inside the corporate limits or extentersheate planning jurisdiction of any other municipality in Baldwin County; provided that where a proposed subdivision lies pertly in the planning jurisdiction of the COMMISSION and partly in the planning jurisdiction of the COMMISSION, it shall be the responsibility of the MUNICEPAL PLANNING COMMISSION to review said subdivision as described in item 2 above.
- The land subject to the provisions of this Agreement shall be astronationly reduced upon the americal of said land or say parties; thereof by a municipality. In no event shall the americal or of land lave the effort of horsening the extractivestal shall interest the effect of horsening the extractivestal particular of the MUNICIPAL PLANNING COMMUSSION beyond the boundaries are first in this Agreement. In the overal semestation expands the MUNICIPALITY's corporate limits into the extractional jurisdiction roots and the Agreement, will be extinguished, and the MUNICIPALITY's corporate limits with the extract of the MUNICIPALITY's the extent of the MUNICIPALITY's proposed limits will then delineate the extent of the MUNICIPALITY's production for production for the MUNICIPALITY's extractional postellation in a given area, as set forth horsin, may other remaining portion or portions of the extracteritorial jurisdiction shall remain unaffected.
- A copy of this Agreement, inclusing the map delineating the respective planning jurisdictions of the COMMISSION and the MUNICIPAL PLANNING COMMISSION for the extentee of subdivision development control shall be filled with the Judge of Probate of Baldwin County.
- This Agreement shall become offective cases the COMMESSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMESSION, each adopt a resolution approving the Agreement, and shall continue in full droce and officet until such time as it is unstantly abolished by the COMMESSION, the MUNICIPALITY and the MUNICIPALITY, with the parties equally descript to the invalid or for two consecutive weaks in a newspaper of general circulation in both the County and the MUNICIPALITY, with the parties equally descript the costs thereof.
- It is expressly understood that this Agreement can be modified or smeaded only by seasons instead solden of the COMMISSION, the MUNICIPALITY and the MUNICIPAL PLANNING COMMISSION, whomeve such modification or

IN WITNESS WHEREFOR, the portion have set their hands and scale, by shall through sty authorized representatives, on the dutes indicated below with the full intent and tre to bid the publics heises.

SIGNATURE PAGES TO FOLLOW

A STATE OF THE STA MUNECIPALITY: CITY OF FOLBY, ALABAMA PLANNING COMMISSION OF THE



COUNTY OF BALDWIN

1. Property W. Scotter a Notary Public in and for said County in said State, hereby certify that JOHN E. KOHLAR, whose name as Mayor of the CITY OF FOLEY, ALABAMA, and AGCHARD, THE PROPERTY, whose name as City Adaptingment of the CITY OF FOLEY, ALABAMA, as Expend to the foregoing instrument and who are known to me, anknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with fall subsorter, executed the same voluntarily for and as the act of said numbershally on the day the zame bears date.



I. Notes Public in and Ge said County to said Street, and County to said Street, and stree

nd and seal this 17 day of Tacy 503,
Notice Public, Bellevin County, Aldham
My Commission Septem TO COLUMN THE PARTY OF THE PART

City of Foley, AL

Polog, AL SSSSS

m 13-0014 union No. 8123-12 and Authoriza The Mayor To Peter Into As

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habilities "A" and "B".

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SECULITION TO CONFIRM CITY OF FOLITY PLANNING COMMISSION APPROVAL OF EXTRATEURITORAL SUSDEVISION MUSICIPON APPROVAL APPROVED BY MAYOR & COUNCIL'ON MUST 1, 2018.

WHEREAS, on July 2, 2018 Mayor & Council approved Secolution shortharts Jurisdiction Agreement for Edictivisions with Bull-

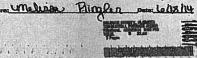
Verificates, the Planning Commission has assented extrateritorial jurisdiction over the regulation and unforcement of middleblow in certain areas outside the Chyla corporate limits forwattening subspectation in "ENT", by addition to jurisdicting similar jurisdiction for those middleblows founded inside the City's corporate limits and

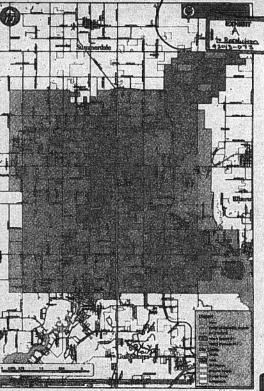
APPERIAS, this Abbume Legislature assumed three lies under enabling Act 2013-197 sees and encouraged cospillat, closing laid plaining commissions to come to an earl on the Telensing Commission of ELL.

NOW THEREFORE BE'IT RESOLVED that the Planning Commiss

SECTION 2: Authorizes the Planning Commission Chaltman to enter effortal Subdivision Jurisdiction Agreement to include Britishs "A" and "B".

Phillipp mulipoly





Anhama, which also nerves as the Point of term blundary of said Section 11, Towan, which also nerves as the Point of term blundary of said Section 11 fbr vest corner of Section 14. Towarship 7 South, sag the Western boundary of said Section 14 way for approximately half a mills and along the Lesso for approximately half a mills and along the Lesso for approximately half a mils to the flow 12 slough the control of an unusual right of-thwest occurs of Section 25, Towarship 7 Section East; thence co center of an ur the right-of-we it corner of Sec Western boson

reactionstely 2,700 first to a point on to are visions are along the center of the right-of County Road 10 approximately a quarter-nalle to a point on the Western of County Road 10 approximately a quarter-nalle to a point on the Western electration & Souther, Road 10 approximately 4,010 first to a point on attention & County Road 10 approximately 4,010 first to a point on stem househop of Presidential Souther, Road 10 approximately 4,010 first to a point on stem househop of Presidential Souther, Towarship 8 South, Roangs 4 South case of South Road 10 approximately 4,010 first to a point on stem househop of Presidential Souther, Road 4 South Road 10 approximately 4,000 first and the stem of the Book Souther, Road 4 Souther, Road 10 approximately 10 approximately 1,002 first to a point in the Book Souther, Road 10 approximately 1

on continue North along the Willy half a mile to the Southwest along the Southwest based East along the Southwest by three first along the Southwest by the Southwest by the Southwest by three first along the Southwest by the Southwest by three first along the Southwest by the Southwest

A finest themse constinues West stong used recreasin commany or mercenosing control of the right-of-way of Country Road 23 approximately 1 mile to the Northeast control of the right-of-way of Country Road 23 approximately 1 mile to the Northeast control of Section 2, Towards) 7 South, Range 4 East; themse continue West stong used Northean boundary of self Section 2, and the neutre of the right-of-way of Country Road 23 approximately three-quistures of a mile to the Northeast corner of the Northwest 23 captured of said Section 2; theme South approximately a quarter-stalls to the Southeast corner of the Northwest Quarter of said Section 2; theme South approximately a quarter-mile to the Southeast corner of the Northwest Quarter of the Southeast corner of the Northwest Quarter of the Section 2 approximately a general-mile to the Southeast Section 2 approximately 2 approximately of the Section 2 approximately 3 approximately 2 approximately 3 approximately 3 approximately 3 approximately 4 approximately 3 approximately 4 approximately 3 approximately 4 approximately 3 approximately 4 approximately 3 approximately 4 appro

STATE OF ALASIAMA

AGREEMENT ESTWEEN
THE BALDWIN COUNTY COMMISSION,
THE CATO OF FOLEY
CONCERNING THE EXERCISE OF
EXTRATERITORIAL HARMING SURBEDITION
AUTHORITY OVER SUBDIVISIONS

18. to BALDWIN COUNTY CONDISSION, the governing body of Baldwin the statement of the distribution of the COUNTY CONDISSION, the CITY OF FOLEY, may be considered for the condistion of the COUNTY CONDISSION, and the condission of the COUNTY CONDISSION (OF 1718) COUNTY CONDISSION, CONDISSION, CONDISSION, COUNTY COUNTY

WHEREAS, the COMMISSION has the responsibility for the review of subdivisions of y within Baldwin County tyling outside the congress limits of the countilisation in y and not tyling inside, the a excessoritional y brailations (of e. e.g. y mankings) production (of e.g. y mankings) production (of e.g. y mankings) productions (of e.g. y mankings) amount in Baldwin County, and the half MUNICEPALT, PLANNING (COMMISSION) has day responsibility for the review of mathematical and limit tyling within the site limits of the MUNICEPALTY and its extraterritorial planning jurisdiction; and

WHEREAS, Section 11-52-30. Code of Alabama 1975, provides, inser alia, that the il prindiction of any numicipal planning commission over the subdivision of land shall all land located in the municipality and all land lying within five miles of the ality and not located in any other municipality, subject to applicable state law, including, imited to, any applicable local legislation; and

WHEREAS, Alabama law provides that, if a county commission has adopted subdivision one pursuant to Section 11-24-1, ot see, Code of Alabama 1975; those subdivision ones that apply to the development of subdivisions outside the compared limits of a sality and the extraordial justediction, subject to applicable state law, and shall be dead enforced in the same extern and entit of the the same extern as other subdivision senses governoot by the subdivision regimbions of the outsit; and

WHEREAR, Section 11-52-30 and Section 11-24-6 of the Cade of Alabama 1975 that a county commission and numicipal planning commission, subject to the approval of sement by resolution of the commission, the municipality and the municipal planning sion, may enter into a written agreement providing that the municipal planning aison shall be responsible for the regulation and enforcement of the development of sions within the extrateritorist jurisdiction of the municipal planning commission under many confidence of the section of the municipal planning commission under many confidence of the section of the municipal planning commission under many confidence of the section of the municipal planning commission under

NOW, THEREPORE, BE IT RESOLVED that the COMMISSION, the CPALITY and the MUNICIPAL PLANNING COMMISSION do betoby mutually server

- The extraterritorial planning jurisdiction of the MUNICEPAL PLANNING COMMISSION shall include all land depicted in Etchibit "A" and described in Etchibit "A" and described in Etchibit "A" and expended by assendment of this Agreement or in accordance with applicable state law.
- 2. The MUNICIPAL PLANNING COMMISSION will exercise sole roview authority over all subdivision developments within its said connentrorial phanning jurisdiction, subject to applicable state here, provided, however, that if any part of a proposed authority for within any portion of the extrateurizerial phanning jurisdiction of the MUNICIPAL PLANNING COMMISSION, ten the MUNICIPAL PLANNING COMMISSION will have responsibility for avview of the provided of the provided of the commission of the commission of the provided of the commission of the commi
- Union 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 seld selected to the map or plat, until and unless it has been first submitted to and approved by the MUNICIPAL PLANNING COMMISSION, pursuant to Bostoin 11-23-23, Code, of Alabama 1975, and then certified by the country engineer or his or her designee within 30 days of being submitted to the country engineer. Approval by the neutrity sugment shall not constitute approved in lice of or on behalf of the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPALITY with respect to a subdivision development regulated and enforced by the MUNICIPALITY ANNING COMMISSION.
- The COMMESSION will exercise review authority over all subdivision developments lying outside the corporate limits of the MUNICIPALITY and extratestructual planning instaltation of the MUNICIPAL PLANNING COMMISSION, and not lying inside the corporate limits or extratemental planning jurisdiction of any other numicipality in Baldwin County; provided that where a proposed subdivision lining partly in the planning jurisdiction of the COMMESSION and partly in the planning jurisdiction of the MUNICIPAL PLANNING COMMISSION, is shall be the responsibility of the MUNICIPAL PLANNING COMMISSION to review and subdivision as described in item 2 above.
- subdivision as destribed in item 2 above.

 The land subject to the provisions of this Agreement shall be automatically reduced upon the suscession of sald land or any partion thereof by a numbrigality. In no event shall the automation of land have the efficie of increasing the extraordiscipling intradiction of the MUNICUPAL HANNING COMMISSION beyond the boundaries set forth in this Agreement, in the event association capsuids the MUNICUPALITY's compense listed into the extraordisciple particularly agreement, the parties hereby agree that such contentrated particularly approximately agree that such contentrated particularly required by the definition required to the section it is associated with the delinests the contentrate of the MUNICUPALITY's justification for subdivision regulation in that the MUNICUPALITY's justification for subdivision regulation in the section and the subdivision of the MUNICUPALITY's particular to the section and the subdivision of the MUNICUPALITY's production of the MUNICUPALITY's production of the subdivision requisition in the subdivision requisition in the subdivision regulation in a given saw, as said both heavier, any other remaining portion or portions of the activationial justification that mannion unafforced.
- 6. Any provision of this Agreement to the contrary notwithstanding, in the ense of any subdivision which has received approved from the COAD-RESION prior to the date of this Agreement, the same shall continue to be solely under the principition of the COAD-RESION as long as the approval remains effective or until the final plas is seconded for that puritiested development.
- A copy of this Agreement, including the map definesting the respective planning jurisdictions of the COMMISSION and the MUNICIPAL PLANNING COMMISSION by the executes of authorision development control shall be filed with the Judge of Probate of Baldwin County.
- This Agreement shall become efflorive cope the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, cach adopt a resolution approving the Agreement, and shall continue in full from and officet until such time as it is mutantly abolished by the COMMISSION, the MUNICIPALITY and the MUNICIPALITY PLANNING COMMISSION, or is determined by a proper authority to be invalid or inconsistent with state law. The parties ecknowledge and agree that, pursuant to Ala, Cade 11-24-5, this Agreement shall furthwish be published case a wick 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.
- Agreement can be modified a MMISSION, the MUNICA MISSION, whenever ALITY and the
- The parties hereto minimally agree that the Agreement entered into between the COMMISSION and the City of Poloy, dated September 19, 1995, and styled "Annaded Resolution for Planning Jurisdiction" is hereby terminated and replaced by the Agreement.

IN WITNESS WHEREOU, the parties have set their bands and seels, by sed through their fieldy authorized representatives, on the dates inflicated below with the full intent and suitablety to bland the national below.

SIGNATURE PAGES TO POLLOW

O at a se MUNICIPALITY: CETY OF HOLEY, ALABAMA

BON:

MUNICIPAL PLANNING COMMISSION: PLANNING COMMISSION OF THE CITY OF POLEY a Proceice Bucker

STATE OF ALABAMA COUNTY OF BALDWIN

a Notary Public in and for said County in said State, knowly certify that TUCKER DORESTY, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and DAVID A. S BERVEYE, whose name as County Administration of the BALDWIN COUNTY COMMISSION, the governing body of Bathwin County, Alabama, a political saidviston of the State of Alabama, as political saidviston of the State of Alabama, as religated to the foreganing instrument, and who are known to me, admoved-signal before me on that day that, being informed of the consents of said naturally, they, as saids officers and with full guistority, or executed the same years and as the set of said commissation on the day the same bears date.

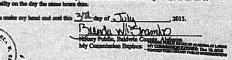


ier my band and seal this the 23thday of Acaba Notary Public, Baldwin Com My Commission Equires:

COUNTY OF BALDWIN

a Notary Public in and fire said County in said State, heavily certify that JOHN E. KOPGAR, whose name as Mayor of the CITY OF FOLEY, ALABAMA, and AGELLAND. THE STATE OF THE





STATE OF ALABAMA

COUNTY OF BALDWIN

COUNTY OF PALLYWIN

A Notice Pipelic in and the paid County in and Sun, hardy or entity that BAMBA A NOTICE PARTY ALABAMA is stand to the flowing instrument and who, is inswer to me, settor-window) before one can this day, but it is flowing informed of the contents of and instrument, lay, as some officer or of the flowing informed of the contents of and instrument, lay, as some officer and with instrument, lay, as some in officer and with pill underly, executing life, some volunterity for and as the act of said Planning Commission on the day the same health date.

Given under my hand and seal this 17 day of JALY

City of Foley, AL **Signature Copy**

407 EL Laurel Avenue Polog, AL 80836

on that was the basis for the Re

ectoded, and

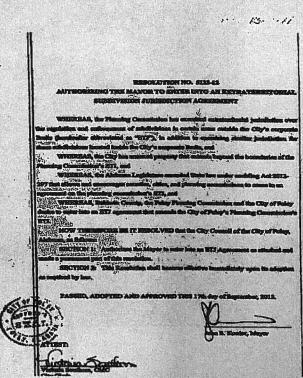
the the City's corporate Builts, and

er's ETJ, and rement that amends the City of Policy's Planning Commission's IX GRE SETT RESCUPED that the City Council of the City of Policy. Als luto en 617 agrec e's Elj.

SECTION 2: Authorizes the Mayor to enter into an Ex es attached and made a permanent part of this re

Rebiblio "A" and "B". d by tow.

SEAT Victorio Southern 7-2-2013 Des 12/2013



RESOLATION #2014-001

CONFIRM CITY OF POLITY PLANSIES COMMUNICAL STREET, COMMUNICATION STREET, COM

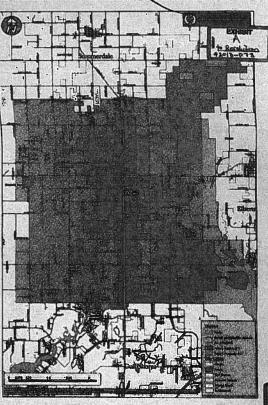
MANUFACAC (the Planning Community) has considered consequences (and produce the control of the c

WHEREAS, the Abbenin Legislature innended State for under enabling Act 2013-207 that officers and encouraged counties, cities, and planning commissions to come to an agreement on the Planning Commission's EC. NOW THEREFORE BE'TY RESOLVED that the Planning Commission of the City of Poley,

SECTION 2: Anthorizes this Planning Commission Chairman to enter external Subdivision Jurisdiction Agreement to business Dobbits "A" and "E".

PASSED, APPROVED AND ADDITED this 18+th by at man 7994
Planning Commission Chalman's Signature | 18-th by at man 7994
Described the little first mayo some maliana Pringles and Lettelly





od 2013 BTJ Aros: Legal D

mer of the Se county, Alaha Wasie

diministry a questrocontinue fleat along the center of two regsizements of the context of the regsizements of the context of the center of the regsizements of the context of the center of the regsizements of the center of the center of the regsizements of the center of the center of the regsizements of the center of the center of the regsizement of the center of pedm on the Western boundary of Section 21, Township 8 South, Range 4 Bass, these North along said Western boundary of Section 21 approximately a quantive-while to the North along said Western boundary of Section 22 approximately a constructive that the Section Boundary of the North Half of and Section 22 approximately 1 and to a po on the Western boundary of the North Half of and 4 Section 22 approximately 1 mile to a po on the Western boundary of Section 22, Township 8 Section Range 4 Bast, these continue Bast along the Southern boundary of the North Half of add Section 22 approximately 1 mile to a point on the Western boundary of Section 23, Township 8 Sectis, Range 4 Bast, these continue Bast along the Section 23 approximately 1 mile to a point on the Western boundary of Section 24, Township 9 Sectis, Range 4 Bast, these occurrence Bast along the Section 23 approximately 1 mile to a point on the Western boundary of Section 24, Township 9 Sectis, Range 4 Bast, these occurrence Bast along the Section 24 approximately 1 mile to a point of the Western boundary of Section 24, Township 9 Sectis, Range 5 East; these conditions Rest along the Bouthern boundary of the North Range 4 Bast, these occurrence Bast along the Section 24 approximately 1 section 25 approximately 1 section 25 approximately 25, Township 2 Sectis, Range 5 East; these conditions Section 25 approximately 25 appro

see stigle-of-way, chemo Northwesterly along said Northern boundary of the Fole Express right-of-way approximately these-barths of a mile to a point on the m boundary of Section 9. Troussing 7 South, Range 4 East, thence contains most of y atom, and Northern boundary of the Foley-Beach Engress right-of-way standing half a mile to a point on the Western boundary of the Start Half of mild and the standing the standard of the Section Section 1 of the Section Section 1 of the Section Section 1 of the Section 1 of t decision (Control West about middle (Control Doundary or un recognisment) a quantitative proportionately a quantitative point of these boards approximately before these or points (these to boards about the Bastens at Control, Board 72); these of boards about the Bastens right-of-way of County Responsibility 200 flow to a point; themse Basten right-of-way of County Responsibility 200 flow to a point; themse Bast approximately 200 flow to a point on the Northern right-of-way of the Bayers of Boards approximately 200 flow to a point on the Boards approximately 670 flow to a point on the Bastens boundary of Boards a, To South, Rampa 4 flows; these of point on the Bastens boundary of Boards a, To South, Rampa 4 flows; these of control was a point on the Rampa of Boards and Bayers of Bastel Rampa 4 flows the state of the Bastens boundary of Boards and Bayers of Bastel Rampa 4 flows the state of the Bastel Bayers of the Bastel Rampa 4 flows the state of the Bastel Bayers of the Bayers of Bastel Bayers song me center of the right-of-iver of risted polett; thesses Southwesterfy upproximately 6 of said State Highway 59; thesses West approximately 2.15 Ass to a point on the longitudinence West approximately buff a risile to the of the Southwest Quester of said Section 8; the polett; thesses West approximately buff a risile to the polett theore West approximately 330 first to a polarity theore we approximately 330 first to the one of the South Reproximately 1 of Section 7, (Township 7, South, Range 4 Bass of said Southor 7 approximately a memory-said of said Southor 7 approximately a memory-said on sum cristo Fighrway 59; thesees West approximation #80 float to a point; thesee Studius approximately 215 that to a point on the Southern boundary of an unusued right-of-way; these West approximately all 5 that to a both the Studiern boundary of an unusued right-of-way; these West approximately half a salte to the Northwest Charter of the Southern Charter of the South Charter of the Southern Charter of the South Charter of

along the Northern boundary of the South Half of said Section 11 approximately of the South Half of said Section 11 approximately of the South 11 and the Point of Seginning.