

COUNTY OF BALDWIN
STATE OF ALABAMA

AGREEMENT

(regarding Foley Planning Commission's Extraterritorial Subdivision Jurisdiction)

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

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

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

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

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

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

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

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

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

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

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

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

City of Foley

an Alabama municipal corporation

By:_____
Its:_____
Date:_____

Baldwin County, Alabama

a political subdivision of the State of Alabama

By:_____
Its:_____
Date:_____

City of Foley Planning Commission

By:_____
Its:_____
Date:_____

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