

ORDINANCE NO. 2021-10

**AN ORDINANCE AMENDING THE SERVICE AREA OF
THE NORTH BALDWIN UTILITIES FRANCHISE AGREEMENT**

WHEREAS, the Town of Loxley and North Baldwin Utilities entered into a Franchise Agreement on March 10, 2014 which was authorized by Town of Loxley Ordinance Number 2014-03; and

WHEREAS, the Town of Loxley and North Baldwin Utilities wish to amend the Service Area in that Franchise Agreement to include some additional land;

NOW THEREFORE, be it ordained by the Town Council of the Town of Loxley, Alabama as follows:

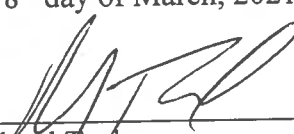
1. That, pursuant to state law, the Mayor and Town Clerk of the Town of Loxley are hereby authorized and directed to execute, acknowledge and attest the First Amendment to Franchise Agreement between Town of Loxley, Alabama and North Baldwin Utilities, in substantially the form as is attached hereto.

2. That the officers of the Town, or any one or more of them, are hereby authorized and directed to do and perform or cause to be done or performed in the name and on behalf of the Town such other acts, and execute, deliver, file and record such other instruments, documents, certificates, and notifications, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this Ordinance.

3. That any prior actions taken or agreements made or documents executed by any officers of the Town in connection with the Town of Loxley and the transactions herein authorized and approved are hereby ratified, confirmed and approved.

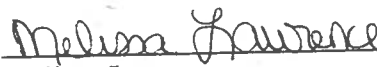
4. That this Ordinance shall take effect immediately after its publication as required by law, and all resolutions, ordinances, orders, or parts thereof in conflict or inconsistent with any provision herein are, to the extent of such conflict or inconsistency, hereby repealed.

PASSED, ADOPTED and APPROVED this the 8th day of March, 2021.



Richard Teal
Mayor


ATTEST:



Melissa Lawrence
Town Clerk/Treasurer

CERTIFICATION OF POSTING

I, Melissa Lawrence, Town Clerk/Treasurer of the Town of Loxley, Alabama hereby certify that the above noted ordinance was published by posting copies thereof in the Loxley Post Office, Loxley Public Library, Loxley Police Station and Loxley Town Hall beginning March 10, 2021 and took effect five (5) days thereafter.



Melissa Lawrence
Town Clerk/Treasurer

COUNTY OF BALDWIN
STATE OF ALABAMA

FIRST AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN TOWN OF LOXLEY, ALABAMA
AND NORTH BALDWIN UTILITIES

The Town Council of the Town of Loxley (“Loxley”) and North Baldwin Utilities (“NBU”) hereby agree as follows:

WHEREAS, Loxley and NBU are parties to a Franchise Agreement dated in March 10, 2014 pursuant to Loxley Ordinance No. 2014-03 (the “Franchise Agreement”); and

WHEREAS, the Franchise Agreement does not convey a franchise for NBU to operate in all of the corporate limits of Loxley, but rather it conveys a non-exclusive franchise to NBU to operated only in a defined “Service Area” which was described and depicted in Exhibit “A” to the Franchise Agreement; and

WHEREAS, Loxley and NBU would both like to amend the Franchise Agreement to add some additional lands to the “Service Area” thereby expanding NBU’s non-exclusive franchise rights;

NOW, THEREFORE, the Town of Loxley and North Baldwin Utilities hereby agree as follows:

1. That the Franchise Agreement dated March 10, 2014 is hereby amended to revise and expand the Service Area to include the property described and depicted on Exhibit “A” which is attached hereto and incorporated herein by reference.
2. That all other terms, requirements, conditions, and provisions of the Franchise Agreement remain in full force and effect and are unchanged by this Amendment.

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

[signatures follow on next page]

WITNESS:

TOWN OF LOXLEY

(Signature)

By: _____

Its: _____

Date: _____

WITNESS:

NORTH BALDWIN UTILITIES

(Signature)

By: _____

Its: _____

Date: _____

Attachments – Exhibit “A” (Service Area Description and Depiction)

Exhibit "A"
**FIRST AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN TOWN OF LOXLEY, ALABAMA
AND NORTH BALDWIN UTILITIES**

(Original Service Area)

Northeast Quarter of the Northeast Quarter of Section 30, Township 4 South, Range 3 East,
Baldwin County, Alabama.

That part of East half of Section 19; East half of North-West Quarter and South-West Quarter described as follows: Begin at the Southwest corner of said Section 19; Thence North along the West boundary of said Section 19 a distance of 328.6 feet to intersection with the center line of a public road, said intersection being the Point of Beginning of the arc of a curve turning to the left and having a radius of 1910.08 feet, said arc being subtended by a central angle of 24 degrees 31 minutes and having a chord 811.10 feet in length, said chord forming an angle of 45 degrees 47 minutes 30 seconds to the right from said West boundary; thence northeasterly along said arc which is the center line of said public road 817.32 feet; thence northeasterly along the center line of said public road which is a straight line tangent to said arc 4258.4 feet to Point of Beginning of the arc of a curve tangent to said straight line, said arc having a radius of 1637.28 feet and being subtended by a central angle of 27 degrees 34 minutes; thence northeasterly along said arc which is the center line of said public road 787.74 feet; thence northeasterly along the center line of said road which is a straight line tangent to said arc 99.8 feet to intersection with the North boundary of said Section; thence turning an angle of 84 degrees 13 minutes to the right in an easterly direction along said North boundary 2174.40 feet to the Northeast corner of said Section 19; thence South along the East boundary of said Section 19 to the Southeast corner thereof; thence West along the South boundary of said Section 19 to the Point of Beginning.

LESS AND EXCEPT a parcel described as beginning at the Southwest corner of Section 19 thence run North to the southeast line of Highway 31; thence Northeast along said Highway 1070'(S); thence Southeast 379.1'; thence Southeast 300.4'; thence Southeast 364.8'; thence Southwest 267.7'; thence Southwest 142'(S) to the north line of a 40' right of way; thence West to the point of beginning.

And,

(Additional Service Area - "PEMBROOKE SUBDIVISION")

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, A DISTANCE OF 1597.32 FEET TO A CAPPED REBAR (EDS) AT THE NORTHEAST CORNER OF CHURCHILL DOWNS AMENDED, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2329-F, BALDWIN COUNTY PROBATE RECORDS FOR THE POINT OF BEGINNING; THENCE

RUN ALONG THE NORTH MARGIN OF SAID CHURCHILL DOWNS, THE FOLLOWING DESCRIBED COURSES: NORTH 89 DEGREES 40 MINUTES 20 SECONDS WEST, A DISTANCE OF 140.15 FEET TO A CAPPED REBAR (EDS); THENCE RUN SOUTH 55 DEGREES 05 MINUTES 55 SECONDS WEST, A DISTANCE OF 60.61 FEET TO A CAPPED REBAR (EDS); THENCE RUN NORTH 89 DEGREES 41 MINUTES 12 SECONDS WEST, A DISTANCE OF 961.90 FEET TO A CAPPED REBAR (EDS); THENCE RUN SOUTH 61 DEGREES 20 MINUTES 22 SECONDS WEST, A DISTANCE OF 61.43 FEET TO A CAPPED REBAR (EDS); THENCE RUN NORTH 83 DEGREES 13 MINUTES 55 SECONDS WEST, A DISTANCE OF 185.60 FEET TO A CAPPED REBAR (EDS) AT THE NORTHWEST CORNER OF SAID CHURCHILL DOWNS, AND THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 31; THENCE RUN NORTH 06 DEGREES 24 MINUTES 25 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 216.47 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY, AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 10709.75 FEET, AN ARC LENGTH OF 472.49 FEET, (CHORD BEARS NORTH 07 DEGREES 45 MINUTES 18 SECONDS EAST, A DISTANCE OF 472.45 FEET) TO A CONCRETE MONUMENT; THENCE DEPARTING SAID EAST RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 46 MINUTES 54 SECONDS EAST, A DISTANCE OF 1300.81 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00 DEGREES 06 MINUTES 40 SECONDS EAST, A DISTANCE OF 642.09 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 20.88 ACRES, MORE OR LESS.

FRANCHISE MAP

