

CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
Monday, March 18, 2024 at 6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

INVOCATION Pastor Wesley Jenkins, Destiny Church
PLEDGE OF ALLEGIANCE

PROCLAMATION: Joseph Sullivan Retirement

PUBLIC HEARING: 68V Baldwin Land Holdings, LLC Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate Pre-Zoning Amendment – located Southwest of the Intersection of County Road 13 and Milton Jones Road

PUBLIC HEARING: 68V Baldwin Land Holdings, LLC Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate Annexation Petition – located Southwest of the Intersection of County Road 13 and Milton Jones Road

3. APPROVE MINUTES: March 4, 2024 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE – Phillips

B. BUILDINGS & PROPERTY COMMITTEE – Goodlin
Review the February 2024 new Construction and Building Reports.
Certificates of Occupancy: 23
Permits Issues: 231
New Residential Home Permits: 23
Total Fees: \$84,812.81

MOTION to authorize the Mayor to execute the Trione Park Lease Agreement.

C. PUBLIC SAFETY COMMITTEE – Hughes
Review the minutes from the January meeting.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE – Scott
Review the minutes from the February meeting.

E. PUBLIC WORKS COMMITTEE – Conaway

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS – Adrienne Jones
Review the summarization of the March 7th meeting and minutes from the February 1st meeting.

B. DAPHNE PUBLIC SCHOOL COMMISSION – Conaway/Olen

MOTION to appoint Lynn Davis to the Daphne Public School Commission for a three-year term (March 2024 – March 2027).

City Council Agenda – March 18, 2024

MOTION to reappoint Steve Olen to the Daphne Public School Commission for a three-year term (March 2024 – March 2027).

C. DOWNTOWN REDEVELOPMENT AUTHORITY – Conaway

D. INDUSTRIAL DEVELOPMENT BOARD – Scott

E. LIBRARY BOARD – Goodlin

F. PLANNING COMMISSION – Olen

G. RECREATION BOARD – Hughes
Review the minutes from the February meeting.

H. UTILITY BOARD – Coleman
Review the minutes from the January 31st meeting.

6. PUBLIC PARTICIPATION

7. MAYOR’S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK’S REPORT

MOTION to approve the South Alabama Out of the Darkness Walk on Sunday, October 13, 2024 from 1:00 – 4:00pm located at Daphne City Hall.

MOTION to approve the AKC CAT and Fast Cat event May 23 – May 26, 2024 at Ruff Wilson Park from 8:00am – 1:00pm.

MOTION to approve the Community Spirit Day on September 7, 2024 from 2:00 – 5:00pm at Lott Park.

MOTION to authorize the Mayor to execute the Downtown Redevelopment Authority Loan Guaranty Agreement.

11. RESOLUTIONS:

2024 – 12 – 2024-C-VoIP Phone System – Bid Award: ThreatAdvice - \$2,515.48

2024 – 13 – Resolution Requesting an Attorney General Opinion Provided by Section 36-15-1 of the Code of Alabama (1975)

12. 2nd READ ORDINANCES:

13. 1st READ ORDINANCES:

2024 – 04 – Ordinance Amending the City of Daphne’s Towing and Recovery Rotation Services Ordinance

City Council Agenda – March 18, 2024

2024 – 05 – Pre-Zone Property Located Southwest of the Intersection of County Road 13 and Milton Jones Road – 68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate

2024 – 06 – Annex Property Contiguous to the Corporate Limits of the City of Daphne – Located Southwest of the Intersection of County Road 13 and Milton Jones Road – 68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate

2024 – 07 – Ordinance Authorizing the Donation and Conveyance of Certain Real Property No Longer Needed for Municipal Purposes to the Baldwin County Board of Education

14. COUNCIL COMMENTS

15. ADJOURN

CITY OF
DAPHNE, ALABAMA
Proclamation

WHEREAS; Joseph Sullivan was hired on to the City of Daphne Police Department on September 25 2003; and

WHEREAS; Joseph Sullivan had previously served in the Army from November 19, 1981 to December 1 2003 and retired as a First Sergeant;

WHEREAS; Sergeant Sullivan graduated the Police Academy March 2004 and received special recognition for being a Squad Leader while in the Academy; and

WHEREAS; he received Officer of the Quarter Award twice (2005 and 2018) and Officer of the Year Award in 2009; and

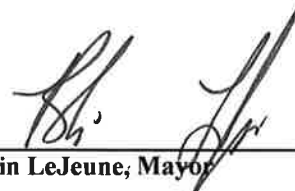
WHEREAS; during his tenure with the Daphne Police Department, Sergeant Sullivan served ten years on the Special Response team, worked with the FBI Safe Streets Task Force from 2013-2016 and received several commendations while a detective for high profile cases solved; and

WHEREAS; Sergeant Sullivan was promoted to Detective in 2006, Corporal in 2017 and to Sergeant in 2023.

NOW,

THEREFORE; I, Robin LeJeune, as the Mayor of the City of Daphne, Alabama, together with the Daphne City Council, do hereby proclaim appreciation to Joseph Sullivan for his tireless efforts and over twenty years of service to the City of Daphne, and wish him success and happiness in his retirement.





Robin LeJeune, Mayor

ATTEST: 
Candace G. Antinarella, MMC, City Clerk



**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: January 29, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: 68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate Pre-Zoning Amendment

PRESENT ZONING: RSF-E, Residential Single Family Estate, RMF-6, Multiple Family, RSF-2, Single Family Residential, and B-3, General Business, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne

PROPOSED PRE-ZONING: PUD, Planned Unit Development

LOCATION: Southwest of the intersection of County Road 13 and Milton Jones Road

RECOMMENDATION: At the January 25, 2024 regular meeting of the City of Daphne Planning Commission, seven members were present, and the motion carried unanimously for a favorable recommendation for the above captioned zoning amendment.

Attached please find the appropriate documentation and action of the Daphne Planning Commission.

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda to set a public hearing.

Thank you,
ADJ/jv

1. Community Development Report and Supplemental Documents
2. Pre-zoning Application
3. Legal Description (Exhibit A)
4. Boundary Survey (Exhibit B)
5. Zoning Exhibit (Exhibit C)
6. Conceptual Site Layout (Exhibit D)
7. Adjacent Property Owners List

PRE-ZONING REVIEW ROWAN OAK





Zoning Classification:

RSF-E, Residential Single Family Estate, RMF-6, Multiple Family, RSF-2, Single Family Residential, and B-3, General Business, Baldwin County District 15 Planning Area

Surrounding Zonings/Uses:

- **North**-RSF-2 Residential Single Family
- **South**-RSF-E and R-A Rural Agricultural
- **East**-RSF-E and B-3, General Business
- **West**- RSF-E, Residential Single Family Estate

Existing Utility Service Providers: Daphne Utilities, Riviera Utilities, Belforest Water, Baldwin County Sewer, AT&T

Affected City Service Providers: Fire Station 5, Police Beat 4

Staff Recommendation to CC: Favorable

Proposed Zoning:

Planned Unit Development

Development Concept:

Mixed Use Development

Council District:

4

Existing Conditions:

134.31 acres (7 parcels)

Planning Commission Recommendation

01/25/24 Hearing Date
Unanimously Favorable

The Comprehensive Plan

The comprehensive plan's overarching policy regarding land development encourages harmony and compatibility. The following are some Land Use Goals and Objectives from the Plan.

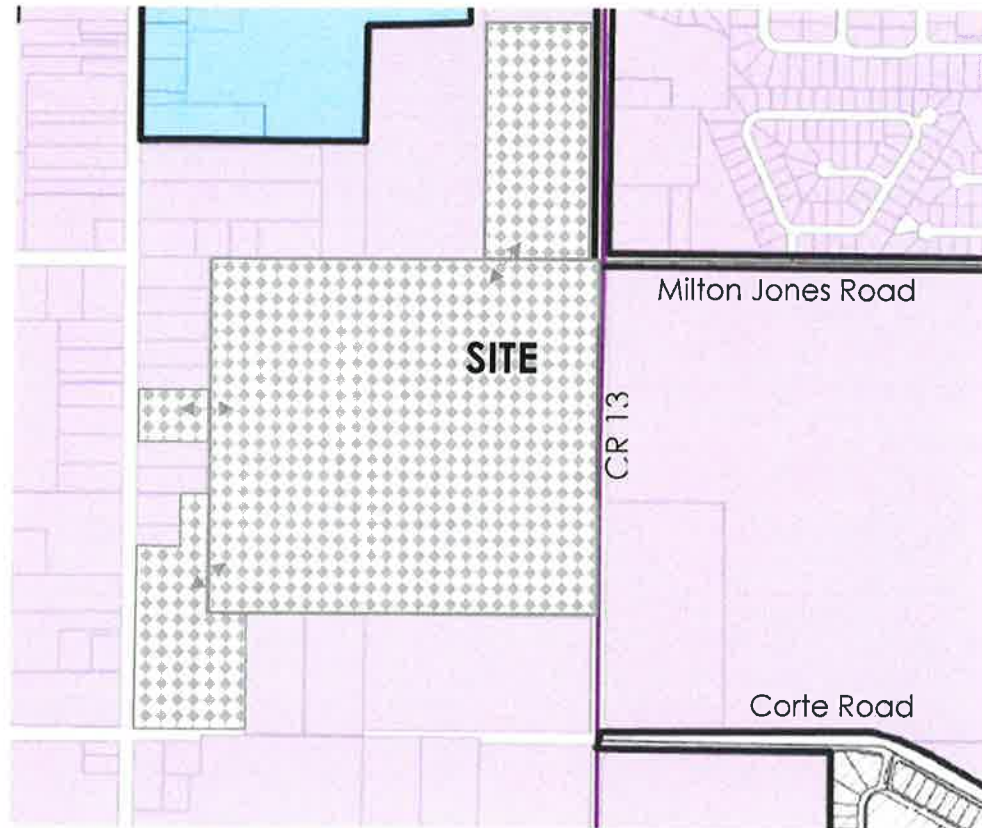
Goal: Provide a land use plan for the City of Daphne, which supports the City's economic development, housing, transportation, and open space, recreation and education goals in a manner that maintains and promotes Daphne's unique image and quality of life. Objective: Encourage development of sound and cohesive residential areas which meet the housing needs of current and potential residents.

Goal: Grow sensibly by anticipating land use needs. Objective: Promote and manage growth on undeveloped lands in a manner that will be compatible with, and complementary to, existing adjacent developed properties. Objective: Encourage planned unit developments which are beneficial to residents and which creatively take advantage of available properties that otherwise would not be developed. Objective: Protect and preserve the character of Daphne through review of new developments, the encouragement of growth that enhances the community spirit, and through aesthetic considerations. Objective: Integrate recreational resources with residential neighborhoods to insure that all portions of Daphne's population have convenient access to parks and open space. Promote clustered commercial development in defined areas.

PROPOSAL:

The applicant proposes to pre-zone the subject property to Planned Unit Development in order to develop a mixed use project. The project consists of a single family residential subdivision, a town house complex, an apartment complex, commercial enterprises along Friendship Road (see conceptual master plan layout). There are three lot sizes proposed within the residential development. Traffic calming measures and amenities have been included in the design. The commercial portion proposes uses that would be found in a B-2 zoning district. Overall, staff is in favor of the proposed PUD in terms of proposed layout, amenities, public benefits, and mix of residential land uses. Staff is in favor of the PUD presenting superior architectural design standards as well.

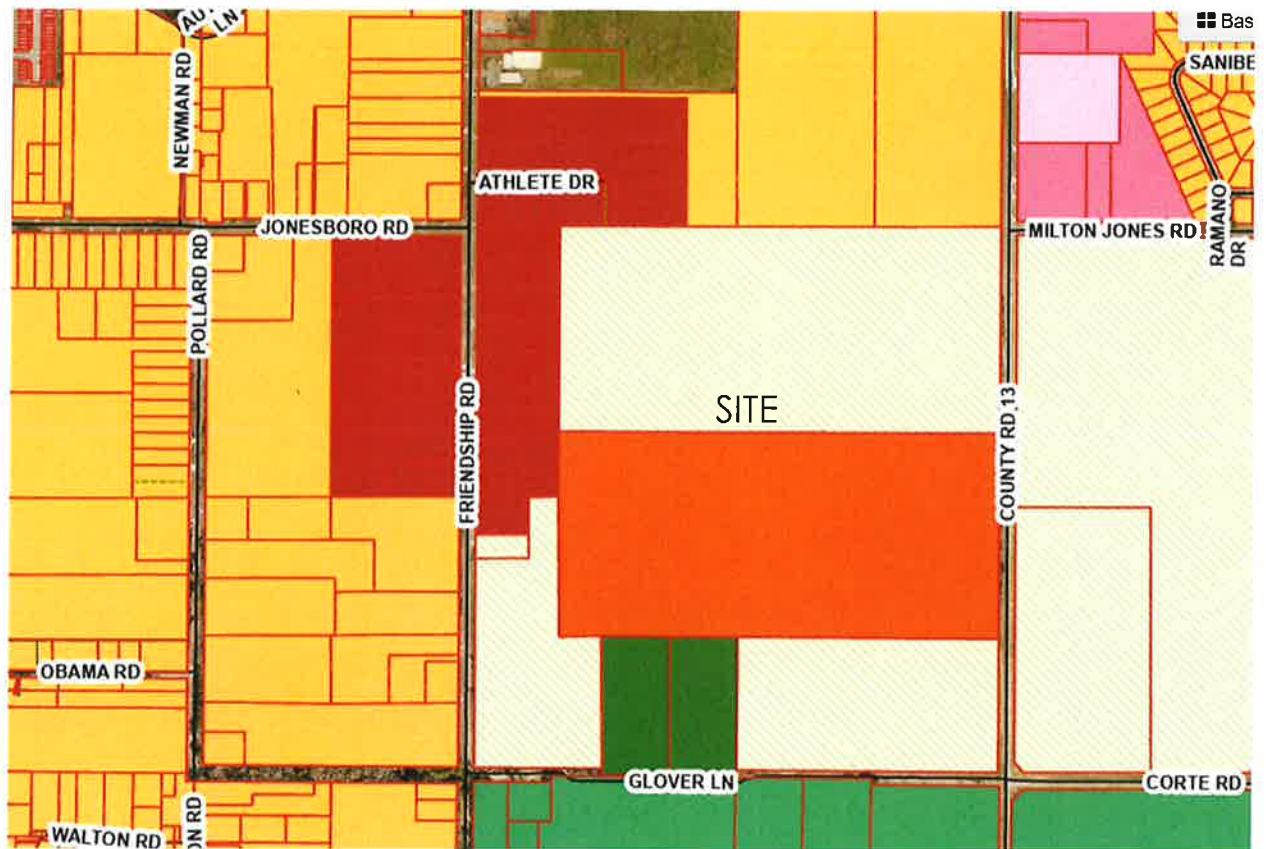
Excerpt from Daphne Zoning Map



Zoning Key

	Daphne City limits
	R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL
	R-2 MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL
	R-3 HIGH DENSITY SINGLE FAMILY RESIDENTIAL
	R-4 HIGH DENSITY SINGLE MULTI-FAMILY RESIDENTIAL
	R-5 MOBILE HOME RESIDENTIAL
	R-6(D) DUPLEX - TWO FAMILY
	R-6(G) GARDEN OR PATIO HOME
	R-7(A) APARTMENT
	R-7(M) MID-RISE CONDOMINIUM
	R-7(T) TOWNHOUSE
	B-1 LOCAL BUSINESS
	B-2 GENERAL BUSINESS
	B-2(a) GENERAL BUSINESS ALTERNATE
	B-3 PROFESSIONAL BUSINESS
	C/I COMMERCIAL/INDUSTRIAL
	MU MIXED USE
	PUD PLANNED UNIT DEVELOPMENT
	C-2 OUTDOOR AMUSEMENT
	GC GOLF COURSE
	ET JURISDICTION

Excerpt from County's Online map



☒ County Zoning

- ☐ Rural District (RR)
- ☐ Rural Agricultural District (RA)
- ☐ Conservation Resource District (CR)
- ☐ Residential Single Family Estate District (RSF-E)
- ☐ Residential Single Family District (RSF-1)
- ☐ Residential Single Family District (RSF-2)
- ☐ Residential Single Family District (RSF-3)
- ☐ Residential Single Family District (RSF-4)
- ☐ Residential Two Family District (RTF-4)
- ☐ Residential Single Family District (RSF-6)
- ☐ Residential Two Family District (RTF-6)
- ☐ Residential Multiple Family District (RMF-6)

- ☐ Residential Manufactured Housing Park District (RMH)
- ☐ Marine Recreation District (MR)
- ☐ Outdoor Recreation District (OR)
- ☐ Tourist Resort District (TR)
- ☐ Recreational Vehicle Park District (RV-1)
- ☐ Professional Business District (B-1)
- ☐ Neighborhood Business District (B-2)
- ☐ General Business District (B-3)
- ☐ Major Commercial District (B-4)
- ☐ Light Industrial District (M-1)
- ☐ General Industrial District (M-2)

COMMUNITY DEVELOPMENT



January 12, 2024

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for 68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate containing 134.31 acres +/- located southwest of the intersection of County Road 13 and Milton Jones Road zoned RSF-E, Residential Single Family Estate, RMF-6, Multiple Family, RSF-2, Single Family Residential, and B-3, General Business, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne, to be pre-zoned as a PUD, Planned Unit Development. A petition to annex said property has also been submitted.

Said petition will also be considered by the Daphne City Council pursuant to Alabama Code 11-52-85. The application is available for review at City Hall in the Department of Community Development, 1705 Main Street, during regular business hours. An informal site preview meeting will be held on Wednesday, January 17, 2024 at 8:30 a.m. in the Council Chambers of City Hall. The public is invited to attend: limited participation may be allowed by the chairman.

The public hearing will be held by the Daphne Planning Commission on Thursday, January 25, 2024 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, or by representation.

Sincerely,
Adrienne D. Jones, AICP,
Director of Community Development

68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate Pre-Zoning Amendment

MAILING LIST for ROWAN OAK, A PLANNED UNIT DEVELOPMENT

Parcel Number	Pin	Owner Name	Address	City	State	Zip
05-43-05-21-0-000-001.012	250367	68V BALDWIN LAND HOLDINGS L L C	707 BELROSE AVE	DAPHNE	AL	36526
05-43-08-28-0-000-004.000	14259	AFRICAN METHODIST EPISCOPAL CHURCH AND (FRIENDSHIP)	P O BOX 383	DAPHNE	AL	36526
05-43-05-21-0-000-054.002	84010	ANDERSON, DAVID EMANUEL AS CO-TRUSTEE OF THE DAVID EMANUEL ANDERSON AND BETTY JEAN AN	25147 FRIENDSHIP RD	DAPHNE	AL	36526
05-43-05-21-0-000-054.003	98557	ANDERSON, WILLIE E A/K/A ANDERSON, PAUL AND ETAL ANDERSON, JUDITH SPURLOCK OR THEIR AND	33504 BOARDWALK DR	SPANISH FORT	AL	36527
05-43-05-21-0-000-003.002	242500	BAYSIDE ACADEMY INC	303 DRYER AVE	DAPHNE	AL	36526
05-43-05-22-0-000-014.003	111268	BELFOREST PROPERTIES INC	730 OAK BLUFF DR	DAPHNE	AL	36526
05-43-05-22-0-000-022.001	3720	BONI, FREDERICK G ETUX THELMA L	25170 CO RD 13	DAPHNE	AL	36526
05-43-05-21-0-000-001.002	3724	BONI, LOUIS JR & SHARON O	1365 ORCHARD AVE	DAPHNE	AL	36526
05-43-05-21-0-000-001.015	256846	BONI, SHARON O ETAL BONI, JOHN CHRISTOPH AND ER	1365 ORCHARD AVE	NEW KENSINGTON PA	PA	15068
05-43-05-21-0-000-001.001	3726	BONI, SHARON O ETAL BONI, JOHN CHRISTOPH AND ER (1/2 INT) ETAL BONI, THELMA MARIE (1/ AND 2	125170 CO RD 13	NEW KENSINGTON PA	PA	15068
05-43-08-28-0-000-003.000	3725	BONI, SHARON O ETAL BONI, JOHN CHRISTOPH AND ER (44.444% INT) ETAL BONI, FREDERICK G AND (55	1365 ORCHARD AVE	DAPHNE	AL	36526
05-43-05-22-0-000-022.000	62519	BONI, THELMA MARIE AS PERSONAL REPRESENT AND ATIVE OF THE ESTATE OF FREDERICK G BONI AND	25170 CO RD 13	NEW KENSINGTON PA	PA	15068
05-43-05-21-0-000-056.000	29932	DALE, MARK	P O BOX 2566	DAPHNE	AL	36526
05-43-05-22-0-000-014.155	241242	DOGGETT ROBERT RANKIN AND DOGGETT ROSEMARY M	27384 PARKER LN	DAPHNE	AL	36526
05-43-05-21-0-000-047.000	43199	EAGLESON, ALFRED NOEL ETAL EAGLESON, DON AND NA CUNNINGHAM AS CO TRUSTEES OF THE ALRE	25604 FRIENDSHIP RD	DAPHNE	AL	36526
05-43-05-21-0-000-058.001	256849	FRANCIS, CHARLES CHRISTOPHER ETUX CHELSE AND A HARGETT	1214 CAPTAIN ONEAL DR	DAPHNE	AL	36526
05-43-05-21-0-000-001.013	250368	GILBERT LAWN SERVICES INC	25310 FRIENDSHIP RD	DAPHNE	AL	36526
05-43-05-21-0-000-047.005	262862	HINKLEY, CHRIS	7175 HURRICANE RD	BAY MINETTE	AL	36507
05-43-05-21-0-000-047.004	262861	HINKLEY, CHRIS ETAL HINKLEY, SUZANNE	7175 HURRICANE RD	BAY MINETTE	AL	36507
05-43-08-28-0-000-005.000	22011	JEMISON, MACKIE (HEIR OF JIM JEMISON)	P O BOX 383	DAPHNE	AL	36526
05-43-05-21-0-000-048.007	241158	JGA HOLDINGS L L C	925 CHARLESTON LOOP	FAIRHOPE	AL	36532
05-43-05-21-0-000-047.003	203050	KIM, JOHN C ETAL KIM, DEBORAH L	25478-B FRIENDSHIP RD (MA)	DAPHNE	AL	36526
05-43-05-21-0-000-001.008	250363	LANGENBACH CONSTRUCTION COMPANY	8119 MCGOWIN DR STE A	FAIRHOPE	AL	36532
05-43-08-28-0-000-006.003	213910	MASON, JOHNNY	3437 DIAL ST	WHISTLER	AL	36612
05-43-05-21-0-000-054.004	98554	MC GROUP L L C	P O BOX 772	FAIRHOPE	AL	36533
05-43-05-21-0-000-054.000	68218	MITCHELL, DOROTHY	P O BOX 20	FAIRHOPE	AL	36533
05-43-05-21-0-000-059.000	16606	PINSON, MARYE ALICE	601 COLLEGE AVE	DAPHNE	AL	36526
05-43-05-22-0-000-014.002	103705	REYNOLDS READY MIX L L C	PO BOX 883	WEST PALM BCH	FL	33402
05-43-05-21-0-000-056.001	9597	RUDOLF W LOSCH L L C	25230 FRIENDSHIP RD	DAPHNE	AL	36526
05-43-05-21-0-000-053.000	841	RUSS, MATTIE ANDERSON (LIFE ESTATE)	17709 GREY EAGLE RD	TAMPA	FL	33647
05-43-05-21-0-000-048.009	241160	SEWARD, STEVE G	7251 BRIDGEWOOD LN	SPANISH FORT	AL	36527
05-43-05-21-0-000-001.007	250362	SRW INVESTMENTS L L C (5% INT) ETAL O CO AND MPANY L L C (5% INT); WHITE-SPUNNER, ANN AND (2)	3201 DAUPHIN ST - STE A	MOBILE	AL	36606
05-43-05-22-0-000-014.286	378338	TRIONE, LUKE WELLS A/K/A TRIONE, LUKE W AND ETAL TRIONE, ARTHUR M AS TRUSTEE	685 CALIBRE ST	FAIRHOPE	AL	36532
05-43-05-21-0-000-001.010	250365	VALOR PROPERTY MANAGEMENT L L C	502 LAKE SHORE DR	DAPHNE	AL	36526
05-43-05-21-0-000-048.008	241159	ZAATE L L C	26258 POLLARD RD	DAPHNE	AL	36526
		68 VENTURES LLC	707 BELROSE AVE	DAPHNE	AL	36526
		SE CIVIL LLC	9969 WINDMILL RD	FAIRHOPE	AL	36532

APPLICATION & SUPPLEMENTAL INFORMATION



APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816

Date Submitted December 21, 23

Application Number:

Planning Commission Public

ZA- or PZA- 24-01

Hearing Date: January 25, 24

Legibly print or type responses below. Indicate N/A or an "X" where item is not applicable.

SITE DATA

Site Location (Address or General Proximity to Nearest Intersection):
West side of Co Rd 13 at end of Milton Jones Road

PPIN#(s):
3724 256846 261844
250367 250366 3726

Gross Site Area (Acreage): 18.94 AC (3724) 49.56 AC (256846)
49.63 AC (261844) 1.28 AC (250367) 1.28 AC (250366) 13.60 AC (3726)

Requested Zoning or Pre-Zoning: PUD

Current Zoning Designation(s): RSF-E, RMF-6, RSF-2
& B3 (Baldwin County)

Amended Request:

Initials: Date:

Current Land Use: Vacant - partially wooded

Anticipated Land Use: Mixed Use Residential
and Commercial

Provide Legal Description (if necessary attach separate page entitled "Legal Description for [Name of Applicant]":
See attached

Specify other recently approved or pending requests related to the subject property. Circle the answer(s).

Annexation Subdivision Site Plan Special Exception Variance Specify Other

APPLICANT & AGENT INFORMATION

If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent **and provide a copy of Articles of Incorporation.*

Name of Current Owner: 68V BALDWIN LAND HOLDING LLC - SHARON & JOHN BONI - SHARON, THOMAS & JOHN BONI - SHARON BONI-

Mailing Address: THELMA BONI ESTATE
25170 CO RD 13, DAPHNE, AL 36526

Phone/Fax: 251-776-3635
E-mail: SHARONBONI1946@GMAIL.COM

Name of Authorized Agent:
SE CIVIL, LLC

Mailing Address:
9969 WINDMILL RD, FAIRHOPE AL 36532

Phone/Fax: 251-990-6566
E-mail: ddiehl@secivileng.com

Name of Developer*:
68V PAYDIRT, LLC

Phone/Fax: 251-487-8398
E-mail: ckelly@68ventures.com

Other:

Phone/Fax:
E-mail:

I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge. I hereby agree to allow the City of Daphne to post a sign on the subject property notifying the general public of this request.

Applicant's Signature:

Date

Agent's Signature:

Date 12-20-23

ROWAN OAK

Owners of Parcels Included for Annexation and Rezoning

Louis And Sharon Boni
1365 Orchard Avenue
New Kensington, Pa 15068
18.94 Acres
Pin 3724

Sharon & John Christopher Boni
1365 Orchard Avenue
New Kensington, Pa 15068
49.56 Acres
Pin 256846

Thelma Marie Boni
25170 County Road 13
Daphne, Al 36526
49.636 Acres
Pin 261844

Sharon, John Christopher And Thelma Marie Boni
25170 County Road 13
Daphne, Al 36526
13.60 Acres
Pin 3726

Sharon, John Christopher And Thelma Marie Boni
25170 County Road 13
Daphne, Al 36526
1.28 Acres
Pin 250366

68v Baldwin Land Holdings Llc
707 Belrose Avenue
Daphne, Al 36526
1.28 Acres
Pin 250367

PROPERTY LIES IN FLOOD ZONE "X" UNINSURED AS SCALED FROM
FLOOD INSURANCE RATE MAP NUMBER 0100000025M, COMMUNITY
NUMBER 010000, PANEL 0822, SUFFIX "M", REVISED DATE APRIL 18,
2016 AND MAP NUMBER 0100000025M, COMMUNITY NUMBER 010000,
PANEL 0822, SUFFIX "M", REVISED DATE APRIL 18, 2016.

1. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
2. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE HIGHWAY SHOWN ON THIS MAP WERE OBTAINED ONLY BY REVEALING THE SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
3. SURVEY WAS COMPLETED IN MAY, 2022, AND IS RECORDED IN AN ELECTRONIC FILE BOOK.
4. BEARINGS AND DISTANCES SHOWN HEREIN WERE "COMPUTED" FROM ACTUAL FIELD MEASUREMENTS, AND ARE BASED ON STATE PLANE GCS, ALABAMA STATE ZONE USING GPS OBSERVATIONS.
5. THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, EFFECTIVE 1/1/2020.
6. THIS SURVEY IS A PROPERTY BOUNDARY SURVEY FOR RECORDING. THE ONLY IMPROVEMENTS LOCATED HEREIN ARE THOSE THAT AFFECT THE BOUNDARIES

- ∇ = FIRM HYDRANT
- S = SPOKE VALVE
- T = TELEPHONE PEDestal
- G = GUT MERE
- A = UTILITY MARKER
- V = UTILITY POLE
- W = WATER VALVE
- B = TEMPORARY BENCH MARK
- C = CAPPED MANHOLE
- RIF = REBAR FORMS
- O = CAPED REBAR FOUND
- CRS = CAPPED RELIAR SET (CA-1187-LS)
- S.L. = SAWED DETACH LINE
- D = DEEP DOP
- IN = INSTRUMENT
- NV = NOYOT
- PH = PANEL NUMBER
- PG = PAGE
- PCP = REINFORCED CONCRETE PIPE
- PSP = REAL PROPERTY BOOK
- (C) = CALCULATED BEARING AND DISTANCE
- (D) = OBSERVED OR PLAT BEARING AND DISTANCE
- - - POST & RAIL FENCE
- - - OVERHEAD POWER LINE
- - - GAS LINE
- - - WATER MAIN
- - - SEWER FORCE MAIN
- * = MEASUREMENT LOCATED BY DRONE, WALK

4
SHARON, JOHN AND
THELMA MARIE BONI
Current Zoning-B3 (BC)
PROPOSED ZONING - PUD
1.28± ACRES
PIN 250367

68V BALDWIN HOLDINGS LLC
Current Zoning-B3 (BC)
PROPOSED ZONING - PUD
1.28± ACRES
PIN 250367

⑤

SHARON, JOHN AND
THELMA MARIE BONI
Current Zoning-RSF-E (BC)
PROPOSED ZONING - PUD
13.60± ACRES
PIN 3726

LOUIS AND SHARON BONI
Current Zoning-RSF-2 (BC)
PROPOSED ZONING - PUD
18.94± ACRES
PIN 3724

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BOW SUBDIVISION, AS SHOWN BY MAP OF PLAT THEREOF RECORDED AT SUE 2055--E.F. BALDWIN COUNTY DEEDS RECORDS, AND RUN THENCE SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EAST, A DISTANCE OF 621.85 FEET; THENCE RUN SOUTH 06 DEGREES 08 MINUTES 04 SECONDS EAST, A DISTANCE OF 1319.16 FEET; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 22 SECONDS WEST, A DISTANCE OF 624.91 FEET TO A CORNER ON THE WEST MARGIN OF COUNTY ROAD 13; THENCE RUN NORTH 02 DEGREES 15 MINUTES 57 SECONDS EAST, ALONG SAID WEST MARGIN, A DISTANCE OF 1328.23 FEET TO THE POINTING TRACT CONTAINS 18.94 ACRES, MORE OR LESS.

LOUIS AND SHARON BONI
Current Zoning-RSF-2 (BC)
PROPOSED ZONING - PUD
18.94± ACRES
PIN 3724

SHARON AND JOHN CHRISTOPHER BONI
Current Zoning - RSF-E (BC)
PROPOSED ZONING - PUD
49.56± ACRES
PIN 256846

THELMA MARIE BONI
Current Zoning-RMF-6 (BC)
PROPOSED ZONING - PUD
49.63± ACRES
PIN 261844

SHARON AND JOHN CHRISTOPHER BONI
Current Zoning-RSF-E (BC)
PROPOSED ZONING - PUD
49.56± ACRES
PIN 256846

[illegible]

THELMA MARIE BONI
Current Zoning-RMF-6 (BC)
PROPOSED ZONING - PUD
49.63± ACRES
PIN 261844

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, BUSINESS CENTER OF
PINEHURST ROAD SUBDIVISION, AS SHOWN BY MAP ON FILE THEREOF,
RECORDED AT SLIP NO. 107-18 IN DECEMBER 22, 1965; NORTH | 00 DEGREES 07 MINUTES 35 SECONDS EAST, | A DISTANCE OF 315.23 FEET; | THENCE RUN SOUTH 83 DEGREES 20 MINUTES 00 SECONDS EAST, | A DISTANCE OF 216.71 FEET TO THE POINT ON THE WEST LINE OF THE SOUTH 40° EASY ROAD; THENCE RUN SOUTH 00 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 1000.89 FEET TO THE POINT OF BEGINNING OF THE TRACT DEPARTING SAID WEST MARSH; RUN NORTH 00 DEGREES 22 MINUTES 00 SECONDS WEST, A DISTANCE OF 1280.50 FEET; THENCE RUN NORTH 00 DEGREES 27 MINUTES 44 SECONDS WEST, A DISTANCE OF 883.71 FEET; THENCE RUN NORTH 00 DEGREES 07 MINUTES 30 SECONDS EAST, A DISTANCE OF 660.81 FEET TO THE POINT OF BEGINNING TRACT CONTAINING 49.63 ACRES, MORE OR LESS. |

SHARON, JOHN AND THELMA MARIE BONI
Current Zoning-B3 (BC)
PROPOSED ZONING - PUD
1.28± ACRES
PIN 250367

LOT 6, BUSINESS CENTER OF FRIENDSHIP ROAD SUBDIVISION, AS SHOWN BY
MAP OR PLAT THEREOF RECORDED AT SLIDE 2090-C AND D, BALDWIN
COUNTY PROBATE RECORDS.

68V BALDWIN HOLDINGS LLC
Current Zoning-B3 (BC)
PROPOSED ZONING - PUD
1.28± ACRES
PIN 250367

LOT 7, BUSINESS CENTER OF FRIENDSHIP ROAD SUBDIVISION, AS SHOWN BY
MAP OR PLAT THEREOF RECORDED AT SLIDE 2090-C AND D, BALDWIN
COUNTY PROBATE RECORDS.

SHARON, JOHN AND THELMA MARIE BONI
Current Zoning-RSF-E (BC)
PROPOSED ZONING - PUD
13.60± ACRES
PIN 3726

[illegible]

PROPERTY IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION
TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA



Vicinity Map
1 Inch = 1 Mile

ROWAN OAK
PROPOSED ZONING - PUD
ANNEXATION & PRE ZONING LEGAL DESCRIPTION

Boundary & Topographic Survey

68 Ventures



DRAWN	/AF
CHECKED	DES
PROJ/MGR	DES
SCALE	1"=200'
PROJECT	20221104
FILE	20221104-BANDY
SHEET	1 OF 1

ROWAN OAK
Included PINs

3724

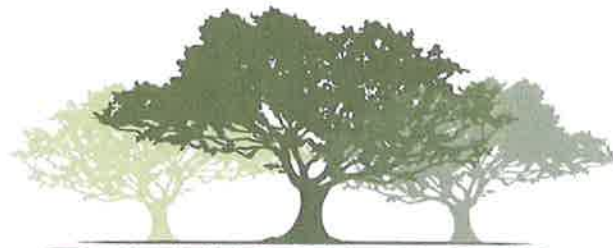
256846

250366

250367

261844

3726



ROWAN OAK

D A P H N E

PUD Statement and Narrative



A Planned Unit Development

Developer:

68Venturës

707 Bellrose Avenue
Daphne, AL 36526
251-625-1198

Engineer/ Surveyor:



9969 Windmill Road
Fairhope, AL 36532
251-990-6566

Landscape Architects:



WAS Design
218 N. Alston Street
Foley, AL 36535
251-948-7181

Traffic Engineer:



Neel Schaffer, Inc.
851 East I-65 Service Road
Suite 1000
Mobile, AL 36606
251-471-2000

Project Summary

Rowan Oak is a 134.31 acre, Mixed Use Planned Unit Development located between County Road 13 and Friendship Road at the Milton Jones Road intersection. The development includes Single Family Residential lots of various sizes, Townhomes, Multi-Family, and Commercial properties.

Intent

By combining the various land uses proposed in Rowan Oak, the developer hopes to promote a more efficient use of land relative to the location of public streets and natural features. The developer is partnering with the City of Daphne to provide a much-needed east-west connection from Friendship Road to County Road 13 by the extension of Milton Jones Road, with a Roundabout at the intersection of Milton Jones Road and County Road 13. The development goal is to provide diverse housing opportunities for citizens of differing economic levels, preferences, and/or stages of life.

Public / Private Benefits

The development of Rowan Oak provides several Public benefits to the Daphne Community including:

- 1) At the behest of the City of Daphne, donation by the Developer of land for an 80-foot public Right-of-Way (50 feet wide by others where necessary) to City of Daphne for the extension of Milton Jones Road from County Road 13 to Friendship Road¹, a value of \$214,200².
- 2) At the behest of the City of Daphne, donation by the Developer of sufficient Right-of-Way to City of Daphne to enable the installation of a Roundabout at the intersection of Milton Jones Road and County Road 13.
- 3) At the behest of the City of Daphne, Developer to coordinate and provide capital for surveying and engineering services for the Milton Jones Road extension, a value of \$144,500³.
- 4) Developer to provide Design and Construction of Improvements at the Intersection of Friendship Road and County Road 64. A value of \$300,000. See Exhibit 1 herein.
- 5) Donation by the Developer of a 1.8-acre parcel to City of Daphne for a public park, a value of \$95,000.⁴
- 6) Construction by the Developer of two pickleball courts within the future public park, a value of approximately \$140,000.⁵
- 7) Annexation of 11.61 acres of Commercial Property for a potential tax revenue of approximately \$535,821.71 annually.⁶

Total direct Public Benefit Value as a result of Developer's actions = \$893,700.

There are various Private benefits that will be realized as a result of this development, including:

¹ The Developer acknowledges that the City of Daphne is in no way obligated to construct or cause to be constructed any of the Milton Jones road extension and intersection improvements referenced herein, and that the construction by the City of Daphne of such improvements is contingent upon the availability of sufficient funds as determined solely by the City of Daphne.

² Based on valuation of \$35k/ AC x 6.12 AC

³ Based on Developer-executed proposal for surveying and design services of Milton Jones Rd, Extension with Southeast Civil Engineering in the amount of \$144,500.

⁴ Based on valuation of \$47.5k/ AC x 2 AC

⁵ Based on estimated construction cost of \$70k per pickleball court x 2 Quantity.

⁶ Estimated figure calculated based on data published in City of Daphne's 2022 Annual Comprehensive Financial Report

- 1) Providing improved direct access to a Public Road for the privately owned Commercial lots in Friendship Park Subdivision via the new Milton Jones Road Extension.

Land Use Summary

Of the 134.31-acre Rowan Oak property, the majority will be utilized for Single Family Residential Lots. The proposed uses are outlined below:

Single Family Residential	80.54 Acres
Townhomes	16.60 Acres
Multi-Family	17.44 Acres
Commercial	11.61 Acres
Public Park Donation	2.0 Acres
ROW Donation for Milton Jones Extension and Roundabout	6.12 Acres

Streets, Drainage and Utilities

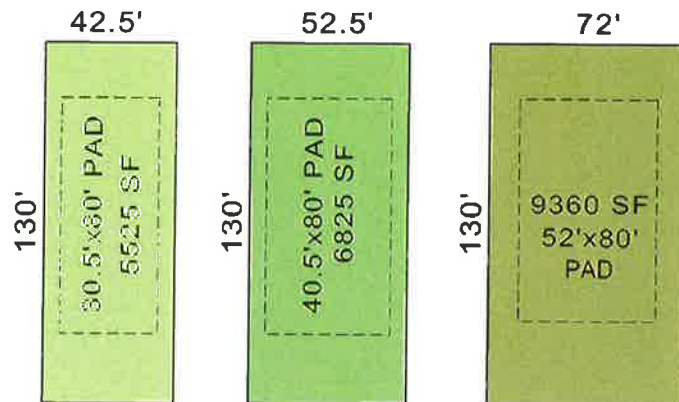
All streets and drainage will be designed to the current standards of the City of Daphne Land Use Ordinance. No deviations or variances will be requested. Traffic Calming is provided using Traffic Circles, Speed Tables, and Stop Signs. Utilities will be provided by Daphne Utilities (sewer), Belforest Water (water), Riviera Utilities (power), and AT&T (telephone).

Parking

All Single-Family Residences will provide two spaces per house, with additional guest parking provided in strategic locations in the higher density neighborhood areas. Each Townhome unit will provide a garage plus two driveway spaces, with the addition of guest parking as required in the Land Use Development Ordinance. Multi-Family units will have two spaces per dwelling unit. Detailed plans have not been developed for the Commercial lots but any future Site Plans proposed will meet the current standards of the City of Daphne regarding parking.

Zoning Relaxations

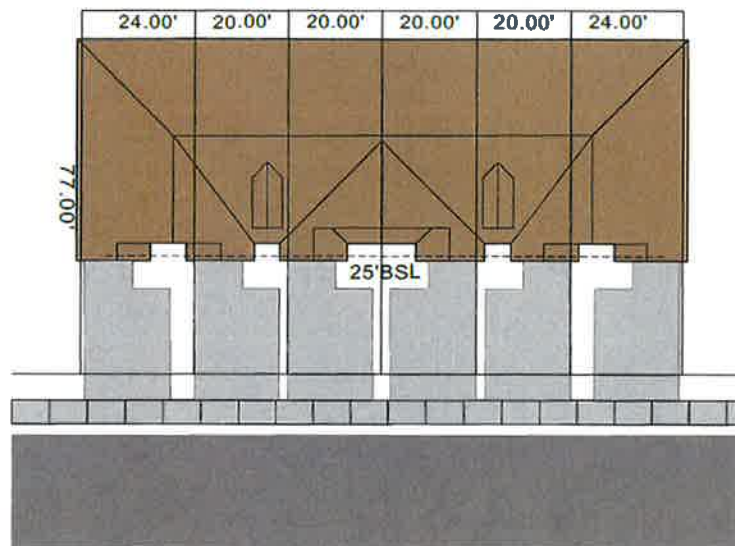
In general, the various aspects of the Zoning Ordinance will be met in Rowan Oak in regards to Streets, Buffers, Parking and Open Space. However, the unique spatial characteristics of the various Lots proposed do not meet the specifics of the defined Zoning designations of the Land Use Ordinance. The Lots proposed and their related Building Setbacks are as follows:



Typical Single Family Lots

Building Setbacks

42.5' and 52.5' Lots		72' Lots	
Front	25 Ft.	Front	25 Ft.
Rear	25 Ft.	Rear	25 Ft.
Side	6 Ft.	Side	10 Ft.
Side Street	15 Ft.	Side Street	20 Ft.



Typical Townhome Lots

Building Setbacks

Front	25 Ft.
Rear	0 Ft.
Side	0 Ft.
Side Street	20 Ft.

Amenities

Various amenities are included in the Rowan Oak development plan within an overall 28.5 acres of open space. Open areas with trails, water features and a public park with two pickle ball courts are proposed in the Single-Family areas. A pool and cabana are proposed in the Townhome section next to two open play areas and a water feature. The Multi-Family portion will include a clubhouse, pool, two pickle ball courts, and a water feature.

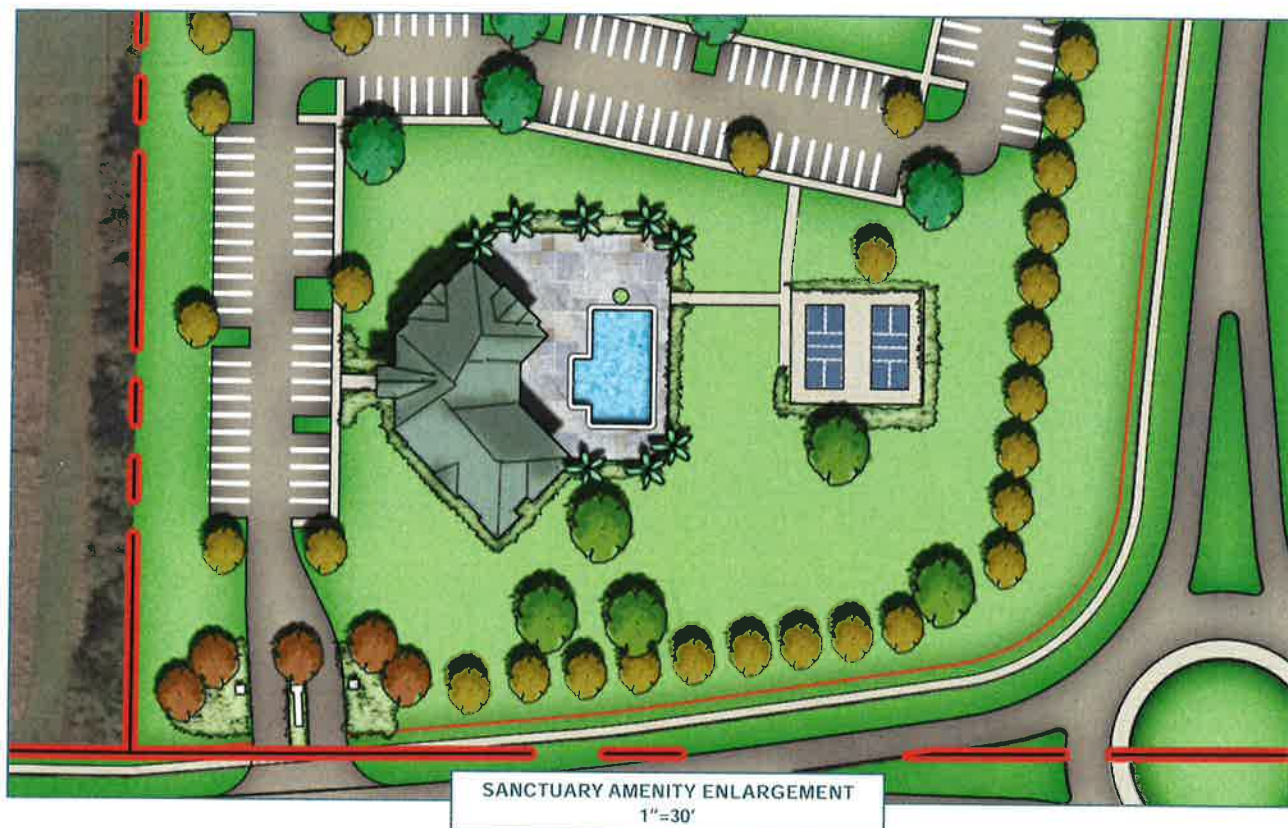
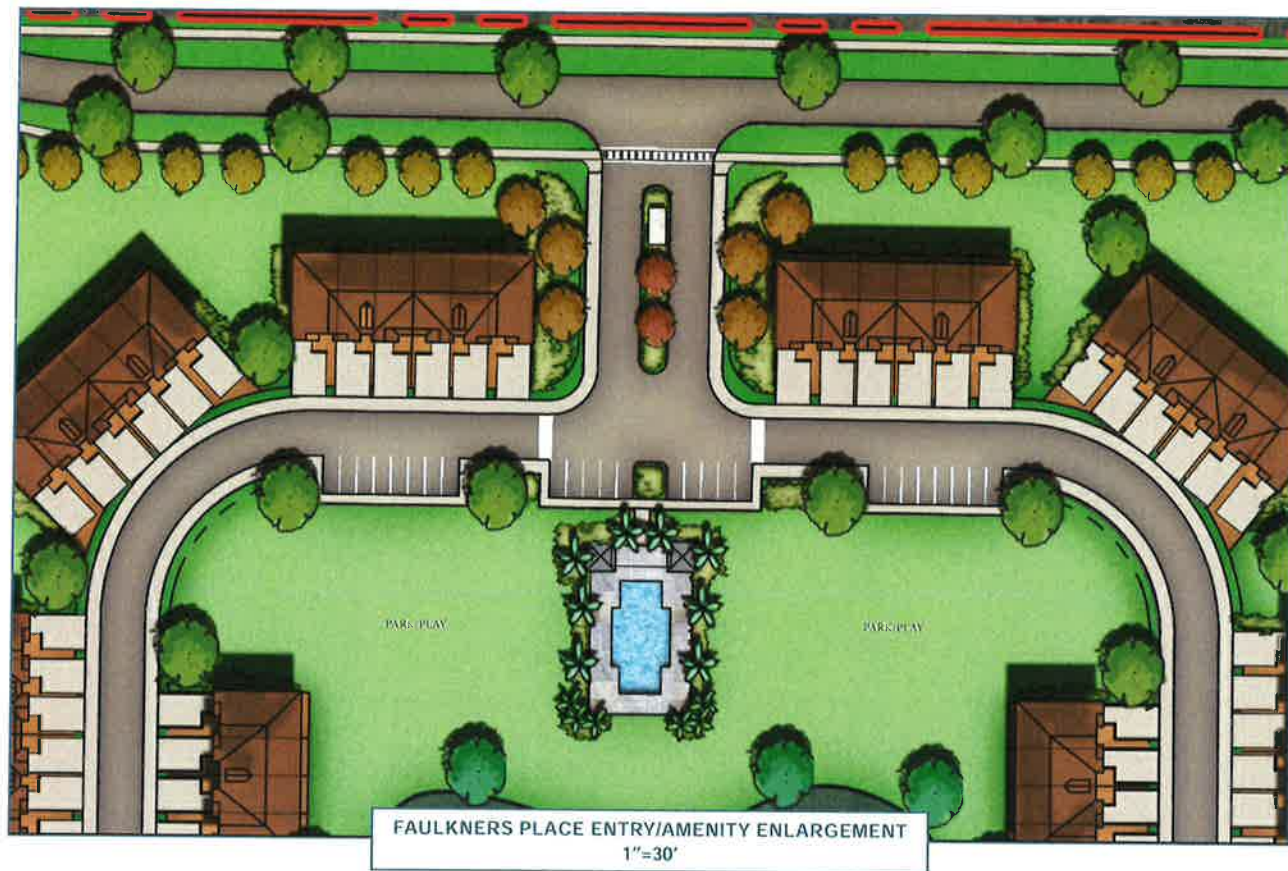
Additional Stipulations

- i. The use of vinyl siding shall be limited to fascia and soffits.
- ii. Minimum Building Setbacks for Single Family Detached Homes shall be as follows:
 - a. All front Setbacks shall be 25 feet.
 - b. All Rear Setbacks shall be 25 feet.
 - c. Side Setbacks for 72 foot wide Lots shall be 10 feet.
 - d. Side Setbacks for 42.5 foot wide and 52.5 foot wide Lots shall be 6 feet.
 - e. All Side Street Setbacks shall be 15 feet.
- iii. Minimum Building Setbacks for Townhomes shall be as follows:
 - a. Front Setbacks shall be 25 feet.
 - b. Side and Rear Setbacks shall be 0 (zero) feet
 - c. Minimum Spacing between buildings shall be 22 feet with spacing between eaves being a minimum of 20 feet.
- iv. Developer responsibility for traffic improvements will be limited to the following, per the Traffic Impact Study conducted by Neel Schaffer:
 - a. The northbound approach of Friendship Road to County Road 64 will be widened to provide a dedicated left turn lane within the existing Right-of-Ways. In the event the proposed northbound left turn lane will require additional Right-of-Way may limit the ability of constructing the proposed turn lane improvements if additional Right-of-Way can't be acquired. See Exhibit 1, herein.
- v. Access points and unit density are limited to counts provided in the proposed plan.
- vi. Developer reserves the right to alter the proposed phasing plan and change the order of construction from the proposed plan at a later date.
- vii. Rowan Oak PUD will be subject to City of Daphne Land Use & Development Ordinance, with latest codifications dated 01/12/2024, including all subsequent Plats, Phases, and Building Permits.
- viii. Non jurisdictional grady ponds to be filled in as a part of development.
- ix. Commercial property to be site-planned at a later date, subject to City of Daphne Land Use & Development Ordinance. Traffic studies to be conducted at time of development and any improvements, as applicable, to be constructed at time of development.
- x. Commercial land uses shall be consistent with the B-2, General Business, district as provided in the City of Daphne Land Use & Development Ordinance with latest codifications dated through 01/12/24 except that the following uses shall not be permissible in the Rowan Oak PUD:
 - Adult entertainment or adult/sex retail sale facilities;
 - Jail facilities, housing of detainees or inmates, community correction facilities of any kind;



EXHIBIT 1
Intersection Improvements by Developer
At Friendship Rd. and County Rd. 64



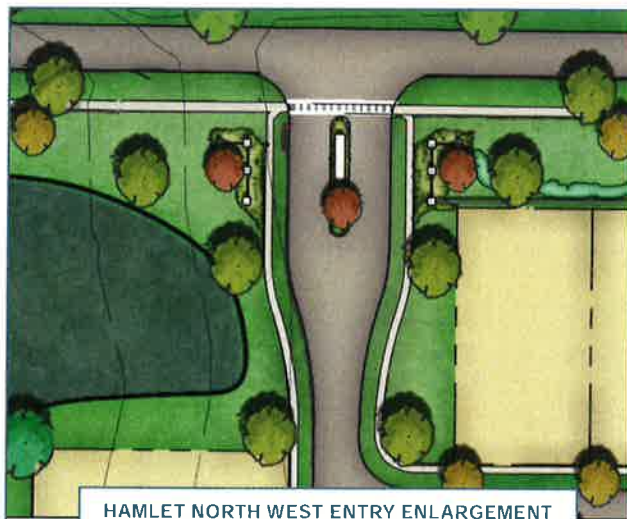




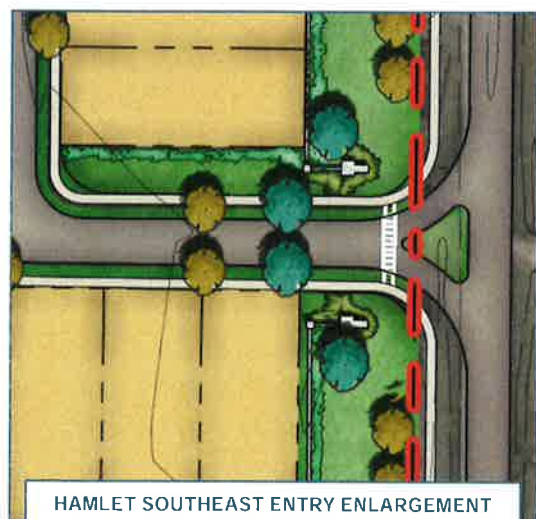
PUBLIC PARK ENLARGEMENT
1"=30'



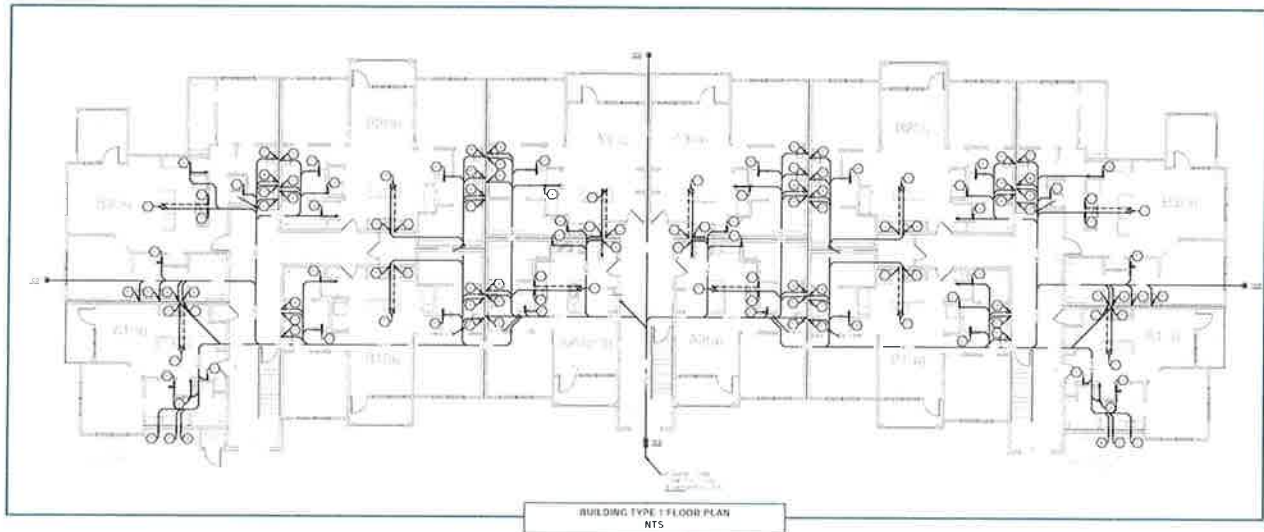
FAULKNERS PLACE POOL RESTROOMS
NTS



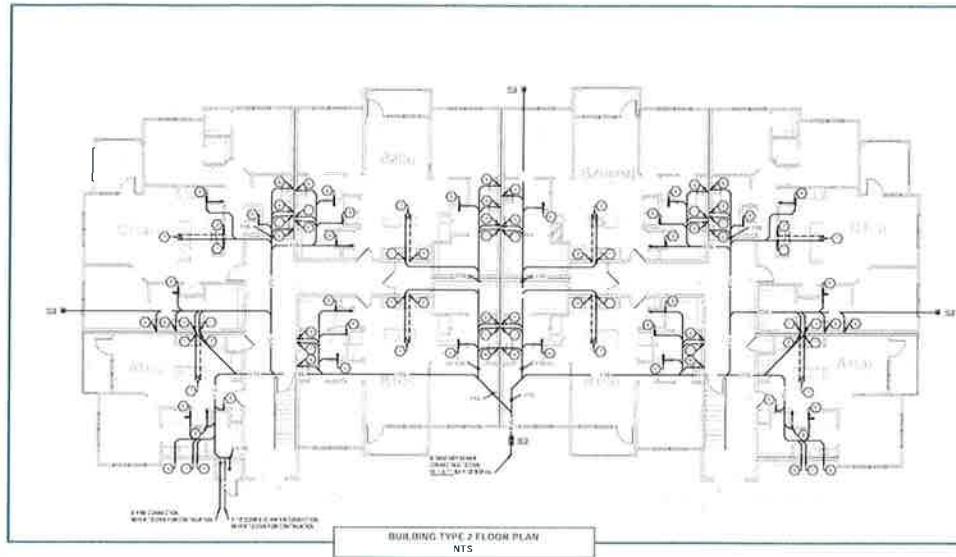
HAMLET NORTH WEST ENTRY ENLARGEMENT
1"=30'



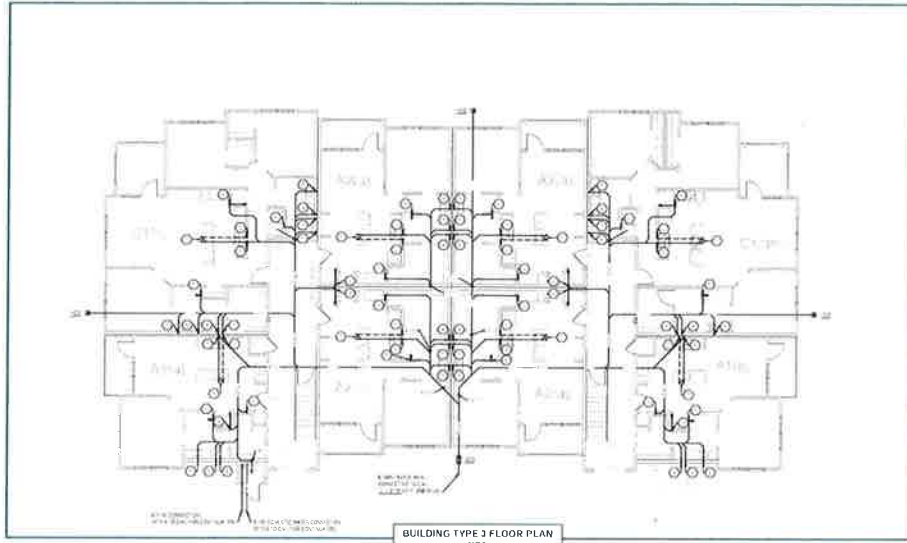
HAMLET SOUTHEAST ENTRY ENLARGEMENT
1"=30'



SANCTUARY BUILDING ELEVATIONS, BUILDING TYPE 1
NTS



SANCTUARY BUILDING ELEVATIONS, BUILDING TYPE 2
NTS

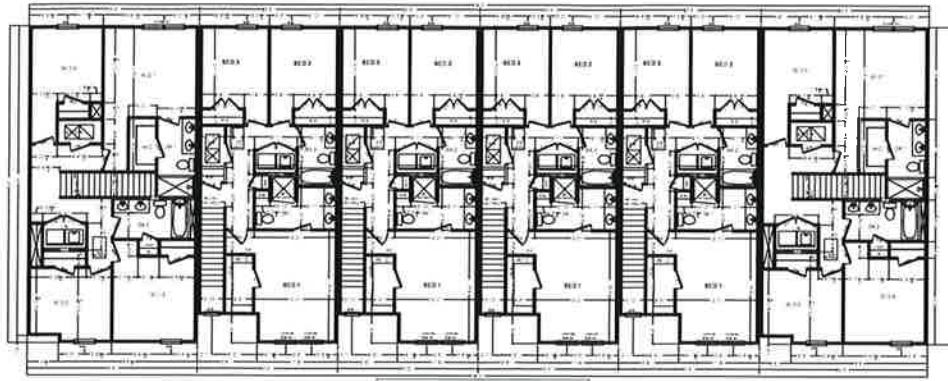


SANCTUARY BUILDING ELEVATIONS, BUILDING TYPE 3
NTS

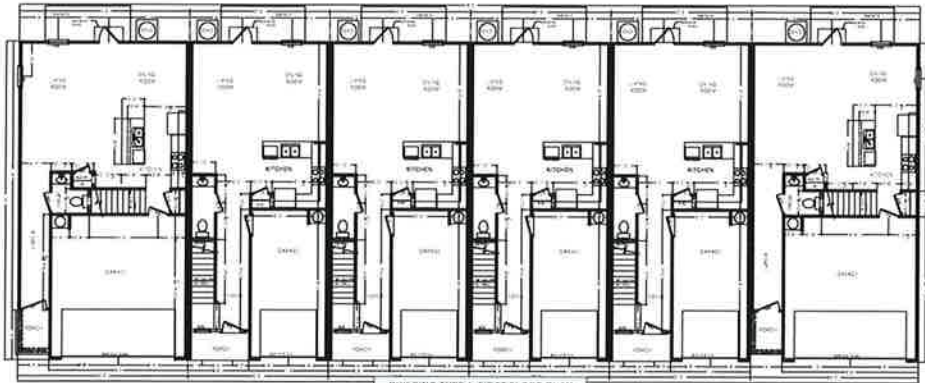
					
S1. STONE MANUFACTURER: EL DORADO STONE COLOR: LIGHT GREY PK-01 THIS APPLY TO CLUB/ LEASING	P1. PAINT MANUFACTURER: SHERWIN WILLIAMS COLOR: ECHEL WHITE SW 7570 SIDING, BALCONY SIDING	P2. PAINT MANUFACTURER: SHERWIN WILLIAMS COLOR: POLAR WIND SW 6210 BOARD & BATTEN	P3. PAINT MANUFACTURER: SHERWIN WILLIAMS COLOR: EXTRA WHITE SW 7000 TRIM, DOORS WINDOW TRIM & BRACKETS	P4. PAINT MANUFACTURER: SHERWIN WILLIAMS COLOR: IMPERIAL JAZZ SW 7185 THIS APPLY TO CLUB/ LEASING	P5. PAINT COLOR: BLACK STAIRS & BALCONY RAILINGS
					
M1. METAL ROOF MANUFACTURER: BURROCK COLOR: ZINC GREY THIS APPLY TO CLUB/ LEASING	R1. ROOF MANUFACTURER: 403 COLOR: DUAL BLACK	W1. WINDOWS MANUFACTURER: PFC-CAL COLOR: WHITE	W2. STOREFRONT MANUFACTURER: INS-WINDOWS COLOR: AAMA 2604 WHITE THIS APPLY TO CLUB/ LEASING	D1. DOWNSPOUTS MANUFACTURER: SENCY COLOR: WHITE	



SANCTUARY CLUBHOUSE ELEVATIONS
AND MATERIAL PALETTE



BUILDING TYPE 1, SECOND FLOOR PLAN
NTS



BUILDING TYPE 1, FIRST FLOOR PLAN
NTS

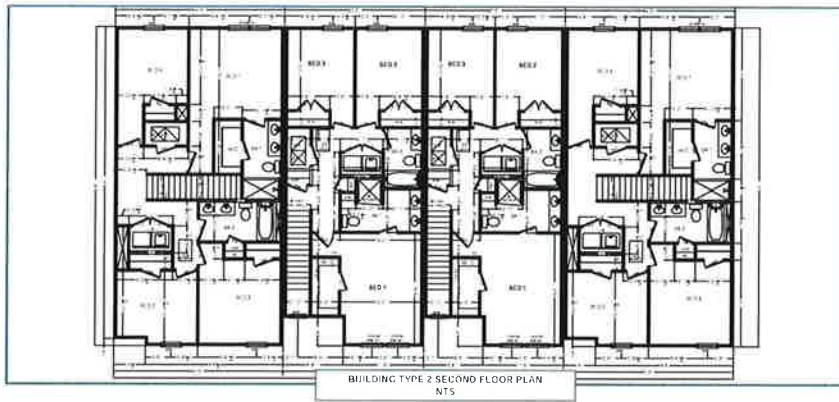
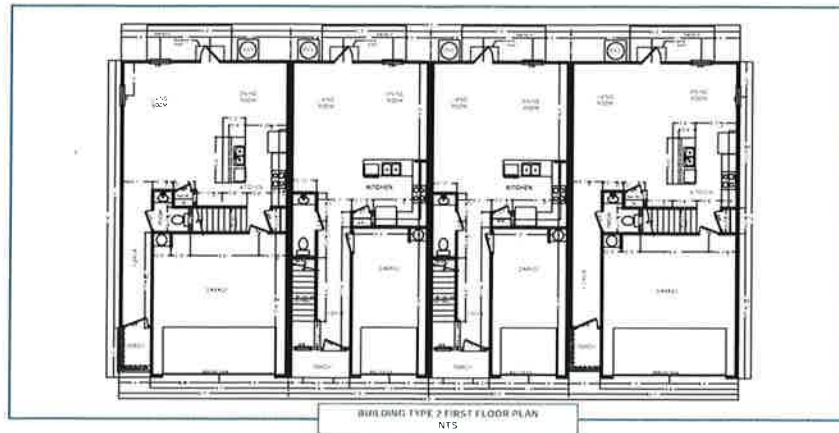


BUILDING TYPE 1, FRONT ELEVATION
NTS



BUILDING TYPE 1, BACK ELEVATION
NTS

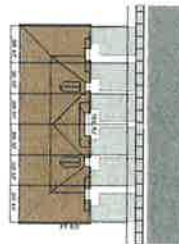
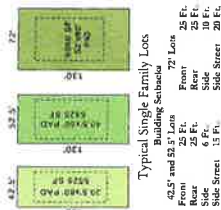
FAULKNERS PLACE BUILDING ELEVATIONS, BUILDING
TYPE 1



FAULKNERS PLACE BUILDING ELEVATIONS, BUILDING TYPE 2
NTS



Vicinity Map
1 inch = 1 Mile



Typical Townhome Lots

Front: 12' Ft. Rear: 12' Ft. Side: 28' Ft.

OWNERS

Sharon Boni
126 Iron Bridge Road
Sarver, PA 16055

John Christopher Boni
1365 Orchard Dr
New Kensington, PA 15068

68V Baldwin Holdings, LLC
707 Belrose Ave
Daphne, AL 36526

Esate of Thelma Marie Boni
Thomas Boni
1208 Belle Chene Drive
Mobile, AL 36693

Frederick Boni
2605 Springhill Ave
Mobile, AL 36607

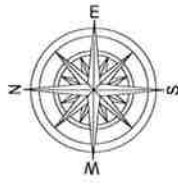
Developer

68 Ventures
707 Belrose Avenue
Daphne, AL 36526

Engineer/Surveyor
S.E. Civil Engineering & Surveying
9949 Windmill Road
Faulkner, AL 36532
Larry Smith, P.E. Lic. 26348
David Diehl, PLS Lic. 26014



"Landscaping"
Detailed Landscaping Plans will be provided for each Plot and Site and can be submitted for approval in accordance with Article 19 of the Daphne Land Use Development Ordinance.



A Planned Unit Development

TOTAL AREA	134.31 AC
Commercial	11.61 AC
Residential	122.26 AC
Townhomes	132
Multi-Family	204
42.5'x130's	103
52.5'x130's	96
72'x130's	59
TOTAL	594
Density	4.74 / Ac
Open Space	28.5 Ac (21%)
Current Zoning	RMF-6, RSF-2, RSF-E & B5 (Baldwin County)
Proposed Zoning	P.U.D. (Daphne)
Impervious Area	41.8 Acres (33%)

Parking	518
Single Family	2 Sp / unit
Additional	97
Total	396
Multi-Family	46
Additional	408
2 Sp / unit	45
Total	1310

Handicap Parking is provided for each Phase and Building Type based on current Daphne Land Use Ordinance

Utility Providers	Belmont Water
Water	Daphne Utilities
Sewer	Rivers
Power	AT&T
Telephone	

Building Data	Max	Max
Type	Max	Coverage
Single Family	Bldg. Ht.	Stories
Townhomes	35 Ft.	2-1/2
Multi-Family	35 Ft.	2-1/2
	50 Ft.	30% (Site)
		4
		30% (Site)



DEC 07-2023

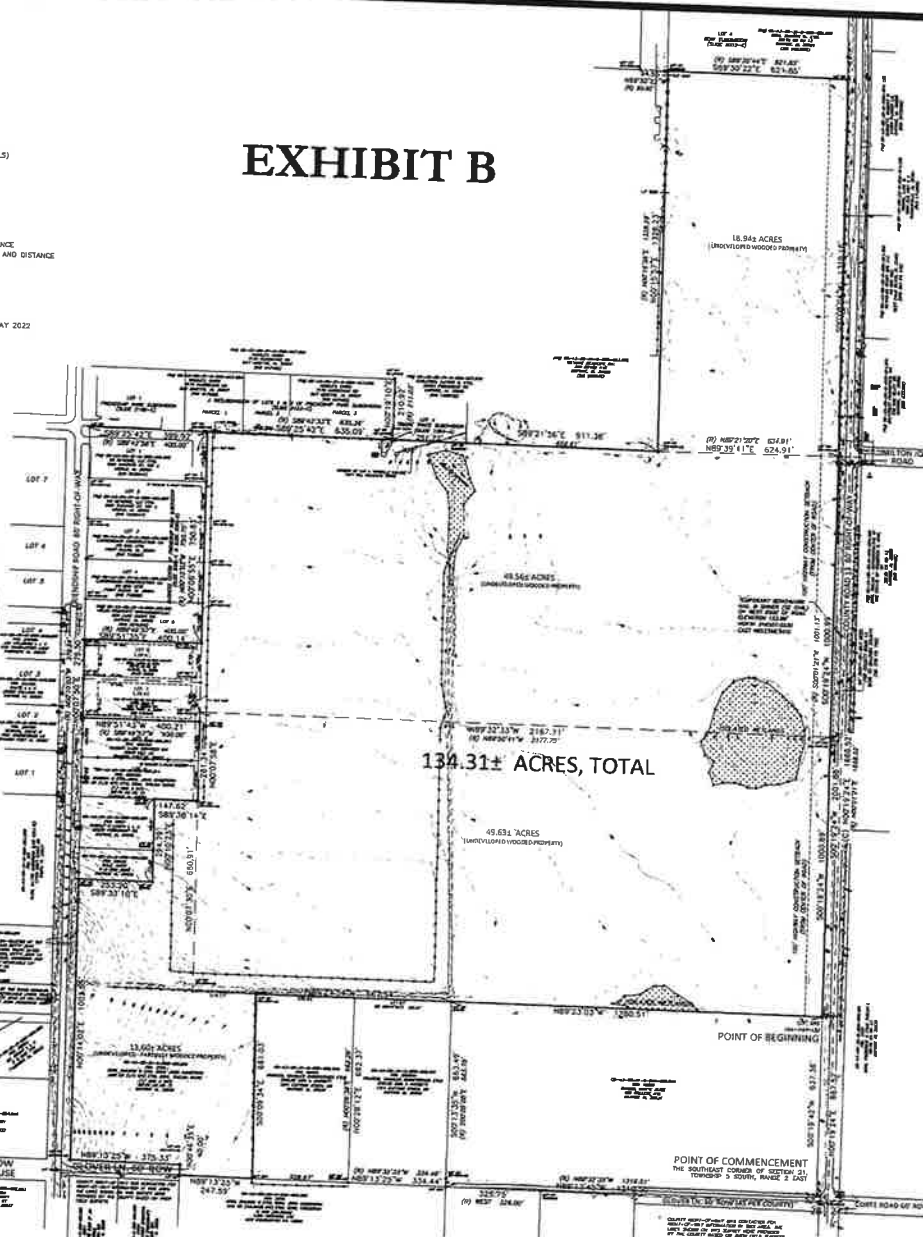
EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION

ROWAN OAK – PROPOSED PLANNED UNIT DEVELOPMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 667.52 FEET; THENCE RUN NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD NUMBER 13 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, CONTINUE NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 1280.51 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 89 DEGREES 27 MINUTES 54 SECONDS WEST, A DISTANCE OF 667.54 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 661.03 FEET TO A 3/4" OPEN TOP PIPE FOUND; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, A DISTANCE OF 247.59 FEET TO A 1/2" REBAR FOUND; THENCE RUN NORTH 00 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE NORTH RIGHT-OF-WAY OF GLOVER LANE; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY OF SAID GLOVER LANE, A DISTANCE OF 375.33 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE EAST RIGHT-OF-WAY OF FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 14 MINUTES 02 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID FRIENDSHIP ROAD, A DISTANCE OF 1003.65 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 33 MINUTES 10 SECONDS EAST, A DISTANCE OF 253.20 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 00 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 294.79 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE) ON THE SOUTH LINE OF BUSINESS CENTER OF FRIENDSHIP ROAD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2090-C AND SLIDE 2090-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 147.62 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN NORTH 00 DEGREES 07 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 281.34 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) AT THE SOUTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION; THENCE RUN NORTH 89 DEGREES 51 MINUTES 43 SECONDS WEST, ALONG THE SOUTH OF SAID LOT 7, A DISTANCE OF 400.21 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE SOUTHWEST CORNER OF SAID LOT 7 AND THE EAST RIGHT-OF-WAY OF THE AFOREMENTIONED FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 50 SECONDS

EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 279.50 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE NORTHWEST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, ALONG THE THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 400.14 FEET TO A 1/2" CAPPED REBAR FOUND (CA-1167-LS) AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE RUN NORTH 00 DEGREES 06 MINUTES 55 SECONDS EAST, ALONG SAID SUBDIVISION, A DISTANCE OF 750.83 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) ON THE SOUTH LINE OF A RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2422-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 25 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF SAID RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, A DISTANCE OF 635.09 FEET TO A 1/2" CAPPED REBAR FOUND (LS #10675) AT THE SOUTHWEST CORNER OF LOT 4 OF TRIONE TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1594-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 4 OF SAID TRIONE TRACE SUBDIVISION AND A PROJECTION THEREOF, A DISTANCE OF 911.38 FEET TO A 5/8" CAPPED REBAR FOUND (CA-0568-LS); THENCE RUN NORTH 00 DEGREES 15 MINUTES 57 EAST, A DISTANCE OF 1328.23 FEET TO 1/2" CAPPED REBAR FOUND (ILLEGIBLE) AT THE SOUTHWEST CORNER OF LOT 4 OF BONI SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2055-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 621.85 FEET TO A 1/2" REBAR FOUND ON THE AFOREMENTIONED WEST RIGHT-OF-WAY OF SAID COUNTY ROAD NUMBER 13; THENCE RUN SOUTH 00 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 1319.16 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2001.88 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 134.31 ACRES, MORE OR LESS.

[illegible]

PROPERTY LIES IN FLOOD ZONE "X" UNPAID AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER
01003C0632W, COMMUNITY NUMBER 015000, PANEL 0832, SUFFIX "M", REVISED DATE APRIL 18, 2019 AND
MAP NUMBER 01003C0635W, COMMUNITY NUMBER 015000, PANEL 0655, SUFFIX "M" REVISED DATE APRIL 18, 2019.

1. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
2. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAY OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS ROAD OR RAILWAY MONUMENTATION IS ALSO SHOWN.
3. SURVEY WAS CONDUCTED IN MAY, 2012, AND IS RECORDED IN AN ELECTRONIC FIELD BOOK.
4. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM AIRCRAFT FIELD TRAVELLERS, AND ARE BASED ON STATE PLANE GRID, ALABAMA WEST ZONE USING GPS OBSERVATION DATA.
5. THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, EFFECTIVE JANUARY 1, 2007.
6. THIS SURVEY IS A PROPERTY SURVEY SURVEY FOR FENCING, THE ONLY ADJUSTMENTS LOCATED HEREON ARE THOSE THAT AFFECT THE ADJACENT SURVEY.



I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE.

[illegible]

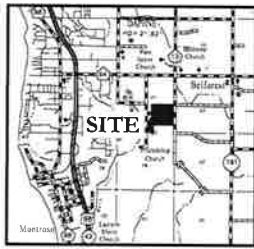
09-26-2023
DATE



68 Ventures

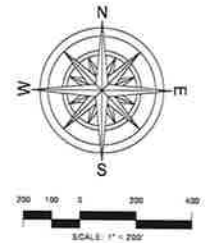
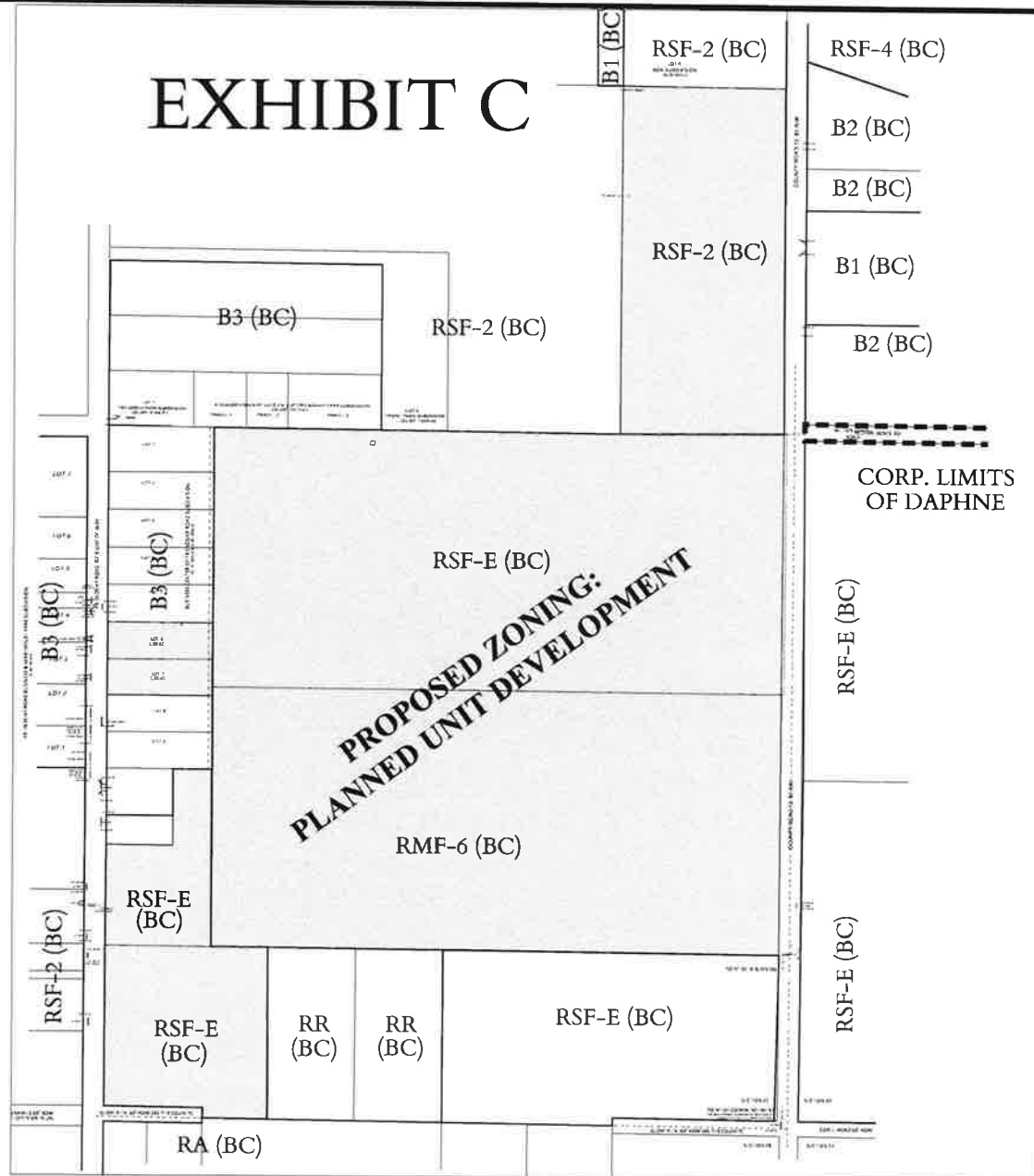
S.E. Civil
Engineering
& Surveying
P.O. BOX 10000, MOBILE, AL 36688
(205) 636-1111

DRAWN	JAF
CHECKED	DEC
PROJECT MGR	DEC
SCALE	1"=200'
PROJECT	26321
FILE	25221134-3



Vicinity Map
1 Inch = 1 Mile

EXHIBIT C



A Planned Unit Development

Owners

Louis and Sharon Boni
1365 Orchard Dr
New Kensington, PA 15068

Thelma Marie Boni (Trustee)
25170 Co Rd 13
Daphne, AL 36526

68V Baldwin Holdings, LLC
707 Belrose Ave
Daphne, AL 36526

Developer

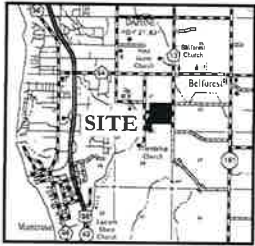
68 Ventures
707 Belrose Avenue
Daphne, AL 36526

Engineer/Surveyor

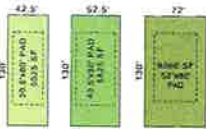
S.E. Civil Engineering & Surveying
9969 Windmill Road
Fairhope, AL 36532
Larry Smith, PE Lic 26348
David Diehl, PLS Lic 26014



DEC 07-2023

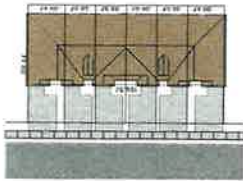


Vicinity Map
1 Inch = 1 Mile



Typical Single Family Lots

42.5' and 52.5' Lots		72' Lots	
Front	25 Ft.	Front	25 Ft.
Rear	25 Ft.	Rear	25 Ft.
Side	6 Ft.	Side	10 Ft.
Side Street	15 Ft.	Side Street	20 Ft.



Typical Townhome Lot

Building Setbacks	
Front	25 Ft.
Rear	5 Ft.
Side	0 Ft.
Side Street	20 Ft.

Owners

Sharon Boni
126 Iron Bridge Road
Sarver, PA 16055

John Christopher Boni
1365 Orchard Dr
New Kensington, PA 15068

68V Baldwin Holdings, LLC
707 Belrose Ave
Daphne, AL 36526

Estate of Thelma Marie Boni

Thomas Boni
1208 Belle Chene Drive
Mobile, AL 36693

Frederick Boni
2605 Springhill Ave
Mobile, AL 36607

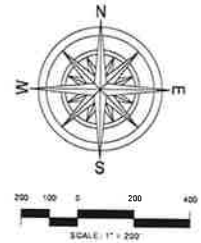
Developer

68 Ventures
707 Belrose Avenue
Daphne, AL 36526

Engineer/Surveyor

S.E. Civil Engineering & Surveying
9969 Windmill Road
Fairhope, AL 36532
Larry Smith, PE Lic 26348
David Diehl, PLS Lic 26014

"Landscaping"
Detailed Landscaping Plans will be provided for each Plat and Site Plan submitted for approval in accordance with Article 19 of the Daphne Land Use Development Ordinance.



A Planned Unit Development

TOTAL AREA	134.31 AC
Commercial	11.61 AC
Residential	125.26 AC
Townhomes	132
Multi-Family	204
42.5'x130's	103
52.5'x130's	96
72'x130's	59
TOTAL	594
Density	4.74 / Ac
Open Space	28.5 Ac (23%)

Current Zoning	RMF-6, RSF-2, RSF-E & B3(Baldwin County)
Proposed Zoning	P.U.D. (Daphne)
Impervious Area	41.8 Acres (33 %)

Parking

Single Family	
2 Sp / unit	518
Additional	97
Townhomes	
3 Sp / unit	396
Additional	46
Multi-Family	
2 Sp / unit	408
Additional	45
Total Parking	1510

Handicap Parking is provided for each Phase and Building Type based on current Daphne Land Use Ordinance

Utility Providers

Water	Belforest Water
Sewer	Daphne Utilities
Power	Riviera
Telephone	AT&T

Building Data

Type	Max. Bldg. Ht.	Max. Stories	Max. Coverage
Single Family	35 Ft.	2-1/2	35% (Lot)
Townhomes	35 Ft.	2-1/2	30% (Site)
Multi-Family	30 Ft.	4	30% (Site)

Exhibit D



DEC 07-2023

CITIZEN COMMENTS

January 24, 2024

Adrienne D. Jones, AICP
Director, Community Development
1705 Main Street
Daphne, AL 36526

Dear Ms. Jones,

We received your letter concerning the pre-zoning of the 68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate Pre-Zoning Amendment. I hope to make it to the meeting tomorrow, but may not be able to do so. We are clearing a house and garage for friends that had to be moved to Living Assistance.

Our property which is located at 25604 Friendship Road, Daphne, AL 36526 runs adjacent to the north side of that acreage. We have owned this property since 2001.

We have always appreciated the privacy afforded by woods on that property. We want to request:

1. The developer provide privacy fencing with landscaping along the adjoining line of the development.
2. We request a 50 foot buffer zone along the southern line parallel to our property.
3. We do not want traffic coming in and exiting too near our property.

We respectfully request that the Planning Commission receive copies of this letter, and are willing to meet and talk with relevant parties pertaining to this matter.

Sincerely,

Donna and Noel Eagleson
25604 Friendship Road
Daphne, AL 36526

Donna's email: donnahare71@hotmail.com
Noel's email: noeleagleson@gmail.com

Donna's phone: (251) 421-3896
Noel's phone: (251) 404-3216

EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION

ROWAN OAK – PROPOSED PLANNED UNIT DEVELOPMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 667.52 FEET; THENCE RUN NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD NUMBER 13 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, CONTINUE NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 1280.51 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 89 DEGREES 27 MINUTES 54 SECONDS WEST, A DISTANCE OF 667.54 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 661.03 FEET TO A 3/4" OPEN TOP PIPE FOUND; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, A DISTANCE OF 247.59 FEET TO A 1/2" REBAR FOUND; THENCE RUN NORTH 00 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE NORTH RIGHT-OF-WAY OF GLOVER LANE; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY OF SAID GLOVER LANE, A DISTANCE OF 375.33 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE EAST RIGHT-OF-WAY OF FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 14 MINUTES 02 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID FRIENDSHIP ROAD, A DISTANCE OF 1003.65 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 33 MINUTES 10 SECONDS EAST, A DISTANCE OF 253.20 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 00 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 294.79 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE) ON THE SOUTH LINE OF BUSINESS CENTER OF FRIENDSHIP ROAD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2090-C AND SLIDE 2090-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 147.62 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN NORTH 00 DEGREES 07 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 281.34 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) AT THE SOUTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION; THENCE RUN NORTH 89 DEGREES 51 MINUTES 43 SECONDS WEST, ALONG THE SOUTH OF SAID LOT 7, A DISTANCE OF 400.21 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE SOUTHWEST CORNER OF SAID LOT 7 AND THE EAST RIGHT-OF-WAY OF THE AFOREMENTIONED FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 50 SECONDS

EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 279.50 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE NORTHWEST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, ALONG THE THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 400.14 FEET TO A 1/2" CAPPED REBAR FOUND (CA-1167-LS) AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE RUN NORTH 00 DEGREES 06 MINUTES 55 SECONDS EAST, ALONG SAID SUBDIVISION, A DISTANCE OF 750.83 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) ON THE SOUTH LINE OF A RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2422-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 25 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF SAID RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, A DISTANCE OF 635.09 FEET TO A 1/2" CAPPED REBAR FOUND (LS #10675) AT THE SOUTHWEST CORNER OF LOT 4 OF TRIONE TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1594-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 4 OF SAID TRIONE TRACE SUBDIVISION AND A PROJECTION THEREOF, A DISTANCE OF 911.38 FEET TO A 5/8" CAPPED REBAR FOUND (CA-0568-LS); THENCE RUN NORTH 00 DEGREES 15 MINUTES 57 EAST, A DISTANCE OF 1328.23 FEET TO 1/2" CAPPED REBAR FOUND (ILLEGIBLE) AT THE SOUTHWEST CORNER OF LOT 4 OF BONI SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2055-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 621.85 FEET TO A 1/2" REBAR FOUND ON THE AFOREMENTIONED WEST RIGHT-OF-WAY OF SAID COUNTY ROAD NUMBER 13; THENCE RUN SOUTH 00 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 1319.16 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2001.88 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 134.31 ACRES, MORE OR LESS.

COMMUNITY DEVELOPMENT



January 26, 2024

68V Baldwin Land Holding, LLC
707 Belrose Avenue
Daphne, AL 36526

**Subject: Rowan Oak Pre-Zoning Application Status #PZA24-01 &
Annexation Petition Project Status #ANX24-01**

Dear 68V Baldwin Land Holding, LLC,

On January 25, 2024, the Daphne Planning Commission set forth a favorable recommendation to the City Council to approve the pre-zoning request from RSF-E, Residential Single Family Estate, RMF-6, Multiple Family, RSF-2, Single Family Residential, and B-3, General Business, Baldwin County, District 15 in the Extraterritorial Jurisdiction of Daphne to PUD, Planned Unit Development.

Additionally, the Planning Commission also set forth a favorable recommendation to the City Council to approve the annexation of the 134.31-acre subject property.

Documentation of these recommendations will be sent to the City Clerk for further processing.

If you have any questions, feel free to contact me.

Sincerely,

Adrienne D. Jones, AICP
Community Development Director & Zoning Administrator

cc: Candace G. Antinarella, City Clerk
David Diehl – Email
File

Candace G Antinarella, CMC/MMC

From: Adrienne Jones, AICP
Sent: Thursday, February 08, 2024 10:14 AM
To: Candace G Antinarella, CMC/MMC
Cc: JK
Subject: RE: Rowan Oak Development

Candace,
Mr. Kolb has submitted his comments for the Council's consideration for the upcoming Rowan Oak pre-zoning hearing. Thank you, Mr. Kolb, for your submission.

Take care,
Adj



Adrienne Jones, AICP
Community Development Director
ajones@daphneal.com
City of Daphne, Alabama - "The Jubilee City"
Phone: 251-620-1700 Web: www.daphneal.com

From: JK <jkolb11@yahoo.com>
Sent: Thursday, February 8, 2024 9:46 AM
To: Adrienne Jones, AICP <ajones@daphneal.com>
Subject: Rowan Oak Development

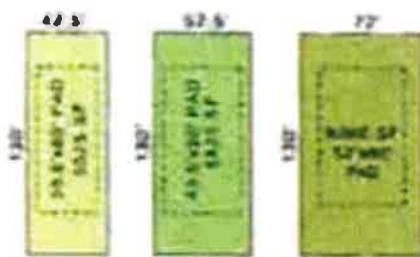
To Whom It May Concern,

I was recently made aware of a proposed development near Friendship road off of CR 64. Anyone who uses 64 knows it does not do a good job of handling the current load of vehicles. Another large subdivision would exacerbate the current traffic count. The developer should have to produce a traffic study to show it will not cause additional chaos on 64 or perhaps the developer should invest in the additional lanes needed for more traffic.

Jeremiah Kolb
Daphne, AL

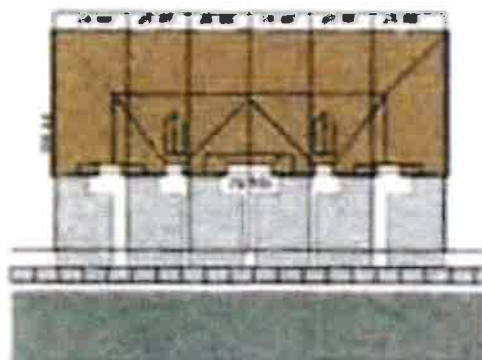


Vicinity Map
1 inch = 1 Mile



Typical Single Family Lot
Building Setbacks

42.5' and 52.5' Lots		77' Lot	
Front	25 Ft.	Front	25 Ft.
Rear	25 Ft.	Rear	25 Ft.
Side	6 Ft.	Side	10 Ft.
Side Street	15 Ft.	Side Street	20 Ft.



Typical Townhome Lot

Building Setbacks	
Front	25 Ft.
Rear	5 Ft.
Side	6 Ft.
Side Street	20 Ft.

Owners

Sharon Burt

'Landscaping'
Detailed Landscaping Plan will be provided for each Plot and Site Plan submitted for approval in accordance with Article 10 of the Daphne Land Use Development Ordinance.



Candace G Antinarella, CMC/MMC

From: Adrienne Jones, AICP
Sent: Thursday, February 08, 2024 10:54 AM
To: Candace G Antinarella, CMC/MMC
Cc: Brook
Subject: RE: Rowan Oaks Development

Candace,

Brook Cotton has submitted comments for the Council's consideration for the upcoming Rowan Oak pre-zoning hearing. Thank you, Brook, for your submission.

Take care,
Adj



Adrienne Jones, AICP
Community Development Director
ajones@daphneal.com
City of Daphne, Alabama - "The Jubilee City"
Phone: 251-620-1700 Web: www.daphneal.com

-----Original Message-----

From: Brook <bbcott07@gmail.com>
Sent: Thursday, February 8, 2024 10:49 AM
To: Adrienne Jones, AICP <ajones@daphneal.com>
Subject: Rowan Oaks Development

Ms. Jones,

I'm not sure if this is the correct process for doing this, but as a resident of Daphne living in the Bell Forest area, I would like to voice my objections to the proposed Rowan Oaks subdivision.

Besides being gut-wrenching to see the very reasons we moved to this community being destroyed for the sake of cookie-cutter subdivisions, there are other reasons this development is problematic. I do understand that many people live here but work in Mobile, so the explosion of housing development is to accommodate the needs of people moving from across the bay and not just the needs of people that live AND work in Baldwin County. However, when considering development of Daphne, we should also be considering WHY people chose Daphne vs Mobile or Foley or Gulf Shores, etc. People chose Daphne because they don't actually want to be in a bigger city with lots of traffic. They don't want to be living on top of their neighbors. They don't want to be surrounded by tourists and transient people, or be subject to the inflated prices of the tourist industry. People chose Daphne because of the views of undeveloped agricultural and forested lands. People chose Daphne for its quieter pace of life. People chose Daphne for its reputation for family and safety. People chose Daphne because of the good schools. I'm telling you this as a military spouse, whose family chose to retire here, after having lived in a variety of other places. I'm telling you this as someone who has had years of access to forums where other military members and their families have discussed the pros and cons of where they've been stationed and where they have chosen to find housing.

But the uncontrolled development of the area is completely demolishing all of the reasons for why anyone would choose to live here. I live in a neighborhood on 64 that was established over 25 years ago. The increase in traffic on 64 over the past 2-3 years has been astronomical and detrimental. The same with 13. Both of those roads are full of potholes and crumbling roadsides. There has been an increase in traffic-related accidents, especially at 181/64. The roundabout at 64/13 was exceeding capacity almost as soon as it was built. County Rd 64 can't really be widened to accommodate the increased traffic without taking private property and

ruining the value of the remaining private property. And yet....this city continues to approve development of large subdivisions that dump directly onto these roads, without first making any effort to repair and bolster the infrastructure.

The good schools that people moved here for are quickly meeting and/or exceeding capacity, with kids sitting in portables. We could wait for the money and opportunity to build more schools, but that just means that money that could have been spent on technology and additional facilities, such as athletic fields, has to be used for starting at ground zero again. Daphne already has probably more public schools than any other city in Baldwin County. None of which (elementary or middle) appear to have a great science, STEM or robotics program, because those things require technology.

The safety that people move here for is also dissolving around us. In addition to the increase in traffic accidents, there's been an increase in crime, including homicide. And just recently, I was made aware of the multiple homeless camps located in various areas throughout the city. More of those transient folks that are stopping at this busy location on the interstate so that they can panhandle and scam because there's a higher chance no one will remember them or find them in the crowd of people.

Even our wildlife and other natural resources are taking a hit. Again with the traffic, but I've definitely seen an increase in wildlife roadkill....which usually involves cars....which ultimately impacts insurance rates for an area. The waste water treatment plant is overwhelmed, leading to sewage releases into the bay. So who actually wants to consume anything they catch in the Jubilee City? That alone should really hit home....when the inability to maintain, let alone improve, infrastructure is causing an immediate and lasting negative impact to one of the things the city is internationally known for. And the area wetlands are disappearing by the minute to cookie-cutter housing. Rowan Oaks is an excellent example of the destruction of our wetlands.

Specific to the Rowan Oaks development, it will have a direct negative impact to the infrastructure, roads (especially 64 and 13), traffic, schools, insurance rates, natural resources and safety of the city. I really don't understand how Daphne continues to keep getting it wrong. The cart does not go before the horse. It's becoming more evident that the priority is simply on improving the bank accounts of a few, particularly those associated with 68 Ventures, to the point that they have the means to live (and give their tax dollars to) other cities outside of the one with which they're being so careless.

Concerned resident,
Brook Cotton

Candace G Antinarella, CMC/MMC

From: Adrienne Jones, AICP
Sent: Thursday, February 08, 2024 6:47 PM
To: Candace G Antinarella, CMC/MMC
Cc: Stanette Miller
Subject: RE: Daphne development

Candace,

Stanette Miller has submitted comments for the Council's consideration for the upcoming Rowan Oak pre-zoning hearing.

Thank you, Stanette, for your submission.

Take care,
Adj



Adrienne Jones, AICP
Community Development Director
ajones@daphneal.com
City of Daphne, Alabama - "The Jubilee City"
Phone: 251-620-1700 Web: www.daphneal.com

From: Stanette Miller <stanettesmiller@gmail.com>
Sent: Thursday, February 8, 2024 12:21 PM
To: Adrienne Jones, AICP <ajones@daphneal.com>
Subject: Daphne development

Dear Ms Jones

I am writing to voice my concern over the development of Rowan Oak on Friendship Road. I live in a subdivision off county 64. I moved in 24 years ago. The surrounding area was attractive as so much was undeveloped. Now I am in the middle of an explosion. The massive apartment complex at 64 & 13 already has traffic at a stand still. I have trouble leaving my neighborhood every day. Now 68 ventures comes in with another 500 plus development.

Schools are at capacity.

The 2 lane roads are inadequate for this amount of traffic. Also the additional development with out police and fire protection. Daphne can not sustain this many people. If affects everyone in the area. I love Daphne, but it is unrecognizable. 68 ventures is ruining our city.

Sincerely

Stanette Miller

Candace G Antinarella, CMC/MMC

From: Adrienne Jones, AICP
Sent: Friday, February 09, 2024 8:58 AM
To: Candace G Antinarella, CMC/MMC
Cc: Keaton Bertagnolli
Subject: RE: You're ruining our lives

Candace,

Keaton Bertagnolli has submitted comments for the Council's consideration for the upcoming Rowan Oak pre-zoning hearing.

Thank you, Keaton Bertagnolli, for your submission.

Take care,
Adj



Adrienne Jones, AICP
Community Development Director
ajones@daphneal.com
City of Daphne, Alabama - "The Jubilee City"
Phone: 251-620-1700 Web: www.daphneal.com

From: Keaton Bertagnolli <kbeez293@gmail.com>
Sent: Thursday, February 8, 2024 6:52 PM
To: Adrienne Jones, AICP <ajones@daphneal.com>
Subject: You're ruining our lives

You're a low life for allowing the Friendship Road development to continue.

Hope you get voted out/fired soon :)

Candace G Antinarella, CMC/MMC

From: Adrienne Jones, AICP
Sent: Friday, February 09, 2024 8:59 AM
To: Candace G Antinarella, CMC/MMC
Cc: Corey McCain
Subject: RE: Friendship RD project

Candace,

Corey McCain has submitted comments for the Council's consideration for the upcoming Rowan Oak pre-zoning hearing.

Thank you, Corey McCain, for your submission.

Take care,
Adj



Adrienne Jones, AICP
Community Development Director
ajones@daphneal.com
City of Daphne, Alabama - "The Jubilee City"
Phone: 251-620-1700 Web: www.daphneal.com

-----Original Message-----

From: Corey McCain <corey.mccain@icloud.com>
Sent: Thursday, February 8, 2024 7:14 PM
To: Adrienne Jones, AICP <ajones@daphneal.com>
Subject: Friendship RD project

Hi,

This project should not be approved. Daphne lacks the ability to take care of property within the confines of its current city limits until all of the roads are 100% and Daphne can actually provide the same services from the same providers at every address proceeding with any projects should be stopped. Stop Annexing property that you can't/wont take care of.

- Corey McCain
980-328-0937

Sent from my iPhone

Candace G Antinarella, CMC/MMC

From: Adrienne Jones, AICP
Sent: Friday, February 09, 2024 2:47 PM
To: Candace G Antinarella, CMC/MMC
Cc: Judy Wilson
Subject: RE: Rowan Oak Development

Candace,

Judy Wilson has submitted comments for the Council's consideration for the upcoming Rowan Oak pre-zoning hearing.

Thank you, Judy Wilson, for your submission.

Take care,
Adj



Adrienne Jones, AICP
Community Development Director
ajones@daphneal.com
City of Daphne, Alabama - "The Jubilee City"
Phone: 251-620-1700 Web: www.daphneal.com

-----Original Message-----

From: Judy Wilson <jsw516@bellsouth.net>
Sent: Friday, February 9, 2024 2:42 PM
To: Adrienne Jones, AICP <ajones@daphneal.com>
Subject: Rowan Oak Development

What a wonderful place to live-this Daphne, AL! Its friendly, small-town charm welcomed us warmly when we arrived here more than thirty years ago. Needless to say, the secret is out, and others are coming to enjoy that same wonderful lifestyle. Sadly and eventually, that would change.

But what I'm hearing about the Rowan Oak development is so outlandish that I'm prompted to put my objections in writing and on the record—for what that's worth.

My understanding is that when completed, 594 new residences will make up the Rowan Oak development. Some things that I feel should be considered are:

Each dwelling is likely to house at least two residents. The adult residents will likely drive their own vehicles. That's 1,188 minimum additional cars! Some households will have teenagers driving as well. Have any of those people asked to approve this development driven on County Road 64 lately? Have they driven on Friendship Road recently? Has anyone driven on Milton Jones Road?

Regarding the makeup of residences in Rowan Oakland, there will be students who will be attending area schools. Some will attend private schools, but most of their parents will opt to send their students to a public school in Daphne. Could the schools handle that increased enrollment?

Will Daphne Utilities or Belforest Water or Riviera Utilities or the City of Daphne have the capacity to provide service to these 594 households?

As whoever reads my remarks should readily see, this proposal deserves close scrutiny and ample opportunity for community input. Is this something that Daphne residents welcome, or should the "pause" button be hit while this proposal is given scrutiny with a

fine-tooth comb?

Thank you for passing along my concerns to whatever body will be making such a monumental decision.

Sincerely

Judy Wilson
8254 County Road 64
Apt. 1303
Daphne, AL 36526

Sent from my iPad

Candace G Antinarella, CMC/MMC

From: Adrienne Jones, AICP
Sent: Tuesday, February 13, 2024 11:12 AM
To: Candace G Antinarella, CMC/MMC
Cc: Phyllis Brunette
Subject: RE: Apartment and housingconstruction - Rowan Oak

Candace,

Phyllis Buzbee has submitted comments for the Council's consideration for the upcoming Rowan Oak pre-zoning hearing.

Thank you, Ms. Buzbee, for your submission.

Take care,
Adj



Adrienne Jones, AICP
Community Development Director
ajones@daphneal.com
City of Daphne, Alabama - "The Jubilee City"
Phone: 251-620-1700 Web: www.daphneal.com

From: Phyllis Brunette <pelaineb806@gmail.com>
Sent: Tuesday, February 13, 2024 11:05 AM
To: Adrienne Jones, AICP <ajones@daphneal.com>
Subject: Apartment and housingconstruction

It is my understanding that our input to you concerning the housing growth to the Baldwin county area is worth listening to by you. Please, please stop! It is impossible to navigate through the roads now because of inadequate infrastructure not to mention medical needs and shopping! We are unable to get onto Hwy 31 now within reasonable time. Sometimes 15 minutes. Police are of no help at this time because of the needs. The people of this county, especially the Eastern Shore are totally fed up with outside developers coming in, destroying the area and then leaving with their checks! Please help the people of this community maintain the pleasure of peaceful and comfortable living!

Sincerely
P Buzbee

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: January 29, 2024
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development *AG*
SUBJECT: 68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate Annexation Petition

PRESENT ZONING: RSF-E, Residential Single Family Estate, RMF-6, Multiple Family, RSF-2, Single Family Residential, and B-3, General Business, Baldwin County District 15, in the Extraterritorial Planning Jurisdiction of Daphne

LOCATION: Southwest of the intersection of County Road 13 and Milton Jones Road

RECOMMENDATION: At the January 25, 2024 regular meeting of the City of Daphne Planning Commission, seven members were present and the motion carried unanimously for a favorable recommendation for the above mentioned annexation petition.

Attached please find the appropriate documentation and action of the Daphne Planning Commission.

Upon receipt of said documentation, please prepare an ordinance for placement on the City Council agenda to set a public hearing.

Thank you,
ADJ/jv

1. Community Development Report and Supplemental Documents
2. Petition for Annexation
3. Legal Description (Exhibit A)
4. Boundary Survey (Exhibit B)
5. Zoning Exhibit (Exhibit C)

ANNEXATION PETITION ROWAN OAK

68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate



ROWAN OAK ANNEXATION REQUEST

The applicant proposes to annex the subject property into the corporate limits. The site meets the contiguity requirement because the land abuts County Road 13, a road right-of-way which is inside the Daphne corporate limits.

RECOMMENDATION

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. Staff recommends approval of the request to annex this property into the City of Daphne. On January 25, 2024, the Planning Commission unanimously voted to set forth a favorable recommendation to approve the annexation petition.

Excerpt from Article 23-1 Procedure [for Annexation Requests]

The application shall be reviewed by the Planning Commission at its next regular meeting and said Commission shall have thirty (30) calendar days from said regular meeting within which to submit a recommendation to the City Council. If the Commission fails to submit a recommendation to the City Council within the thirty (30) calendar day period, it shall be deemed to have approved the proposed amendment...Before enacting any amendment to this Ordinance, a public hearing thereon shall be held by the City Council with proper notice as required by law. Said public hearing shall be held at the earliest possible time to consider the proposed annexation, and the Council shall take action on said proposed annexation within forty-five (45) calendar days from the date of the public hearing except in the case where the tentative action is not in accordance with the Planning Commission's certified recommendation.

23-2 PROCEDURE FOR ZONING NEWLY ANNEXED LAND

Any land annexed to the City of Daphne hereafter shall be classified as an R-1, Low Density Single Family Residential District unless otherwise recommended by the Planning Commission through the zoning amendment procedure provided in Article 22-1, Zoning Amendment Procedures. In such case, City Council may consider, after due process of publication and hearing as required by law, specific applications to zone newly annexed land into one or more existing or proposed new zoning classifications recommended by the Planning Commission.

APPLICATION & SUPPLEMENTAL INFORMATION

ROWAN OAK
Included PINs

3724

256846

250366

250367

261844

3726

ROWAN OAK

Owners of Parcels Included for Annexation and Prezoning

Louis And Sharon Boni
1365 Orchard Avenue
New Kensington, Pa 15068
18.94 Acres
Pin 3724

Sharon & John Christopher Boni
1365 Orchard Avenue
New Kensington, Pa 15068
49.56 Acres
Pin 256846

Thelma Marie Boni
25170 County Road 13
Daphne, Al 36526
49.636 Acres
Pin 261844

Sharon, John Christopher And Thelma Marie Boni
25170 County Road 13
Daphne, Al 36526
13.60 Acres
Pin 3726

Sharon, John Christopher And Thelma Marie Boni
25170 County Road 13
Daphne, Al 36526
1.28 Acres
Pin 250366

68v Baldwin Land Holdings Llc
707 Belrose Avenue
Daphne, Al 36526
1.28 Acres
Pin 250367

STATE OF ALABAMA
COUNTY OF BALDWIN

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY
OF THE CITY OF DAPHNE, ALABAMA**

(_____)

The undersigned corporation, 68V Baldwin Land Holdings, LLC, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, ROWAN OAK PUD (Pin 250367), to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of the petition:

1. **Description of Property:** The description of the property which the petitioner requests to be annexed into the City of Daphne is described in **Exhibit "A"** attached hereto and made a part of this petition as fully set out herein (**the "Property"**).
2. **Map of Property:** Attached hereto as **Exhibit "B"** and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.
3. **Owner:** The petitioner, 68V Baldwin Holdings LLC, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.
4. **Specific Conditions:** This petition is conditioned upon the adoption of an ordinance, which shall include specifically the conditions requested below upon annexing the said property into the corporate limits of the City of Daphne.

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

5. **Code:** This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 11th day of December, 2023

Respectfully submitted,



Name of Corporation BBV Baldwin Land Holdings, LLC

By: Nathan L. Cox

Its: Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Whitney Watson, the undersigned Notary Public in and for said county and state, hereby certify that Nathan L. Cox whose name as Manager of BBV Baldwin Land Holdings, LLC, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

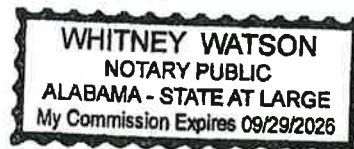
Given under my hand and official seal this the 11th day of December, 2023.


NOTARY PUBLIC

My commission expires: Sept. 29, 2026

Corporation's Address

707 Belrose Ave
Daphne, AL 36526



ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of the described real property do hereby execute and file this written petition asking and requesting that our property be annexed into the corporate limits of the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975.

Initials: N

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached.

Initials: N

We certify that the property is a single or multiple parcels under single or multiple ownership. Circle appropriate response:

Initials: N

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne.

Initials: N

SELECT ONE OF THE FOLLOWING OPTIONS

☒ Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): Planned Unit Development, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: N

Or

☐ Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: N

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 11th day of December, 2022.

Legal Description Attached (Exhibit A)? Yes Map or Survey Attached (Exhibit B)? Yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? No Acreage 1.28 AC
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners OR principle of corporation's designee:

Signature: N Signature: _____

Printed Name: Nathan L. Cox Printed Name: _____

Mailing Address: 707 Belvoir Ave Mailing Address: _____

Daphne, AL 36532

STATE OF ALABAMA
COUNTY OF BALDWIN

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY
OF THE CITY OF DAPHNE, ALABAMA**

(_____)

THOMAS & FREDERICK G. BONI

The undersigned, ESTATE OF THELMA MARIE BONI, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, ROWAN OAK PUD (PIN # 261844), to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of its petition:

1. **Description of Property:** The description of the property which the petitioner requests to be annexed into the City of Daphne is described in **Exhibit "A"** attached hereto and made a part of this petition as fully set out herein (the "**Property**").

2. **Map of Property:** Attached hereto as **Exhibit "B"** and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.

THOMAS & FREDERICK G. BONI

3. **Owner:** The petitioner, ESTATE OF THELMA MARIE BONI, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.

4. **Specific Conditions:** This petition is conditioned upon the adoption of an ordinance, which shall specifically include the conditions requested below upon annexing the property into the corporate limits of the City of Daphne.

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

5. **Code:** This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 21 day of November, 2023

Respectfully submitted by,

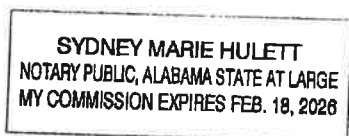
Thomas Boni
Name of Owner (Print)

[Signature]
Name of Owner (Signature)

STATE OF Alabama
COUNTY OF Baldwin

I, Sydney Marie Hulet, the undersigned Notary Public in and for said county and state, hereby certify that Thomas Boni has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of November, 2023



Sydney Marie Hulet
NOTARY PUBLIC

My commission expires: Feb 18 2026

Owner's Address

1206 Belle Chene Drive
Mobile AL 36693

DATED this 29 day of November, 2023

Respectfully submitted by,

Frederick G. Boni, Jr.

Name of Owner (Print)

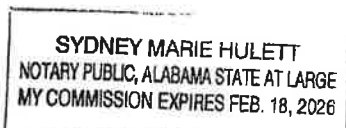
[Signature]

Name of Owner (Signature)

STATE OF Alabama
COUNTY OF Baldwin

I, Sydney Marie Hulet, the undersigned Notary Public in and for said county and state, hereby certify that Frederick G. Boni, Jr. has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19 day of November, 2023



Sydney Marie Hulet
NOTARY PUBLIC

My commission expires: Feb 18 2026

Owner's Address

2605 Springhill Ave.
Mobile, AL 36607

ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975.

Initials: JB

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached.

Initials: JB

We certify that the property is a single or multiple parcels under single or multiple ownership.

Initials: JB

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne.

Initials: JB

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): PUD, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: JB

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: _____

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 21 day of November, 2023

Legal Description Attached (Exhibit A)? YES Map or Survey Attached (Exhibit B)? YES
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? NO Acreage 49.63 AC
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: [Signature] Signature: _____

Printed Name: Thomas Goni Printed Name: _____

Mailing Address: 1208 Belle Mailing Address: _____
Chene Drive
Mobile, AL 36693

ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975.

Initials: _____

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached.

Initials: _____

We certify that the property is a single or multiple parcels under single or multiple ownership.

Initials: _____

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne.

Initials: _____

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): PUD, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: _____

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: _____

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 21st day of November 2022.

Legal Description Attached (Exhibit A)? yes Map or Survey Attached (Exhibit B)? yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? no Acreage 49.63 AC
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: [Signature] Signature: _____

Printed Name: Frederick G. Bojor Printed Name: _____

Mailing Address: 2605 Spring Hill Ave Mailing Address: _____
Mobile, AL 36607

STATE OF ALABAMA

COUNTY OF BALDWIN

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY
OF THE CITY OF DAPHNE, ALABAMA**

(_____)

The undersigned, SHARON AND JOHN CHRISTOPHER BONI, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, ROWAN OAK PUD (PIN # 256846), to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of its petition:

1. **Description of Property:** The description of the property which the petitioner requests to be annexed into the City of Daphne is described in **Exhibit "A"** attached hereto and made a part of this petition as fully set out herein (**the "Property"**).

2. **Map of Property:** Attached hereto as **Exhibit "B"** and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.

3. **Owner:** The petitioner, SHARON & JOHN CHRISTOPHER BONI, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.

4. **Specific Conditions:** This petition is conditioned upon the adoption of an ordinance, which shall specifically include the conditions requested below upon annexing the property into the corporate limits of the City of Daphne.

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

5. **Code:** This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 28 day of November, 2023

Respectfully submitted by,

Name of Owner (Print) John Christopher Boni

Name of Owner (Signature) [Signature]

STATE OF PA
COUNTY OF Butler

I, VANCE WAGNER, the undersigned Notary Public in and for said county and state, hereby certify that JOHN CHRISTOPHER BONI has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of NOVEMBER, 2023

Commonwealth of Pennsylvania - Notary Seal
Vance Wagner, Notary Public
Butler County
My commission expires December 22, 2024
Commission number 1211810
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC [Signature]

My commission expires: 12/22/2024

Owner's Address

1365 Orchard Ave
New Kensington, PA 15068

DATED this 28th day of November, 2023

Respectfully submitted by,

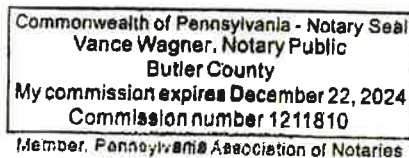
Sharon Ann Boni
Name of Owner (Print)

Sharon Ann Boni
Name of Owner (Signature)

STATE OF PA
COUNTY OF BUTLER

I, VANCE WAGNER, the undersigned Notary Public in and for said county and state, hereby certify that SHARON ANN BONI has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of NOVEMBER, 2023



V-W
NOTARY PUBLIC

My commission expires: 12/22/2024

Owner's Address

126 Iron Bridge Road
Sarver, PA 16055

ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975.

Initials: PCZ SGB

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached.

Initials: PCZ SGB

We certify that the property is a single or multiple parcels under single or multiple ownership.

Initials: PCZ SGB

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne.

Initials: PCZ SGB

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): PUD, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: PCZ SGB

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: _____

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 28 day of November 2023.

Legal Description Attached (Exhibit A)? Yes Map or Survey Attached (Exhibit B)? YES
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? No Acreage 49.56 AC
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: John Christopher Boni Signature: Sharon Ann Boni

Printed Name: John Christopher Boni Printed Name: Sharon Ann Boni

Mailing Address: 1365 Orchard Ave Mailing Address: 126 Iron Bridge Road
New Kensington, PA 15068 Sarver, PA 16055

STATE OF ALABAMA
COUNTY OF BALDWIN

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY
OF THE CITY OF DAPHNE, ALABAMA**

(_____)

The undersigned, SHARON BONI, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, ROWAN OAK PUD (pin #3724), to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of its petition:

1. **Description of Property:** The description of the property which the petitioner requests to be annexed into the City of Daphne is described in **Exhibit "A"** attached hereto and made a part of this petition as fully set out herein (**the "Property"**).
2. **Map of Property:** Attached hereto as **Exhibit "B"** and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.
3. **Owner:** The petitioner, SHARON BONI, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.
4. **Specific Conditions:** This petition is conditioned upon the adoption of an ordinance, which shall specifically include the conditions requested below upon annexing the property into the corporate limits of the City of Daphne.

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

5. **Code:** This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 28th day of November, 2023

Respectfully submitted by,

Name of Owner (Print) Sharon Ann Boni

Name of Owner (Signature) Sharon Ann Boni

STATE OF PA
COUNTY OF BUTLER

I, VANCE WAGNER, the undersigned Notary Public in and for said county and state, hereby certify that SHARON Ann Boni has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

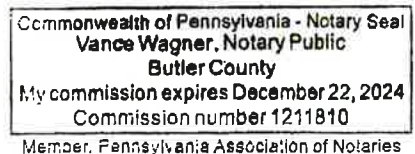
Given under my hand and official seal this the 28 day of NOVEMBER, 2023

NOTARY PUBLIC V. Wagner

My commission expires: 12/22/2024

Owner's Address

126 Iron Bridge Road
Sarver, PA 16055



ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975.

Initials: SAB

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached.

Initials: SAB

We certify that the property is a single or multiple parcels under single or multiple ownership.

Initials: SAB

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne.

Initials: SAB

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): PUD, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: SAB

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: _____

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 28th day of Nov., 2023.

Legal Description Attached (Exhibit A)? yes Map or Survey Attached (Exhibit B)? yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? no Acreage 13.6 AC
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: Sharon Ann Boni

Signature: _____

Printed Name: Sharon Ann Boni
126 Iron Bridge Road

Printed Name: _____

Mailing Address: Sarver, PA 16055

Mailing Address: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

**PETITION FOR ANNEXATION OF CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE MUNICIPALITY
OF THE CITY OF DAPHNE, ALABAMA**

(_____)

The undersigned THOMAS, FREDERICK,
SHARON AND JOHN CHRISTOPHER BONI, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, ROWAN OAK PUD (PIN #'S 3726, 250366), to be annexed into the City of Daphne, a municipal corporation incorporated under the laws of the State of Alabama, and submits the following in support of its petition:

1. **Description of Property:** The description of the property which the petitioner requests to be annexed into the City of Daphne is described in **Exhibit "A"** attached hereto and made a part of this petition as fully set out herein (**the "Property"**).

2. **Map of Property:** Attached hereto as **Exhibit "B"** and made a part of this petition, is a map of the property showing its relationship to the corporate limits of the municipality of the City of Daphne.

THOMAS, FREDERICK,
SHARON AND JOHN
CHRISTOPHER BONI
3. **Owner:** The petitioner, CHRISTOPHER BONI, is the owner of the property hereby sought to be annexed into the corporate limits of the City of Daphne.

4. **Specific Conditions:** This petition is conditioned upon the adoption of an ordinance, which shall specifically include the conditions requested below upon annexing the property into the corporate limits of the City of Daphne.

Requested zoning, if other than R-1: PUD

Any other conditions which may apply upon annexation:

5. **Code:** This Petition is filed pursuant to the provisions of Article 21, Chapter 42, Title 11, Code of Alabama, 1975, as amended.

DATED this 21 day of November, 2023

Respectfully submitted by,

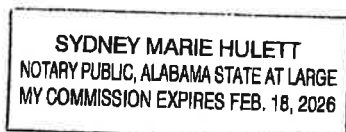
Thomas Boni
Name of Owner (Print)

[Signature]
Name of Owner (Signature)

STATE OF Alabama
COUNTY OF Baldwin

I, Sydney Marie Hulet, the undersigned Notary Public in and for said county and state, hereby certify that Thomas Boni has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of November, 2023



Sydney Marie Hulet
NOTARY PUBLIC

My commission expires: Feb 18 2026

Owner's Address

1208 Belle Chene Drive
Mobile, AL 36693

DATED this 29 day of November, 2023

Respectfully submitted by,

Frederick G. Boni, Jr.

Name of Owner (Print)

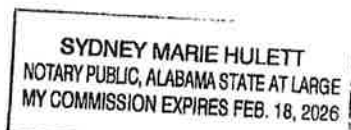
[Signature]

Name of Owner (Signature)

STATE OF Alabama
COUNTY OF Baldwin

I, Sydney Marie Hulet, the undersigned Notary Public in and for said county and state, hereby certify that Frederick G. Boni Jr. has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29 day of November, 2023



Sydney Marie Hulet
NOTARY PUBLIC

My commission expires: Feb 18 2026

Owner's Address

2605 Springhill Ave.
Mobile, AL 36607

DATED this 28 day of November, 2023

Respectfully submitted by,

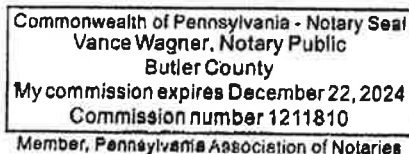
Name of Owner (Print) John Christopher Boni

Name of Owner (Signature) [Signature]

STATE OF PA
COUNTY OF BUTLER

I, VANCE WAGNER, the undersigned Notary Public in and for said county and state, hereby certify that JOHN CHRISTOPHER BONI has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of NOVEMBER, 2023



NOTARY PUBLIC [Signature]

My commission expires: 12/22/2024

Owner's Address

1365 Orchard Ave
New Kensington, PA 15068

DATED this 28th day of November, 2023

Respectfully submitted by,

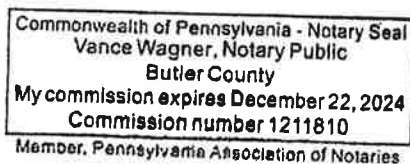
Sharon Ann Boni
Name of Owner (Print)

Sharon Ann Boni
Name of Owner (Signature)

STATE OF PA
COUNTY OF BUTLER

I, VANCE WAGNER, the undersigned Notary Public in and for said county and state, hereby certify that SHARON ANN BONI has signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of NOVEMBER, 2023



[Signature]
NOTARY PUBLIC

My commission expires: 12/22/2024

Owner's Address

126 Iron Bridge Road
Sarver, PA 16055

ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975.

Initials: ACB SCLB

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached.

Initials: ACB SCLB

We certify that the property is a single or multiple parcels under single or multiple ownership.

Initials: ACB SCLB

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne.

Initials: ACB SCLB

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): PUD, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: ACB SCLB

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: _____

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 28 day of November 2023.

Legal Description Attached (Exhibit A)? yes Map or Survey Attached (Exhibit B)? yes
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? no Acreage 13.6 AC & 1.28 AC
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: John Christopher Boni Signature: Sharon Ann Boni

Printed Name: John Christopher Boni Printed Name: Sharon Ann Boni
1365 Orchard Ave 126 Iron Bridge Road

Mailing Address: New Kensington, PA 15068 Mailing Address: Salver, PA 16055

ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975.

Initials: JB

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached.

Initials: JB

We certify that the property is a single or multiple parcels under single or multiple ownership.

Initials: JB

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne.

Initials: JB

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): _____, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: _____

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: JB

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the 21 day of November, 2023

Legal Description Attached (Exhibit A)? YES Map or Survey Attached (Exhibit B)? YES

Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission

Attached (Exhibit C)? NO Acreage 13.60 ac & 1.28 ac

Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: [Signature] Signature: _____

Printed Name: Thomas Boni Printed Name: _____

Mailing Address: 1208 Belle Mailing Address: _____
Chere Drive
Mobile, AL
36685

ADDITIONAL INFORMATION

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file this written petition asking and requesting that our property as described be annexed to the City of Daphne, Alabama, under the authority of Section 11-42-20 through 11-42-24, Code of Alabama 1975.

Initials: _____

We further certify that said property is contiguous to the city limits of Daphne, Alabama. A map and written legal description of said property is hereto attached.

Initials: _____

We certify that the property is a single or multiple parcels under single or multiple ownership.

Initials: _____

We certify that we fully understand that upon annexation, the subject property shall be subject to all laws and codes administered by the City of Daphne, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Daphne.

Initials: _____

Option# 1: We do hereby request pre-zoning of the subject property to the following zoning classification(s): PUD, and certify that a petition for rezoning, associated fees and documents have been submitted prior to or concurrently with this petition.

Initials: _____

Or

Option# 2: We do hereby certify that we understand fully that upon annexation the subject property will be zoned R-1, Low Density Single Family Residential.

Initials: _____

We do hereby request that the Planning Commission and City Council give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Daphne, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this, the _____ day of _____, 20____.

Legal Description Attached (Exhibit A)? YES Map or Survey Attached (Exhibit B)? YES
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission
Attached (Exhibit C)? NO Acreage 13.6 AC & 1.28 AC
Subdivision Name _____ Lot Number(s) _____

Names and Signature of ALL property owners:

Signature: [Signature] Signature: _____

Printed Name: Frederick G. Boni Jr. Printed Name: _____

Mailing Address: 2605 Spring Hill Ave Mailing Address: _____
Mobile, AL 36607

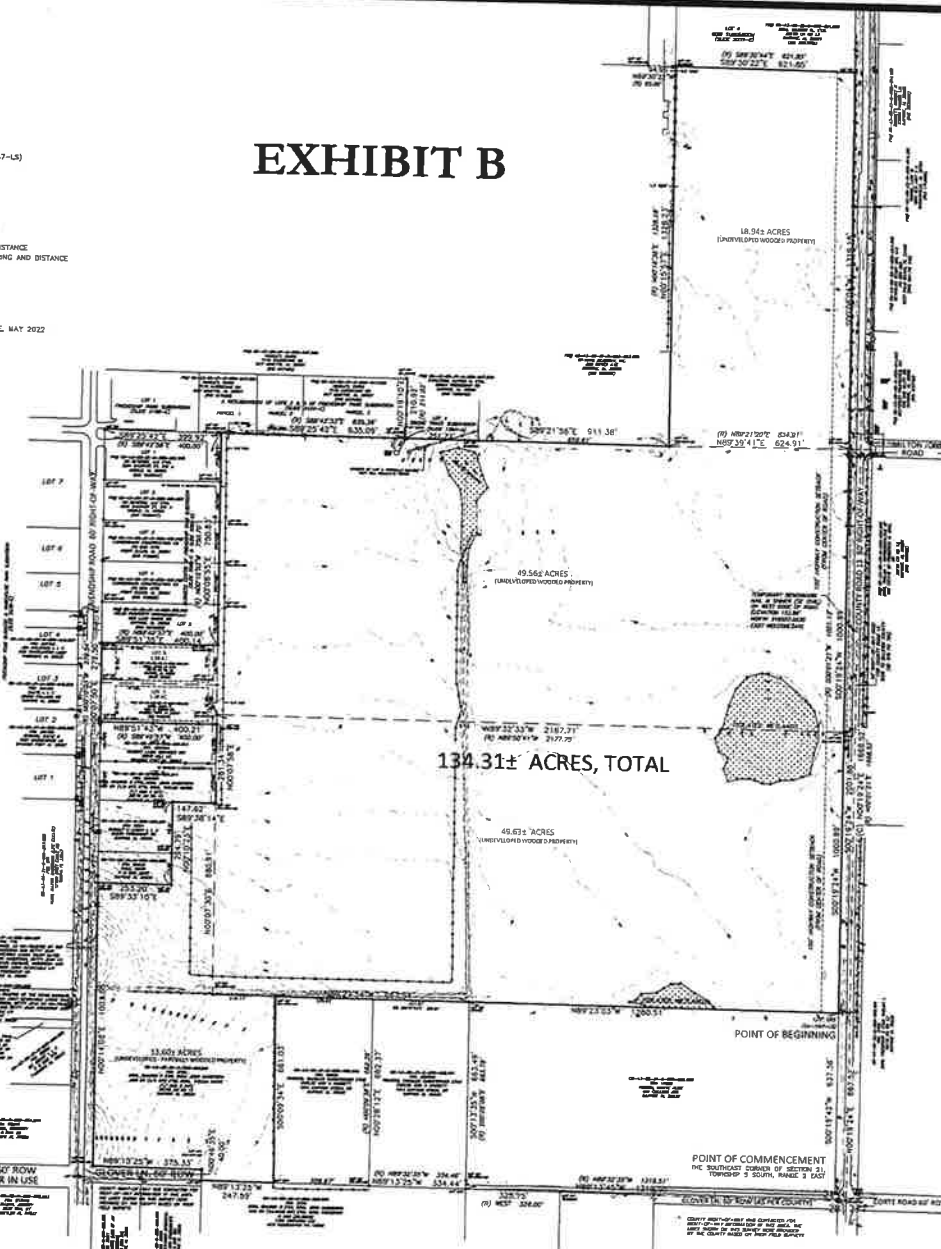
EXHIBIT A

LEGAL DESCRIPTION FOR ANNEXATION

ROWAN OAK – PROPOSED PLANNED UNIT DEVELOPMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 667.52 FEET; THENCE RUN NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD NUMBER 13 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, CONTINUE NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 1280.51 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 89 DEGREES 27 MINUTES 54 SECONDS WEST, A DISTANCE OF 667.54 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 661.03 FEET TO A 3/4" OPEN TOP PIPE FOUND; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, A DISTANCE OF 247.59 FEET TO A 1/2" REBAR FOUND; THENCE RUN NORTH 00 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE NORTH RIGHT-OF-WAY OF GLOVER LANE; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY OF SAID GLOVER LANE, A DISTANCE OF 375.33 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE EAST RIGHT-OF-WAY OF FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 14 MINUTES 02 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID FRIENDSHIP ROAD, A DISTANCE OF 1003.65 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 33 MINUTES 10 SECONDS EAST, A DISTANCE OF 253.20 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 00 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 294.79 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE) ON THE SOUTH LINE OF BUSINESS CENTER OF FRIENDSHIP ROAD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2090-C AND SLIDE 2090-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 147.62 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN NORTH 00 DEGREES 07 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 281.34 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) AT THE SOUTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION; THENCE RUN NORTH 89 DEGREES 51 MINUTES 43 SECONDS WEST, ALONG THE SOUTH OF SAID LOT 7, A DISTANCE OF 400.21 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE SOUTHWEST CORNER OF SAID LOT 7 AND THE EAST RIGHT-OF-WAY OF THE AFOREMENTIONED FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 50 SECONDS

EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 279.50 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE NORTHWEST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, ALONG THE THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 400.14 FEET TO A 1/2" CAPPED REBAR FOUND (CA-1167-LS) AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE RUN NORTH 00 DEGREES 06 MINUTES 55 SECONDS EAST, ALONG SAID SUBDIVISION, A DISTANCE OF 750.83 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) ON THE SOUTH LINE OF A RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2422-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 25 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF SAID RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, A DISTANCE OF 635.09 FEET TO A 1/2" CAPPED REBAR FOUND (LS #10675) AT THE SOUTHWEST CORNER OF LOT 4 OF TRIONE TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1594-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 4 OF SAID TRIONE TRACE SUBDIVISION AND A PROJECTION THEREOF, A DISTANCE OF 911.38 FEET TO A 5/8" CAPPED REBAR FOUND (CA-0568-LS); THENCE RUN NORTH 00 DEGREES 15 MINUTES 57 EAST, A DISTANCE OF 1328.23 FEET TO 1/2" CAPPED REBAR FOUND (ILLEGIBLE) AT THE SOUTHWEST CORNER OF LOT 4 OF BONI SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2055-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 621.85 FEET TO A 1/2" REBAR FOUND ON THE AFOREMENTIONED WEST RIGHT-OF-WAY OF SAID COUNTY ROAD NUMBER 13; THENCE RUN SOUTH 00 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 1319.16 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2001.88 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 134.31 ACRES, MORE OR LESS.

[illegible]

PROPERTY LIES IN FLOOD ZONE "V" UNSHEDD AS SHELLED FROM FLOOD INSURANCE RATE MAP NUMBER
 01600000224, COMMUNITY NUMBER 015000, PANEL 0632, SUFFIX "A", REVISED DATE APRIL 18, 2019 AND
 MAP NUMBER 01600000255, COMMUNITY NUMBER 015000, PANEL 0655, SUFFIX "A", REVISED DATE APRIL 18,
 2019.

1. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
2. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAY OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
3. SURVEY WAS CONDUCTED IN DAY, SEEN, AND IS RECORDED IN AN ELECTRONIC FIELD BOOK.
4. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ALIANT FIELD TRANSDUCERS, AND ARE BASED ON STATE PLANE, GDA, ALABAMA STATE ZONE USING GPS OBSERVATIONS.
5. THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE "STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, EFFECTIVE JANUARY 1, 2017."
6. THIS SURVEY IS A PROPERTY BOUNDARY SURVEY FOR RECORDING. THE ONLY IMPROVEMENTS LOCATED HEREON ARE THOSE THAT SURVEY THE BOUNDARIES.

[illegible]

DAVID E. DEER AL. P.L.S. NO. 26014 03-26-2023 DATE

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

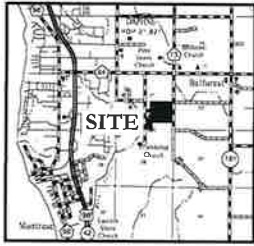


Boundary & Topographic Survey

68 Ventures

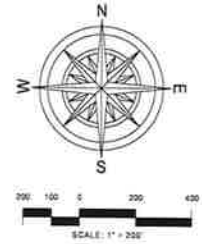
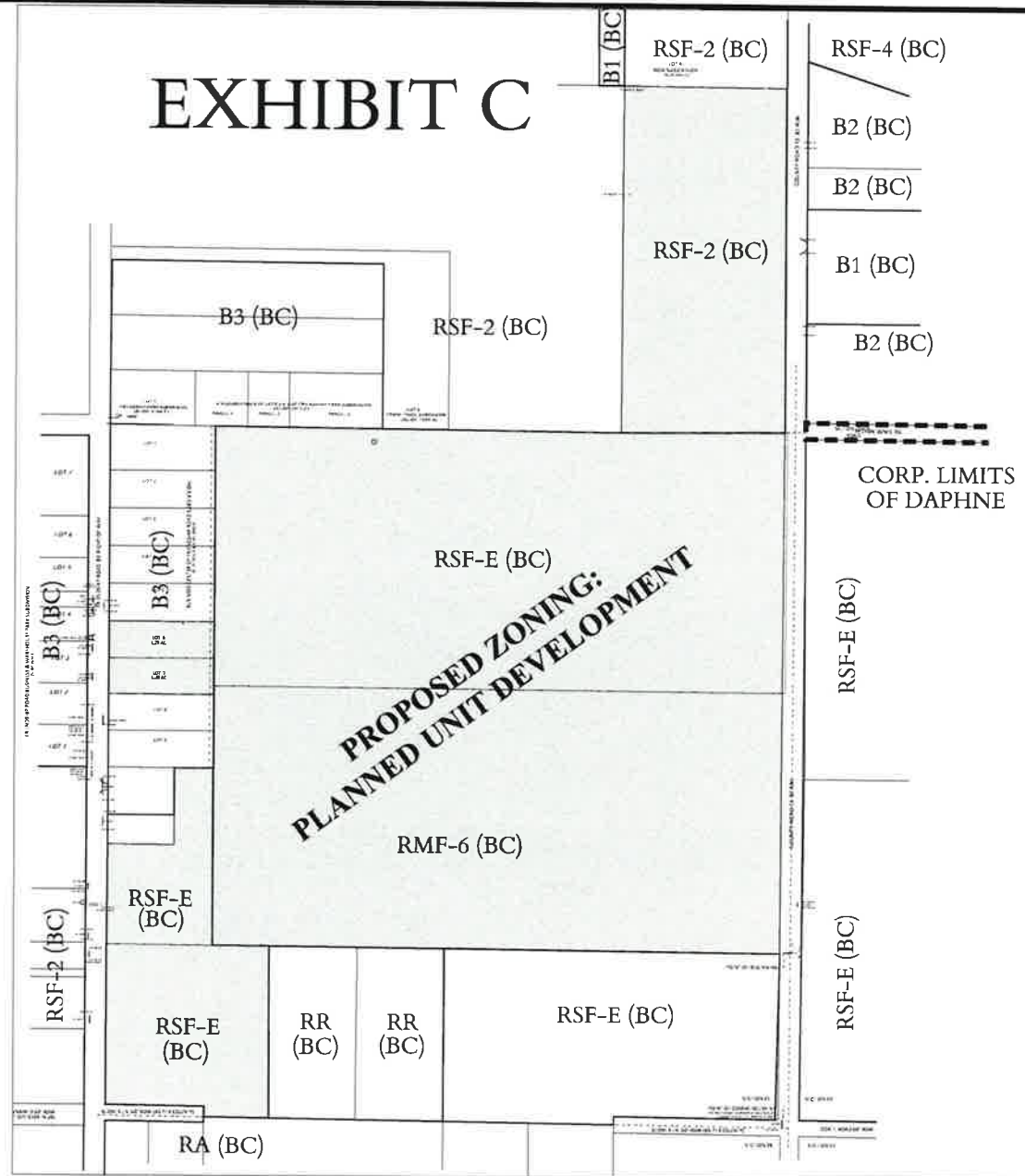


DRAMA	1/5
CHRD.	DEB
PROD / MGR	DEB
SCALE	17x200
PROJECT	20321134
FILE	1322154-2nd
SHEET	1 OF 1



Vicinity Map
1 Inch = 1 Mile

EXHIBIT C



A Planned Unit Development

Owners

Louis and Sharon Boni
1365 Orchard Dr
New Kensington, PA 15068

Thelma Marie Boni (Trustee)
25170 Co Rd 13
Daphne, AL 36526

68V Baldwin Holdings, LLC
707 Belrose Ave
Daphne, AL 36526

Developer

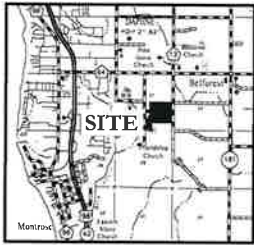
68 Ventures
707 Belrose Avenue
Daphne, AL 36526

Engineer/Surveyor

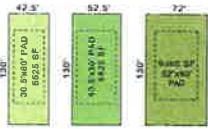
S.E. Civil Engineering & Surveying
9969 Windmill Road
Fairhope, AL 36532
Larry Smith, PE Lic 26348
David Diehl, PLS Lic 26014



DEC 07-2023

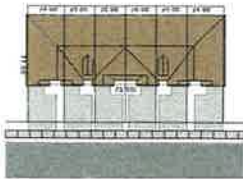


Vicinity Map
1 Inch = 1 Mile



Typical Single Family Lots

Building Setbacks		72' Lots	
Front	25 Ft.	Front	25 Ft.
Rear	25 Ft.	Rear	25 Ft.
Side	6 Ft.	Side	10 Ft.
Side Street	15 Ft.	Side Street	20 Ft.



Typical Townhome Lots

Building Setbacks	
Front	25 Ft.
Rear	5 Ft.
Side	8 Ft.
Side Street	20 Ft.

Owners

Sharon Boni
126 Iron Bridge Road
Sarver, PA 16053

John Christopher Boni
1365 Orchard Dr
New Kensington, PA 15068

68V Baldwin Holdings, LLC
707 Belrose Ave
Daphne, AL 36526

Estate of Thelma Marie Boni

Thomas Boni
1208 Belle Chene Drive
Mobile, AL 36693

Frederick Boni
2005 Springhill Ave
Mobile, AL 36607

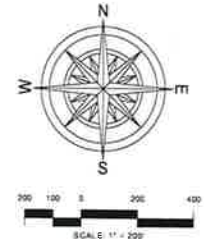
Developer

68 Ventures
707 Belrose Avenue
Daphne, AL 36526

Engineer/Surveyor

S.E. Civil Engineering & Surveying
9969 Windmill Road
Fairhope, AL 36532
Larry Smith, PE Lic 26348
David Diehl, PLS Lic 26014

"Landscaping"
Detailed Landscaping Plans will be provided for each Plat and Site Plan submitted for approval in accordance with Article 19 of the Daphne Land Use Development Ordinance.



A Planned Unit Development

TOTAL AREA	134.31 AC
Commercial	11.61 AC
Residential	125.26 AC
Townhomes	132
Multi-Family	204
42.5'x130's	103
52.5'x130's	96
72'x130's	39
TOTAL	594
Density	4.74 / Ac
Open Space	28.5 Ac (23%)
Current Zoning	RMF-6, RSF-2, RSF-E & B3(Baldwin County)
Proposed Zoning	P.U.D. (Daphne)
Impervious Area	41.8 Acres (33 %)

Parking	
Single Family	
2 Sp / unit	518
Additional	97
Townhomes	
3 Sp / unit	396
Additional	46
Multi-Family	
2 Sp / unit	408
Additional	45
Total Parking	1510

Handicap Parking is provided for each Phase and Building Type based on current Daphne Land Use Ordinance

Utility Providers	
Water	Belforest Water
Sewer	Daphne Utilities
Power	Riverch
Telephone	AT&T

Building Data

Type	Max. Bldg. Ht.	Max. Stories	Max. Coverage
Single Family	35 Ft.	2-1/2	35% (Lot)
Townhomes	35 Ft.	2-1/2	30% (Site)
Multi-Family	50 Ft.	4	30% (Site)

Exhibit
D

DEC 07-2023



**March 4, 2024
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

1. CALL TO ORDER:

There being a quorum present Council President Steve Olen called the meeting to order at 6:01pm.

2. ROLL CALL:

COUNCIL MEMBERS PRESENT: Steve Olen, Ron Scott, Doug Goodlin, Ben Hughes, Angie Phillips and Joel Coleman

COUNCIL MEMBERS ABSENT: Tommie Conaway

Also Present: Patrick Dungan, City Attorney; Mayor LeJeune; Candace Antinarella, City Clerk; Chief Gulsby, Police; Troy Strunk, City Development; Ben Davis, Recreation; Adrienne Jones, Planning; Kellie Reid, Finance; Emmie Powell, Library; Ange Baggett, Marketing/Tourism; Chief Tacon, Fire; Ronnie Huskey, Public Works; Kent Ward, Junior Councilmember; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Councilman Ron Scott.

3. APPROVAL OF MINUTES:

The minutes from the February 19, 2024 regular meeting were approved.

4. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Phillips said the minutes from the February 19th meeting were in the packet. She gave the Treasurer's Report for January 2024: Unrestricted Fund Balance-\$28,044,116; Total Cash Balance-\$53,818,388; Sales tax for December 2023 - \$2,589,208.50; Lodging Tax for December 2023-\$101,628.61; Debt Summary for January 2024: Warrants-\$32,990,442; Capital Leases: General Fund-\$603,726; Enterprise Fund -\$629,169.

B. BUILDINGS & PROPERTY COMMITTEE

Councilman Goodlin said the next meeting is March 11th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

Councilman Hughes said the next meeting is March 11th at 4:30pm.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Scott said the Committee met earlier and discussed solid waste and fees. He said the next meeting is April 1st at 4:30pm.

E. PUBLIC WORKS COMMITTEE

Councilwoman Conaway was absent. Council President Olen said the next meeting is April 1st at 5:15pm.

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS:

A. Board of Zoning Adjustments

Mrs. Jones said the next meeting is March 7th at 5:00pm.

B. Daphne Public School Commission

Councilman Olen said the next meeting will be March 19th at 5:30pm.

March 4, 2024
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

C. Downtown Redevelopment Authority

Councilwoman Conaway was absent.

D. Industrial Development Board

Councilman Scott said the next meeting is March 19th at 4:30pm.

E. Library Board

Councilman Goodlin said the next meeting is March 14th at 4:30pm.

F. Planning Commission

Councilman Olen said the next meeting is March 28th at 5:00pm.

G. Recreation Board

Councilman Hughes said the next meeting is April 10th at 6:00pm.

H. Utility Board

Councilman Coleman said the next meeting is March 27th at 5:00pm.

6. PUBLIC PARTICIPATION:

Public Participation opened at 6:08pm.

No one came forward to speak. Public Participation closed at 6:08pm.

7. MAYOR'S REPORT:

Mayor LeJeune spoke on the recent Black History Month Celebration at the Senior Center and thanked those involved. He said the SEEDS Crawfish Boil is Saturday evening and the Lupus Walk is March 16th. He introduced the new Library Director, Emmie Powell.

8. CITY ATTORNEY REPORT:

City Attorney said there was no report.

9. DEPARTMENT HEAD COMMENTS:

Chief Gulsby, Police, said the Police Dept team is competing at BBQ and Blues in Foley. He mentioned the Special Olympics Torch Run is March 15th, new officers are being sworn in March 28th and officers will graduate from the Police Academy on April 3rd.

Chief Tacon, Fire, shared the Fire Department completed their wellness scans. She mentioned a house fire in Lake Forest and said the County wide burn ban has been lifted.

Ange Baggett, Marketing, updated the Council on recent events at the Civic Center. She mentioned upcoming events for the City include Arbor Day, Keep Daphne Beautiful and the Easter Egg Dash.

Emmie Powell, Library, shared about recent and upcoming events at the Library.

Ben Davis, Recreation, shared about recent sport tournaments as well as spring teams starting.

Adrienne Jones, Planning, shared that there will be multiple pre-zone and annexation requests over the next few months as well as Land Use and Development amendments. She mentioned the Council should be hearing about Envision Daphne.

**March 4, 2024
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.**

Troy Strunk, City Development, shared the City recently received a grant for \$90,000 and commended Jesi Ward, Environmental Programs Manager, on her work with the grant.

10. CITY CLERK'S REPORT:

City Clerk said the March Junior City Council meeting date will be changed and a public notice sent out.

**MOTION by Councilman Hughes to approve the 040 – Retail Beer (On or Off Premises) to Chipotle Mexican Grill of Colorado LLC located at 914 Van Avenue, Daphne, Alabama. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to approve the publication and set a public hearing on April 15, 2024 for the Estate of Georgianne Simms Pre-Zoning Amendment located Northeast of County Road 64 and Alabama Highway 181. Seconded by Councilman Scott.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to approve the publication and set a public hearing on April 15, 2024 for the Estate of Georgianne Simms Annexation Petition located Northeast of County Road 64 and Alabama Highway 181. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to authorize the Mayor to execute the GOMESA Grant Agreement. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

11. RESOLUTIONS:

2024 – 07 – Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property – Trimble GeoExplorer Kit

2024 – 08 - Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property – Tandem Equipment Trailer, Asphalt Hot Patcher, Sweeper, Tailgate Sand Spreader, Paint Striper, Swivel Bucket

2024 – 09 – Appropriation: Resurfacing on CR-64 from SR-42 (US 98) to CR-13 and Intersection Improvements on CR-64 at Pollard Road - \$1,801,175

2024 – 10 – Bid Award: Resurfacing on CR-64 from SR-42 to CR-13 and Intersection Improvements on CR-64 at Pollard Road Grade, Drain, Base, Pave and Signals – H.O. Weaver & Sons, Inc. - \$3,513,897.59

2024 – 11 – Resolution Declaring Certain Property Surplus and Authorizing the Mayor to Dispose of Such Property – Confiscated Computer and Vehicle Equipment

**MOTION by Councilman Scott to waive the reading of Resolution 2024-07. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

March 4, 2024
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

**MOTION by Councilman Scott to adopt Resolution 2024-07. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to waive the reading of Resolutions 2024-08 and 2024-09. Seconded by
Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Resolution 2024-08. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Resolution 2024-09. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to waive the reading of Resolutions 2024-10 and 2024-11. Seconded
by Councilman Scott.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to adopt Resolution 2024-10. Seconded by Councilman Scott.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Phillips to adopt Resolution 2024-11. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

12. 2ND READ ORDINANCES:

2024 – 02 – Floodplain Development Ordinance

**2024 – 03 – Ordinance Consenting to the Sale by the Utilities Board of the City of Daphne of Certain Surplus
Personal Property**

**MOTION by Councilman Scott to waive the reading of Ordinance 2024-02. Seconded by Councilwoman
Phillips.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Ordinance 2024-02. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to waive the reading of Ordinance 2024-03. Seconded by Councilman
Hughes.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Scott to adopt Ordinance 2024-03. Seconded by Councilman Goodlin.
MOTION CARRIED UNANIMOUSLY.**

13. 1ST READ ORDINANCES:

March 4, 2024
CITY COUNCIL MEETING
REGULAR BUSINESS MEETING
1705 MAIN STREET
DAPHNE, AL
6:00 P.M.

14. COUNCIL COMMENTS:

Councilman Scott spoke highly of the renovations and new Bayfront Park. He thanked staff and Councilman Coleman for all their work on the project.

Councilwoman Phillips welcomed new Library Director, Emmie Powell. She passed on kudos for the turf at the Sports Complex.

Mayor LeJeune reminded everyone about the upcoming primary election.

Council President Olen gave a report on the Beautification Committee and echoed Councilwoman Phillips' comments about the Sports Complex.

15. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED INTO EXECUTIVE SESSION AT 6:34PM.

Respectfully submitted by,

Certification of Presiding Officer,

Candace G. Antinarella, MMC, City Clerk

Steve Olen, Council President

City of Daphne Building Department

2020 / 2021 / 2022 / 2023 / 2024 Comparison Report

	Fees Collected					Permits Issued					CO's Issued				
	2020	2021	2022	2023	2024	2020	2021	2022	2023	2024	2020	2021	2022	2023	2024
Oct	\$93,181.87	\$94,131.53	\$84,303.63	\$47,086.96	\$83,798.35	215	357	308	192	224	11	31	40	28	32
Nov	\$62,198.00	\$109,387.14	\$91,672.49	\$50,279.03	\$27,147.62	223	378	351	286	166	26	30	30	36	24
Dec	\$233,529.32	\$101,471.36	\$128,605.99	\$57,070.59	\$39,504.17	252	383	296	216	178	33	43	53	36	33
Jan	\$118,498.03	\$132,049.79	\$259,810.62	\$33,804.54	\$171,783.56	270	372	350	152	296	14	24	36	33	22
Feb	\$140,560.44	\$97,396.64	\$129,315.56	\$44,081.76	\$84,812.81	308	350	292	169	231	33	32	32	31	23
Mar	\$77,067.98	\$95,472.42	\$116,358.20	\$30,603.28		362	391	431	181		45	52	84	44	
Apr	\$94,394.17	\$80,088.89	\$60,816.35	\$76,873.19		272	373	324	212		32	40	42	27	
May	\$95,010.56	\$101,848.37	\$65,454.25	\$147,875.62		294	380	306	288		39	42	48	20	
June	\$179,966.08	\$100,508.32	\$147,395.66	\$234,524.02		399	394	355	308		49	50	34	25	
July	\$77,442.81	\$78,547.74	\$87,733.72	\$100,809.42		323	408	305	267		45	29	23	13	
Aug	\$105,147.77	\$59,376.50	\$61,504.63	\$60,342.37		307	309	299	192		34	30	19	4	
Sept	\$71,226.36	\$93,879.09	\$140,065.18	\$108,322.22		352	442	328	277		35	48	40	34	
Total	\$1,348,223.39	\$1,144,157.79	\$1,373,036.28	\$991,701.56	\$407,046.51	3577	4537	3945	2740	1,095	396	451	481	331	134
Percent	NA	-15.14%	20.00%	-27.77%		NA	26.84%	-13.05%	-30.54%		NA	13.89%	6.65%	-31.19%	

February FY2024 Notes

Building Inspections-

231 Permits issued, 23 Certificate Of Occupancies issued, and 23 New home permits issued

SECOND AMENDED AND RESTATED GROUND LEASE – TRIONE PARK

THIS SECOND AMENDED AND RESTATED GROUND LEASE (this “Amended Lease”) is made by and between the **CITY OF DAPHNE**, an Alabama municipal corporation (the “Lessee”) and the **BALDWIN COUNTY BOARD OF EDUCATION**, an agency of the State of Alabama (the “Lessor”). The Lessee and the Lessor are sometimes each referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Lessor did, on the 7th day of January, 1992, and on the 16th day of February, 2000, lease from the State of Alabama, Department of Conservation and Natural Resources (the “Department”) lands in Section 16, Township 5 South, Range 2 East, Baldwin County, Alabama; and

WHEREAS, on January 17, 2002, August 21, 2008, and September 18, 2014, Lessor and Lessee entered into lease agreements (collectively, the “Prior Leases”), by which Lessor has leased certain real property to Lessee and upon which certain park and recreational facilities (“Existing Recreational Facilities”) have been constructed by Lessee; and

WHEREAS, Lessee recognizes that a number of the residents of the City of Daphne attend the educational facilities of the Lessor, and further recognizes the importance of recreational activities to youth and adult citizens of the City of Daphne and believes it to be in the interest of the health, safety, and welfare of its citizens to promote recreational activities and provide facilities therefor; and

WHEREAS, Lessor has received and will continue to receive a direct benefit from the Lessee’s construction and maintenance of the Existing Recreational Facilities on the leased property and believes that a public purpose will be served by and through this Amended Lease; and

WHEREAS, Lessor is willing to make all property more particularly described herein available to Lessee to utilize for public educational and/or recreational purposes, maintain, and make certain improvements, all in accordance with the terms and conditions of this Amended Lease, all subject to the consent and approval of the Department; and

WHEREAS, the parties hereto understand and agree that this Amended Lease may require the consent of the State of Alabama. In the event that consent of the State of Alabama is required, the Amended Lease as provided for herein shall be expressly conditioned on receipt of such consent.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein to be kept, performed, and observed, the Parties agree as follows:

ARTICLE 1. DEMISE OF LEASED LAND

1.01. Description of Leased Land. Lessor leases to Lessee, and Lessee rents and accepts from Lessor, a parcel of real property (the "Leased Land") situated in Baldwin County, Alabama, and any and all improvements located thereon (the "Existing Improvements") (the Leased Land, together with the Existing Improvements, are referred to herein collectively as the "Property"), the legal description of such Leased Land being more particularly as follows:

Commencing at the Northeast Corner of Section 16, Township 5 South, Range 2 East, Baldwin County, Alabama; thence run North 89°52'20" West a distance of 1822.90 feet to a point; thence run South 30°29'57" East a distance of 34.87 feet to a point to the South right-of-way of Whispering Pines Road (60' R/W) for the Point of Beginning; thence run South 30°30'46" East a distance of 1509.51 feet to a point; thence run South 17°54'04" East a distance of 1269.55 feet to a point on the North right-of-way of Well Road; thence run North 89°39'50" West along said North right-of-way a distance of 2017.37 feet to a point; thence run North 00°18'07" East a distance of 2498.64 feet to a point on the South right-of-way of Whispering Pines Road; thence run South 89°52'20" East along said South right-of-way a distance of 847.51 feet to the point of beginning. Said described leased area containing 87.04 acres, more or less, depicted on Exhibit "A" attached hereto and incorporated herein by reference.

1.02. Property Subject to Liens, Encumbrances, and Other Conditions. This Amended Lease and the Property are subject to all present and future leases, liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Property or that may affect and govern the Property after the execution of this Amended Lease, and all matters that may be disclosed by inspection or survey.

ARTICLE 2. TERM AND RENT

2.01. Term. The Prior Leases, as amended, provide for a term of twenty-four (24) years ("Term") commencing on the 17th day of January, 2008, and ending on the 16th day of January, 2032, unless terminated at an earlier date for any reason set forth in this Amended Lease. The Prior Leases provide for two (2) renewal options of thirty (30) years each. Such Term is hereby amended such that it will terminate at midnight on December 31, 2099 (the "Amended Term").

2.02. Renewal. Following the expiration of the Amended Term, this Amended Lease shall automatically renew on a year-to-year basis (each year being a “Renewal Term”) unless Lessor or Lessee provides the other with written notice of termination prior to the expiration of any Renewal Term. The Parties acknowledge that any Renewal Term may require the consent of the State of Alabama. In the event that consent of the State of Alabama is required, the Amended Lease and any Renewal Term shall be expressly conditioned on receipt of such consent.

2.03. Holdover. If Lessee holds over after the expiration of the Amended Term, then Lessee’s tenancy shall be from year-to-year on all the terms and conditions as set forth herein.

2.04. Consideration. Lessee’s consideration to Lessor for this Amended Lease shall be the improvements to be made to the Property by Lessee, Lessee’s maintenance of the Property, and the rights of Lessor to the use and enjoyment of the Property and those improvements as set forth herein.

ARTICLE 3. USE AND CONSTRUCTION OF IMPROVEMENTS

3.01. Primary Use. Lessee shall have the right to use the Property for the following lawful purposes:

- (a) Lessee shall have the right to use the premises solely and exclusively for municipal recreational purposes.
- (b) At all times, Lessee shall provide that such municipal recreational activities shall be under the direction, supervision and control of agents and/or employees of Lessee so as to ensure safe and appropriate use. During those times when the Property is used by Lessor in accordance herewith, Lessee shall not have any responsibility therefore.
- (c) Lessor shall have exclusive use of the Property during those hours when school is in session. Lessor shall provide advance notice, no less than 48 hours in advance of the intended use, to Lessee of any use it intends to make of the Property. Lessor shall coordinate the scope of its intended use of the Property with Lessee so as not to interfere with the Lessee’s municipal recreational uses thereof. Notwithstanding the foregoing, during that part of the day in which school is in session, Lessee may conduct maintenance operations and/or use the Property for municipal recreational purposes, provided that such uses do not interfere with previously scheduled school use.
- (d) Following any period of use by Lessor in accordance with Paragraph (c) or (e), Lessor shall restore the Property to the condition that existed immediately prior to the use thereof, reasonable wear and tear excepted.
- (e) Lessee shall have exclusive use of the premises during those hours that school is not in session. Provided, however, during such hours, the Lessor may schedule with Lessee school use that does not conflict with Lessee’s municipal recreational use upon approval by Lessee, not to be unreasonably withheld, conditioned, or delayed.

- (f) Scheduled use by either Lessor or Lessee shall be scheduled by nominees of the Lessor and Lessee, as applicable.
- (g) For the duration of the Amended Term, Lessee, at its own expense, shall maintain and keep the Property and the facilities constructed thereon in a state of good condition and repair.

3.02. Construction of Buildings and Other Improvements. Lessee shall have the right to construct structures, buildings, parking lots, and other improvements (“Improvements”) on the Property, at Lessee’s sole cost and expense, and in connection with any construction, Lessee shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities on the Property, provided all of the foregoing serve the Improvements erected on the Property. Lessor shall have no liability for any costs or expenses in connection with the construction of Improvements on the Property. Provided, however, Lessee shall not make any improvements until Lessee obtains written permission from Lessor to be exercised in its sole and absolute discretion.

3.03. Modification of Existing Improvements. Lessee shall have the right to modify, tear down, add to, or otherwise renovate (each, a “Modification” and, collectively, the Modifications”) the Existing Improvements, at Lessee’s sole cost and expense, and in connection with any such Modification, shall be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities on the Property, provided that all of the foregoing serve the Improvements erected on the Property. Lessor shall have no liability for any costs or expenses in connection with the construction of Improvements on the Property. Provided, however, Lessee shall not make any improvements until Lessee obtains written permission from Lessor to be exercised in its sole and absolute discretion.

ARTICLE 4. OPERATING COSTS AND IMPOSITIONS

4.01. Operating Costs. Lessee shall pay all Operating Costs (as defined below) in connection with the Property. “Operating Costs shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

- (a) Repairs, maintenance, replacements, painting, and redecorating;
- (b) Landscaping;
- (c) Insurance;
- (d) Heating, ventilating, and air conditioning repair and maintenance;
- (e) Water, sewer, gas, electricity, fuel oil, Wi-Fi, and other utilities;
- (f) Rubbish removal;
- (g) Supplies and sundries;

- (h) Costs of wages and salaries for all persons engaged in the operation, maintenance, and repair of the Property, including fringe benefits and payroll taxes, except that Lessor shall be responsible for all costs incurred for Lessor's programming purposes;
- (i) All other expenses, whether or not mentioned in this Amended Lease, that are incurred with regard to the operation of the Property, including any replacements if necessary for repairs and maintenance or otherwise.

4.02. Impositions. Lessee shall pay all Impositions (as defined below) in connection with the Property. "Impositions" shall include all fines and levies that result from construction activities or the normal operation of the premises on the Property, all real estate property taxes (if any), assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Property and become due and payable during the Amended Term, or any lien that arises during the Amended Term on any portion of the Property, the Existing Improvements, and Improvements, or the sidewalks or streets in front of or adjoining the Property, the Existing Improvements, and Improvements.

ARTICLE 5. LAWS AND GOVERNMENTAL REGULATIONS

5.01. Compliance with Legal Requirements. Lessee shall promptly comply with all laws and ordinances, and all orders, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of such governments ("Legal Requirements") throughout the Amended Term, and without cost to Lessor. Lessee shall promptly comply with Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

ARTICLE 6. LIENS AND ENCUMBRANCES

6.01. Creation not Allowed. Lessee shall not create, permit, or suffer any mechanics' liens, other liens, or encumbrances on or affecting the Property or the fee estate or reversion of Lessor.

6.02. Discharge After Filing or Imposition. If any lien or encumbrance shall at any time be filed or imposed against the Property or the fee estate or reversion of Lessor, Lessee shall cause the lien or encumbrance to be discharged of record within fifteen (15) days after notice of the filing or imposition by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law. If Lessee shall fail to cause the lien or encumbrance to be discharged within such fifteen (15) day period, then in addition to any other right or remedy of Lessor, Lessor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs, and allowances if Lessor elects to take such action. All amounts paid by Lessor and all of its costs and expenses in connection with such actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time

such monies are due, shall be deemed to be additional rent under this Amended Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.

6.03. Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee. Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee in connection with any work performed on or at the Property.

ARTICLE 7. INSURANCE AND INDEMNITY

7.01. Fire and Extended Coverage. At all times during the Amended Term, Lessee shall maintain, at its sole cost, insurance covering the Existing Improvements and the Improvements including, without limitation, all Improvements now located on the Property or that may be erected on the Property, against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood, or earthquake, together with any other insurance that Lessor may require from time to time. Such insurance shall be carried by insurance companies authorized to transact business in Alabama, selected by Lessee and approved by Lessor. In addition, the following conditions shall be met:

- (a) Such insurance shall be in amounts no less than one hundred percent (100%) of the replacement cost of the buildings and other Improvements, exclusive of foundations and below-ground improvements (but sufficient to satisfy the requirements of any coinsurance clause);
- (b) Such insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Property, and any successors and assigns of this Amended Lease. The insurance policy or policies shall name both Lessor and Lessee as insureds; and
- (c) Any and all fire or other insurance proceeds that become payable at any time during the Amended Term because of damage to or destruction of any Improvements on the Property shall be paid to Lessee and applied by Lessee toward the cost of repairing, restoring, and replacing the damaged or destroyed Existing Improvements or Improvements in the manner required by Article 8 of this Amended Lease.

7.02. Property and Personal Injury Liability Insurance. At all times during the Amended Term, Lessee shall maintain, at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Property and Improvements. Such insurance shall be carried by insurance companies authorized to transact business in Alabama, selected by Lessee in its sole discretion. In addition, the following conditions shall be met:

- (a) Such insurance shall be in an amount no less than \$1,000,000 for property damage, and in any amount no less than \$1,000,000 for one person and \$1,000,000 for one accident for personal injury;
- (b) Such insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Property, and any successors and

assigns of this Amended Lease. The insurance policy or policies shall name both Lessor and Lessee as insureds; and

- (c) The amount of liability insurance shall be subject to determination by the Lessee; provided, however, that any increases that may be reasonably required by Lessor from time-to-time to account for inflation or other market conditions shall be made in cooperation between the Parties. Notwithstanding the foregoing, the amount of liability insurance shall not be decreased without the prior written authorization of the Lessor.

7.03. Construction Liability Insurance. Lessee agrees to obtain and maintain (to the extent reasonably procurable) construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Property. Such insurance shall be carried by insurance companies authorized to transact business in Alabama, selected by Lessee and approved by Lessor, and shall be paid for by Lessee. Such insurance shall have limits of no less than \$1,000,000 for property damage, and in any amount no less than \$1,000,000 for one person and \$1,000,000 for one accident for personal injury. Such insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Property, and any successors and assigns of this Amended Lease, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the Property. The insurance policy or policies shall name both Lessor and Lessee as insureds.

7.04. Certificates of Insurance. Lessee shall furnish Lessor with certificates of all insurance required under this Article 7. Lessee agrees that if it fails to keep any insurance required by this Article in full force and effect at any time during the Amended Term, Lessor may notify Lessee of such failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within ten (10) business days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessee's obligations under this provisions of this Article. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor, with interest at the rate of ten percent (10%) per annum from the date of Lessor's demand until reimbursement by Lessee.

7.05. Indemnification of Lessor. Lessor shall not be liable for any loss, damage, or injury of any kinds or character to any person or property arising from any use of the Property, Existing Improvements, or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Property, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in a safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent, gross negligent, or intentional act or omission of Lessor.

ARTICLE 8. DAMAGE OR DESTRUCTION

8.01. Damage or Destruction; Option to Terminate or Repair. In the event that the Property, the Existing Improvements, the Improvements, or any part of them are damaged or destroyed by any cause whatsoever, Lessee may elect either of the following options:

- (a) Within one hundred twenty (120) days, Lessee shall commence and diligently pursue to completion the repair, restoration, or replacement of the damaged or destroyed Property, Existing Improvements, Improvements, or any part of them, and this Amended Lease shall remain in full force and effect.

or

- (b) Lessee may terminate this Amended Lease with one hundred twenty (120) days' written notice to Lessor and shall return the Property to the condition existing as of the time of the commencement of this Amended Lease, except for the Existing Improvements or completed Improvements which Lessee may leave or may remove at its sole discretion, normal wear and tear excepted.

ARTICLE 9. CONDEMNATION

9.01. Interests of Parties. If the Property, the Existing Improvements, and the Improvements, or any part thereof, is taken for public or quasi-public purposes by condemnation in any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of the Parties in the award or consideration for the taking or transfer and the effect of the taking shall be governed by this Article, except that during the initial twenty (20) years of the Amended Term, any proceeds paid from condemnation or eminent domain shall be divided between the Parties with the Lessee obtaining that portion of the condemnation award directly attributed to the value of the Existing Improvements and any Improvements.

9.02. Termination on Total Taking. If all or substantially all of the Property, the Existing Improvements and the Improvements are taken or transferred as described in Section 9.01, this Amended Lease and all of the rights, title, and interest under this Amended Lease shall cease on the date that title to the Property, the Existing Improvements and the Improvements vests in the condemning authority, and the proceeds of the condemnation shall be paid pursuant to the provisions of Section 9.01.

9.03. Termination on Partial Taking. If less than all or less than substantially all of the Property, the Existing Improvements, and the Improvements is taken or transferred as described in Section 9.01, and, if the remainder of the Property, the Existing Improvements and the Improvements is in a location, or in a form, shape, or reduced size that makes it impossible for Lessee to effectively and practicably use the remaining Property, the Existing Improvements and the Improvements as set forth herein, then this Amended Lease shall terminate on the date that title to the portion of the Property, the Existing Improvements, and the Improvements taken or transferred vests in the condemning authority. The proceeds of the condemnation shall be paid pursuant to the provisions of Section 9.01.

9.04. Voluntary Conveyance. Nothing in this Article prohibits Lessor from voluntarily conveying all or part of the Property, the Existing Improvements and the Improvements to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any voluntary conveyance shall be treated as a taking within the meaning of this Article and compensation and proceeds therefrom shall be paid to the Lessor and Lessee pursuant to the provisions of Section 9.01.

9.05. Approval by Department. The provisions of this Article 9 shall be subject to the review and approval of the Department.

ARTICLE 10. LEASEHOLD MORTGAGES

10.01. Leasehold Mortgages Not Permitted. Lessee shall not be permitted to mortgage Lessee's leasehold interest in the Property. Lessee agrees to subordinate any interest created by this Amended Lease to any indebtedness of the Lessor presently or hereinafter existing. This includes, without limitation, bond financing.

ARTICLE 11. DEFAULT

11.01. Events of Default. Any one or more of the following events shall constitute a default under this Amended Lease:

- (a) Lessee's assignment of the leasehold interest under this Amended Lease without the prior written consent of Lessor.
- (b) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Amended Lease; provided, however, that Lessee shall have a reasonable period of time, but not to exceed twenty (20) business days, from the date of written notice from Lessor to cure any such failure or default,

(each, an "Event of Default").

11.02. Notice of Election to Terminate Lessee's Possession. If any Event of Default occurs, Lessor may elect to terminate Lessee's right of possession under this Amended Lease. Upon termination, all of Lessee's rights, title, and interest in the Property shall expire completely and Lessee shall, within a reasonable time, quit and surrender the Property. All Existing Improvements and any Improvements erected on the subject Property shall revert back to the Lessor, however, Lessee shall have a reasonable time not to exceed one hundred eighty (180) days to remove any such Existing Improvements or Improvements or equipment and/or may leave the same for the benefit of Lessor, such to be determined at Lessee's option.

11.03. Lessor's Entry After Termination of Lessee's Possession. At any time after the termination of Lessee's right of possession under this Amended Lease pursuant to Section 11.02 or Section 13.01 of this Amended Lease, Lessor may enter and possess the Property, the Existing Improvements and the Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Property, the Existing Improvements and the Improvements. If Lessor takes the actions described in this Section 11.03,

Lessor may then possess the Property, the Existing Improvements and the Improvements and Lessor may also sell any of the Existing Improvements and Improvements.

11.04. Costs Incurred Due to Breach. Lessee expressly agrees to pay all expenses that Lessor may incur for reasonable attorney's fees, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Amended Lease, restoring the Property, the Existing Improvements and the Improvements to good order and condition and for maintaining the Property, the Existing Improvements, and the Improvements.

ARTICLE 12. EXPIRATION OF TERM

12.01. On the expiration date of the Amended Term or any Renewal Term, or the termination of Lessee's possession pursuant to Section 11.03 of this Amended Lease, or any entry or possession of the Property, the Existing Improvements and the Improvements by Lessor pursuant to Section 11.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Property the Existing Improvements and the Improvements, and deliver to Lessor actual possession and ownership of the Property, less improvements and equipment, which the Lessee shall have the right to remove pursuant to Section 11.02, but shall otherwise return the premises of the Property without improvements in good condition, wear and tear excepted.

12.02. Lessee's Removal of Movable Objects. Lessee shall have the right to remove from the Property the Existing Improvements and the Improvements all movable fixtures, movable equipment, and articles of personal property used or procured for use in connection with the use of the Property on or before the Expiration Date, provided that Lessee shall promptly repair, or cause to be repaired, any damage resulting to the Property, Existing Improvements or Improvements by reason of this removal. Any fixtures, equipment, or articles of personal property of Lessee that remain at or on the Property, the Existing Improvements or Improvements after the Expiration Date shall be deemed to have been abandoned by Lessee, and may either be retained by Lessor as its property or disposed of by Lessor without accountability to Lessee for the value of such fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of such items.

ARTICLE 13. TERMINATION FOR SCHOOL USE

13.01 In the event the Property is required by the Lessor for necessary school related construction or other uses in connection with public education, this Amended Lease may be canceled by the Lessor at any time after the first ten (10) years of the Amended lease and on one (1) year written notice to Lessee. In the that event, the Lessor shall pay a sum to Lessee equal to the value of the improvements on that portion of the Property to which the Amended Lease has been canceled. The average value of those improvements as determined by the average of three (3) MAI appraisers, with one appraiser selected by Lessor, one (1) appraiser selected by Lessee, and one (1) appraiser selected by the other two appraisers. The cost of the appraisal shall be borne equally by the Parties. Provided, however, prior to the appraisal process, the Lessor in its sole and absolute discretion, may identify some or all of the Existing Improvements or Improvements which are susceptible of removal and reuse which shall be removed by Lessee and excluded from the appraisals to be conducted. Otherwise, by mutual written agreement of the Parties, Lessee may remove any improvements or equipment on that portion of the Property to which the Amended

Lease has been canceled and Lessee shall, at Lessee's own expense, return that portion of the Property to its pre-lease condition.

ARTICLE 14. GENERAL PROVISIONS

14.01. No Waiver of Breach by Lessor's Actions. The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Amended Lease shall not constitute a waiver of such covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Amended Lease shall not be deemed a waiver of that breach.

14.02. Waiver of Any Provision Must be Written. No provision of this Amended Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the Party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Amended Lease shall be cumulative and in addition to every other right or remedy provided for in this Amended Lease, or now or later existing at law, in equity, by statute, or otherwise.

14.03. Entire Agreement. This Amended Lease contains the entire agreement between the Parties, and any agreement made after the execution of this Amended Lease between the Parties shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Amended Lease, in whole or in part, unless that agreement is in writing and signed by the Party against whom enforcement is sought.

14.04. Release. Each Party hereby acknowledges that the other Party did not default or breach any of the terms of the Prior Leases, and each Party hereby releases the other Party from any and all liability arising from or relating to any of the Prior Leases.

14.05. Termination of Prior Leases. Any and all existing leases between the Parties relating to the Property, including, without limitation, the Prior Leases, are hereby terminated and are no longer in force and effect.

14.06. Notices. All notices and demands of any kind that either Party may be required or may desire to give to the other in connection with this Amended Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the Party to be served at the Party's address as set forth below. Any notice shall be deemed received on first attempted delivery. Any Party may change the address to which notices to such Party are to be directed by notice given in the manner provided in this Section 14.06.

To the Lessee: City of Daphne
 Attn: Office of the Mayor
 1705 Main St.
 Daphne, AL 36526

With a Copy to: Adams and Reese LLP
 Attn: Jay M. Ross
 11 N. Water St., Ste. 23200
 Mobile, AL 36602

To the Lessor: Baldwin County Board of Education

With a Copy to:

14.07. Lessor's Entry and Inspection of Premises. Lessor, or its agents or designees, shall have the right to enter the Property, the Existing Improvements, and the Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of an Event of Default by Lessee under any of the terms, covenants, and conditions of this Amended Lease continuing beyond the applicable periods of grace or to exhibit the Property to potential buyers and agents.

14.08. Partial Invalidity or Unenforceability. If any term, covenant, or condition of this Amended Lease shall be deemed by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Amended Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

14.09. Individuals Benefitted by Lease. This Amended Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective distributees, personal representatives, executors, successors, and assigns except as otherwise provided herein.

14.010. Assignment and Subletting. This Amended Lease and the Amended Term and estate granted hereby, or any part of this Amended Lease or such Amended Term and estate, may not be subleased or assigned without Lessor's written consent.

14.011. Relationship of the Parties. Nothing contained in this Amended Lease shall be deemed or construed by the Parties or any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between the Parties, and neither the provisions contained in this Amended Lease or any acts of the Parties shall be deemed to create any relationship between the Parties, other than the relationship of lessor and lessee hereunder.

14.012. Recitals. The Recitals are expressly incorporated and adopted into this Amended Lease.

14.013. State Consent. The Parties expressly acknowledge and agree that, as referenced in the Recitals, if the consent of the State of Alabama to this Amended Lease is required, then this Amended Lease is expressly conditioned on receipt of such consent. If such required consent is not obtained or received, then this Amended Lease shall be deemed to have never come into existence and the controlling Prior Lease immediately prior to the execution of this Amended Lease by the Parties shall continue to operate as the controlling lease agreement between the Parties with respect to the Property.

ARTICLE 15. DISCLAIMER OF WARRANTIES

15.01. The execution by the Lessor and Lessee of this Amended Lease shall not be construed as a warranty or representation by the Lessor or Lessee that the premises constituting are fit and suitable for the use which Lessee intends to make or may make of the Property or for the installation of any Improvements. Lessor hereby specifically disclaims any and all warranties, whether express or implied.

IN WITNESS WHEREOF, the Parties hereto have executed and signed this Amended Lease, or have caused this Amended Lease to be executed and signed on this the _____ day of _____, 2024.

Remainder of Page Intentionally Left Blank

Signatures Begin on Following Page

BCBE Signature Page for Lease – Trione Park

**BALDWIN COUNTY BOARD OF
EDUCATION**, an agency of the State of
Alabama

By: MIKE JOHNSON
Its: President

DATE: _____

ATTEST:

By: EDDIE TYLER
Its: Superintendent

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that MIKE JOHNSON, whose name as President, and EDDIE TYLER, whose name as Superintendent and Ex-Officio Secretary of the Baldwin County Board of Education, are signed to the foregoing Lease and who are known to me, acknowledged before me on this day that, being informed of the contents of this Amended Lease, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Board.

Given under my hand and seal this _____ day of _____, 2024.

NOTARY PUBLIC
My Commission Expires: _____

City of Daphne Signature Page for Lease – Trione Park

CITY OF DAPHNE, an Alabama municipal corporation

By: ROBIN LEJEUNE
Its: Mayor

DATE: _____

ATTEST:

By: CANDACE G. ANTINARELLA
Its: City Clerk

STATE OF ALABAMA

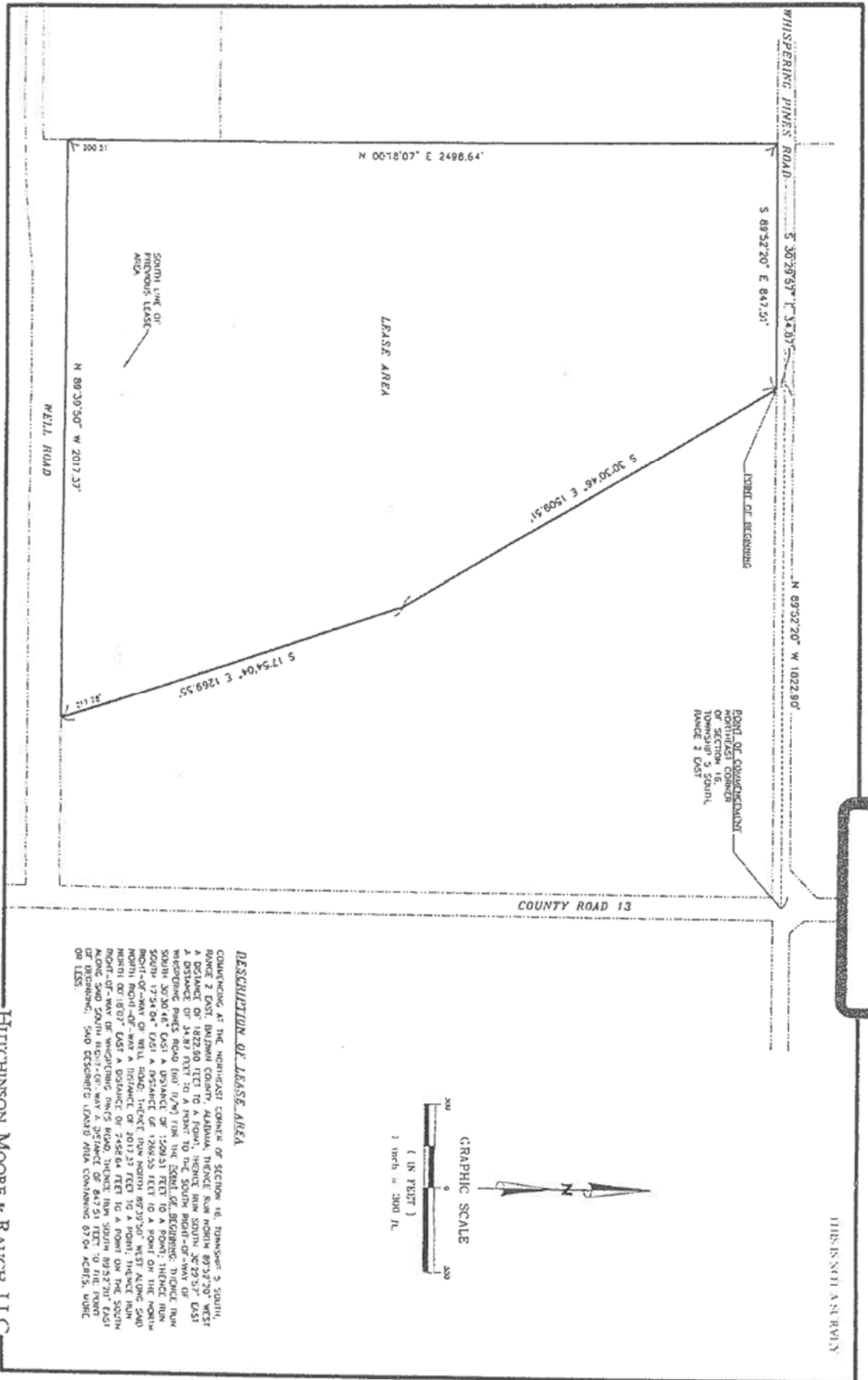
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that ROBIN LEJEUNE, whose name as Mayor, and CANDACE G. ANTINARELLA, whose name as City Clerk of the City of Daphne, are signed to the foregoing Lease and who are known to me, acknowledged before me on this day that, being informed of the contents of this Amended Lease, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and seal this _____ day of _____, 2024.

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A



January 8, 2024
PUBLIC SAFETY MEETING MINUTES
1705 MAIN STREET
DAPHNE, AL
4:30 P.M.

1. CALL TO ORDER:

There being a quorum present, Councilman Hughes called the meeting to order at 4:30pm.

2. ROLL CALL:

COUNCIL MEMBERS PRESENT: Council President Steve Olen, Councilwoman Tommie Conaway, Councilwoman Angie Phillips, Councilmen Joel Coleman, Ron Scott and Benjamin Hughes.

ABSENT: Councilman Doug Goodlin

Also Present: Mayor LeJeune; Patrick Dungan, City Attorney; Troy Strunk, City Development; Fire Department; Chief Tacon, Chief Gulsby, Police Department; Candace Antinarella, City Clerk; Christina Brazell, Recording Secretary.

3. PUBLIC PARTICIPATION:

Rebecca Spann: La Casa Di San Francesco Homeowners Association
Letter provided regarding their request for speed bumps or signs placed within their subdivision.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETING

Minutes from December 11, 2023 Public Safety meeting were approved as presented.

5. POLICE DEPARTMENT – Chief Gulsby

Old Business:

New Business:

Regarding the Daphmont Murder Trail (2022), one of the two defendants will be going to trial soon, unknown exact date.

DPD recently received a grant in order to replace Tessa, the retired K-9. Officer Stanley will be attending training next week in San Antonio, TX with the newest K-9.

The current body cameras have been discontinued. Over the next 6-7 months they will be looking at options regarding replacement.

6. FIRE DEPARTMENT: - Chief Tacon

Old Business:

New Business: Over the last month, DFD has rode in with Medstar 4 times. All incidents were reviewed and justified.

January 8, 2024
PUBLIC SAFETY MEETING MINUTES
1705 MAIN STREET
DAPHNE, AL
4:30 P.M.

Over the next month, Life Scan Screenings will begin. This is a non-mandatory screening. So far at least 42 Firefighters have signed up. This is a 2 hour evaluation. They will be using an area within the Recreational Center. Spouses can pay \$500-\$600 dollars a person.

Chief Tacon advised the ISO will be coming in 2024 to evaluate the department.

Battalion Chief Adams advised council that there was still a 6 month delivery date for the first new engine vehicle.

7. OTHER BUSINESS:

Tony's Towing: Towing Rate Increase Request. City Clerk advised there was a review in 2022 that went no further than the last meeting.

***Councilman Scott made the motion to add this request to the next meeting agenda for Public Safety, accompanied by supporting documents of surrounding municipalities' ordinances regarding rates. (Rotation Towing for the City).
Seconded by Council President Olen.**

No Discussion.

Adjournment: 4:45 p.m.

CODE ENFORCEMENT/ORDINANCE COMMITTEE MEETING

**February 5, 2024, 4:30 p.m.
City Hall, Council Chamber
1705 Main Street, Daphne, AL 36526**

MEETING MINUTES

MEMBERS PRESENT: Councilman Goodlin, Councilman Hughes, Councilman Olen, Councilwoman Conaway, Councilman Scott, Councilwoman Phillips and Councilman Coleman

ALSO PRESENT: Jay Ross, City Attorney; Mayor LeJeune; Troy Strunk, City Development; Conrad Bates, IT; Suzanne Henson, Finance; Kelli Reid, Finance Director; Emma Parvin, Junior Councilmember; Abby English, Junior Councilmember; and Candace Antinarella, City Clerk.

1) CALL MEETING TO ORDER / ROLL CALL

There being a quorum present Councilman Scott called the meeting to order at 4:30 p.m.

2) APPROVE MINUTES FROM THE December 4, 2023 Meeting

3) PUBLIC PARTICIPATION

4) ORDINANCE REVIEW/DISCUSSION

City Clerk shared that individuals present came to Public Safety to discuss towing rates.

Council discussed.

**MOTION by Councilman Olen to move the Towing Rates Ordinance to Council with recommendations to increase the fees to \$200 for Light Duty, \$500 for Heavy Wrecker, \$40 for Light Storage, \$75 for Heavy Storage, \$115 for EV/Hybrid Storage and increase Appendix A by 25%. Seconded by Councilwoman Phillips.
MOTION CARRIED UNANIMOUSLY.**

The Floodplain Ordinance was moved to the March Ordinance Committee.

Robbie Robertson discussed the renewal of the Annual Insurance Policy.

**MOTION by Councilman Hughes to recommended to Council to appropriate \$15,000 for the enhanced coverage of Cyber Security. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to renew the Insurance Policy. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

Josh Newman, City Engineer, discussed the Floodplain Ordinance.

**MOTION by Councilwoman Phillips to recommend to Council to approve the Floodplain Ordinance. Seconded by Councilman Hughes.
MOTION CARRIED UNANIMOUSLY.**

5) OTHER BUSINESS DEEMED NECESSARY

6) NEXT MEETING

The next meeting is scheduled for Monday, March 4, 2024 at 4:30 p.m.

7) ADJOURN

There being no further business to discuss, the Council adjourned at 5:25pm.



COMMUNITY DEVELOPMENT

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT AGENDA
MARCH 7, 2024 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

1. CALL TO ORDER - 6:00 p.m.
2. CALL OF ROLL - Present C. Courson, D. Wolstenholme, C. Covert, A. Harper, T. Quinnelly
3. APPROVAL OF MINUTES - Approved

February 1, 2024

4. OLD BUSINESS - None
5. NEW BUSINESS

Appeal #2024-03 AltaPointe Health - BZA Granted Approval

A request for a Special Exception to the Daphne Land Use and Development Ordinance has been filed with the City of Daphne Board of Zoning Adjustment. The request, if granted, would authorize AltaPointe Health, to operate a school for approximately 150 students for the Baldwin County Board of Education on 22.39 acres at 7400 Roper Lane. The property is zoned R-3, High Density Single Family Residential.

6. ADJOURNMENT - 7:08 p.m.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF FEBRUARY 1, 2024 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Chairwoman called to order the regular meeting of the Board of Zoning Adjustment at 6:00 p.m. Roll was called and the number of members present constituted a quorum.

Members Present:

Clay Covert
Derek Wolstenholme
Audra Harper
Tasha Quinnelly
Carolyn Courson, Chairwoman

Members Absent:

Donald Burton, Jr.
Herb Cole

Staff Present:

Adrienne D. Jones, Director of Community Development
Pat Johnson, Recording Secretary
Shawn Alves, BZA Attorney

Chairwoman asked for input regarding the January 4, 2024 minutes presented by staff. There being none, minutes stand approved as submitted.

Chairwoman called for the next order of business: a request for a Variance as presented on the meeting agenda.

A presentation of the report packet was given and recommended by the Director regarding application #2024-02, Jubilee Gymnastics Academy, LLC seeking approval of a Variance to allow a parking agreement between adjacent property owners to meet the minimum parking requirements for a church at 26120 Equity Drive, which is zoned B-2, General Business. Her recommendation was favorable.

Chairwoman called for questions from the Board. There were none. The Chairwoman opened the floor for the public hearing and called for those in support of the appeal.

Matthew Brown, the agent and representative for Lighthouse Baptist Church spoke seeking approval of the variance to meet the parking requirements specified in the Land Use and Development ordinance as a precaution before investing in the building. He noted that they were also talking with other adjacent property owners as well for future parking as the church grows.

Chairwoman called for questions from the Board.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF FEBRUARY 1, 2024 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

The Board presented several questions: number of church members, present location and length of time there, parking capacity without agreement, and the availability of any other parking agreements.

Mr. Brown answered we have approximately 100 members attending on Sunday's and for the past two years we have been leasing from the Messianic Temple on CR 64. The parking capacity would be around 136 spaces and we want to have a good neighborly relationship so we are talking with the surrounding property owners to work out potential parking agreements, especially on high attendance days such as Easter.

The Chairwoman asked would the playground remain and would it meet the requirements if it did not.

Mr. Brown answered the playground area will be converted into parking spaces and it still would not meet the parking requirements.

The Chairwoman called for those in opposition, followed by rebuttal. There being none, the Chairwoman closed the floor for public participation.

The Chairwoman called for discussion from the Board. Hearing no further comments from the Board, the Chairwoman called for an affirmatively stated motion.

A Motion was made by Mrs. Harper and Seconded by Mrs. Quinnelly to approve Appeal #2024-02, Jubilee Gymnastics Academy LLC, request for a Variance to establish a parking agreement between adjacent properties to satisfy minimum parking requirements for a church at 26120 Equity Drive.

Upon roll call vote, **the Motion carried unanimously.**

Mr. Covert	Aye
Mr. Wolstenholme	Aye
Mrs. Harper	Aye
Mrs. Quinnelly	Aye
Mrs. Courson	Aye

The Chairwoman stated the motion carried. You may go by the office of Community Development around 9:00 a.m. in the morning to pick up your paperwork. The Chairwoman called the next item on the agenda, By-laws Revision.

Staffed presented all proposed revisions. Several questions and clarifications were provided during the discussion. One minor grammatical error was identified.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF FEBRUARY 1, 2024 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

The Board discussed the revisions after which the Chairwoman called for an affirmatively stated motion.

A **Motion** was made by **Mrs. Harper** and Seconded by **Mr. Wolstenholme** to approve the By-laws Revision with the error corrected.

Upon conclusion of brief deliberations, the roll call vote took place, the **Motion carried unanimously**.

Mr. Covert	Aye
Mr. Wolstenholme	Aye
Mrs. Harper	Aye
Mrs. Quinnelly	Aye
Mrs. Courson	Aye

The Chairwoman stated the By-laws Revisions are approved. There being no other business Chairwoman called for a **Motion to Adjourn**.

A **Motion** was made by **Mr. Wolstenholme** and **Seconded** by **Mrs. Harper** to adjourn. There was no discussion of the motion.

The Motion carried unanimously.

The meeting adjourned at 7:11 p.m.

Respectfully submitted by:



Pat Johnson, Recording Secretary

APPROVED: March 7, 2024



Carolyn Courson, Chairwoman

LYNN M DAVIS

137 Rolling Hill Drive
Daphne, Alabama 36526
251-377-6365
ldavis121@att.net

Summary

35+ years in oil and gas accounting and management
Extensive experience in title work and real estate law, including document preparation
Extensive administrative experience and clerical skills
Volunteer in and active advocate for Daphne schools from 1996 – 2012
Founding member of SEEDS

Work Experience

- 2016-Present Contract work and consulting in Oil and Gas Accounting
- 2000-2013 Renaissance Petroleum Company, LLC
Worked as the only staff accountant from 2000 to mid-2007; worked under CFO from Mid-2007-2016, as one of a team of three accountants, with primary responsibilities in accounts payable, joint interest accounting, revenue distribution and payroll
- 1998-2000 Middle Bay Oil Company, Inc.
Assistant controller, responsible for accounts payable, joint interest accounting, and set up and integration of newly acquired properties and companies
- 1984-1998 Bay City Minerals, Inc.
Accounting manager and controller for all MBOC predecessor corporations and limited partnerships
- 1981-1984 Crawford Beverage Inc. – Assistant Controller
- 1975-1981 Sidney M Harrell, Attorney, PA – Paralegal, Office Manager
- 1971-1975 Four Star Builders, Inc. – General Office Manager and Accountant

Skills

Problem solver and advocate for diversity, underdogs and lost causes; effective communicator with good computer and organizational skills; competitive, but can still play well with others.

Jessica Linne

From: Lynn Davis <ldavis121@att.net>
Sent: Thursday, February 22, 2024 11:53 AM
To: Jessica Linne
Subject: Resume
Attachments: LMD resume (1).pdf

Jessica,

I can only find a .pdf version of my resume -- and don't have the version of adobe that allows me to edit or save as a word document to edit, but the only real change from mid 2019 when I was appointed to the Education Advisory Committee until now, would be the addition of my time served on the committee from July, 2019 until the committee was replaced by the Daphne School Commission near the end of 2022. I hope this will suffice, but if not, let me know and I will re-do.

Thank you,

Lynn Davis
251-377-6365

----- Forwarded Message -----

From: Lynn Davis <ldavis121@att.net>
To: cityclerk@daphneal.com <cityclerk@daphneal.com>
Cc: councildistrict1@daphneal.com <councildistrict1@daphneal.com>
Sent: Tuesday, July 2, 2019 at 06:51:11 PM CDT
Subject: Education Advisory Committee

Mrs. Conaway was so kind to invite me to attend this morning's Education Advisory Committee meeting; and, if there is room for one more committee member, I would really like to be included. I have taken a big interest in Baldwin County education, and specifically the Daphne schools since my children first attended over twenty years ago. During their time in our school system, I became an active volunteer and advocate for the schools, including holding PTA/PTO offices, organizing a volunteer reading program, and being a founding member of SEEDS. In fact, I was a part of the DHS PTO team that walked away with most of the top prizes for four straight years during the time of the Mamma Mia festivals sponsored by SEEDS. I loved my time volunteering in the schools and getting to know the education system from the inside out. Even though I have not been an active participant for the past few years, I would really like to get back into being an advocate for education in our Daphne schools, and I think this committee would be a good place for me to do that.

Again, If there is room for one more, I have attached my resume and would very much appreciate your consideration.

Thank you,

Lynn Davis
137 Rolling Hill Drive
Daphne, AL 36526
251-377-6365

February 29 Recreation Board Meeting

6:03 Meeting called to order by President Brad Osborn at the Daphne Tennis and Pickle Ball Center. Secretary David Dueitt declared there was a quorum.

Those in attendance: Brad Osborne, Benjamin Hughs, Frank Pierce, Kit Smith, Lisa O'Hara, David Dueitt, Jason Walker (new tennis facilities manager) , Alison Fly in support of beach volleyball, Eric Mann representing sports academy, expressing support for Daphne Sports teams.

Eric Mann made a presentation about the Sports Academy and their scholastic opportunities. They currently have a four-year program. New President Steve ? is considering bringing new ideas and offering on-campus sports. They have hired coaches, are actively recruiting athletes, offering sponsorships for swim and volleyball, etc. and sponsor the Fairhope Soccer League. They are interested in doing the same in Daphne. The Sports Academy is very interested in rebuilding the on-campus community of students they had when they first opened. Most are now online, with 20 on campus. That number will grow.

Cross Country, Volleyball, Swim, and basketball are currently sponsored. The Sports Academy expressed strong interest in growing the number of participants in sports teams they sponsor and expanding the number of sports offered.

Allison Fly (alisonwojo@gmail.com) presented in support of beach volleyball. She expressed a desire to create more courts for tournaments, neighborhood play, and team sports. Plans considered for Volleyball Courts at Lott Park were discussed.

Jason Walker, manager of the new Tennis/Pickleball Facility, made the presentation. He spoke of his background managing other facilities and properties and expressed his excitement about the new facility's growth in Pickleball and Tennis.

Coach Kenny King spoke of the new construction:

The turf will be completed in 90 days.

The track is complete.

The D zones will also be turf, so the entire inside of the stadium will be turf. New bleachers will be installed on the visitor's side.

Due to signed contract obligations, graduation will be in Foley this year.

Sports team updates:

The girls wrestling team won again.

The girl's basketball made it to Sweet 16.

Baseball is picking up.

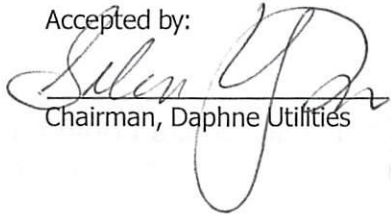
Soccer is defending their championship.

After our guests left, the board discussed the Recreation Board's Response to the "20-Year Daphne Recreation Plan." All agreed to consider the rough draft response presented and return next month to prioritize and edit our suggestions.

Motion to dismiss by David Dueitt, 2nd by Frank Pierce. Motion carried.

Cedric Yelding, Charlie McDavid, Heath Burt absent.

Accepted by:


Chairman, Daphne Utilities



APPROVED MINUTES

Utilities Board Meeting

Council Chambers, Daphne City Hall ♦ January 31, 2024 ♦ 5:00 p.m.

I. Call to Order

The regular January 2024 Board meeting for the Utilities Board of the City of Daphne was held on January 31, 2024 in the Council Chambers at Daphne City Hall and called to order at 5:00 p.m. by Chairwoman Selena Vaughn, followed by the Roll Call:

II. Roll Call

Members Present: Selena Vaughn, Chairwoman
Tim Patton, Vice Chairman
Billy Mayhand, Secretary/Treasurer

Members Absent: Mayor Robin LeJeune, Board Member
Councilman Joel Coleman, Board Member

Others Present: Tony Hoffman – Board Attorney
Scott Polk – General Manager
Bobby Purvis – Operations Manager
Alex Godfrey – Administrative Services Manager
Lori Wilson – Executive Assistant
Lexus Carlee – Finance Manager
Samantha Coppels – Communications Manager

Others Absent: Jerry Speegle

III. Pledge of Allegiance

The Chairwoman led the Board and meeting attendees in the Pledge of Allegiance.

IV. Approval of Minutes

Utilities Board Meeting Minutes October 25, 2023

The Chairwoman requested any additions, corrections, or deletions for the submitted minutes of the regular Daphne Utilities Board meeting of November 29, 2023, and the Daphne Utilities Board Special meeting of December 18, 2023.

With no additions, deletions or corrections, the Chairwoman declared that the submitted minutes of the regular Daphne Utilities Board meeting of November 29, 2023, and the Daphne Utilities Board Special meeting of December 18, 2023 would stand approved.

V. OLD BUSINESS –

A. None

Chairwoman Vaughn announced that due to several New Business items that required Board action and recognized members from the Diamante HOA present, she rearranged the agenda order for Public Participation to be conducted before the New Business topics.

VI. Public Participation – Chairwoman Vaughn opened Public Participation at 5:04 pm and welcomed Henry Spizzirri.

Mr. Spizzirri, president of the Diamante HOA, thanked the Board for the opportunity to speak and gave background information on the issues they are facing with their subdivision and DR Horton, specifically the well and water irrigation/fountain. He concluded requesting the Board to issue Diamante HOA a waiver to drill 100' beyond what is stipulated. Mr. Patton explained that the concern is to protect the public water supply. Mr. Spizzirri commented that it is not the HOA's intention to tap into the Daphne Utilities' water aquifer but to find a water source to use the subdivision irrigation system in the way it was designed to function. Chairwoman Vaughn expressed that she believes it should be left to the geotechnical survey professionals to determine the depths, considering they should invest another survey report. Mr. Patton reiterated that it is not so much as the depth of the well as it is the depth of the aquifer and recommended obtaining and researching more information and sympathized in settling issues with the developer/builder. Mr. Spizzirri commented that there have been a lot of issues with the builder/developer and initially appealed to the City [of Daphne] as their responsibility to make sure that when a developer and a builder brings their plan forth to the City that outlines the function of the HOA from the developer and builder that it is a functioning corporation before the HOA is turned over to [the residents of the subdivision]. Mr. Patton noted that more information is needed from the report to review. Mr. Spizzirri stated that the HOA does not have the money for additional surveys and hiring geologist. Mr. Patton stated that they would not want to recommend or agree to a resolution with the possibility of not resolving the HOA's problem and advocating some time to ponder. Mr. Scott also empathized with the HOA in terms of having issues with that development and offered to find a solution to help within the confines of the Utilities' constraints.

Chairwoman Vaughn thanked Mr. Spizzirri for coming and presenting the HOA's concerns and issues and noted that Mr. Patton will research for a resolution. She then closed Public Participation at 5:27 pm.

VII. NEW BUSINESS –

A. Authorization for Sale of Office Chairs, Miscellaneous Electronic Hardware, and various Utility Sinks on GovDeals.com (Board Action – MOTION)

Mr. Patton asked how our items stay posted for sale on GovDeals; Ms. Kimberly Nicholson, buyer, answered that there is a time limit, approximately 10-14 days. Mr. Patton advised that there is a ministry in Chickasaw that accepts discarded electronics for use in job training for dispirited people to rework and help to get them back on their feet.

MOTION by Vice-Chairman Tim Patton to approve the Authorization for Sale of Office Chairs, Miscellaneous Electronic Hardware and various Utility Sinks on GovDeals.com; Motion was Seconded by Secretary/Treasurer Billy Mayhand.

AYE: Mayhand, Patton, Vaughn NAY: ABSENT: Coleman, LeJeune ABSTAIN: **MOTION CARRIED**

- B. Recommendation for Approval – Requisition 54** - for the purchase of 2 Flygt NP3301-464 85hp pumps for the Timbercreek West lift station upgrade project from Jim House & Associates (single source vendor) in the amount of \$149,251.00. (Requisition amount was based off first quote, but by the time of bid the price had dropped.) (Board Action – MOTION)

Operations Manager Bobby Purvis advised the Board members that this Requisition is for replacement pumps and saved money by delaying the purchase then the prices dropped. Mr. Purvis commended Wastewater Collections Manager Bruce Watson by researching vendors for the purchase.

MOTION by Vice-Chairman Tim Patton to approve Requisition 54 for the purchase of 2 - Flygt NP3301-464 85hp pumps for the Timbercreek West Liftstation Upgrade project from Jim House & Associates (single source vendor) in the amount of \$149,251.00; Motion was Seconded by Secretary/Treasurer Billy Mayhand.

AYE: Mayhand, Patton, Vaughn NAY: ABSENT: Coleman, LeJeune ABSTAIN: **MOTION CARRIED**

- C. Recommendation for Approval – Requisition 204** - for the purchase of 2 Portable Bypass Pumps, Godwin CD150S Critically Silenced Diesel Pumps with FT4 Isuzu engines through the Houston-Galveston Area Council Co-Op for \$123,964.50. These portable bypass pumps will help keep wastewater moving through the system and prevent SSOs during power outages. (Board Action – MOTION)

Mr. Bobby Purvis informed the Board members of these portable bypass pumps to be used at lift stations where by-pass pumps are not permanently positioned which will be especially beneficial during power outages.

MOTION by Secretary/Treasurer Billy Mayhand to approve Requisition 204 for the purchase of 2 Portable Bypass Pumps, Godwin CD150S Critically Silenced Diesel Pumps with FT4 Isuzu engines through the Houston-Galveston Area Council Co-Op for \$123,964.50; Motion was Seconded by Vice Chairman Tim Patton.

AYE: Mayhand, Patton, Vaughn NAY: ABSENT: Coleman, LeJeune ABSTAIN: **MOTION CARRIED**

- D. Recommendation for Bid Award** - Annual Contract for Cleaning and Television Inspection of Various Sanitary Sewer Mains FY23-24 (Volkert Project #408264) for the total bid amount of \$186,275.00 to Ranger Environmental Services, LLC (Board Action – MOTION)

It was confirmed that this was an annual budgeted contract and that Ranger Environmental Services had previously performed work for Daphne Utilities.

MOTION by Secretary/Treasurer Billy Mayhand to approve the Annual Contract for Cleaning and Television Inspection of Various Sanitary Sewer Mains FY23-24 (Volkert Project #408264) for the total bid amount of \$186,275.00 to Ranger Environmental Services, LLC; Motion was Seconded by Vice Chairman Tim Patton.

AYE: Mayhand, Patton, Vaughn NAY: ABSENT: Coleman, LeJeune ABSTAIN: **MOTION CARRIED**

- E. **Recommendation for Bid Award** - Annual Contract for Easement/ROW Clearing FY23-24 (Volkert Project #408266) for the total bid amount of \$85,650.00 to Ranger Environmental Services, LLC (**Board Action – MOTION**)

It was confirmed that this was an annual budgeted contract and that Ranger Environmental Services had previously performed work for Daphne Utilities.

MOTION by Vice Chairman Tim Patton to approve the Annual Contract for Easement/ROW Clearing FY23-24 (Volkert Project #408266) for the total bid amount of \$85,650.00 to Ranger Environmental Services, LLC; Motion was Seconded by Secretary/Treasurer Billy Mayhand.

AYE: Mayhand, Patton, Vaughn NAY: ABSENT: Coleman, LeJeune ABSTAIN: **MOTION CARRIED**

- F. **Recommendation for Bid Award** - Contract for CIPP of Various Sanitary Sewer Mains (Volkert Project #408268) for the total bid amount of \$375,257.95 to Gulf Coast Underground, LLC (**Board Action – MOTION**)

It was confirmed that Gulf Coast Underground, LLC had previously performed work for Daphne Utilities satisfactorily.

MOTION by Secretary/Treasurer Billy Mayhand to approve the Contract for CIPP of Various Sanitary Sewer Mains (Volkert Project #408268) for the total bid amount of \$375,257.95 to Gulf Coast Underground, LLC; Motion was Seconded by Vice Chairman Tim Patton.

AYE: Mayhand, Patton, Vaughn NAY: ABSENT: Coleman, LeJeune ABSTAIN: **MOTION CARRIED**

VIII. BOARD ATTORNEY'S REPORT

Mr. Tony Hoffman filled in for Mr. Jerry Speegle and had nothing to add to the submitted but was available for questions

IX. FINANCIAL REPORT

Finance Manager Lexus Carlee reviewed 2 months of financials for the Board, highlighting: the net income, total expenses, and several checks.

X. GENERAL MANAGER'S REPORT

A. GM Report

General Manager Scott Polk updated the Board members on: the completion of the Village Drive water main replacement project; a meeting regarding US90 force main stabilization project with work to begin the following week with notification to the City of a lane diversion; Well #15, formerly #2, documentation has been submitted to ADEM and awaiting approval; the Trojan elevated storage tank rehab has begun with public signage displayed on the northeast corner of Champions Way and CR13; and the grit removal system is in place and running with a ribbon-cutting planned for the future.

Mr. Polk advised the Board of the upcoming plans for the Strategic Plan involving the members.

B. Operations Report

Mr. Bobby Purvis notified the Board members that gas lines installation had begun in Hope Vineyards subdivision, anticipating it to be a big project encompassing approximately 20-feet of gas line. He also pointed out the completion of the lid for the wet well at the end of Belrose.

Samantha Coppels noted that she is using a new video platform to add new video shorts to the social media page.

C. Engineering & Consulting Reports –

- XI. **BOARD ACTION** – Chairwoman Vaughn reminded the members of the General Manager's performance review and called for a motion to approve a 3% salary increase retroactive to January 1, 2024 for Scott Polk.

MOTION by Vice Chairman Tim Patton to approve a 3% salary increase retroactive to January 1, 2024 for General Manager Scott Polk; Motion was Seconded by Secretary/Treasurer Billy Mayhand.

AYE: Mayhand, Patton, Vaughn

NAY:

ABSENT: Coleman, LeJeune

ABSTAIN:

MOTION CARRIED

- XII. **PUBLIC PARTICIPATION** – Previously addressed.

XIII. BOARD COMMENTS –

Mr. Billy Mayhand wished the participants a Happy New Year, commented on a great last year and looking forward to a very successful year.

Mr. Tim Patton thanked the staff; he mentioned the interconnect with Spanish Fort and thanked the staff for getting this organized.

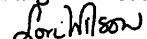
Mr. Mayhand asked about a company picnic get-together for all the employees. Mrs. Coppels answered that it typically takes place in the spring or summer and not so much as a picnic but rather a family fun day. She advised that this year would be a family fun day at the zoo on April 13th.

XIV. ADJOURNMENT

With no additional comments, the Chairwoman Vaughn adjourned the meeting.

The meeting adjourned at 5:48pm.

Preceding minutes submitted to the Daphne Utilities Board by:


Lori Wilson, Executive Assistant, Daphne Utilities



City of Daphne Event Permit Application

TYPE OF PERMIT:☒ Special Event/Fundraiser☐ Parade/Run (Streets Use)☒ Walk (Sidewalks Only)☐ Athletic Complex/Sporting Event☐ Other: _____**APPLICANT & ORGANIZATION INFORMATION**ORGANIZATION NAME: American Foundation for Suicide PreventionAPPLICANT NAME: Lydia BarberSTREET: 606 Oak Ridge Ct. West CITY, STATE, ZIP: Daphne, AL 36526CONTACT PHONE: 251-455-6453 EMAIL: lydiabarber1@gmail.com"ON SITE" CONTACT PERSON DAY OF EVENT: Lydia BarberCELL PHONE: 251-455-6453 EMAIL: lydiabarber1@gmail.com**EVENT INFORMATION**EVENT NAME: South Alabama Out of the Darkness WalkTYPE OF/PURPOSE OF EVENT: Fundraiser for American Foundation for SuicideEVENT DATE: 10/13/2024 TIME (START-END): 1pm-4pm PreventionASSEMBLY TIME: 1pm # PARTICIPANTS/VEHICLES: app. 800EVENT LOCATION: In front of Daphne City Hall

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL

BE USED ON-SITE): We use about 20-25 tables, app. 40 chairs,
there are approximately 20 tents in use, 3 portalets,
small stage and a DJ set up, 6-8 picnic tables are
brought in, and 3-4 barricades.

SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS: ☐ Yes* ☒ No *If Yes, please indicate which City Route is requested: _____

WILL YOUR EVENT REQUIRE BARRICADES: ☐ Yes* ☐ No *If Yes, please indicate quantity & location: _____

I use 3-4 barricades to block entrances to City Hall

WILL YOUR EVENT REQUIRE ELECTRICITY: ☒ Yes* ☐ No *If Yes, you must provide your own extension cords

WILL YOUR EVENT REQUIRE WATER: ☐ Yes* ☒ No *If Yes, you must provide your own hose(s)

OTHER SPECIAL ITEMS FOR RENT:

TENTS: 20' X 40' # _____ X \$321.00 10' X 10' # _____ X \$123.00/EACH

TABLES: 8' L # _____ X \$45.00/EACH CHAIRS: # _____ X \$12.00/EACH

OTHER SPECIAL REQUESTS: _____

MARKETING & COMMUNICATIONS

PLEASE NOTE: As a City permitted event, the City of Daphne should be listed as a sponsor on all marketing materials promoting your event, such as, but not limited to, posters, social media outlets, website(s), t-shirts, promo items, etc. It is the event organizer's responsibility to request the official City logo from our Marketing & Events Department in a proper format. No other City of Daphne logo should be utilized. Please initial acknowledgement: _____

Is your event open to the general public? ☒ Yes* ☐ No

* If Yes, do you wish for your event to be listed and/or shared on: www.daphneal.com? ☒ Yes ☐ No

Facebook.com? ☒ Yes ☐ No Instagram? ☒ Yes ☐ No LinkedIn? ☒ Yes ☐ No

MARKETING CONTACT (IF DIFFERENT THAN EVENT APPLICANT OR "ON SITE" EVENT CONTACT):

NAME: Lydia Barber CONTACT PHONE: 251-455-6453

OTHER MARKETING REQUESTS: _____

REVENUE/BUSINESS LICENSE

WILL SALES BE GENERATED AT YOUR EVENT: ☐ Yes** ☐ No ** If Yes, please provide your City of Daphne Business License Number here: _____

PLEASE NOTE: If you are providing food trucks or other third-party vendors, they MUST be a licensed business with the City of Daphne.

INDEMNITY & HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Daphne to use grounds, sidewalks, and/or streets, I hereby indemnify and hold harmless the City of Daphne, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third party using the grounds, sidewalks, and/or streets who are injured or suffer property damage that is in any way caused by my use of the grounds, sidewalks, and/or streets. This indemnity and hold harmless agreement is given to the City of Daphne to protect the City and its agents, servants, and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of grounds, sidewalks, and/or streets.

Further, I have read and understand all rules and regulations according to the City of Daphne Ordinance No. 2017-35 as set forth by the governing body of the City of Daphne and will abide by these rules and regulations. I understand that damage to City property, grounds, sidewalks, and/or streets can and will result in additional fees. I also understand that if at any time the City of Daphne appointed Law Enforcement, Code Enforcement, or other personnel feel that said rules and regulations are not being followed the function will be terminated with no refund of said fees.

I have read and understand the above, including the cancellation and indemnity policies.

APPLICANT SIGNATURE: _____

Lydia Barker

DATE: _____

2/29/2024

[Signature]

INTERNAL USE ONLY

DATE REC'D: *3-4-2024*

CITY CLERK: _____

FIRE DEPT: *[Signature]*

APPROVED ROUTE: _____

POLICE DEPT: *[Signature]*

ROUTE MAP ATTACHED: ☐ Yes ☐ No

PUBLIC WORKS: *[Signature]*

SPORTS & RECREATION: *[Signature]*

EVENT FEE: ☐ Paid \$ _____ CHK# _____

MARKETING & EVENTS: *[Signature]*

☐ Waived: _____

** REVENUE: _____

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No



City of Daphne Event Permit Application

TYPE OF PERMIT:

- ☒ Special Event/Fundraiser ☐ Parade/Run (Streets Use) ☐ Walk (Sidewalks Only)
☒ Athletic Complex/Sporting Event ☒ Other: _____

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Salty Dogs Coursing, LLC

APPLICANT NAME: Jeremy Middlebrooks

STREET: 265 River Rte CITY, STATE, ZIP: Magnolia Springs, AL 36555

CONTACT PHONE: 251-767-0021 / 251-752-1061 EMAIL: jeremy_middlebrooks@yahoo.com

"ON SITE" CONTACT PERSON DAY OF EVENT: Jeremy Middlebrooks

CELL PHONE: 251-767-0021 / 251-752-1061 EMAIL: jeremy_middlebrooks@yahoo.com

EVENT INFORMATION

EVENT NAME: AKC CAT (coursing ability test) & Fast Cat

TYPE OF/PURPOSE OF EVENT: AKC titling event for dog

EVENT DATE: 05/23/24-05/26/24 TIME (START- END): 0800-1500

ASSEMBLY TIME: 05/23/24 ~4 hours # PARTICIPANTS/VEHICLES: ~25

EVENT LOCATION: Ruff Wilson Park or Al Trione Park (overflow parking area)

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): This is an AKC sanctioned event where dogs may earn titles. It is a 300-600 yard course that a dog follows a lure (plastic bag). We do have tents for shade / rain for exhibitors and equipment. We can order port - o - lets if needed.

SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS: ☐ Yes* ☒ No *If Yes, please indicate which City Route is requested: _____

WILL YOUR EVENT REQUIRE BARRICADES: ☐ Yes* ☒ No *If Yes, please indicate quantity & location: _____

WILL YOUR EVENT REQUIRE ELECTRICITY: ☐ Yes* ☐ No *If Yes, you must provide your own extension cords

WILL YOUR EVENT REQUIRE WATER: ☒ Yes* ☐ No *If Yes, you must provide your own hose(s)

OTHER SPECIAL ITEMS FOR RENT:

TENTS: 20' X 40' # _____ X \$321.00 10' X 10' # _____ X \$123.00/EACH

TABLES: 8' L # _____ X \$45.00/EACH CHAIRS: # _____ X \$12.00/EACH

OTHER SPECIAL REQUESTS: Extra Garbage Cans

MARKETING & COMMUNICATIONS

PLEASE NOTE: As a City permitted event, the City of Daphne should be listed as a sponsor on all marketing materials promoting your event, such as, but not limited to, posters, social media outlets, website(s), t-shirts, promo items, etc. It is the event organizer's responsibility to request the official City logo from our Marketing & Events Department in a proper format. No other City of Daphne logo should be utilized. Please initial acknowledgement: _____

Is your event open to the general public? ☒ Yes* ☐ No

* If Yes, do you wish for your event to be listed and/or shared on: www.daphneal.com? ☒ Yes ☐ No

Facebook.com? ☒ Yes ☐ No Instagram? ☒ Yes ☐ No LinkedIn? ☒ Yes ☐ No

MARKETING CONTACT (IF DIFFERENT THAN EVENT APPLICANT OR "ON SITE" EVENT CONTACT):

NAME: _____ CONTACT PHONE: _____

OTHER MARKETING REQUESTS: _____

REVENUE/BUSINESS LICENSE

WILL SALES BE GENERATED AT YOUR EVENT: ☐ Yes** ☒ No ** If Yes, please provide your City of Daphne Business License Number here: _____

PLEASE NOTE: If you are providing food trucks or other third-party vendors, they MUST be a licensed business with the City of Daphne.

INDEMNITY & HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Daphne to use grounds, sidewalks, and/or streets, I hereby indemnify and hold harmless the City of Daphne, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third party using the grounds, sidewalks, and/or streets who are injured or suffer property damage that is in any way caused by my use of the grounds, sidewalks, and/or streets. This indemnity and hold harmless agreement is given to the City of Daphne to protect the City and its agents, servants, and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of grounds, sidewalks, and/or streets.

Further, I have read and understand all rules and regulations according to the City of Daphne Ordinance No. 2017-35 as set forth by the governing body of the City of Daphne and will abide by these rules and regulations. I understand that damage to City property, grounds, sidewalks, and/or streets can and will result in additional fees. I also understand that if at any time the City of Daphne appointed Law Enforcement, Code Enforcement, or other personnel feel that said rules and regulations are not being followed the function will be terminated with no refund of said fees.

I have read and understand the above, including the cancellation and indemnity policies.

APPLICANT SIGNATURE: Jeremy Middlebrooks DATE: 03/06/24

Must complete Facility Use Agreement for Ruff Wilson through Sports & Rec.

INTERNAL USE ONLY	
DATE REC'D: <u>3-6-2024</u>	CITY CLERK: _____
FIRE DEPT: <u>[Signature]</u>	APPROVED ROUTE: _____
POLICE DEPT: <u>[Signature]</u>	ROUTE MAP ATTACHED: ☐ Yes ☐ No
PUBLIC WORKS: <u>[Signature]</u>	EVENT FEE: ☐ Paid \$ _____ CHK# _____
SPORTS & RECREATION: <u>[Signature]</u>	☐ Waived: _____
MARKETING & EVENTS: _____	PROOF OF INSURANCE REC'D: ☐ Yes ☐ No
** REVENUE: _____	



City of Daphne Event Permit Application

TYPE OF PERMIT:

- ☒ Special Event/Fundraiser ☐ Parade/Run (Streets Use) ☐ Walk (Sidewalks Only)
☐ Athletic Complex/Sporting Event ☐ Other: _____

APPLICANT & ORGANIZATION INFORMATION

ORGANIZATION NAME: Community Spirit Day

APPLICANT NAME: Sandy Robinson/ Jewel Lawson

STREET: 1500 Main Street

CITY, STATE, ZIP: Daphne, AL 36526

CONTACT PHONE: (251) 709-5476

EMAIL: sandyjo.robinson@gmail.com

"ON SITE" CONTACT PERSON DAY OF EVENT: Sandy Robinson

CELL PHONE: (251) 709-5476

EMAIL: sandyjo.robinson@gmail.com

EVENT INFORMATION

EVENT NAME: Community Spirit Day

TYPE OF/PURPOSE OF EVENT: Promote friendship & unity between Daphmont and Old Town Daphne

EVENT DATE: September 7, 2024

TIME (START- END): 2:00-5:00 p.m.

ASSEMBLY TIME: 8:00 a.m. setup

PARTICIPANTS/VEHICLES: Approx 300

EVENT LOCATION: Lott Park

FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): Food & drinks will be served; we will provide DJ & activities. We need 2 tents.

No port-o-lets or staging.

SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS: ☐ Yes* ☒ No *If Yes, please indicate which City Route is requested: _____

WILL YOUR EVENT REQUIRE BARRICADES: ☐ Yes* ☒ No *If Yes, please indicate quantity & location: _____

WILL YOUR EVENT REQUIRE ELECTRICITY: ☒ Yes* ☐ No *If Yes, you must provide your own extension cords

WILL YOUR EVENT REQUIRE WATER: ☒ Yes* ☐ No *If Yes, you must provide your own hose(s)

OTHER SPECIAL ITEMS FOR RENT:

TENTS: 20' X 40' # 1 X \$321.00 10' X 10' # 1 X \$123.00/EACH

TABLES: 8' L # 25 X \$45.00/EACH CHAIRS: # ~~80~~ 100 X \$12.00/EACH

OTHER SPECIAL REQUESTS: In addition to above, several trash cans, Daphne banner

4 barricades, 10 cones

MARKETING & COMMUNICATIONS

PLEASE NOTE: As a City permitted event, the City of Daphne should be listed as a sponsor on all marketing materials promoting your event, such as, but not limited to, posters, social media outlets, website(s), t-shirts, promo items, etc. It is the event organizer's responsibility to request the official City logo from our Marketing & Events Department in a proper format. No other City of Daphne logo should be utilized. Please initial acknowledgement: _____

Is your event open to the general public? ☒ Yes* ☐ No

* If Yes, do you wish for your event to be listed and/or shared on:
 www.daphneal.com? ☐ Yes ☒ No
 Facebook.com? ☐ Yes ☒ No Instagram? ☐ Yes ☒ No LinkedIn? ☐ Yes ☒ No

MARKETING CONTACT (IF DIFFERENT THAN EVENT APPLICANT OR "ON SITE" EVENT CONTACT):

NAME: Same CONTACT PHONE: _____

OTHER MARKETING REQUESTS: _____

REVENUE/BUSINESS LICENSE

WILL SALES BE GENERATED AT YOUR EVENT: ☐ Yes** ☒ No ** If Yes, please provide your City of Daphne Business License Number here: _____

PLEASE NOTE: If you are providing food trucks or other third-party vendors, they MUST be a licensed business with the City of Daphne.

INDEMNITY & HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Daphne to use grounds, sidewalks, and/or streets, I hereby indemnify and hold harmless the City of Daphne, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third party using the grounds, sidewalks, and/or streets who are injured or suffer property damage that is in any way caused by my use of the grounds, sidewalks, and/or streets. This indemnity and hold harmless agreement is given to the City of Daphne to protect the City and its agents, servants, and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of grounds, sidewalks, and/or streets.

Further, I have read and understand all rules and regulations according to the City of Daphne Ordinance No. 2017-35 as set forth by the governing body of the City of Daphne and will abide by these rules and regulations. I understand that damage to City property, grounds, sidewalks, and/or streets can and will result in additional fees. I also understand that if at any time the City of Daphne appointed Law Enforcement, Code Enforcement, or other personnel feel that said rules and regulations are not being followed the function will be terminated with no refund of said fees.

I have read and understand the above, including the cancellation and indemnity policies.

APPLICANT SIGNATURE: _____



DATE: 3-4-24

INTERNAL USE ONLY

DATE REC'D: 3-4-2024

FIRE DEPT: 26

POLICE DEPT: 75

PUBLIC WORKS: 95

SPORTS & RECREATION: 1

MARKETING & EVENTS: _____

** REVENUE: _____

CITY CLERK: _____

APPROVED ROUTE: _____

ROUTE MAP ATTACHED: ☐ Yes ☐ No

EVENT FEE: ☐ Paid \$ _____ CHK# _____

☐ Waived: _____

PROOF OF INSURANCE REC'D: ☐ Yes ☐ No

**LOAN GUARANTY AGREEMENT
BY AND BETWEEN THE DAPHNE DOWNTOWN REDEVELOPMENT AUTHORITY
AND THE CITY OF DAPHNE, ALABAMA**

THIS LOAN GUARANTY AGREEMENT (this “Agreement”), is hereby made and entered into as of the ____ day of _____, 2024 (the “Effective Date”), by and between **THE DAPHNE DOWNTOWN REDEVELOPMENT AUTHORITY**, an Alabama non-profit public corporation organized pursuant to the provisions of Title 11, Chapter 54A of the Code of Alabama (the “DRA”), and the **CITY OF DAPHNE**, an Alabama municipal corporation (the “City”). The DRA and the City may from time to time be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the DRA was authorized by the City to incorporate in 1999, with the purpose of exploring opportunities to revitalize and redevelop the central business district of the City, all in accordance with Title 11, Chapter 54A of the Code of Alabama (the “Act”); and

WHEREAS, the City supports and encourages local economic and commercial development and the DRA’s efforts to revitalize and redevelop the central business district of the City; and

WHEREAS, the City, as lessor, and the DRA, as lessee, are parties to that certain Ground Lease dated as of December 21, 2021 (the “Ground Lease”), whereby the City leases to the DRA a certain parcel of land commonly known as 1716B Main Street in Daphne, Alabama, comprising approximately 0.064 acres of real property, as more particularly described in the Ground Lease (the “Leased Property”); and

WHEREAS, the DRA desires to construct certain improvements (as further defined in the Ground Lease, “Improvements”) on the Leased Property, in accordance with the Act and as permitted by the Ground Lease, which are estimated to cost approximately \$1,700,000.00 (the “Project”); and

WHEREAS, the DRA intends to finance the Project, and has requested that the City guarantee such loan (the “Loan”); and

WHEREAS, the City is authorized pursuant to Section 94.01 of the Constitution of Alabama of 1901 to expend funds for economic development, including, without limitation, to lend its credit to or grant public funds to any individual, firm, corporation, or business entity, public or private, for the purpose of promoting the economic and industrial development of the City; and

WHEREAS, the DRA is authorized pursuant to Section 11-54A-9(a)(13) of the Act to make application to the City for guarantees or other financial assistance in furtherance of the DRA’s public purpose and to accept and use the same upon such terms and conditions as are prescribed by the City; and

WHEREAS, the Parties desire to set forth the terms and conditions of the City’s agreement to guarantee the Loan.

NOW, THEREFORE, upon and in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. City Guarantee. The City agrees that it will guarantee a construction loan in the approximate amount not to exceed ONE MILLION, SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00) with a financial institution to be selected by the DRA and subject to approval by the City (together with any successor lender, the “Lender”) for the DRA’s financing of the Improvements (the “Guaranty”) which shall be used by the DRA in accordance with the Act. The DRA shall make payments, as the Lender determines, for interest and/or principal for the guaranty period or any extension thereof; thereafter, the DRA shall pay the entire balance and any accrued interest as such becomes due and payable.

2. Loan Default. Should the DRA default on any payment as required by the Lender which results in the City tendering payment on the Loan, or fail to pay the entire principal balance and any accrued interest and costs at the end of the term of the Loan or any extension, then in that event the Ground Lease shall be terminated, and the Improvements and all alterations, additions, equipment and fixtures thereto shall be deemed to be and shall automatically become the property of the City, without cost or charge to the City, as provided in Section 3.4 of the Ground Lease.

3. Recapture of Payments Made by City Under Guaranty. In the event that the City is required to make any payments on the Loan pursuant to the Guaranty, then the DRA shall be obligated to reimburse the City in full for such guaranty payment(s), plus interest in the amount of 6.00% per year (the “Recapture Amount”), as set forth in this Section 3. The DRA currently receives from the City an allocation, at least quarterly, of five percent (5%) of the total proceeds received by the City from the City’s levy of lodging taxes (the “Lodging Tax Allocation”) pursuant to City of Daphne Ordinance 2022-56 (as it exists and as it may be amended from time to time, the “Lodging Tax Ordinance”). The DRA hereby assigns all proceeds of the Lodging Tax Allocation to reimburse the Recapture Amount until such amount is reimbursed to the City in full. For such time as the City shall apply any or all of the Lodging Tax Allocation toward the Recapture Amount, the City shall provide the DRA with an accounting of the amount credited to the Recapture Amount as applied. Upon reimbursement in full of the Recapture Amount to the satisfaction of the City, the DRA’s assignment of the Lodging Tax Allocation shall terminate until such time as any subsequent default results in any Recapture Amount, which shall also be reimbursed through the DRA’s assignment to the City of the Lodging Tax Allocation.

4. Governing Law. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Alabama.

5. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect and for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6. Amendment and Waivers. This Agreement may not be amended or modified except by a written instrument signed by each Party. The waiver by any Party of such Party's rights under this Agreement in any particular instance or instances, whether intentional or otherwise, shall not be considered as a continuing waiver which would prevent subsequent enforcement of such rights or of any other rights.

7. Assignment. This Agreement is not assignable by either Party except that the City may consent to any assignment by the DRA, but any consent to assignment shall be at the sole, right, option, and privilege of the City. If so assigned, the DRA shall remain liable for all obligations under this Agreement to the extent any such obligations are not performed by the assignee.

8. Further Assurances. The DRA and the City agree to do all things and take all actions reasonably necessary to fulfill their respective obligations under this Agreement, including the obtaining, negotiation, execution, and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or other agreements.

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Parties with regard to the subject matter addressed herein.

10. Binding Effect. This Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. In addition, the Parties agree (a) to take all actions, without exception, which are necessary and appropriate at any time to assure the binding effect, legality, and enforceability of their respective obligations hereunder and (b) not to take any action which would affect in any way whatsoever the binding effect, legality, and enforceability of their respective obligations hereunder.

11. Relationship of Parties; No Third Party Beneficiary. No relationship is created hereunder between the City and the DRA other than guarantor and debtor. The parties hereto expressly declare that, in connection with the activities and operations contemplated by this Agreement, they are neither partners nor joint venturers, nor does a debtor-creditor, principal-agent or any other relationship except as aforesaid, exist between them. This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall create or be construed to create any duty, standard of care, or liability to, nor confer any right of suit or action on, any person or entity other than the Parties hereof, including employees, independent contractors, or affiliates.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures begin on following page.]

IN WITNESS WHEREOF, this Agreement is made and entered into as of the day and year first above written.

CITY OF DAPHNE, an Alabama municipal corporation

By: _____

Name: Robin LeJeune

Its: Mayor

ATTEST:

[CORPORATE SEAL]

Name: Candace G. Antinarella

Its: City Clerk

THE DAPHNE DOWNTOWN REDEVELOPMENT AUTHORITY,
an Alabama non-profit public corporation

By: _____

[CORPORATE SEAL]

Name: Daphne Robinson

Its: Chairperson

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2024-12**

2024-C-VOIP PHONE SYSTEM

WHEREAS, The City of Daphne is required under section 41-16-20 of the Code of Alabama to secure competitive bids for items in excess of \$30,000; and

WHEREAS, the City of Daphne acknowledges that the VoIP Phone System will exceed \$30,000; and

WHEREAS, the City of Daphne did receive and review bids for the VoIP Phone System and has determined that the bid from ThreatAdvice as presented is reasonable; and

WHEREAS, staff recommends the bid for VoIP Phone System be awarded to ThreatAdvice for services and equipment cost as bid.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the City hereby accepts the bid from ThreatAdvice for services and equipment for the monthly recurring amount of \$2,515.48 as specified in BID SPECIFICATION NO. 2024-C-VoIP Phone System.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA this ____ day of _____, 2024.

Robin Le Jeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2024-13**

**A RESOLUTION REQUESTING AN ATTORNEY GENERAL OPINION
PROVIDED BY SECTION 36-15-1 OF THE CODE OF ALABAMA (1975)**

WHEREAS, Section 36-15-1(1)(b) of the Code of Alabama (1975), provides, in part, the following duties of the Attorney General:

(b) The Attorney General shall give his or her opinion, in writing or otherwise, as to any question of law connected with the duties of the following county or city officers when requested so to do in writing: Judge of probate, clerk of the circuit court, sheriff, city and county boards of education, county commission, register of the circuit court, tax collector, tax assessor, mayor or chief executive officer of any incorporated municipality, city council or like governing body of any incorporated municipality, or any other officer required to collect, disburse, handle, or account for public funds.

WHEREAS, in order to obtain the aforementioned opinion, Section 36-15-1(1)(c) of the Code of Alabama (1975), requires the City of Daphne (the “City”) submit a request as follows:

(c) Any officer or governing body of a municipality or county or officer or governing body of any other elected or appointed body shall submit with the request for an opinion a resolution adopted by the governing body setting forth the facts showing the nature and character of the question which makes the advice or opinion sought necessary to the present performance of some official act that the officer or governing body must perform.

WHEREAS, the City owns that certain parcel of land commonly known as 1716B Main Street, Daphne, Baldwin County, Alabama, comprising approximately 0.064 acres (the “Property”); and

WHEREAS, in 1995, the City dedicated the Property to be utilized as a public park; and

WHEREAS, the Daphne Downtown Redevelopment Authority (the “DRA”) is an Alabama nonprofit public corporation organized by the City in 1999 pursuant to the provisions of Title 11, Chapter 54A of the Code of Alabama (1975), with the purpose of exploring opportunities to revitalize and redevelop the central business district of the City; and

WHEREAS, the City supports and encourages local economic and commercial development and the DRA’s efforts to revitalize and redevelop the central business district of the City; and

WHEREAS, the City has agreed to lease the Property to the DRA and allow the DRA to construct certain improvements thereon as a “Project” of the DRA, as defined in Section 11-54A-2(13) of the Code of Alabama (1975); and

WHEREAS, the City is authorized under Section 11-54A-22 of the Code of Alabama (1975) to lease any property of any kind and any interest therein to the DRA that is necessary and

convenient in connection with aiding and cooperating with the DRA in its efforts to revitalize and redevelop the central business district of the City; and

WHEREAS, Section 35-4-410 of the Code of Alabama (1975) (the “Anti-Alienation Statute”) generally requires that the alienation of any public park be first approved by a majority of qualified electors of the City; and

WHEREAS, in 2020, the Alabama Supreme Court held in *Kenamer v. City of Guntersville*, 315 So. 3d 1090 (Ala. 2020), that the Anti-Alienation Statute is not controlling when a municipality determines that the use of real property previously utilized as a public park for development purposes serves a “valid public purpose” under Section 94.01 of the Alabama Constitution, because when a conflict exists between the Constitution and a statute, the Constitution always prevails; and

WHEREAS, the DRA intends to finance the Project, and has requested that the City guarantee such loan; and

WHEREAS, the City is authorized pursuant to Section 94.01 of the Constitution of Alabama of 1901 to expend funds for economic development, including, without limitation, to lend its credit to or grant public funds to any individual, firm, corporation, or business entity, public or private, for the purpose of promoting the economic and industrial development of the City; and

WHEREAS, the DRA is authorized pursuant to Section 11-54A-9(a)(13) of the Act to make application to the City for guarantees or other financial assistance in furtherance of the DRA’s public purpose and to accept and use the same upon such terms and conditions as are prescribed by the City; and

WHEREAS, the City Council of the City wishes to request an Opinion of the Attorney General on these matters prior to (i) alienating the public park without first submitting to a referendum and (ii) guaranteeing a loan of the DRA for the cost of constructing the Project on the Property.

NOW, THEREFORE, BE IT RESOLVED by the **CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA**, as follows:

1. That a written opinion of the Attorney General is sought, pursuant to Section 36-15-1(1)(b) of the Code of Alabama (1975), regarding the matters set forth herein.
2. That Jay M. Ross, attorney for the City of Daphne, submit a formal request setting forth the facts for the specific questions hereinafter posed:

QUESTION 1

May the City of Daphne lease to the Daphne Downtown Redevelopment Authority certain real property previously dedicated as a public park and allow the Daphne Downtown Redevelopment Authority to construct certain improvements thereon as a Project under applicable state law?

QUESTION 2

May the City of Daphne guarantee a loan secured by the Daphne Downtown Redevelopment Authority for construction of said Project?

ADOPTED AND APPROVED by the **CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA**, this _____ day of _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE
ORDINANCE 2024-04**

**AN ORDINANCE AMENDING THE CITY OF DAPHNE’S TOWING AND RECOVERY
ROTATION SERVICES ORDINANCE NO. 2017-09,
AS CODIFIED IN CHAPTER 21, ARTICLE II, DAPHNE CODE OF ORDINANCES**

WHEREAS, Ordinance No. 2017-09 established regulations governing towing and recovery rotation services for the City of Daphne (the “City”); and

WHEREAS, Ordinance No. 2017-09 has been codified as Chapter 21, Article II, of the Daphne Code of Ordinances; and

WHEREAS, the City Council of the City is aware of the increase in costs associated with towing, cleanup, and recovery services provided by tow truck or wrecker services within the City and, after due consideration, believes it to be in the best interest of public safety and for the benefit of its citizens to amend Ordinance No. 2017-09 to adjust the maximum allowable towing and storage fees for tow truck services performed in response to wrecker rotation calls made by a police dispatcher.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, as follows:

SECTION 1. AMENDMENT TO SECTION 16 (CHAPTER 21, ARTICLE II, SEC. 21-36)

Section 16 of Ordinance 2017-09, as codified at Section 21-36 of Article II, Chapter 21 of the Daphne Code of Ordinances, is hereby repealed and replaced in its entirety with the following:

No tow truck service business on the Daphne Police Department’s wrecker rotation call list may charge a fee in excess of amounts set forth herein for tow truck services performed in response to wrecker rotation calls made by a police dispatcher. In addition to the fee caps set forth and provided herein, no other fees may be charged by the tow truck service business that are not expressly set forth by this ordinance.

- (1) The tow truck service business may not charge more than two hundred dollars (\$200.00) for each vehicle towed as the result of an arrest or an abandoned, dismantled, or inoperative vehicle from one point in the Daphne city limits and police jurisdiction to another point therein, for any vehicle with a gross vehicle weight rating (GVWR) of 10,000 pounds or less.
 - a. If any vehicle requires a dolly, tire change, or removal of a dislodged drive shaft there may be an additional charge up to thirty-five dollars (\$35.00).
 - b. No additional added towing charges will be allowed for moving the towed vehicle to any destination required by the owner within the Daphne city limits and police jurisdiction.

- (2) The tow truck service business may not charge more than two hundred dollars (\$200.00) for each vehicle towed as the result of an accident from one point in the Daphne city limits and police jurisdiction to another point therein, for any vehicle with a gross vehicle weight rating (GVWR) of 10,000 pounds or less. In addition to the up to two hundred dollar (\$200.00) charge for towing each vehicle, any service call which requires more than one (1) hour on scene shall be permitted an additional charge up to two hundred dollars (\$200.00) per hour, calculated in fifteen minute increments.
- (3) The tow truck service business may not charge more than five hundred dollars (\$500.00) for each vehicle towed from one point in the City or police jurisdiction to another point therein, for any vehicle with a gross vehicle weight rating (GVWR) of 10,001 pounds or more. In addition to the charge up to five hundred dollars (\$500.00) for towing each vehicle, any service call which requires more than one (1) hour on scene shall be permitted an additional charge up to five hundred dollars (\$500.00) per hour, calculated in fifteen minute increments.
 - a. No additional added towing charges will be allowed for moving the towed vehicle to any destination required by the owner within the Daphne city limits and police jurisdiction.
- (4) A tow truck service business may charge a maximum of an additional one hundred fifty dollars (\$150.00) for the actual use of any additional equipment not required by this chapter, when such use is requested by or consented to by the police officer in charge of the scene or the hazardous materials incident supervisor, for any vehicle with a gross vehicle weight rating (GVWR) of 10,000 pounds or less. The need or request for the use of a “flatbed,” “roll-back,” or “slide-back” wrecker shall not be considered additional equipment under this section.
- (5) A tow truck service business may charge additional fees pursuant to the Fee Schedule incorporated herein as Appendix A for the actual use of any additional equipment not required by this Ordinance, when such use is requested by or consented to by the police officer in charge of the scene or the hazardous materials incident supervisor, for any vehicle with a gross vehicle weight rating (GVWR) of 10,000 pounds or more. A tow truck service driver on the City’s rotation list shall keep a copy of Appendix A with him or her at all times and present Appendix A upon request to any person to whom towing services were provided, their agent, or any City police officer or hazardous materials incident supervisor in charge of the scene or incident.
- (6) Storage Fees may be charged as follows:
 - a. Up to forty dollars (\$40.00) per day for each vehicle with up to one ton gross weight.
 - b. Up to seventy-five dollars (\$75.00) per day for each vehicle over one ton in gross weight or for each vehicle that requires inside storage.
 - c. Up to one hundred fifteen dollars (\$115.00) per day for each vehicle that can be powered by an electric motor that draws electricity from a battery

and is capable of being charged from an external source, including fully electric vehicles and plug-in hybrid electric vehicles.

SECTION 2. AMENDMENT TO ORDINANCE 2017-09, APPENDIX A.

Appendix A to Ordinance 2017-09 is hereby repealed and replaced in its entirety with Appendix A hereto.

SECTION 3. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4: REPEALER.

All other provisions of Ordinance No. 2017-09 not amended by this Ordinance remain in full effect. All other City Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed to the extent of conflict.

SECTION 5: EFFECTIVE DATE.

This Ordinance shall be effective as of May 1, 2024, upon its due adoption by the City Council and publication as required by law.

ADOPTED AND APPROVED on this _____ day of _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

APPENDIX A
CITY OF DAPHNE TOWING AND RECOVERY ROTATION SERVICES ORDINANCE
ADDITIONAL FEE SCHEDULE

<u>ADDITIONAL FEE SCHEDULE</u>	<u>FEES</u>
Absorbent Pads	\$6.25 /ea
Absorbent Socks	\$12.50 /ea
Absorbent Disposal	\$43.75 per 5 gls.
Bale of Hay	\$31.25 /ea
Chainsaw	\$118.75 /per job
Crash Wrap	\$31.25 /per window
Debris Disposal	\$93.75 /per load
Drill	\$56.25 /per job
Drip Pan	\$12.50 /ea
Dump Truck	\$243.75 /hr
Emergency Response Unit	\$312.50 /hr (2-hr minimum)
Equipment Trailer	\$93.75 /hr
Forklift	\$218.75 /hr
Gate Fee	\$93.75
Grass Seed	\$12.50 /lb
Hazardous Material Supervisor	\$156.25 /hr
Light Duty Dollies	\$56.25
Lowboy Trailer	\$312.50 /hr
Metal Cutting Saw	\$156.25 /per job
Micro-blaze	\$56.25 /per tank
Oil Dry	\$31.25 per 5 gls. (after 1st bag)
Oil Dry Disposal	\$43.75 per 5 gls. (after 1st bag)
Pallet Wrap	\$31.25 /roll
Pallet	\$43.75 /ea
Pallet Jack	\$62.50 /ea
Pickup Truck	\$93.75 /hr
Portable Pressure Washer	\$93.75 /per job
Reefer Trailer	\$312.50 /hr
Rotator	\$937.50 /hr (4-hr minimum)
Scene Lighting	\$218.75
Skid Steer	\$281.25 /hr
Skid Steer Attachment	\$62.50 /ea
Slide Axle Trailer	\$312.50 /hr
Spreader Bars	\$156.25 /ea
State Administration Fee	\$93.75
Street Sweeper	\$406.25 /per job
Tarp	\$62.50 /ea
Torch/Welder	\$118.75 /hr
Tractor Only	\$218.75 /hr

Traffic Cones	\$11.25	/ea
Traffic Information Sign	\$25.00	/ea
Trailer Dolly	\$625.00	/per job
Trimmer	\$118.75	/per job
Waders	\$62.50	/ea
Wreck Master Supervisor	\$93.75	/hr

50% Flammable High Flash Point Surcharge
100% Flammable Low Flash Point Surcharge
200% Class B Explosives or Chemicals Surcharge
300 % Class A Explosives or Chemicals Surcharge
500% Radioactive or Nuclear Loads Surcharge

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-05**

**Ordinance to Pre-Zone Property Located Southwest of the intersection of
County Road 13 and Milton Jones Road
68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John
Boni, and Sharon Boni, representative of Thelma Boni Estate**

WHEREAS, 68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate, as the owner of certain real property located within the unincorporated area of Baldwin County, Alabama, has requested that said property that is currently zoned by the County as RSF-E, Residential Single Family Estate, RMF-6 Multiple Family, RSF-2, Single Family Residential, and B-3, General Business, Baldwin County District 15, in the extraterritorial planning jurisdiction of the City of Daphne, be pre-zoned as PUD, Planned Unit Development, prior to annexation into the City of Daphne; and

WHEREAS, said real property is located Southwest of the intersection of County Road 13 and Milton Jones Road, being more particularly described as follows:

Legal Description for Property to be Pre-Zoned:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 667.52 FEET; THENCE RUN NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD NUMBER 13 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, CONTINUE NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 1280.51 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 89 DEGREES 27 MINUTES 54 SECONDS WEST, A DISTANCE OF 667.54 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 661.03 FEET TO A 3/4" OPEN TOP PIPE FOUND; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, A DISTANCE OF 247.59 FEET TO A 1/2" REBAR FOUND; THENCE RUN NORTH 00 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE NORTH RIGHT-OF-WAY OF GLOVER LANE; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY OF SAID GLOVER LANE, A DISTANCE OF 375.33 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE EAST RIGHT-OF-WAY OF FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 14 MINUTES 02 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID FRIENDSHIP ROAD, A DISTANCE OF 1003.65 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 33 MINUTES 10 SECONDS EAST, A DISTANCE OF 253.20 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 00 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 294.79 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE) ON THE SOUTH LINE OF BUSINESS CENTER OF FRIENDSHIP ROAD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2090-C AND SLIDE 2090-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 147.62 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN NORTH 00 DEGREES 07 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 281.34 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) AT THE SOUTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION; THENCE RUN NORTH 89 DEGREES 51 MINUTES 43 SECONDS WEST, ALONG THE SOUTH OF SAID LOT 7, A DISTANCE OF 400.21 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE SOUTHWEST CORNER OF SAID LOT 7 AND THE EAST RIGHT-OF-WAY OF THE AFOREMENTIONED FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 50 SECONDS EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 279.50 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE NORTHWEST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, ALONG THE NORTH

LINE OF SAID LOT 6, A DISTANCE OF 400.14 FEET TO A 1/2" CAPPED REBAR FOUND (CA-1167-LS) AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE RUN NORTH 00 DEGREES 06 MINUTES 55 SECONDS EAST, ALONG SAID SUBDIVISION, A DISTANCE OF 750.83 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) ON THE SOUTH LINE OF A RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2422-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 25 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF SAID RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, A DISTANCE OF 635.09 FEET TO A 1/2" CAPPED REBAR FOUND (LS #10675) AT THE SOUTHWEST CORNER OF LOT 4 OF TRIONE TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1594-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 4 OF SAID TRIONE TRACE SUBDIVISION AND A PROJECTION THEREOF, A DISTANCE OF 911.38 FEET TO A 5/8" CAPPED REBAR FOUND (CA-0568-LS); THENCE RUN NORTH 00 DEGREES 15 MINUTES 57 EAST, A DISTANCE OF 1328.23 FEET TO 1/2" CAPPED REBAR FOUND (ILLEGIBLE) AT THE SOUTHWEST CORNER OF LOT 4 OF BONI SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2055-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 621.85 FEET TO A 1/2" REBAR FOUND ON THE AFOREMENTIONED WEST RIGHT-OF-WAY OF SAID COUNTY ROAD NUMBER 13; THENCE RUN SOUTH 00 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 1319.16 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2001.88 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 134.31 ACRES, MORE OR LESS.

WHEREAS, at the regular Planning Commission meeting on January 25, 2024, the Commission considered said request and voted to set forth an unanimously favorable recommendation to the City Council to pre-zone the property PUD, Planned Unit Development; and,

WHEREAS, due notice of said proposed pre-zoning has been provided to the public as required by law through publication and open display at City Hall, and a public hearing was held before the City Council on March 18, 2024; and,

WHEREAS, the City Council of the City of Daphne, after due consideration and upon consideration of the recommendation and notes of the Planning Commission, deemed that said application for pre-zoning of the above described real property and as set forth on a map of the property attached hereto and made a part of this Ordinance as Exhibit "A" is proper and in the best interest of the health, safety, and welfare of the citizens of the City of Daphne, Alabama; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, as follows:

SECTION I: ZONING

That above described real property is hereby pre-zoned PUD, Planned Unit Development, City of Daphne. Upon annexation of the property prior to the expiration of the pre-zoning as set forth in Section IV, the property shall be assigned the zoning district in accordance with the pre-zoning and the zoning ordinance and zoning map shall be amended to reflect said zoning. Should annexation not occur prior to the expiration of this pre-zoning as set forth in Section IV, this pre-zoning shall have no effect and the designation of a zoning district for the property shall be set forth in the annexation ordinance.

Until such time as the property is annexed into the City of Daphne, the property shall remain in the unincorporated area of Baldwin County and zoned in accordance with the Baldwin County Commission's zoning plan. The County's zoning for the property at the time the request for pre-zoning was submitted was RSF-E, Residential Single Family Estate, RMF-6 Multiple Family, RSF-2, Single

Family Residential, and B-3, General Business, Baldwin County District 15, Exterritorial Planning Jurisdiction.

SECTION II: REPEALER.

All other City Ordinances or parts thereof in conflict with the provisions of this Ordinance, in so far as they conflict, are hereby repealed.

SECTION III: SEVERABILITY.

The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence, or part thereof shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of said Ordinance, it being the legislative intent to ordain and enact each provision, section, paragraph, sentence, and part thereof separately and independently of each other.

SECTION IV: EFFECTIVE AND EXPIRATION DATE.

This Ordinance shall take effect after the date of its approval by the City Council of the City of Daphne and publication as required by law. Pursuant to Code of Alabama (1975) Section 11-52-85, the zoning of the subject property shall become effective upon the date the territory is annexed into the corporate limits. If any portion of the subject property is not annexed into the corporate limits within 180 days of the initiation of annexation proceedings as provided by law, this pre-zoning shall be null and void. Should the pre-zoning become null and void, the applicant may reapply for pre-zoning at any time as long as an annexation petition is pending.

**ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE,
ALABAMA, THIS _____ day of _____, 2024.**

Robin Le Jeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-06**

**ORDINANCE TO ANNEX PROPERTY CONTIGUOUS TO THE
CORPORATE LIMITS OF THE CITY OF DAPHNE**

**Property Located Southwest of the intersection of
County Road 13 and Milton Jones Road
68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John
Boni, and Sharon Boni, representative of Thelma Boni Estate**

WHEREAS, on the 11th day of December, 2023, 68V Baldwin Land Holdings, LLC, Sharon and John Boni, Sharon, Thomas and John Boni, and Sharon Boni, representative of Thelma Boni Estate, being the owner of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the “City”); and

WHEREAS, said petition did contain an accurate description of the property to be annexed together with a map of the said territory showing its relationship to the corporate limits of the City of Daphne, Alabama, and the signatures of all owners of the property described; and

WHEREAS, said petition was presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on January 25, 2024, and the Commission set forth a favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property; and

WHEREAS, after proper publication, a public hearing was held by the City Council on March 18, 2024, concerning the petition for annexation.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, AS FOLLOWS:

SECTION ONE: ANNEXATION

The City Council of the City of Daphne finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City and the citizens of the affected area to bring the property described in Section Three of this Ordinance into the corporate limits of the City, and has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, *et seq.*, Code of Alabama (1975); effective on publication as required by Section 11-42-21, Code of Alabama (1975), as amended.

SECTION TWO: ZONING

At the ____, regularly scheduled City Council meeting, Ordinance 2024-02 was adopted pre-zoning the said property as PUD, Planned Unit Development, with the apportionment of said zoning districts to the subject property described therein.

SECTION THREE: DESCRIPTION OF TERRITORY

The boundary lines of the City of Daphne are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the City of Daphne and, in addition thereto, the following described property, to-wit:

Legal Description for Annexation:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 21, A DISTANCE OF 667.52 FEET; THENCE RUN NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD NUMBER 13 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY, CONTINUE NORTH 89 DEGREES 23 MINUTES 03 SECONDS WEST, A DISTANCE OF 1280.51 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 89 DEGREES 27 MINUTES 54 SECONDS WEST, A DISTANCE OF 667.54 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN SOUTH 00 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 661.03 FEET TO A 3/4" OPEN TOP PIPE FOUND; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, A DISTANCE OF 247.59 FEET TO A 1/2" REBAR FOUND; THENCE RUN NORTH 00 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE NORTH RIGHT-OF-WAY OF GLOVER LANE; THENCE RUN NORTH 89 DEGREES 13 MINUTES 25 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY OF SAID GLOVER LANE, A DISTANCE OF 375.33 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) ON THE EAST RIGHT-OF-WAY OF FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 14 MINUTES 02 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID FRIENDSHIP ROAD, A DISTANCE OF 1003.65 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 33 MINUTES 10 SECONDS EAST, A DISTANCE OF 253.20 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE); THENCE RUN NORTH 00 DEGREES 10 MINUTES 23 SECONDS EAST, A DISTANCE OF 294.79 FEET TO A 1/2" CAPPED REBAR FOUND (MOORE) ON THE SOUTH LINE OF BUSINESS CENTER OF FRIENDSHIP ROAD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2090-C AND SLIDE 2090-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 14 SECONDS EAST, A DISTANCE OF 147.62 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS); THENCE RUN NORTH 00 DEGREES 07 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 281.34 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS) AT THE SOUTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION; THENCE RUN NORTH 89 DEGREES 51 MINUTES 43 SECONDS WEST, ALONG THE SOUTH OF SAID LOT 7, A DISTANCE OF 400.21 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE SOUTHWEST CORNER OF SAID LOT 7 AND THE EAST RIGHT-OF-WAY OF THE AFOREMENTIONED FRIENDSHIP ROAD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 50 SECONDS EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 279.50 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) AT THE NORTHWEST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 400.14 FEET TO A 1/2" CAPPED REBAR FOUND (CA-1167-LS) AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE RUN NORTH 00 DEGREES 06 MINUTES 55 SECONDS EAST, ALONG SAID SUBDIVISION, A DISTANCE OF 750.83 FEET TO A 1/2" CAPPED REBAR FOUND (CA-0604-LS) ON THE SOUTH LINE OF A RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2422-C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 25 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF SAID RESUBDIVISION OF LOTS 2 & 3 OF FRIENDSHIP PARK SUBDIVISION, A DISTANCE OF 635.09 FEET TO A 1/2" CAPPED REBAR FOUND (LS #10675) AT THE SOUTHWEST CORNER OF LOT 4 OF TRIONE TRACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1594-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 4 OF SAID TRIONE TRACE SUBDIVISION AND A PROJECTION THEREOF, A DISTANCE OF 911.38 FEET TO A 5/8" CAPPED REBAR FOUND (CA-0568-LS); THENCE RUN NORTH 00 DEGREES 15 MINUTES 57 EAST, A DISTANCE OF 1328.23 FEET TO 1/2" CAPPED REBAR FOUND (ILLEGIBLE) AT THE SOUTHWEST CORNER OF LOT 4 OF BONI SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2055-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT

4, A DISTANCE OF 621.85 FEET TO A 1/2" REBAR FOUND ON THE AFOREMENTIONED WEST RIGHT-OF-WAY OF SAID COUNTY ROAD NUMBER 13; THENCE RUN SOUTH 00 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 1319.16 FEET TO A 1/2" CAPPED REBAR SET (CA-1167-LS); THENCE RUN SOUTH 00 DEGREES 19 MINUTES 24 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2001.88 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 134.31 ACRES, MORE OR LESS.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama, as described in Section Three of this Ordinance, is set forth on a map of the property attached hereto and made a part of this Ordinance as Exhibit "B" showing its relationship to the corporate limits of the City of Daphne.

SECTION FIVE: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall become effective upon its date of publication as required by Section 11-42-21 Code of Alabama (1975), as amended, and the property described herein shall be then annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama, in accordance with Section 11-42-21, Code of Alabama (1975), as amended.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE _____ DAY OF _____, 2024.

Robin Le Jeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

**CITY OF DAPHNE, ALABAMA
ORDINANCE 2024-07**

**AN ORDINANCE AUTHORIZING THE DONATION AND CONVEYANCE OF
CERTAIN REAL PROPERTY NO LONGER NEEDED FOR MUNICIPAL PURPOSES
TO THE BALDWIN COUNTY BOARD OF EDUCATION**

WHEREAS, the City of Daphne (the “City”) owns certain real property located in the City, being more particularly described as the westernmost 13.94± acre portion of Lot 2, DISC Subdivision, as recorded as Slides 2568-E and 2568-F in the Office of the Judge of Probate, Baldwin County, Alabama, and identified as Lot 1 and depicted on the subdivision plat attached hereto as Appendix 1 (the “Property”); and

WHEREAS, the Property is adjacent to certain real property owned by the Baldwin County Board of Education (“BCBE”) and operated by BCBE as Daphne High School, a public school located within the corporate boundaries of the City; and

WHEREAS, the City has determined that the Property is no longer needed for municipal purposes; and

WHEREAS, BCBE has expressed a desire to utilize the Property for the expansion of the Daphne High School campus and supporting facilities; and

WHEREAS, according to records of the Baldwin County Revenue Commissioner, the appraised value of the Property is approximately \$0.58 per square foot, or approximately \$355,030.00; and

WHEREAS, Section 16-13-36 of the Alabama Code (1975) authorizes municipalities to provide things of value to a local board of education for the support of new or existing public schools within the jurisdiction of the municipality; and

WHEREAS, the City Council of the City of Daphne wishes to authorize the Mayor to convey title to the Property to BCBE pursuant to a Statutory Warranty Deed substantially in the form attached hereto as Appendix 2 (the “Deed”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, as follows:

1. It is hereby established and declared that the real property of the City of Daphne, Alabama, described and depicted as Lot 1 on Appendix 1 hereto, is no longer needed for municipal purposes.

2. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Daphne, the Deed in substantially the form attached hereto as Appendix 2, subject to final approval by the City Attorney, a fully executed copy of which shall be recorded in the Office of the Judge of Probate of Baldwin County, Alabama,

and on file in the office of the City Clerk, whereby the City shall convey the Property to BCBE at no cost in support of Daphne High School.

3. The Mayor and the City Clerk are hereby authorized to execute any and all other documents and instruments reasonably necessary to complete the conveyance of the Property as requested by BCBE and approved by the City Attorney.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS ____ DAY OF _____, 2024.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

Appendix 1

Depiction of Property to be Conveyed

(attached)

Appendix 2

Form of Deed

(attached)

STATE OF ALABAMA }
COUNTY OF BALDWIN }

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF DAPHNE, an Alabama municipal corporation (“Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid to the Grantor by the BALDWIN COUNTY BOARD OF EDUCATION (“Grantee”), does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee all that real property situated in the County of Baldwin, State of Alabama, described as follows, to-wit:

Lot 1, Re-Sub of Lot 2, DISC Subdivision, a Resubdivision of Lot 2, DISC Subdivision (Slide 2568-E and 2568F), recorded in Slide _____, in the office of the Judge of Probate, Baldwin County, Alabama.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to Grantee only the interest Grantor owns therein, if any.

This conveyance is made subject to the following:

1. All taxes and assessments for the current and subsequent years, which became a lien as of October 1, 2023, but not yet due and payable until October 1, 2024, if any.
2. Easements, reservations, restrictions, rights-of-way and setback lines as reserved and shown on record map of said subdivision.
3. Any and all matters applicable to said property and appearing of record in the Office of the Judge of Probate Court of Baldwin County, Alabama.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or in anywise appertaining;

TO HAVE AND TO HOLD unto the said Grantee, and the successors and assigns of said Grantee, in fee simple, FOREVER.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has set its hand and seal on this the ____ day of _____, 2024.

GRANTOR:

CITY OF DAPHNE, ALABAMA
By: Robin LeJeune
Its: Mayor

ATTEST:

Candace G. Antinarella, MMC, City Clerk

ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said county in said state, hereby certify that Robin LeJeune, whose name as Mayor of the CITY OF DAPHNE, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and notarial seal on this ____ day of _____, 2024.

{SEAL}

Notary Public
My Commission Expires: _____

Address of Grantor:
City of Daphne
1705 Main Street
Daphne, AL 36526

Address of Grantee:
Baldwin County Board of Education
2600-A North Hand Ave
Bay Minette, AL 36507

THIS INSTRUMENT PREPARED BY:
A. Patrick Dungan, Esq.
Adams and Reese LLP
11 N Water St, Ste 23200
Mobile, AL 36602