

**BOARD OF ZONING ADJUSTMENT
STAFF REPORT****Date: December 3, 2018**

<u>CASE NUMBER</u>	6224
<u>APPLICANT NAME</u>	Robert Myers
<u>LOCATION</u>	2955 & 2989 Dauphin Street (Southeast corner of Dauphin Street and South Sage Avenue)
<u>VARIANCE REQUEST</u>	To allow a car wash in a B-2, Neighborhood Business District; the site was rezoned to B-2, Neighborhood Business District, via Ordinance 64-049 which has been construed to limit to a drug store or a bank
<u>ZONING</u>	B-2, Neighborhood Business District for a drug store, bank
<u>AREA OF PROPERTY</u>	1.17 Acres
<u>ENGINEERING COMMENTS</u>	NO COMMENT
<u>TRAFFIC ENGINEERING COMMENTS</u>	NO COMMENT
<u>URBAN FORESTRY COMMENTS</u>	Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site will require a tree removal permit.
<u>FIRE DEPARTMENT COMMENTS</u>	All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code).

CITY COUNCIL
DISTRICT

District 1

ANALYSIS

The applicant is requesting a use variance to allow a car wash in a B-2, Neighborhood Business District; the site was rezoned to B-2, Neighborhood Business District, via Ordinance 64-049 which has been construed to be limited to a drug store or a bank.

The site has been given a Low Density Residential land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

To properly analyze the request, a brief history of the site is needed.

2008—Applications for rezoning, planned unit development (PUD) and subdivision were submitted for this site and the overall 38+/- acre property. Requests were revised and multiple public hearings set; however, the last (rezoning) notice of public hearing stated the site was to be rezoned from R-1 to B-2 to “allow a bank, drug store.” The rezoning(s) were approved, with several conditions; one of the conditions was an approved PUD.

2016—PUD application submitted for shared access between three lots. The PUD was approved; however, the PUD expired, and the applicant had to re-apply.

2018—PUD application submitted for shared access between three lots. The Planning Commission denied the PUD; the applicant appealed the denial to the City Council, and the City Council upheld the Planning Commission's decision.

A complete copy of the applicant's narrative and exhibits are included at the end of this report. The applicant states that

In 2016, Robert Myers, a developer and operator of gas stations and carwash businesses, was looking for a new site for a carwash. He found a property listed for sale at 2989 Dauphin Street, which is Lot 2 of Graf Dairy Subdivision. The zoning map for the City of Mobile showed Lot 2, Graf Dairy Subdivision, as being zoned B-2. The City's zoning information did not show it to be a PUD or to have any restrictions on the uses otherwise allowed in a B-2 district. He was advised that a carwash was a permitted use in a B-2 district. See Affidavit of Robert Myers attached hereto as Ex. "B."

Lot 2, Graf Dairy Subdivision, was created in 2008 as part of an approved subdivision of property on the southeast corner of Dauphin and Sage Avenues. As part of the subdivision process, the City Zoning Ordinance was amended to change the zoning classification of Lot 2, Graf Dairy Subdivision from R-1 to B-2 without further restriction on the uses permitted in a B-2 district. See Ordinance No. 64-049 (Ex. "C"). The Ordinance, in fact, expressly states that, with respect to the change in classification of the property from R-1 to B-2, "it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District" (Ex. "C") (emphasis added). The published zoning map for the City of Mobile also shows Lot 2, Graf Dairy Subdivision, as zoned B-2 without restriction (Ex. "D").

On March 24, 2016, Mr. Myers entered into a contract to purchase Lot 2 for \$675,000, contingent upon his satisfactory completion of inspections and due diligence on the property. (Ex. "1" to Ex. "B"). During this due diligence period, Mr. Myers met with various City officials about his plan to build and operate a carwash on the property, a permitted use in B-2 Districts. None of them advised that such a use was not permitted on the property, or that the B-2 zoning on the property had any restrictions on uses that were permitted in such districts. All City officials operated as if a carwash was an allowed use by right on the property (Ex. "B", 5).

Before closing on the purchase of Lot 2 for \$675,000, Mr. Myers applied for PUD approval to construct and operate the carwash on the property, as well as a driveway running from the Lot to Sage Avenue to allow access from Sage (Ex. "2" to Ex. "B"). The Planned Unit Development department of the City recommended

approval of the PUD application (Ex. "3" to Ex "B"). Thereafter, on October 20, 2016, the Planning Commission approved the PUD application (Ex. "4" to Ex. "B"). No questions or objections were ever raised about the zoning on the property not permitting the use of the property as a carwash. No appeal of the Planning Commission's approval was ever filed by the City or by anyone else (Ex. "B," 5).

In March of 2017, after the Planning Commission had approved the PUD application, Mr. Myers closed on the purchase of Lot 2 (Ex. "5" to Ex. "B"). At no time prior to his purchase of the property did anyone from the City tell him there was any question over the permitted uses allowed on the property or that there was any question over whether a carwash was a permitted use. Further, the City of Mobile represented that he could develop Lot 2 without having the abutting owners develop the other land. Had he been told that the property was not zoned B-2, or that the property was zoned B-2 but limited to a bank or drugstore, or that the property was zoned B-2 but could only be developed in conjunction with the development of the land owned by others, he would not have purchased the property. He reasonably relied on the City's and Planning Commission's representations and actions to his detriment in purchasing Lot 2 (Ex. "B," 6).

On March 2, 2018, Mr. Myers submitted another application for PUD approval to use his property as a carwash (the earlier PUD approval having expired after construction had not commenced within a year of that approval)(Ex "E"). On May 29, 2018, the Planning Commission issued a Letter of Decision in which it denied this application (Ex. "F"). This Decision concluded that the letter notifications sent to adjacent property owners in 2008, before Ordinance o. 64-049 was adopted, "provided notification that the subject property was to be rezoned R-1 to B-2 'to allow a bank and drug store.' " (Ex. "F," 7). Consequently, it found that the notices "did not alert adjacent property owners who might have opposed other uses permitted in a B-2 zone such a car wash." Therefore, even though the Ordinance itself expressly allows for any use permitted in a B-2 District, the Planning Commission concluded that the rezoning was limited to the specific uses of a bank or drug store (Ex. "F," 8). On appeal, on June 19, 2018, the City Council affirmed the Planning Commission's decision (Ex. "G").

As summarized in his Administrative Appeal, filed on October 30, 2018, with this Board, Mr. Myers is appealing a similar interpretation of the Ordinance provided by Margaret Pappas, Deputy Director for Planning and Zoning, City of Mobile, stating that, subject to certain conditions, the property is zoned B-2 but allows only a bank or drugstore to be constructed on the parcel. As further summarized in the Administrative Appeal, the basis of this interpretation is presumably the same as the basis for the decision of the Planning Commission, denying Mr. Myers' second application for PUD approval. This interpretation of the Ordinance is insupportable and contrary to law for reasons discussed in the Administrative Appeal. Mr. Myers refers to and by this reference incorporates herein the facts, exhibits and argument made in support of his Administrative Appeal.

A. Reasons for Use Variance

In the event the Board determines to deny Mr. Myers' administrative appeal and affirm the interpretation of Ordinance No. 64-049, as set forth in the letter of Ms. Margaret Pappas, Deputy Director of Planning and Zoning, dated October 1, 2018, Mr. Myers would, in the alternative, and without prejudice to his rights to seek further review and relief from such an interpretation, seek a variance from the terms of the Ordinance, as so interpreted, so as to permit the property's use as a carwash as proposed in his 2018 PUD Application (Ex. "E") . Such a variance is necessary to avoid unnecessary hardship to Mr. Myers and other subsequent owners of the Lot and will not be contrary to the public interest. Moreover, the spirit of the Ordinance shall be observed and substantial justice shall be done by granting the variance.

As the facts above show, Mr. Myers, in acquiring the property for \$675,000, relied upon the City's acts and representations that Lot 2 could be used for a carwash, and upon the Planning Commission's approval of (and the City's failure to appeal) his 2016 PUD application to construct and operate a carwash on the property. To now limit the uses of the property to a bank or a drug store would unjustly deprive Mr. Myers, and any subsequent owners of the property, of all but two very limited, specialized commercial uses of the property. Mr. Myers is a developer and operator of gas stations and carwash businesses. He does not have the resources to develop the property as a bank or drug store and has no business experience or expertise in the development of such commercial enterprises. Nor can any subsequent owner utilize the property for any use permitted in a B-2 district, except a bank or drug store, despite the Ordinance's language to the contrary.

Allowing such a variance is consistent with the "spirit" of the Ordinance which, on its face, would permit such a use. And it will not be contrary to the public interest: Any use of the property as a carwash with a driveway across neighboring land will be subject to approval in the PUD process, which will allow for public input and the imposition of any necessary conditions upon the property's use as a carwash. This variance will simply re-permit a use to which the general public did not object in 2016 when PUD approval was given for this use. The public at large has been advised, through the publication of the Ordinance in 2008, that any use permitted in a B-2 district is allowed on the property. Substantial justice will be done to Mr. Myers, as well as the surrounding neighborhood, which has been advised of the terms of the Ordinance since its adoption.

The proposed improvements to be constructed on the property, for purposes of the carwash, are shown on the attached site plans (Ex. "A"). The carwash would operate 365 days a year, January from 08:00 a.m. to 7:00 p.m. The number of employees on site would be two to three. The average number of customers per day on an annualized basis would be approximately 350. Gross square footage and parking requirements are shown on the attached site plans.

The City map web page clearly states in the disclaimer that “Any user of this map product accepts the same as is, with all faults, and assumes all responsibility for the use thereof, and further covenants and agrees to hold the City of Mobile harmless from and against any damage, loss or liability arising from any use of the map product.”

Additionally, conditions placed on a rezoning amendment are not published on the City’s mapping website (it is a map); nor are PUDs mapped on the website. Additionally, as provided by the applicant in Exhibit C, the rezoning amendment was clearly predicated on four conditions, with condition #2 “limited to an approved PUD, as may be required to be amended.”

As outlined in the abbreviated time line above, a PUD was approved in 2016, and shortly thereafter the applicant purchased the property. However, that (2016) PUD was allowed to expire, thus necessitating a new PUD application, which was submitted earlier this year. During the course of the public hearing for the 2018 PUD, the Planning Commission found that “the rezoning to B-2 thus permitted the property to be used for “‘a bank and drugstore,’ and the rezoning is limited to the specific uses.” The Commission also found that “The use as a car wash is not allowed by the rezoning Ordinance, #64-049.” See Exhibit F.

At the May 17, 2018 Planning Commission meeting, the issue of restricted use was discussed at length. The Commission asked if the applicant would like to withdraw his (PUD) request. Legal counsel for the applicant informed the Commission they wanted to continue with the application. Once the PUD application was denied, as outlined in Section 64-8-B.2.d., the applicant then filed an appeal to the City Council. The City Council upheld the Planning Commission’s decision. To appeal the denial of the PUD, the applicant may appeal to circuit court; not the Board of Zoning Adjustment.

The issue of use restriction is not a matter of hardship for the applicant; it is a zoning issue that should be correctly addressed by the Planning Commission through their recommendation and legislative action by the City Council. The applicant should make an application for rezoning to eliminate the use restriction, and may consider redesigning the site.

The Zoning Ordinance specifically states in Section 64-8.B.6.f(3) “No variance shall be authorized: (c) Where economic loss is the sole basis for the application for variance.” While the applicant may have purchased the property with the intent to construct a car wash; properly filing an application for rezoning, and any other required zoning applications, such as a corresponding PUD, would not result in an unnecessary hardship.

RECOMMENDATION: Staff recommends to the Board the following findings of fact for Denial:

- 1) approving the variance will be contrary to the public interest in that the subject site could be used in a compliant fashion without the need for variances;
- 2) special conditions do not exist and there are not hardships which exist in that the applicant could submit a Rezoning, application to the Planning Commission (and City

Council), along with some minor adjustments to the site plan, eliminating the need for variances; and

- 3) the spirit of the chapter shall not be observed and substantial justice shall not be done to the surrounding neighborhood by granting the variance because it is simply the applicant's desire to seek a variance instead of making application to the Planning Commission and City Council.

Revised for the January 7, 2019 meeting:

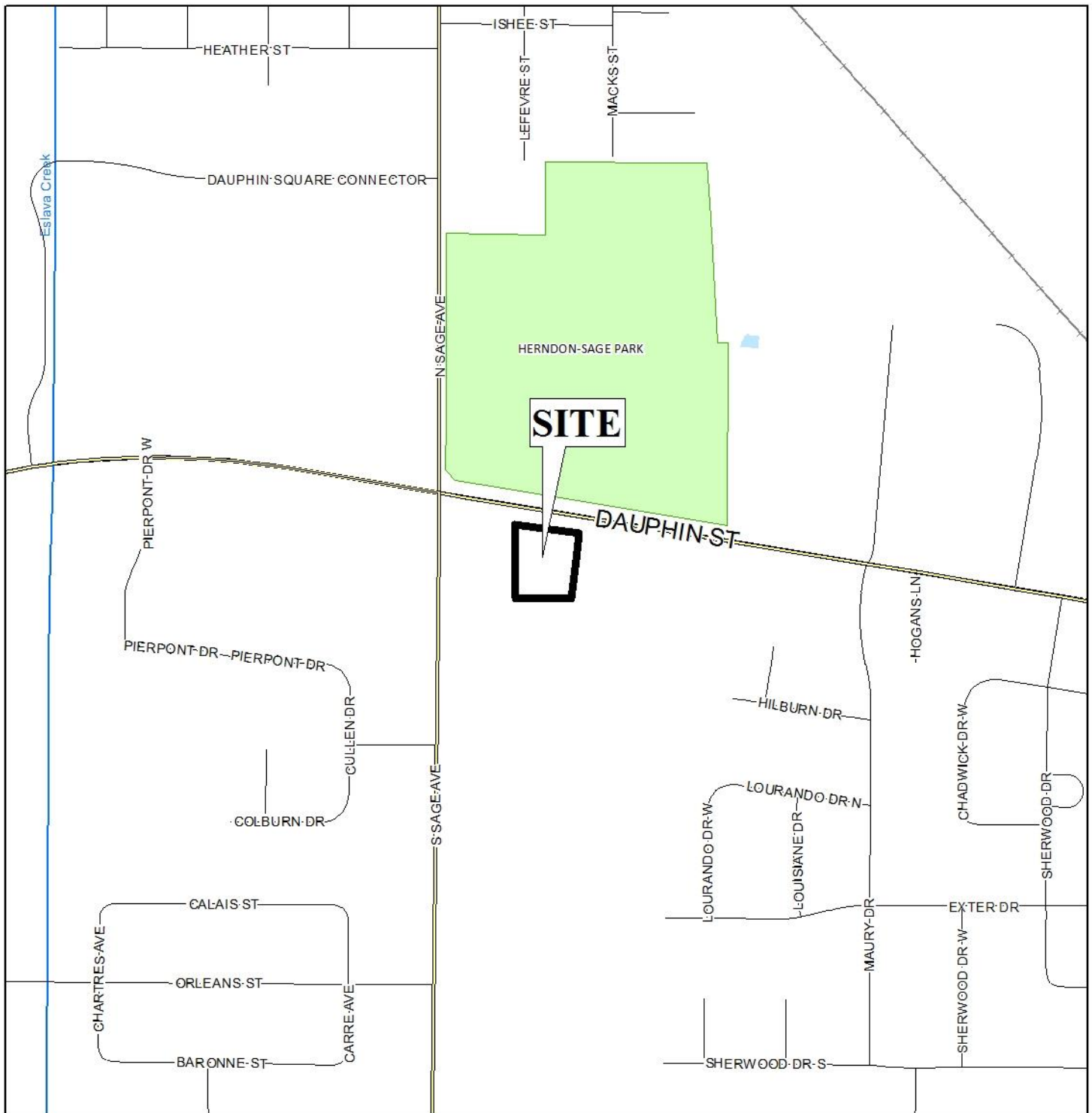
The request was heldover from the December 2018 meeting by the Board, to allow additional time for legal counsel to review the request.

RECOMMENDATION:

Staff recommends to the Board the following findings of fact for Denial:

- 1) approving the variance will be contrary to the public interest in that the subject site could be used in a compliant fashion without the need for variances;
- 2) special conditions do not exist and there are not hardships which exist in that the applicant could submit a Rezoning, application to the Planning Commission (and City Council), along with some minor adjustments to the site plan, eliminating the need for variances; and
- 3) the spirit of the chapter shall not be observed and substantial justice shall not be done to the surrounding neighborhood by granting the variance because it is simply the applicant's desire to seek a variance instead of making application to the Planning Commission and City Council.

LOCATOR MAP



APPLICATION NUMBER 6224 DATE January 7, 2019

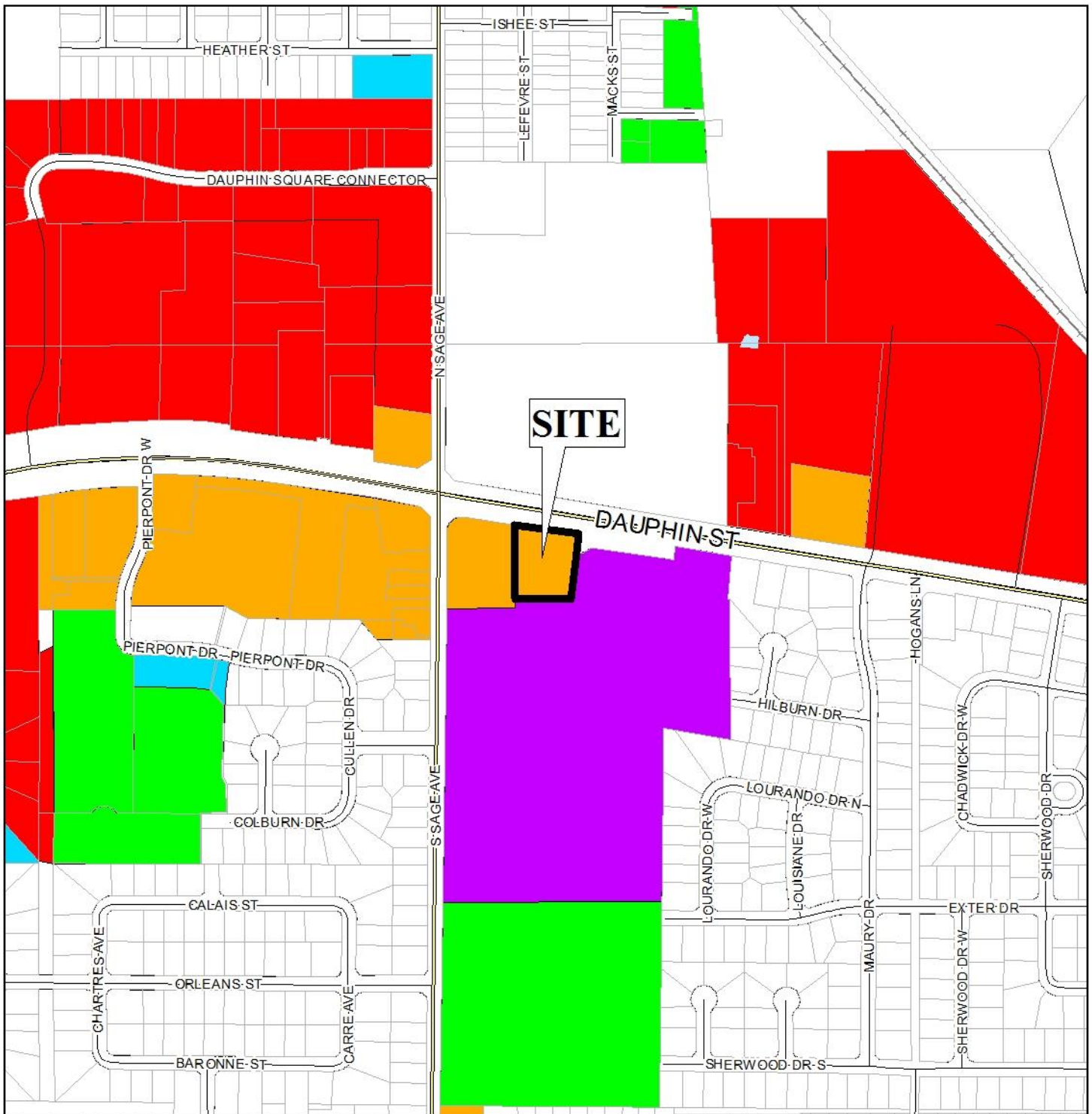
APPLICANT Robert Myers

REQUEST Use Variance



NTS

LOCATOR ZONING MAP



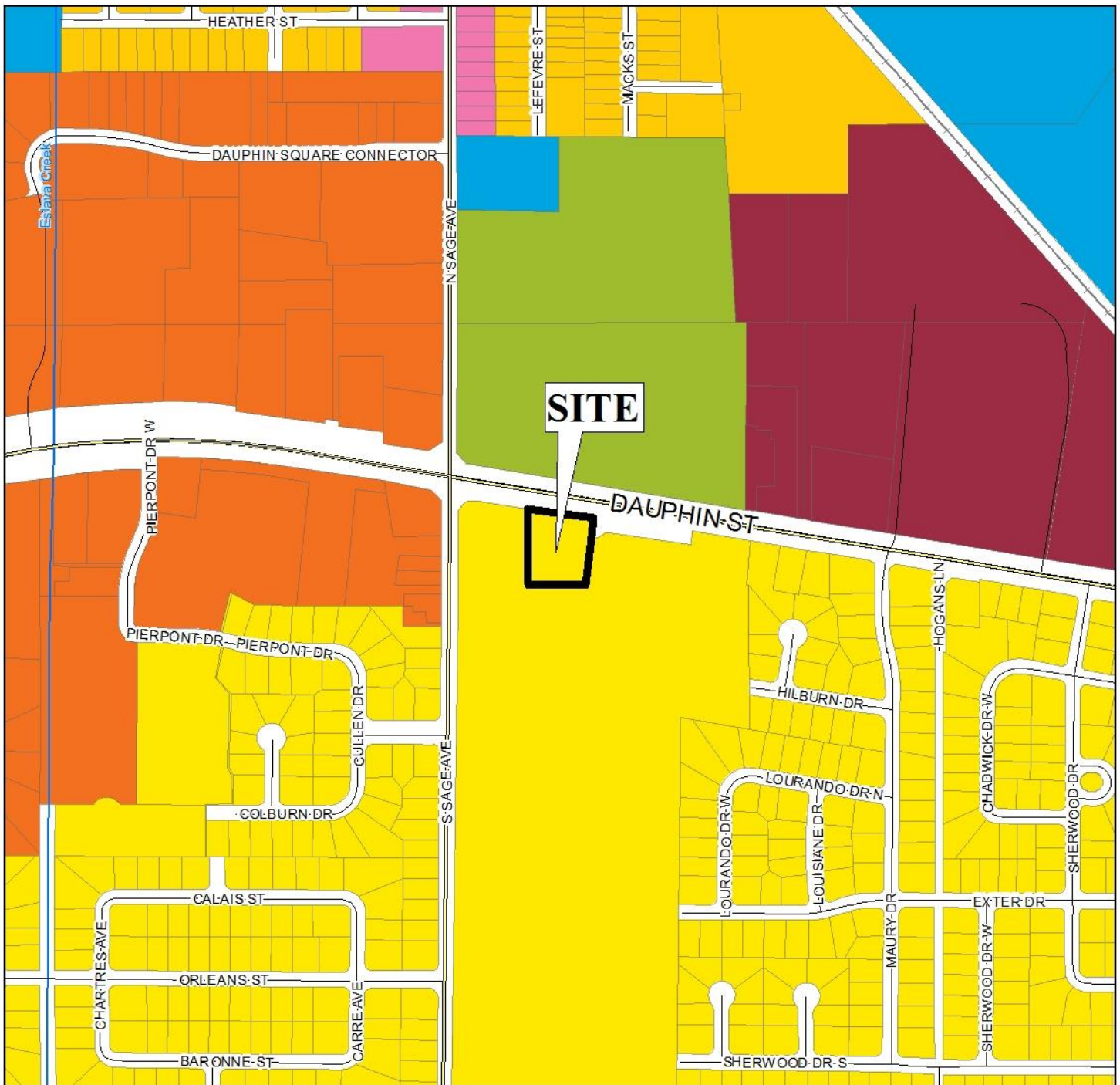
APPLICATION NUMBER 6224 DATE January 7, 2019

APPLICANT Robert Myers

REQUEST Use Variance



FLUM LOCATOR MAP



APPLICATION NUMBER 6224 DATE January 7, 2019

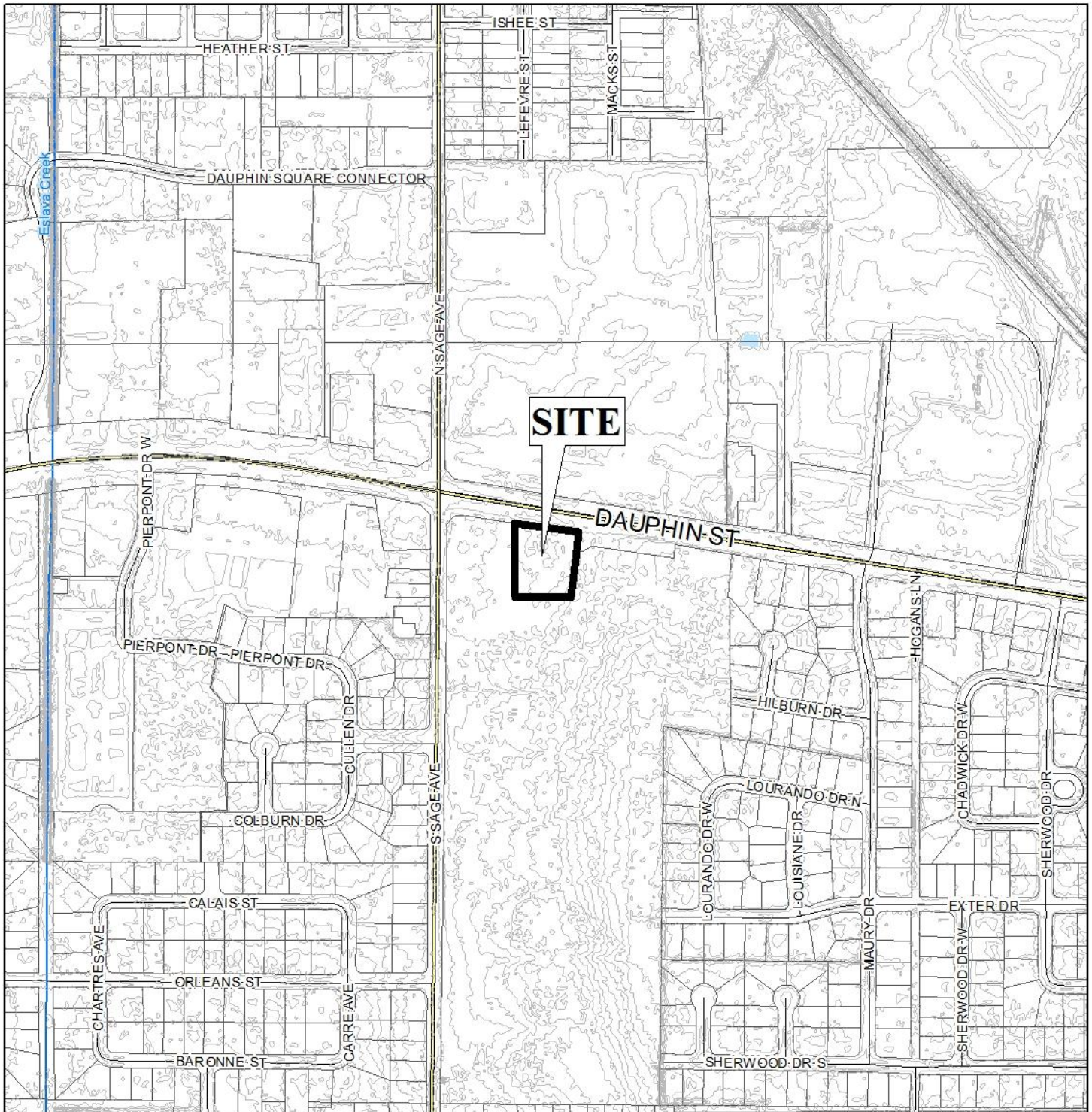
APPLICANT Robert Myers

REQUEST Use Variance

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	



ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6224 DATE January 7, 2019

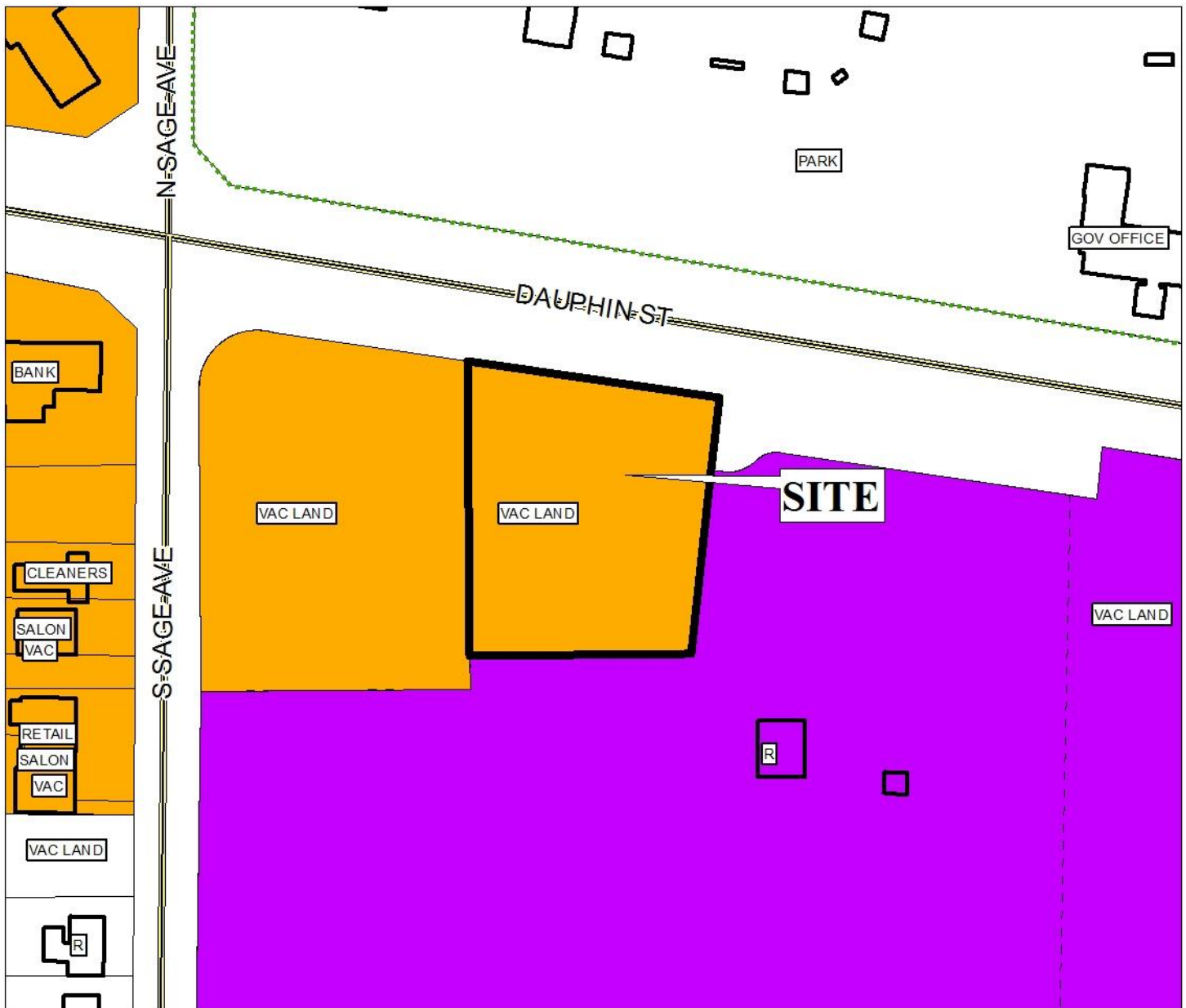
APPLICANT Robert Myers

REQUEST Use Variance



NTS

BOARD OF ADJUSTMENT VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west and a park to the north.

APPLICATION NUMBER 6224 DATE January 7, 2019

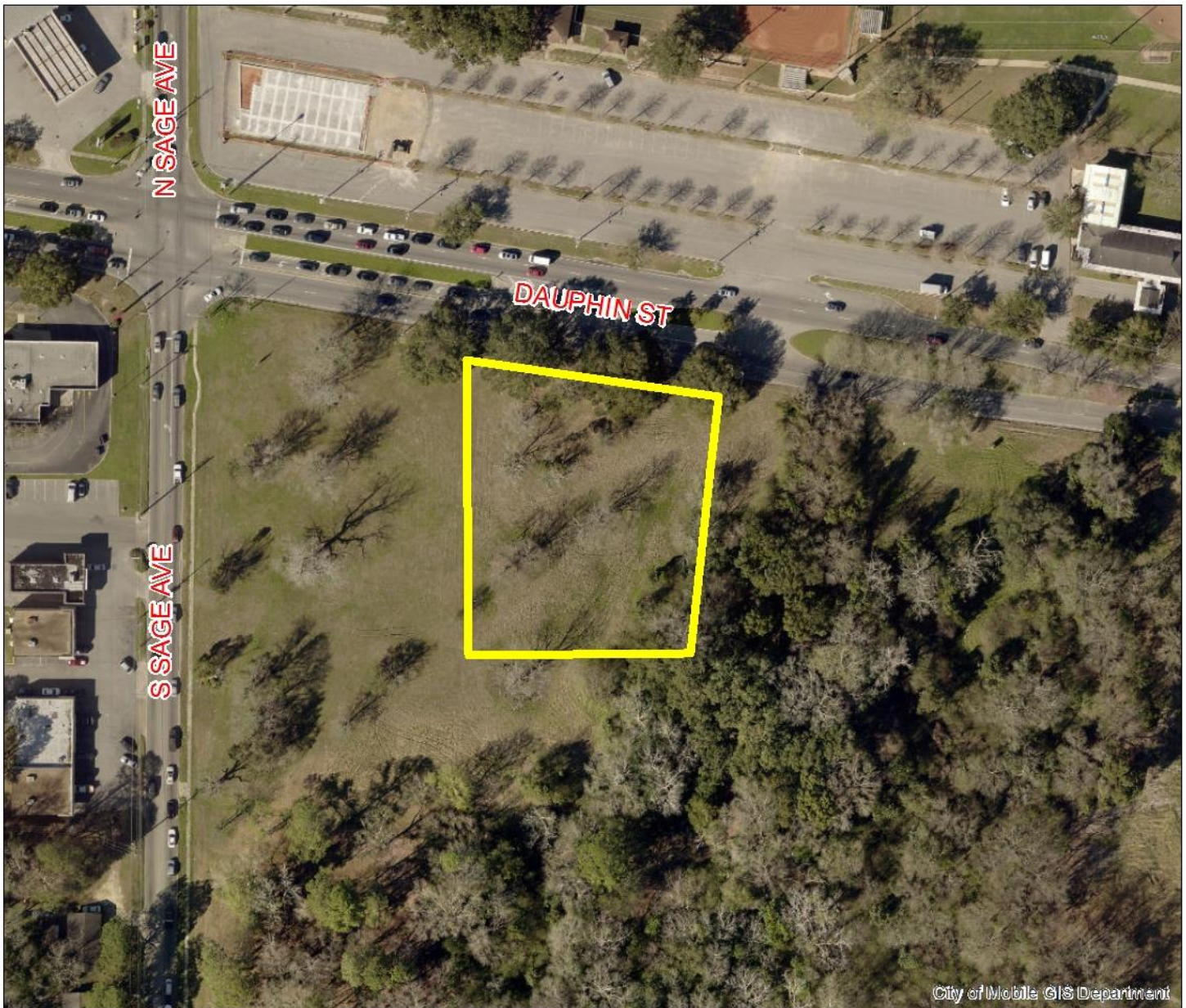
APPLICANT Robert Myers

REQUEST Use Variance

 R-A	 R-3	 T-B	 B-2	 B-5	 MUN	 SD-WH	 T5.1
 R-1	 R-B	 B-1	 B-3	 I-1	 OPEN	 T3	 T5.2
 R-2	 H-B	 LB-2	 B-4	 I-2	 SD	 T4	 T6



BOARD OF ADJUSTMENT VICINITY MAP - EXISTING AERIAL

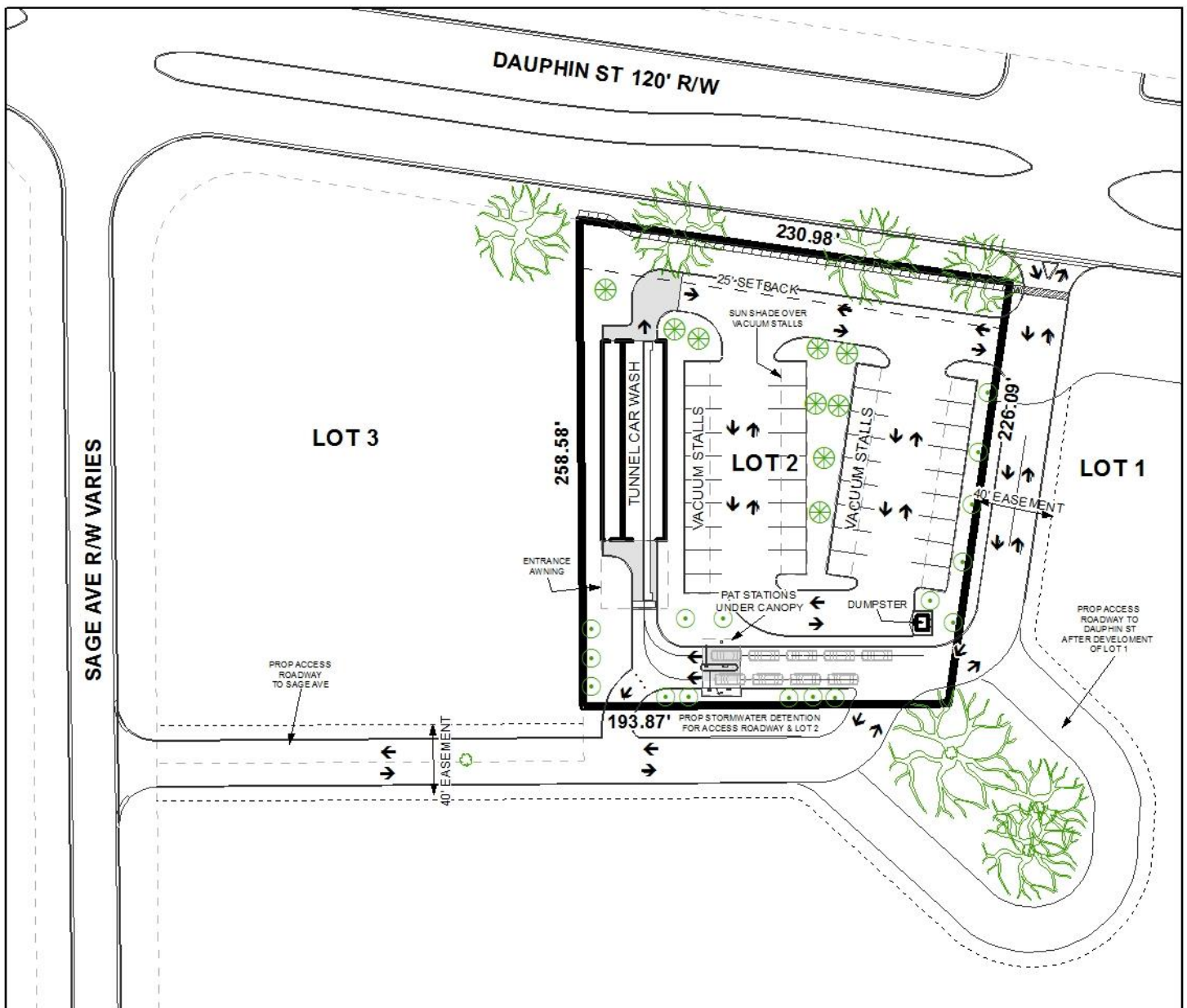


The site is surrounded by commercial units to the west and a park to the north.

APPLICATION NUMBER	6224	DATE	January 7, 2019
APPLICANT	Robert Myers		
REQUEST	Use Variance		



SITE PLAN



The site plan illustrates the proposed car wash, vacuum stalls, easements, and setback.

APPLICATION NUMBER 6224 DATE January 7, 2019
 APPLICANT Robert Myers
 REQUEST Use Variance



EXHIBIT

"A"

[illegible]

TO: HON. J. J. PICKENS, U.S. SENATOR, WASHINGTON, D.C.
FROM: J. J. PICKENS, U.S. SENATOR, WASHINGTON, D.C.
SUBJECT: SEN. J. J. PICKENS, U.S. SENATOR, WASHINGTON, D.C.
RE: SEN. J. J. PICKENS, U.S. SENATOR, WASHINGTON, D.C.

RECORD ZONE:
RECORD SOURCES: INFORMATION SHOWN HEREON IS BASED ON RECORD PLAT OF LAND DATA, MAP BOOK 117, PAGE 77.

THE NOTE:
THIS ORIGIN DOES NOT REFLECT ANY TYPE OF EASTWEST RESEARCH GROUP STAFF HALL VIEWS ON THE CURRENT OR FUTURE COMMUNITARIAN FLOOD ZONE REGULATION MADE FROM GRAPING NOTHING ONLY.

UTILITY NOTE:
UTILITIES WENT FROM UNDER SURFACE EXHIBIT (G.E.V. STUCK BEANS POUND
ALONG SHAPERS DIRECT IS NOT ACCESSIBLE. CABLE WELDS DO NOT HAVE WAPROTE
ACCESS. PIPE SIZE AND TYPE IS APPROXIMATE.

GENERAL NOTES:
150 FOOT CIRC DATED ON ALABAMA STATE PLANT COMMUNITY
SYSTEM, WET TOWN, ROAD 83 (1932) C/ALABAMA ON SITE VISITS
SEE GPS RECORDS AND ALSO COMS SECTION.
MATERIALS REFER TO CENSUS WITHIN A RADIUS OF 5-50'-25'-0"-E
ALONG THE HONOLULU RIVER OF OAHU, HAWAII.

ADJUST CENSUS RECORD AND ESTABLISHED ON SITE WITH THE GPS TOPOGRAPHIC DATA COLLECTED WITH UCA TOTAL STATION. MODULAR AND CONTINUOUS ACCUMULATED WITH WINDROS MODE RECOGNITION FIELD POWER COMPLETED ON JANUARY, 2017

LEGAL DESCRIPTION
LOT 2, GAY OAKS, AS RECORDED IN MAP BOOK 117, PAGE 77 IN THE PROBATE
COURT RECORDS OF HENRY COUNTY, ALABAMA.

CERTIFICATION:
I, **R. A. LAMER, JR.**, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CONVENTION REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO

ISSUED 07TH DAY OF JANUARY, 2017

SCALE IN FEET

0 30 60 90

REVISIONS	

01	1-19-17	ADD 2 72" LIVE OAKS OUTSIDE PROJECT S
ASBUILT SURVEY OF		

REF:	CLARK, GELER, LATHAM & ASSOC.--TOM CLARK
2989 DAUPHIN ST.-- MOBILE, A	

DATE: 07 JUN., 2017	SCALE: 1"=30'	SHEET
PROJ. NO. 16-118		DWG. NO.

AFFIDAVIT OF ROBERT MYERS

STATE OF ALABAMA

NOV 18 2:55PM

COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared ROBERT MYERS, who, being by me first duly sworn, deposed on oath and states as follows:

1. My name is Robert Myers, I am over the age of twenty-one (21) years, and I have personal knowledge of the matters contained herein.
2. I am a developer and operator of gas stations and car wash businesses.
3. In 2016 I was looking for a new site for a car wash. I found property listed for sale at 2989 Dauphin Street, which is Lot 2 of Graf Dairy Subdivision.
4. The zoning map for the City of Mobile showed Lot 2, Graf Dairy Subdivision, as being zoned B-2. The City zoning information did not show it to be a PUD or to have any restrictions on the uses otherwise allowed in a B-2 district. I was advised that a car wash was a permitted use in a B-2 district.
5. On or around March 24, 2016, I entered into a contract to purchase Lot 2 for \$675,000, but my obligation to purchase was contingent upon my satisfactory completion of inspections and due diligence on the property. A true and correct copy of the original purchase agreement is attached hereto as Exhibit 1. As part of my due diligence and inspections, I and my agents (Hutchison Moore and Rauch at first, and then later Clarke Geer & Latham) met with and spoke with various people from the City of Mobile concerning my plans to build a car wash on the property. No one advised me that a car wash was not allowed or that the B-2 zoning district had restrictions on the permitted uses. In all of my pre-purchase discussions with the City of Mobile, everyone



from the City operated as if a car wash was a use allowed by right on the property. The discussions we had were only about the details of tree removal/trimming, the location of driveways, and similar technical details. I went before the Tree Commission and before the Planning Commission to secure approvals to develop a car wash on the property. My purchase agreement with the seller was extended several times by way of addendums to give me time to secure these approvals prior to closing on the purchase. Through the PUD application process, the City's employees who reviewed the applications recommended approval of the PUD and confirmed that the zoning was B-2. On October 20, 2016, the Planning Commission approved the PUD application. No questions or objections were raised about the use of the property as a car wash by the City employees or the Planning Commission members. Subsequent to the approval of the PUD application, I closed on the purchase of Lot 2 in March of 2017. A true and correct copy of the closing statement is attached hereto as Ex. 2.

6. Before I purchased Lot 2, the City of Mobile represented to me that the property was zoned B-2 and that a car wash was a permitted use on the property. At no time prior to my purchase of the property did anyone from the City tell me that there was any question over the permitted uses allowed on the property or that there was any question over whether a car wash was a permitted use. Further, the City of Mobile represented that I could develop Lot 2 without having the abutting owners develop the other land. Had I been told that the property was not zoned B-2, or that the property was zoned B-2 but limited to a bank or drug store, or that the property was zoned B-2 but could only be developed in conjunction with the development of other land owned by others, I would not have purchased the property. I reasonably relied on the City's and the Planning Commission's representations and actions to my detriment in purchasing Lot 2.

7. If I had thought I would not be able to use the property as a car wash, then I would not have purchased it.

8. If I had thought that I would not be allowed to build on Lot 2 until all of the other Graf Dairy subdivision property was also ready to be developed, I would not have purchased it.

9. I relied on the City's representations and approvals of my car wash development plans in 2016 when I purchased the subject property.

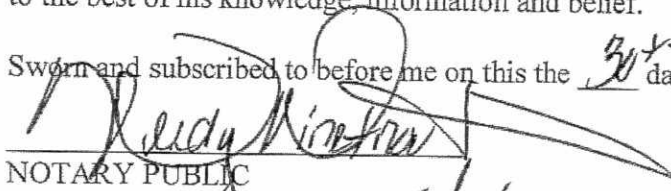
FURTHER AFFIANT SAYETH NOT.


ROBERT MYERS

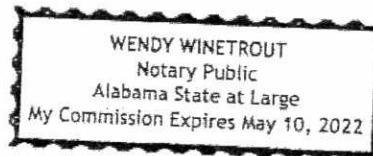
STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared, Robert Myers, who has been made known to me, and after being duly sworn, doth depose and says that the facts set forth in the foregoing Affidavit are true and correct to the best of his knowledge, information and belief.

Sworn and subscribed to before me on this the 30th day of Oct, 2018.


NOTARY PUBLIC

My Commission Expires: 5/10/22



AGREEMENT TO PURCHASE AND SELL
ALABAMA REAL ESTATE

NOV 18 2:55PM

Whitney Bank

BRE KM

THIS PURCHASE AGREEMENT (the "Agreement") is entered into by and between Hancock Bank of AL ("Seller") and Rob Myers and/or assigns ("Purchaser") and is dated and effective as of the last date of execution by Purchaser and Seller (the "Effective Date").

1. (a) In consideration of the mutual obligations undertaken herein, Seller does hereby agree to sell and Purchaser does hereby agree to buy, subject to the terms and conditions of this Agreement, that certain property located at 0 Dauphin Street in Mobile County, Alabama, more particularly described on Exhibit "A" attached hereto, together with all improvements thereon, if any, and all rights, ways, servitudes, privileges, and interests appurtenant thereto (the "Property"), but subject to any and all leases, servitudes and encroachments affecting the Property.

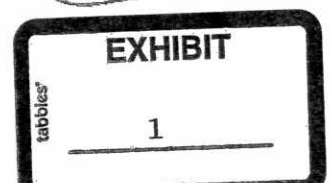
If checked / ☒ /, Seller reserves for itself, its successors and assigns all right, title and interest in and to the oil, gas, coal, coalbed methane, and other minerals in, on, and under the Property, together with proportionate rights of ingress and egress over and across the Property to explore for, mine, develop, market, transport, store and produce said oil, gas, coal, coalbed methane, and other minerals, and all rights and privileges necessary or convenient to the full enjoyment thereof.

If checked / ☐ /, the deed will include the restrictions on the use of the Property described in the addendum attached to this Agreement.

(b) Purchaser agrees to purchase the Property subject to all zoning and land use restrictions affecting the Property and those matters affecting title.

(c) Seller has not made and shall make no representation or warranty concerning the condition, or the suitability of the Property for any purpose, or any improvements thereon, and as more fully set forth below, the sale of the Property by Seller to Purchaser shall be in form and substance satisfactory to Seller and its counsel and shall be "As Is, Where Is", with no warranties other than those contained in the Statutory Warranty Deed, as contemplated by Ala. Code § 35-4-271 (the "Statutory Warranty Deed"), and the Statutory Warranty Deed shall include the following provision:

"As a material and integral consideration for the execution of this Statutory Warranty Deed by Seller, Purchaser acknowledges that the Property is sold "AS IS, WHERE IS" and hereby disclaims (i) any warranty (whether express or implied, or arising by operation of law) guaranty or representation, oral or written, concerning the nature and condition of the Property, including the suitability thereof for any and all activities and uses the Purchaser may elect to conduct thereon, and (ii) the compliance of the Property or its operations with any laws, ordinances or regulations of any government or other body. Purchaser further waives and releases Seller from any and all claims or causes of action to which Purchaser



may have or hereafter may be otherwise entitled, based on vices or defects in the Property, or any improvements or component parts thereof, including, without limitation, the presence of reactive (or Chinese) drywall or similar products or substances, whether in the nature of reduction of the purchase price, concealment, or any other theory of law. The Purchaser further assumes the risk of all vices and defects in the Property, and all improvements and component parts thereof (including but not limited to the Permitted Encumbrances), whether those vices or defects are latent or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Purchaser from making this purchase.

Purchaser further acknowledges that Purchaser and any agents of its choosing (a) have had ample opportunity to fully inspect the Property, including but not limited to the environmental condition of the Property, (b) have inspected the Property to the extent Purchaser deemed necessary; Purchaser (x) does hereby purchase the Property (x) in its present condition, and (y) subject to any physical encroachments on the Property and any physical encroachments by improvements located on the Property as to property adjacent to the Property.

Purchaser further waives, releases and indemnifies Seller from any and all claims and agrees to hold harmless, defend and indemnify Seller from and against any demands, causes of action, liens, loss, damage, liabilities, costs and expenses (including reasonable attorneys' fees, court costs, consultant's fees, remediation, clean up or other response costs) of any and every kind or character, known or unknown, fixed or contingent, under the Resource Conservation and Recovery Act, as now existing or hereafter amended, 42 U.S.C. §§ 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended, 42 U.S.C. §§ 9601 *et seq.*; the Hazardous Materials Transportation Act, as now existing or hereafter amended, 49 U.S.C. §§ 5101 *et seq.*; the Clean Water Act, as now existing or hereafter amended, 33 U.S.C. §§ 1251 *et seq.*; the Clean Air Act, as now existing or hereafter amended, 42 U.S.C. §§ 7401 *et seq.*; the Toxic Substances Control Act, as now existing or hereafter amended, 15 U.S.C. §§ 2601 *et seq.*; or any other applicable federal, state or local laws, rules, ordinances, permits, approvals, orders or regulations as they now exist or may subsequently be modified, supplemented or amended. Purchaser further agrees and commits to comply with all such laws, rules, ordinances, permits, approvals, orders or regulations in such a manner as to insure that no liability or claims will be asserted against Seller.

Purchaser further waives and releases Seller from any and all claims and agrees to hold harmless, defend and indemnify Seller from and against any demands, causes of action, liens, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees, court costs, and consultants' fees) of any and every kind of character, known or unknown, fixed or contingent, pertaining to, or arising out of, any subdivision requirements imposed by any governmental entity in connection with Purchaser's acquisition and development of the Property."

2. Time being of the essence, the closing of the transaction contemplated by this Agreement (the "Closing") shall take place at _____ agreed upon title company _____, within ten (10) days from the expiration of the Inspection Period (as herein defined in Section 5 below) or at such

Brw
KFW

earlier date as may be mutually agreed to by Purchaser and Seller (the "Closing Date"), but in no event shall the Closing Date be later than July 31, 2016. At the Closing, Seller shall convey to Purchaser the Property, with no warranties other than those contained in the Statutory Warranty Deed and the sale of the Property shall be made subject to any and all existing agreements, leases, servitudes, easements, rights-of-way, and encroachments burdening the Property (the "Permitted Encumbrances"). Seller shall deliver to Purchaser a deed executed on Seller's approved Statutory Warranty Deed form unless otherwise specified.

3. The purchase price for the Property shall be SIX HUNDRED SEVENTY-FIVE THOUSAND and no/100 (\$ 675,000.00) Dollars (the "Purchase Price"), which shall be paid to Seller at Closing in cash or in immediately available funds.

4. (a) Purchaser, upon acceptance hereof, shall immediately, and not later than forty-eight (48) hours after acceptance, deliver to Seller's broker the sum of FIVE THOUSAND and no/100 (\$ 5,000.00) Dollars cash ("Deposit"). The Deposit shall be held by Seller's broker in accordance with the rules and regulations promulgated by the Alabama Real Estate Commission. The Deposit shall be credited against the Purchase Price at Closing.

(b) Seller agrees to allow Purchaser access to the Property for all reasonable purposes during reasonable business hours after the effective date hereof, provided, however, that Purchaser indemnifies and holds Seller harmless from and against any and all losses or liability as a result of Purchaser, its agents, contractors or employees entering on the Property and further agrees to defend Seller from any claim made as a result thereof.

5. Purchaser's obligation to purchase the Property, and Seller's obligation to sell the Property, are subject to the following conditions precedent:

(a) Purchaser shall be allowed ^{ninety (90)} ~~thirty (30)~~ days from the Effective Date of this Agreement (the "Inspection Period") to conduct, at its sole risk and expense, any and all inspections of the Property Purchaser may desire, including without limitation, surveys, environmental audits, and soil tests or studies, that Purchaser deems necessary or advisable. Seller hereby grants Purchaser, its agents, and representatives, access to the Property for such purpose. In the event Purchaser's inspections reveal any condition or damage to the Property that requires correction, Purchaser may obtain an estimate for the correction of such damage or condition, and Purchaser may, prior to the expiration of the Inspection Period, request in writing that Seller correct the same. Seller shall within ten days after receipt of such request either (i) give written notice to Purchaser that Seller will pay to correct the damage, (ii) inform Purchaser that Seller declines to pay to correct the damage or condition, or (iii) declare this Agreement to be terminated, and return the Deposit to the Purchaser. If Purchaser's inspection of the Property shall reveal any damage to or condition of the Property that cannot or will not be repaired by Seller and such damage or condition is, in Purchaser's sole discretion, of such a nature that it would hinder, delay or prevent Purchaser from using the Property for

BR
K

its intended purpose, Purchaser shall notify Seller of such condition or defect in writing and declare this agreement to terminate. Purchaser shall be deemed to have approved the condition of the Property, unless the Purchaser gives the Seller notice prior to the end of the Inspection Period that the Purchaser elects to terminate this Agreement because of the unsatisfactory condition of the Property. In the event that Purchaser elects to terminate this Agreement under this paragraph, Seller shall then return the Deposit to Purchaser and neither party shall have any further liabilities or obligations hereunder.

(b) Purchaser shall have until the expiration of the Inspection Period to review title to the Property and shall at its option and expense obtain a standard form ALTA Owner's Title Commitment (the "Commitment") covering the Property. If the Commitment shows that Seller does not have a good, valid and merchantable record title, Purchaser shall notify Seller in writing of any title defects (the "Title Defects") prior to the expiration of the Inspection Period. Upon receipt of notice of any Title Defects, the Seller, at Seller's option, shall have a reasonable time, but no less than 30 calendar days within which to remedy the Title Defects. If the Seller elects to remedy the Title Defects, the Closing Date set forth in paragraph 2 of this Agreement shall be extended by the number of calendar days specified by the Seller in Seller's notice to the Purchaser. If the Seller elects not to, or cannot, remedy the Title Defects, the Purchaser shall have the right to terminate this Agreement, or to waive the Title Defects and take title to the Property subject to such Title Defects and without a reduction of the Purchase Price. If Purchaser does not provide notice of termination of the Agreement prior to the end of the Inspection Period, the Purchaser will be deemed to have elected to proceed with a Closing, whereupon all uncured Title Defects will become Permitted Encumbrances. If this Agreement is terminated by the Purchaser because of the Seller's election not to remedy, or its inability to remedy, the Title Defects, the Seller's sole obligation shall be to refund the Deposit, and both the Seller and the Purchaser shall be relieved and released from any further obligations or liability under this Agreement except for any liability that might otherwise occur under the indemnity provisions of this Agreement.

(c) At the Closing, ^{Seller} ~~Purchaser~~ shall also ~~be required to~~ obtain, at its expense, a standard form ALTA Owner's Title Insurance Policy (the "Policy") insuring title to the Property to Purchaser in the full amount of the Purchase Price.

(d) This Agreement is expressly conditioned upon Seller's receipt of any and all written approvals which, may be required by Seller to sell the Property from all appropriate and applicable private and/or governmental departments, commissions, boards, bureaus, authorities, agencies and entities, including, without limitation, any and all federal, state, regional, local, municipal, city, and/or parish agencies, and the Federal Deposit Insurance Corporation, state banking regulator and other bank regulatory authorities (collectively, a "Governmental Agency"). Seller agrees to diligently pursue obtaining such approvals and permits, however, it is expressly understood that should Seller be unable to obtain the approvals and permits, this Agreement shall terminate and the Deposit shall be returned to Purchaser and neither party shall have any further obligations hereunder.

(e) Anything contained herein to the contrary notwithstanding, in the event that Purchaser or Seller elects to terminate this Agreement pursuant to one of the conditions set forth in this Agreement, Seller shall return the Deposit to Purchaser and neither party shall have any further liabilities or obligations hereunder, except that Purchaser shall repair any and all damages arising from Purchaser's inspections of the Property, and hereby indemnifies, defends, and saves Seller harmless from any and all costs, loss, attorneys' fees, damage, liability, and expense in connection therewith. The parties agree that this provision shall survive the termination of this Agreement.

6. At Closing, the following shall occur:

(a) All real estate taxes, rents, assessments, condominium dues, assessments and/or other dues owed to homeowners associations and the like for the calendar year in which the sale is completed shall be prorated as of the date of execution of the Statutory Warranty Deed and Purchaser shall be obligated for the payment of all taxes and expenses due and payable after the Closing.

(b) Seller and Purchaser shall execute an assignment and assumption agreement pursuant to which the Seller shall assign to the Purchaser without any warranty of any nature, kind, or character whatsoever, either express or implied, and Purchaser shall assume all of Seller's obligations, liabilities, and responsibilities from and after the date of the Closing, including, without limitation, any and all obligations in connection with any leases and/or contracts pertaining to the Property, including the return of any deposits due thereunder. All of Seller's interest in security deposits shall be transferred to Purchaser at Closing.

(c) All Closing costs including, without limitation, costs of conveyance and mortgage certificates, tax research, survey, title insurance, recordation costs, documentary transaction taxes or other registration fees and charges shall be paid by ~~Seller~~. The cost of any inspections, the cost of the survey, the title commitment and title policy shall be paid by ~~Purchaser~~ to the extent such costs were not paid by Purchaser prior to Closing.

(d) Seller shall execute and deliver to Purchaser the Seller's form Statutory Warranty Deed conveying the Property to Purchaser. The deed shall contain the waiver and exclusion of warranties provided for herein.

(e) Seller shall deliver possession at Closing and all keys to the Property shall be given to Purchaser at the Closing.

(f) If applicable, Seller shall pay the real estate broker's commission ~~of \$~~ in accordance with the terms of the Listing Agreement between Seller and Seller's broker (if any such Listing Agreement exists). The broker's commission shall be earned and payable only at closing of the sale of the Property and upon receipt by Seller of the sale proceeds.

BRO RAN

(g) Each of Purchaser and Seller shall deliver legally sufficient evidence that each individual executing the Statutory Warranty Deed, the assignment and assumption agreement, and all of the other documents executed at the Closing has the full right, power and authority to execute such documents.

7. If Purchaser shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing does not occur due to the fault of Purchaser, Seller may at its option, (i) retain the Deposit as liquidated damages, and this Agreement shall terminate and neither party shall have any further rights against the other, or (ii) demand specific performance and damages which includes reasonable attorney's fees.

(a) If Purchaser elects to not move forward with purchase at conclusion of "Inspection Period" (5(a)) earnest money deposit shall be fully refunded and contract deemed null and void.

8. If Seller defaults in the performance of any of its obligations hereunder within the time stipulated herein, Purchaser shall have the right to (i) demand the return of its Deposit, plus an equal amount to be paid as penalty by Seller, (ii) demand specific performance and damages which includes reasonable attorney's fees, or (iii) proceed with this Agreement and take the Property as is.

9. All notices or communications required or permitted hereunder shall be in writing and shall be deemed to have been given (i) when delivered in person, (ii) when received by the party being notified by notice deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party being notified at its address shown below, or at such other address as may be indicated through proper written notice, (iii) when received by the party being notified by notice delivered by a nationally recognized next day courier service addressed to the party being notified at its address shown below or at such other address as may be indicated through proper written notice or (iv) when the recipient of an email sent to the recipient's email address as set forth below acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section 9.

10. (a) The risk of loss or damage by fire or other casualty to the Property until the Closing is assumed by the Seller. In the event such loss or damage occurs prior to the Closing, the Seller may, at its option, by giving notice to the Purchaser within a reasonable period after the loss or damage occurs, extend the Closing Date for a reasonable period not to exceed ninety (90) calendar days after the occurrence of the loss or damage to enable the Seller to repair or replace the loss or damage. If the Seller does not repair or replace the loss or damage prior to the Closing Date, as it may have been extended, the Purchaser shall have the option (i) to terminate this Agreement, in which case the Seller shall refund to the Purchaser the Deposit, and both parties shall be released and relieved from any further obligation or liability under this Agreement, or (ii) to complete the purchase in accordance with the terms of this Agreement, in which case all insurance proceeds recovered on account of the loss or damage shall be paid to the Purchaser, provided, however, that if insurance proceeds are not yet available, all of the Seller's claims for the proceeds shall be assigned to the Purchaser, and the Purchaser shall take title to the Property without reduction of the Purchase Price. If the Purchaser does not exercise one of the foregoing options by written notice to the Seller, received by the

Ran
Bli

Seller before the extended Closing Date, the Purchaser shall be deemed conclusively to have exercised its option to complete the purchase in accordance with the terms of this Agreement. Nothing in this Agreement shall obligate the Seller to perform any repairs or curative work relating to the Property.

(b) If, prior to the Closing, all or a substantial part of the Property is condemned by a governmental or other authority, the Purchaser shall have the option to (i) terminate this Agreement, in which case the Seller shall refund to the Purchaser the Deposit, and both parties shall be released and relieved from any further obligation or liability under this Agreement, or (ii) to complete the purchase in accordance with the terms of this Agreement, in which case all condemnation proceeds shall be paid to the Purchaser, provided, however, that if the condemnation proceeds are not yet available, all of the Seller's claims for the proceeds shall be assigned to the Purchaser, and the Purchaser shall take title to the Property without reduction of the Purchase Price. If the Purchaser does not exercise one of the foregoing options by notice to the Seller received by the Seller before the Closing Date, the Purchaser shall be deemed conclusively to have exercised its option to complete the purchase in accordance with the terms of this Agreement.

11. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be made in compliance with Section 9 of this Agreement addressed as follows:

If to Seller:

Hancock Bank

Attn:

Email:

With a copy to:

Email:

If to Purchaser:

Mr. Rob Myers

3511 Irene St.

Mobile, AL 36608

Email: rob@myersoilco.com

With a copy to:

Mr. Bradford Ladd

3664 Dauphin Street

Mobile, AL 36608

Email: bladd@robertsbrotherscpa.com

12. Purchaser acknowledges that nothing contained in this Agreement, and no acceptance by Seller of this Agreement shall constitute or be construed as an acceptance by Seller as lender of any of the financing terms set forth herein. Acceptance of this Agreement by Seller does not constitute an agreement to make any financial accommodations whatsoever to Purchaser, does not constitute an approval of a loan to Purchaser, nor does acceptance constitute a commitment to lend any funds to Purchaser on the terms set forth herein or on any terms whatsoever. If Purchaser desires to request financing from Seller, Purchaser understands and agrees that Purchaser must make a written application,

separate from this Agreement, to Seller, as lender, and submit said application for approval to the appropriate bank officer/department. At the time of making such application for the loan, Purchaser must meet all of Seller's financing requirements as lender. Acceptance of this Agreement by Seller does not mean that Purchaser has met any of Seller's financing requirements as lender.

13. This Agreement has been signed by Purchaser on this _____ day of _____, 20____, and shall stand as an offer which, if accepted by Seller by 5:00 p.m. on Wed., Mar. 23, 2016, shall constitute an Agreement to Purchase and Sell as provided herein. This offer shall be considered to have been accepted upon the execution by all parties hereto and upon the delivery of notice thereof by Seller to Purchaser. If Seller does not accept Purchaser's offer within the required time and in the required manner, then this instrument shall terminate, and the parties shall have no further obligation to each other hereunder.

14. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Seller and Purchaser. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. Except for the Seller's broker's commission referenced in Section 6(f) of this Agreement, Purchaser is responsible for any and all brokers' commissions that may be due in connection with this Property.

15. This Agreement is subject to the addenda attached hereto and incorporated by reference herein. ☐ If checked, the Property includes residential property and a Lead Warning Statement is attached hereto as an addendum.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. This provision shall apply to this Agreement and is expressly incorporated by reference herein into any and all amendments, endorsements, addenda, or modifications to this Agreement.

This Agreement is effective as of the date of execution by Purchaser and Seller. This Agreement is subject to the Management/and or Board of Directors approval of Seller; provided, however, that this condition shall be deemed satisfied unless Seller has notified Purchaser of its Management and/or Board's rejection of this Agreement prior to the expiration of the Listing Period.

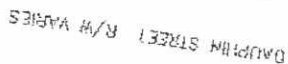
**SUBMITTED BY:
PURCHASER**

By: [Signature]
Name: Robert F. Myers
Title: President
Phone: 251-902-3187

**AGREED AND ACCEPTED:
SELLER**

By: [Signature]
Name: Brad Stillwagon
Title: Assistant Vice President
Phone: _____

100' - 110' - 120' - 130' - 140' - 150' - 160' - 170' - 180' - 190' - 200' - 210' - 220' - 230' - 240' - 250' - 260' - 270' - 280' - 290' - 300' - 310' - 320' - 330' - 340' - 350' - 360' - 370' - 380' - 390' - 400' - 410' - 420' - 430' - 440' - 450' - 460' - 470' - 480' - 490' - 500' - 510' - 520' - 530' - 540' - 550' - 560' - 570' - 580' - 590' - 600' - 610' - 620' - 630' - 640' - 650' - 660' - 670' - 680' - 690' - 700' - 710' - 720' - 730' - 740' - 750' - 760' - 770' - 780' - 790' - 800' - 810' - 820' - 830' - 840' - 850' - 860' - 870' - 880' - 890' - 900' - 910' - 920' - 930' - 940' - 950' - 960' - 970' - 980' - 990' - 1000'



ROBERTS BROTHERS
COMMERCIAL & PROPERTY MANAGEMENT, INC.

3664 Dauphin Street
Mobile, AL 36608
251-342-8000
Fax: 251-344-6286

**PURCHASE AGREEMENT
ADDENDUM**

1

Date June 10, 2016

Roberts Brothers Commercial &
Property Management, Inc., Agents
Mobile, Alabama

This Addendum is to be attached and made a part of the Purchase Agreement

Dated: March 24, 2016 on the property located at:

0 Dauphin Street (Lot 2 Graf Dairy)

Between: Purchaser Rob Myers and/or assigns

And: Seller Whitney Bank

IN THE EVENT ANY PROVISIONS OF THE ADDENDUM CONFLICTS IN WHOLE OR IN ANY PART WITH
THE TERMS OF THE CONTRACT, THE PROVISIONS OF THE ADDENDUM WILL CONTROL.

- sixty (60)*
- Purchaser to be given an additional ~~ninety (90)~~ *sixty (60)* days to perform its due diligence.
 - Earnest money shall remain refundable during the additional due diligence period.
- BHO RM*

If applicable:

This counter-offer shall expire on _____ (AM/PM) if prior
written acceptance is not given.

SELLER ACKNOWLEDGES THAT HE HAS
READ THIS ENTIRE ADDENDUM WHICH
IS A PART OF THIS PURCHASE AGREEMENT
AND HAS RECEIVED A COPY.

PURCHASER ACKNOWLEDGES THAT HE HAS
READ THIS ENTIRE ADDENDUM WHICH
IS A PART OF THIS PURCHASE AGREEMENT
AND HAS RECEIVED A COPY.

ACCEPTED BY:

[Signature]

SELLER DATE

[Signature] *6/13/16*

PURCHASER DATE

SELLER DATE

PURCHASER DATE

NOV 1 '13 2:56PM

ROBERTS BROTHERS
COMMERCIAL & PROPERTY MANAGEMENT, INC.

3654 Dauphin Street
Mobile, AL 36608
251-342-8000
Fax: 251-344-6286

**PURCHASE AGREEMENT
ADDENDUM**

2

Date August 19, 2016

Roberts Brothers Commercial &
Property Management, Inc., Agents
Mobile, Alabama

This Addendum is to be attached and made a part of the Purchase Agreement

Dated: March 24, 2016 on the property located at:

0 Dauphin Street (Lot 2 Graf Dairy)

Between: Purchaser Rober Myers and/or assigns

And: Seller Whitney Bank

IN THE EVENT ANY PROVISIONS OF THE ADDENDUM CONFLICTS IN WHOLE OR IN ANY PART WITH
THE TERMS OF THE CONTRACT, THE PROVISIONS OF THE ADDENDUM WILL CONTROL.

- Purchaser to be given an additional ninety (90) days to perform its due diligence,
as consideration, Purchaser agrees to deposit an additional \$2500 that will be
forfeited if transaction does not close. Should this transaction close, the additional
Earnest money deposit shall be applied to the Purchase Price.
- Initial Earnest money shall remain refundable during the additional due diligence
period

NOV 1 '16 2:56PM

If applicable:
This counter-offer shall expire on _____ (AM/PM) if prior written
acceptance is not given.

SELLER ACKNOWLEDGES THAT HE HAS
READ THIS ENTIRE ADDENDUM WHICH
IS A PART OF THIS PURCHASE AGREEMENT
AND HAS RECEIVED A COPY.

PURCHASER ACKNOWLEDGES THAT HE HAS
READ THIS ENTIRE ADDENDUM WHICH
IS A PART OF THIS PURCHASE AGREEMENT
AND HAS RECEIVED A COPY.

ACCEPTED BY:

 8-22-16
SELLER DATE

SELLER DATE

 8/19/16
PURCHASER DATE

PURCHASER DATE

ROBERTS BROTHERS
COMMERCIAL & PROPERTY MANAGEMENT, INC.

3664 Dauphin Street
Mobile, AL 36608
251-342-8000
Fax: 251-344-6286

**PURCHASE AGREEMENT
ADDENDUM**

3

Date November 15, 2016

Roberts Brothers Commercial &
Property Management, Inc., Agents
Mobile, Alabama

This Addendum is to be attached and made a part of the Purchase Agreement

Dated: March 24, 2016 on the property located at:

0 Dauphin Street (Lot 2 Graf Dairy)

Between: Purchaser Robert Myers and/or assigns

And: Seller Whitney Bank

IN THE EVENT ANY PROVISIONS OF THE ADDENDUM CONFLICTS IN WHOLE OR IN ANY PART WITH
THE TERMS OF THE CONTRACT, THE PROVISIONS OF THE ADDENDUM WILL CONTROL.

Purchaser to be given an additional forty-five (45) days to perform its
due diligence, as consideration, Purchaser agrees to deposit an additional
\$5,000 that will be forfeited if transaction does not close. Should this
transaction close, the additional earnest money deposit shall be applied
to the purchase price

It is understood that all contract contingencies are hereby removed.

NOV 15 '16 2:56PM

If applicable:
This counter-offer shall expire on _____ (AM/PM) if prior written
acceptance is not given.

SELLER ACKNOWLEDGES THAT HE HAS
READ THIS ENTIRE ADDENDUM WHICH
IS A PART OF THIS PURCHASE AGREEMENT
AND HAS RECEIVED A COPY.

ACCEPTED BY:

[Signature] 11-21-16
SELLER DATE

SELLER DATE

PURCHASER ACKNOWLEDGES THAT HE HAS
READ THIS ENTIRE ADDENDUM WHICH
IS A PART OF THIS PURCHASE AGREEMENT
AND HAS RECEIVED A COPY.

[Signature] 11/17/16
PURCHASER DATE

PURCHASER DATE

ROBERTS BROTHERS
COMMERCIAL & PROPERTY MANAGEMENT, INC.

3664 Dauphin Street
Mobile, AL 36608
251-342-8000
Fax: 251-344-6286

PURCHASE AGREEMENT
ADDENDUM

4

Date January 4, 2017

Roberts Brothers Commercial &
Property Management, Inc., Agents
Mobile, Alabama

This Addendum is to be attached and made a part of the Purchase Agreement

Dated: March 24, 2016 on the property located at:

0 Dauphin Street (Lot 2 Graf Dairy)

Between: Purchaser Robert Myers and / or Assigns

And: Seller Whitney Bank

IN THE EVENT ANY PROVISIONS OF THE ADDENDUM CONFLICTS IN WHOLE OR IN ANY PART WITH
THE TERMS OF THE CONTRACT, THE PROVISIONS OF THE ADDENDUM WILL CONTROL.

- 1 Buyer and Seller hereby agree to extend the closing date to no later than January 31, 2017.
- 2 All other terms of contract shall remain in effect.

NOV 18 2:56PM

If applicable

This counter-offer shall expire on _____ (AM/PM) if prior written
acceptance is not given

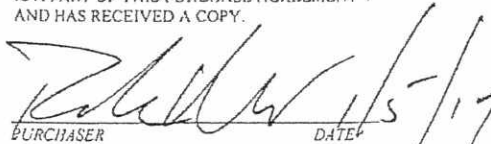
SELLER ACKNOWLEDGES THAT HE HAS
READ THIS ENTIRE ADDENDUM WHICH
IS A PART OF THIS PURCHASE AGREEMENT
AND HAS RECEIVED A COPY.

ACCEPTED BY:

 1-5-17
SELLER DATE

SELLER DATE

PURCHASER ACKNOWLEDGES THAT HE HAS
READ THIS ENTIRE ADDENDUM WHICH
IS A PART OF THIS PURCHASE AGREEMENT
AND HAS RECEIVED A COPY.

 1/5/17
PURCHASER DATE

PURCHASER DATE

ROBERTS BROTHERS
COMMERCIAL & PROPERTY MANAGEMENT, INC.

PURCHASE AGREEMENT
ADDENDUM

January 30, 2017

Roberts Brothers Commercial &
Property Management, Inc., Agents
Mobile, Alabama

This Addendum is to be attached and made a part of the Purchase Agreement

Dated March 24, 2016 on the property located at:

9 Dauphin St. (Lot 2 Graf Dairy)

Between Purchaser Robert Myers and/or assigns

And Seller Whitney Bank

IN WITNESS WHEREOF, THE PARTIES HAVE HEREBY SET THEIR HANDS AND SEALS, THIS 24th DAY OF MARCH, 2016.

Purchaser and Seller hereby agree to extend the closing date to no later than March 31, 2017.

Purchaser agrees to deposit an additional ~~\$5,000~~ ^{\$19,000} that will be forfeited if transaction does not close. Should this transaction close, the additional earnest money deposit shall be applied to the purchase price.

All other terms of contract shall remain in effect.

NOV 18 2:57PM

IN WITNESS WHEREOF, THE PARTIES HAVE HEREBY SET THEIR HANDS AND SEALS, THIS 24th DAY OF MARCH, 2016.

ROBERTS BROTHERS COMMERCIAL & PROPERTY MANAGEMENT, INC. (AGENT)
BY: [Signature]
DATE: 1-31-17

PURCHASER ACKNOWLEDGES THAT HE HAS READ THIS ENTIRE ADDENDUM WHICH IS A PART OF THIS PURCHASE AGREEMENT AND HAS RECEIVED A COPY.

BY: [Signature]
DATE: 1/31/17

DATE: _____



MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

NOTE: **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, **INCLUDING THE SITE PLAN**, must be submitted along with **SEVEN (7) COPIES** of this application by **NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

Type of Application and Fees:

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input type="checkbox"/> Zoning Change
\$ 100.00
(if recommended for approval,
additional advertising fee required) | <input type="checkbox"/> Planning Approval
\$ 150.00
(non-profit \$ 50.00) | <input checked="" type="checkbox"/> Planned Unit Development
\$ 150.00 |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|

(Application Fee + Postage Fee + \$ 1.00 Notification Fee per mailing label + \$ 1.00 Computer/Fax Fee = Total Application Cost)

- Applicant: ROBERT MYERS
(if other than owner, must furnish written authorization from owner)
Full Address: 3511 TRENE ST MOBILE, AL 36608
Telephone: 251
- Owner: HANCOCK BANK OF ALABAMA
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)
- Attach a brief description of property location. Lot 2, Graf Dairy, MBK 119, PG 117
- Attach a copy of the legal description and parcel number of the property in question. 202390819001013.0
(Parcel Number)
- Present Zoning: B-2 Proposed Zoning: B-2
- Area of property, sq. ft. or acres: 1.17 ACRES
- DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).
- ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.
- Planned Unit Development applications:** attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).
- SITE PLAN must be filed with this application (7 COPIES).** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.
- TREES:** Are there any 24-inch diameter or larger trees on the site? ☒ YES ☐ NO
If YES, are they shown on the Site Plan? ☒ YES ☐ NO
- LABELS AND NOTIFICATION REQUIREMENTS:** Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).
- SIGNATURE:** It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

EXHIBIT

2

DATE: 9/12/16 APPLICANT'S SIGNATURE: [Signature]

**AGREEMENT ALLOWING THE CITY OF MOBILE TO POST
PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE
THE MOBILE CITY PLANNING COMMISSION**

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

DATE: 9/12/16 APPLICANT'S SIGNATURE: _____

[Handwritten Signature]

NOV1 '18 2:57PM

PLANNED UNIT DEVELOPMENT**Date: October 20, 2016****DEVELOPMENT NAME** Robert Myers**SUBDIVISION NAME** Robert Myers**LOCATION** 2955 and 2989 Dauphin Street
(Southeast corner of Dauphin Street and Sage Avenue)**CITY COUNCIL****DISTRICT** District 1

NOV1 '16 2:57PM

AREA OF PROPERTY 1 Lot/ 1.7 ± Acres**CONTEMPLATED USE** Planned Unit Development Approval to allow shared access between three lots.**TIME SCHEDULE
FOR DEVELOPMENT**

None given.

ENGINEERING**COMMENTS**

ADD THE FOLLOWING NOTES TO THE PUD SITE

PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems, paving, and all above ground structures, will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
5. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

EXHIBIT

3

tabbies

TRAFFIC ENGINEERING**COMMENTS**

Proposed site is limited to one curb cut per street frontage, with size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Future access points will be determined with future phases of the planned unit development. Driveway access to Dauphin Street is limited to right-in, right-out only, whether it is aligned with a continuous median or a median opening. A traffic study will be required as determined by the Traffic Engineering Director upon further development of the site. A traffic study was performed with prior Planning Commission applications which required offsite improvements. There is no requirement at this time to conduct a traffic study, based on the proposed intensity of the site plan submitted.

NOV1 '18 2:57PM

URBAN FORESTRY**COMMENTS**

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).

FIRE DEPARTMENT**COMMENTS**

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Projects outside the City Limits of Mobile, yet within the Planning Commission Jurisdiction fall under the State or County Fire Code. (2012 IFC).

REMARKS

The applicant is requesting Planned Unit Development Approval to allow shared access between two lots.

This site was originally approved by the Planning Commission in May 2008 as a 5-lot Subdivision with Rezoning, and a Planned Unit Development. The subject site was also approved again in December 2010 by the Planning Commission to amend a previously approved PUD to allow shared access between three building sites. Development of the site did not take place thus the previous PUD approvals have expired. The applicant now wishes to submit a new PUD request to allow shared access between three lots.

The entire site appears to be depicted as a Traditional Corridor District, per the recently adopted Map for Mobile Plan. The intent of a Traditional Corridor District is to allow for:

- Emphasize retaining historic buildings and creating appropriate, denser infill development;
- Encourage mixed housing types including small multi-family structures along the corridor;
- Retail and neighborhood services at intersections;
- Combine and close driveways to create a continuous pedestrian friendly environment;
- Auto, bicycle, transit and pedestrian traffic are accommodated;
- More dense mixed-use development to include neighborhood services and residential above retail.

It should be noted that the Map for Mobile Plan is meant to serve as a general guide, not a detailed lot and district plan or mandate for development. Moreover, the Plan allows the Planning Commission and City Council to consider individual cases based on additional

information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and zoning classification. Although the site does not reflect mixed housing types including small multi-family structures along the corridor, it does provide retail and neighborhood service at an intersection which is one of the characteristic for a Traditional Corridor based on the plan for the Map for Mobile.

Planned Unit Development review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD. PUD approval is site plan specific, thus any changes to the site plan / Subdivision plat will require approval by the Planning Commission.

The applicant proposes to construct a 3,604 sq. ft. car wash accompanied with 40 vacuum stalls partially covered by sun shades, pay station, a canopy, an entrance awning, and one parking space for the car wash attendant.

The site fronts Dauphin Street, a major street according to the Major Street Plan component of the Comprehensive Plan, with a compliant 120' right-of-way, therefore no dedication will be required. The site also has access to Sage Avenue via an access easement that will be constructed and used to connect to Dauphin Street. The site plan depicts the right-of-way width along Sage Avenue as varying, however, information on the Final Plat, recorded in 2008, shows the right-of-way as 60' from Sage Avenue. The site plan should be revised to depict the accurate right-of-way width along this portion of Sage Avenue.

The 25' minimum building setback line is depicted on the site plan for the lot being developed and should be retained on any future plans.

As a means of access management, the site should be limited to the curb-cuts as recommended in the Traffic Engineering comments.

All proposed parking areas for the site appear to be compliant in terms of travel aisle width, parking stall dimensions, and number of spaces; however, it should be pointed out that the site plan does not depict any accessible parking spaces/ vacuum stalls, therefore the site is not in compliance with building code requirements. The site plan should be revised to depict compliant accessible parking, which may include the provision of one accessible parking space and one accessible vacuum stall.

A sidewalk is shown along the frontage of the site as well as proposed dumpster location. The illustrations should be retained on any revised PUD site plan, along with a note acknowledging compliance with Section 64-4.D.9. of the Zoning Ordinance regarding dumpster compliance.

The site plan provides landscaping information and illustrates tree plantings, however the required amount of frontage trees for the site appear to be short. After allocations for the canopy overhang have been taken in account for the existing live oaks within the right-of-way, the site is

still short 1 frontage tree. Adequate tree planting and landscaping for the remainder of the site is provided. A revised site plan depicting one additional frontage tree will be required. All revisions must comply with Section 64-4.E. of the Zoning Ordinance regarding tree and landscaping requirements.

In regards to the proposed car wash, full carwash compliance of the Zoning Ordinance is required. As such, all water run-off must be directed to the sanitary sewer system, an oil separator must be provided, and vehicles must be screened from view with at 3'-5' evergreen hedge and/or landscaped berm.

Lighting is not illustrated on the site plan. Any new lighting on the site will have to comply with the requirements of Sections 64-4.A.2., 64-6.A.3.c., and 64-6.A.8. of the Zoning Ordinance. A note reflecting this requirement should appear on the site plan, and photometric plans will be required at the time of submittal for land disturbance.

It should be pointed out that there was no signage information provided for the proposed site. The proposed development on Lot 2 will be limited to one freestanding sign and two wall signs.

RECOMMENDATION

Planned Unit Development: The application is recommended for approval, subject to the following conditions:

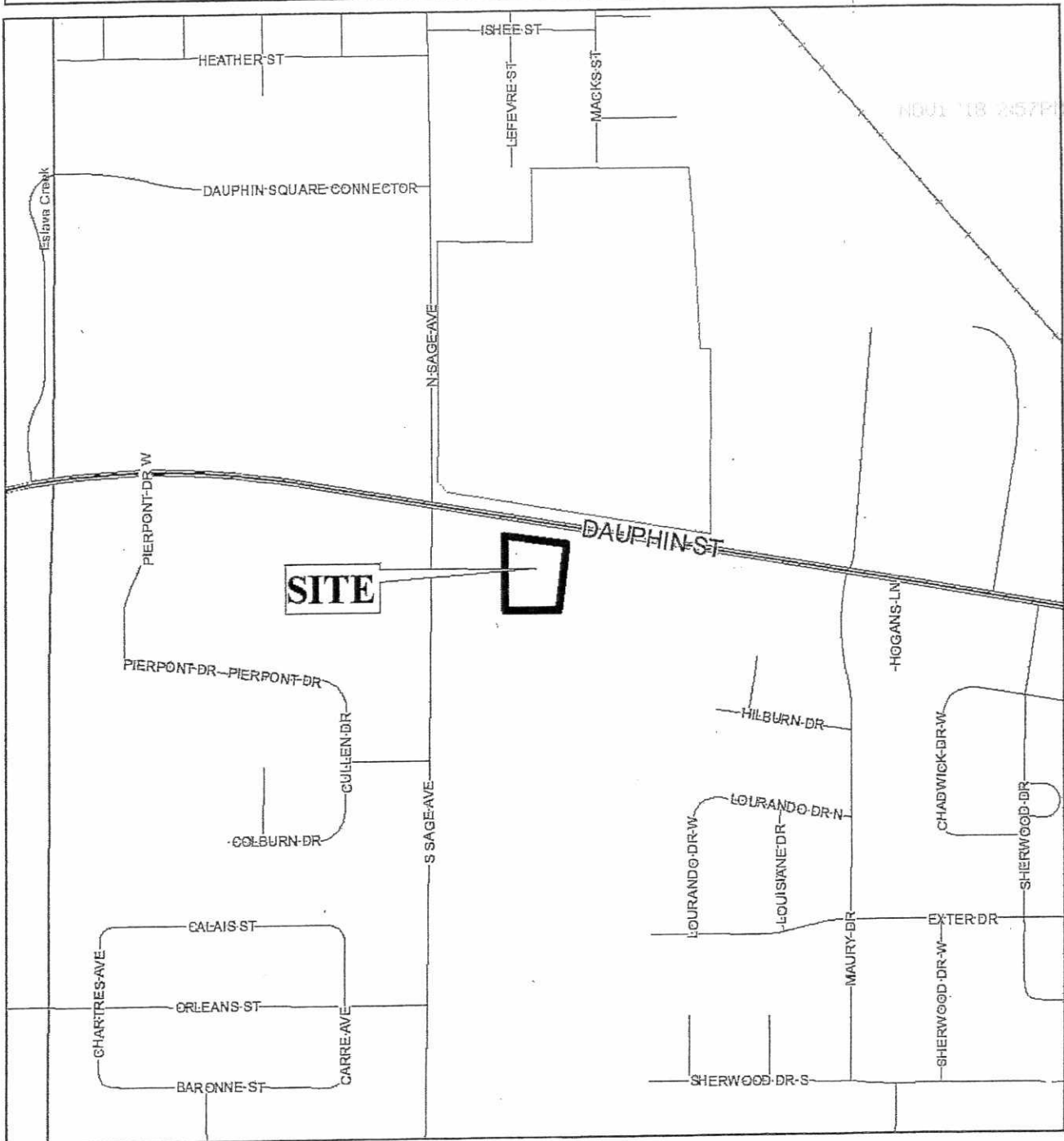
- 1) Retention of the 25' minimum building setback line;
- 2) Retention of the sidewalk and dumpsters on the site plan, along with a note stating compliance with Section 64-4.D.9. of the Zoning Ordinance regarding dumpster compliance;
- 3) Retention of the right-of-way width along Dauphin Street;
- 4) Revision of the site plan to depict the right-of-way width along Sage Avenue;
- 5) Revision of the site plan to provide 1 additional frontage tree along Dauphin Street;
- 6) Site plan must meet full compliance of Section 64-4.E. of the Zoning Ordinance regarding tree and landscaping requirements;
- 7) Placement of a note on the site plan stating full compliance with the carwash requirements as stated in Section 64.12. of the Zoning Ordinance;
- 8) Compliance with Traffic Engineering Comments: *"Proposed site is limited to one curb cut per street frontage, with size, location and design to be approved by Traffic Engineering and conform to AASHTO standards. Future access points will be determined with future phases of the planned unit development. Driveway access to Dauphin Street is limited to right-in, right-out only, whether it is aligned with a continuous median or a median opening. A traffic study will be required as determined by the Traffic Engineering Director upon further development of the site. A traffic study was performed with prior Planning Commission applications which required offsite improvements. There is no requirement at this time to conduct a traffic study, based on the proposed intensity of the site plan submitted."*;
- 9) Compliance with Engineering Comments: *"ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping*

will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems, paving, and all above ground structures, will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 5. The proposed development must comply with all Engineering Department design requirements and Policy Letters.;

- 10) Compliance with Urban Forestry Comments: "Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64).";
- 11) Compliance with Fire Department Comments: "All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Projects outside the City Limits of Mobile, yet within the Planning Commission Jurisdiction fall under the State or County Fire Code. (2012 IFC).";
- 12) Submission of a revised site plan to Planning and Zoning prior to submission of land disturbance or building permits;
- 13) Submission of a revised site plan and photometric plan at the time of permitting depicting all proposed lighting, to comply with the requirements of Sections 64-4.A.2., 64-6.A.3.c., and 64-6.A.8. of the Zoning Ordinance.; and
- 14) Full compliance with all other municipal codes and ordinances.

NOV 18 2:57PM

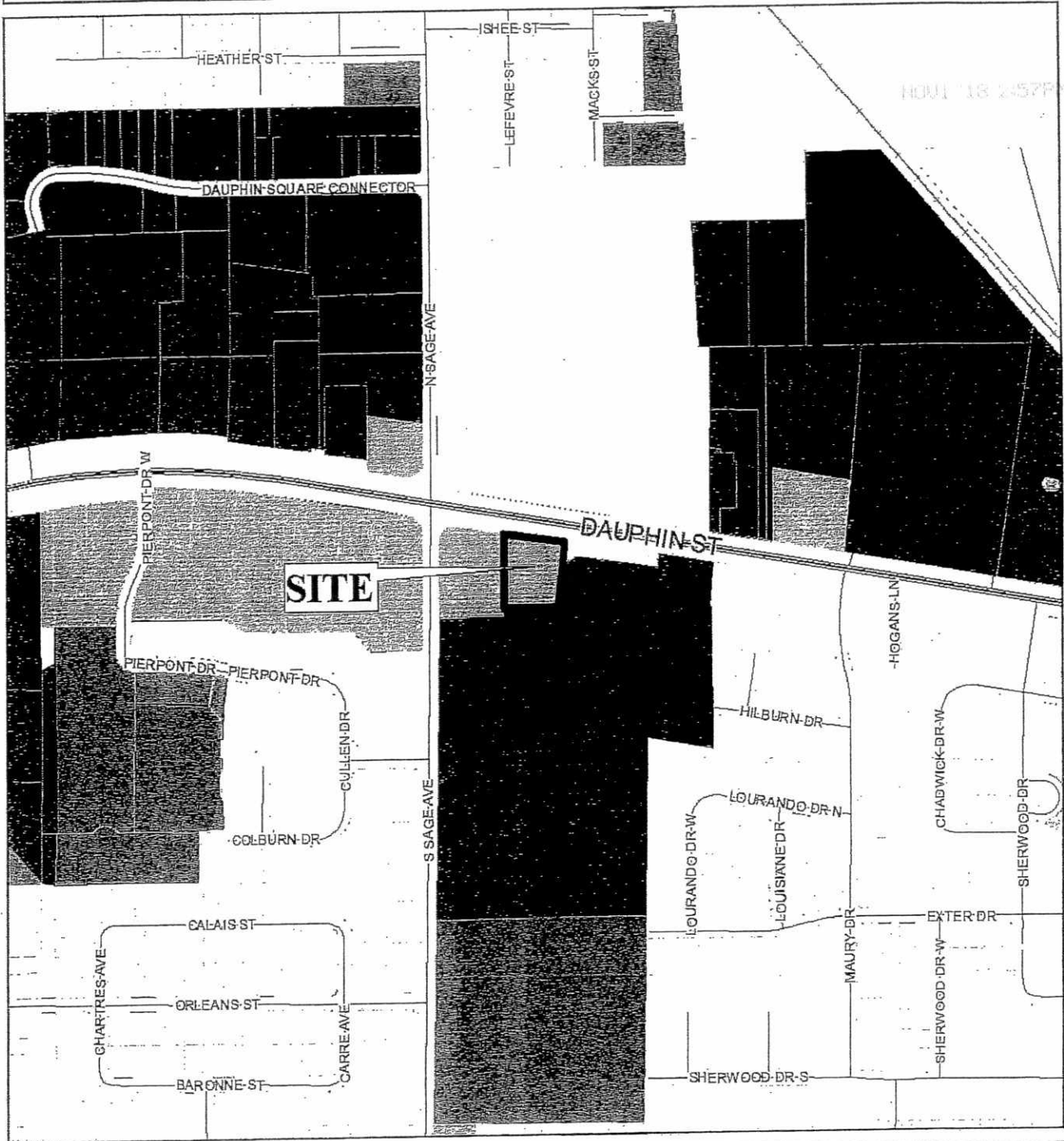
LOCATOR MAP



APPLICATION NUMBER 15 DATE October 20, 2016
 APPLICANT Robert Myers
 REQUEST Planned Unit Development



LOCATOR ZONING MAP

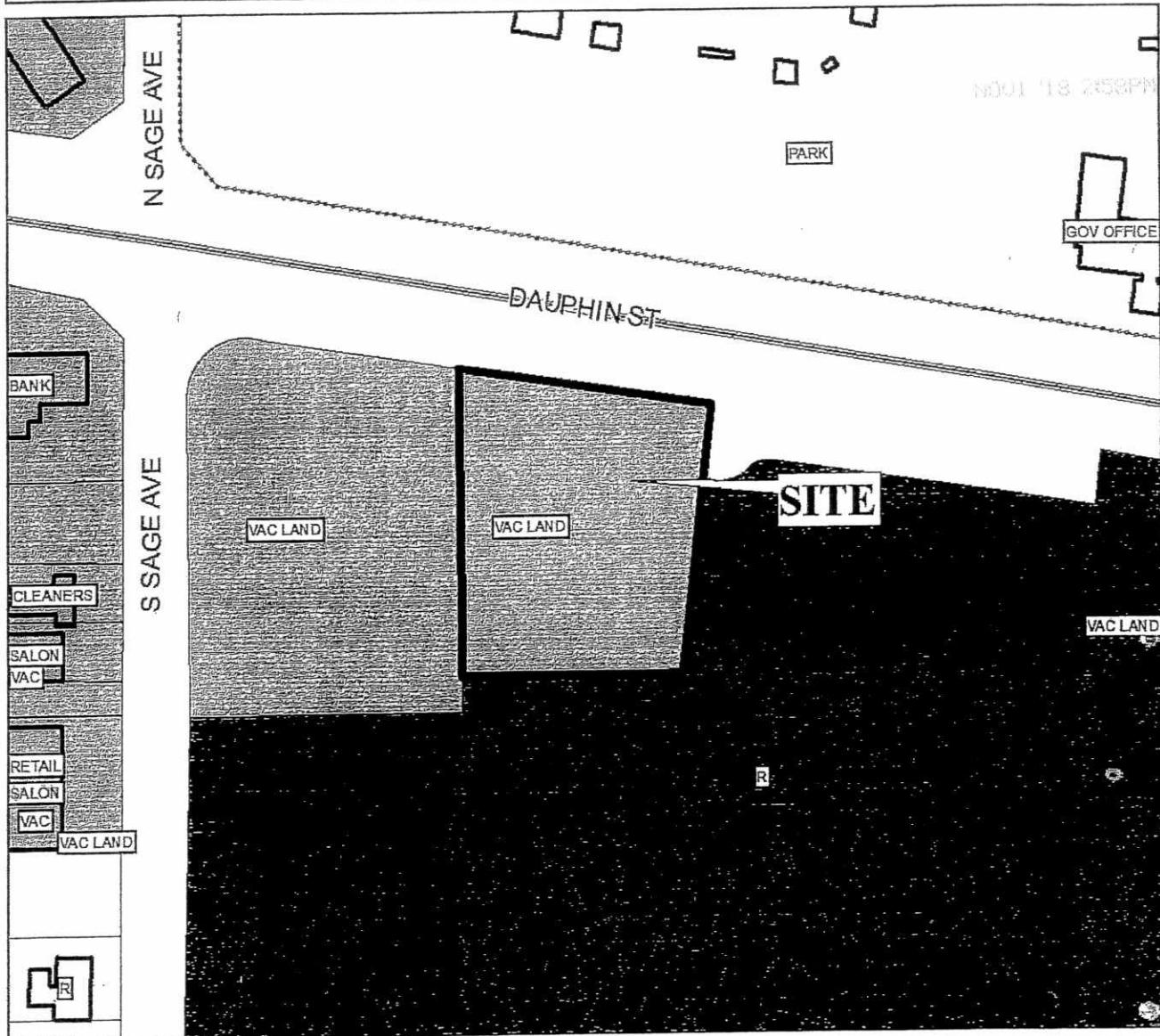


APPLICATION NUMBER 15 DATE October 20, 2016

APPLICANT Robert Myers

REQUEST Planned Unit Development

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



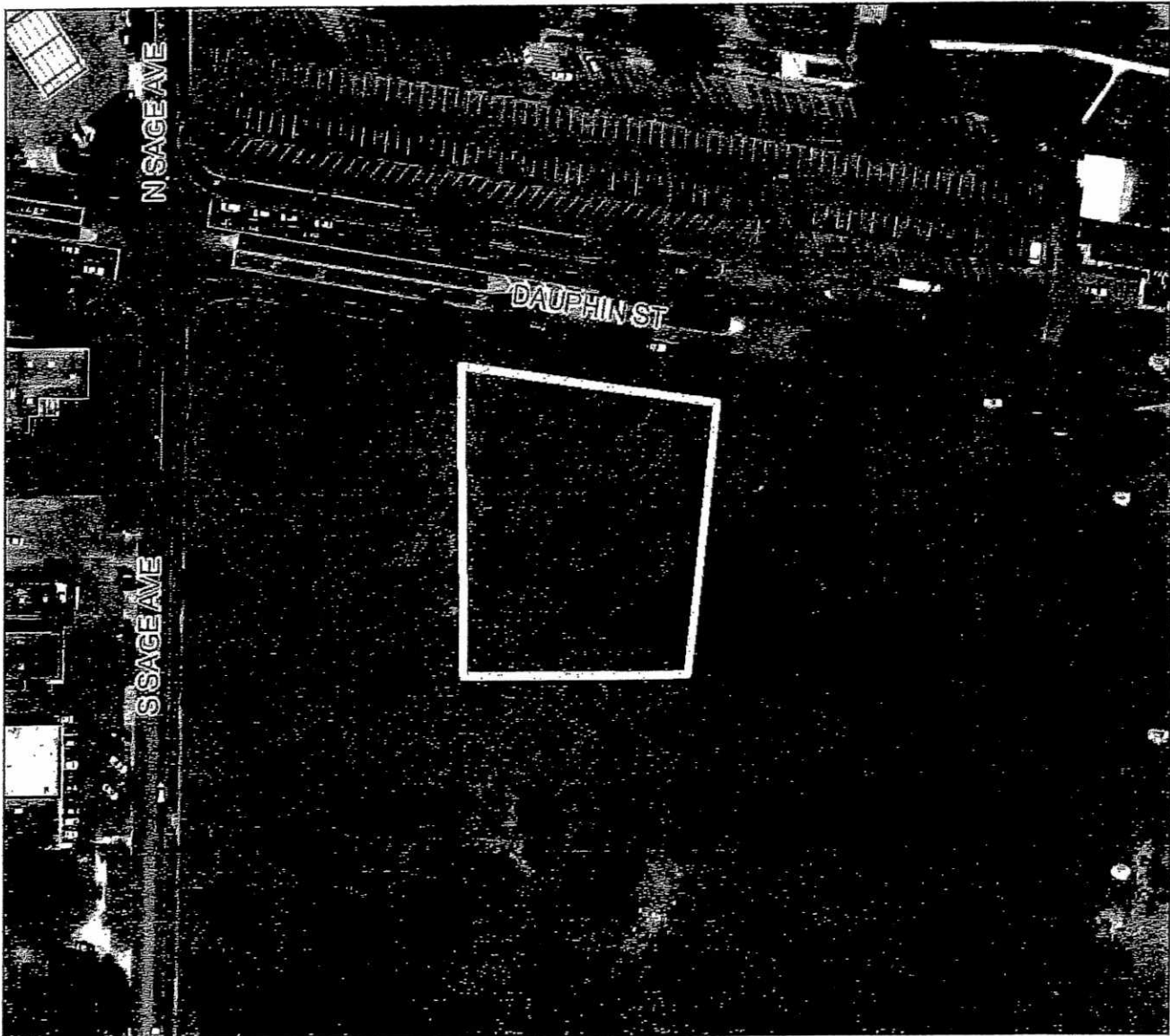
The site is surrounded by commercial units to the west, residential units to the south, and a park is located to the north.

APPLICATION NUMBER 15 DATE October 20, 2016
 APPLICANT Robert Myers
 REQUEST Planned Unit Development

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL

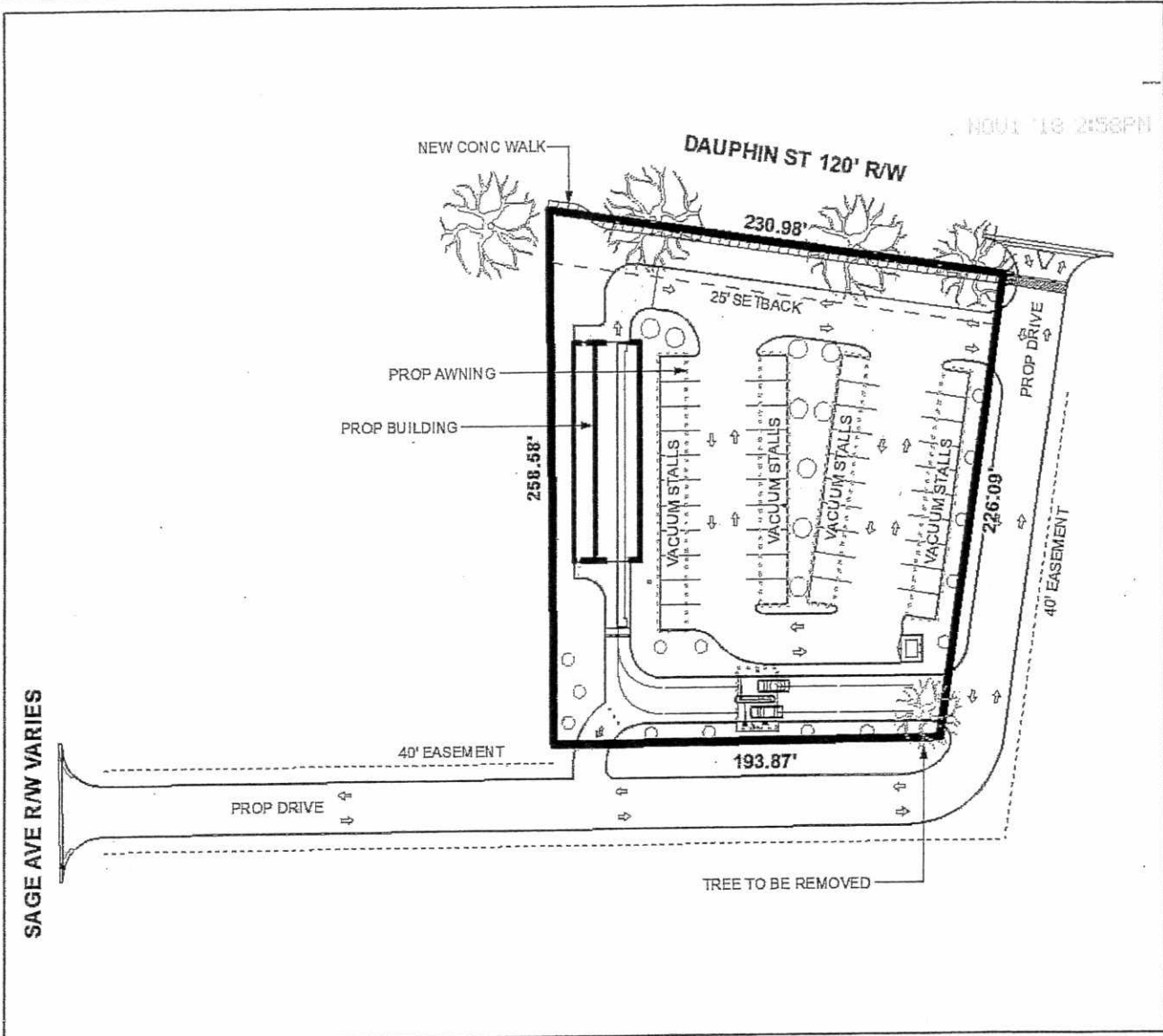


The site is surrounded by commercial units to the west, residential units to the south, and a park is located to the north.

APPLICATION NUMBER 15 DATE October 20, 2016
 APPLICANT Robert Myers
 REQUEST Planned Unit Development



SITE PLAN



The site plan illustrates the proposed building, proposed drives, setback, and easements.

APPLICATION NUMBER 15 DATE October 20, 2016

APPLICANT Robert Myers

REQUEST Planned Unit Development



NTS



NOV 1 '16 2:58PM

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 24, 2016

Robert Myers
3511 Irene Street
Mobile, AL 36608

Re: 2955 & 2989 Dauphin Street
(Southeast corner of Dauphin Street and South Sage Avenue).
ZON2016-01849
Council District 1
Robert Myers

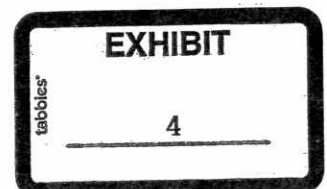
Dear Applicant(s)/ Property Owner(s):

At its meeting on October 20, 2016, the Planning Commission considered for Planned Unit Development Approval to allow shared access between two lots.

After discussion, the Planning Commission approved the above referenced application, subject to the following conditions:

- 1) Retention of the 25' minimum building setback line;
- 2) Retention of the sidewalk and dumpsters on the site plan, along with a note stating compliance with Section 64-4.D.9. of the Zoning Ordinance regarding dumpster compliance;
- 3) Retention of the right-of-way width along Dauphin Street;
- 4) Revision of the site plan to depict the right-of-way width along Sage Avenue;
- 5) Revision of the site plan to provide 1 additional frontage tree along Dauphin Street, to be planted in the NW part of the site, if possible, or donated to the tree bank, as requested by the applicant;
- 6) Site plan must meet full compliance of Section 64-4.E. of the Zoning Ordinance regarding tree and landscaping requirements;
- 7) Placement of a note on the site plan stating full compliance with the carwash requirements as stated in Section 64.12. of the Zoning Ordinance;
- 8) Compliance with Traffic Engineering Comments: *"Proposed site is limited to one curb cut per street frontage, with size, location and design to be approved by Traffic*

P.O. Box 1827 • MOBILE, ALABAMA 36633-1827



Engineering and conform to AASHTO standards. Future access points will be determined with future phases of the planned unit development. Driveway access to Dauphin Street is limited to right-in, right-out only, whether it is aligned with a continuous median or a median opening. A traffic study will be required as determined by the Traffic Engineering Director upon further development of the site. A traffic study was performed with prior Planning Commission applications which required offsite improvements. There is no requirement at this time to conduct a traffic study, based on the proposed intensity of the site plan submitted.”;

- 9) Compliance with Engineering Comments: “**ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:** 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems, paving, and all above ground structures, will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 5. The proposed development must comply with all Engineering Department design requirements and Policy Letters.”;
- 10) Compliance with Urban Forestry Comments: “Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64, also refer to condition #2).”;
- 11) Compliance with Fire Department Comments: “All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance. (2012 International Fire Code). Projects outside the City Limits of Mobile, yet within the Planning Commission Jurisdiction fall under the State or County Fire Code. (2012 IFC).”;
- 12) Submission of a revised site plan to Planning and Zoning prior to submission of land disturbance or building permits;
- 13) Submission of a revised site plan and photometric plan at the time of permitting depicting all proposed lighting, to comply with the requirements of Sections 64-4.A.2., 64-6.A.3.c., and 64-6.A.8. of the Zoning Ordinance.; and
- 14) Full compliance with all other municipal codes and ordinances.

Robert Myers PUD
October 24, 2016

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Richard Olsen

Deputy Director of Planning & Zoning

cc: Hancock Bank of Alabama
Clark, Geer, Latham & Associates

NOV 1 '16 2:58PM

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Units
4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance

6. File Number
514424

7. Loan Number

8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower
Robert Fonde MyersE. Name & Address of Seller
Whitney Bank, f/k/a Hancock Bank of
Louisiana, successor in interest by virtue of
merger with Hancock Bank of Alabama

F. Name & Address of Lender

G. Property Location

Graf Dairy, Lot 2, Mobile County
0 Dauphin Street
Mobile, ALH. Settlement Agent Name
Surety Land Title, Inc. - TREC
3601 Springhill Business Park
Suite 203
Mobile, AL 36608 Tax ID: 63-0846215
Underwritten By: Chicago
Place of Settlement
Surety Land Title, Inc.
3601 Springhill Business Park
Ste. 203
Mobile, AL 36608I. Settlement Date
3/31/2017
Fund:

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower

101. Contract Sales Price	\$675,000.00
102. Personal Property	
103. Settlement Charges to borrower	\$2,278.50
104.	
105.	

Adjustments for items paid by seller in advance

106. City property taxes 03/31/17 to 09/30/17	\$531.86
107. County property taxes	
108. Assessment Taxes	
109. School property taxes	
110. HOA Dues	
111. Other taxes	
112.	
113.	
114.	
115.	
116.	

120. Gross Amount Due From Borrower \$677,810.36

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money	\$22,500.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204. Loan Amount 2nd Lien	
205.	
206.	
207.	
208.	
209.	

Adjustments for items unpaid by seller

210. City property taxes	
211. County property taxes 10/01/16 to 03/31/17	\$4,222.84
212. Assessment Taxes	
213. School property taxes	
214. HOA Dues	
215. Other taxes	
216.	
217.	
218.	
219.	

220. Total Paid By/For Borrower \$26,722.84

300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)	\$677,810.36
302. Less amounts paid by/for borrower (line 220)	\$26,722.84
303. Cash From Borrower	\$651,087.52

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following:

- HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
- Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate;
- Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract Sales Price	\$675,000.00
402. Personal Property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. City property taxes 03/31/17 to 09/30/17	\$531.86
407. County property taxes	
408. Assessment Taxes	
409. School property taxes	
410. HOA Dues	
411. Other taxes	
412.	
413.	
414.	
415.	
416.	

420. Gross Amount Due to Seller \$675,531.86

500. Reductions in Amount Due to Seller

501. Excess Deposit	
502. Settlement Charges to Seller (line 1400)	\$41,650.00
503. Existing Loan(s) Taken Subject to	
504. Payoff of First Mortgage to Loan	
505. Payoff of Second Mortgage to Loan	
506.	
507.	
508.	
509.	

Adjustments for items unpaid by seller

510. City property taxes	
511. County property taxes 10/01/16 to 03/31/17	\$4,222.84
512. Assessment Taxes	
513. School property taxes	
514. HOA Dues	
515. Other taxes	
516.	
517.	
518.	
519.	

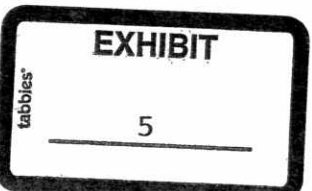
520. Total Reduction Amount Due Seller \$45,872.84

600. Cash At Settlement To/From Seller

601. Gross Amount due to seller (line 420)	\$675,531.86
602. Less reductions in amt. due seller (line 520)	\$45,872.84
603. Cash To Seller	\$629,659.02

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

NOV 1 '18 2:53PM



L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price				Borrower's	Seller's
Division of Commission (line 700) as follows:				Funds at	Funds at
				Settlement	Settlement
701. \$40,500.00	to	Roberts Brothers CFM (less \$22500.00 earnest money)	@6 % = \$40,500.00		
702.	to				
703. Commission Paid at Settlement				\$0.00	\$40,500.00
800. Items Payable in Connection with Loan					
801. Loan Origination Fee %	to				
802. Loan Discount %	to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Tax Service Fee	to				
806. Mortgage Insurance Application	to				
807. Assumption Fee	to				
808. Underwriting Fee	to				
809. Flood Certification Fee	to				
900. Items Required by Lender To Be Paid in Advance					
901. Interest from 3/31/2017 to 4/1/2017 @ \$0/day					
902. Mortgage Ins Prem. for months	to				
903. Hazard Ins Prem. for years	to				
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months @	per month		\$0.00	
1002. Mortgage insurance	months @	per month		\$0.00	
1003. City property taxes	months @	per month		\$0.00	
1004. County property taxes	months @	per month		\$0.00	
1005. Assessment Taxes	months @	per month		\$0.00	
1006. School property taxes	months @	per month		\$0.00	
1007. HOA Dues	months @	per month		\$0.00	
1008. Other taxes	months @	per month		\$0.00	
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Settlement or closing fee	to	Surety Land Title, Inc.		\$500.00	
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to	Partridge Smith, PC			\$100.00
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items number:)					
1108. Title insurance	to	Surety Land Title, Inc.		\$1,050.00	\$1,050.00
(includes above items number:)					
1109. Lender's coverage		\$0.00/\$0.00			
1110. Owner's coverage		\$675,000.00/\$2,100.00			
1111. eRecording	to	Surety Land Title, Inc.		\$10.00	
1200. Government Recording and Transfer Charges					
1201. Recording Fees	Deed \$20.50 ; Mortgage ; Rel	to Surety Land Title, Inc.		\$20.50	
1202. City/county tax/stamps	Deed \$675.00 ; Mortgage	to Surety Land Title, Inc.		\$675.00	
1203. State tax/stamps	Deed ; Mortgage	to			
1204. Record Easement	to	Surety Land Title, Inc.		\$23.00	
1205. Conveyance Fee	to				
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$2,278.50	\$41,650.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Whitney Bank, f/k/a Hancock Bank of Louisiana, successor in interest by virtue of merger with Hancock Bank of Alabama

Robert Bonds Myers

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 2

Form HUD-1 (3/86)
Handbook 4305.2

NOV 1 '18 2:58PM

TAX INFORMATION DISCLOSURE

Date: March 31, 2017

GF #: 514424

Seller: Whitney Bank, f/k/a Hancock Bank of Louisiana, successor in interest by virtue of merger with Hancock Bank of Alabama

Purchaser/Borrower: Robert Fonde Myers

Property:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 2, Graf Dairy, a Subdivision, according to plat thereof recorded in Map Book 119, page 77 of the records in the office of the Judge of Probate, Mobile County, Alabama.

Based upon information furnished by local taxing authorities, the taxes on the above described property have been paid through the year 2016 and

_____ A special exemption for agricultural and/or timber has been filed against this property, thereby reducing said property tax and **IS SUBJECT TO ROLLBACK.**

_____ There is a shortage in the acreage or square footage in the rolls as compared with the legal description herein conveyed, and could be **SUPPLEMENTED** for previous years.

_____ The tract(s) of land hereby conveyed is/are out of a larger tract of land which has not been split out for the present year, and correct and accurate figures cannot be obtained for tax prorations. Purchaser and Seller agree to prorate based on **ESTIMATES ONLY.**

_____ Purchaser and Seller agree **NOT TO PRORATE TAXES FOR THE CURRENT YEAR**, thereby, purchaser/seller **BEING RESPONSIBLE FOR THE FULL YEAR.**

_____ An exemption exists on this property, and will be adjusted in the following tax year, thereby increasing said base tax.

_____ No tax figures were acquired as to any inventory, personal property or mobile home situated on said property. Surety Land Title, Inc. - TREC is not guaranteeing any payment of any such tax.

_____ Any proration of taxes made in connection with this transaction is based on tax information from the prior year and does not reflect the tax status of the property for the current year.

☒ We are closing this file based on verbal tax information provided by the appropriate taxing authorities. The taxing authority is not bound by verbal information and, accordingly, Surety Land Title, Inc. - TREC cannot guarantee the amounts reported as accurate. Surety Land Title, Inc. - TREC can guarantee the tax amounts reported by the taxing authorities only when Surety Land Title, Inc. - TREC has in its possession a written tax certificate issued by appropriate taxing authority. The amount of taxes due may increase or decrease when we receive written tax certificates.

NOV1 '18 2:58PM

AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

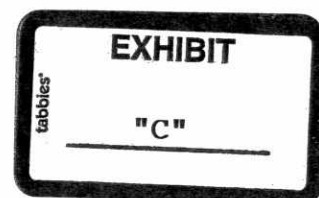
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 2 & 3, R-1 TO B-2

NOV 13 2:56PM

COMMENCING AT THE SOUTHWEST CORNER OF BLACKSHER DOWNS, AS PER PLAT RECORDED IN MAP BOOK 6, PAGE 91 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE NORTH BOUNDARY OF BLOCK H, RESUBDIVISION OF WESTLAWN, AS PER PLAT RECORDED IN MAP BOOK 4, PAGES 516-520 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID NORTH BOUNDARY OF BLOCK H, RESUBDIVISION OF WESTLAWN, AND ALONG THE NORTH BOUNDARY OF BLEDSOE - WESTLAWN SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 40, PAGE 113 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN S 89° 22' 19" W 768.85 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAGE AVENUE; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SAGE AVENUE, RUN N 00° 28' 22" W 702.35 FEET TO A POINT; THENCE RUN N 89° 33' 10" 10.00 FEET TO A POINT THAT IS 10.00 FEET EAST OF SAID EAST RIGHT OF WAY LINE OF SAGE AVENUE, AS MEASURED AT RIGHT ANGLES; THENCE 10.00 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF SAGE AVENUE, CONTINUE N 00° 28' 22" W 1028.53 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING 10.00 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF SAGE AVENUE, RUN N 00° 28' 22" W 289.45 FEET TO A POINT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE OF SAGE AVENUE, RUN N 52° 03' 46" E 57.74 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81° 44' 00" E 398.23 FEET TO A POINT; THENCE RUN S 08° 16' 00" W 226.15 FEET TO A POINT; THENCE RUN S 89° 31' 38" W 193.85 FEET TO A POINT; THENCE RUN S 00° 28' 22" E



29.08 FEET TO A POINT; THENCE RUN S 89° 31' 38" W 225.93 FEET TO THE POINT OF BEGINNING. CONTAINING 2.7435 ACRES, MORE OR LESS.

NOV1 '18 2:58PM

LOTS 1 & 5 R-1 TO LB-2

COMMENCING AT THE SOUTHWEST CORNER OF BLACKSHER DOWNS, AS PER PLAT RECORDED IN MAP BOOK 6, PAGE 91 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WEST BOUNDARY OF SAID BLACKSHER DOWNS AND ALONG THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN N 00° 26' 50" W 699.92 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 89° 33' 10" W 749.17 FEET TO A POINT THAT IS 10.00 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAGE AVENUE, AS MEASURED AT RIGHT ANGLES; THENCE 10.00 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF SAGE AVENUE, RUN N 00° 28' 22" W 1028.53 FEET TO A POINT; THENCE RUN N 89° 31' 38" E 225.93 FEET TO A POINT; THENCE RUN N 00° 28' 22" W 29.08 FEET TO A POINT; THENCE RUN N 89° 31' 38" E 193.85 FEET TO A POINT; THENCE RUN N 08° 16' 00" E 162.94 FEET TO A POINT; THENCE RUN S 81° 43' 29" E 12.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN NORTHEASTWARDLY 31.88 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN NORTHEASTWARDLY 22.77 FEET TO THE P.T. OF SAID CURVE; SAID POINT BEING 40.00 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, AS MEASURED AT RIGHT ANGLES; THENCE 40.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81° 44' 00" E 278.54 FEET TO A POINT; THENCE RUN N 08° 16' 00" E 46.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81° 44' 00" E 201.44 FEET TO A POINT ON THE WEST BOUNDARY OF THE PROPERTY NOW OR FORMERLY OF ROSE A. MCPHILLIPS, AS PER INSTRUMENT RECORDED IN REAL PROPERTY BOOK 4540, PAGE 146 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF PROPERTY NOW OR FORMERLY OF ROSE A. MCPHILLIPS, RUN S 04° 57' 55" W 150.18 FEET TO A POINT; THENCE ALONG THE SOUTH BOUNDARY OF SAID PROPERTY NOW OR FORMERLY OF ROSE A. MCPHILLIPS, RUN S 81° 36' 40" E 9.60 FEET TO THE NORTHWEST CORNER OF SECOND ADDITION TO MARY EMIL PLACE, AS PER PLAT RECORDED IN MAP BOOK 13, PAGE 57 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WEST BOUNDARY OF SAID SECOND ADDITION TO MARY EMIL PLACE, RUN S 01° 00' 48" E 482.05

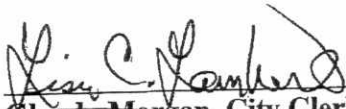
FEET TO A POINT ON THE NORTH BOUNDARY OF THE AFOREMENTIONED LOURANDO SUBDIVISION; THENCE ALONG SAID NORTH BOUNDARY OF LOURANDO SUBDIVISION, RUN N 81° 50' 49" W 232.15 FEET TO A THE NORTHWEST CORNER OF SAID LOURANDO SUBDIVISION; THENCE ALONG THE WEST BOUNDARY OF SAID LOURANDO SUBDIVISION, RUN S 00° 26' 50" E 607.11 FEET TO THE POINT OF BEGINNING. CONTAINING 22.7311 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential District**, to **B-2, Neighborhood Business District** and **LB-2, Limited Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District** and **LB-2, Limited Neighborhood Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** and **LB-2, Limited Neighborhood Business District** until all of the conditions set forth below have been complied with: 1) completion of the subdivision process (recording of the final plat) prior to completion of the rezoning process; 2) limited to an approved PUD, as may be required to be amended; 3) must comply with the requirements of the 2003 International Fire Code, including Appendices B through D, as adopted by the City of Mobile, and the 2003 International Existing Building Code, as appropriate. Fire hydrants shall comply with Section 508.5.1 of the 2003 IFC. Dead ends shall comply with Table D105.1 of the 2003 IFC; 4) full compliance with all municipal codes and ordinances.

NOV 1 '18 2:53PM

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

adopted: JUL 22 2008


ASSISTANT ~~Glenda Morgan~~, City Clerk

Graf Dairy, LLC
Southeast corner of Dauphin Street and South Sage Avenue, extending to the West terminus of Hilburn Drive.

Council District 1
Fredrick D. Richardson, Jr.

Parcel Information

NOV 1 '18 2:59PM

Key / ID:

04000723 / R022908191001013.002.

Owner:

Myers Robert Fonde
3511 Irene St

Mobile, AL 36608

Subdivision:

Graf Dairy

Council District: District 1 - Fredrick Richardson Jr.

Zipcode: 36606

Township/Range/Section: 4s1w19

Jurisdiction: City of Mobile

XY (NAD83 State Plane Al West 102 Ft):

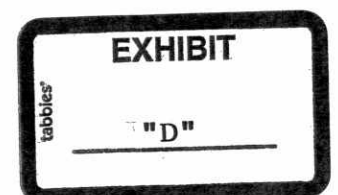
X: 1775663.4036458335

Y: 251039.71657986107

Zoning District: B-2

Information returned is based on the selected layers. To select layers, click on the Layer

button  located on the left side of the map.





MOBILE CITY PLANNING COMMISSION

1826
MAY 18 2:59PM

Mailing Address:

Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location

Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

NOTE: **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, **INCLUDING THE SITE PLAN**, must be submitted along with **SEVEN (7) COPIES** of this application by **NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

Type of Application and Fees:

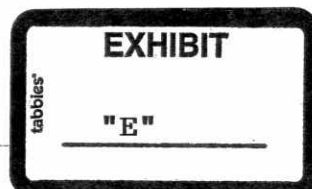
- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input type="checkbox"/> Zoning Change
\$ 100.00
(if recommended for approval,
additional advertising fee required) | <input type="checkbox"/> Planning Approval
\$ 150.00
(non-profit \$ 50.00) | <input checked="" type="checkbox"/> Planned Unit Development
\$ 150.00 |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|

(Application Fee + Postage Fee + \$ 1.00 Notification Fee per mailing label + \$ 1.00 Computer/Fax Fee = Total Application Cost)

- Applicant:** ROBERT MYERS
(if other than owner, must furnish written authorization from owner)
Full Address: 3511 IRENE ST, MOBILE, AL 36608
Telephone: 251/402-2699 Email: rob@myers-interprises.com
- Owner:** ROBERT MYERS
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)
- Attach a brief description of property location. SE CORNER OF SAGE AVE & DAUPHIN ST
- Attach a copy of the legal description and parcel number of the property in question. R022908191001013.002
(Parcel Number)
- Present Zoning: B-2 Proposed Zoning: B-S
- Area of property, sq. ft. or acres: 1.17AC
- DESCRIPTION:** Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).
- PLAN CONSISTENCY ANALYSIS:** Attach a document that illustrates how the application is or is not consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth). The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.
- ZONING applications:** Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.
- Planned Unit Development applications:** Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).
- SITE PLAN must be filed with this application (7 COPIES).** The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.
- TREES:** Are there any 24-inch diameter or larger trees on the site?
If YES, are they shown on the Site Plan?
☒ YES ☐ NO
- LABELS AND NOTIFICATION REQUIREMENTS:** Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8-1/2" x 11" sheets of labels).
- SIGNATURE:** It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

DATE: 3/2/18

APPLICANT'S SIGNATURE: [Signature]



Form 150LU008 June 2016

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST
PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE
THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

DATE:

3/2/18

APPLICANT'S SIGNATURE:

Robert F. Myers

PUD Narrative – Graf Dairy, Lot 2

This parcel was originally created as part of a 5-lot Subdivision in 2008. At that time, a PUD was submitted and approved, for the purpose of providing cross access between all of the Lots to allow for the sharing of a reduced number of curb cuts onto both Dauphin Street and the northern portion of Sage Avenue, which was dictated by Traffic Engineering. However, this development was never permitted and, as such, the PUD expired. In 2010, another PUD was submitted and approved for this parcel for the same reason, but again, the development did not occur and that PUD was allowed to expire.

The present PUD application is for a different end user for Lot 2 than the previous 2 PUD applications and again is being submitted to allow for cross access between adjacent parcels. Due to the proposed development, a slightly different routing of the shared access than was previously presented is required.

Aside from the shared access, the site meets all of the requirements of the Zoning Ordinance.

This PUD was previously approved on October 20, 2016 case # ZON2016-01849.

DMJV LLC SUCCESSOR IN
INTEREST TO DAUPHIN MEDICAL
1359 SPRINGHILL AVE
MOBILE, AL 36690

GRAF DAIRY L L C
P O BOX 6424
MOBILE, AL 36660

MCPHILLIPS ARTHUR W SR
2867 DAUPHIN ST
MOBILE, AL 36606

MCPHILLIPS ROSE A
60 S CONCEPTION ST
MOBILE, AL 36602

HEATH TIMOTHY ANDREW
6 GRAF CT
MOBILE, AL 36606

NETTLES JANE B
8 GRAF CT
MOBILE, AL 36606

DEUEL CHARLEY J & JANICE O
10 GRAF COURT
MOBILE, AL 36606

SUDEIHA JAMES N & LISA M
2901 HILBURN DR
MOBILE, AL 36606

ROLDAN HELENA FORREST
2869 HILBURN DRIVE
MOBILE, AL 36606

BOSCO JOHN A & GOLDIE I
2880 N LOURANDO DR
MOBILE, AL 36606

ROHMER FRANK J & LE DUNG RAY
1120 COLLEGE ST W
SHERMAN, TX 75092

SPOTSWOOD ROBT SANDS &
2888 LOURANDO DR NORTH
MOBILE, AL 36606

NICHOLASON CYNTHIA W
30 W LOURANDO DR
MOBILE, AL 36606

MASSEY BRADLEY B & JENNIFER L
MASSEY
32 W LOURANDO DR
MOBILE, AL 36606

AUSTIN JORDANA W
34 W LOURANDO DR
MOBILE, AL 36606

PERSONS CAROLYN LUTZ
3913 SCENIC DRIVE
MOBILE, AL 36605

ADAMS SHANNON LUNDY & WILLIAM
HAYS ADAMS
38 W LOURANDO DR
MOBILE, AL 36606

YAGOUR ELYAS M
40 LOURANDO DR W
MOBILE, AL 36606

DAY JOAQUIN & TOMEKA
42 LOURANDO DR W
MOBILE, AL 36606

TANNER MEGHAN
39 W LOURANDO DR
MOBILE, AL 36606

PING INVESTMENTS LLC
PO BOX 8192
MOBILE, AL 36689

LMS-LINDA LLC
35 LOURANDO W
MOBILE, AL 36608

HONE ERVIN B
33 LOURANDO DR
MOBILE, AL 36606

STEPHENS MICHAEL C &
MERLE REBECCA
31 W LOURANDO DRIVE
MOBILE, AL 36606

SCHNADELBACH CLAY F & FRANCES L
DRAKE
2877 N LOURANDO DR
MOBILE, AL 36606

BELL BROTHERS LLC
7600 THORNDIKE LANE
MOBILE, AL 36695

WHIDDEN HUNTER G & KIMBERLY L
BELL
32 LOUISIANE DR
MOBILE, AL 36606

VROCHER MELISSA
2878 EXTER DRIVE
MOBILE, AL 36606

MCMAHON MARY E
2905 EXTER DR
MOBILE, AL 36606

RMS LLC
213 KINGSWOOD CT
MOBILE, AL 36608

STUBBLEFIELD DANIEL GAINES
& KELLY EVEREST
2883 EXTER DR
MOBILE, AL 36606

MOORE BRIAN M
2881 EXTER DR
MOBILE, AL 36606

PARTRIDGE JOHN G JR
2877 EXTER DR
MOBILE, AL 36606

BUSBEE GEORGE & AMY WOODWARD
8 MAURY DRIVE
MOBILE, AL 36606

CASSITY ANNIE LOIS &
7 GRAF CT
MOBILE, AL 36606

CLARKE PATRICK R & DESIREE E CLARKE
2866 HILBURN DR
MOBILE, AL 36606

CHAPMAN CHRISTOPHER L &
100 BLACKSHER COURT
MOBILE, AL 36606

WHITLOCK ROBERT E & RITA S
6604 LUBARRETT WAY
MOBILE, AL 36695

GRAF MARIE L FAMILY LIMITED
%MCPHERSON COMPANIES
TAX DEPT
5051 CARDINAL ST
TRUSSVILLE, AL 35173

LARUE CHERIL M
560 BISHOP LN N
MOBILE, AL 36608

LUCAS BART R & CAROLYN S
63 CULLEN DR
MOBILE, AL 36606

LUCAS LEONARD R & LAVERNE J
59 CULLEN DR
MOBILE, AL 36606

WALCH MICHAEL DREW
18 HOMER
MOBILE, AL 36607

JACKSON FLORA B
3005 GRAF BLVD
MOBILE, AL 36606

MCNELLAGE BARNEY P & ANNE B
3004 GRAF BLVD
MOBILE, AL 36606

SMITH CHRISTOPHER DOUGLAS
29 CULLEN DR
MOBILE, AL 36606

WOLLETT FREDRICK F & FRANCES J
25 CULLEN DR
MOBILE, AL 36606

FORESTER ESTEL W
21 CULLEN DR
MOBILE, AL 36606

ROBERTS MICHAEL L & ELOUISE A
3008 PIERPONT DR
MOBILE, AL 36606

PIERPONT LTD
P O BOX 16315
MOBILE, AL 36616

GRAF MARIE L FAMILY LIMITED
%CUMMINGS & WHITE SPUNNER
P O BOX 16227
MOBILE, AL 36616

WILLIAMS ROBERT LEE
26 SAGE AVE
MOBILE, AL 36606

JILES EDNA B JACKSON
3000 GRAF BLVD
MOBILE, AL 36606

GOSS JOHN D & GARNETT C
3002 GRAF BLVD
MOBILE, AL 36606

OLADEJO JACOB F
3003 GRAF BLVD
MOBILE, AL 36606

DAUPHIN CENTER LLC
118 N ROYAL ST
SUITE 700
MOBILE, AL 36602

CAT LLC
85 N SAGE AVE
MOBILE, AL 36609

SMITH JAMES & VERA
58 S SAGE AVE
MOBILE, AL 36606

BEATTIE JAMES D & DOROTHY H
62 S SAGE AVE
MOBILE, AL 36606

SECRETARY OF HOUSING & URBAN
DEVELOPMENT
PO BOX 851984
MOBILE, AL 36685

BONNER DAISY M & FREDERICK
DOUGLAS BONNER
102 SAGE AVE S
MOBILE, AL 36606

KING THOMAS K JR & JEANNIE KING
525 RIDGELAWN DR W
MOBILE, AL 36608

SYKES JACQUELINE K
106 S SAGE AVE
MOBILE, AL 36606

JONES HAROLD & SONYA D
110 S SAGE AVE
MOBILE, AL 36606

MOORE JERRY M & MARTHA M
109 CARRE AVE
MOBILE, AL 36606

FAUSAK LOIS CATCHINGS
107 CARRE AVE
MOBILE, AL 36606

KING THOMAS K JR & JEANNIE B KING
14 QUEENSWAY
MOBILE, AL 36608

SMITHERMAN DONALD
3008 CALAIS ST
MOBILE, AL 36606

MORGAN JOHN WARREN & MARY H
34 LOUISIANE DR
MOBILE, AL 36606

ALABAMA POWER CO
% TREASURY/FINANCE
P O BOX 2641
BIRMINGHAM, AL 35291

GRAF GEORGE E SR 1/6 INT &
C/O THOMSON REUTERS
P O BOX 2609
CARLSBAD, CA 92018

VANHOOF JAMES JOSEPH
101 BLACKSHER CT
MOBILE, AL 36606

DAY JOAQUIN & TOMEKA
42 LOURANDO DR W
MOBILE, AL 36606

CLARK, GEER, LATHAM & ASSOC.
3901 SPRINGHILL AVE
MOBILE, AL 36608

MYERS, ROBERT
3511 IRENE STREET
MOBILE, AL 36608

DMJV LLC
2890 DAUPHIN STREET
MOBILE, AL 36606

FAYARD KENNETH W & KONNIE N
2863 HILBURN DR
MOBILE, AL 36606

FEIRMAN LOUIS M & CYNTHIA C
2867 HILBURN DR
MOBILE, AL 36606

GRAF MARIE L FAMILY LIMITED
%CUMMINGS & WHITE SPUNNER
P O BOX 16227
MOBILE, AL 36616

MCNELLAGE WALTER PATRICK
30 LOUISIANE DRIVE
MOBILE, AL 36606

MOORE BRIAN M
35 MAURY DR
MOBILE, AL 36606

MOULTRIE BEATRICE V
3000 SCOTT PLANTATION DR S
MOBILE, AL 36695

NETTLES ABRAHAM
2308 CRESTWOOD CIR
MOBILE, AL 36617

PERRY SUSAN M
5 GRAF COURT
MOBILE, AL 36606

HOME SOLUTIONS LLC
PO BOX 851984
MOBILE, AL 36685

WOOTTON CYNTHIA T
2865 HILBURN DR
MOBILE, AL 36606

ZOGHBY MITCHELL &
2862 HILBURN DR
MOBILE, AL 36606

THOMAS CEOLA 7 BELINDA F
3001 GRAF BLVD
MOBILE, AL 36606

TOLER DESMOND B & BETTY B
6 MAURY DR
MOBILE, AL 36606

WHIDDEN HUNTER G & KIMBERLY L
32 LOUISIANE DR
MOBILE, AL 36606



2017018849 1/4
Bk: LR7495 Pg:31
Document Type: ERWD

Mobile County, Alabama
I hereto certify this instrument
filed on : 04/05/2017 10:54:32 AM
Don Davis, Probate Judge

Deed Tax: \$.50
Mortgage Tax: \$.00
Mineral Tax: \$.00
No Tax: \$.00
Judge Fee: \$.00
S.R. Fee: \$2.00
Surcharge Fee: \$10.00
Recording Fee: \$11.00
TOTAL: \$23.50

2017018849
Bk: LR7495
Pg: 31

SLT-574424
COUNTY OF MOBILE

STATE OF ALABAMA
SLT514424

c/c\$500.00

EASEMENT AGREEMENT

This Easement Agreement ("Access Easement Agreement") is made as of the 31st day of March, 2017, by and between Graf Dairy, LLC (hereinafter referred to as "Graf") and Robert Fonde Myers (hereinafter referred to as "Myers").

WHEREAS, Graf is the owner of Lot 1 and Lot 3, Graf Dairy subdivision as recorded in Map Book 119, Page 77, of the Probate Records in Mobile County, Alabama; and

WHEREAS, Myers is the owner of Lot 2 of said Graf Dairy subdivision; and

WHEREAS, Graf and Myers' predecessor in title to Lot 2 (Hancock Bank of Alabama) entered into that certain Cross Easement for Ingress and Egress recorded as Instrument Number 2008062483 in the Probate Records of Mobile County, Alabama (the "Cross Access Easement"); and

WHEREAS, Graf and Myers' predecessor in title to Lot 2 (Hancock Bank of Alabama) entered into that certain Temporary Access Easement recorded as Instrument Number 2008062479 in the Probate Records of Mobile County, Alabama (the "Temporary Access Easement"); and

WHEREAS, Myers desires to develop Lot 2 and portions of Lot 1 and Lot 3 as shown on the Proposed Site Plan which is attached hereto and incorporated herein as Exhibit "A" (the "Development Plan"); and

WHEREAS, Graf has not developed Lot 1 or Lot 3 of said subdivision, but Graf has approved the location of the access roadway from Sage Avenue to Dauphin Street over and across portions of Lot 1 and Lot 3; and WHEREAS, Graf and Myers desire to terminate the Cross Access Easement and the Temporary Access Easement and to replace both of those prior instruments with this Easement Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits herein contained, and for ten dollars paid by each party to the other, and other good and valuable consideration, Graf and Myers agree and covenant as follows:

1. Subject to the terms and conditions of this Easement Agreement, Graf does hereby grant, bargain, sell, and convey to Myers and to its successors in title to Lot 2 of Graf Dairy subdivision a permanent and perpetual non-exclusive easement and right-of-way, in common with Graf's adjacent property and others entitled to use the same, for the purpose of ingress and egress of vehicular travel to and from Lot 2 on the Development Plan and for storm water detention and drainage as depicted on the Development Plan attached hereto as Exhibit "A". The foregoing grant of easements shall in no event be construed to create any right to park motor vehicles upon Lot 1 or Lot 3. The easements established herein shall be appurtenant to and for the benefit of the property described as Lot 2 of Graf Dairy subdivision and shall run with the land.

3. Myers shall be responsible for the costs of construction of the access roadways and storm water drainage improvements on the easements hereinabove granted and as shown on

the Development Plan. Graf hereby grants and conveys to Myers a temporary construction easement 10 feet in width on each side of the access roadway easements running the entire length of the access roadway easements, which temporary construction easement shall expire upon the issuance of a Certificate of Occupancy for the improvements on Lot 2. The design and exact location of the roadway within the access roadway easement must be approved by Graf, which approval will not be unreasonably conditioned, delayed, or withheld.

4. Until Lot 1 or Lot 3 are developed, Myers shall maintain the access roadway easements and storm water improvements in good repair and condition. At the time any portion of Lot 1 or Lot 3 of Graf Dairy subdivision is developed, under construction, under land disturbing activities, or otherwise begins active use of the access roadways, the parties agree that the each party shall be responsible for any damage they cause to the roadways, and that the parties will share the routine maintenance and repair obligations equitably. In the event that Lot 1 and Lot 3 are developed as a Planned Unit Development, then Myers agrees that the obligations of all property owners in the PUD to pay for their pro rata share of common area maintenance expenses, including road maintenance for the access roads shown on the Development Plan, will be pursuant to a document signed by all parties that will be recorded in Probate Court, but Myers is not hereby agreeing to be a party to any agreement which imposes an obligation on it to construct, repair, or maintain any other roads or driveways other than those shown on the Development Plan, and any such future APUD plan must ensure that Lot 2 always has access to Sage Avenue and to Dauphin Street in substantially the same location as shown on the Development Plan.

5. No curb cuts shall be constructed, maintained or used by Lot 2 between the access roadways and Lot 2 except for the three curb cuts shown on the Development Plan absent approval by Graf.

6. Graf retains the right to relocate, at its expenses, the easement should it be necessary for the future development of Lot 1 or Lot 3, as long as the owner of Lot 2 shall continue to have adequate access to Sage Avenue and Dauphin Street.

7. Myers does hereby agree to indemnify and hold Graf, its members, agents, employees, representatives and successors, harmless from and against all claims, liabilities and expenses, including reasonable attorney's fees, relating to accidents, personal injuries, loss or damage of or to any personal property arising from the construction, use or maintenance of the access roadway until such time as the access roadways are used, repaired, or maintained by others.

8. Until and unless an expressed dedication is made of the property located within the access roadway easement, no use hereunder shall be deemed to constitute such area as a public right-of-way; but to the contrary, such area shall constitute and remain private drives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 31st day of March, 2017.

GRAF DAIRY, LLC

By: 

Emil Graf

Its: Manager

Robert Fonde Myers
Robert Fonde Myers

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and State, hereby certify that **Emil Graf**, whose name as Manger of **Graf Dairy, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 31st day of March, 2017.

Sharon S. Hatis
NOTARY PUBLIC

My Commission Expires: 1/27/20

[AFFIX SEAL]

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County and State, hereby certify that **Robert Fonde Myers**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 31 day of March, 2017.

Brenda G. Patrick
NOTARY PUBLIC

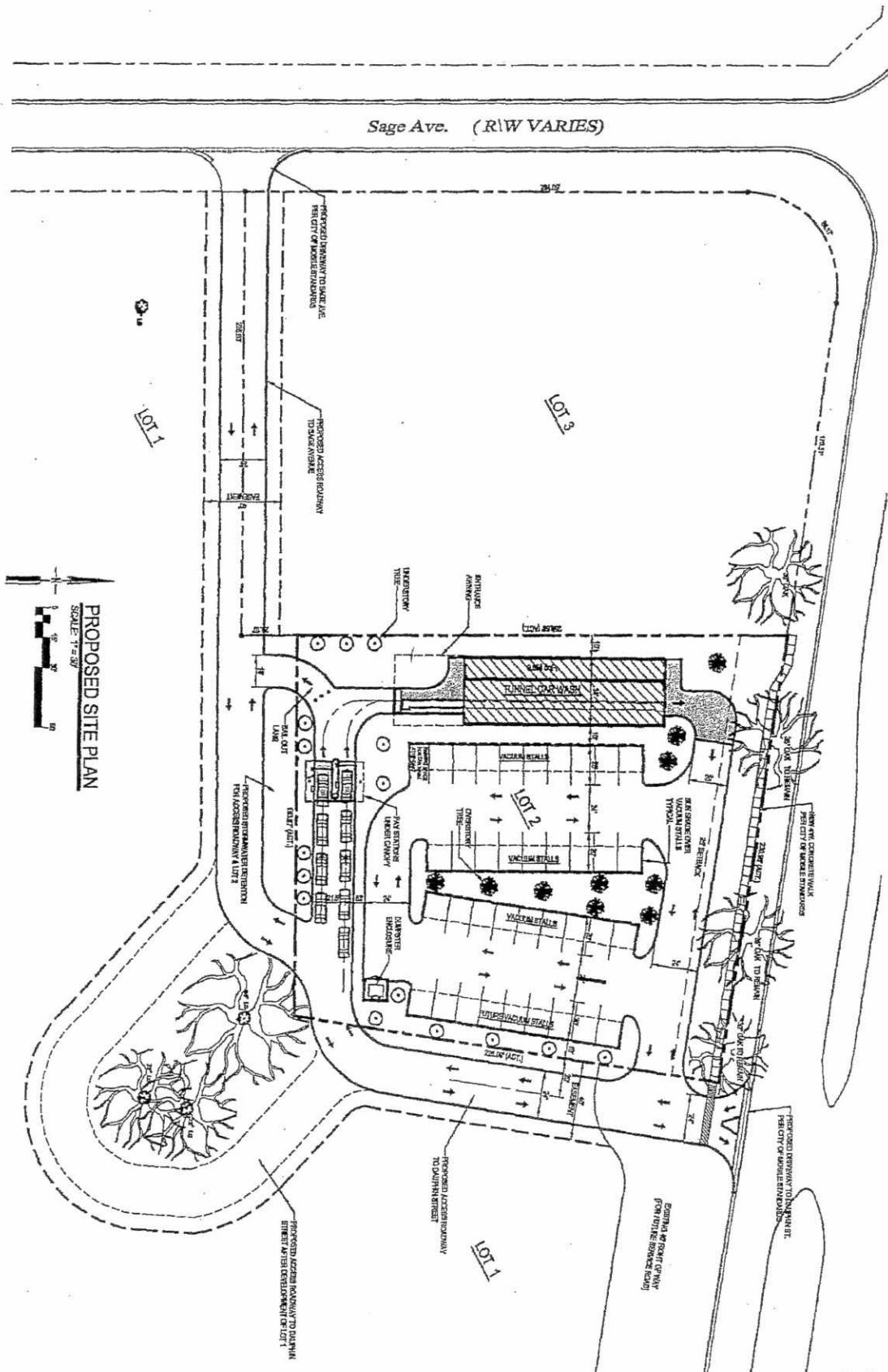
[AFFIX SEAL]

My Commission



BREND A. PATRICK
Notary Public
Alabama State at Large
My Commission Expires August 20, 2017

This instrument prepared by:
Whitney Bank
228 St. Charles Avenue Suite 305
New Orleans, La. 70130



PROPOSED SITE PLAN
SCALE: 1" = 30'

NOV 18 3:02PM

2007016709 Book-6141 Page-1702
Total Number of Pages: 7

STATE OF ALABAMA)

COUNTY OF MOBILE)

23.50
915.00
938.50
19.00
948.50
2.00
950.50

State of Alabama-Mobile County
I certify this instrument was filed on:
March 7, 2007 @ 4:38:50 PM

DEED TAX	\$915.00
S.R. FEE	\$2.00
SURCHARGE	\$10.00
RECORDING FEES	\$23.50
TOTAL AMOUNT	\$950.50

2007016709
Don Davis, Judge of Probate

QUIT CLAIM DEED

FOR AND IN CONSIDERATION, of the price and sum of TEN and no/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **GEORGE E. GRAF, MARILYNN G. SULLIVAN, EMIL T. GRAF, III, LEONNA G. GLENN, CURTIS M. GRAF, MARIE L. GRAF FAMILY LIMITED PARTNERSHIP, and THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP,** hereinafter collectively called the GRANTORS, do hereby remise, release, convey and quit claim unto **GRAF DAIRY, L.L.C.**, of 637 Tudor Lane, Mobile, Alabama 36608, hereinafter called the GRANTEE, all of their right, title and interest acquired in that certain deed recorded at Real Property Book 4781, Pages 851- et seq. in the records of the Office of the Judge of Probate of Mobile County, Alabama in and to all that real property situated in the County of Mobile, State of Alabama and described as follows:

Beginning at the Southwest corner of Blacksher Downs, as per plat recorded in Map Book 6, Page 91 of the Probate Court Records, Mobile County, Alabama, run S 89° 22' 19" W 768.85 feet to a point on the East right of way line of Sage Avenue run 00° 28' 22" W 2012.64 feet to a point; thence continuing along said East right of way line of Sage Avenue run N 52° 03' 46" E 57.74 feet to a point on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street run S 81° 44' E 762.17 feet to a point; thence run S 08° 30' 59" W 143.42 feet to a point; thence run S 81° 36' 40" E 220.29 feet to point on the West boundary of Second Addition to Mary Emil Place, as per plat recorded in Map Book 13, Page 57 of the Probate Court Records, Mobile County, Alabama; thence along said West boundary of Second Addition to Mary Emil Place run S 01° 00' 48" E 482.05 feet to a point on the North boundary of Laurando Subdivision, as per plat recorded in Map Book 6, Pages

572-573 of the Probate Court Records, Mobile County, Alabama; thence along said North boundary of Laurando Subdivision run N 81° 50' 49" W 232.15 feet to the Northwest corner of said Laurando Subdivision; thence along the West boundary of said Laurando Subdivision and the West boundary of the aforementioned Blacksher Downs run S 00° 26' 50" E 1307.03 feet to the point of beginning. Less and except the following described property: Commencing at the Southwest corner of Second Addition to Mary Emil Place, as per plat recorded in Map Book 13, Page 57 of the Probate Court Records, Mobile County, Alabama, run N 01° 00' 48" W along the West boundary of said Second Addition to Mary Emil Place, a distance of 258.06 feet to a point; thence run N 83° 12' 08" W 453.9 feet to the point of beginning of the property herein described; thence run N 84° 48' 09" W 142.5 feet to a point; thence run N 07° 16' 53" E 196.43 feet to a point; thence run S. 81° 44' E 109.18 feet to a point; thence run S 03° 05' 50" E 145.28 feet to the point of beginning. Containing 37.2164 Acres.

This property does not constitute any of the GRANTORS' homestead for the purposes of Alabama law.

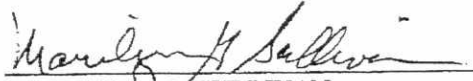
TOGETHER WITH ALL AND SINGULAR the rights, tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining thereto.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, according to the terms, forever.


IN WITNESS WHEREOF, these presents have been executed on this the 18th day of

May, 2006.

George E. Graf
GEORGE E. GRAF

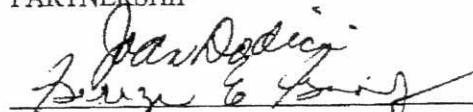

MARILYNN G. SULLIVAN


EMIL T. GRAF, III



LEONNA G. GLENN


CURTIS M. GRAF

MARIE L. GRAF FAMILY LIMITED
PARTNERSHIP


By:

GEORGE K. GRAF FAMILY LIMITED
PARTNERSHIP


By: Joan Dodici
As Power of Attorney for George K. Graf
As its General Partner


By: Joan Dodici
As President of GKG, Inc.
As its General Partner

NOV 18 3:00PM

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that GEORGE E. GRAF, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 2006.

Judith E. Thames
NOTARY PUBLIC MY COMMISSION EXPIRES APRIL 20, 2009
My commission expires _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that MARILYNN G. SULLIVAN, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of May, 2006.

Brandy Taylor Come
NOTARY PUBLIC My Commission Expires 05/17/09
My commission expires _____

STATE OF ALABAMA)

NOV 1 '18 3:00PM

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that EMIL T. GRAF, III, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of May, 2006.

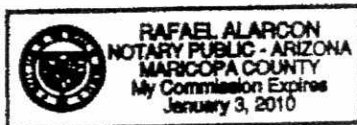
Judith C. Thomas
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES APRIL 20, 2009

~~STATE OF ALABAMA)~~
~~COUNTY OF MOBILE)~~
ARIZONA
MAHICOPA

I, the undersigned Notary Public in and for said County and said State, hereby certify that LEONNA G. GLENN, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of May, 2006.



Rafael Alarcon
NOTARY PUBLIC
My commission expires 3 JANUARY 2010

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that CURTIS M. GRAF, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 2006.

Brandy McCall

NOTARY PUBLIC

My commission expires _____ My Commission Expires 05/17/09

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici + George E. Graf, whose name as _____ of THE MARIE L. GRAF FAMILY LIMITED PARTNERSHIP 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, _____ as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 10th day of May, 2006.

Judith C. Chames

NOTARY PUBLIC

My Commission Expires: _____ MY COMMISSION EXPIRES APRIL 20, 2009

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici, as Power of Attorney for George K. Graf, whose name as General Partner of THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP 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, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 4th day of May, 2006.

Brenda Joyner Cove
 NOTARY PUBLIC
 My Commission Expires: 5/17/09

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici, as President of GKG, Inc., whose name as General Partner of THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP 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, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 4th day of May, 2006.

Brenda Joyner Cove
 NOTARY PUBLIC
 My Commission Expires: 5/17/09

This Instrument Prepared By:

Bradley R. Sanders, Jr., Esq.
 Lyons, Pipes & Cook, P.C.
 P.O. Box 2727
 Mobile, AL 36652
 Phone: 251-432-4481

[illegible]



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 29, 2018

Clark, Geer, Latham & Associates, Inc.
3901 Spring Hill Avenue
Mobile, AL 36608

Re: **2955 & 2989 Dauphin Street**
(Southeast corner of Dauphin Street and South Sage Avenue).
Council District 1
PUD-000449-2018
Robert Myers

NOV 1 '18 3:00PM

Dear Applicant(s)/ Property Owner(s):

At its meeting on May 17, 2018, the Planning Commission considered a Planned Unit Development Approval for an application to allow shared access between two lots.

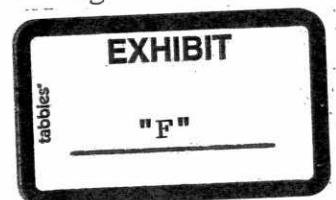
After discussion, the Planning Commission the Commission determined the following findings of fact:

1. In 2008, the subject property was zoned R-1. The owner applied for a rezoning, a PUD, and a re-subdivision. The application indicated that Lot 2 — the lot that is the subject of the current PUD application — would be used for a Bank.
2. Notices of Public Hearing before the Planning Commission were then sent to adjacent property owners residing within 300 feet of the subject property. Those notices were as follows:
 - (a) February 22, 2008 letter. This letter references a "Rezoning from R-1, Single-Family Residential, to B-2, Neighborhood Business, to allow a bank, drug store, and unspecified commercial uses."

This letter also stated:

It should be noted, however, that any use permitted in the zoning district would be allowed at this location if the zoning is changed. Furthermore, the Planning

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827



Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Finally, the letter stated:

While your presence is not required, this notice is to advise you of the meeting so that you may attend; and if you wish, present your views concerning this application to the Planning Commission.

(b). April 8, 2008 letter.

The public hearing that had been scheduled for March 20, 2008, which was the subject of the February 22 letter, was heldover to May 15, 2008. This second letter provided notice of that May 15 public hearing. This letter references a "Rezoning from R-1, Single-Family Residential, to B-2, Neighborhood Business, to allow a bank, drug store, and LB-2, Limited-Neighborhood Business, to allow unspecified commercial uses."

The letter also stated:

While your presence is not required, this notice is to advise you of the meeting so that you may attend; and if you wish, present your views concerning this application to the Planning Commission.

3. Agenda for the Commission's May 15, 2008, meeting indicated that the rezoning from R-1 to B-2 was "to allow a bank and drug store." At the meeting, the Commission approved the re-subdivision, approved the PUD, and approved the rezoning. The rezoning was subject to the following condition:

- 2) limited to an approved PUD, as may be required to be amended.

4. When the rezoning reached the City Council, a public hearing was scheduled for July 22, 2008. Notices were sent to adjacent property owners which stated:

Mobile City Council on Tuesday, July 22, 2008, at 10:30 a.m., the Mobile Government Plaza Auditorium, 205 Government Street, will consider the application of Graf Dairy to rezone property located at the southeast corner of Dauphin Street and South Sage Avenue, extending to the west terminus of Hilburn Drive, from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, to allow a bank and drug store, and rezoning from R-1, Single-Family Residential District, to LB-2, Limited Neighborhood Business, for unspecified commercial uses.

Our records indicate that you own property in this vicinity. This notice is being sent to you as a courtesy to notify you of this pending rezoning so that you might be present to speak in favor of or against this application, if you so desire. Please note that this application will not rezone your property.

Robert Myers PUD
May 29, 2018

NOV 1 '18 3:01PM

For further information, please call my office at (251) 208-7414.

5. The subject property was rezoned from R-1 to B-2 by the City Council pursuant to the adoption of Ordinance 64 - 049 at its meeting on July 22, 2008. The Ordinance conditioned the rezoning on several conditions, including "2) limited to an approved PUD, as may be required to be amended."
6. The notice requirements established by State law (the required legal advertising) and by City ordinance (the mailing of notice to owners of property within a 300 foot radius of the subject property) are mandatory and strict compliance is required.
7. The letter notifications sent to adjacent property owners in 2008 provided notification that the subject property was to be rezoned R-1 to B-2 "to allow a bank and drug store." The only uses discussed in the application and in the notices that were mailed were "a bank and drug store," and consequently the notices did not alert adjacent property owners who might have opposed other uses permitted in a B-2 zone, such as a car wash.
8. Sufficient compliant notice was provided that the rezoning from R-1 to B-2 was "to allow a bank and drug store." The rezoning to B-2 thus permitted the property to be used for "a bank and drug store," and the rezoning is limited to those specific uses.
9. The use as a car wash is not allowed by the rezoning Ordinance, # 64-049.

Based on these findings, the Commission denied this request for Planned Unit Development approval.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____

Margaret Pappas

Deputy Director of Planning and Zoning

cc: Casey Pipes
Robert Myers



CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY CLERK

July 2, 2018

Robert Myers
3511 Irene Street
Mobile, AL 36608

Dear Appellant:

The Mobile City Council on Tuesday, June 19, 2018, considered your appeal of the Mobile City Planning Commission's denial of your Planned Unit Development application to allow shared access between two lots located at 2955 and 2989 Dauphin Street (southeast corner of Dauphin Street and South Sage Avenue).

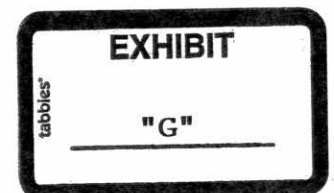
After review and consideration, the Council denied the appeal and upheld the decision of the Planning Commission.

Sincerely,

Lisa C. Lambert
City Clerk

cc Wanda Cochran, Council Attorney
Build Mobile
Casey Pipes, Helmsing, Leach, Herlong, Newman & Rouse, PC, P. O. Box 2767
(36652)

NOV1 '18 3:01PM





5160®

Easy Peel® Address Labels
Bend along line to expose Pop-up Edge®Go to avery.com/templates |
Use Avery Template 5160 |

PierPont, Ltd.
Post Office Box 16315
Mobile, AL 36616

Marie L. Graf Family Limited
c/o Cummings & White Spinner
P O DRAWER 16227
MOBILE AL 36616-227

Joan Dodici
Trustee Mary Ann Graf Emerson
12 Maury Drive
Mobile, AL 36606-2430

City of Mobile
Office of City Clerk
Post Office Box 1827
Mobile, AL 36633

Graf Dairy, LLC
1 Moulton Place
Mobile, AL 36608

George E. Graf Sr. (1/6th Int.)
c/o Thomson Reuters
Post Office Box 2609
Carlsbad, CA 92018

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Robert Myers
3511 Irene Street
Mobile, AL 36608

NOV1 '18 3:01PM

