

**AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF PERDIDO BEACH
AND THE
PLANNING COMMISSION OF THE TOWN OF PERDIDO BEACH
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS
WITHIN THE PLANNING JURISDICTION OF THE
MUNICIPAL PLANNING COMMISSION**

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the TOWN OF PERDIDO BEACH, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF PERDIDO BEACH (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY.
2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall be responsible for all regulation of subdivision planning outside the corporate limits of the MUNICIPALITY.
3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.
4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction and outside the corporate limits of the MUNICIPALITY, the subdivision regulations of the MUNICIPALITY shall apply.
5. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.

6. If any part, section, or subdivision of this Agreement shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Agreement which shall continue in full force.

7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.

8. This Agreement shall become effective on the later of the following two dates: (1) July 26, 2021, or (2) the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.

9. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

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.

[SIGNATURES ON THE FOLLOWING PAGE]

ATTEST:


Wayne Dyess
County Administrator


ATTEST:


By: Christi A. Hill
Its: Town Clerk


COMMISSION:

BALDWIN COUNTY COMMISSION


By: Joe Davis, III
Its: Chairman

MUNICIPALITY:

PERDIDO BEACH,
ALABAMA


By: Joe Davis, III
Its: Mayor

MUNICIPAL PLANNING COMMISSION:

PLANNING COMMISSION OF THE
TOWN OF PERDIDO BEACH,
ALABAMA


By: Christopher B. Hill
Its: Chairman

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Carietta Crook, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, 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 21st day of September, 2021.

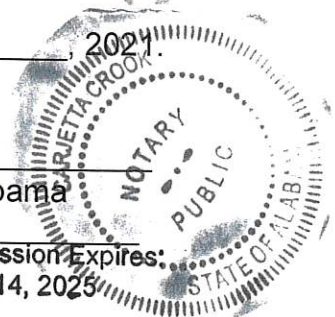
Carietta Crook

Notary Public, Baldwin County, Alabama

My Commission Expires:

My Commission Expires:

July 14, 2025



STATE OF ALABAMA
COUNTY OF BALDWIN

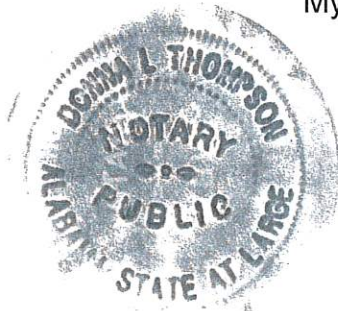
I, Donna L Thompson, a Notary Public in and for said County in said State, hereby certify that Rae Hamilton, whose name as Mayor of the PERDIDO BEACH, ALABAMA, and Christi Stitt, whose name as Town Clerk of the PERDIDO BEACH, ALABAMA, are signed to the foregoing instrument and who are known to me, acknowledged 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 1st day of September, 2021.

Donna L Thompson

Notary Public, Baldwin County, Alabama

My Commission Expires: 12-19-2021



STATE OF ALABAMA
COUNTY OF BALDWIN

I, Donna L Thompson, a Notary Public in and for said County in said State, hereby certify that Chris Head, whose name as Chairman of the PLANNING COMMISSION OF THE PERDIDO BEACH, 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 1st day of September, 2021.

Donna L Thompson
Notary Public, Baldwin County, Alabama
My Commission Expires: 12-19-2021





THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

November 3, 2021

Account # 987101

PO # _____

Cost \$ 992.25

Ad # 281011

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BC Planning & Zoning

Res. #2021-134

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 3rd day of November, 20 21

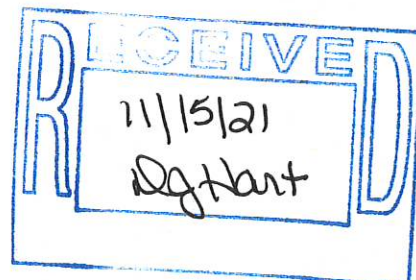
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



RESOLUTION #2021-134


AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF PERDIDO BEACH
AND THE
PLANNING COMMISSION OF THE TOWN OF PERDIDO BEACH
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS
WITHIN THE PLANNING JURISDICTION OF THE
MUNICIPAL PLANNING COMMISSION


The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the TOWN OF PERDIDO BEACH, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF PERDIDO BEACH (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

1. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the planning jurisdiction of the MUNICIPALITY shall include all land located in the corporate limits of the MUNICIPALITY.
2. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the COMMISSION shall be responsible for all regulation of subdivision planning outside the corporate limits of the MUNICIPALITY.
3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.
4. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that if any portion of a proposed subdivision is located within the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction and outside the corporate limits of the MUNICIPALITY, the subdivision regulations of the MUNICIPALITY shall apply.
5. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.
6. If any part, section, or subdivision of this Agreement shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Agreement which shall continue in full force.
7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.
8. This Agreement shall become effective on the later of the following two dates: (1) July 26, 2021, or (2) the date upon which the last of the following have been completed: a resolution adopted by the COMMISSION approving this Agreement, an ordinance adopted by the MUNICIPALITY approving this Agreement, and a resolution adopted by the MUNICIPAL PLANNING COMMISSION approving this Agreement.
9. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

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.

COMMISSION:
BALDWIN COUNTY COMMISSION

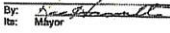
ATTEST:

Wayne Dyess
County Administrator

By: 
Joe Davis, III
Chairman

MUNICIPALITY:
PERDIDO BEACH,
ALABAMA

ATTEST:

Chadler Clark
Mayor

By: 
Chadler Clark
Mayor


MUNICIPAL PLANNING COMMISSION:
PLANNING COMMISSION OF THE
TOWN OF PERDIDO BEACH,
ALABAMA

By: 
Chadler Clark
Chairman

COUNTY OF BALDWIN

I, Carietta Crook, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, 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 21st day of September, 2021.


Carietta Crook
Notary Public, Baldwin County, Alabama
My Commission Expires: July 14, 2023

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Robert J. Thompson, a Notary Public in and for said County in said State, hereby certify that Joe Davis, III, whose name as Mayor of the PERDIDO BEACH, ALABAMA, and Chadler Clark, whose name as Chairman of the PERDIDO BEACH, 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 14th day of September, 2021.


Robert J. Thompson
Notary Public, Baldwin County, Alabama
My Commission Expires: 12-15-2022

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Robert J. Thompson, a Notary Public in and for said County in said State, hereby certify that Joe Davis, III, whose name as Chairman of the PLANNING COMMISSION OF THE PERDIDO BEACH, 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 14th day of September, 2021.


Robert J. Thompson
Notary Public, Baldwin County, Alabama
My Commission Expires: 12-15-2022



THE COURIER • THE ONLOOKER • THE ISLANDER • THE BALDWIN TIMES

Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

November 10, 2021

Account # 987101 PO # _____

Cost \$ 912.25 Ad # 281011

Bethany Summerlin

Bethany Summerlin

Sales Representative

Bill To:

BCPA Zoning

Res # 2021-134

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

This 10th day of November, 2021

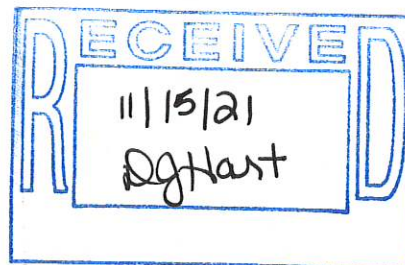
Amber Kimbler

Amber Kimbler

Notary Public for Alabama



AMBER KIMBLER
My Commission Expires
April 10, 2022



RESOLUTION #2021-134

AGREEMENT BETWEEN
THE BALDWIN COUNTY COMMISSION,
THE TOWN OF PERDIDO BEACH
AND THE
PLANNING COMMISSION OF THE TOWN OF PERDIDO BEACH
CONCERNING THE EXERCISE OF SUBDIVISION REGULATIONS
WITHIN THE PLANNING JURISDICTION OF THE
MUNICIPAL PLANNING COMMISSION

The BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama (hereinafter referred to as the "COMMISSION"), the TOWN OF PERDIDO BEACH, an Alabama municipal corporation (hereinafter referred to as the "MUNICIPALITY"), and the PLANNING COMMISSION OF THE TOWN OF PERDIDO BEACH (hereinafter referred to as the "MUNICIPAL PLANNING COMMISSION"), hereby enter into an agreement, the terms and conditions of which shall govern the regulation of subdivisions outside the MUNICIPALITY's corporate limits but within the MUNICIPAL PLANNING COMMISSION's planning jurisdiction for a period of time until July 25, 2023.

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3. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that the boundaries for the land subject to the provisions of this Agreement may automatically change from time to time as permitted by state law, and such changes shall not affect the validity or enforceability of this Agreement, except as expressly limited herein.
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5. Except as provided in paragraph 3 regarding the automatic adjustment of planning jurisdiction boundaries as permitted by state law, it is expressly understood that this Agreement can be modified or amended only by mutual action of the COMMISSION, the MUNICIPALITY, and the MUNICIPAL PLANNING COMMISSION, whenever such modification is needed.
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7. The COMMISSION, MUNICIPALITY, and MUNICIPAL PLANNING COMMISSION hereby agree that any previous Agreement entered into between the COMMISSION, MUNICIPALITY, and/or MUNICIPAL PLANNING COMMISSION regarding the regulation of subdivisions outside the MUNICIPALITY'S corporate limits but with the MUNICIPAL PLANNING COMMISSION'S planning jurisdiction, is hereby terminated and replaced by this Agreement.
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9. This Agreement shall be published once a week for two consecutive weeks in a newspaper of general circulation in both the County and the MUNICIPALITY.

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.

COMMISSION:
BALDWIN COUNTY COMMISSION
By: Joe Davis, III
Its: Chairman

MUNICIPALITY:
PERDIDO BEACH,
ALABAMA
By: Christopher A. Holt
Its: Mayor

MUNICIPAL PLANNING COMMISSION:
PLANNING COMMISSION OF THE
TOWN OF PERDIDO BEACH,
ALABAMA
By: Christopher A. Holt
Its: Chairman

ATTEST:
Wayne Dyess
County Administrator

ATTEST:
By: Christopher A. Holt
Its: Town Clerk

COUNTY OF BALDWIN
I, Carlette Crook, a Notary Public in and for said County in said State, hereby certify that JOE DAVIS, III, whose name as Chairman of the BALDWIN COUNTY COMMISSION, and WAYNE DYESS, 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 21st day of September, 2021.

Carlette Crook
Notary Public, Baldwin County, Alabama
My Commission Expires: July 14, 2023

STATE OF ALABAMA
COUNTY OF BALDWIN
I, Robert V. Thompson, a Notary Public in and for said County in said State, hereby certify that Christopher A. Holt, whose name as Mayor of the PERDIDO BEACH, ALABAMA, and Christopher A. Holt, whose name as Town Clerk of the PERDIDO BEACH, 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 1st day of September, 2021.

Robert V. Thompson
Notary Public, Baldwin County, Alabama
My Commission Expires: 12-18-2024

STATE OF ALABAMA
COUNTY OF BALDWIN
I, Robert V. Thompson, a Notary Public in and for said County in said State, hereby certify that Christopher A. Holt, whose name as Chairman of the PLANNING COMMISSION OF THE PERDIDO BEACH, 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 1st day of September, 2021.

Robert V. Thompson
Notary Public, Baldwin County, Alabama
My Commission Expires: 12-18-2024