

BOARD OF ZONING ADJUSTMENT
STAFF REPORT

Date: December 3, 2018

<u>CASE NUMBER</u>	6223
<u>APPLICANT NAME</u>	Robert Myers
<u>VARIANCE REQUEST</u>	ADMINISTRATIVE APPEAL: of a staff issued letter stating that the property was zoned B-2, Neighborhood Business District to allow a drugstore or a bank
<u>ZONING</u>	B-2, Neighborhood Business for a drug store or bank
<u>AREA OF PROPERTY</u>	1.17 Acres
<u>CITY COUNCIL DISTRICT</u>	Council District 1
<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 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).
<u>ANALYSIS</u>	The applicant has filed an administrative appeal of a staff issued letter stating that the property was zoned B-2, Neighborhood Business District to allow a drug store or bank.

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 is below, and the exhibits are included at the end of this report. The applicant states:

On September 10, 2018 Mr. Myers, through his counsel, delivered a letter to the zoning official for the City of Mobile requesting the current zoning district classification for his property at 2989 Dauphin Street (Lot 2 Graf Dairy Subdivision) and the permissible uses allowed on the property based on its current zoning and land use approvals (Ex. "A"). On October 1, 2018, Margaret Pappas, Deputy Director for Planning and Zoning, City of Mobile, responded, stating that, subject to certain conditions, the property was "zoned B-2 to allow a bank and drug store." (Ex. "B") On October 4, 2018, Mr. Myers' counsel responded, stating that he understood this letter to mean that a bank or drug store were the only permitted uses on the parcel under the current zoning and requested a written response within ten days of the date of the letter if his understanding was incorrect (Ex. "C"). Ms. Pappas has not responded to Mr. Myers' counsel's letter of October 4, 2018. This appeal is filed within 30 days of Ms. Pappas' letter of October 1.

Mr. Myers appeals Ms. Pappas' interpretation of the applicable Zoning Ordinance No. 64-049, which changed 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. The Ordinance, in fact, expressly stated 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. "D")(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. "E"). Ms. Pappas' reading of the Ordinance, as limiting the use of the property to either a bank or a drug store, is thus inconsistent with the express terms of the Ordinance and the published zoning map of the City.

By its own actions in 2016, the Planning Commission of the City of Mobile has publicly interpreted the Ordinance as permitting uses other than a bank or drug store on Lot 2. 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. See Affidavit of Rob Myers attached hereto as Exhibit "F" (and "Ex. 1" thereto). 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.

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

Subsequent to the approval of the PUD application, Mr. Myers closed on the purchase of Lot 2 (Ex. 5 to Ex. "F").

Ms. Pappas' interpretation of the Ordinance is presumably based upon a Letter of Decision issued by the Planning Commission on May 17, 2018, in which it denied a second request by Mr. Myers for PUD approval to use the property as a carwash (the earlier PUD approval having expired after construction had not commenced within a year of that approval)(Ex. "G"). This Decision concluded that the letter notifications sent to adjacent property owners in 2008, before Ordinance 60. 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. "G," 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, the rezoning was limited to the specific uses of a bank or drug store (Ex. "G," 8). On appeal, on June 19, 2018, the City Council affirmed this denial of the PUD application (Ex. "H").

This interpretation of Ordinance No. 64-049 is erroneous. It is, first of all, inconsistent with the terms of the Ordinance itself, which expressly authorize any use of the property that is permitted in a B-2 district. Secondly, it is inconsistent with the terms of the Ordinance as proposed and published to the general public in a newspaper of general circulation. The proposed Ordinance contained precisely the same terms as were contained in the Ordinance as adopted, as reflected in the minutes of June 24, 2008, of the City Council of June 24, 2008, approving a resolution to publish the proposed Ordinance (Ex. "I") and in the minutes of the City Council on July 22, 2008, adopting the Ordinance (Ex. "J"). Thirdly, it is inconsistent with the manner in which the Ordinance has been interpreted and applied by the City itself, as discussed above. The public, generally, and Mr. Myers, specifically, has relied upon the terms of that

Ordinance, as published and applied, over the course of the last ten years. The property is shown on the zoning map as classified B-2 without further restriction. If municipalities, or zoning officials, could effect an alteration of the clear and unambiguous terms of published ordinances, years after they have been adopted and published, by unearthing potentially misleading letters to certain property owners concerning the nature and terms of the proposed ordinance, this would create great havoc in the stability of the law and the ordinances upon which the public must generally rely.

Finally, the City of Mobile and the Planning Commission are now estopped, at this late date, from interpreting the Ordinance to permit only a bank or drug store on Lot 2. Mr. Myers purchased, Lot 2 for \$675,000, only after reviewing the zoning map reflecting that the property was zoned B-2 without further restriction, after discussing his planned use of the property as a carwash with numerous City officials, and only after being given approval by the Planning Commission to construct a carwash on the Lot as to which no appeal was filed. The City is also estopped from denying the validity of its own acts, including the adoption of Ordinance No. 64-049, and its express terms, on the basis of any alleged procedural irregularities in the publication of the terms of the proposed Ordinance. Not only Mr. Myers, but the public at large, has relied for more than ten years upon the published terms of this Ordinance.

The Planning Commission's interpretation of the Ordinance, as adopted by Ms. Pappas, relies upon certain language in certain letters to surrounding property owners in 2008 that the Commission claimed did not sufficiently alert those owners to the fact that the zoning changes would allow for uses in the B-2 district other than a bank or drug store. Even if the language of these letters were relevant to the interpretation of the Ordinance (and they are not), when these letters are read together with the newspaper publication of the proposed Ordinance, they do not demonstrate that the public generally, or these surrounding property owners specifically, could reasonably have been misled about the terms of the Ordinance. The first letter, dated February 22, 2008, made reference to a rezoning of the southeast corner of Dauphin Street and Sage Avenue "from R-2, Single Family Residential, to B-2, Neighborhood Business, to allow a bank, drug store, and unspecified commercial uses," and indicated in the body of the letter that "any use permitted in the proposed zoning district would be allowed at this location if the zoning is changed." (Ex. "K")(emphasis added). A subsequent letter of April 8, 2008, again broadly referenced 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 text of that letter simply referred to the application "to allow revision of the zoning to include areas of B-2, Neighborhood Business, and LB-2, Limited Neighborhood Business." (Ex. "L"). Both of these letters gave notice of the place and time of the hearing before the Planning Commission and invited attendance at the hearing to present views about the proposed zoning changes. Finally, on June 26, 2008, following Planning Commission approval, the City Clerk for the City of Mobile sent a letter to surrounding property owners indicating a hearing on July 22, 2008 to consider the application to rezone the property at the southeast

corner of Dauphin Street and Sage Avenue "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 district, for unspecified commercial uses." (Ex. "M"). The letter did not further describe which portions of the property would be for "unspecified" commercial lots and which for a bank or drug store. In any event, the subsequent terms of the published, proposed Ordinance should have dispelled any confusion created by the foregoing letters as to what would be a permitted use on the rezoned property. That published, proposed ordinance informed the public that Lot 2, Graf Dairy Subdivision, would be rezoned to B-2 and that it would thereafter "be lawful to construct on the property any structures permitted" in the Zoning Ordinance and "to use said premises for any use permitted by the terms of said Ordinance in B-2 Neighborhood Business District...." The terms of the Ordinance, as finally adopted, was identical to what had been proposed and published.

That the public, including surrounding property owners, has not been misled as to permitted uses on Lot 2 is further substantiated by the 2016 PUD application to use the property as a carwash, an application that surrounding property owners would have been informed about, pursuant to law, and an application to which they voiced no objections. It was processed and approved as a valid, permitted use on the property.

Ms. Pappas' interpretation of Ordinance No. 64-049 is also inconsistent with the manner in which other, similar rezoning ordinances have been interpreted and applied by the City. The manner in which the 2008 PUD application was published to surrounding property owners, describing the contemplated uses for which the property would be rezoned, was no different from the manner in which the City has consistently published PUD rezoning applications to surrounding property owners. The rezoning ordinances, as adopted, have never restricted uses, otherwise permitted in the rezoned districts, to those "contemplated uses" described in the PUD application. If Ms. Pappas' interpretation of the rezoning ordinance in this case is correct, then numerous other rezoning ordinances should be similar interpreted and have not been so.

In summary, Mr. Myers submits that Ms. Pappas' interpretation of the Ordinance is incorrect and that this Board should issue a decision that Ordinance No. 64-049 permits any use on Mr. Myers' property that is a permitted use within a B-2 district.

This appeal, as stated by the applicant above, illustrates that this application is actually an appeal of the Planning Commission's decision of May 17, 2018 and the City Council upholding the appeal thereof on June 19, 2018. In Exhibit G, the Planning Commission's Letter of Decision lists nine findings of fact; finding #8 states "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." As illustrated in Exhibit H, on June 19, 2018,

the City Council upheld the decision of the Planning Commission. Finding #8 leaves no room for “staff interpretation” as it specifically states, “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.” The Board of Zoning Adjustment has no authority to review the decision of the Mobile City Council.

As the City Council has acted on the Planning Commission’s decision, the appeal is to the courts, not the Board of Zoning Adjustment. Additionally, the decision regarding the use restriction of the site for a drug store or bank was duly provided by the Planning Commission in their letter of decision, and the City Council, both of which were sent to the applicant. For the Board to have authority to hear an appeal, per the Rules of the Board of Zoning Adjustment, the appeal must be filed within 30 days of the decision. The final decision was rendered by the City Council at their June 19th, meeting; this appeal was filed on October 30, 2018, four months after the City Council’s decision.

The Zoning Ordinance states that no variance shall be granted where economics are the basis for the application; and, unless the Board is presented with sufficient evidence to find that the variance will not be contrary to the public interest, and that special conditions exist such that a literal enforcement of the Ordinance will result in an unnecessary hardship. The Ordinance also states that a variance should not be approved unless the spirit and intent of the Ordinance is observed and substantial justice done to the applicant and the surrounding neighborhood.

Variances are not intended to be granted frequently. The applicant must clearly show the Board that the request is due to very unusual characteristics of the property and that it satisfies the variance standards. What constitutes unnecessary hardship and substantial justice is a matter to be determined from the facts and circumstances of each application.

RECOMMENDATION: Based on the preceding, staff recommends that the Board consider all relevant facts prior to making a decision regarding the appeal.

LOCATOR MAP



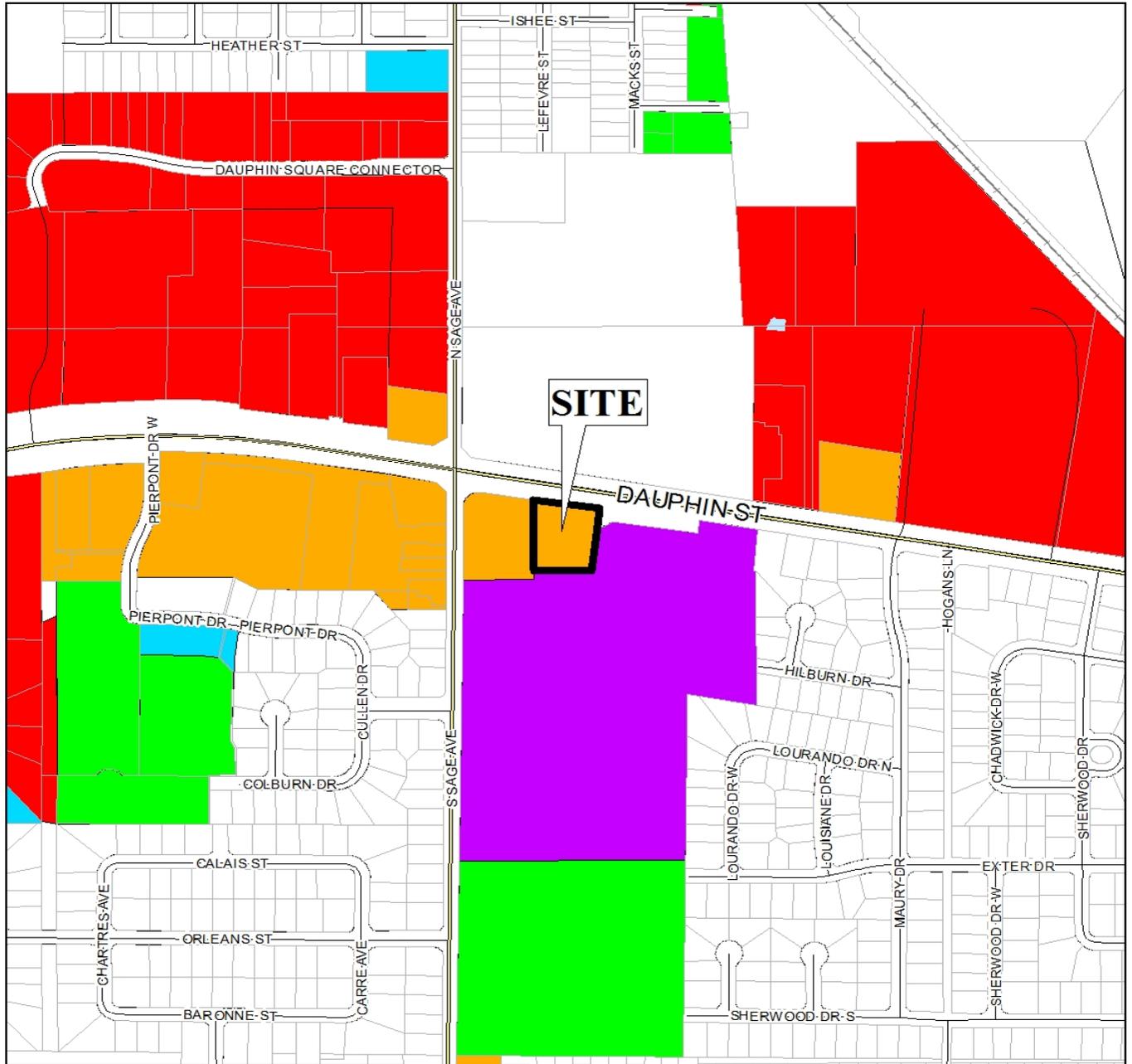
APPLICATION NUMBER 6223 DATE December 3, 2018

APPLICANT Robert Myers

REQUEST Administrative Appeal



LOCATOR ZONING MAP



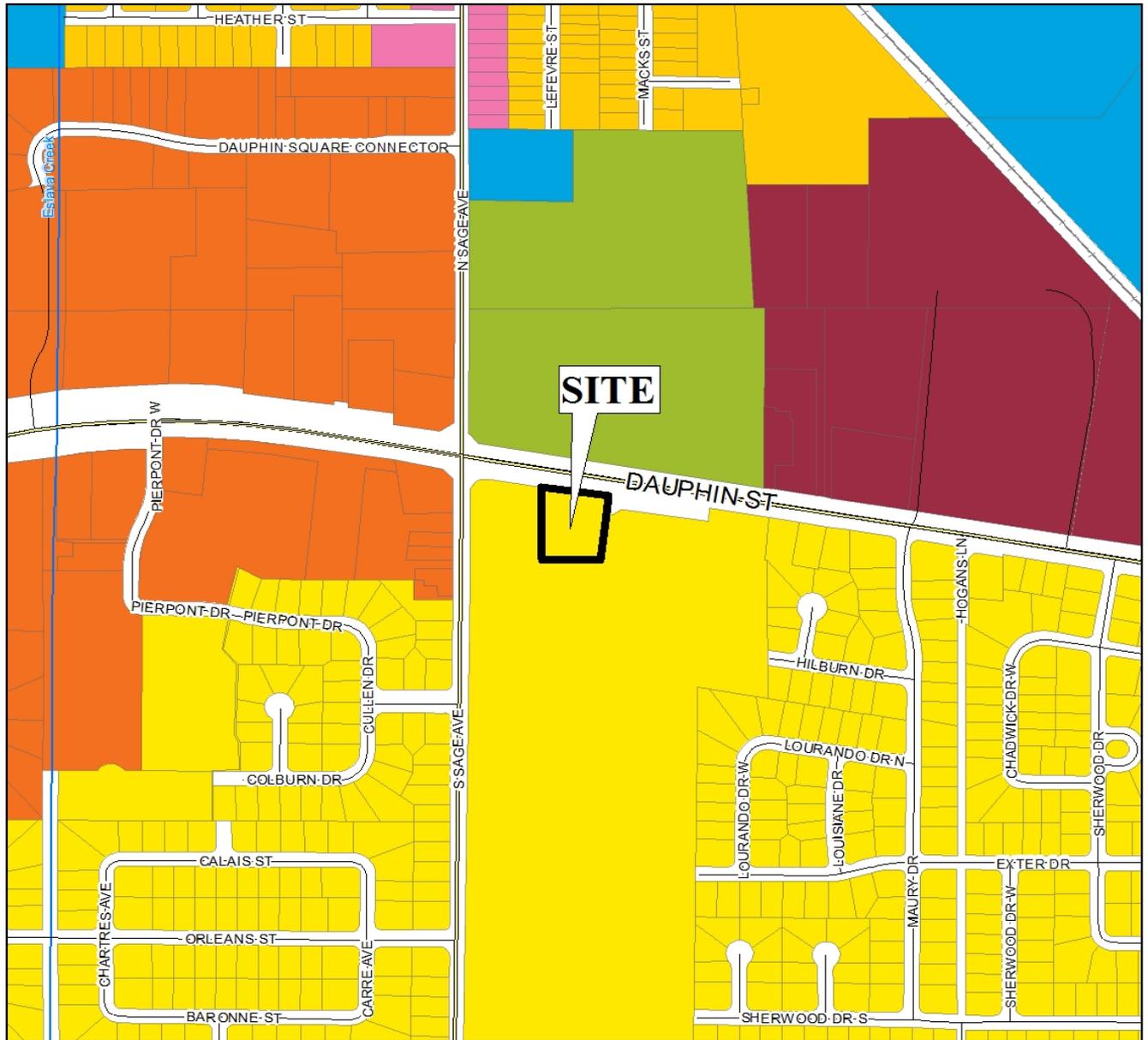
APPLICATION NUMBER 6223 DATE December 3, 2018

APPLICANT Robert Myers

REQUEST Administrative Appeal



FLUM LOCATOR MAP



APPLICATION NUMBER 6223 DATE December 3, 2018

APPLICANT Robert Myers

REQUEST Administrative Appeal

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| 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 | |



BOARD OF ADJUSTMENT VICINITY MAP - EXISTING AERIAL

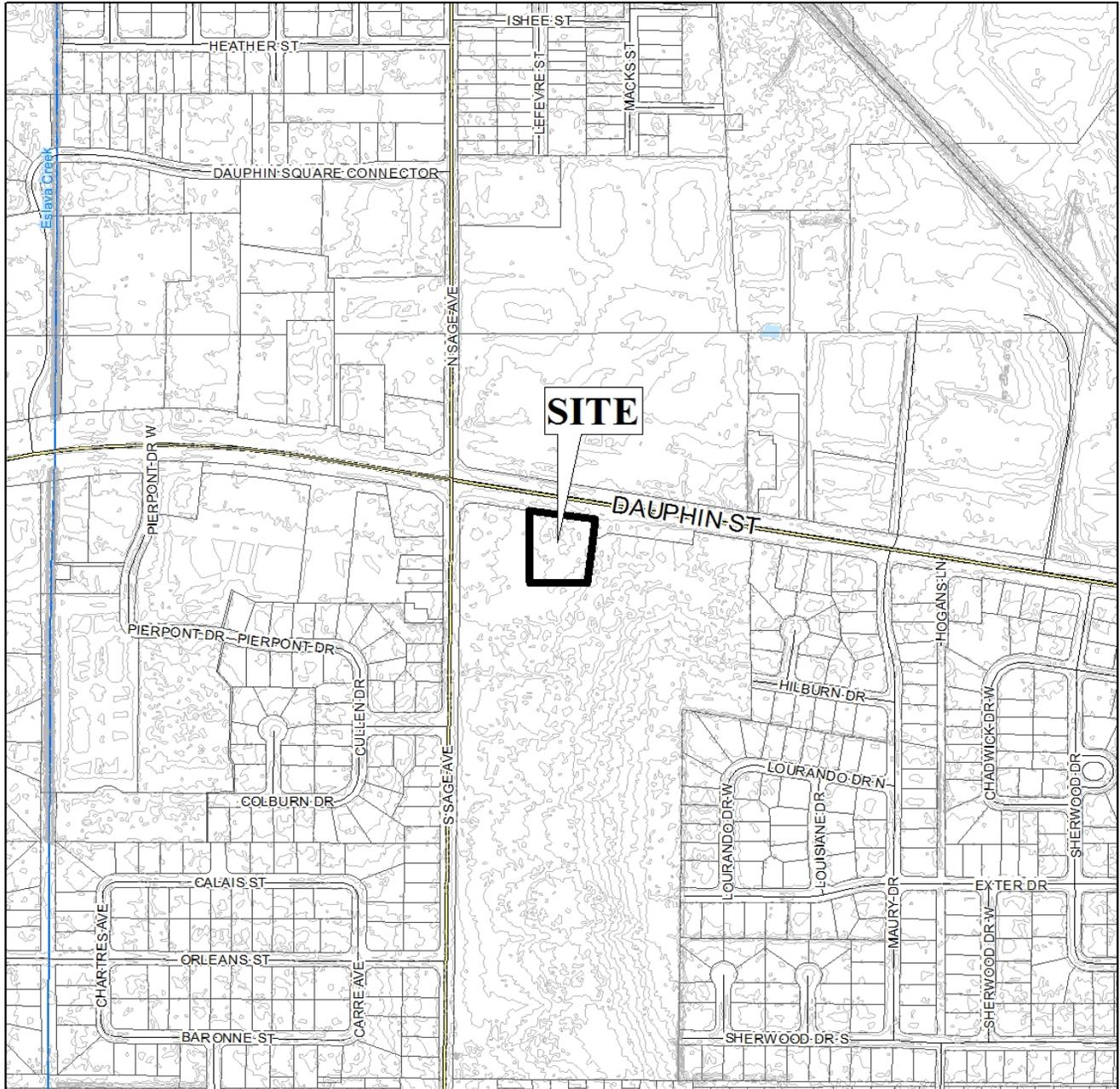


The site is surrounded by commercial units to the west and a park to the north.

APPLICATION NUMBER	6223	DATE	December 3, 2018
APPLICANT	Robert Myers		
REQUEST	Administrative Appeal		



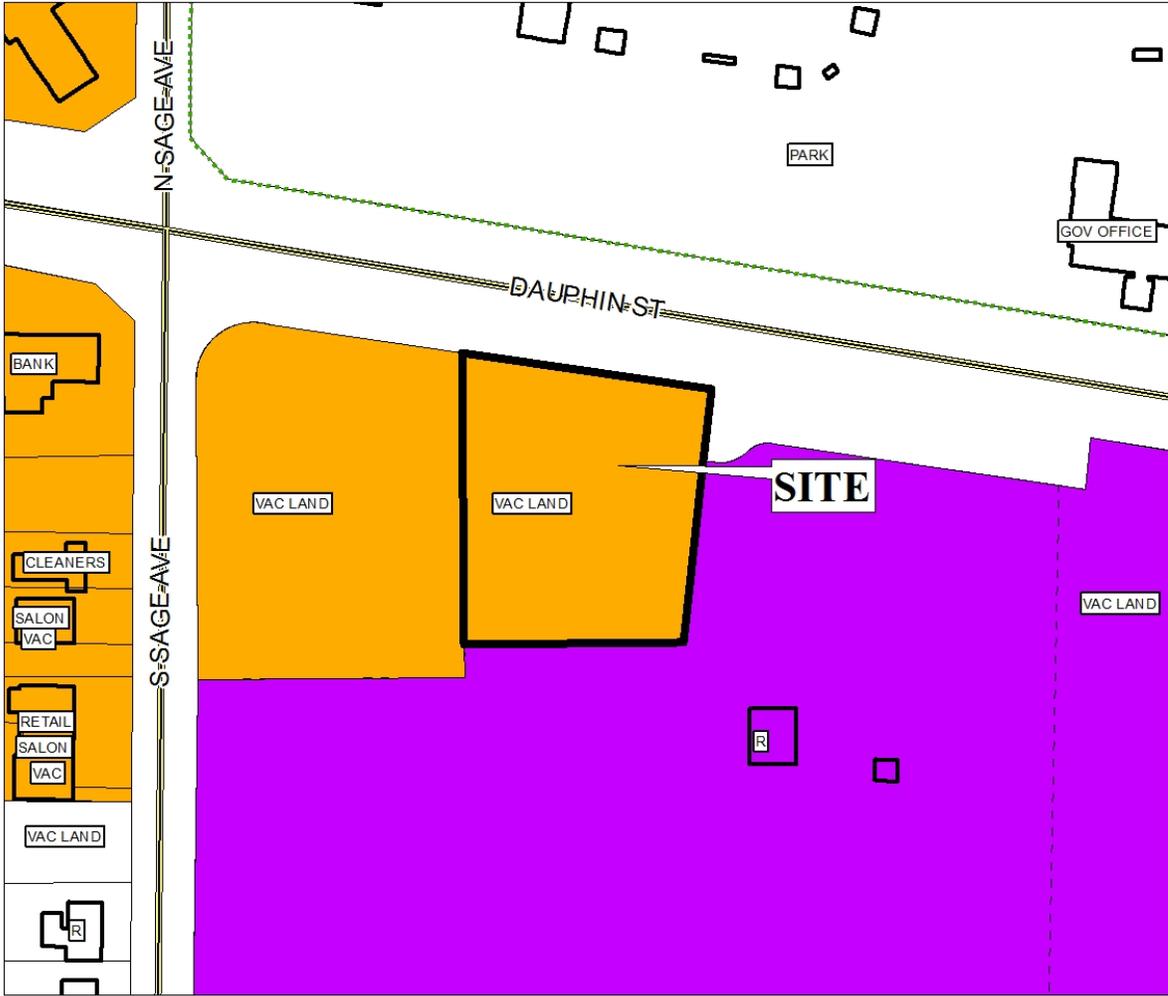
ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6223 DATE December 3, 2018
APPLICANT Robert Myers
REQUEST Administrative Appeal



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 6223 DATE December 3, 2018

APPLICANT Robert Myers

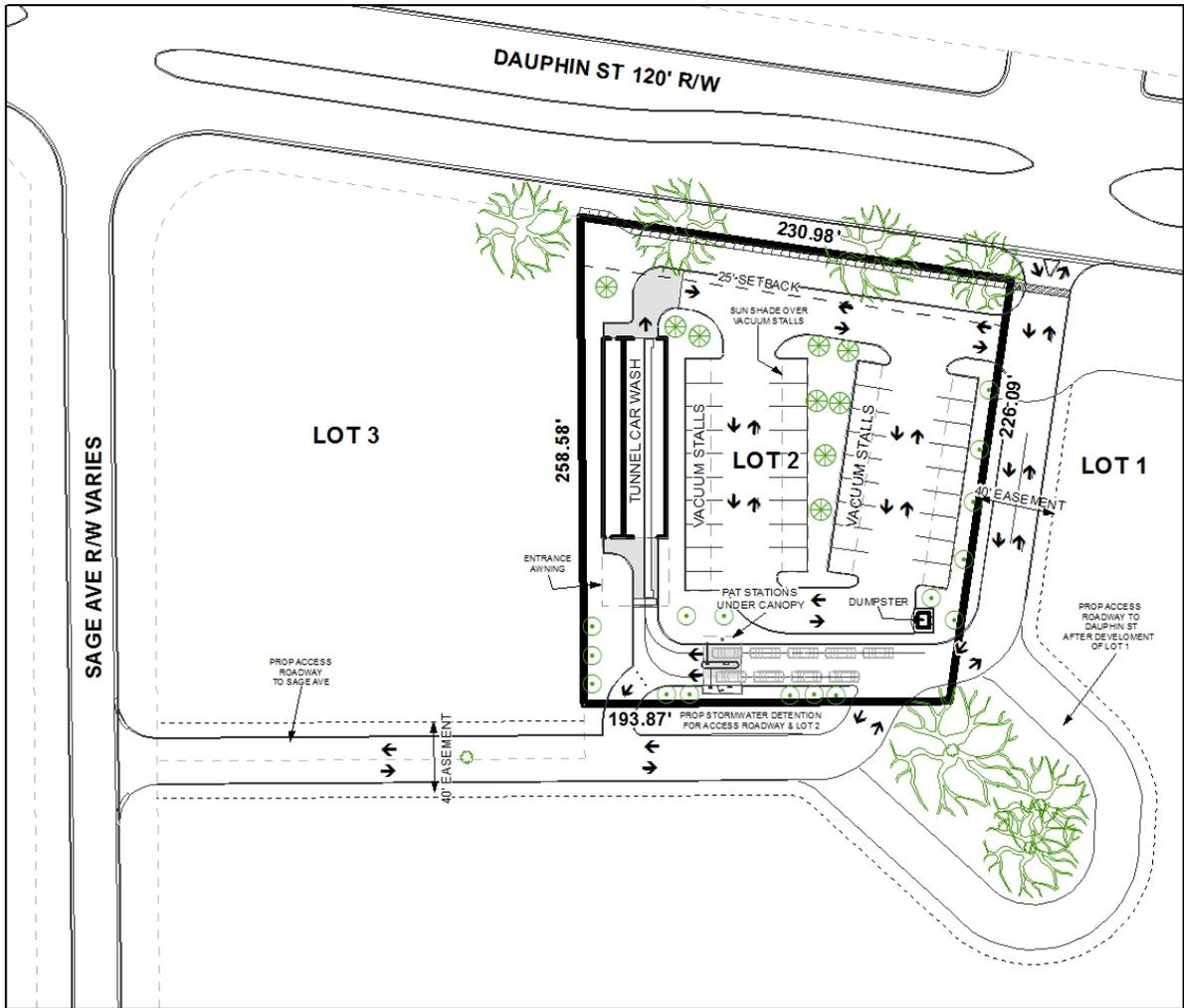
REQUEST Administrative Appeal

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



NTS

SITE PLAN



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

APPLICATION NUMBER 6223 DATE December 3, 2018

APPLICANT Robert Myers

REQUEST Administrative Appeal





**HELMSING
LEACH**
ATTORNEYS AT LAW

CASEY PIPES
Direct Dial: 251-434-0881
E-Mail: jcp@helmsinglaw.com

OCT30 '18 3:05PM

September 10, 2018

VIA EMAIL (zoning@cityofmobile.org) and HAND DELIVERY
City of Mobile
Zoning Official
Government Plaza Building
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

**RE: 2989 Dauphin Street
Parcel# 29-08-19-1-001-013.002
Lot 2 Graf Dairy Subdivision**

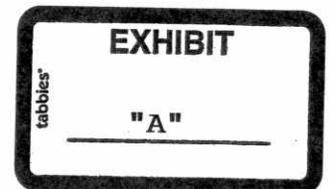
Dear City of Mobile Zoning Official:

I represent Robert F. Myers who is the owner of the above referenced property. Please respond in writing as to the City of Mobile's current zoning district classification for the subject property and the permissible uses which are allowed on the subject property based on its current zoning and land use approvals. Please let me know if you need any further information in order to process this request.

Yours very truly,


CASEY PIPES

JCP/mcn
cc: Robert Myers
Wanda Cochran (via email)



Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

October 1, 2018



OCT30 '18 3:05PM

Casey Pipes
Helmsing, Leach, Herlong, Newman & Rouse, PC
PO Box 2767
Mobile, AL 36652

Re: Lot 2 Graf Dairy Subdivision

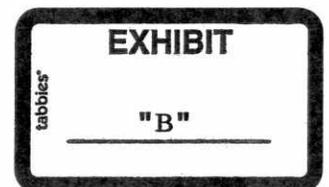
Mr. Pipes,

In 2008, the property referenced above was zoned B-2 to allow a bank and drug store, subject to the following conditions:

1. Completion of the subdivision process (recording of the final plat) prior to completion of the rezoning process;
2. Limited an approved PUD, as may be required to be amended;
3. Must comply with the requirements of the 2008 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 Sections 508.4.1. of the 2003 IFC. Dead ends shall comply with Table D105.1 of the 2003 IFC; and
4. Full compliance with all municipal codes and ordinances.

Sincerely,

Margaret Pappas
Deputy Director, Planning and Zoning
Build Mobile





**HELMSING
LEACH**
ATTORNEYS AT LAW

J. Casey Pipes
Direct Dial: (251) 434-0881
jcp@helmsinglaw.com

OCT30 '18 3:05PM

October 4, 2018

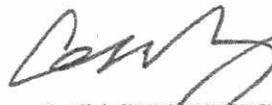
Margaret Pappas, Deputy Director
Planning and Zoning, City of Mobile
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

**RE: 2989 Dauphin Street
Parcel# 29-08-19-1-001-013.002
Lot 2 Graf Dairy Subdivision**

Dear Ms. Pappas:

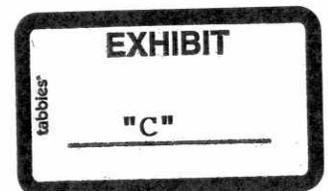
I am receipt of your letter of October 1, 2018 in response to our request for the present zoning district classification of the above referenced parcel and the allowable uses on the same. You state that, subject to certain conditions, the property was “zoned B-2 to allow a bank and drug store.” I interpret this to mean that a bank or drug store are the only permitted uses on the parcel under the current zoning. If, in fact, my reading of your letter is incorrect, please let me know in writing within ten days of the date of this letter. Otherwise, my client will proceed in reliance upon this understanding of the terms of your letter.

Yours very truly,



J. CASEY PIPES

JCP/mcn



Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

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.

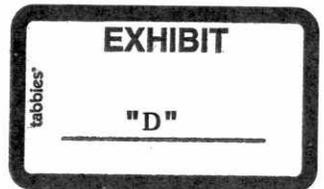
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

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

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

OCT 30 10 38 06 AM



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.

LOTS 1 & 5 R-1 TO LB-2

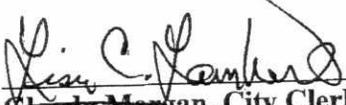
COMMENCING AT THE SOUTHWEST CORNER OF BLACKSHER DOWNS, AS PER PLAT RECORDED IN MAP BOOK 6, PAGE 91 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WEST BOUNDARY OF SAID BLACKSHER DOWNS AND ALONG THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 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.

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.

OCT 30 '18 3:06PM

Parcel Information

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 Mobil

XY (NAD83 State Plane Al West 102 Ft):

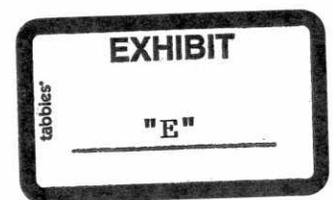
X: 1775663.4036458335

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.

OCT30 '18 3:06PM



AFFIDAVIT OF ROBERT MYERS

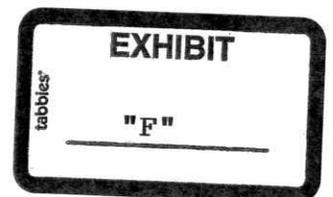
OCT 30 '18 3:07PM

STATE OF ALABAMA

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.

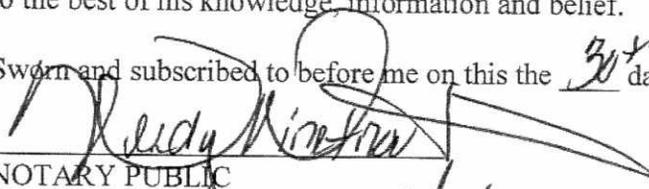
FURTHER AFFIANT SAYETH NOT.


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

WENDY WINETROUT
Notary Public
Alabama State at Large
My Commission Expires May 10, 2022

1:00

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AGREEMENT TO PURCHASE AND SELL
ALABAMA REAL ESTATE

Whitney Bank
BRK KRW

THIS PURCHASE AGREEMENT (the "Agreement") is entered into by and between Hancock Bank of Ala ("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.

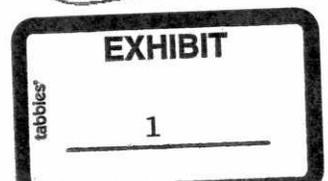
If checked / /, the deed will include the restrictions on the use of the Property described in the addendum attached to this Agreement.

(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

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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)~~ ^{(BR) Zam} 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

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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 able 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.

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(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~~ ~~Purchaser~~. The cost of any inspections, the cost of the survey, the title commitment and title policy shall be paid by ~~Seller~~ ~~Purchaser~~ to the extent such costs were not paid by Purchaser prior to Closing.

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~~Seller~~
Purchaser
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(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 \$xxxxxx~~ 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.

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(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

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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@myersoillco.com

With a copy to:

Mr. Bradford Ladd

3664 Dauphin Street

Mobile, AL 36608

Email: bladd@robertsbrotherscorp.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,

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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.

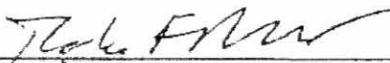
14. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Seller and Purchaser. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. Except for the Seller's broker's 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.

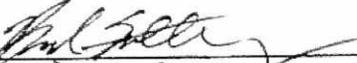
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. This provision shall apply to this Agreement and is expressly incorporated by reference herein into any and all amendments, endorsements, addenda, or modifications to this Agreement.

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: 
Name: ROBERT F. MYERS
Title: President
Phone: 251-902-3127

**AGREED AND ACCEPTED:
SELLER**

By: 
Name: Brent Stillwagon
Title: Assistant Vice President
Phone: _____

SAGE AVENUE 50' R/W

197.85

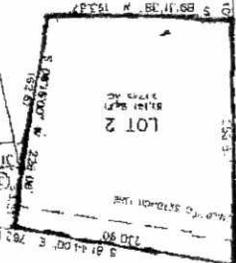
002027' W 201.84'

10' OVERHEAD POWER LINE

259.17' E 700.17'

LOT 1

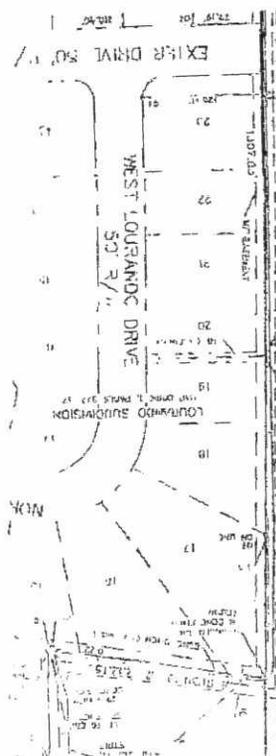
Handwritten note: 2/13/21



LOT 3

DAUPHIN STREET R/W VARIES

EXHIBIT A



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.

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

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 _____

[Signature]
6/14/16

SELLER _____ 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**

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

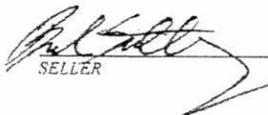
If applicable:

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:


SELLER 8-22-16
DATE

SELLER _____
DATE


PURCHASER 8/19/16
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.

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] 11-21-16
SELLER DATE

[Signature] 11/17/16
PURCHASER DATE

SELLER 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

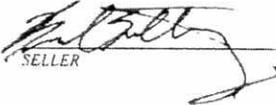
IN THE EVENT ANY PROVISIONS OF THE ADDENDUM CONFLICTS IN WHOLE OR IN ANY PART WITH
THE TERMS OF THE CONTRACT, THE PROVISIONS OF THE ADDENDUM WILL CONTROL.

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.

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

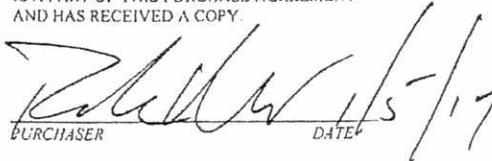
SELLER ACKNOWLEDGES THAT HE HAS
READ THIS ENTIRE ADDENDUM WHICH
IS A PART OF THIS PURCHASE AGREEMENT
AND HAS RECEIVED A COPY.

ACCEPTED BY:


SELLER _____ DATE 1-5-17

SELLER _____ DATE _____

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


PURCHASER _____ DATE 1/5/17

PURCHASER _____ DATE _____

ROBERTS BROTHERS
COMMERCIAL & PROPERTY MANAGEMENT, INC.

PURCHASE AGREEMENT
ADDENDUM

DATE: 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:

0 Dauphin St. (Lot 2 Graf Dairy)

Between Purchaser Robert Myers and/or assigns

And Seller Whitney Bank

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

Purchaser agrees to deposit an additional ~~\$5,000~~ ^{\$10,000} 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

BY SELLER: _____ (Agent) (Print Name) (Signature) (Date) (Address) (City, State, Zip) (Phone) (Fax) (E-mail) (Firm Name) (Firm Address) (Firm City, State, Zip) (Firm Phone) (Firm Fax) (Firm E-mail)

BUYER KNOWS AND AGREES 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

[Signature] 1-31-17
DATE

[Signature] 1/31/17
DATE

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.

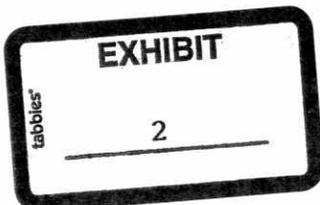
Type of Application and Fees:

- | | | |
|--|--|---|
| <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 36686
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 19, PL 111
- Attach a copy of the legal description and parcel number of the property in question. 2022908191001013.0
(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.

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: 9/12/10 APPLICANT'S SIGNATURE: 

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

AREA OF PROPERTY 1 Lot/ 1.7 ± Acres

CONTEMPLATED USE Planned Unit Development Approval to allow shared access between three lots.

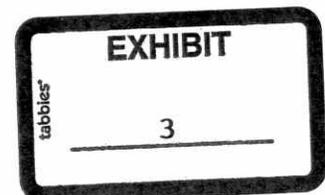
TIME SCHEDULE FOR DEVELOPMENT None given.

ENGINEERING COMMENTS

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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.



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.

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

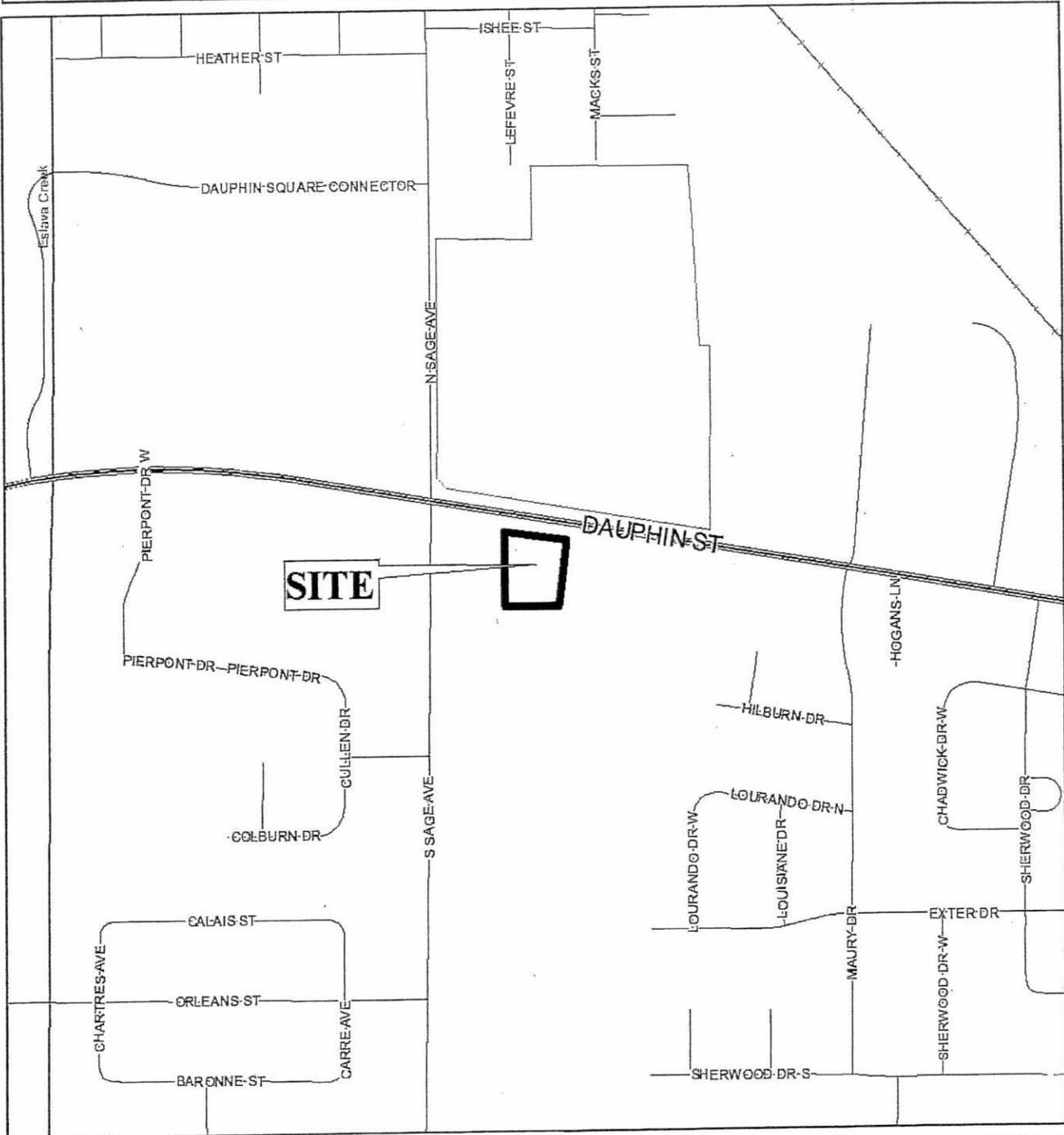
Planned Unit Development: The application is recommended for approval, subject to the following conditions:

- 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.

LOCATOR MAP



APPLICATION NUMBER 15 DATE October 20, 2016

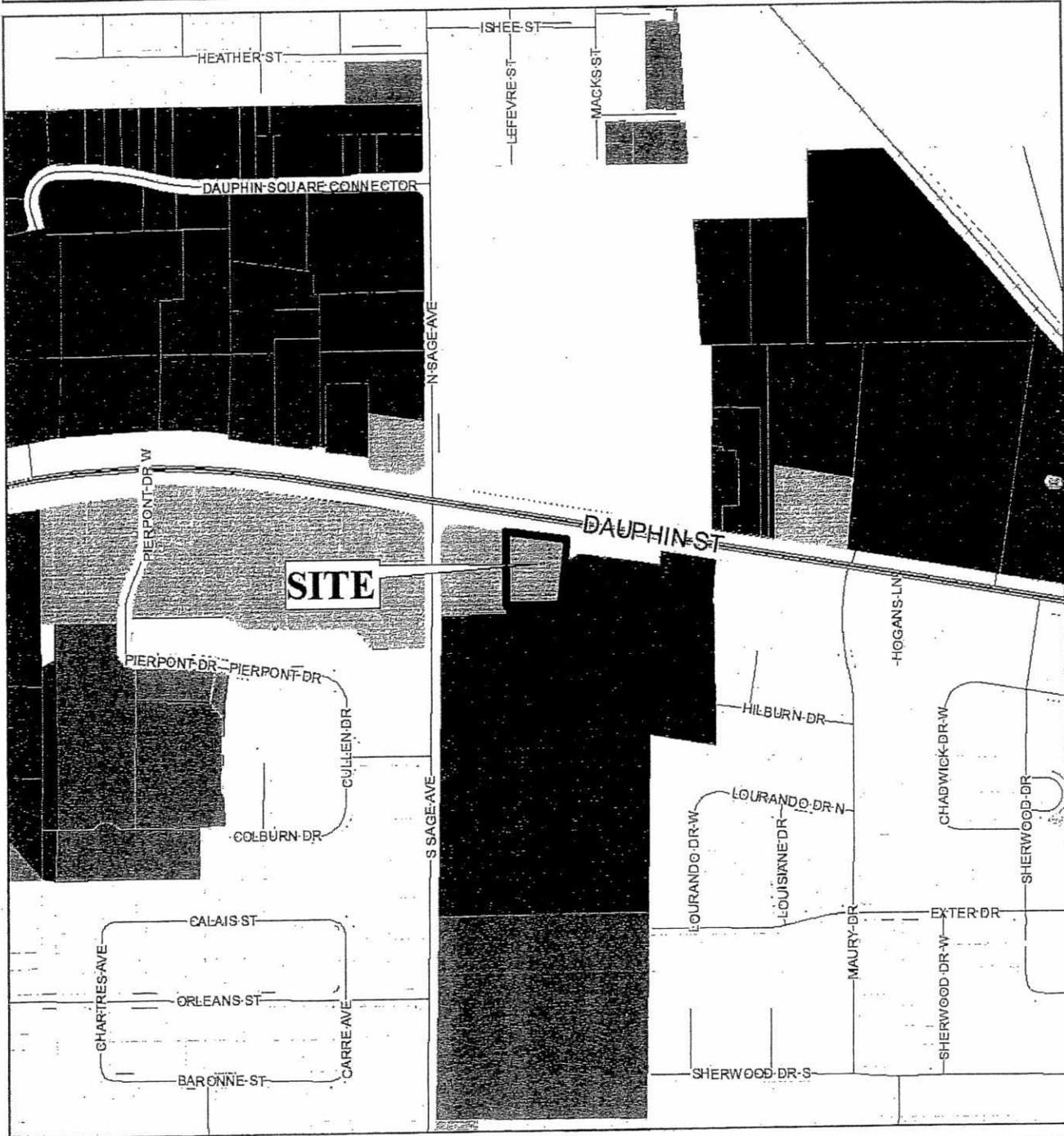
APPLICANT Robert Myers

REQUEST Planned Unit Development



NTS

LOCATOR ZONING MAP



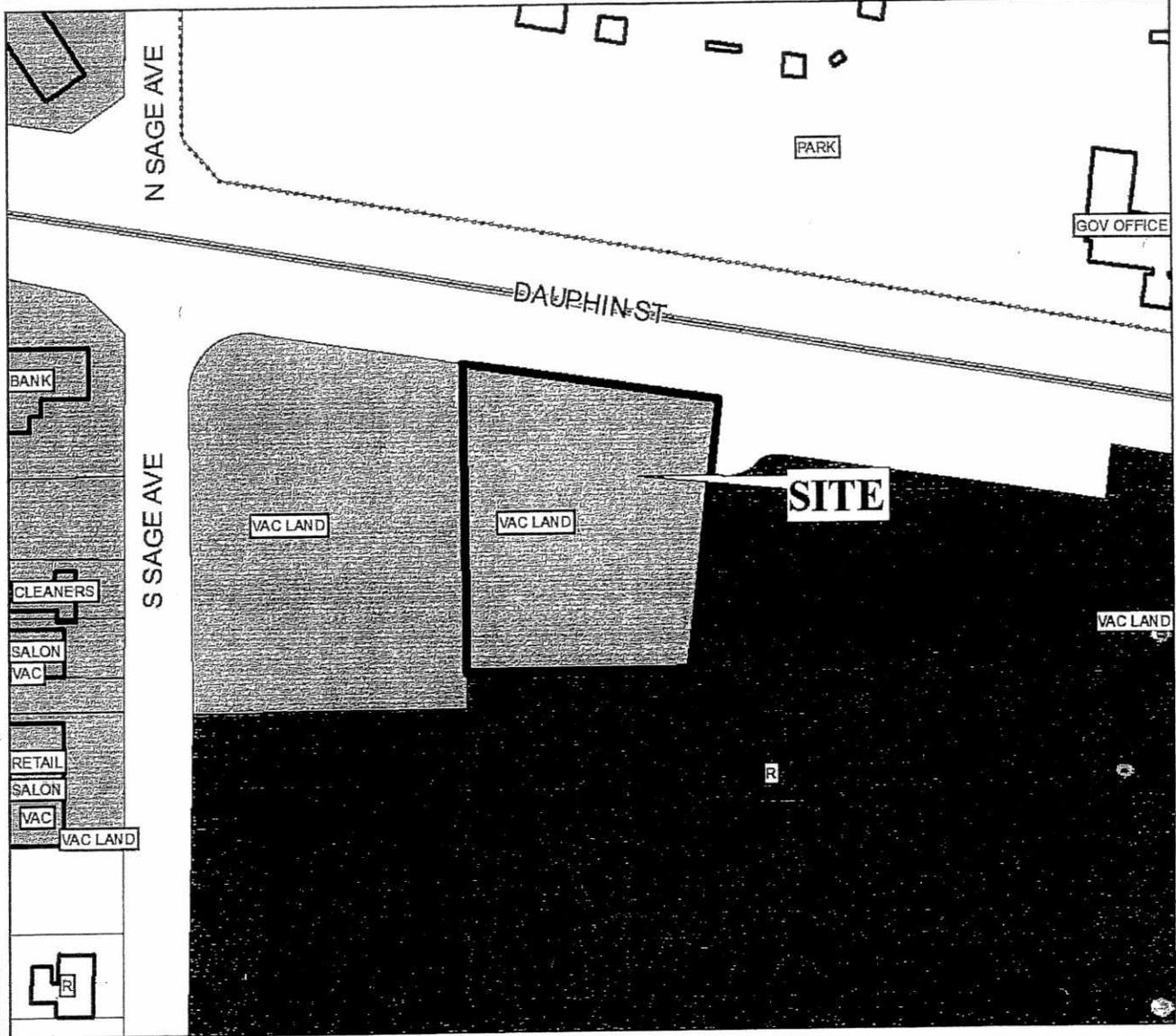
APPLICATION NUMBER 15 DATE October 20, 2016

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

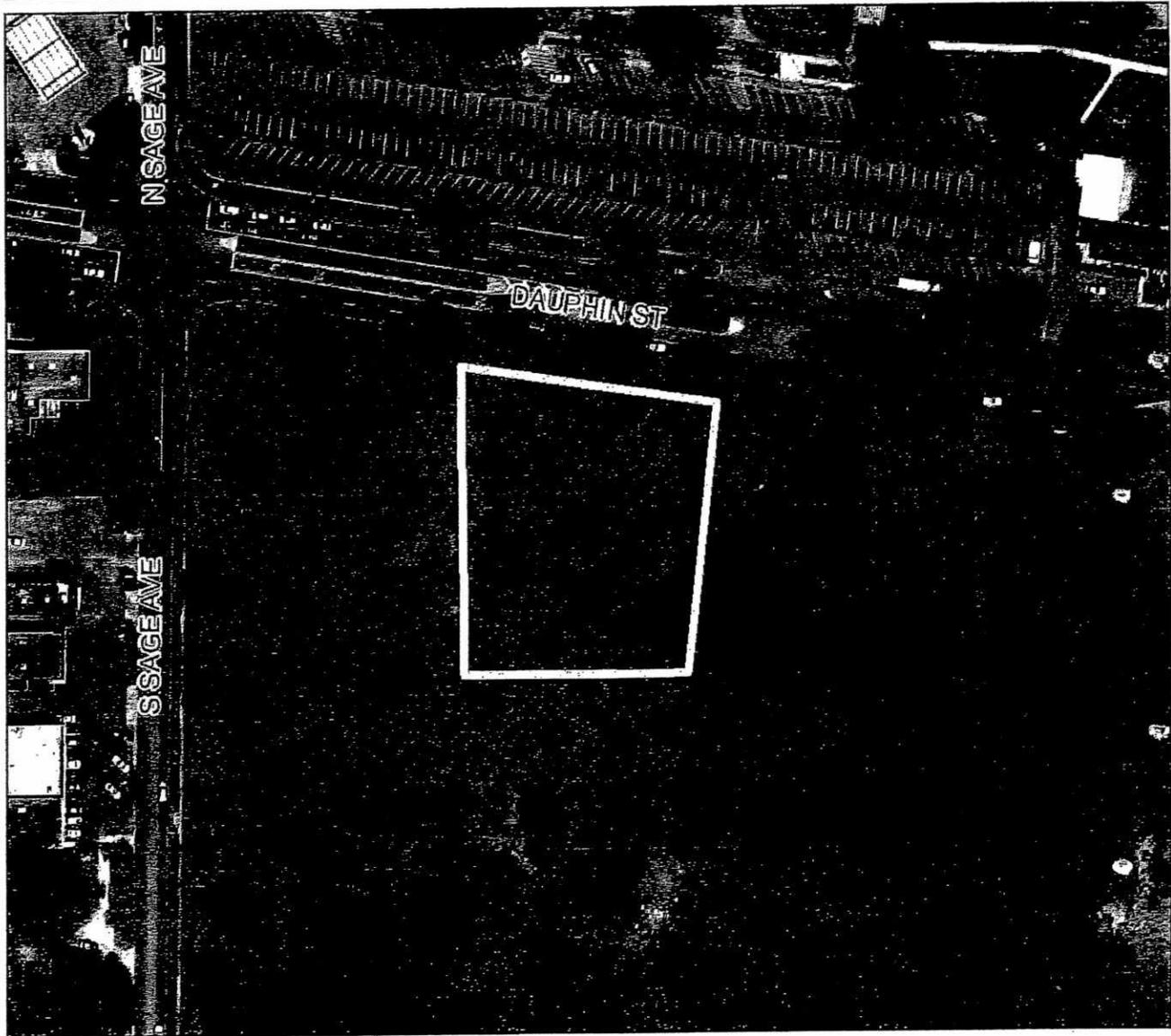
APPLICANT Robert Myers

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

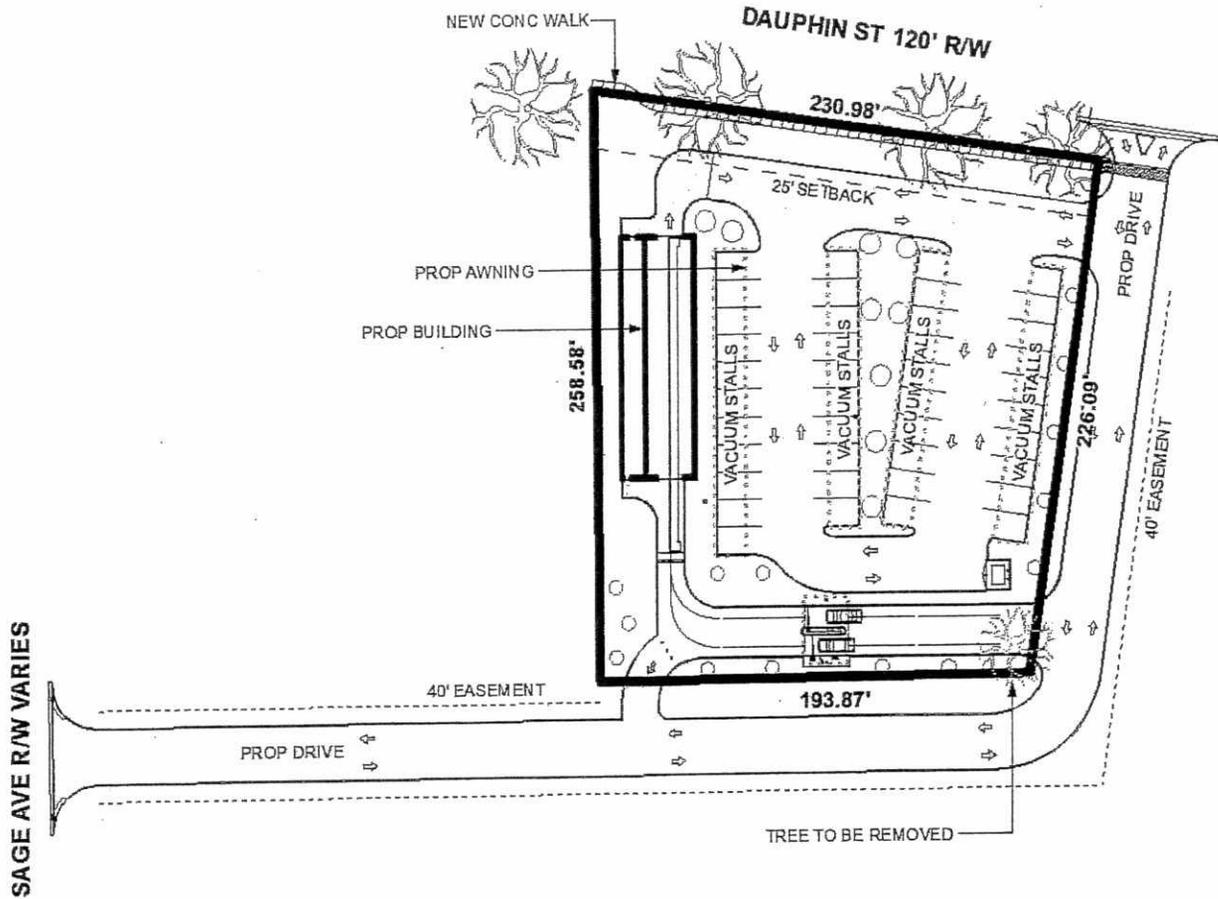


The site is surrounded by commercial units to the west, residential units to the south, and a park is located to the north.

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





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

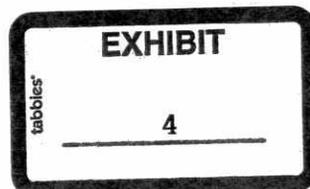
Dear Applicant(s)/ Property Owner(s):

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

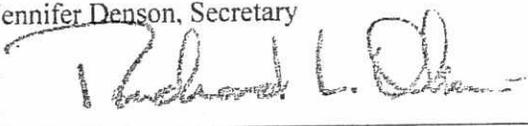
If you have any questions regarding this action, please call this office at 251-208-5895.

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

A. Settlement Statement

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 514424	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			

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 Myers	E. 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 Daley, Lot 2, Mobile County 8 Dauphin Street Mobile, AL	H. 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 36608	I. Settlement Date 3/31/2017 Fund:
--	--	--

J. Summary of Borrower's Transaction **K. Summary of Seller's Transaction**

100. Gross Amount Due from Borrower	400. Gross Amount Due to Seller
101. Contract Sales Price	401. Contract Sales Price
102. Personal Property	402. Personal Property
103. Settlement Charges to borrower	403.
104.	404.
105.	405.

Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes 03/31/17 to 09/30/17	\$531.86	406. City property taxes 03/31/17 to 09/30/17	\$531.86
107. County property taxes		407. County property taxes	
108. Assessment Taxes		408. Assessment Taxes	
109. School property taxes		409. School property taxes	
110. HOA Dues		410. HOA Dues	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	

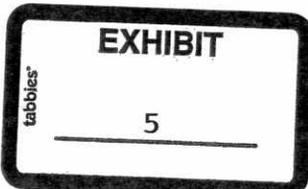
120. Gross Amount Due From Borrower	\$677,810.36	420. Gross Amount Due to Seller	\$675,531.86
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	\$22,500.00	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$41,650.00
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of First Mortgage to Loan	
205.		505. Payoff of Second Mortgage to Loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	

Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes 10/01/16 to 03/31/17	\$4,222.84	511. County property taxes 10/01/16 to 03/31/17	\$4,222.84
212. Assessment Taxes		512. Assessment Taxes	
213. School property taxes		513. School property taxes	
214. HOA Dues		514. HOA Dues	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

220. Total Paid By/For Borrower	\$26,722.84	520. Total Reduction Amount Due Seller	\$45,872.84
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$677,810.36	601. Gross Amount due to seller (line 420)	\$675,531.86
302. Less amounts paid by/for borrower (line 220)	\$26,722.84	602. Less reductions in amt. due seller (line 520)	\$45,872.84
303. Cash From Borrower	\$651,087.52	603. Cash To Seller	\$629,659.02

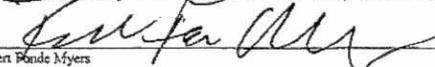
Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each 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.

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.



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
701. \$40,500.00 to Roberts Brothers CPA (less \$22500.00 earnest money)				Settlement	Settlement
702.				\$0.00	\$40,500.00
703. Commission Paid at Settlement					
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 numbers:)					
1108. Title insurance to Surety Land Title, Inc.				\$1,050.00	\$1,050.00
(includes above items numbers:)					
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.


 Robert Bonde Myers

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


 By

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.

 3/31/17
 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.

OCT 30 10 30 05 PM

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.

OCT30 '18 3:06PM



MOBILE AL 36608

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

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.

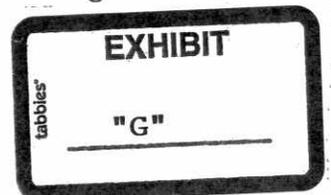
After discussion, the Planning Commission the Commission determined the following findings of fact:

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



Robert Myers PUD
May 29, 2018

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

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)

EXHIBIT

"H"

MINUTES OF JUNE 24, 2008

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

CALL FOR PUBLIC HEARING TO REZONE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF DAUPHIN STREET AND SOUTH SAGE AVENUE, EXTENDING TO THE TERMINUS OF HILBURN DRIVE, FROM R-1 TO B-2 AND LB-2 (DISTRICT 1) (APPLICANT: GRAF DAIRY, LLC). The following resolution was introduced by Councilmember Gregory.
RESOLUTION 41-313-2008

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish the attached proposed amendment to the Zoning Ordinance at least once a week for two consecutive weeks in a newspaper of general circulation within the municipality, together with the attached notice stating the time and place that said proposed amendment is, to be considered by the City Council, and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of such amendment.

NOTICE OF HEARING ON PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the attached amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance." The adoption of such amendment will be considered by the City Council of Mobile in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama, on the 22nd day of July, 2008, at 10:30 a.m. At such time and place all persons who desire shall have an opportunity to be heard in opposition to, or in favor of the amendment. Furthermore, the City Council, at this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

This notice is published pursuant to a resolution of the City Council of Mobile adopted on the 24th day of June, 2008.

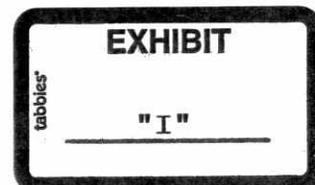
AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

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



MINUTES OF JUNE 24, 2008

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.

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

MINUTES OF JUNE 24, 2008

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.

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

The resolution was read by the City Clerk; and unanimous consent for its immediate consideration being granted, Councilmember Gregory moved its adoption, which motion was seconded by Councilmember Richardson, and the vote was as follows:

Ayes: Richardson, Carroll, Johnson, Williams, Hudson, Gregory, Copeland
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

ANNOUNCEMENTS:

Councilmember Johnson announced that the revised right-of-way ordinance has been received from Jim Rossler, Council attorney. Councilmember Johnson stated the Public Services Committee will meet Monday, July 21, 2008, at 12:00 noon to discuss the ordinance. He asked that a copy of the ordinance be provided to the utility companies.

Councilmember Williams thanked the citizens from Theodore who attended today's Council meeting.

Councilmember Gregory attended the Friends and Family gathering in Hillsdale last Sunday, June 22, 2008.

Councilmember Gregory reported she met with the Forest Hills Community Action Group last night to discuss a possible rezoning. She thanked Frank Palombo, Urban Development, for his assistance at the meeting.

MINUTES OF JUNE 24, 2008

Councilmember Hudson stated she will attend a grand opening preview party this evening for the Wal-Mart store opening at Cottage Hill and Hillcrest Roads in District 6.

Councilmember Hudson welcomed the Junior Miss contestants to Mobile.

Councilmember Richardson thanked the citizens who attended the Toulminville beat meeting last Thursday evening, June 19, 2008, and said he is looking forward to the community meeting at Forest Hills Elementary School next month.

The Council President assigned the Village of Spring Hill zoning overlay amendment to the Economic and Cultural Committee.

The Presiding Officer adjourned the meeting at 11:54 a.m.

Approved: July 22, 2008

COUNCIL PRESIDENT

CITY CLERK

MINUTES OF JULY 22, 2008

- (b) The Series 1998 Warrants are currently outstanding in the aggregate principal amount of \$33,789,704.55, and the City desires to refund all of the Series 1998 Warrants.
- (c) The City is not in default in the payment of principal of or interest on the Series 1998 Warrants or under the 1998 Ordinance.

Section 2. Call for Redemption of the 1998 Refunded Warrants.

Acting pursuant to the provisions of the Series 1998 Warrants and the 1998 Ordinance, the City does hereby elect to redeem and pay, and does hereby call for redemption and payment on August 29, 2008, the Series 1998 Warrants in the aggregate principal amount of \$32,492,333.90, the redemption of which shall be effected at a redemption price equal to 105% of the accreted principal amount of each Series 1998 Warrant so called for redemption plus accrued interest thereon to the date of redemption and will be called for redemption and prepaid from the Trust Fund no later than October 1, 2008.

Section 3. Provisions for Notice for the Refunded Warrants.

Regions Bank, Mobile, Alabama is hereby directed, in its capacity as paying agent for the Series 1998 Warrants, to cause written notice of such redemption and prepayment to be given in the manner and at the time prescribed in the 1998 Ordinance.

Section 4. Authorization.

The Mayor of the City and the City Clerk of the City are each hereby authorized and directed to take or cause to be taken, in the name and behalf of the City, all of the actions required by the provisions of the 1998 Ordinance under which the Series 1998 Warrants were issued to be taken in order to effect the redemption as of the Series 1998 Warrants as herein called for redemption.

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF ORDINANCES BEING INTRODUCED FOR FIRST TIME.

Councilmember Richardson moved for the suspension of the rules for the immediate consideration of Ordinances 64-048 and 64-049, which motion was seconded by Councilmember Hudson, and the vote was as follows:

Ayes: Richardson, Carroll, Johnson, Williams, Hudson, Gregory, Copeland
Nays: None

The Presiding Officer declared unanimous consent granted for all items.

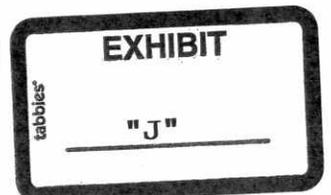
REZONE PROPERTY LOCATED ON THE EAST SIDE OF SOUTH SAGE AVENUE, 1/4 MILE+ SOUTH OF DAUPHIN STREET, EXTENDING TO THE WEST TERMINI OF EXTER DRIVE AND SOUTH SHERWOOD DRIVE, FROM R-1 TO R-3 (DISTRICT 1) (APPLICANT: GRAF DAIRY, LLC.). The following ordinance was introduced by Councilmember Richardson.

ORDINANCE 64-048-2008

AN ORDINANCE 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:



MINUTES OF JULY 22, 2008

BEGINNING 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° 30' 10" E 769.17 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 6, PAGES 572-573 OF THE AFORMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION AND ALONG THE WEST BOUNDARY OF THE AFORMENTIONED BLACKSHER DOWNS, RUN S 00° 26' 50" E 699.92 FEET TO THE POINT OF BEGINNING, CONTAINING 12.3778 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential District, to R-3, Multi-Family Residential 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 R-3, Multi-Family Residential 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 an R-3, Multi-Family Residential 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.

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

The ordinance was read by the Assistant City Clerk; and unanimous consent for its immediate consideration being granted, Councilmember Richardson moved its adoption, which motion was seconded by Councilmember Williams, and the vote was as follows:

Ayes: Richardson, Carroll, Johnson, Williams, Hudson, Gregory, Copeland
Nays: None

The vote was then announced by the Assistant City Clerk, whereupon the Presiding Officer declared the ordinance adopted.



CITY OF MOBILE

THE MOBILE CITY PLANNING COMMISSION

February 22, 2008

SAMUEL L. JONES
MAYOR

NOTICE OF PUBLIC HEARING

Re: **Case #ZON2008-00388 (Rezoning)**
Graf Dairy, LLC

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

Rezoning from R-1, Single-Family Residential, to B-2, Neighborhood Business, to allow a bank, drug store, and unspecified commercial uses.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 20, 2008, at 2:00 P.M.**, to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

It should be noted, however, that any use permitted in the proposed zoning district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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. Please note, this application will not rezone your property.

For additional information or assistance, please contact Caldwell Whistler at (251) 208-5895.

URBAN DEVELOPMENT DEPARTMENT

Please visit our website at
<http://www.cityofmobile.org/html/departments/urban/index.php>

To leave comments regarding Planning Commission applications please visit the Forms and Applications Section of the Urban Development Department website at:

<http://www.cityofmobile.org/html/departments/urban/forms.php>

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

OFFICE OF THE CITY COUNCIL COUNCIL MEMBERS

REGGIE COPELAND, SR.
PRESIDENT-DISTRICT 5

FREDRICK D. RICHARDSON, JR.
VICE PRESIDENT-DISTRICT 1

WILLIAM C. CARROLL, JR.
DISTRICT 2

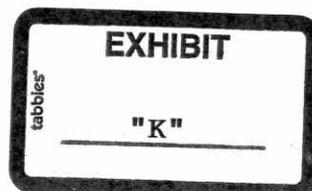
CLINTON L. JOHNSON
DISTRICT 3

JOHN C. WILLIAMS
DISTRICT 4

CONNIE HUDSON
DISTRICT 6

GINA GREGORY
DISTRICT 7

CITY CLERK
GLENDA A. MORGAN





CITY OF MOBILE

THE MOBILE CITY PLANNING COMMISSION

February 22, 2008

SAMUEL L. JONES
NOTICE OF PUBLIC HEARING

Re: Case #ZON2008-00388 (Rezoning)

Graf Dairy, LLC

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

Rezoning from R-1, Single-Family Residential, to B-2, Neighborhood Business, to allow a bank, drug store, and unspecified commercial uses.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 20, 2008, at 2:00 P.M.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile; Alabama.

It should be noted, however, that any use permitted in the proposed zoning district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by you for this property.

Your presence, or that of your agent, is required at this hearing. Please be prepared to present your application to the Commission and respond to any questions they might have.

For additional information or assistance, please contact Caldwell Whistler at (251) 208-5895.

URBAN DEVELOPMENT DEPARTMENT

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OFFICE OF THE CITY COUNCIL
COUNCIL MEMBERS

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CONNIE HUDSON
DISTRICT 6

GINA GREGORY
DISTRICT 7

CITY CLERK
GLENDA A. MORGAN



CITY OF MOBILE

THE MOBILE CITY PLANNING COMMISSION

April 8, 2008

SAMUEL L. JONES
MAYOR

NOTICE OF HOLDOVER

Re: Case #ZON2008-00388 (Rezoning)
Graf Dairy, LLC

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

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.

Dear Property Owner(s):

This letter is to advise adjacent property owners, that the above referenced application has been heldover from the Mobile City Planning Commission agenda of April 17, 2008, and will be heard at a Public Hearing on **Thursday, May 15, 2008, at 2:00 P.M.** to allow revision of the zoning to include areas of B-2, Neighborhood Business, and LB-2, Limited-Neighborhood Business.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

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. Please note, this application will not resubdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

For additional information or assistance, please contact Caldwell Whistler at (251) 208-5895.

URBAN DEVELOPMENT DEPARTMENT

Please visit our website at

<http://www.cityofmobile.org/html/departments/urban/index.php>

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

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DISTRICT 2

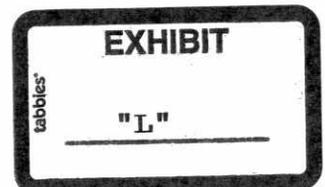
CLINTON L. JOHNSON
DISTRICT 3

JOHN C. WILLIAMS
DISTRICT 4

CONNIE HUDSON
DISTRICT 6

GINA GREGORY
DISTRICT 7

CITY CLERK
GLENDA A. MORGAN





CITY OF MOBILE

SAMUEL L. JONES
MAYOR

June 26, 2008

OFFICE OF THE CITY COUNCIL
COUNCIL MEMBERS

REGGIE COPELAND, SR.
PRESIDENT-DISTRICT 5

FREDRICK D. RICHARDSON, JR.
VICE PRESIDENT-DISTRICT 1

WILLIAM C. CARROLL, JR.
DISTRICT 2

CLINTON L. JOHNSON
DISTRICT 3

JOHN C. WILLIAMS
DISTRICT 4

CONNIE HUDSON
DISTRICT 6

GINA GREGORY
DISTRICT 7

CITY CLERK
GLENDA A. MORGAN

Dear Property Owner:

The Mobile City Council on Tuesday, July 22, 2008, at 10:30 a.m., in 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.

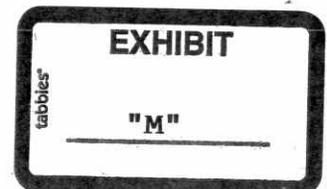
Our records indicate that you own property in this vicinity. This notice is being sent to you as a courtesy to notify you of this pending rezoning so that you might be present to speak in favor of or against this application, if you so desire. Please note that this application will not rezone your property.

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

Sincerely,

Mary Ann Merchant
City Clerk's Office

/ssh





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:

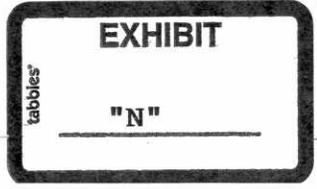
- Zoning Change**
\$ 100.00
(if recommended for approval, additional advertising fee required)
- Planning Approval**
\$ 150.00
(non-profit \$ 50.00)
- Planned Unit Development**
\$ 150.00

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

1. 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
2. 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)
3. Attach a brief description of property location. SE CORNER OF SAGE AVE & DAUPHIN ST
4. Attach a copy of the legal description and parcel number of the property in question. R022908191001013.002
(Parcel Number)
5. Present Zoning: B-2 Proposed Zoning: B-S
6. Area of property, sq. ft. or acres: 1.17AC
7. **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).
8. **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.
9. **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.
10. **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).
11. **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.
12. **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
13. **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).
14. **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: [Handwritten 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:

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

YAGOUB 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

MCPMAHON 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.

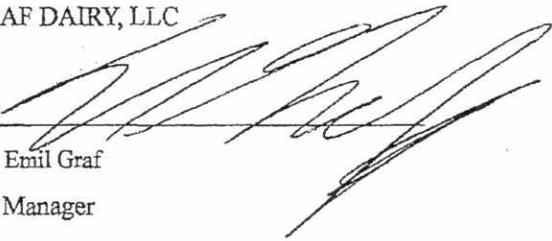
6. Graf retains the right to relocate, at its expenses, the easement should it be necessary for the future development of Lot 1 or Lot 3, as long as the owner of Lot 2 shall continue to have adequate access to Sage Avenue and Dauphin Street.

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

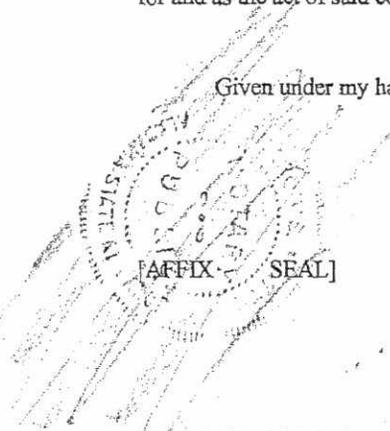
Its: Manager


Robert Fonde Myers

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.




NOTARY PUBLIC

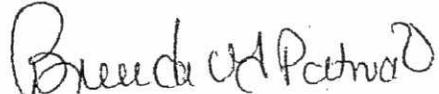
My Commission Expires: 7/27/20

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.

[AFFIX SEAL]


NOTARY PUBLIC

My Commission Expires:



BRENDA G. 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

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

STATE OF ALABAMA)

COUNTY OF MOBILE)

23.50
915.00

938.50
12.00
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.

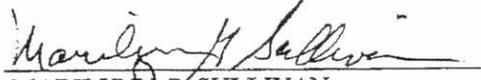
This property does not constitute any of the GRANTORS' homestead for the purposes of Alabama law.

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

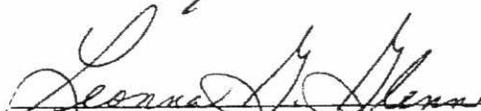
TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, according to the terms, forever.

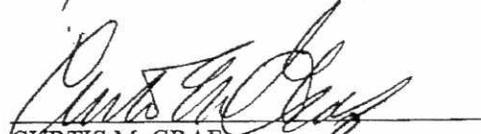
IN WITNESS WHEREOF, these presents have been executed on this the 18th day of May, 2006.


GEORGE E. GRAF

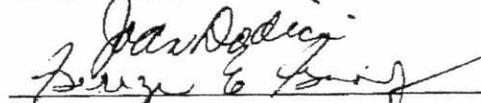

MARILYNN G. SULLIVAN


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

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. Thomas
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 Cook
NOTARY PUBLIC My Commission Expires 05/17/09
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 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.

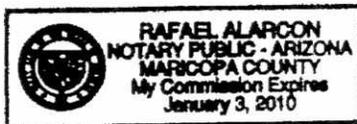
Judith C. Thomas
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES APRIL 20, 2009

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

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 McCreary
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.

Brandy Janelle 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.

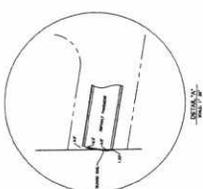
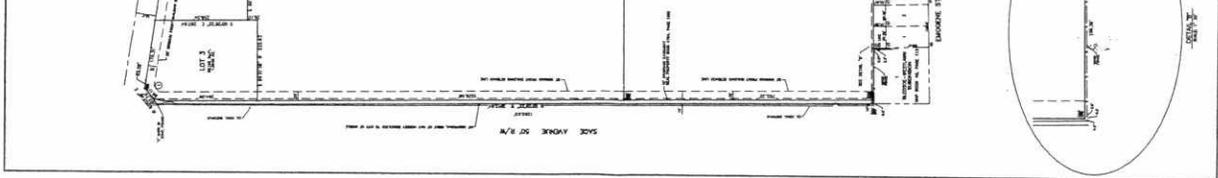
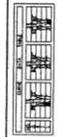
Brandy Janelle Cove
NOTARY PUBLIC
My Commission Expires: 5/17/09

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



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10/15/2010
2	ISSUED FOR PERMITS	10/15/2010
3	ISSUED FOR PERMITS	10/15/2010
4	ISSUED FOR PERMITS	10/15/2010
5	ISSUED FOR PERMITS	10/15/2010
6	ISSUED FOR PERMITS	10/15/2010
7	ISSUED FOR PERMITS	10/15/2010
8	ISSUED FOR PERMITS	10/15/2010
9	ISSUED FOR PERMITS	10/15/2010
10	ISSUED FOR PERMITS	10/15/2010



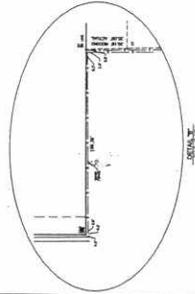
THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED AS A WHOLE AND SHALL BE OPEN TO THE PUBLIC FOR EXAMINATION AND COMMENT AT THE OFFICE OF THE CITY ENGINEER, 100 WEST LAKEMOOR DRIVE, SUITE 100, LAKEMOOR, ILLINOIS 60143, FROM 9:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY, EXCEPT ON HOLIDAYS. ANY CHANGES TO THESE PLANS SHALL BE MADE BY A SUPPLEMENTAL SHEET OF PLANS AND SHALL BE APPROVED BY THE CITY ENGINEER. THE CITY ENGINEER'S APPROVAL DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

APPROVED: *[Signature]*
CITY ENGINEER

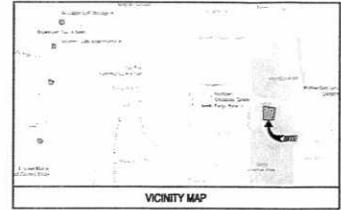
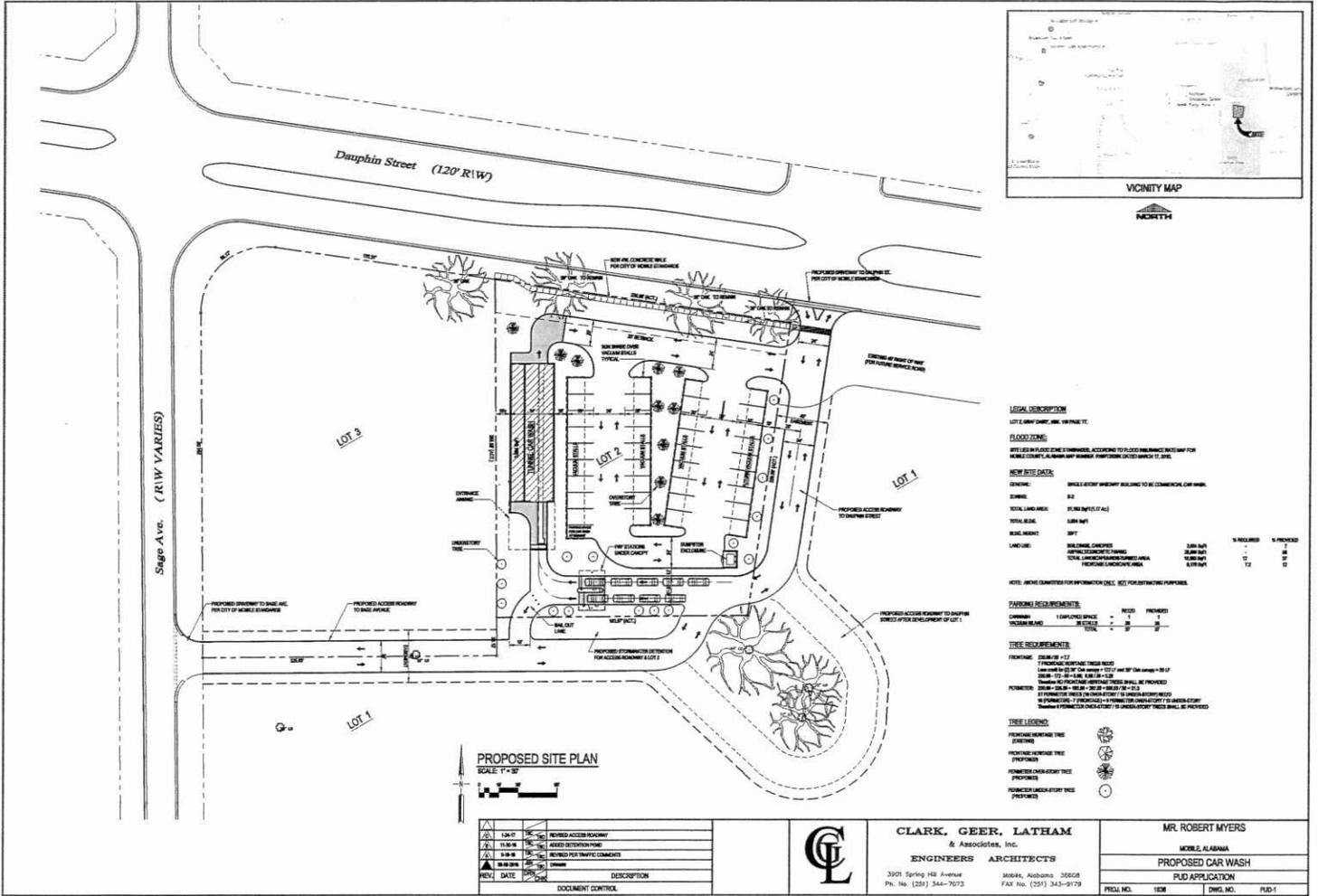
APPROVED: *[Signature]*
SUBMITTER

APPROVED: *[Signature]*
SUBMITTER

GRAFF SURVEY	
RESUBMIT AND CANCELLED	
REVISIONS: NONE	
DATE: 10/15/2010	
DRAWN BY: J. H. HARRIS	
CHECKED BY: J. H. HARRIS	
APPROVED BY: J. H. HARRIS	
DATE: 10/15/2010	
PROJECT NO. 1010-1010	
SHEET NO. 1 OF 1	



OCT30 '18 3:47PM



LEGAL DESCRIPTION
 LOT 1 AND LOT 2, TRACT 1, MOBILE COUNTY, ALABAMA

FLOOD ZONE
 THE SITE IS IN FLOOD ZONE 1 (SPECIAL FLOOD HAZARD AREA) AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR MOBILE COUNTY, ALABAMA, MAP NUMBER 17020C0101A, DATED JANUARY 12, 2010.

NEW SITE DATA

OWNER:	CLARK, GEER, LATHAM & ASSOCIATES, INC.	% REQUIRED:	0
CONTRACT NO.:	18-001	% PROVIDED:	0
TOTAL LAND AREA:	0.15 ACRES (6,534 SQ. FT.)		
TOTAL BLDG. AREA:	1,500 SQ. FT.		
BLDG. HEIGHT:	8 FT.		
LAND USE:	COMMERCIAL (C-2)		
ADJACENT LAND USE:	RESIDENTIAL (R-1)		
ADJACENT LAND USE:	RESIDENTIAL (R-1)		
ADJACENT LAND USE:	RESIDENTIAL (R-1)		

PARKING REQUIREMENTS

COMMON	1 SPACES PER 100 SQ. FT. OF GROSS FLOOR AREA	NEED:	15	PROVIDED:	15
TOTAL			15		15

TREE REQUIREMENTS

PROPOSED: 100% TREE RETENTION
 1. PROPOSED: 100% TREE RETENTION
 2. PROPOSED: 100% TREE RETENTION
 3. PROPOSED: 100% TREE RETENTION
 4. PROPOSED: 100% TREE RETENTION
 5. PROPOSED: 100% TREE RETENTION
 6. PROPOSED: 100% TREE RETENTION
 7. PROPOSED: 100% TREE RETENTION
 8. PROPOSED: 100% TREE RETENTION
 9. PROPOSED: 100% TREE RETENTION
 10. PROPOSED: 100% TREE RETENTION

TREE LEGEND

- PROPOSED: 100% TREE RETENTION

PROPOSED SITE PLAN
 SCALE: 1" = 20'

REV.	DATE	DESCRIPTION
1	10/1/18	ISSUED FOR PERMIT
2	10/1/18	ISSUED FOR PERMIT
3	10/1/18	ISSUED FOR PERMIT
4	10/1/18	ISSUED FOR PERMIT
5	10/1/18	ISSUED FOR PERMIT
6	10/1/18	ISSUED FOR PERMIT
7	10/1/18	ISSUED FOR PERMIT
8	10/1/18	ISSUED FOR PERMIT
9	10/1/18	ISSUED FOR PERMIT
10	10/1/18	ISSUED FOR PERMIT

	CLARK, GEER, LATHAM & Associates, Inc. ENGINEERS ARCHITECTS	MR. ROBERT MYERS MOBILE, ALABAMA PROPOSED CAR WASH
	3301 Spring Hill Avenue Ph. No. (205) 344-7033	Mobile, Alabama 36608 FAX No. (205) 343-9179
	PROJECT NO. 1801 DWG. NO. PUD-1	

