

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
Filed/cert. 3/17/2020 3:44 PM  
TOTAL \$ 0.00  
39 Pages

1818018

**RESOLUTION # 2020-072  
OF THE  
BALDWIN COUNTY COMMISSION**

**AMENDING RESOLUTION #2002-31 OF THE BALDWIN COUNTY COMMISSION  
AND REDUCING A PORTION OF THE SERVICE AREA GRANTED TO EAST CENTRAL  
BALDWIN COUNTY WATER, SEWER AND FIRE PROTECTION AUTHORITY.**

WHEREAS, during its regularly scheduled meeting on February 19, 2002, the Baldwin County Commission, as required by §11-88-5 Code of Alabama 1975, adopted Resolution #2002-31 which approved an Application to Amend the Certificate of Incorporation of the East Central Baldwin County Water and Fire Protection Authority; and

WHEREAS, said adoption of Resolution #2002-31 (attached as **Exhibit A**) approved the East Central Baldwin County Water and Fire Protection Authority to enlarge/expand its service area by adding additional territory to the East Central Baldwin County Water and Fire Protection Authority.

COMES NOW, this honorable county governing body, and by this instrument, desires to amend Resolution #2002-31, to reduce a portion of the service area granted to East Central Baldwin County Water, Sewer and Fire Protection Authority (Maps and legal descriptions of the service areas to be ceded by East Central Baldwin County Water, Sewer and Fire Protection Authority are described in the City of Robertsedale Mediation Settlement Agreement related to Case No. CV-2009-901240.80 attached as **Exhibit B**, and the Town of Summerdale Settlement Agreement related to Case No. CV-2009-901240.80 attached as **Exhibit C**); now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, the adoption of this instrument, codified as Resolution #2020-072 of the Baldwin County Commission, amends Resolution #2002-31 of the Baldwin County Commission, reducing portions of the service areas granted to East Central Baldwin County Water, Sewer and Fire Protection Authority as described in Exhibit B and Exhibit C to Resolution #2020-072.

FURTHER, BE IT RESOLVED, that, the Baldwin County Commission, prior to the March 17, 2020, regular (public) meeting of the Baldwin County Commission, provided notice, as published in the newspaper of general circulation in Baldwin County, Alabama (Gulf Coast Newspaper) on March 11, 2020, which described in reasonable detail the action(s) proposed to be taken as identified by this instrument (a copy of said notice attached as **Exhibit D**).

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 17<sup>th</sup> day of March, 2020.

  
Commissioner Billie Jo Underwood, Chairman

ATTEST:

  
Wayne Dyess, County Administrator



MOTION BY COMMISSIONER BURT, SECONDED BY COMMISSIONER ARMSTRONG TO APPROVE THE TRANSFER OF A 2001 FORD CROWN VICTORIA, S/N 2FAFP73W21X127033 FROM BCC DISTRICT 6 TO THE BUDGET/PURCHASING DEPARTMENT AND THAT THE BUDGET/PURCHASING DEPARTMENT WILL REIMBURSE DISTRICT 6'S MILEAGE EXPENSE 80% OF THE BLUE BOOK VALUE FOR THE VEHICLE AND FURTHER, AUTHORIZE THE AUCTION OF THE BUDGET/PURCHASING DEPARTMENT'S 1997 FORD CROWN VICTORIA, S/N 2FALP71W1VX149536 WITH PROCEEDS FROM THOSE FUNDS GOING BACK TO THE BUDGET/PURCHASING DEPARTMENT AND AUTHORIZE THE CHAIRMAN TO SIGN THE FIXED ASSET CHANGE FORM. UNANIMOUS.

#### **RESOLUTION #2002-31**

On February 5, 2002, the Commission authorized the Chairman and County Administrator to sign, only to acknowledge receipt of, an Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority.

Upon receipt of such Application, the Commission must accomplish the statutory provision, found at §11-88-5 Code of Alabama 1975, of reviewing the Application and find & determine if the statements were true and, further, that such Application, and related Amendment, would promote the public health, convenience & welfare.

Staff has reviewed the aforementioned Application and has discussed such with the Attorney for the Authority, Mr. Robert A. Wills, and has prepared Resolution #2002-31 for the Commission's consideration.

Commissioner Burt said this resolution expands the service area and asked if there is some assurance as to when service would be available to the area requested east of Bay Minette and south of Perdido? He said during the work session, Mr. Pierce and the engineering firm had assured the Commission that the service would be provided in the northern area within 18 months. He said he was in support of the resolution but wanted some assurance that they would provide the service by October 2003.

The County Administrator said the Commission could make that part of the Memorandum of Understanding with them in that the Commission can approve this action contingent upon them providing the service within that time frame. A letter can be sent along with the Resolution notifying them of such.

MOTION BY COMMISSIONER BURT, SECONDED BY COMMISSIONER PRICE TO ADOPT RESOLUTION #2002-31 WHICH EVIDENCES THE BALDWIN COUNTY COMMISSION REVIEWED AN APPLICATION TO AMEND THE CERTIFICATE OF INCORPORATION FOR THE EAST CENTRAL BALDWIN COUNTY WATER AND FIRE PROTECTION AUTHORITY AND FURTHER, HAS DETERMINED AS A MATTER OF FACT, THAT THE STATEMENTS CONTAINED IN SAID APPLICATION ARE TRUE AND THE RELATED AMENDMENT WILL PROMOTE THE PUBLIC HEALTH, CONVENIENCE AND WELFARE:

STATE OF ALABAMA )

COUNTY OF BALDWIN )

#### **RESOLUTION # 2002-31 OF THE BALDWIN COUNTY COMMISSION**

PURSUANT TO §11-88-5 CODE OF ALABAMA 1975, UPON REVIEW OF AN APPLICATION TO AMEND THE CERTIFICATE OF INCORPORATION OF THE EAST CENTRAL BALDWIN COUNTY WATER AND FIRE PROTECTION AUTHORITY, FINDING & DETERMINING THAT THE

STATEMENTS IN SUCH APPLICATION ARE TRUE; FURTHER, THAT SAID APPLICATION AND RELATED AMENDMENT WILL PROMOTE THE PUBLIC HEALTH, CONVENIENCE & WELFARE.

WHEREAS, the East Central Baldwin County Water and Fire Protection Authority, by and through their Chairman & Secretary-Treasurer, have filed written Application with the governing body of Baldwin County, Alabama ("Baldwin County Commission"), entitled an Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority, dated February 4, 2002, filed with the Baldwin County Commission on February 5, 2002, and attached to Resolution # 2002-31 of the Baldwin County Commission as Exhibit "1," as required by §11-88-5 Code of Alabama 1975, proposing an amendment to the Certificate of Incorporation of the East Central Baldwin County Water and Fire Protection Authority filed in the Office of Judge of Probate of Baldwin County, Alabama, on April 8, 1987, and recorded in Miscellaneous Book 59, page 1237, et seq., said Certificate of Incorporation later amended with said amendment filed in the Office of Judge of Probate of Baldwin County, Alabama, on May 25, 1994, and recorded in Miscellaneous Book 78, page 1184, et seq.; and

WHEREAS, such Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority, proposes to enlarge / expand the service area to add additional territory to the East Central Baldwin County Water and Fire Protection Authority; and

WHEREAS, further, attached to such Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority remains a Resolution, of the East Central Baldwin County Water and Fire Protection Authority, dated February 4, 2002, filed with the Baldwin County Commission on February 5, 2002, and attached to Resolution # 2002-31 of the Baldwin County Commission as Exhibit "2," together with said Resolution's Exhibit A, Exhibit B & Exhibit C; and

WHEREAS, as required by §11-88-5 Code of Alabama 1975, the Baldwin County Commission hereby evidences its review of the Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority and, further, has determined, as a matter of fact, that the statements contained in said Application are true and the related Amendment will promote the public health, convenience & welfare; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, as required by §11-88-5 Code of Alabama 1975, the Baldwin County Commission hereby evidences its review of the Application To Amend The Certificate Of Incorporation Of The East Central Baldwin County Water And Fire Protection Authority and, further, has determined, as a matter of fact, that the statements contained in said Application are true and the related Amendment will promote the public health, convenience & welfare.

FURTHER, BE IT RESOLVED, that, within forty (40) days following adoption of Resolution # 2002-31 of the Baldwin County Commission, the Chairman and Secretary-Treasurer of the East Central Baldwin County Water and Fire Protection Authority shall sign and file for record in the Office of Judge of Probate of Baldwin County, Alabama, in the name, and on the behalf, of the East Central Baldwin County Water and Fire Protection Authority, under its Seal, reciting the adoption of their Resolution and Resolution # 2002-31 of the Baldwin County Commission.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 19th day of February, 2002.

s/s  
Commissioner Allen D. Perdue,  
Mr. Chairman

ATTEST:

s/s  
Robert W. Koncar, County Administrator

\*\*\*\*\*  
CERTIFICATE

The undersigned, ALLEN D. PERDUE, as Chairman of the County Commission of Baldwin County, Alabama, and ROBERT W. KONCAR, as County Administrator for the County Commission of Baldwin County, Alabama, hereby certify that the foregoing Resolution # 2002-31 of the Baldwin County Commission is a true and correct copy of a Resolution duly adopted by the County Commission of Baldwin County, Alabama, during their February 19, 2002, regular meeting, at the County Seat, in Bay Minette, Alabama.

WITNESS our hands, together with the Seal of the County Commission of Baldwin County, Alabama, on this the 19th day of February, 2002.

s/s  
Commissioner Allen D. Perdue,  
Mr. Chairman

ATTEST:

s/s  
Robert W. Koncar, County Administrator

*This instrument prepared by:  
David Anthony Brewer  
Assistant to County Administrator  
for Research & Special Projects*

FURTHER, AUTHORIZE THE CHAIRMAN TO SIGN AND CERTIFY.

The County Attorney said Ms. Lucas, the Engineer said the only contingency was that there had to be enough subscribers to sign up. Commissioner Burt responded by stating that his question to them was if you are going to get a grant for about half the amount then what are you going to do. He thought Ms. Lucas' answer was that the County has to abide by whatever the grant application is.

The County Administrator said they can still reach the target goal of 18 months and if for some reason they cannot meet that goal, they will have to come back to the Commission.

The County Attorney said the only point he is making is that when Commissioner Burt asked the question as to whether there was any contingency, Ms. Lucas said that under the Rural Utility Loan guidelines, you had to have so many people signed up before you can get a loan.

Commissioner Price understood at the work session that if they could not get enough people in a given area, then they would not include that area in their loan process.

UNANIMOUS.

**ORANGE BEACH WATER, SEWER & FIRE PROTECTION AUTHORITY**

Commissioner Burt said in the past, appointments to the Orange Beach Water, Sewer & Fire Protection Authority have been made subject to a non-binding referendum. In this case, there is a letter attached to the Agenda Action from L.P. Williamson, Chairman of the Orange Beach Water, Sewer & Fire Protection Authority explaining such.

MOTION BY COMMISSIONER BURT, SECONDED BY COMMISSIONER PRICE TO APPOINT KENNETH R. THOMPSON TO FILL THE BALANCE OF THE UNEXPIRED 6 YEAR TERM OF ROBERT FUQUA TO BEGIN MARCH 1, 2002 WITH AN EXPIRATION DATE OF MARCH 1, 2003 AND FURTHER, REAPPOINT L. GODBEE SMITH FOR A 6 YEAR TERM EFFECTIVE MARCH 1, 2002 WITH AN EXPIRATION DATE OF MARCH 1, 2008 AND AUTHORIZED THE CHAIRMAN TO SIGN THE REQUIRED CORRESPONDENCE. FURTHER, THAT THE FOLLOWING LETTER FROM L.P. WILLIAMSON, CHAIRMAN OF THE ORANGE BEACH WATER, SEWER & FIRE PROTECTION AUTHORITY BE MADE PART OF THE RECORD:

January 28, 2002

Baldwin County Commission  
Chairman Allen Perdue  
Post Office Box 1488  
Bay Minette, AL 36507

APPLICATION TO AMEND  
THE CERTIFICATE OF INCORPORATION  
OF THE  
EAST CENTRAL BALDWIN COUNTY  
WATER AND FIRE PROTECTION AUTHORITY



STATE OF ALABAMA     )

BALDWIN COUNTY     )

TO THE CHAIRMAN AND COMMISSIONERS OF THE BALDWIN COUNTY  
COMMISSION:

COMES NOW, the EAST CENTRAL BALDWIN COUNTY WATER AND  
FIRE PROTECTION AUTHORITY (AUTHORITY) by and through the undersigned as  
its Chairman and Secretary-Treasurer and do hereby file this written Application with the  
governing body of Baldwin County, Alabama, which is the Baldwin County  
Commission.

The applicants would show the following unto the Honorable Members of the  
Baldwin County Commission, to-wit:

1.     The AUTHORITY is a public corporation organized pursuant to the  
provisions of Article I of Chapter 88 of Title 11 of the Code of Alabama (1975) by a  
Certificate of Incorporation filed in the Office of the Judge of Probate of Baldwin  
County, Alabama, on April 8, 1987, and there recorded in Miscellaneous Book 59 at page  
1237, et seq. Said Certificate of Incorporation was duly amended by an Amendment to  
Certificate of Incorporation filed in the Office of the Judge of Probate of Baldwin  
County, Alabama, on May 25, 1994, and there recorded in Miscellaneous Book 78 at  
page 1184, et seq.

2.     The AUTHORITY proposes to amend said Certificate of Incorporation, as  
last amended, for the purposes of enlarging the service area of the AUTHORITY.

3. The Board of Directors of the AUTHORITY has adopted a Resolution (a certified copy of which is attached hereto as Exhibit A) proposing such an amendment to said Certificate of Incorporation, as last amended.

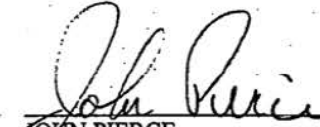
4. There is no public water system adequate to serve any new territory in which it is proposed that the AUTHORITY will render water service. There are no public fire protection facilities adequate to serve any new territory in which it is proposed that the AUTHORITY will render fire protection service.


5. The proposed Amendment to the Certificate of Incorporation of the AUTHORITY, as last amended, will promote the public health, convenience and welfare.

WHEREFORE, the applicants pray that the Baldwin County Commission adopt a resolution and order declaring that it has reviewed the contents of this Application and has found and determined as a matter of fact that the statements contained in this Application are true.

Respectfully submitted this 4<sup>th</sup> day of February, 2002.

EAST CENTRAL BALDWIN COUNTY  
WATER AND FIRE PROTECTION  
AUTHORITY

  
JOHN PIERCE  
Chairman of the Board of Directors

  
RICHARD A. O'DELL  
Secretary-Treasurer


STATE OF ALABAMA )


BALDWIN COUNTY )

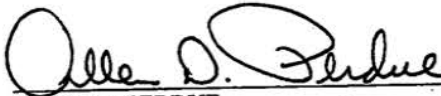
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that JOHN PIERCE and RICHARD A. O'DELL, having been by me first duly sworn, depose and say that each of them has read the foregoing Application and that the statements contained therein are true and correct to the best of their knowledge and that they, as such officers and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal of office this 4<sup>th</sup> day of February, 2002.

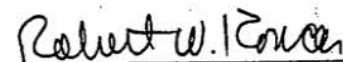
[ NOTARIAL SEAL ]

  
NOTARY PUBLIC  
My Commission Expires: 4/2004

 The foregoing Application was filed with the Baldwin County Commission this day of February, 2002.

  
ALLEN D. PERDUE  
Chairman of the Baldwin  
County Commission

ATTEST:

  
ROBERT W. KONCAR  
Administrator of the Baldwin  
County Commission



STATE OF ALABAMA

BALDWIN COUNTY

RESOLUTION

WHEREAS, the EAST CENTRAL BALDWIN COUNTY WATER AND FIRE PROTECTION AUTHORITY (AUTHORITY) was originally incorporated and formed and by virtue of §11-8-1, et seq., Code of Alabama (1975), as amended; and

WHEREAS, the AUTHORITY wishes to expand its service area to add additional territory thereto; and

WHEREAS, there is no public water system, public sewer system or public fire protection facility adequate to serve the new territory which is proposed to be added to the service area of the AUTHORITY; and

WHEREAS, a motion was duly made by John P. King and seconded by Roy Dyess, Jr., which said motion passed unanimously, it was,


RESOLVED BY THE BOARD OF DIRECTORS as follows:

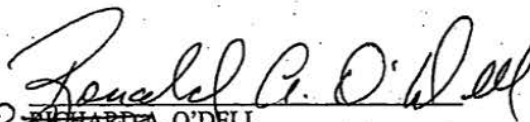
The Certificate of Incorporation of the AUTHORITY shall be amended to change the service area of the AUTHORITY to add new territory thereto to the end that the service area of the AUTHORITY shall now include all of the following land which is set forth and described on Exhibit A which is attached hereto and incorporated herein as though fully set forth and which said territory is further depicted on the map(s) which is/are attached hereto as Exhibits B and C and incorporated herein as though fully set forth.

DONE this the 4<sup>th</sup> day of February, 2002.



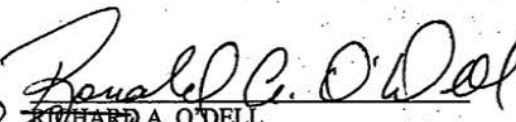
EAST CENTRAL BALDWIN COUNTY  
WATER AND FIRE PROTECTION  
AUTHORITY

  
JOHN PIERCE  
Chairman of the Board of Directors

  
RICHARD A. O'DELL  
Secretary-Treasurer

The undersigned, as Secretary of East Central Baldwin County Water and Fire Protection Authority, hereby certifies that the Resolution set forth hereinabove constitutes a true, full and complete copy of a Resolution duly adopted at a Special Meeting of the Board of Directors of said AUTHORITY held on Monday, February 4, 2002, as the same appears in the permanent records of said AUTHORITY in my custody.

IN WITNESS WHEREOF, I have hereunto affixed my signature under the seal of the AUTHORITY this 4th day of February, 2002.

  
RICHARD A. O'DELL  
Secretary

(SEAL)

**EXHIBIT A  
TO RESOLUTION  
OF EAST CENTRAL BALDWIN COUNTY  
WATER AND FIRE  
PROTECTION AUTHORITY**

**ORIGINAL SERVICE AREA AND 1994 ADDITION:**

Begin at the Northwest corner of Section 4, Township 4 South, Range 4 East in Baldwin County, Alabama and run east along the north line of said Section 4 and a continuation thereof to where it is intersected by the Perdido River; thence follow the meanders of the Perdido River in a Southerly direction to where it joins with the Blackwater River; thence follow the meanders of the Blackwater River in a West/Northwesterly direction to the point of intersection with the north line of the South  $\frac{1}{2}$  of Section 29, T 5 S, R 4 E; thence run west along the north line of the South  $\frac{1}{2}$  of said Section 29 and a continuation thereof to the northwest corner of the Southeast  $\frac{1}{4}$  of Section 30, T 5 S, R 4 E; then run south along the west line of the East  $\frac{1}{2}$  of said Section 30 to the south line of Section 30, T 5 S, R 4 E; thence run west along said south line to the east right-of-way of Alabama Highway 59; thence run northwesterly along said east R.O.W. to its point of intersection with the east line of the West  $\frac{1}{4}$  of Section 24, T 5 S, R 3 E; thence run north along said east line of the west  $\frac{1}{4}$  of said Section 24 and a continuation thereof to its point of intersection with the north line of the South  $\frac{1}{2}$  of Section 13, T 5 S, R 3 E; thence run east along the north line of said south  $\frac{1}{2}$  to its intersection with the Blackwater River; thence follow the meanders of the Blackwater River in a northwesterly direction to its point of intersection with the south line of Section 7, T 5 S, R 4 E; thence run east along said south line to the southwest corner of the E  $\frac{1}{2}$  of said Section 7; thence run north along the west line of said E  $\frac{1}{2}$  of said Section 7 to the southwest corner of the northeast  $\frac{1}{4}$  of Section 6, T 5 S, R 4 E; thence run east along the north line of the S  $\frac{1}{2}$  of said Section 6 and a continuation thereof to the southwest corner of the Northwest  $\frac{1}{4}$  of Section 4, T 5 S, R 4 E; thence run north along the west boundary of said Section 4 and a continuation thereof to the point of beginning.

**2002 SOUTHERN SERVICE AREA ADDITION:**

Begin at the NW Corner of Section 34 Township 6 South Range 5 East; thence run East along the North line of said Section 34, Township 6 South Range 5 East to the point of intersection of the said North line with the centerline of Blackwater River; Thence run along and following the meandering centerline of the Blackwater River in a north, northwesterly and westerly direction to the point of intersection of the centerline of the Blackwater River with the North line of Section 4 Township 6 South Range 4 East: Thence run west along the North line of Section 4 Township 6 South Range 4 East to the NW corner of Section 4 Township 6 South Range 4 East; Thence run South along the West lines of Sections 4, 9, 16, 21, 28, and 33 Township 6 South Range 4 East to the SW corner of Section 33 Township 6 South Range 4 East: Thence continue South along the West line of Section 4 Township 7 South Range 4 East to the SW corner of the North  $\frac{1}{2}$  of Section 4 Township 7 South Range 4 East: Thence run East along the South line of the North  $\frac{1}{2}$  of Section 4 Township 7 South Range 4 East to the SW corner of the NE  $\frac{1}{4}$  of Section 4

Township 7 South Range 4 East; Thence South to the SW Corner of the SE 1/4 of Section 4 Township 7 South Range 4 East; Thence continue South to the SW Corner of the SE 1/4 of Section 9 Township 7 South Range 4 East; Thence run east along the South line of the SE 1/4 of Section 9 Township 7 South Range 4 East to the SE corner of Section 9 Township 7 South Range 4 East; Thence continue East along the South lines of Sections 10 and 11 Township 7 South Range 4 East to the SE corner of Section 11 Township 7 South Range 4 East; Thence run South along the West line of Section 13 Township 7 South Range 4 East to the SW corner of Section 13 Township 7 South Range 4 East; Thence run East along the South line of Section 13 Township 7 South Range 4 East to the SE corner of Section 13 Township 7 South Range 4 East; Thence continue East along the South lines of Sections 18, 17, and 16 Township 7 South Range 5 East to the SE corner of Section 16 Township 7 South Range 5 East; Thence run North along the East lines of Sections 16, 9, and 4 Township 7 South Range 5 East to the NE corner of Section 4 Township 7 South Range 5 East; Thence continue North along the East Line of Section 33 Township 6 South Range 5 East to the NE corner of Section 33 Township 6 South Range 5 East and the point of beginning.

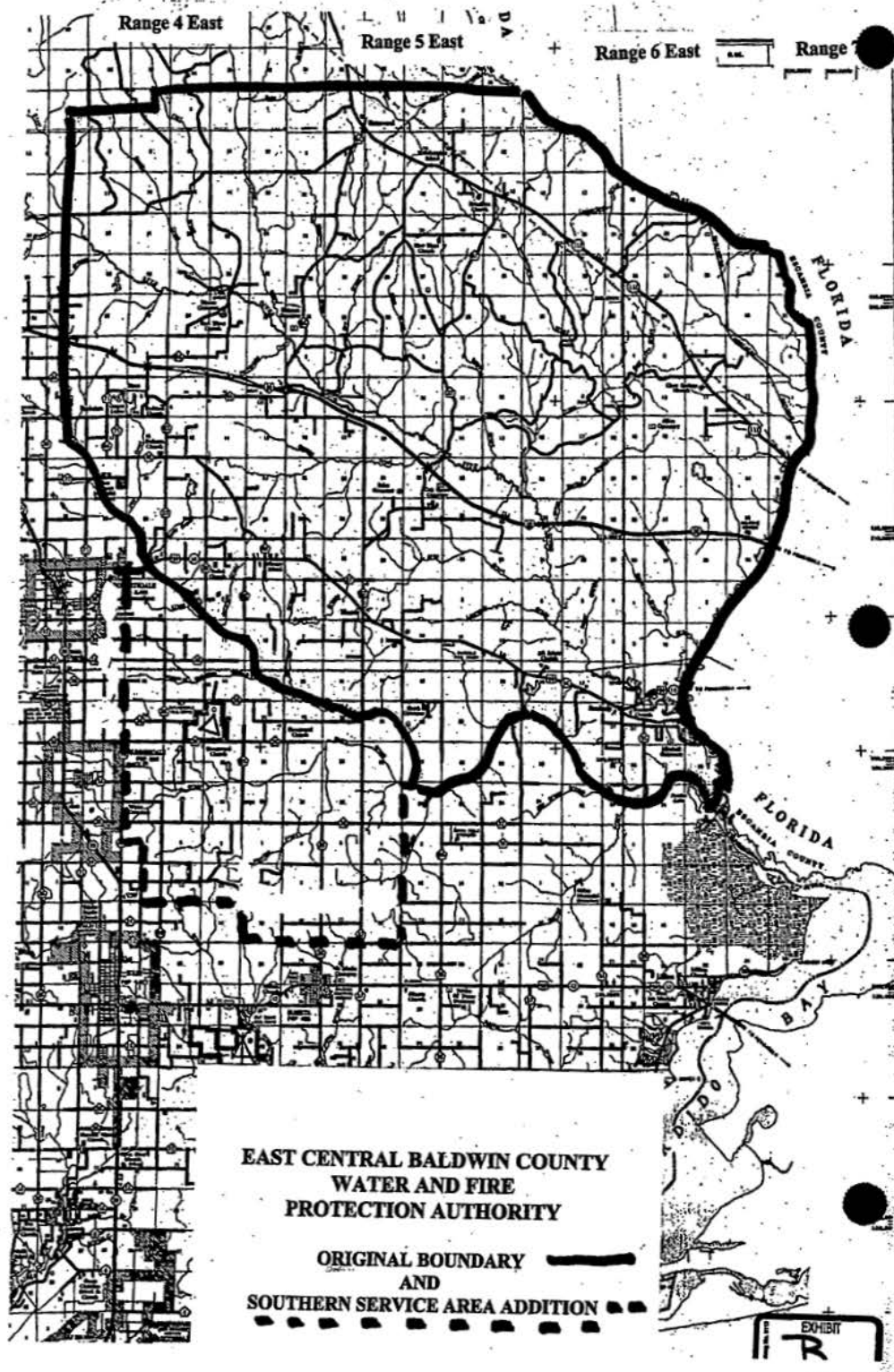
Less and except any part thereof within a Municipal City Limits Boundary.

**2002 NORTHERN SERVICE AREA ADDITION:**

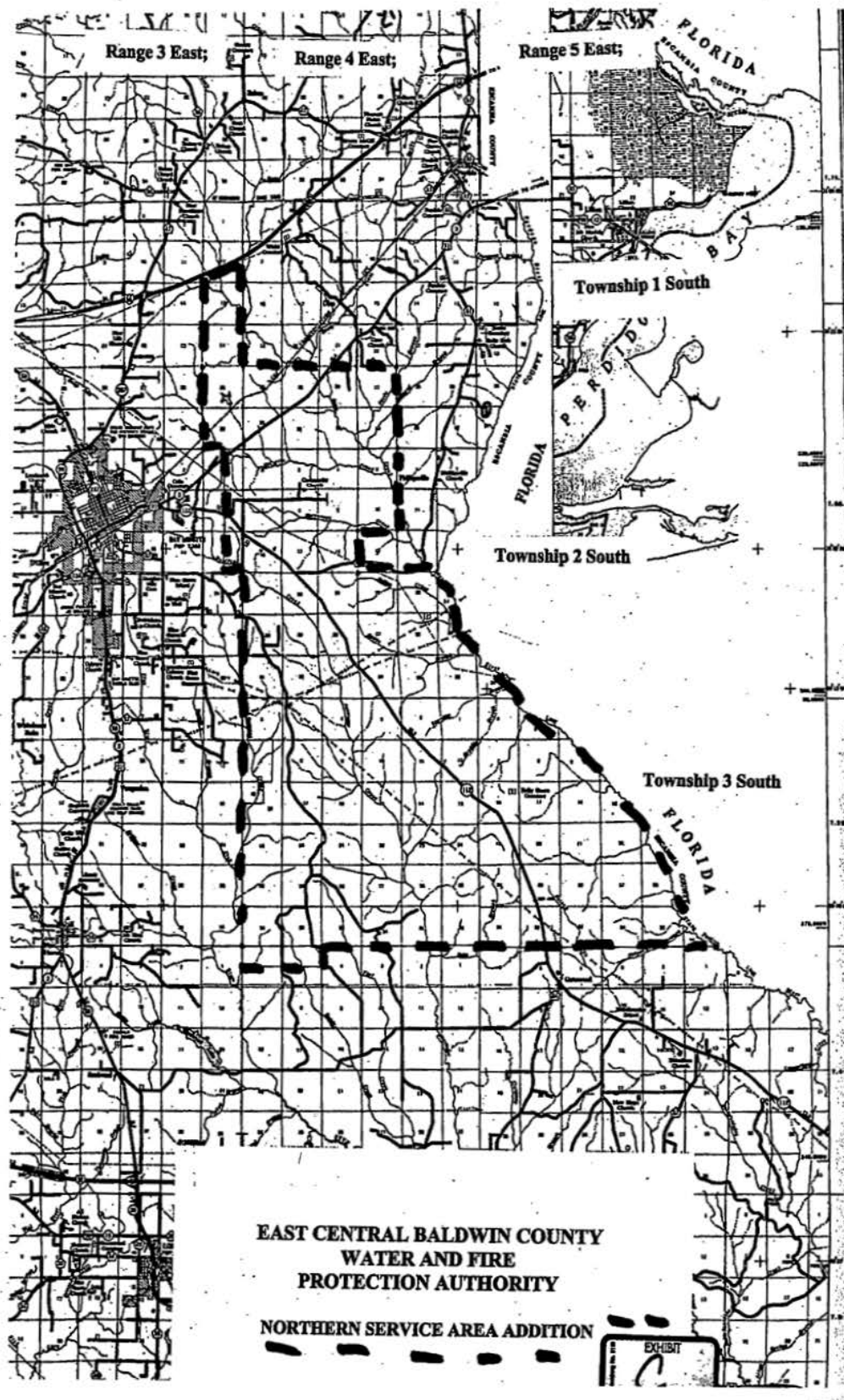
Begin at the point of intersection of the South line of Section 36, Township 3 South, Range 5 East and the Perdido River in Baldwin County, Alabama; thence run Northwesterly, northerly and northeasterly along the Perdido River to the point of intersection of the centerline of the Perdido River with the West line of Section 24 Township 2 South Range 4 East; thence run North along the West line of Section 24 Township 2 South Range 4 East to the NW corner of Section 24 Township 2 South Range 4 East; thence run West along the South line of Sections 14 and 15 Township 2 South Range 4 East to the SW corner of Section 15 Township 2 South Range 4 East; thence run North along the West line of Section 15 Township 2 South Range 4 East to the NW corner of Section 15 Township 2 South Range 4 East; thence run East along the North line of Section 15 Township 2 South Range 4 East to the NE corner of Section 15 Township 2 South Range 4 East; thence run North along the West line of Sections 11 and 2 Township 2 South Range 4 East to the NW corner of Section 2 Township 2 South Range 4 East; thence continue North along the West line of Sections 35 and 26 Township 1 South Range 4 East to the NW corner of Section 26 Township 1 South Range 4 East; thence run West along the South Line of Sections 22, 21, 20, and 19 Township 1 South Range 4 East to the SW corner of Section 19 Township 1 South Range 4 East; thence North along the East line of Section 24 Township 1 South Range 3 East to the intersecting point of the East line of Section 12 Township 1 South Range 3 East with the Southerly Right of Way line of I - 65; thence run Southwesterly along the said Southerly Right of Way line of I - 65 to the intersecting point of the said Southerly Right of Way line of I 65 with the West line of Section 12 Township 1 South Range 3 East; thence run South along the West line of Sections 12, 24, 25 and 36 Township 1 South Range 3 East to the SW corner of Section 36 Township 1 South Range 3 East; thence run East along the South line of said Section 36, Township 1 South, Range 3 East to the Northwest corner of the

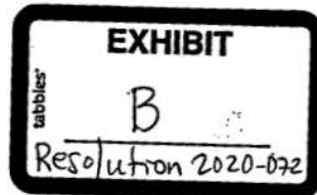
East ½ of Section 1, Township 2 South, Range 3 East; thence run South along the West line of the East ½ of Section 1, Township 2 South, Range 3 East and the projection thereof to the Southwest corner of the East ½ of Section 13, Township 2 South, Range 3 East; thence run East along the South line of the East ½ of Section 13, Township 2 South, Range 3 East to the North west corner of Section 19, Township 2 South, Range 4 East; thence run South along the West line of said Section 19, Township 2 South, Range 4 East and the projection thereof to the Northwest corner of Section 6, Township 3 South, Range 4 East; thence run South along the West line of said Section 6, Township 3 South, Range 4 East and the projection thereof to the Northwest corner of Section 6, Township 4 South, Range 4 East; thence run South along the West line of said Section 6, Township 4 South, Range 4 East to the Southwest corner of the North ½ of said Section 6, Township 4 South, Range 4 East; thence run East along the South line of the said North ½ of said Section 6, Township 4 South, Range 4 East and the projection thereof to the Southeast corner of the North ½ of Section 5, Township 4 South, Range 4 East; thence run North along the east line of the said Section 5, Township 4 South, Range 4 East to the Northeast corner of Section 5, Township 4 South, Range 4 East; thence run east along the south line of Section 31 Township 3 South, Range 4 East and the projection thereof to the Southeast corner of Section 36, Township 3 South, Range 4 East; thence run east along the South line of Section 31, Township 3 South and Range 5 East and the projection thereof to the Point of Beginning.

Less and except any part thereof within a Municipal City Limits Boundary.









IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

CITY OF ROBERTSDALE, et al., \*

Plaintiff, \*

vs. \*

Case Number: CV- 2009-901240.80

EAST CENTRAL BALDWIN COUNTY \*

WATER, SEWER, AND FIRE \*

PROTECTION AUTHORITY, et al. \*

Defendant. \*

**MEDIATION SETTLEMENT AGREEMENT**

THIS AGREEMENT made and entered into on this 17<sup>th</sup> day of March, 2020, by and between City of Robertsdale, hereinafter referred to as Robertsdale and East Central Baldwin County Water, Sewer, and Fire Protection Authority, hereinafter referred to as ECBC.

WHEREAS, Robertsdale, has instituted an action against ECBC now pending in the Circuit Court of Baldwin County, Alabama, captioned City of Robertsdale, et al., vs. East Central Baldwin County Water, Sewer, and Fire Protection Authority, et al., Civil Action No. CV-2009-901240, in which Robertsdale, has asserted claims; and

WHEREAS, ECBC, denies any liability and wrongdoing whatsoever; and

WHEREAS, Robertsdale and ECBC, through mediation, wish to settle and resolve all claims asserted in the Baldwin County Litigation and any and all other matters, claims, disputes and issues between Robertsdale and ECBC; and

WHEREAS, the Parties to this Agreement, having been advised of their potential rights, liabilities, obligations, if any, in connection with their respective claims against the other party and any related claims, and being represented by counsel of their own

choosing, consider it in their best interest to fully settle, resolve, compromise and fully release all claims, disputes, and differences between them in order to avoid the costs, fees and uncertainty of judicial dissolution and litigation; and

WHEREAS, each of the Parties desires to forego and waive any claims against the other party on the terms and conditions more specifically set forth in this Agreement; and

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Robertsdale and ECBC hereby covenant and agree as follows:

1. Robertsdale and ECBC will enter into a consent decree which will incorporate the terms of this settlement. Attached thereto will be an Exhibit A, a color-coded map which will reflect ECBC's existing service area, ECBC's concessions or transfer of service area to Robertsdale, and Robertsdale's service area. This exhibit will be an official document of ownership of all involved parties.
2. ECBC will transfer and cede to Robertsdale all of ECBC's service area west of the Baldwin Beach Express, starting at County Road 48 South, and running North to the Blackwater River with the exception of the James Hardy, Jr., property which is specifically excluded herefrom. ECBC will convey to Robertsdale all of its infrastructure within this area and Robertsdale will pay ECBC \$120,000.00 for the infrastructure that runs on County Road 71, East Silverhill Avenue, Shobe Lane, Byrd Lane, Oak Ridge Drive West, Fairground



Road, McDaniel Lane, Hubbard Road, and County Road 48 as shown on Exhibit "A". Payment will be made to ECBC from Robertsdale within 30 days from the effective date of said consent decree.

3. Both parties will enter into a 5-year mutual aid agreement which will be a separate agreement whereby each party agrees to pay the other \$2.50 per thousand gallons of water provided. This agreement will be executed within 24 months and anytime earlier upon agreement of the parties.
4. As part of the above referenced mutual aid agreement, Robertsdale will construct an interconnect with ECBC at a location to be determined at a future date by both parties. In the event a dispute arises over the location, both sides can present this argument to the mediator, the Honorable Langford Floyd, Esquire, and he will decide the location. Robertsdale will put in a water meter and water vault which it will construct at its own cost.
5. ECBC will cede to Robertsdale the service area lying East and North of Robertsdale's city limits, illustrated on Exhibit A attached, with the following conditions:
  - A. Robertsdale will extend water mains from their closest supply lines as needed to provide water service to the existing ECBC customers in the ceded service areas.
  - B. ECBC will convey the following infrastructure to Robertsdale as reflected on Exhibit A (this listing is approximate in that it was determined by using GIS data which may not be totally exact), to-wit:

1. County Road 71
  - (a) 1626 ft of 3" PVC Pipe.
  - (b) 6 - 3/4" residential service connections.
  - (c) 1 flush hydrant.
2. East Silverhill Avenue
  - (a) 2,789 ft of 3" PVC Pipe.
  - (b) 2,621 ft of 6" PVC Pipe.
  - (c) 12 - 3/4" residential service connections.
  - (d) 1 flush hydrant.
  - (e) 1 fire hydrant.
  - (f) 4 - 3" MJ gate valves.
3. Shobe Lane
  - (a) 1,327 ft of 3" PVC Pipe.
  - (b) 2 - 3/4" residential service connections.
  - (c) 1 flush hydrant.
4. Byrd Lane
  - (a) 578 ft. of 3" PVC Pipe.
  - (b) 2- 3/4" residential service connections.
  - (c) 1 flush hydrant.
5. Oak Ridge Drive West
  - (a) 613 ft. of 6" PVC Pipe.
  - (b) 1- 3/4" residential service connection.
6. Fairground Road

- (a) 2538 ft. Of 3" PVC Pipe.
- (b) 1- 3/4" residential service connection.

7. McDaniel Lane

- (a) 289 ft. of 6" PVC Pipe.
- (b) 1 fire hydrant.

8. Hubbard Rd

- (a) 749 ft. of 3" PVC Pipe.
- (b) 2- 3/4" residential service connections.
- (c) 1 flush hydrant.

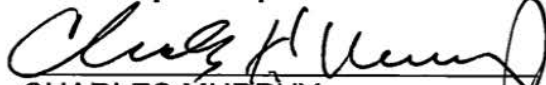
9. County Road 48

- (a) 678 ft of 6" PVC Pipe.
- (b) 5 -3/4" residential service connection.
- (c) 1 fire hydrant.

6. ECBC will maintain its infrastructure running North and South along the West side of the Baldwin Beach Express. ECBC will agree that Robertsedale can run parallel lines to the West side of ECBC's existing lines and infrastructure. ECBC is authorized to run a parallel transmission line up the East side of the Baldwin Beach Express from U.S. Hwy. 90 to Oak Ridge Road so as to allow ECBC to create a loop in ECBC's system.
7. The transition with respect to all parameters outlined in this Agreement will be done within 24 months. ECBC will continue to service the effected customers in the ceded service area until such time as water service has been extended to said customers as outlined herein.

8. ECBC's sewer rights remain non-exclusive, so in the event Robertsdale wants to run service in ECBC's service area, and ECBC does not have any sewer infrastructure in place in that part of their service area, they do not have to pay a franchise fee or be subject to ECBC regulations.
9. Robertsdale is given a first right of refusal to purchase any or all of the ECBC system or infrastructure in the event ECBC decides to sell the same.
10. In the event ECBC stays current with any and all City Business Licenses legally due from ECBC to Robertsdale for its activity in Robertsdale's corporate limits, police jurisdiction or newly annexed areas, no franchise fee will be due, and the same are waived. The parties agree to execute a separate franchise agreement between themselves, reflecting the same.
11. This Medication Settlement Agreement shall become final when approved by the Baldwin County Commission which said approval shall be evidenced by its execution of this document.
12. ECBC and Robertsdale will dismiss any and all pending actions or complaints against one another with prejudice.
13. Robertsdale and Baldwin County will dismiss any and all pending actions or complaints against one another with prejudice.
14. Any order entered in this case based upon this Medication Settlement Agreement shall be recorded in the probate records of Baldwin County, Alabama.
15. Each party will be responsible for their own costs of the proceeding.

**THE CITY OF ROBERTSDALE,  
a municipal corporation**



CHARLES MURPHY  
ITS: Mayor



KENNETH R. RAINES  
Attorney for City of Robertsdale  
Post Office Box 453  
Fairhope, AL 36533  
251-517-0528  
[kraines@raineslawfirm.com](mailto:kraines@raineslawfirm.com)

**EAST CENTRAL BALDWIN COUNTY WATER,  
SEWER AND FIRE PROTECTION AUTHORITY**

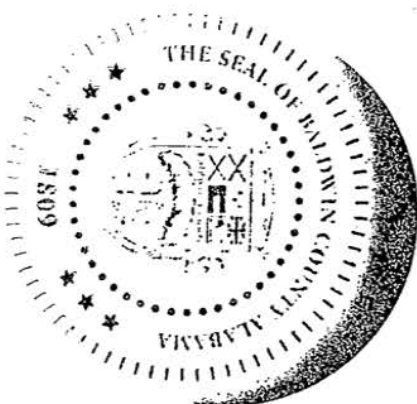
BY:



CARL A. DAVIS  
Chairman of the Board

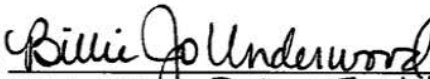


ROBERT A. WILLS  
Attorney for ECBC  
Post Office Box 547  
Bay Minette, AL 36507  
251-937-2411  
[rwills423@aol.com](mailto:rwills423@aol.com)



**BALDWIN COUNTY COMMISSION**

BY:



Printed Name: Billie Jo Underwood

Its: Chairman



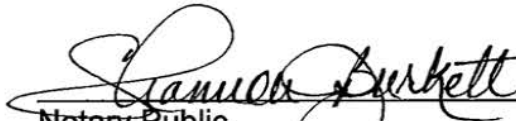
HOPE C. HICKS  
Attorney for Baldwin County  
Post Office Box 2148  
Montgomery, Alabama 36102  
Email: [hhicks@ball-ball.com](mailto:hhicks@ball-ball.com)

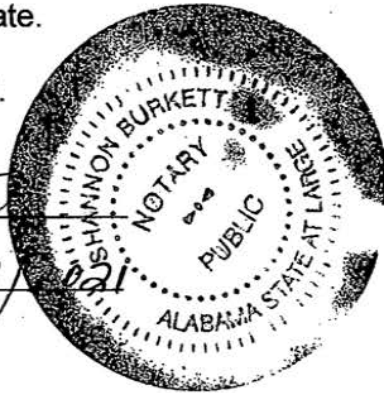
STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Charles Murphy, whose name as Mayor of The City of Robertsedale, a municipal corporation, is signed to the foregoing agreement, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said responses he executed the same voluntarily for and on behalf of The City of Robertsedale, a municipal corporation, on the day the same bears date.

Given under my hand and seal on this the 12<sup>th</sup> day of March, 2020.

  
Notary Public  
My Commission Expires: 12/01/2021



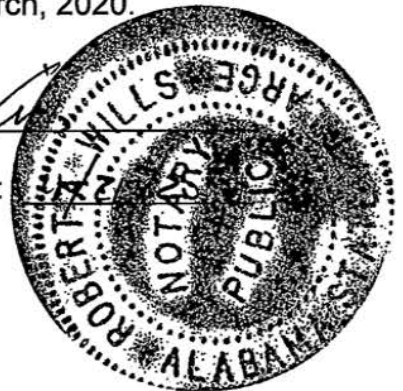
STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, do hereby certify that Carl A. Davis, whose name as Chairman of the Board of East Central Baldwin County Water, Sewer, and Fire Protection Authority, is signed to the foregoing agreement, and who is known to me as such, acknowledged before me on this day that, being informed of the contents of said responses he executed the same voluntarily for and on behalf of East Central Baldwin County Water, Sewer, and Fire Protection Authority, on the day the same bears date.

Given under my hand and seal on this the 12<sup>th</sup> day of March, 2020.

  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF ALABAMA

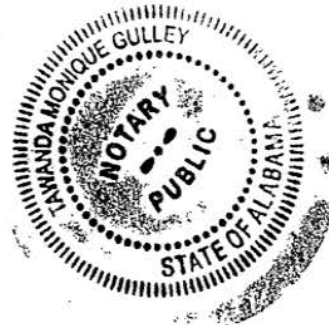
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billie Jo Underwood whose name as Chairman of the BALDWIN COUNTY COMMISSION, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this 17<sup>th</sup> day of March, 2020.

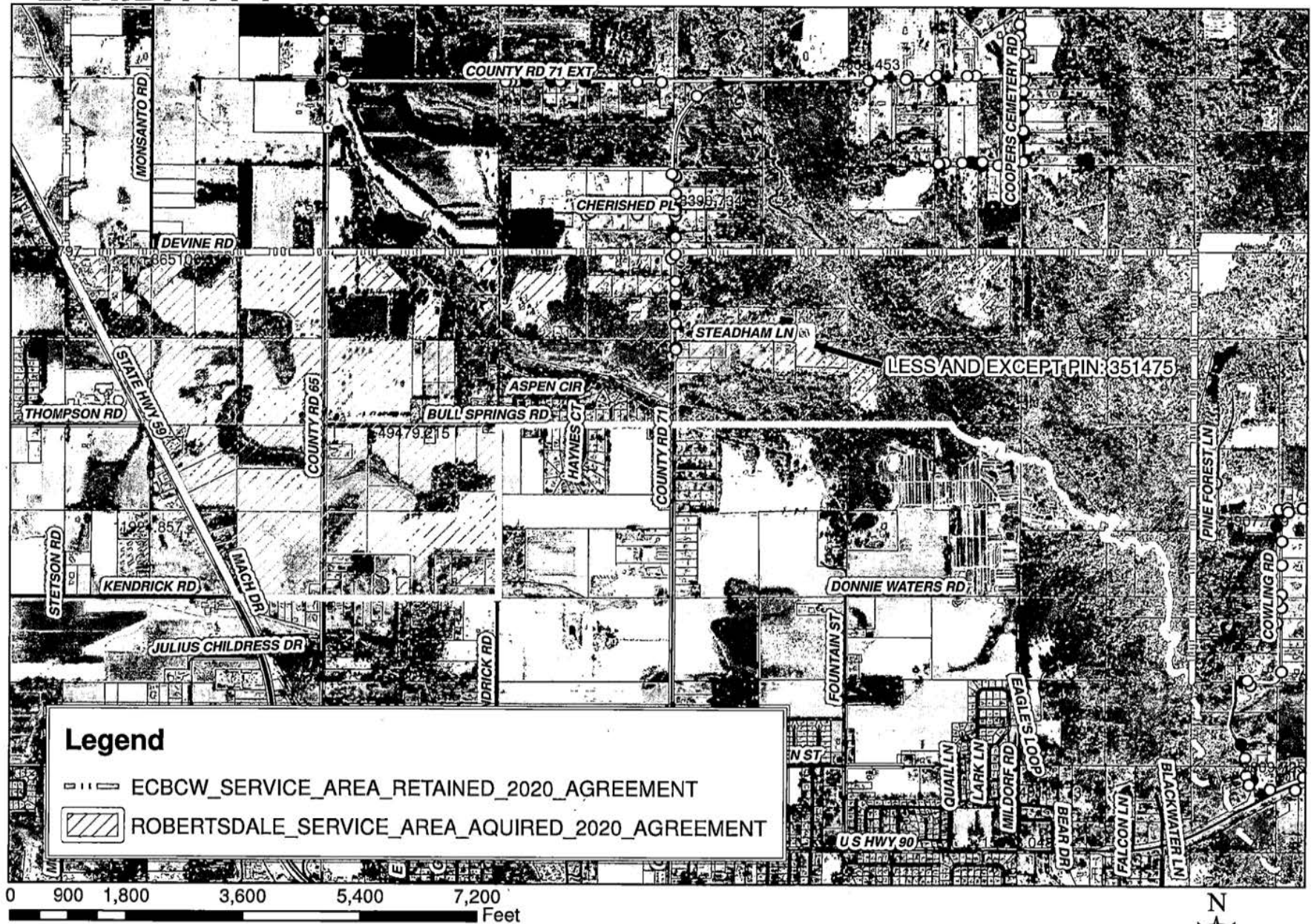
Tawanda Monique Gulley  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

My Commission Expires:  
October 29, 2023



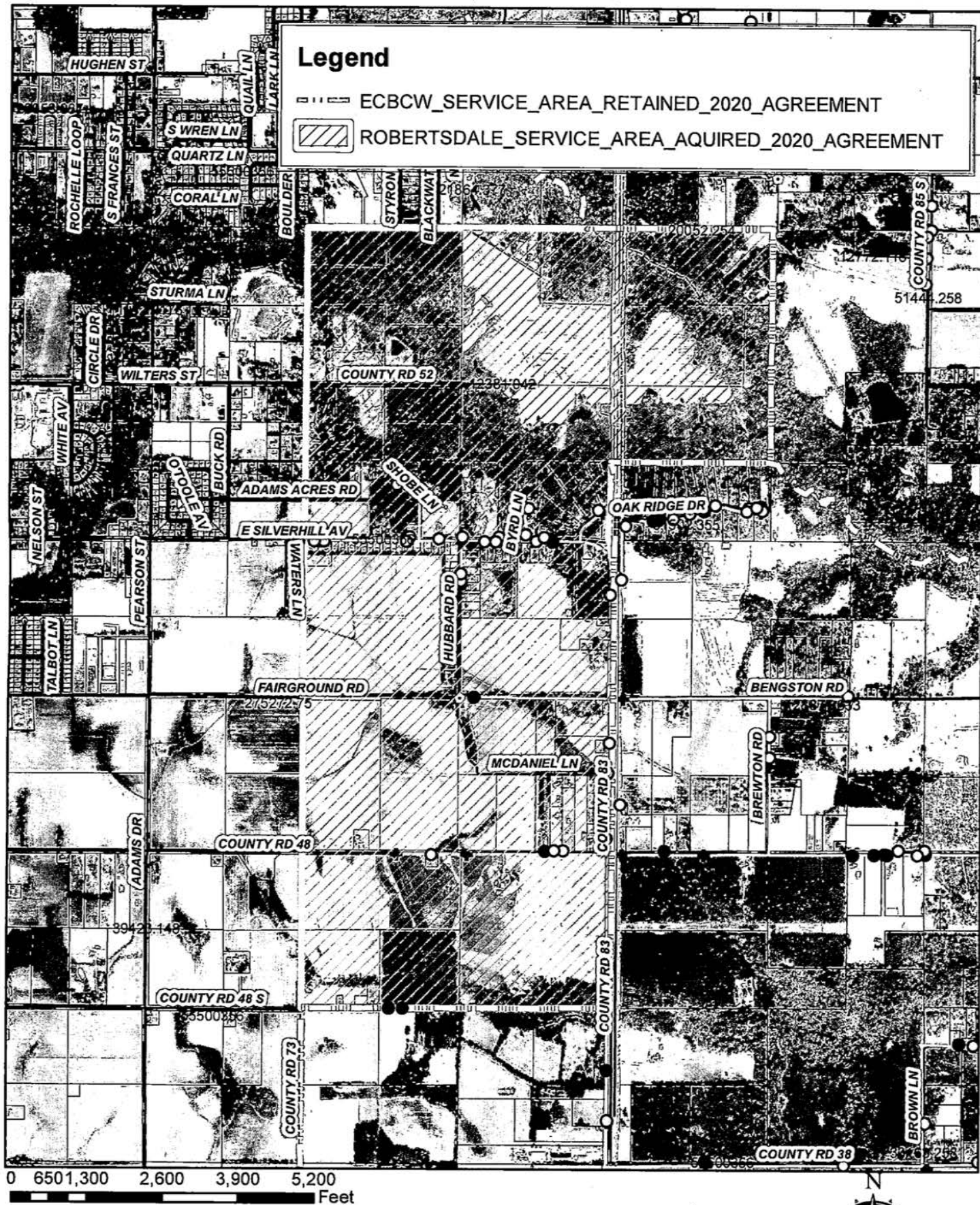


# EXHIBIT A-1





# EXHIBIT A-2



**Legal Description for Service Area South of Devine Rd. (Figure 1)**

COMMENCING and BEGINNING from the purported Southeast corner of the Southwest  $\frac{1}{4}$  of Section 30, Township 5 South, Range 4 East, Baldwin County, Alabama, thence west along the south section lines of Section 30, Township 5 South, Range 4 East, and Section 25, Township 5 South, Range 3 East to the eastern right of way line of Alabama State Highway 59, thence northwest along said right of way to the intersection of the north section line of Section 25, Township 5 South, Range 3 East, thence east along said section line to the Northeast corner of Section 25, Township 5 South, Range 3 East, thence continue east along the North section lines of Section 30, 29, and 28, Township 5 South, Range 4 East, to the Northeast corner of the Northwest  $\frac{1}{4}$  of Section 28, Township 5 South, Range 4 East, thence south along the East line of the west half of said Section 28, to the Southeast corner of the Southwest  $\frac{1}{4}$  of Section 28, Township 5 South, Range 4 East, thence continue south approximately 1,330' to the centerline of Blackwater River, thence run northwesterly along and following the centerline of said river to the Southeast corner of the Northeast  $\frac{1}{4}$  of Section 29, Township 5 South, Range 4 East, thence west to the Northwest corner of the Southeast  $\frac{1}{4}$  of Section 30, Township 5 South, Range 4 East, thence south back to the point of beginning.

Less and Except PIN 351475 located on Steadham Road.

**Legal Description for Service Area South of Hwy 90 (Figure 2)**

COMMENCING and BEGINNING from the purported Northwest corner of Section 4, Township 6 South, Range 4 East, Baldwin County, Alabama, thence south along the west section lines of Sections 4, 9, and 16 to the Southwest corner of the Northwest  $\frac{1}{4}$  of Section 16, Township 6 South, Range 4 East, thence east along the south line of the north half of Section 16, Township 6 South, Range 4 East, to the intersection of the west right of way of the Baldwin Beach Express, thence north along said right of way to the intersection of the south line of the North half of the Southeast  $\frac{1}{4}$  of Section 4, Township 6 South, Range 4 East, thence east to the Southeast corner of the North half of the Southwest  $\frac{1}{4}$  of Section 3, Township 6 South, Range 4 East, thence north along the east line of the west half of said Section 3 to the Northeast corner of the Northwest  $\frac{1}{4}$  of Section 3, Township 6 South, Range 4 East, thence west along the north lines of Section 3 and Section 4 back to the point of beginning.

## IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

THE TOWN OF SUMMERDALE, )  
 ALABAMA, a municipality; BALDWIN )  
 COUNTY SEWER SERVICE, LLC, an )  
 Alabama limited liability company; CITY )  
 OF ROBERTSDALE, a municipality, )

Plaintiffs, )

v. )

CASE NO. CV-2009-901240.80

EAST CENTRAL BALDWIN COUNTY )  
 WATER, SEWER AND FIRE )  
 PROTECTION AUTHORITY and THE )  
 BALDWIN COUNTY COMMISSION, )

Defendants. )

### SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on this 17<sup>th</sup> day of March, 2020, by and between the Town of Summerdale, hereinafter referred to as Summerdale, and East Central Baldwin County Water, Sewer, and Fire Protection Authority, hereinafter referred to as ECBC.

WHEREAS, Summerdale has instituted an action against ECBC now pending in the Circuit Court of Baldwin County, Alabama, captioned Town of Summerdale, et al, vs. East Central Baldwin County Water, Sewer, and Fire Protection Authority, et al, Civil Action No. CV-2009-901240; in which Summerdale has asserted claims; and

WHEREAS, ECBC denies any liability and wrongdoing whatsoever; and

WHEREAS, Summerdale and ECBC, through agreement, wish to settle and resolve all claims asserted in the Baldwin County Litigation and any and all other matters, claims, disputes and issues between Summerdale and ECBC; and

WHEREAS, the Parties to this Agreement having been advised of their potential rights, liabilities, obligations, if any, in connection with their respective claims against the other party and any related claims, and being represented by counsel of their own choosing, consider it in their best interest to fully settle, resolve, compromise and fully release all claims, disputes, and differences between them in order to avoid the costs, fees and uncertainty of judicial resolution and litigation; and

WHEREAS, each of the Parties desires to forego and waive any claims against the other party on the terms and conditions more specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Summerdale and ECBC hereby covenant and agree as follows:

1. Summerdale and ECBC will enter into a consent decree which will incorporate the terms of this settlement. Attached thereto will be Exhibits A and B, color-coded maps which will reflect ECBC's existing service area, ECBC's concessions or transfer of service area to Summerdale, Summerdale's service area and infrastructure being sold and conveyed from ECBC to Summerdale hereunder. These Exhibits will be official documents of ownership of all involved parties.

2. Summerdale and ECBC agree to enter into a franchise agreement for ECBC to serve all those portions of Summerdale's corporate limits lying east of the Baldwin Beach Express, as they exist at the time of the execution of this Agreement, and as they are further identified on Exhibit A. The portion of ECBC's service area which includes Summerdale's corporate limits lying east of the Baldwin Beach Express as they exist at the time of this Settlement Agreement is outlined in green. The existing corporate limits therein are designated by the red cross-hatching. The terms of said franchise agreement shall be as follows:

- (A) ECBC shall pay Summerdale a 3% franchise fee.
- (B) The term of said franchise agreement shall be for thirty (30) years after which time the franchise fee would be re-negotiated.
- (C) ECBC will have no responsibility for the payment of a business license fee, permit fee or any other similar fee in those corporate areas where it is paying the 3% franchise fee.
- (D) The franchise fee shall be paid by ECBC to Summerdale in one annual payment.
- (E) Any area lying east of the Baldwin Beach Express and lying within ECBC's service area which is annexed by Summerdale after the date of the execution of this Agreement which said area is currently being served by ECBC or where ECBC has service reasonably accessible, shall not be subject to or required to be included in a franchise agreement. However, ECBC would be responsible for any business license fee or permit fee typically charged by Summerdale for the provision of such services in those areas.

3. It is specifically agreed by and between Summerdale and ECBC that Summerdale shall be authorized to run a water line from the east side of the Baldwin Beach Express, along County Highway No. 32 to a point where Resmondo Road intersects said County Highway No. 32. This line may be run on either the north or the south side of said County Highway No. 32. The purpose of this agreement is to afford Summerdale access to two parcels of property lying in the



northeast quadrant of the intersection of Baldwin County Highway No. 32 and the Baldwin Beach Express more particularly identified by their PPIN numbers of 10959 and 65382 and to afford Summerdale access to the western portion of the Hamm property the eastern portion of which was developed as Shadyfield Estates Subdivision and which is more particularly identified as PPIN 21124. It is specifically understood and agreed that the intent of this provision is to allow Summerdale to compete on an equal basis with ECBC for service to these three parcels and Summerdale agrees that it will not use its permitting authority or any other municipal authority to coerce the owner or developer of these parcels to utilize Summerdale's water services as opposed to ECBC's water services.

4. ECBC agrees to sell and Summerdale agrees to purchase ECBC's currently existing infrastructure as shown on Exhibit B, to-wit:

- (A) County Road 34 west of the Baldwin Beach Express
- (B) Guy Burns Road
- (C) Fred Duggar Road/Sanborn Avenue
- (D) The west side of the Baldwin Beach Express running north/south from Duggar Road to Baldwin County Highway No. 32

Summerdale shall have twenty-four (24) months to take possession of said lines. ECBC will continue to provide service in these lines until Summerdale takes possession thereof. Summerdale shall pay ECBC \$25.00 per foot for each 8" line, \$20.00 per foot for each 6" line and \$10.00 per foot for each 3" line. The total cost for the purchase of this infrastructure is \$241,853.50. Summerdale agrees to pay this amount in full within thirty (30) days of the execution of this Settlement Agreement.

5. ECBC agrees to reduce its currently existing service area lying west of the Baldwin Beach Express from a line running east and west through the mid-point of Section 28, Township 6 South, Range 4 East, south to the Foley Beach Express as is more particularly described on Exhibit A. This area is outlined on Exhibit A by the red-dotted line and is further designated by the green diagonal lines, all of which lie west of the Baldwin Beach Express.

6. Summerdale and ECBC shall construct one interconnect between their systems at the southeast corner of Baldwin County Highway No. 32 and the Baldwin Beach Express with the cost thereof to be divided equally (50/50) between Summerdale and ECBC. Further, both parties agree to enter into a mutual aid agreement within thirty (30) days of the construction of said interconnect. Any improvements or upgraded apparatus installed in conjunction with this interconnect shall be paid for by the benefitting party, including, but not limited to, a pressure sustaining valve.

7. The Shadyfield Estates Subdivision shall continue to be serviced by ECBC and shall be subject to the franchise agreement described in Paragraph No. 2 hereinabove. The determination of which entity shall serve any expansion of the Shadyfield Estates Subdivision shall be made by the developer thereof. However, the conditions as set forth in Paragraph 3 hereinabove concerning the competition between Summerdale and ECBC shall apply.

8. ECBC is authorized to extend a line on the east side of the Baldwin Beach Express running from Baldwin County Highway No. 32 north to the Baldwin County Highway No. 34 / Lehman Road intersection so as to provide a "loop" in ECBC's infrastructure.

9. ECBC agrees not to extend any infrastructure running south from Baldwin County Highway No. 36 along Baldwin County Highway No. 73 without the consent of Summerdale.

10. This Settlement Agreement shall become final when approved by the Baldwin County Commission which said approval shall be evidenced by its execution of this Agreement. Summerdale and ECBC will dismiss any and all pending actions or complaints against one another with prejudice. Summerdale and Baldwin County will dismiss any and all pending actions or complaints against one another herein with prejudice.

11. Any order entered in this case based upon this Settlement Agreement shall be recorded in the Probate Records of Baldwin County.

12. Each party shall be responsible for their own costs of this proceeding.

**I HAVE READ THIS SETTLEMENT AGREEMENT AND UNDERSTAND AND AGREE TO THE TERMS AND PROVISIONS SET FORTH HEREIN.**

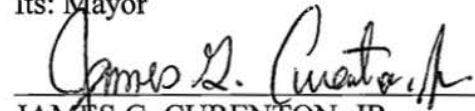
TOWN OF SUMMERDALE,  
a municipal corporation

BY:



DAVID WILSON

Its: Mayor



JAMES G. CURENTON, JR.

Attorney for the Town of Summerdale

P. O. Box 1435

Fairhope, AL 36533

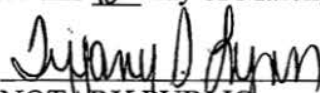
[jim@curentonlaw.com](mailto:jim@curentonlaw.com)

STATE OF ALABAMA      )

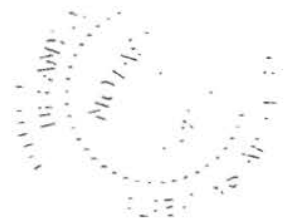
COUNTY OF BALDWIN    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Wilson, whose name as Mayor of TOWN OF SUMMERDALE, a municipal corporation, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this 12<sup>th</sup> day of March, 2020.

  
NOTARY PUBLIC

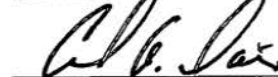
My Commission Expires: 3/30/21



**I HAVE READ THIS SETTLEMENT AGREEMENT AND UNDERSTAND AND  
AGREE TO THE TERMS AND PROVISIONS SET FORTH HEREIN.**

**EAST CENTRAL BALDWIN COUNTY WATER,  
SEWER AND FIRE PROTECTION AUTHORITY**

BY:



CARL A. DAVIS  
Chairman of the Board



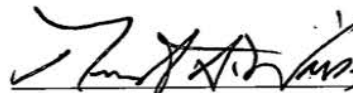
ROBERT A. WILLS  
Attorney for East Central Baldwin County  
Water, Sewer and Fire Protection Authority  
Post Office Box 547  
Bay Minette, Alabama 36507  
Email: [rwills423@aol.com](mailto:rwills423@aol.com)

STATE OF ALABAMA        )

COUNTY OF BALDWIN     )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carl A. Davis, whose name as Chairman of the Board of EAST CENTRAL BALDWIN COUNTY WATER, SEWER AND FIRE PROTECTION AUTHORITY, an Alabama nonprofit corporation, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this 12th day of March, 2020.



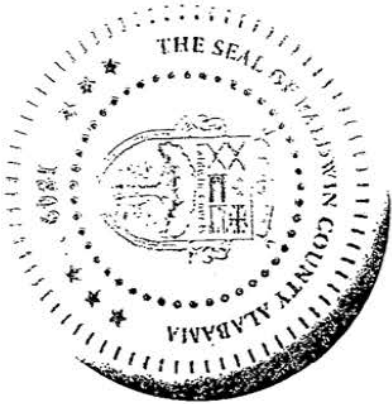
NOTARY PUBLIC

My Commission Expires: 4/21/20



I HAVE READ THIS SETTLEMENT AGREEMENT AND UNDERSTAND AND AGREE TO THE TERMS AND PROVISIONS SET FORTH HEREIN.

BALDWIN COUNTY COMMISSION



BY: Billie Jo Underwood  
Printed Name: Billie Jo Underwood  
Its: Chairman

HOPE CHICKS  
Attorney for Baldwin County  
Post Office Box 2148  
Montgomery, Alabama 36102  
Email: hhicks@ball-ball.com

STATE OF ALABAMA )

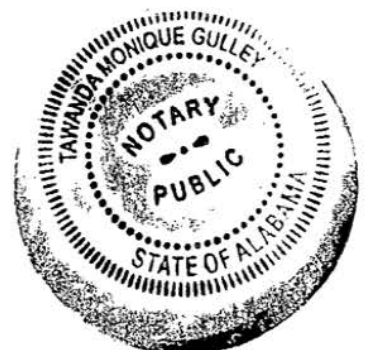
COUNTY OF BALDWIN )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billie Jo Underwood whose name as Chairman of the BALDWIN COUNTY COMMISSION, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this 17<sup>th</sup> day of March, 2020.

Tawanda Monique Gulley  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

My Commission Expires:  
October 29, 2023



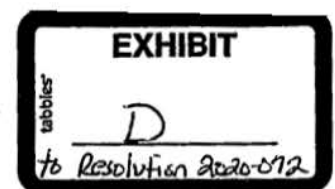
## EXHIBIT A



0 800 1,600 3,200 4,800 6,400 Feet

EXHIBIT B

## PUBLIC NOTICE



Please be informed that the Baldwin County Commission will consider at its regular meeting on March 17, 2020, the adoption of Resolution #2020-072 of the Baldwin County Commission which will amend Resolution #2002-31 of the Baldwin County Commission, reducing a portion of the service area granted to East Central Baldwin County Water, Sewer and Fire Protection Authority. Resolution #2002-31 adopted by the Baldwin County Commission on February 19, 2002, granted an application to amend the certificate of incorporation of the East Central Baldwin County Water and Fire Protection Authority to enlarge/expand the service area by adding additional territory to the East Central Baldwin County Water and Fire Protection Authority. A legal description of the proposed service area to be ceded by East Central Baldwin County Water, Sewer and Fire Protection Authority is available for inspection at the Baldwin County Administrator's Office.

The March 17, 2020, regular meeting of the Baldwin County Commission begins at 8:30 a.m. in the County Commission Chambers at the Baldwin County Administration Building located at 322 Courthouse Square in Bay Minette, Alabama.

If you have any questions regarding this Public Notice, please contact:

Wayne Dyess, County Administrator  
Baldwin County Commission  
Telephone: (251) 580-2550  
Email: [wayne.dyess@baldwincountyal.gov](mailto:wayne.dyess@baldwincountyal.gov)

Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact the Baldwin County Administration Department at (251) 937-0264.