



**CITY OF DAPHNE
1705 MAIN STREET, DAPHNE, AL
CITY COUNCIL BUSINESS MEETING AGENDA
MONDAY, FEBRUARY 2, 2026 at 6:00 PM**

1. CALL TO ORDER

A. ROLL CALL

B. INVOCATION Destiny Church

C. PLEDGE OF ALLEGIANCE

2. PROCLAMATIONS/RECOGNITIONS

3. APPROVE MINUTES

A. January 20, 2026 regular meeting

4. REPORTS OF STANDING COMMITTEES

A. FINANCE COMMITTEE - Conaway

Review the minutes from the January 20, 2026 meeting.

Treasurer's Report for December 2025: Unrestricted Fund Balance - \$26,234,590

Total Cash Balance - \$54,779,561

Sales Tax for November 2025: \$2,392,224.09; Lodging tax for November 2025: \$126,316.94

Debt Summary - December 2025: Warrants - \$28,151,132

Capital Leases: General Fund - \$233,344; Enterprise Fund - \$745,844

i. **MOTION** to renew the City's annual insurance policy with Robertson Insurance Agenda, Inc.

ii. **MOTION** to authorize the Mayor to enter into an agreement for the Legislative Pre-Disaster Mitigation LPDM-PJ-04-AL-2024-001 - \$5,000,000- FEMA Grant for the City of Daphne Main Street Utility Relocation Project.

B. BUILDINGS & PROPERTY COMMITTEE- Messinger

C. PUBLIC SAFETY COMMITTEE - Green

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE - Roberts

i. Review the minutes from the January 5, 2026 meeting.

E. PUBLIC WORKS COMMITTEE - Coleman

5. REPORTS OF SPECIAL BOARDS & COMMISSIONS

A. BOARD OF ZONING ADJUSTMENTS - Adrienne Jones

- i. Review the minutes from the September meeting.

B. DAPHNE PUBLIC SCHOOL COMMISSION - Hughes

C. DOWNTOWN REDEVELOPMENT AUTHORITY - Conaway

- i. Review the minutes from the January 2026 meeting.

D. INDUSTRIAL DEVELOPMENT BOARD - Coleman

E. LIBRARY BOARD - Olen

F. PLANNING COMMISSION - Olen

- i. Review the approved minutes of the November 20, 2025 and December 18, 2025 meetings, and the reports of December 18, 2025 and January 22, 2026 meetings.

G. RECREATION BOARD - Green

H. UTILITY BOARD - Coleman

6. PUBLIC PARTICIPATION

7. MAYOR'S REPORT

8. CITY ATTORNEY REPORT

9. DEPARTMENT HEAD REPORTS

10. CITY CLERK'S REPORT

A. MOTION to approve the road closure of Belrose Avenue from Main Street to the West side of Mancini's parking lot on March 14, 2026 from 3:30 - 11:00pm for the O'Mancini's 6th Annual St. Patrick's Day party.

B. MOTION to approve the Public Works Day and Equipment Show at Lott Park on May 6, 2026 from 10:00am - 1:00pm.

C. MOTION to approve the Miles for Heroes 5k and 1 mile fun run on September 26, 2026 from 8:00 - 9:30am.

D. MOTION to approve The Bay Affair on March 28, 2026 from 5:00 - 10:00pm at the Bayside Academy Bluff.

- E. MOTION** to approve the 160 - Special Retail - More than 30 days and 990 - Tobacco Only to Timbercreek Holding Company LLC dba Timbercreek Golf Club located at 9650 Timbercreek Blvd, Daphne, AL.
- F. MOTION** to approve the 011 - Lounge Retail Liquor - Class II (Package) and the 700 - Specialty Retailer of Consumable Hemp Products to Cloud 9 Vapes LLC located at 27080 US Hwy 98, Suite 2, Daphne, AL.
- G. MOTION** to approve the 040 - Retail Beer (On or Off Premises) and the 080 - Retail Table Wine (On or Off Premises) to Southern Napa LLC located at 1539 US Hwy 98, Suite 202, Daphne, AL.
- H. MOTION** to approve the publication and set a public hearing on March 16, 2026 for the Louisa Marco Toler Revocable Trust Dated: July 24, 2024 Pre-Zoning Amendment located at the northwest intersection of County Road 64 and County Road 54 West.
- I. MOTION** to approve the publication and set a public hearing on March 16, 2026 for the Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership Pre-Zoning Amendment located northwest of the intersection of Alabama 181 and County Road 64.
- J. MOTION** to approve the publication and set a public hearing on March 16, 2026 for the Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership Annexation Petition located northwest of the intersection of Alabama 181 and County Road 64.

11. RESOLUTIONS

- A. 2026 - 04 - Resolution Authorizing a Special Economic Development Grant and Project Agreement by and between the City of Daphne and TFH Daphne 2026, LLC**
- B. 2026 - 05 - Resolution to Accept the Roads and Rights-of-Way of Patch Place, Phase I Subdivision**
- C. 2026 - 06 - Resolution to Accept the Roads and Rights-of-Ways of Patch Place, Phase II Subdivision**
- D. 2026 - 07 - Appropriation: Engineering Fees: Red Gully Drainage Channel Improvements — \$75,475**
- E. 2026 - 08 - 2026 - A - Street Resurfacing**
- F. 2026 - 09 - Resolution Declaring Certain Personal Property Surplus and Authorizing the Mayor to Dispose of Such Property - 2021 Mack Side Loader**
- G. 2026 - 10 - Appropriation for Additional Insurance Costs - \$115,000**

H. 2026 - 11 - Resolution to Transfer Excess Cash Funds to Investment Account

12. 2nd READ ORDINANCES

A. 2026 - 05 - The Fortuna Hotel - Warrant Ordinance

13. 1st READ ORDINANCES

14. COUNCIL COMMENTS

15. ADJOURN

**January 20, 2026
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 Benjamin Hughes called the meeting to order at 6:00pm.

2. ROLL CALL:

COUNCIL MEMBERS PRESENT: Tommie Conaway, Steve Olen, Stephanie Messinger, Oliver Roberts, Ben Hughes, Joel Coleman and Jennifer Green

Also Present: Patrick Dungan, City Attorney; Mayor LeJeune; Chief Brian Gulsby, Police; Chief Tacon, Fire; Emmie Powell, Library; Troy Strunk, City Development; Andy Bobe, City Engineer; Charlie McDavid, Recreation; Bobby Purvis, Public Works; Kelli Reid, Finance; Vickie Hinman, Human Resources; Adrienne Jones, Planning; Isabella New, Junior City Councilmember; Maddie Barnes, Junior City Councilmember; Emma Coleman, Junior City Councilmember; John Wallace Simpson, Junior City Councilmember; Emery Capstraw, Junior City Councilmember; Lakyn Coggin, Junior City Councilmember; and Jessica Linne, Assistant City Clerk.

INVOCATION/PLEDGE OF ALLEGIANCE:

Invocation was given by Pastor Andrew Tewell, Shore Light Baptist Church.

3. PROCLAMATIONS AND PUBLIC HEARINGS:

PROCLAMATION: Mayor LeJeune said the Human Trafficking Prevention Month Proclamation was in the packet.

PROPOSED EXTENSION OF DEMOLITION DEADLINE HEARING: City Attorney presented on the proposed extension of demolition deadline for 905 Daphne Avenue.

Public hearing opened at 6:02pm. No one came forward to speak.

Public hearing closed at 6:03pm.

4. APPROVE THE MINUTES:

The minutes from the January 5, 2026 Regular Meeting were approved.

5. REPORT OF STANDING COMMITTEES:

A. FINANCE COMMITTEE

Councilwoman Conaway said the Committee met earlier and the minutes will be in the next Council packet.

B. BUILDINGS & PROPERTY COMMITTEE

Councilwoman Messinger said the December new Construction and Building Report is in the packet and out of that there were 12 certificates of occupancy, 245 permits issued, 8 new residential home permits, totaling \$36,647.91. She said the minutes from the December meeting are in the packet and the next meeting is February 9th at 5:15pm.

C. PUBLIC SAFETY COMMITTEE

Councilwoman Green said the next meeting is February 9th at 4:30pm and the minutes from the December meeting are in the packet.

D. CODE ENFORCEMENT/ORDINANCE COMMITTEE

Councilman Roberts said the next meeting is February 2nd at 4:30pm.

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- E. PUBLIC WORKS COMMITTEE**
Councilman Coleman said the next meeting is February 2nd at 5:15pm.
- 6. REPORTS OF SPECIAL BOARDS & COMMISSIONS:**
 - A. Board of Zoning Adjustments**
Mrs. Jones said there is no February meeting.
 - B. Daphne Public School Commission**
Councilman Hughes said the next meeting will be January 26th at Daphne Middle School at 5:30pm.
 - C. Downtown Redevelopment Authority**
Councilwoman Conaway said a special called meeting is January 26th at 5:30pm in Council Chambers and the minutes from the November and December meeting are in the packet.
 - D. Industrial Development Board**
Councilman Coleman said the next meeting is January 27th at 4:30pm.
 - E. Library Board**
Councilman Olen said the next meeting is February 12th at 4:30pm.
 - F. Planning Commission**
Councilman Olen said the next meeting is January 22nd at 5:00pm.
 - G. Recreation Board**
Councilwoman Green said the next meeting is March 11th at 6:00pm.
 - H. Utility Board**
Councilman Coleman said the next meeting is January 28th at 5:00pm.
- 7. PUBLIC PARTICIPATION:**
Public participation opened at 6:07pm. No one came forward to speak.

Public participation closed at 6:07pm.
- 8. MAYOR'S REPORT:**
Mayor LeJeune said he and multiple councilmembers are going to ALM Advocacy Day in Montgomery on Wednesday. He shared about the recent grant received for Red Gully and reminded everyone Mardi Gras starts on February 6th.
- 9. CITY ATTORNEY REPORT:**
City Attorney said there was no report.
- 10. DEPARTMENT HEAD COMMENTS:**
Chief Tacon, Fire, said the department has recently finished interviews and that all firefighters are having a refresher on hazmat training.

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Emmie Powell, Library, reminded everyone the Library will be closed next Monday through Wednesday for new carpet installation.

Bobby Purvis, Public Works, said there were recently two promotions in the department and said the Bayfront drainage has been completed.

Emma Coleman, Junior City Council, said the donations from “Santa paws” drive has been delivered and reminded everyone the next meeting is January 26th at 5:00pm.

11. CITY CLERK’S REPORT:

**MOTION by Councilwoman Green to approve the 700 – Specialty Retailer of Consumable Hemp Products to CNC LLC dba Simply CBD located at 2005 US Highway 98, Daphne, AL. Seconded by Councilwoman Messinger.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Conaway to approve the Lupus Walk on March 21, 2026 from 9:00am – 11:00am. Seconded by Councilman Coleman.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilwoman Messinger to approve the Annual Turkey Troy 5k race and fun run on October 24, 2026. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Olen to approve the Loyal Order of the Firetruck Parade on February 15, 2026. Seconded by Councilman Roberts.
MOTION CARRIED UNANIMOUSLY.**

12. RESOLUTIONS:

- A. 2026-03- Resolution Extending the Time for Demolition of Certain Unsafe Structures Located at 905 Daphne Avenue, Daphne, Alabama**

**MOTION by Councilman Coleman to waive the reading of Resolution 2026-03. Seconded by Councilwoman Messinger.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to adopt Resolution 2026-03. Seconded by Councilman Roberts.
MOTION CARRIED UNANIMOUSLY.**

13. 2ND READ ORDINANCES:

- A. 2026 - 01 - Revisions to the City of Daphne Zoning District Map**
- B. 2026 - 02 - Ordinance to Amend the Text of the Rowan Oak PUD Narrative for Property Located Southwest of County Road 13 and Milton Jones Road**

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- C. 2026 - 03 - Ordinance Amending the City of Daphne's Gasoline Excise Tax Ordinance No. 1990-20**
- D. 2026 - 04 - Amendment to Ordinance 2004-11 (Business License Ordinance) to Enable Licensure of Mobile/Itinerant Businesses**

**MOTION by Councilman Coleman to waive the reading of Ordinances 2026-01, 2026-02, 2026-03 and 2026-04. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to adopt Ordinance 2026-01. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to adopt Ordinance 2026-02. Seconded by Councilman Roberts.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to adopt Ordinance 2026-03. Seconded by Councilwoman Messinger.
MOTION CARRIED UNANIMOUSLY.**

**MOTION by Councilman Coleman to adopt Ordinance 2026-04. Seconded by Councilwoman Conaway.
MOTION CARRIED UNANIMOUSLY.**

14. 1ST READ ORDINANCES:

- A. 2026 - 05 - The Fortuna Hotel - Warrant Ordinance**

15. COUNCIL COMMENTS

Councilwoman Messinger said she appreciates Public Works and all they do.

Councilwoman Green reminded everyone to be safe during Mardi Gras.

Council President Hughes wished everyone to be safe.

16. ADJOURN:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, COUNCIL ADJOURNED AT 6:19PM.

Respectfully submitted by,

Certification of Presiding Officer,

Jessica Linne, CMC, Interim City Clerk

Benjamin Hughes, Council President



**CITY OF DAPHNE
FINANCE COMMITTEE MINUTES
TUESDAY, JANUARY 20, 2025 at
4:30 P.M.**

1. CALL TO ORDER/ROLL CALL

The meeting was called to order at 4:30 p.m.

Present were:

Chairwoman Mrs. Tommie Conaway
Councilman Mr. Steve Olen
Councilman Mr. Joel Coleman
Councilman Mr. Oliver Roberts

Councilman Mrs. Stephanie Messinger
Councilman Mr. Ben Hughes
Councilwoman Mrs. Jennifer Green

Also Present: Mayor Robin LeJeune, Finance Director Mrs. Kelli Reid, Accountant III Mrs. Suzâne Henson, Revenue Officer Mrs. Connie Champion, Human Resource Director Mrs. Vickie Hinman, Interim City Clerk Mrs. Jessica Linne, Executive Director of City Development Mr. Troy Strunk, Community Development Director Mrs. Adrienne Jones, Fire Chief Ms. LeAnn Tacon, Director of Events and Marketing Mrs. Ange Baggett, Public Works Director Mr. Bobby Purvis, City Engineer Andy Bohe, and City Attorney Mr. Patrick Dungan.

Junior City Council –Lakyn Coggin and Emma Coleman.

2. PUBLIC PARTICIPATION

A. Gasoline Tax – Curt Fonger

Mr. Fonger requested there be more discussion in a public meeting concerning the increase in Gasoline tax.

B. Annual Insurance Policy Renewal- Robertson Insurance Agency, Inc. – Mr. Robbie Robertson

Mr. Robbie Robertson reviewed the proposal for the AMIC policies and the Cyber policy with CFC and answered questions from the committee. Mr. Robertson reviewed the increase in property with the largest item added being the new Police Annex building and noted there was over \$1 million of new equipment added last year as well. Mr. Robertson reviewed the background information on AMIC that was included in his proposal and discussed the annual dividends that are paid to the members. This is the third year discounted term of the three year discount policy.

Mrs. Reid reviewed the information on the Insurance Renewal Comparison report she had provided and noted that the cost to renew all the City’s annual insurance policies with Robertson Insurance Agency, Inc. would be \$1,192,195.50. Mrs. Reid noted this year’s premium has a 31-34% increase on Commercial Liability, Public Officials, and Law Enforcement Liability. Mrs. Reid noted an appropriation for the increase will be discussed later in the meeting.

3. APPROVE MINUTES FOR THE PREVIOUS MEETING

The previous meeting minutes were approved.

4. HUMAN RESOURCES BUSINESS

A. Update on Human Resources Department Activity

Mrs. Vickie Hinman reviewed the Human Resources Report:

- Current Open Positions – 15

Mrs. Hinman reviewed the monthly Safety Committee meeting topics and discussed other Human Resources projects and events.

5. BUSINESS LICENSE REPORT

A. Report: New Business Licenses – December, 2025

Mrs. Champion reviewed the following reports and information:

- Total Business Licenses issued were 25 new and 218 renewals for a total of 243 in December 2025
- New Businesses with a physical location in Daphne - 4
- Code enforcement issued 1 warnings resulting in businesses becoming compliant and \$114 in revenue.
- Simplified Sellers Use Tax collections - \$229,319.08 and YTD collections - \$654,036.98

6. SALES & LODGING TAX REPORT

A. Sales and Use Taxes: November, 2025

Mrs. Henson reviewed the Sales & Use Tax Reports: \$2,392,224.09 was collected for November, 2025 which was up \$110,592.11 from November 2024’s collections.

- YTD Variance over Budget - \$516,891.61

B. Lodging Tax Collections, November, 2025

Mrs. Henson reviewed the Lodging Tax Collections Report and noted the collections for November, 2025 were \$126,316.94 which is up \$4,159.27 from November 2024’s collections.

- YTD Variance over Budget - \$7,347.99
- Recreation balance for related purchases as of **December, 2025** - \$1,031,215.33
- Bayfront balance for related purchases as of **December, 2025** - \$1,582,619.15

C. Monthly Occupancy Fee Tax Collections, November, 2025

Mrs. Reid reviewed the Monthly Occupancy Fee Tax Collections Report: \$38,113 was collected for **November, 2025** which was down (\$2,642.50) from **November 2024’s** collections:

- YTD Variance over Budget - (\$5,599)
- Reserved balance for Occupancy Fee as of **December, 2025** - \$654,569

7. FINANCIAL SCHEDULES & REPORTS

A. Financial Reports

1. Treasurer’s Report: December, 2025

Mrs. Reid reviewed the Treasurer’s Report:

TREASURER’S REPORT					
As of December 31, 2025					
Account Type/Title	12/31/2025	11/30/2025	Increase (Decrease) from last Month	12/31/2024	Increase (Decrease) from Last Year
GENERAL FUND & ENTERPRISE FUNDS	\$ 14,756,574	\$ 14,589,679	\$ 166,895	\$ 19,963,473	\$ (5,206,899)
INVESTMENT FUND	11,478,015	11,447,914	30,102	10,817,975	\$ 660,040
Total Unrestricted Cash Balance	26,234,590	26,037,593	196,996	30,781,448	(4,546,858)
SPECIAL REVENUE FUNDS					
4 CENT GAS TAX	416,269	410,535	5,735	351,641	64,628
7 CENT GAS TAX	446,212	439,027	7,185	364,862	81,350
10 CENT GAS TAX	357,807	333,485	24,322	313,416	44,391
TREE & FLOWER	-	-	-	4,717	(4,717)
ANIMAL SHELTER FUND	134,760	134,135	625	269,345	(134,585)
MOBILE INFIRMARY BUILDING	97,242	92,750	4,493	112,375	(15,133)
FEDERAL DRUG FORFEITURES	109,139	109,139	-	275,561	(166,422)
LOCAL DRUG FORFEITURES	89,889	89,565	324	85,149	4,740
LIBRARY	93,327	93,067	259	73,893	19,434
COURT TRAINING & EQUIPMENT	42,233	41,717	516	41,612	621
COURT/CORRECTION	596,288	551,611	44,677	502,872	93,416
LODGING TAX	3,268,403	3,185,931	82,473	2,363,883	904,520
AGENCY FUNDS					
SELF INSURANCE	199,515	198,114	1,400	227,834	(28,319)
OPEB TRUST INVESTMENT FUND	2,027,463	2,027,668	(205)	1,849,234	178,229
	7,878,546	7,706,743	171,803	6,836,394	1,042,152
CAPITAL PROJECT FUNDS					
CAPITAL RESERVE	19,191,345	12,525,398	6,665,947	5,588,041	13,603,304
2023 CONSTRUCTION FUND	320,668	364,129	(43,461)	5,593,954	(5,273,286)
	19,512,013	12,889,527	6,622,486	11,181,995	8,330,018
DEBT SERVICE FUNDS					
DEBT SERVICE	1,154,412	946,117	208,295	1,115,224	39,188
Total Restricted Cash Balance	28,544,971	21,542,387	7,002,584	19,133,613	9,411,358
Total City Cash Balance	\$ 54,779,561	\$ 47,579,980	\$ 7,199,581	\$ 49,915,061	\$ 4,864,500
	Encumbrance Total as of		12/31/2025	\$ 169,898.77	

2. Encumbrance Report

- Encumbrance balance - \$169,898.77 as of December, 2025.

Mrs. Reid reviewed the five encumbrances remaining on the Encumbrance Report.

3. Outstanding Appropriations

Mrs. Reid reviewed the Outstanding Appropriations Report and noted there is not much change. Mrs. Reid discussed the Amphitheater project and the Trione Sports Park lighting upgrades. Mr. Strunk noted this latest upgrade will complete the Soccer field upgrades and the next fields to update are the Softball fields.

4. Financial Overview: Debt Summaries & Monthly Financial Statements

Mrs. Reid reviewed the following Financial Statements:

- Debt Summary Schedules (General & Enterprise Funds), December, 2025
 - Outstanding Warrant Balance as of December 31, 2025: \$28,151,132
 - Outstanding Capital Lease Balance as of December 31, 2025:
 - General Fund: \$233,344
 - Enterprise Fund: \$745,844
- Overtime Report YTD
- Monthly Financial Statements, November 2025
 - General Fund YTD Budgetary Net Income: \$939,246 which is more \$33,797 than the prior YTD net income
 - Solid Waste Fund Transfers \$0
 - Civic Center Fund Transfers \$36,068

5. Summary of Budgetary Amendments

Mrs. Reid reviewed the General Fund budgetary amendments made to the FY2025 Budget.

- Total Appropriations Year to Date – \$10,000
- Adjusted Revenues over Expenses – \$15,736

Mrs. Reid noted there are a couple requests from this meeting that will be added to the next report once approved.

6. Unfunded Future Projects Expenditure Summary

Mrs. Reid reviewed the Unfunded Future Projects Expenditure Summary and explained the OPEB Trust Funding line item.

B. Bills Paid Reports – December, 2025

The Bills Paid Report was previously presented electronically.

8. BIDS & APPROPRIATIONS (Resolution)

A. 2026-A-Street Resurfacing

Mrs. Reid noted there is \$1,250,000 budgeted annually for street resurfacing. Mrs. Reid noted the 2026 Street Resurfacing bid was put out and Asphalt Services Inc. was the low bidder again this year. The base bid is \$1,041,258 and the Additive Alternate \$104,319 for a total bid of \$1,145,577. Mrs. Reid noted the total is within budget.

***MOTION BY Mr. Hughes to recommend to Council to award the 2025-A-Street Resurfacing bid to Asphalt Service Inc. in the amount of \$1,145,577 for the selected streets from the Base bid \$1,041,258 and the Additive Alternate \$104,319. Seconded by Mrs. Messinger.
MOTION CARRIED UNANIMOUSLY***

B. Appropriation - Annual Insurance Policy Renewal - \$115,000

Mrs. Reid noted that two motions are needed. One motion is needed to renew the annual insurance policy and the other is an appropriation needed in the amount of \$115,000 due to the amount budgeted being not enough for the total premium.

***MOTION BY Mr. Hughes to renew the City’s annual insurance policy with Robertson Insurance Agency, Inc. Seconded by Mr. Coleman.
MOTION CARRIED UNANIMOUSLY***

***MOTION BY Mr. Hughes to recommend to Council to adopt a Resolution amending the budget to appropriate \$115,000 from the General Fund for the Annual Insurance Policy Renewal. Seconded by Mr. Green.
MOTION CARRIED UNANIMOUSLY***

C. Appropriation: Engineering Design - Red Gully Drainage Improvements - \$75, 475

Mrs. Reid reviewed the project and noted that an appropriation in the amount of \$75,475 is needed for the design to get the project moving since the grant has a timeline the project has to be completed in. Mr. Strunk noted this is a \$555,000 Emergency Watershed Protection (EWA) Grant with the City needing to allocate \$175,000. Discussion continued on surrounding properties.

MOTION BY Mr. Hughes to recommend to Council to adopt a Resolution amending the budget to appropriate \$75,475 from the General Fund for the design for the Red Gully Drainage Improvements . Seconded by Mrs. Green.
MOTION CARRIED UNANIMOUSLY

9. SURPLUS

A. Surplus: 2021 Mack 28CY Automated Side Loader-V#2150-Garbage

Mrs. Reid reviewed the surplus item 2021 Mack 28CY Automated Side Loader-V#2150 from the Garbage Department.

MOTION BY Mr. Coleman to recommend to Council to declare certain property surplus and authorize the Mayor to dispose of the following surplus property: 2021 Mack 28CY Automated Side Loader-V#2150-Garbage. Seconded by Mr. Roberts .
MOTION CARRIED UNANIMOUSLY

10. NEW BUSINESS

A. Authorize the Mayor and Finance Director to Transfer Excess Cash to Investment Account - \$2,000,000

Mrs. Reid reviewed current investment amounts and required reserves. Mrs. Reid discussed transferring an additional \$2 million in the investment so that the investments account balance approximates the City’s required reserves.

MOTION BY Mr. Coleman to recommend to Council to adopt an Resolution authorizing the Mayor and Finance Director to Transfer Excess Cash to Investment Account - \$2,000,000. Seconded by Mrs. Green.
MOTION CARRIED UNANIMOUSLY

B. Legislative Pre-Disaster Mitigation LPDM-PJ-04-AL-2024-001 - \$5,000,000 FEMA Grant - City of Daphne Main Street Utility Relocation Project

Mrs. Reid noted that after a year the Federal Emergency Management Agency (FEMA) grant was officially approved without any restriction in the amount of \$5 million. Mrs. Reid noted this is for the Main Street underground utility relocation project. Mrs. Reid noted that the project is required to start within 90 days of grant approval and there is a deadline to complete the project by August 28, 2027. Mrs. Reid state the Mayor will need authorization to sign the agreement.

MOTION BY Mr. Coleman to authorize the Mayor to enter into an agreement for the Legislative Pre-Disaster Mitigation LPDM-PJ-04-AL-2024-001 - \$5,000,000 FEMA Grant for the City of Daphne Main Street Utility Relocation Project. Seconded by Mrs. Green.
MOTION CARRIED UNANIMOUSLY

C. Tour of D’Olive Watershed for Council

Mr. Hughes discussed that Mobile Bay National Estuary Program has offered to give a tour of the D’Olive Watershed if the Mayor and any of the Council would like to participate.

D. Fortuna Hotel on Council Agenda

Mr. Dungan discussed the Fortuna Hotel Ordinance and noted it is on the agenda for the Council meeting following this Finance meeting.

11. OLD BUSINESS

A. City Clerk Interviews

Mr. Olen noted there were seven applicants considered for interviews for the City Clerk position with the sub-committee. One applicant withdrew so 6 were interviewed by Mr. Olen, Mrs. Conaway & Mrs. Messinger. Mr. Olen discussed calling a Special Called City Council Meeting to interview and select a City Clerk. Three candidates were recommended for all Council to interview. Discussion continued and a meeting time of Wednesday, January 28, 2026 at 6:00 p.m. was chose for the meeting.

12. ADJOURN The meeting adjourned at 5:38 p.m.

CODE ENFORCEMENT/ORDINANCE COMMITTEE MEETING

January 5, 2026, 4:30 p.m.

City Hall, Council Chamber

1705 Main Street, Daphne, AL 36526

MEETING MINUTES

MEMBERS PRESENT: Councilwoman Conaway, Councilman Roberts, Councilwoman Messinger, Councilman Olen, Councilman Hughes, Councilman Green and Councilwoman Green

ALSO PRESENT: Patrick Dungan, City Attorney; Alex Bischoff, Code Enforcement; Mayor LeJeune; Troy Strunk, City Development; Bobby Purvis, Public Works; Chief Tacon, Fire; Vickie Hinman, Human Resources; Jensen Carrell, Human Resources; Emma Coleman, Junior Councilmember; Lakyn Coggin, Junior Councilmember; and Jessica Linne, Assistant City Clerk.

1) CALL MEETING TO ORDER / ROLL CALL

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

2) APPROVE MINUTES FROM THE December 1, 2025 Meeting

3) PUBLIC PARTICIPATION

4) ORDINANCE REVIEW/DISCUSSION

5) OTHER BUSINESS DEEMED NECESSARY

Council discussed the next steps for appointment of a new City Clerk.

6) NEXT MEETING

The next meeting is scheduled for Monday, February 2, 2026 at 4:30 p.m.

7) ADJOURN

There being no further business to discuss, the Council adjourned at 4:43pm.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF SEPTEMBER 4, 2025 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

Chair 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
Audra Harper
Carolyn Courson, Chair
Tasha Quinnelly

Members Absent:

Derek Wolstenholme, Vice Chair

Staff Present:

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

Chair asked for input regarding the May 1, 2025 minutes as presented by staff. There being none, minutes stand approved as submitted.

Chair called for the next order of business: a request for a Special Exception as presented on the meeting agenda.

A presentation by the Director was given regarding Appeal #2025-03, DR Horton/Shore Light Baptist Church seeking approval of a Special Exception to allow the operation of a church in an existing building at 25366 Profit Drive, Lot 12A, the re-subdivision of Lot 12 & 13 in Daphne Business Park, Unit 2, formerly occupied by DR Horton, which is zoned C/I, Commercial Industrial. She cited the applicant withdrew from the last meeting, but now intends to move forward with the proposed building as a church, which is allowable in this zoning district with a Special Exception and staff recommended approval.

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

Mr. Andrew Tewell, spoke seeking approval citing there will be church services on Wednesday night and regular worship hours on Sunday for a membership of about 50 with growth expected and welcomed, and there will be two people working in the office every day.

The Board questioned whether the church anticipated an increase in staff or services.

Mr. Tewell cited there would not be an increase in either one perhaps in the future.

Chair called for those in opposition. There were none.

Mrs. Jones explained that they are currently renting office space on Stanton Road now and there are no expansion plans and reiterated staff recommendation of approval contingent upon site plan review and approval by the Planning Commission.

The Chair closed the floor of the public hearing and called for discussion by the Board. The Chair hearing no further comments called for a motion.

A Motion was made by Mrs. Harper and Seconded by Mrs. Quinnelly to approve Appeal #2025-03, DR Horton/Shore Light Baptist Church, request for a Special Exception to allow the operation of a church at 25366 Profit Drive, Lot 12A, the re-subdivision of Lots 12 & 13 in Daphne Business Park, Unit 2, zoned C/I, Commercial Industrial contingent upon Site Plan review and approval by the Planning Commission.

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

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

The Chair stated the appeal is granted contingent upon site plan review approval by the Planning Commission. You may go by the office of Community Development around 9:30 a.m. in the morning to pick up the paperwork. Chair called for the next order of business Appeal #2025-04, Pinnacle Properties, LLC/Ryan & Sydney Loper, a request for a Special Exception to allow the operation of Cultivate Studios Corporation at 1001 Randall Avenue as a private school. The property is zoned B-2, General Business.

A presentation by the Director was given regarding Appeal #2025-04, Pinnacle Properties, LLC/Ryan & Sydney Loper seeking approval of a Special Exception to allow the operation of homeschooler learning enrichment program in an existing commercial building at 1001 Randall Avenue, zoned B-2, General Business. She cited the location is a residential structure that was converted into an office which abuts a residential neighborhood to the east and commercial properties north, south and to the west across U.S. Highway 98. There are certain state requirements that must be met for a kindergarten, play care and/or a daycare, public or private and that is a special exception must be acquired. It also requires a favorable recommendation by the Building Official and the City Engineer, which they both gave.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF SEPTEMBER 4, 2025 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

However, the City Engineer did so with conditions that must be adhered to regarding parking, signage and an ALDOT permit to exit onto U.S. Highway 98 and she reserved her recommendation until after the Loper's give the details of what they are requesting.

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

Mrs. Sydney Loper spoke seeking approval of the Special Exception citing that Cultivate Studios Corporation currently operates in Mobile as what she called a micro-school for full-time homeschoolers enrichment that has different 3-day options for 20 kids from 8:30 a.m. to 3:00 p.m., they will be dropped off within that timeframe for the class of their choosing. She cited the term school confuses people, this is a chance for homeschoolers enrichment such as community, friendship and projects, whichever they choose to do.

Chair called for questions from the Board.

The Board questioned the Department of Human Resources regulations for this type of business, the possible number of children that can be serviced in the building and no fencing around the building.

Mrs. Loper explained that she was a private religious school servicing only 20 children and the building is set-up is just what she wants and needs. She cited there is an eight-foot fence on the backside to the east. Parents will enter from Randall Avenue drive around the back and exit directly unto U.S. Highway 98 through the driveway of the second property owned by Pinnacle that is currently empty.

Mrs. Jones stated a fence is needed in order to use the yard area for reading, picnics, play time and any other activity of the children.

Chair called for those in opposition.

Mr. Chris Baker, 2108 Westchester Drive, cited opposing concerns saying this will cause traffic to be even more dangerous than what it is already during these hours even with that number of kids and recommended entrance/exit signs because there are 12 different traffic flow directions of cars going in/out now making a very dangerous situation more so and this type business will only add to that danger.

Ms. Valarie Simpson, 2505 Westchester Drive, cited opposing concerns saying she would prefer to see speed humps instead of signs to curve the conflicted traffic dangers.

Christina Knodel, 2101 Victoria Lane, cited opposing concerns of being disturbed by annoying noise made by the children.

Kate Irvine, 2109 Victoria Lane agreed with all of the opposing comments and asked for consideration of the worst-case scenario of parking cars along Randall Avenue for any event the school may have.

Anna Mosley, 2112 Westchester Drive, cited opposing concerns of staff taking up all of the parking for the business.

Chair called for rebuttal.

Mrs. Loper cited they were being confused with a regular school, of which they are not. There will only be three people parking on site. There will be 2 guides, 1 per 10 kids for 2 studios instead of separate classrooms. The kid's arrivals will be staggered because not all of them will come or go at the same time. Each child will be greeted at their car in the rear and walked into the building.

Mrs. Jones recommended approval contingent upon the Planning commission's site plan review approval and the Engineer's comments being adhered to.

The Chair closed the floor to the public hearing and called for discussion by the Board.

The Board discussed comments regarding: traffic on Randall Avenue and whether there could be advance sign-in.

The Chair hearing no further comments from the Board, called for a stated motion.

A Motion was made by Mrs. Harper and Seconded by Mrs. Quinnelly to approve Appeal #2025-04, Pinnacle Properties, LLC/Ryan & Sydney Loper, request for a Special Exception to allow the operation of Cultivate Studios Corporation at 1001 Randall Avenue as a private school.

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

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

The Chair stated the appeal is granted contingent upon site plan review approval by the Planning Commission. You may go to Community Development in the morning to pick up paperwork.

CITY OF DAPHNE
BOARD OF ZONING ADJUSTMENT MINUTES
REGULAR MEETING OF SEPTEMBER 4, 2025 - 6:00 P.M.
COUNCIL CHAMBERS, CITY HALL

The Chair called the next item on the agenda, Election of Officers, and she opened the floor for the nominations for Chair.

Mrs. Quinnelly nominated Mrs. Courson for Chair, and she declined.

Mrs. Quinnelly nominated Mr. Harper for Chair. The nominations were closed with no other nominations, Mrs. Audra Harper is Chair.

The Chair opened the floor for the nominations for Vice Chair.

Mrs. Quinnelly nominated Mr. Wolstenholme for Vice Chair. The nominations were closed with no other nominations; Mr. Derek Wolstenholme is Vice - Chair.

There being no other business Chair called for a **Motion to Adjourn.**

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

The Motion carried unanimously.

The meeting adjourned at 6:59 p.m.

Respectfully submitted by:

Pat Johnson

Pat Johnson, Recording Secretary

APPROVED: January 8, 2026

Audra Harper
Audra Harper, Chair

Daphne Downtown Redevelopment Authority

Thursday, January 15, 2026

Meeting Minutes

Attendees: Daphne Robinson, Chairperson; Monica Kurth, Vice Chair; Dayna Oldham, Treasurer; Jason Goffinet, Member; Adam Campbell, Member; Laura Johnson, Member; Steve Olen, City Council; Tommie Conaway, City Council; Jessica Linne, Clerk; Troy Strunk, Executive Director City Development

Absent: Pamela Marks, Member

- 1) Call to Order – 5:30p.m.
 - a) Prayer/Pledge of Allegiance
 - b) Member present roll Sheet / Greet Public Participants
 - c) Approve minutes

Motion to amend November minutes to include treasurer’s report e-mailed 19 November 2025 at 8:02p.m. CST, no changes to December meeting minutes. Jason motions, Monica seconds, all approve, motion passes unanimously.

- 19 November 2025 report e-mail has been attached to the close of this document

- 2) Public Participation
 - a) No public attendees

- 3) Treasurer Report
 - Deposits EFT (% of the lodging taxes)
 - October 2025 \$7,072.27
 - November 2025 \$7,085.12
 - December 2025 \$7,874.64
 - January 2026 \$6,315.85

Checking Account \$145,777.43
Construction account balance \$1,339,108.55
Construction account remaining available amount \$191,242.84

We also have 2 CD's (Both of these CD's renew on January 18th this Sunday)
CD #5524 earning @ 4% \$140,873.60 (original amt) \$142,278.47 (cash value) \$2,794.31 (accrued interest)
CD #5532 earning @ 4% \$108,379.51 (original amt) \$109,460.33 (cash value) \$2,149.77 (accrued interest)

- 4) City Council update
 - a) No new updates

- 5) Committee Progress Reports
 - a) Website and Social Media Pages: Monica Kurth
 - i) Collecting pictures of ongoing progress to new building project
 - b) Main Street Development: Daphne Robinson

- i) C. Roberts submitted quote of \$26,750 to install HVAC for main level retail space and a quote of \$43,000 to finish the space. Possibility to utilize subcontractors for HVAC and sheet rock for this space.
- ii) Based on the square footage and other competing properties available, the leasing company recommends lowering the lease to under \$4,000 to generate additional interest for the retail space.
- iii) Insurance on the building is approximately \$12,000 per year
- iv) Consideration of a security system for the upstairs vacation rental property
- v) Arrow Exterminators and Terminex are being considered for termite bond, DRA seeking a company that offers a termite repair bond
- vi) Walk in showers for vacation rental, no change to the glass shower doors for the 2 en-suite bathrooms. The 3rd bathroom with tub to have rod that is secured to the walls (affixed to walls, not a tension rod). Recommendation for shower curtain height to be compatible with an 84inch curtain to offset the look of the low, shallow tub.
- vii) Dimmers being added to kitchen area chandelier, den, upstairs bonus room at no cost. Electrical outlets to remain as is in the kitchen, one outlet to be added to each bathroom (3 total new outlets at \$250 each)

Motion to add bathroom outlets \$250 x 3. Adam motions, Monica seconds, all in favor, motion passes unanimously.

Motion to change the building front entryway from concrete to all pavers per the request of the City. The modification cost is \$6,000 and has been requested in order for the entryway to be cohesive with City planning updated changes. Monica motions, Dayna seconds, all approve, motion passes unanimously.

Motion to secure Book Montrose as the Airbnb property manager. Monica motions, Adam seconds, all approve, motion passes unanimously.

c) Furniture: Monica Kurth

- i) Several pieces have been selected by a three member collaborative team (Monica, Pam, Dayna). Payment is due in the amount of \$11,884.00 for furniture currently on hold with Jes & Gray Living. Images of additional selected pieces with cost to be circulated to all DRA members prior to subsequent meetings.

Motion to approve \$11,884.00 for furniture payment to Jes & Gray Living. Dayna motions, Jason seconds, all approve, motion passes unanimously.

6) New Business

- a) Next meeting: Monday, **January 26, 2026 in the Council Chambers at 5:30p.m.**
- b) Following meeting: February 19, 2026
 - (1) Minutes and agenda to be emailed no later than Tuesday before the meeting
 - (2) Agenda items are due the Monday prior to scheduled meeting.
- c) Adjourn

November Treasurer's Report

Fwd: DRA meeting

From: Dayna Oldham (daynaoldham@yahoo.com)
To: daphneandsteve@att.net
Date: Thursday, November 20, 2025 at 03:08 PM CST

Kind regards,
Dayna Oldham
251-751-6726

Begin forwarded message:

From: Dayna Oldham <daynaoldham@yahoo.com>
Date: November 19, 2025 at 8:02:42 PM EST
To: Daphne Robinson <daphneandsteve@att.net>, Monica Kurth <monicakurth1@yahoo.com>, Laura Moore-Solano <moorelmy@hotmail.com>, acampbell@68ventures.com, Jason Goffinet <jason.goffinet@volkert.com>, Pamela Marks <pamelacellis@yahoo.com>
Cc: "Tommy B. Conaway" <councildistrict1@daphneal.com>, Steve Olen <councildistrict2@daphneal.com>, PLA Troy Strunk <tstrunk@daphneal.com>, Jessica Linne <jlinne@daphneal.com>
Subject: Re: DRA meeting

Hi Everyone,
I will be out of town for work and will not be able to make it to the meeting tomorrow.
I have attached the treasure report and other banking information you will need.

Deposits EFT (% of the lodging taxes)
October 2025 \$7,072.27
November 2025 \$7,085.12

Checking Account \$95,991.44
Construction account balance \$1,134,394.78


We also have 2 CD's
CD #5524 earning @ 4% \$140,000.00
CD #5532 earning @ 4% \$108,000.00

Attached are the Bank Statements, Transaction History, EFT Deposit reports for the last two months.
Also, attached is an NSF notification. Daphne can explain this further but it was suppose to be fixed by Sam at Bryant Bank.

Please let me know if you have any questions or need any other specific banking information before the meeting. Thanks, and see you next meeting

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: January 26, 2025
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: Planning Commission Minutes and Report

Attached please find a copy of the approved minutes for the City of Daphne Planning Commission regular meeting of the November 20, 2025 and December 18, 2025 and the report of the regular meeting of December 18, 2025 and January 22, 2026 for placement on the February 2, 2026 City Council agenda for review.

Should you have any questions or comments in this regard, please do not hesitate to call.

ADJ/jv

**The City of Daphne
Planning Commission Minutes
Regular Meeting of November 20, 2025
Council Chamber, City Hall - 5:00 P.M.**

Call to Order:

The Chairman called the regular meeting of the City of Daphne Planning Commission to order at 5:03 p.m. The number of members present constitutes a quorum.

Call of Roll:

Members Present:

Kevin Spriggs, Secretary
Bobby Purvis
Oliver Roberts
John Peterson, Vice Chairman
Andrew Prescott, Chairman
Lucy Watkins
Steve Olen
Nathan Jones

Staff Present:

Adrienne Jones, AICP, Director of Community Development
Jan Allen, Planning Coordinator
Patrick Dungan, Attorney
Troy Strunk, Executive Director, City Development
Andy Bobe, City Engineer
Jesi Ward, Environmental Programs Manager

Approval of Minutes:

The Chairman called for the first order of business: approval of minutes.

The Chairman asked for input regarding the October 23, 2025 regular meeting minutes presented by staff. There being none, minutes stand approved as submitted.

Public Participation:

The Chairman called for the next order of business: public participation.

The Chairman stated public participation will be opened shortly. He advised that The Sabal at Fish River, Phase 1 and associated agenda items have been tabled at the request of the applicant to the regular meeting of December 18, 2025. He also stated that a public hearing will be required for Grindstone so please hold your comments until that agenda item is heard. He noted that a public hearing will not be held for the Oak Grove Estates Master Plan Amendment so should you wish to speak, do so during public participation.

The Chairman then opened the floor to public participation.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of November 20, 2025
Council Chamber, City Hall - 5:00 P.M.**

Lisa Rummer, 27706 Rhone Drive, stated as a condition of approval the Planning Commission required the addition of a note which states, "a future connection to Lot 2 is to be established and a construction entrance for future phases will be directed to Pollard Road." She also stated that the residents of Tiawasee strongly oppose the proposed amendment and respectfully request that the Commission deny the proposal as presented.

The Chairman closed the floor to the public hearing.

Old Business:

Chairman called for the next order of business: Master Plan Revision for Oak Grove Estates.

An introductory presentation was given by the agent, Jason Wooten. He provided an overview of the master plan amendment as presented on the meeting agenda. He stated that the applicant is requesting the removal of the bridge requirement and noted that the subject property as presented meets the zoning and subdivision regulations.

Mr. Spriggs asked for clarification on the length of the bridge. Mr. Wooten stated the bridge design must maintain the floodplain elevation based on the cross section of the creek in its present state.

Mr. Spriggs asked about considering mitigating the wetlands. Mr. Wooten stated permitting is a lengthy permit process and that the length must be maintained to avoid floodplain issues.

Mr. Olen asked the approval date of Oak Grove Estates, Phase One and the length of time thereafter that the developer sought an amendment to the Oak Grove Master Plan. Mr. Wooten advised that he did not know the date, but that the amendment request was presented approximately one month after the approval.

Mr. Olen noted that Oak Grove Estates has been under active review by this Commission since 2017 and presented the following: the connectivity that the bridge provides has been a consistent and reoccurring theme of each proposal presented by the applicant; the 2017 master plan provided for a direct connection to Pollard Road; there is no record of opposition by the applicant to the connection prior to seeking this amendment; the 2022 master plan amendment has the connection to Pollard Road and staff emphasized the importance of connectivity; this is consistent with the Land Use Ordinance and Comprehensive Plan; a master plan was approved in 2023, conditioned upon the developer constructing a connection to Pollard Road as a part of the development of Phase 2 and/or any subphase thereof, and the developer agreed to construct a bridge; the developer then had a fifteen day-period to appeal, but continued with the construction and final approval of Phase One; therefore, the 2023 master plan is binding in that Section 15-3 of the Land Use Ordinance is the instrument that controls subsequent phases.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of November 20, 2025
Council Chamber, City Hall - 5:00 P.M.**

Mr. Olen read the comments of Susan Shaw, an adjacent property owner, "If a developer can obtain approval of a plan, purchase land under those terms, and later return to obtain cheaper and easier access routes out through established neighborhoods, it significantly weakens the credibility of the City's planning process. A developer must be held to the agreements and requirements under which he received the initial approval. Granting this request would send a message that developers can disregard established standards when they become inconvenient and shifting the burden of inadequate planning onto residents in the city rather than project proponents."

Mr. Olen further commented on the applicant's attorney's comments presented at the site preview meeting. He stated that Section 15-3 states that a master plan is required for phased developments to provide connections between phases, vehicular networks, ingress and egress consistent with the Comprehensive Plan. The Comprehensive Plan designates the Pollard Road corridor as a key connector, identifies connectivity between subdivisions as a major transportation and safety objective, and because the developer did not raise an objection and/or appeal the 2023 master plan condition for the construction of a bridge for access to Phase 2, the condition is the final action of the Commission and cannot be modified or challenged. The applicant waived any such challenge to the validity because he did not present an appeal in a timely fashion. Also, the applicant relied on that approval in 2023 to seek approval of and to construct Phase One, thereby accepting the condition placed on the plan. He reiterated that with every version of the subdivision presented over an eight-year period, the applicant never raised an objection to the construction of a bridge. He also stated that the bridge requirement and the roadway connection directly relate to the ninety-seven additional lots that will be built by providing the following benefits: safety and emergency access, disbursing construction traffic, reduction of the congestion in the adjacent neighborhoods, implementation of the City's Comprehensive Plan; and all of those things are traditional, clearly recognized governmental interests that have a direct relationship to how this subdivision is built.

Mr. Olen also commented, in response to the Dolan case cited by the applicant's attorney at the site preview meeting regarding proportionality, which means whatever the requirements that the Commission impose must be proportionate, that it is clear that a bridge and a roadway connection between the two phases is clearly and directly proportional to the additional traffic and emergency access required for the ninety-seven additional single-family residential lots.

Mr. Olen stated, in summary, the master plan amendment is binding, there is no reason under Alabama Law to reopen a final condition simply because the developer decided later that it is too expensive or undesirable; the law views this as an impermissible collateral attack because the developer did not appeal the decision and instead presented an amendment.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of November 20, 2025
Council Chamber, City Hall - 5:00 P.M.**

Mr. Olen reiterated that the burden on the neighborhoods is relevant, appropriate, highly material and noted that routing residential and construction traffic through Stratford Glen Subdivision and Tiawasee Subdivision would degrade the infrastructure, increase cut through traffic, impair emergency access and would be contrary to the connectivity requirement of Section 15-3 of the Land Use Ordinance.

Mr. Spriggs reiterated his comments about the required length of the bridge and questioned the wetland determination. Mrs. Ward stated that the wetlands are adjacent to the stream.

Hearing no further comments from the Commissioners, the Chairman called for a motion.

A motion was made by Mr. Olen and seconded by Mr. Jones to deny the applicant's request to amend the Oak Grove Estates Master Plan as it is inconsistent with Section 15-3 of the Land Use and Development Ordinance; inconsistent with the Comprehensive Plan connectivity objectives; contrary to findings and conditions of the Planning Commission's 2023 Master Plan approval; removal of the Pollard Road connection would negatively impact traffic circulation, emergency access and neighborhood compatibility; therefore, the 2023 conditions are final and binding; and, staff recommended denial. There was no discussion. The motion carried unanimously.

The Chairman advised that The Sabal at Fish River, Phase 1 and associated agenda items have been tabled at the request of the applicant to the regular meeting of December 18, 2025.

New Business:

The Chairman called for the next order of business: (Grindstone Master Plan Amendment), Belterra Master Plan Review, and Belterra, Phases 1 and 2 Preliminary Subdivision Plats Review:

An introductory presentation was given by the agent, Dwayne Smith. He provided a summary of the master plan and preliminary plats review as presented on the meeting agenda. He stated that the property is currently zoned R-6(G); the proposed development consists of one-hundred and ninety-one single family residential lots located east of Well Road and County Road 13 and noted there is a reduction in lots which results in less impervious area to provide for the improvement of the drainage issues in this area.

The Chairman asked about staff comments. Staff advised that comments have been addressed.

The Chairman opened the floor for the public hearing for Belterra, Phase One.

Steve Lavalee, 9343 Ottawa Drive, commented about the required maintenance of the ditch adjacent to the subdivisions.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of November 20, 2025
Council Chamber, City Hall - 5:00 P.M.**

Megan Kelly, 9079 Berga Lane, commented about her traffic concerns due to the development of subdivisions and schools, and drainage and flooding issues because the existing pond and ditch are not maintained.

Steven Matthews, 9252 Ottawa Drive, commented about his drainage concerns.

The Chairman closed the floor to the public hearing.

The Chairman opened the floor for the public hearing for Belterra, Phase Two. The floor was closed after no one came forward to speak and offered the agent the opportunity for rebuttal.

During rebuttal, Mr. Smith noted that a traffic impact study was conducted and although one was not required, a turn lane was added; a drainage analysis was conducted which included the surrounding properties to improve current conditions; and the existing ditch between Belterra and Ottawa Springs Subdivisions will be realigned and cleaned out.

Mr. Peterson asked about the removal of emergency access. Mr. Smith responded that staff requested that the emergency access was removed to add a turn lane.

Mr. Olen asked for confirmation from staff that the stormwater drainage plan meets the requirements of the Land Use Ordinance. Mr. Bobe stated that the design as presented will make a significant improvement to this area.

Mr. Purvis asked for explanation regarding the drainage easement and ditch in the Ottawa Springs Subdivision. Mr. Bobe stated that the ditch is not maintained by the city, and that both subdivisions will have rights to the ditch. The ditch will be realigned, graded and cleaned out during the construction of this development.

Mrs. Jones commented that Grindstone Master Plan was approved prior to the enactment of the zoning of the property. She noted that this master plan has fewer lots and is consistent with what was previously approved.

A motion was made by Mr. Olen and seconded by Mr. Spriggs to approve the Belterra master plan. There was no discussion on the motion. The motion carried unanimously.

A motion was made by Mr. Prescott and seconded by Mr. Jones to approve Belterra Subdivision, Phase One preliminary subdivision plat. There was no discussion on the motion. The motion carried unanimously.

A motion was made by Mr. Spriggs and seconded by Mr. Jones to approve Belterra Subdivision, Phase Two preliminary subdivision plat. There was no discussion on the motion. The motion carried unanimously.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of November 20, 2025
Council Chamber, City Hall - 5:00 P.M.**

The Chairman called for the next order of business: The Hamlet at Rowan Oak, Phase One Preliminary Subdivision Plat Review.

An introductory presentation was given by the agent, Chloe Kelly. She provided a summary of the preliminary subdivision plat review as presented on the meeting agenda and noted that this is a part of the single-family portion of Rowan Oak PUD. The previously approved subdivision has been revised to increase the lot size and reduce the lot count.

The Chairman asked about staff comments. Staff advised that comments have been addressed.

The Chairman opened the floor for the public hearing.

Megan Kelly, 9079 Berga Lane, stated that she would like to reiterate her traffic concerns presented during the public hearing for the previous subdivisions.

The Chairman closed the floor to the public hearing and offered the agent the opportunity for rebuttal.

Mrs. Kelly stated as a part of development of the Rowan Oak PUD, a traffic impact study was conducted which required the developer to install several improvements to include Milton Jones Road Extension as shown on the subdivision plat to provide an east to west connection. She noted that the traffic impact study is public record and available upon request.

Mr. Olen asked Mrs. Jones for clarification on the timing issue for approval of the subdivision. Mrs. Jones stated the public hearing for the PUD modification is January 5th; therefore, approval of the subdivision should be contingent upon the City Council's action.

Hearing no further comments from the commissioners, the Chairman called for a motion.

A motion was made by Mr. Olen and seconded by Mr. Prescott to approve The Hamlet at Rowan Oak, Phase One preliminary subdivision plat contingent upon the City Council's approval of the Rowan Oak PUD Narrative Modification. There was no discussion on the motion. The motion carried unanimously.

The Chairman called for the next order of business: attorney's report.

Mr. Dungan stated no report.

The Chairman called for the next order of business: commissioner's comments.

The Chairman welcomed Ida Ross Hicks to the Planning Commission.

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
REGULAR MEETING OF JANUARY 22, 2026
COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

- 8. ATTORNEY'S REPORT no report
- 9. COMMISSIONER'S COMMENTS spriggs - comment
traditional / pub
- 10. DIRECTOR'S COMMENTS volareck
planning
- 11. ADJOURNMENT feb 18th + Feb 24th -

**The City of Daphne
Planning Commission Minutes
Regular Meeting of November 20, 2025
Council Chamber, City Hall - 5:00 P.M.**

The Chairman called for the next order of business: director's comments.

Director presented the upcoming meeting dates. Site Preview is December 10th, the Regular Meeting is December 18, 2025, and Happy Thanksgiving!

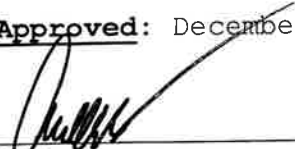
There being no further business, the meeting was adjourned at 5:57 p.m.

Respectfully submitted by:



Jan Allen, Planning Coordinator

Approved: December 18, 2025



Andrew Prescott, Chairman

**The City of Daphne
Planning Commission Minutes
Regular Meeting of December 18, 2025
Council Chamber, City Hall - 5:00 P.M.**

Call to Order:

The Chairman called the regular meeting of the City of Daphne Planning Commission to order at 5:02 p.m. The number of members present constitutes a quorum.

Call of Roll:

Members Present:

Kevin Spriggs, Secretary
Bobby Purvis
Oliver Roberts
John Peterson, Vice Chairman
Andrew Prescott, Chairman
Lucy Watkins
Richard Johnson
Steve Olen
Nathan Jones

Staff Present:

Jan Vallecillo, Planning Coordinator
Patrick Dungan, Attorney
Troy Strunk, Executive Director, City Development
Andy Bobe, City Engineer
Jesi Ward, Environmental Programs Manager

Approval of Minutes:

The Chairman called for the first order of business: approval of minutes.

The Chairman asked for input regarding the November 20, 2025 regular meeting minutes presented by staff. Action tabled until the regular meeting of January 22, 2025.

Public Participation:

The Chairman called for the next order of business: public participation.

The Chairman stated public participation will be opened shortly. He advised that The Sabal at Fish River, Phase 1 and associated agenda items have been tabled at the request of the applicant to the regular meeting of January 22, 2025. If a public hearing is required, please hold your comments until that agenda item is heard. Otherwise, please feel free to come forward and speak during public participation.

The Chairman opened the floor for the public hearing. The floor was closed after no one came forward to speak.

New Business:

The Chairman called for the next order of business: Eastern Shore Toyota Test Track Site Plan Review.

**The City of Daphne
Planning Commission Minutes
Regular Meeting of December 18, 2025
Council Chamber, City Hall - 5:00 P.M.**

An introductory presentation was given by the agent, Amanda Thompson. She provided a summary of the site plan review as presented on the meeting agenda. She explained that the applicant is seeking site plan approval of an off-road style test track constructed for demonstration purposes.

The Chairman asked for staff comments. Mr. Bobe stated that his comments have been addressed. Mrs. Ward stated a five-year operation and maintenance manual, an enhanced landscape plan to address the perimeter and the establishment of a permanent BMP are required.

Hearing no further comments from the commissioners, the Chairman called for a motion.

A motion was made by Mr. Olen and seconded by Mr. Johnson to approve the site plan for Eastern Shore Toyota Test Track Site Plan Review, contingent upon the applicant satisfying each of the items in the Environmental Programs Manager email to the applicant dated December 18, 2020. There was no discussion on the motion. The motion carried unanimously.

The Chairman called for the next order of business: Rowan Oak Parcel Division Preliminary/Final Subdivision Plat Review.

An introductory presentation was given by the agent, Chloe Kelly. She provided a summary of the preliminary/final subdivision plat review as presented on the meeting agenda and stated the purpose of the re-plat is to reconfigure the current property boundaries to match the proposed phase line boundaries.

The Chairman opened the floor for the public hearing. The floor was closed after no one came forward to speak.

Hearing no further comments from the commissioners, the Chairman called for a motion.

A motion was made by Mr. Johnson and seconded by Mr. Jones to approve the preliminary/final subdivision plat for Rowan Oak Parcel Division. There was no discussion on the motion. The Motion carried unanimously.

The Chairman called for the next order of business: The Hamlet at Rowan Oak, Phase Two Preliminary Subdivision Plat Review.

An introductory presentation was given by the agent, Chloe Kelly. She provided a summary of the preliminary subdivision plat review as presented on the meeting agenda. She stated changes have been made to the lot sizes and overall lot count as a part of the PUD modification.

The Chairman asked for staff comments. Staff advised that comments have been addressed.

The Chairman opened the floor for the public hearing. The floor was closed after no one came forward to speak.

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Hearing no further comments from the commissioners, the Chairman called for a motion.

A motion was made by Mr. Johnson and seconded by Mr. Peterson to approve the preliminary subdivision plat for The Hamlet at Rowan Oak, Phase Two. There was no discussion on the motion. The Motion carried unanimously.

The Chairman called for the next order of business: The Hamlet at Rowan Oak, Phase Three Preliminary Subdivision Plat Review.

An introductory presentation was given by the agent, Chloe Kelly. She provided a summary of the preliminary subdivision plat review as presented on the meeting agenda. She stated changes have been made to the lot sizes and overall lot count as a part of the PUD modification.

The Chairman asked for staff comments. Staff advised that comments have been addressed.

The Chairman opened the floor for the public hearing. The floor was closed after no one came forward to speak.

Hearing no further comments from the commissioners, the Chairman called for a motion.

A motion was made by Mr. Peterson and seconded by Mr. Johnson to approve the preliminary subdivision plat for The Hamlet at Rowan Oak, Phase Three. There was no discussion on the motion. The Motion carried unanimously.

The Chairman called for the next order of business: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, And SE Family Limited Partnership Comprehensive Plan Amendment, Pre-Zoning Amendment And Annexation Petition.

An introductory presentation was given by the engineer, Mark Gonzalez. He summarized the pre-zoning request as presented on the agenda. He noted that the proposed development associated with pre-zoning to a Planned Unit Development requires an amendment to the Comprehensive Plan to change the placetype from Traditional Neighborhood to a Mixed-Use Corridor because the current classification is characterized by mixed-use and all forms of residential development with a density of eight to thirty units per acre. He provided an overview of the proposed development consisting of a retail grocery store, retail and mixed uses, and multi-story buildings that are designed to provide convenient, safe vehicle access, appealing pedestrian ways, modes of transportation for compact development patterns where the buildings are located near the sidewalks and the creative wall to enhance the pedestrian environment.

Mr. Gonzalez deferred to Charlie Trotman, the agent, to provide commentary on the proposed use of the property.

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Mr. Trotman stated this is a mixed-use planned development for residential, commercial and service oriented uses consisting of approximately thirty-one point seven six acres located at the intersection of Alabama Highway 181 and County Road 64. The plan provides for an upscale, village-type environment, the outparcels are offset to allow for rear parking, outparcel buildings are placed in front of the apartment complex for an appealing look and visibility, sidewalks transverse the project to allow for a walkable community, green space, greenbelt, parks, limited access to Alabama Highway 181, the addition of a right turn lane at the intersection of Alabama Highway 181 and County Road 64, a traffic signal is proposed on County Road 64 to align with Overton Subdivision, improvement of the roundabout at County Road 13, a retail grocery store with fresh produce and a pharmacy, five-acre plus detention facility to address drainage issues, comprehensive landscape plan, walkways and pedestrian crossings for walkability and connectivity, the addition of a multi-family facility set to elevate residential living standards, fountains, dog park, club style amenities, enhanced architectural designs, and seating areas.

The Chairman questioned what portion of the subject property is included in the annexation. Mr. Trotman stated the owners are only annexing the property shown, not the balance of the property.

The Chairman questioned whether the apartments could be rotated ninety degrees to face County Road 64. Mr. Trotman responded there is not enough room because of the location of the dog park.

Mr. Johnson explained there are three applications that are being discussed tonight, a modification of the Comprehensive Plan for a mixed-use development; consideration of a pre-zoning application meaning to apply zoning to this site that allows the usage and the intensity of usage that is shown in this plan, and a request to annex the property into the city. He noted that the intersection of Alabama Highway 181 and County Road 64 is not a fit for these types of uses.

Mr. Spriggs commented that the Comprehensive Plan never considered the economic consequences or modeling of any of these communities that are proposed and that is a weakness in the Comprehensive Plan. He noted that the rotation of the apartment complex would lessen the number of residents. He stated with the current design, the courtyard area and the detention pond provide for privacy. He also stated that high-density and residential development should be integrated into commercial so that residents have a walkable, self-contained community without accessing the right-of-way. He questioned whether the stormwater detention from the remainder of the Volovecky property is directed to this detention pond.

Mr. Gonzalez commented the natural basin breaks away from this area and is directed around them.

Mr. Trotman stated that the adjacent property owner has an agreement to the balance of his property to the north by a dedicated public right-of-way and to develop the property residential or commercial.

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Mr. Trotman stated that he could not confirm if the property would be developed because of the wetlands and acquiring a permit to fill in the grady ponds. Mr. Spriggs stated according to the new Supreme Court decision, the applicant should be able to fill in the wetlands.

Mr. Johnson commended Mr. Trotman and Mr. Gonzalez on the revisions to the overall site plan and the PUD narrative, but many of the things mentioned are not contained in the PUD document or the drawings. He stated one example is the cohesive, consistent appearance and architecture of retail grocery store and apartments and the dedication of the right-of-way.

Mr. Trotman stated the omission was an error because the applicant is committed to the project.

Mr. Johnson recommended tabling the agenda items until that information is included. Mr. Trotman stated that the applicant does not have the ability to convince the grocery anchor to commit further to a project.

Mr. Johnson commented that the applicant is asking for a Comprehensive Plan Amendment, pre-zoning that provides for the uses shown and annexation, then the Planning Commission and City Council have the right to make changes because of the interest on behalf of the development for a tax abatement to offset the extensively costly infrastructure improvements required.

Mr. Spriggs reiterated that he concurred with Mr. Johnson that the overall architectural theme and the dedicated right-of-way should be a part of the PUD documents.

Mr. Olen commented, as a member of the Planning Commission and the City Council, the recently adopted Comprehensive Plan designates this area suitable for Traditional Neighborhood Development. He stated the fact that the applicant thinks that there is something that is not economically or financially feasible is the applicant's opinion and Mr. Olen strongly disagrees with that. The Comprehensive Plan points out the type of development for this area should include a variety of residential dwellings; reserving prominent sites for community and public buildings; superior development to what would be designed under conventional zoning and subdivision regulations; and should provide public benefits that promote the best interest of the City. In fact, there are several respects in which it is decidedly less superior or desirable to the citizens, which is the City's priority.

Mr. Olen concurred with Mr. Johnson that there are number of statements made orally that are not included in the PUD documents. He stated it is critical because the PUD documents become a zoning ordinance that is legally binding.

The Chairman stated this agenda item requires two public hearings. He stated the first public hearing is for the Comprehensive Plan Amendment and opened the floor for public hearing.

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Jan Anderson, 25955 Capri Court, spoke in opposition, to express his concerns about traffic and preservation of quality of life.

Patty Kontos, 11020 Higbee Road, questioned whether the proposal was for Walmart and responded to the comment about fresh produce. She stated that she was the manager of Allegri Farm Market and stated there is farm to table fresh produce in this area.

Brick Mason, 25969 Capri Court, spoke in opposition, to express his concerns about traffic and asked for consideration of the residents and homeowners on County Road 64.

The Chairman closed the floor to the public hearing and offered the agent the opportunity for rebuttal.

Mr. Trotman responded that the applicant would continue to work with staff to revise the PUD documents because the applicant is fully committed to this project.

Chairman requested the addition of crosswalks and sidewalks for access to the development from the residential subdivisions.

Hearing no further comments from the commissioners, the Chairman called for a motion.

During discussion, Charlie Trotman, the agent, requested to table the pre-zoning request and associated applications.

A motion was made by Mr. Spriggs and seconded by Mr. Johnson to table Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, And SE Family Limited Partnership Pre-Zoning Amendment and associated applications. There was no discussion on the motion. The Motion carried unanimously.

The Chairman called for the next order of business: Obama, LLC Zoning Amendment.

An introductory presentation was given by the agent, Chris Lieb. He summarized the rezoning request as presented on the meeting agenda and provided a proposed sketch for illustrative purposes.

Mr. Olen stated that he wanted to make it clear that the issue here is not just the request for rezoning. The issue also is that the rendering does not depict the types of uses proposed. The uses allowed by right in a B-1 zone are not ones that the residents of Olde Towne or the City of Daphne would want on Main Street next door to Whit's.

Mr. Olen stated if the property is rezoned from B-3 to B-1, some of the uses by right are a nightclub, bar, convenience store, liquor, wine and beer sales, tobacco shop, cocktail lounge, self-service laundry and/or dry-cleaning service. These and a host of others would be detrimental and harmful to the surrounding neighborhood.

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Mr. Spriggs stated that free enterprise figures out the best use of their property and when we arbitrarily prohibit certain types of businesses, it limits the opportunity for uses that may be beneficial in this area. He stated the zoning and some of these uses could be potentially very valuable to the residents in this area because they could walk rather than drive to the businesses.

Mr. Johnson commented that he is not opposed to a host of certain commercial activity which allows for a small restaurant, bar, cocktail lounge so that residents could enjoy a wonderful dinner, drink and ice cream. He stated frankly, the demand for the future of professional office base has a certain limited cap and demand for capacity and other commercial centers benefit from increased traffic from other commercial centers. He agreed that professional office space is not the only acceptable use for this property. He commented that a limited commercial with live above work down could be appropriate for this area, but not in a B-1 zone. He also stated that he was disappointed that the rendering did not include a residential component.

Mr. Lieb stated the reason for the request to rezone to B-1 is to allow for a restaurant on the first floor and to get through the zoning process with a permitted use. He stated that a request to rezone to B-1(a) would require Planning Commission Approval. He noted that the owner is not proposing any of the uses that Mr. Olen mentioned.

Mr. Olen stated that one hundred percent illustrates exactly what his concern is because of the property rezoned at Van Avenue and Main Street. He noted that we are supposed to represent the community and the citizens.

The Chairman opened the floor for public hearing.

Jim Myers, 897 Main Street, spoke in opposition, to express his concerns about traffic.

Kit Smith, 608 Van Avenue, spoke in opposition, to express his concerns about traffic and quality of life.

Jonathan Tillman, 808 Van Avenue, spoke in opposition, to express his concerns about parking, building height and the uses allowed in that zone.

Zachary Hatcher, 710 Delachase Court, spoke in opposition, to express his concerns about privacy, building height, and the uses allowed in that zone.

The Chairman closed the floor to the public hearing and offered the agent the opportunity for rebuttal.

Mr. Lieb advised that it is notably clear that B-1 is not feasible and asked the procedure to change the requested zoning to B-1(a).

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Mr. Dungan stated zoning requires a public hearing and notice and the application specifically requested to rezone to B-1 to request a different zoning designation you would have to amend the application.

The Chairman stated could we handle this procedurally by the applicant requesting to withdraw the application.

Mr. Dungan stated the applicant could request to withdraw the application and no motion would be required by the Planning Commission.

Mr. Strunk stated that he could withdraw the application right now and no longer be on the agenda. Because the application is for B-1, he would have to resubmit an application for B-1(a) and this application would no longer be valid.

During discussion, Mr. Lieb, the agent, requested to withdraw the application.

The Chairman noted that the application is withdrawn.

Mr. Strunk stated that the deadline for resubmittal is Monday, December 22, 2025.

The Chairman that the street acceptance petition for Hidden Creek Circle has been tabled at the request of the applicant to the regular meeting of January 22, 2025.

The Chairman called for the next order of business: attorney's report.

Mr. Dungan stated no report. Merry Christmas!

The Chairman called for the next order of business: commissioner's comments.

Merry Christmas and Happy New Year!

The Chairman called for the next order of business: director's comments.

Merry Christmas and thank you! This was a challenging agenda with a lot of very important projects. I appreciate all of you being gentle on me in Adrienne's absence because she is definitely the one that does the preparation for this meeting.

There being no further business, the meeting was adjourned at 7:11 p.m.

Respectfully submitted by:


Jan Allen, Planning Coordinator

Approved: January 22, 2026


Andrew Prescott, Chairman

CITY OF DAPHNE
PLANNING COMMISSION AGENDA
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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

Report
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1. **CALL TO ORDER:** 5:02 p.m.
2. **CALL OF ROLL:** Andrew Prescott, Steve Olen, Kevin Spriggs, Lucy Watkins, Bobby Purvis, Ida Ross Hicks, Nathan Jones, Richard Johnson and John Peterson
3. **APPROVAL OF MINUTES:** Review of minutes of the regular meeting of November 20, 2025 (**No action taken**).
4. **PUBLIC PARTICIPATION:** None presented.
5. **OLD BUSINESS:**

A. **SABAL AT FISH RIVER MASTER PLAN REVIEW, EAST FISH RIVER PUD MODIFICATION, PLANNING COMMISSION APPROVAL AND SABAL AT FISH RIVER, PHASE 1 PRELIMINARY SUBDIVISION PLAT REVIEW:**

1. **File MPR25-04: (Tabled by the applicant until the regular meeting of January 22, 2026)**

Presentation to be given by Austin Lutz, Engineering Design Group, requesting master plan review of Sabal at Fish River Subdivision.

2. **File AP25-17: (Tabled by the applicant until the regular meeting of January 22, 2026)**

Presentation to be given by Austin Lutz, representative of Engineering Design Group, requesting an amendment to the East Fish River PUD Narrative.

3. **File AP25-16: (Tabled by the applicant until the regular meeting of January 22, 2026)**

Presentation to be given by Austin Lutz, Engineering Design Group, to request Planning Commission approval of a low-pressure system in lieu of the approved gravity sewer system. Reference LUDO Section 11-13(a) (2).

4. **File SDP25-12: (Tabled by the applicant until the regular meeting of January 22, 2026)**

Subdivision: Sabal at Fish River, Phase 1

Zoning: *PUD, Planned Unit Development*

Location: Five hundred feet northeast of the intersection of County Road 64 and Dixon Lane

Area: 190.78 Acres ±, 215 lots

Owner: East Fish River, LLC - Richard Inge

Surveyor: Engineering Design Group - Craig Johnson

Engineer: Engineering Design Group - Austin Lutz

6. **NEW BUSINESS:**

A. **EASTERN SHORE TOYOTA TEST TRACK SITE PLAN REVIEW:**

1. **File SP25-10: (Approved, contingent upon the applicant satisfying each of the items in the Environmental Programs Manager email to the applicant dated December 18, 2025)**

Site: Eastern Shore Toyota Test Track

Zoning(s): *B-2, General Business*

Area: 9.26 Acres ±

Location: Southeast of the intersection of Renaissance Boulevard and Frederick Boulevard

Owner: Esfahani Real Estate Holdings of Alabama, LLC. - John Curry

Engineer: Goodwyn, Mills & Cawood - Amanda Thompson

B. ROWAN OAK PRELIMINARY/FINAL AND PRELIMINARY SUBDIVISION PLATS REVIEW:

1. File SDPF25-04: (Approved)

Subdivision: Rowan Oak Parcel Division

Zoning: PUD, Planned Unit Development

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

Area: 117.30 Acres ±, (5) lots

Owner: 68V Land Holdings, Sharon, John Christopher, Frederick, and Thomas Boni

Agent: S. E. Civil - Arthur Johnson

Developer: 68 Ventures - Chloe Kelly

Surveyor: S.E. Civil - David Diehl

2. File SDP25-13: (Approved)

Subdivision: The Hamlet at Rowan Oak, Phase 2

Zoning: PUD, Planned Unit Development

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

Area: 27.96 Acres ±, (71) lots

Owner: Sharon, John Christopher, Frederick and Thomas Boni

Agent: S. E. Civil - Aaron Collins

Developer: 68 Ventures - Chloe Kelly

Surveyor: S.E. Civil - David Diehl

Engineer: S.E. Civil - Dave Lavery

3. File SDP25-14: (Approved)

Subdivision: The Hamlet at Rowan Oak, Phase 3

Zoning: PUD, Planned Unit Development

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

Area: 9.24 Acres ±, (30) lots

Owner: Sharon, John Christopher, Frederick and Thomas Boni

Developer: 68 Ventures - Chloe Kelly

Surveyor: S.E. Civil - David Diehl

Engineer: S.E. Civil - Dave Lavery

B. JOSEPH A. ALLEGRI JR PROPERTIES II, LLC, JERRY VOLOVECKY SR, LOUISE VOLOVECKY, AND SE FAMILY LIMITED PARTNERSHIP COMPREHENSIVE PLAN AMENDMENT, PRE-ZONING AMENDMENT AND ANNEXATION PETITION:

1. CPA25-01: (Tabled until the regular meeting of January 22, 2026)

Presentation to be given by Mark Gonzalez or Kirk Eaton, Gonzalez-Strength, requesting that the Planning Commission consider an amendment to the Envision Daphne 2042 Comprehensive Plan:

- (a) Land located northwest of the intersection of County Road 64 and Alabama Highway 181 (PPIN#44044, 307152, and 393) from:**

Present Placetype: Traditional Neighborhood Development

Proposed Placetype: Mixed Use Corridor

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2. File PZA25-03: **(Tabled until the regular meeting of January 22, 2026)**
- Applicant: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership
- Present Zoning:* **B-3, General Business, and RA, Rural Agricultural, Baldwin County District 15**
- Proposed Zoning:* **PUD, Planned Unit Development**
- Area: 31.76 Acres ±
Location: Northwest of County Road 64 and Alabama Highway 181
Owner: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership
Agent: Gonzalez-Strength - Mark Gonzalez or Kirk Eaton

3. ANX25-03: **(Tabled until the regular meeting of January 22, 2026)**

A presentation to be given by Mark Gonzalez or Kirk Eaton, Gonzalez-Strength, requesting annexation of a thirty-one point seven-six acre parcel owned by Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership located northeast of County Road 64 and Alabama Highway 181. The subject property is currently zoned B-3, General Business, and RA, Rural Agricultural, Baldwin County District 15.

D. **OBAMA, LLC ZONING AMENDMENT:**

1. File ZA25-01: **(Withdrawn)**
- Applicant: Obama, LLC
- Present Zoning:* **B-3, Professional Business**
- Proposed Zoning:* **B-1, Local Business**
- Location: Southeast of Main Street and Van Avenue
Area: 1.17 Acres ±
Agent: Lieb Engineering - Chris Lieb
Owner: Obama, LLC - Michael Andreoli

F. **STREET ACCEPTANCE PETITION:**

File AP25-18: (Tabled by the applicant until the regular meeting of January 22, 2026)

Presentation to be given by Bonnie Hebert, President of the D'Olive Creek Estates Property Owners Association, requests the donation and dedication and acceptance of Hidden Creek Circle as a publicly maintained street and right-of-way.

7. **ATTORNEY'S REPORT:** No report. Merry Christmas!
8. **COMMISSIONER'S COMMENTS:** Merry Christmas!
9. **DIRECTOR'S COMMENTS:** None presented.
10. **ADJOURNMENT:** 7:11 p.m.

CITY OF DAPHNE
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COUNCIL CHAMBERS, CITY HALL - 5:00 P.M.

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1. **CALL TO ORDER:** 5:05 p.m.
2. **CALL OF ROLL:** Andrew Prescott, Steve Olen, Kevin Spriggs, Bobby Purvis, Nathan Jones, Richard Johnson and John Peterson
3. **APPROVAL OF MINUTES:**
Review of minutes of the regular meeting of December 18, 2025 (**Approved**)
4. **PUBLIC PARTICIPATION:** None presented.
5. **NEW BUSINESS – REARRANGED AGENDA ITEM:**
 - A. **PATCH PLACE SUBDIVISION, PHASE 1 AND 2 STREET ACCEPTANCE:**
 1. File AP26-01: (**Favorable recommendation to City Council**)

Presentation to be given by Jackson Berkbigler, Rowe Engineering & Surveying, requesting acceptance of all rights-of-way contained within Patch Place, Phase 1. Said rights-of-way being Parker Lane (661) and Patch Place Loop (191).
 2. File AP26-02: (**Favorable recommendation to City Council**)

Presentation to be given by Jackson Berkbigler, Rowe Engineering & Surveying, requesting acceptance of all rights-of-way contained within Patch Place, Phase 2. Said right-of-way being Patch Place Loop (2,234 linear feet).
6. **OLD BUSINESS:**
 - A. **APPROVAL OF MINUTES:**
Review of minutes of the regular meeting of November 20, 2025. (**Approved**)
 - B. **SABAL AT FISH RIVER MASTER PLAN REVIEW, EAST FISH RIVER PUD MODIFICATION, PLANNING COMMISSION APPROVAL AND SABAL AT FISH RIVER, PHASE 1 PRELIMINARY SUBDIVISION PLAT REVIEW:**
 1. File MPR25-04: (**Tabled by the applicant to the regular meeting of February 26, 2026**)

Presentation to be given by Austin Lutz, Engineering Design Group, requesting master plan review of Sabal at Fish River Subdivision.
 2. File AP25-17: (**Tabled by the applicant to the regular meeting of February 26, 2026**)

Presentation to be given by Austin Lutz, representative of Engineering Design Group, requesting an amendment to the East Fish River PUD Narrative.
 3. File AP25-16: (**Tabled by the applicant to the regular meeting of February 26, 2026**)

Presentation to be given by Austin Lutz, Engineering Design Group, to request Planning Commission approval of a hybrid sewer system in lieu of the approved gravity sewer system. Reference LUDO Section 11-13(a) (2).

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4. **File SDP25-12: (Tabled by the applicant to the regular meeting of February 26, 2026)**

Subdivision: Sabal at Fish River, Phase 1

Zoning: *PUD, Planned Unit Development*

Location: Five hundred feet northeast of the intersection of County Road 64 and Dixon Lane
Area: 190.78 Acres ±, 215 lots
Owner: East Fish River, LLC - Richard Inge
Surveyor: Engineering Design Group - Craig Johnson
Engineer: Engineering Design Group - Austin Lutz

C. **JOSEPH A. ALLEGRI JR PROPERTIES II, LLC, JERRY VOLOVECKY SR, LOUISE VOLOVECKY, AND SE FAMILY LIMITED PARTNERSHIP COMPREHENSIVE PLAN AMENDMENT, PRE-ZONING AMENDMENT AND ANNEXATION PETITION:**

1. **CPA25-01: (Approved an amendment to the Comprehensive Plan and Resolution Number 2025-01)**

Presentation to be given by Mark Gonzalez or Kirk Eaton, Gonzalez-Strength, requesting that the Planning Commission consider an amendment to the Envision Daphne 2042 Comprehensive Plan:

Land located northwest of the intersection of County Road 64 and Alabama Highway 181 (PPIN#44044, 307152, and 393) from:

Present Placetype: Traditional Neighborhood Development

Proposed Placetype: Mixed Use Corridor

2. **File PZA25-03: (Favorable recommendation to City Council to pre-zone the subject property to PUD contingent upon a modification to the proposed PUD narrative as follows: modify section 6.1 to Roadway Improvements bullet point 5 to state "Modifications to improve the CR-64/Highway 13 roundabout as approved by staff and to strike section 10.50)**

Applicant: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership

Present Zoning: *B-3, General Business, and RA, Rural Agricultural, Baldwin County District 15*

Proposed Zoning: *PUD, Planned Unit Development*

Area: 31.76 Acres ±
Location: Northwest of County Road 64 and Alabama Highway 181
Owner: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership
Agent: Gonzalez-Strength - Mark Gonzalez or Kirk Eaton

3. **ANX25-03: (Favorable recommendation to City Council)**

A presentation to be given by Mark Gonzalez or Kirk Eaton, Gonzalez-Strength, requesting annexation of a thirty-one point seven-six-acre parcel owned by Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership located northwest of County Road 64 and Alabama Highway 181. The subject property is currently zoned B-3, General Business, and RA, Rural Agricultural, Baldwin County District 15.

7. NEW BUSINESS:

A. THE CHURCH OF THE HIGHLANDS BELFOREST WATER TANK #4 PLANNING COMMISSION APPROVAL AND SITE PLAN REVIEW:

1. File AP26-03: **(Approved)**
2. File SP26-01: **(Approved with the conditions: landscape revisions to include tree removal and replacement within the easement, must be submitted and approved by staff)**

Site: The Church of the Highlands Belforest Water System Tank #4

Zoning(s): *B-2(a), General Business Alternate*

Area: 0.74 Acres ±

Location: Due west of the intersection of Plantation Drive and Alabama Highway 181

Owner: The Church of the Highlands, Inc. - Bruce Adams

Developer: Belforest Water Systems - Gary McMillan

Agent: Southern Engineering Solutions - John Byrd

Engineer: Southern Engineering Solutions - Ben White

B. ROWAN OAK PRELIMINARY SUBDIVISION PLATS REVIEW:

1. File SDP26-01: **(Approved)**

Subdivision: **Faulkner's Place at Rowan Oak, Phase 4**

Zoning: *PUD, Planned Unit Development*

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

Area: 9.73 Acres ±, (45) lots

Owner: Sharon and John Christopher Boni

Agent: S. E. Civil - Arthur Johnson

Developer: 68 Ventures - Chloe Kelly

Surveyor: S.E. Civil - David Diehl

Engineer: S.E. Civil - Dave Lavery

2. File SDP26-02: **(Approved)**

Subdivision: **Faulkner's Place at Rowan Oak, Phase 5**

Zoning: *PUD, Planned Unit Development*

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

Area: 6.61 Acres ±, 44 single family residential lots

Owner: Sharon and John Christopher Boni

Developer: 68 Ventures - Chloe Kelly

Surveyor: S.E. Civil - David Diehl

Engineer: S.E. Civil - Dave Lowery

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C. LOUISA MARCO TOLER REVOCABLE TRUST DATED: JULY 24, 2024 PRE-ZONING AMENDMENT:

1. File PZA26-01: (Favorable recommendation to City Council to pre-zone the subject property to R-6(G), Garden or Patio Homes and B-2(a), General Business Alternate)

Applicant: Louisa Marco Toler Revocable Trust Dated: July 24, 2024

Present Zoning: RA, Rural Agricultural, Baldwin County

Proposed Zoning: R-6(G), Garden or Patio Home, and B-2(a), General Business Alternate

Location: At the northwest intersection of County Road 64 and County Road 54 West
Area: 144 Acres ±
Owner: Louisa Marco Toler Revocable Trust Dated: July 24, 2024 - Hollace Marco Brayer, personal representative
Agent: Dewberry - Cathy Barnette

D. OBAMA, LLC ZONING AMENDMENT:

1. File ZA26-01: (Set forth a favorable recommendation to City Council to rezone the subject property from B-3, Professional Business, to B-1(a), Limited Local Business, failed due to lack of supermajority vote. 3 in favor and 4 opposed)

(Set forth an unfavorable recommendation to City Council to rezone the subject property from B-3, Professional Business to B-1(a), Limited Local Business, failed due to lack of supermajority vote. 4 in favor and 3 opposed)

Applicant: Obama, LLC

Present Zoning: B-3, Professional Business

Proposed Zoning: B-1(a), Limited Local Business

Location: Southeast of Main Street and Van Avenue
Area: 1.17 Acres ±
Agent: Lieb Engineering - Chris Lieb
Owner: Obama, LLC - Michael Andreoli

8. ATTORNEY'S REPORT: No report.

9. COMMISSIONER'S COMMENTS: Kevin Spriggs and Richard Johnson commented regarding traditional planning and Planned Unit Developments (see minutes for details). The Chairman presented the upcoming meeting dates. Site Preview is February 18th and the Regular Meeting is February 26, 2025.

10. DIRECTOR'S COMMENTS: None presented.

11. ADJOURNMENT: 6:25 p.m.



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: Manci's Antique Club
APPLICANT NAME: Garrett DeLuca
STREET: 1715 Main St CITY, STATE, ZIP: Daphne, AL 36526
CONTACT PHONE: 251.421.0279 EMAIL: garrett.deluca@gmail.com
"ON SITE" CONTACT PERSON DAY OF EVENT: same
CELL PHONE: 251.421.0279 EMAIL: same

EVENT INFORMATION

EVENT NAME: O'Mancis 6th Annual St. Patrick's Day
TYPE OF/PURPOSE OF EVENT: Party
EVENT DATE: 03/14/2026 TIME (START- END): 4-10pm
ASSEMBLY TIME: 3:30pm # PARTICIPANTS/VEHICLES: 600
EVENT LOCATION: Vacant lot behind Manci's
FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): We will have tent(s), port-o-lets, and barricades
Looking to close from Belrose & Main St to the west side of parking lot March 14, 2026 from 3:30-1
Police will be present to block area off.

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: _____

65

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: _____ 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: January 15, 2026

INTERNAL USE ONLY

DATE REC'D: <u>1-15-2026</u>	CITY CLERK: _____
FIRE DEPT: <u>Fire Tower</u>	APPROVED ROUTE: _____
POLICE DEPT: <u>46</u>	ROUTE MAP ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No
PUBLIC WORKS: <u>Bobby Curran</u>	EVENT FEE: <input type="checkbox"/> Paid \$ _____ CHK# _____
SPORTS & RECREATION: <u>Mike</u>	<input type="checkbox"/> Waived: _____
MARKETING & EVENTS: <u>Ang Bayb 1/16/2026</u>	PROOF OF INSURANCE REC'D: <input type="checkbox"/> Yes <input type="checkbox"/> 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: City of Daphne - Public Works Department
APPLICANT NAME: Lindsey Speckmear
STREET: 26435 Public Works Rd CITY, STATE, ZIP: Daphne, AL 36526
CONTACT PHONE: 251-620-2221 EMAIL: lspeckmear@daphneal.com
"ON SITE" CONTACT PERSON DAY OF EVENT: Lindsey Speckmear
CELL PHONE: 207-270-0910 EMAIL: Same

EVENT INFORMATION

EVENT NAME: Public Works Day & Equipment Show
TYPE OF/PURPOSE OF EVENT: Event for local elementary schools - Kids, food, trucks and horns
EVENT DATE: May 6th, 2026 TIME (START- END): 10am - 1pm
ASSEMBLY TIME: 7:30am # PARTICIPANTS/VEHICLES: ~800
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): Public Works, Riviera Utilities, Daphne Utilities, Fire Department, Police Department join together to bring food, treats, and horn honking to kids. Tents and electrical staging will be used.

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: _____

8 barricades and 4 cones. Barricade off south entrance to Lott Park - bus drop off only. Barricade off part of parking lot for equip. truck set-up.

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: LS

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: Kara Wilbourn CONTACT PHONE: 251-620-1052

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: Lindsey Speckmiar Digitally signed by Lindsey Speckmiar
Date: 2024.11.05 14:09:14 -06'00' DATE: 1/15/26

INTERNAL USE ONLY

DATE REC'D: 1-15-2026 CITY CLERK: _____
FIRE DEPT: L & L APPROVED ROUTE: _____
POLICE DEPT: _____ ROUTE MAP ATTACHED: Yes No
PUBLIC WORKS: _____
SPORTS & RECREATION: _____ EVENT FEE: Paid \$ _____ CHK# _____
MARKETING & EVENTS: _____ 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: IGY6 Gulf Coast
APPLICANT NAME: William K. Menefee
STREET: 102 Pippin Circle CITY, STATE, ZIP: Daphne, AL. 36526
CONTACT PHONE: (251) 583-4450 EMAIL: wkmenefee@gmail.com
"ON SITE" CONTACT PERSON DAY OF EVENT: Same as above.
CELL PHONE: _____ EMAIL: _____

EVENT INFORMATION

EVENT NAME: Miles for Heroes
TYPE OF/PURPOSE OF EVENT: MENTAL HEALTH AND SUICIDE AWARENESS ^(FIRST RESPONDER/VETS)
EVENT DATE: September 26, 2026 TIME (START- END): 0800 - 0930
ASSEMBLY TIME: 0730 # PARTICIPANTS/VEHICLES: 200
EVENT LOCATION: Downtown/City Hall
FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): WE WILL PROVIDE OUR OWN PORT-O-LETS, DAPHNE PD will have a tent/water station.

SPECIAL REQUESTS

ROAD CLOSURE(S) REQUESTS: Yes* No *If Yes, please indicate which City Route is requested: 5K

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

Along the City approved 5k route. and 1 mile fun run

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

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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: LAUREN STOKES CONTACT PHONE: (678) 523-2768

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.

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

APPLICANT SIGNATURE: _____



DATE: 1-22-2026

INTERNAL USE ONLY

DATE REC'D: <u>1-22-2026</u>	CITY CLERK: _____
FIRE DEPT: <u>Lib Town</u>	APPROVED ROUTE: _____
POLICE DEPT: _____	ROUTE MAP ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No
PUBLIC WORKS: <u>Bobby Curran</u>	
SPORTS & RECREATION: <u>MW</u>	EVENT FEE: <input type="checkbox"/> Paid \$ _____ CHK# _____
MARKETING & EVENTS: _____	<input type="checkbox"/> Waived: _____
** REVENUE: _____	PROOF OF INSURANCE REC'D: <input type="checkbox"/> Yes <input type="checkbox"/> 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: Bayside Academy, Inc.
APPLICANT NAME: Taylor Houser
STREET: 303 Dwyer Avenue CITY, STATE, ZIP: Daphne, AL 36526
CONTACT PHONE: (251) 338-6438 EMAIL: thouser@baysideacademy.org
"ON SITE" CONTACT PERSON DAY OF EVENT: Taylor Houser
CELL PHONE: (504) 460-8213 EMAIL: thouser@baysideacademy.org

EVENT INFORMATION

EVENT NAME: The Bay Affair
TYPE OF/PURPOSE OF EVENT: Fundraiser
EVENT DATE: 03/28/26 TIME (START- END): 5 pm - 10 pm
ASSEMBLY TIME: _____ # PARTICIPANTS/VEHICLES: 300 / 150
EVENT LOCATION: Bayside Academy Bluff
FULL DESCRIPTION OF EVENT (PLEASE LIST ANY TENTS, STAGING, PORT-O-LETS, OR SIMILAR ITEMS THAT WILL BE USED ON-SITE): Event rentals from 3rd party, including a large tent (on Bayside property), chairs, tables, and a small stage.

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)

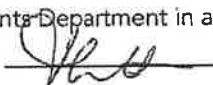
OTHER SPECIAL ITEMS FOR RENT:

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: _____

MARKETING & COMMUNICATIONS

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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.

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

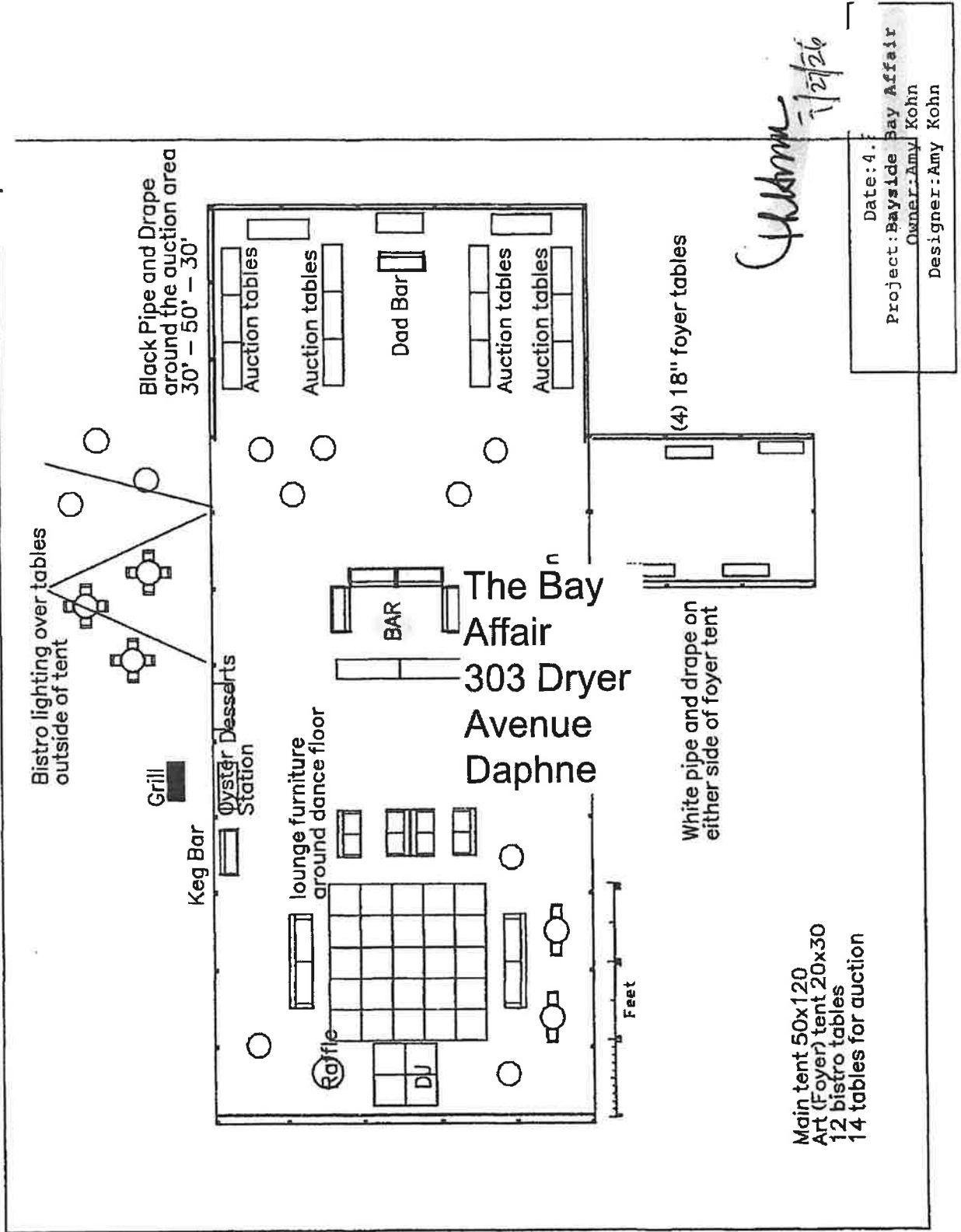
APPLICANT SIGNATURE:  DATE: 1/14/26

INTERNAL USE ONLY

DATE REC'D: <u>1-20-2026</u>	CITY CLERK: _____
FIRE DEPT: <u>Lt. Teron</u>	APPROVED ROUTE: _____
POLICE DEPT: _____	ROUTE MAP ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No
PUBLIC WORKS: <u>Bobby Curran</u>	EVENT FEE: <input type="checkbox"/> Paid \$ _____ CHK# _____
SPORTS & RECREATION: <u>Ames</u>	<input type="checkbox"/> Waived: _____
MARKETING & EVENTS: <u>Angie Bayon</u>	PROOF OF INSURANCE REC'D: <input type="checkbox"/> Yes <input type="checkbox"/> No
** REVENUE: _____	

Bluff
 Bay Affair
 303 Dryer Avenue
 Daphne

Belrose Ave.



Daphne Ave.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20251120141335420



Type License: **160 - SPECIAL RETAIL - MORE THAN 30 DAYS** State: County:
 Type License: **990 - TOBACCO ONLY** State: County:
 Trade Name: **TIMBERCREEK GOLF CLUB** Filing Fee:
 Applicant: **TIMBERCREEK HOLDING COMPANY LLC** Transfer Fee: \$100.00
 Location Address: **9650 TIMBERCREEK BLVD DAPHNE, AL 36527**
 Mailing Address: **9650 TIMBERCREEK BLVD DAPHNE, AL 36527**
 County: **BALDWIN** Tobacco sales: **YES** Tobacco Vending Machines:
 Product Type: **01** Type Ownership: **LLC**
 Book, Page, or Document info: **001-188-950**
 Do you sell Draft Beer?:
 Date Incorporated: **10/16/2025** State incorporated: **AL** County Incorporated: **BALDWIN**
 Date of Authority: **10/16/2025**
 Federal Tax ID: **39-3411027** Alabama State Sales Tax ID: **R012703537**

Name:	Title:	Date and Place of Birth:	Residence Address:
ROBERT J BRADLEY 8712408 - AL	GM	07/14/1961 NEW JERSEY	935 TIMBERCREEK BLVD DAPHNE, AL 36527
TERRY LAKE GARNER 802252670 - MS	MEMBER	10/19/1968 MISSISSIPPI	147 WATERFORD DR HATTIESBURG, MS 39402

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? **YES**
 Does ABC have any actions pending against the current licensee? **NO**
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? **NO**
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? **NO**
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? **YES**
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: **RUSS BLOOM**
 Business Phone: **228-547-0326**
 Fax:

Home Phone: **228-547-0326**
 Cell Phone:
 E-mail: **RBLOOM@BLOOMGOLF.COM**

PREVIOUS LICENSE INFORMATION:
 Trade Name: **TIMBERCREEK GOLF CLUB**
 Applicant: **BRADLEY INVESTMENTS INC**

Previous License Number(s)
 License 1: **001895302**
 License 2: **001895302**



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20251120141335420

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: **TIMBERCREEK HOLDING COMPANY LLC 228-547-0326**

What is lessors primary business? **TIMBERCREEK GOLF CLUB**

Is lessor involved in any way with the alcoholic beverage business? **YES**

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **6000** Display Square Footage:

Building seating capacity: **160** Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **0** Nearest: **0**

Nearest school: Nearest church: Nearest residence: **0 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20251120141335420



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: YES

Explanation:

GOLF COURSE

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: PROPERTY OWNER SIGNS ON BEHALF OF THE APPLICANT

Is ther any further interest in, or connection with, the licensee's business by the lessor?: PROPERTY OWNER SIGNS ON BEHALF OF THE APPLICANT



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20251120141335420



Initial each

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Russell Bloom*

Signature of Applicant:

Notary Name (print): *Dorothy Watson Cordell*

Notary Signature:

Commission expires: *10/23/28*

Application Taken: App. Inv. Completed:
 Submitted to Local Government:
 Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
 Received from Local Government:
 Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 Confirmation Number: 20251120141335420



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
 BRADLEY INVESTMENTS INC
 Address: 9650 TIMBERCREEK BLVD
 DAPHNE, AL 36527
 Telephone: 251-621-9900

NEW APPLICANT:
 TIMBERCREEK HOLDING COMPANY LLC
 Address: 9650 TIMBERCREEK BLVD
 DAPHNE, AL 36527
 Telephone: 228-547-0326

Current License No: 001895302
 001895302

LICENSED PREMISES ADDRESS: 9650 TIMBERCREEK BLVD DAPHNE, AL 36527

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 20 day of November, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Russell Bloom

Russell Bloom

Print Name:
 Title:

Print Name:
 Title:

WITNESS: (By ABC Enforcement)
 Revised 9/08

Doug Watson Cordell

*My commission expires
 10/23/28*

Receipt Confirmation Page

Receipt Confirmation Number: **20251120141335420**
Application Payment Confirmation Number: **114189526**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 160 and License 990	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: **TRANSFER**

Applicant Information

License Type 1: **160 - SPECIAL RETAIL - MORE THAN 30 DAYS**
License Type 2: **990 - TOBACCO ONLY**
License County: **BALDWIN**
Business Type: **LLC**
Trade Name: **TIMBERCREEK GOLF CLUB**
Applicant Name: **TIMBERCREEK HOLDING COMPANY LLC**
Location Address: **9650 TIMBERCREEK BLVD**
DAPHNE, AL 36527

Mailing Address: **9650 TIMBERCREEK BLVD**
DAPHNE, AL 36527

Contact Person: **RUSS BLOOM**
Contact Home Phone: **228-547-0326**
Contact Business Phone: **228-547-0326**
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

CASE NO 2026-2

ABC LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV _____ 1/15/26 CAC

DATE FORWARDED TO POLICE DEPT _____ 1/15/26 CAC

DATE RECEIVED BY POLICE DEPT _____ 1/15/2026 KRF

DATE 1/20/2026 APPROVED DISAPPROVED _____

POLICE DEPT SIGNATURE [Signature]

DATE RETURNED TO REVENUE DIV _____ 1/20/2026 KRF

DATE FORWARDED TO CITY CLERK _____ 1/20/26 CAC

DATE RECEIVED BY CITY CLERK _____ 1/20/26 JL

SCHEDULED DATE ON AGENDA _____

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED

COMMENTS: _____

Rescheduled for Council Agenda Date: _____

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED

COMMENTS: _____

DATE RETURNED TO REVENUE DIV.: _____

DATE RETURNED TO TAXPAYER _____
OR TO ABC FIELD OFFICE _____ (per taxpayer request)



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260123145228265



Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

State: \$300.00
 \$1,000.00

County: \$440.00
 \$0.00

Trade Name: CLOUD 9 VAPES

Filing Fee: \$100.00

Applicant: CLOUD 9 VAPES LLC

Transfer Fee:

Location Address: 27080 US HWY 98; STE 2 DAPHNE, AL 36526

Mailing Address: 5030 CYPRESS POINTE RD THEODORE, AL 36528

County: BALDWIN

Tobacco sales: YES

Tobacco Vending Machines:

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: 314 298

Do you sell Draft Beer?:

Date Incorporated: 07/24/2014 **State incorporated:** AL

County Incorporated: MOBILE

Date of Authority: 07/24/2014

Federal Tax ID: 47-1334759

Alabama State Sales Tax ID: r008999491

Name:	Title:	Date and Place of Birth:	Residence Address:
GARY PAUL HARRIS 9377184 - AL	MEMBER	04/13/1990 KENTUCKY	5010 CYPRESS POINTE RD THEODORE, AL 36582
CORDELL JONATHAN HARRIS 7562771 - AL	MEMBER	05/02/1988 KENTUCKY	5030 CYPRESS POINTE RD THEODORE, AL 36582

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260123145228265



Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act **NO**

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act **NO**

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: CORDELL HARRIS
Business Phone: 251-625-9271
Fax:

Home Phone: 251-625-9271
Cell Phone:
E-mail: CLOUD9VAPESLLC@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260123145228265



If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: THE MITCHELL COMPANY LLC 251-380-2929

What is lessors primary business? REALTY

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2000

Display Square Footage: 1412

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260123145228265



Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
N/A - OCCURRED MORE THAN 10 YEARS AGO	N/A OCCURRED MORE THAN 10 YEARS AGO	N/A OCCURRED MORE THAN 10 YEARS AGO	N/A OCCURRED MORE THAN 10 YEARS AGO



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260123145228265



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

- Does the club charge and collect dues from elected members?
- Number of paid up members:
- Are meetings regularly held?
- How often?
- Is business conducted through officers regularly elected?
- Are members admitted by written application, investigation, and ballot?
- Has Agent verified membership applications for each member listed?
- Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
- For what purpose is the club organized?
- Does the property used, as well as the advantages, belong to all the members?
- Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

- Is it for 30 days or less?
- More than 30 days?
- Franchisee or Concessionaire of above?
- Other valid responsible organization:
- Explanation:

Special Events / Special Retail (7 days or less)

- Starting Date: Ending Date:
- Special terms and conditions for special event/special retail:

Other Explanations



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

CONSUMABLE HEMP PRODUCTS APPLICATION



Confirmation Number: 20260123145228265

Initial each

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Gary Harris
 Signature of Applicant:

Notary Name (print): Courtney Brown
 Notary Signature:
 Commission expires: 9/8/2029



Application Taken: _____ App. Inv. Completed: _____
 Submitted to Local Government: _____
 Received in District Office: _____ Reviewed by Supervisor: _____

Forwarded to District Office: _____
 Received from Local Government: _____
 Forwarded to Central Office: _____

CASE NO 2026-3

ABUSE LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV _____ 1/26/26 _____ CAC
 DATE FORWARDED TO POLICE DEPT _____ 1/26/26 _____ CAC
 DATE RECEIVED BY POLICE DEPT _____ 1/26/2026 _____ KCF

DATE 1/27/26 APPROVED DISAPPROVED _____

POLICE DEPT SIGNATURE [Signature] 1142 _____

DATE RETURNED TO REVENUE DIV _____ 1/27/2026 _____ KCF
 DATE FORWARDED TO CITY CLERK _____ 1/27/26 _____ CAC
 DATE RECEIVED BY CITY CLERK _____ 1/27/26 _____ JL
 SCHEDULED DATE ON AGENDA _____

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED

COMMENTS: _____

Rescheduled for Council Agenda Date: _____

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED

COMMENTS: _____

DATE RETURNED TO REVENUE DIV.: _____

DATE RETURNED TO TAXPAYER _____
OR TO ABC FIELD OFFICE _____ (per taxpayer request)



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121152819928



Type License: 040 - RETAIL BEER (ON OR OFF PREMISES)
 080 - RETAIL TABLE WINE (ON OR OFF PREMISES)

State:

County:

Trade Name: SOUTHERN NAPA

Filing Fee:

Applicant: SOUTHERN NAPA LLC

Transfer Fee: \$100.00

Location Address: 1539 US HIGHWAY 98; STE 202 DAPHNE, AL 36526

Mailing Address: 1539 US HIGHWAY 98; STE 202 DAPHNE, AL 36526

County: BALDWIN **Tobacco sales:** NO

Tobacco Vending Machines:

Type Ownership: LLC

Product Type:

Book, Page, or Document info: 027-904

Do you sell Draft Beer?:

Date Incorporated: 09/30/2011 **State incorporated:** AL

County Incorporated: BALDWIN

Date of Authority: 09/30/2011

Federal Tax ID: 45-3632325

Alabama State Sales Tax ID: R0007917983

Name:	Title:	Date and Place of Birth:	Residence Address:
CARRIE RAE COX 6846706 - AL	OWNER	04/30/1971 GERMANY	9172 CHASEWOOD PLACE SPANISH FORT, AL 36527
JAMES ALLEN COX 6969729 - AL	OWNER	01/07/1971 ILLINOIS	9172 CHASEWOOD PLACE SPANISH FORT, AL 36527

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121162819928**



Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act **NO**

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act **NO**

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

**Contact Person: JIM COX
Business Phone: 251-375-2800
Fax:**

**Home Phone: 251-802-2664
Cell Phone:
E-mail: JIM@SOUTHERNNAPA.COM**

**PREVIOUS LICENSE INFORMATION:
Trade Name: SOUTHERN NAPA
Applicant: SOUTHERN NAPA LLC**

Previous Vendor Number: 100249



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121152819928**



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **SHORE OAKS LLC 251-320-3783**

What is lessors primary business? **DEVELOPMENT**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **500**

Display Square Footage:

Building seating capacity: **16**

Does Licensed premises include a patio area? **NO**

License Structure: **SINGLE STRUCTURE**

License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: **CITY/TOWN LIMITS**

Police protection: **CITY**



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121152819928

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260121152819928**



Initial each

SAC
 QAC

In reference to law violations, I attest to the truthfulness of the responses given within the application

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application

SAC

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application

QAC

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application

QAC

In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application

QAC

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement

QAC

In accordance with Alabama Rules & Regulations 20-X-5-01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

QAC

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

QAC

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required

Applicant Name (print):

James Cox
James Cox

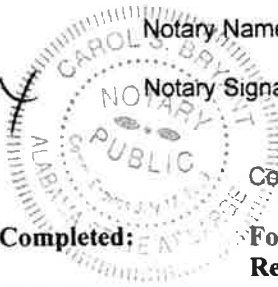
Notary Name (print):

Carol S. Bryant

Signature of Applicant:

Notary Signature:

Carol S. Bryant



Commission expires: *July 17, 2029*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

CASE NO. 20264

ABC LICENSE ROUTING

DATE RECEIVED BY REVENUE DIV _____ 1/26/26 CAC
 DATE FORWARDED TO POLICE DEPT _____ 1/26/26 CAC
 DATE RECEIVED BY POLICE DEPT _____ 1/26/2026 KRF

DATE: 1/27/26 APPROVED DISAPPROVED _____

POLICE DEPT SIGNATURE [Signature] 1142

DATE RETURNED TO REVENUE DIV _____ 1/27/2026 KRF
 DATE FORWARDED TO CITY CLERK _____ 1/27/26 CAC
 DATE RECEIVED BY CITY CLERK _____ 1/27/26 JL
 SCHEDULED DATE ON AGENDA _____

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED

COMMENTS: _____

Rescheduled for Council Agenda Date: _____

Council Action: _____ APPROVED _____ DISAPPROVED _____ TABLED


COMMENTS: _____

DATE RETURNED TO REVENUE DIV.: _____

DATE RETURNED TO TAXPAYER _____
OR TO ABC FIELD OFFICE _____ (per taxpayer request)



**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: January 26, 2026
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: Louisa Marco Toler Revocable Trust Dated: July 24, 2024 Pre-Zoning Amendment

PRESENT ZONING: RA, Rural Agricultural, Baldwin County District 15

PROPOSED PRE-ZONING: R-6 (G), Garden or Patio Home, and B-2(a), General Business Alternate

LOCATION: At the northwest intersection of County Road 64 and County Road 54 West

RECOMMENDATION: At the January 22, 2026 regular meeting of the City of Daphne Planning Commission, seven members were present, and the motion carried for a favorable recommendation for the above captioned pre-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. Adjacent Property Owners List

LOUISA MARCO TOLER REVOCABLE TRUST
07/24/24 PREZONING PETITION



LOUISA MARCO TOLER REVOCABLE TRUST 07/24/24
Prezoning Amendment

PROPOSAL:

The applicant proposes to pre-zone 144 acres of agricultural fields to B-2(A), General Business Alternate, and R-6(G), Garden or Patio Home. The site is located at the northwest intersection of County Road 54 West and County Road 64 and it extends to Rigsby Road to the west and to Saint Augustine subdivision to the north.

Coastal Church is located to the east across County Road 54 West as well as Savannah Estates, a single family residential subdivision. Across County Road 64 to the south are several uses including a convenience store/gas station, multi-tenant commercial business, mini-warehouses, and a mechanic shop. Land on the west side of the property, across Rigsby Road, is largely rural residential.

Zoning Classification:

Rural Agricultural district (RA)

Existing Utility Service

Providers: Riviera Utilities, AT&T, Belforest Water, Baldwin County Sewer

Affected City Service Providers:

Fire Station 5, Police Beat 4, Public Works

Surrounding Zonings/Uses:

- North-County RSF-3
- South-County B-3 and B-4
- East-County RA and RSF-3
- West-County RA

Proposed Zoning:

B-2(a) and R-6(G)(General Business Alternate and Garden or Patio Home

Development Concept:

Commercial/Single Family

Comprehensive Plan Place

type: Traditional Neighborhood Development and Mixed Use Corridor

Staff Recommendation to PC:

Favorable

Council District: 4

Existing Conditions:

144 acres

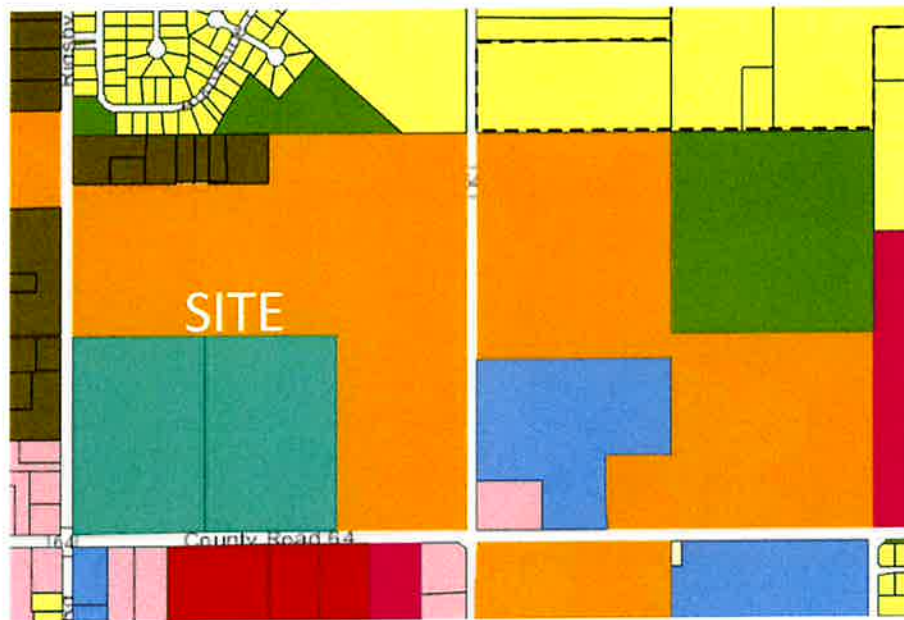
Planning Commission

Recommendation: Favorable

RECOMMENDATION:

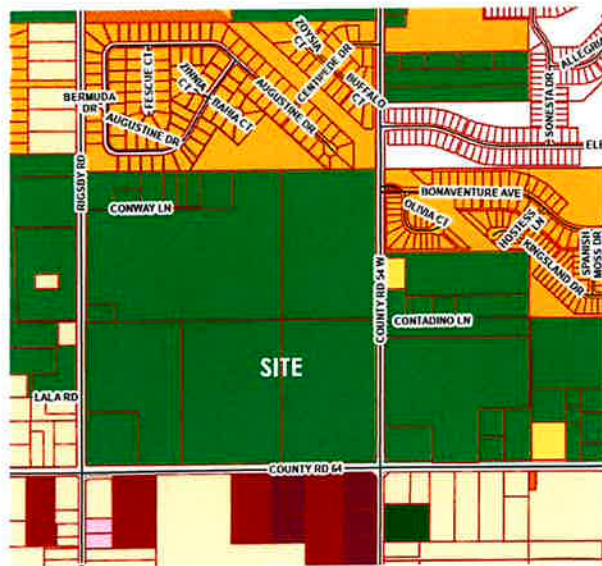
The Envision Daphne 2042 Comprehensive Plan designates these parcels as Traditional Neighborhood Development and Mixed Use Corridor. B-2(a), General Business Alternate and R-6(G), Patio or Garden Home both allow uses that would be consistent with the mix of uses promoted by these placetype. Therefore staff recommends that the Planning Commission set forth a favorable recommendation to prezone the site as requested.

Excerpt from Overall Placetype Map



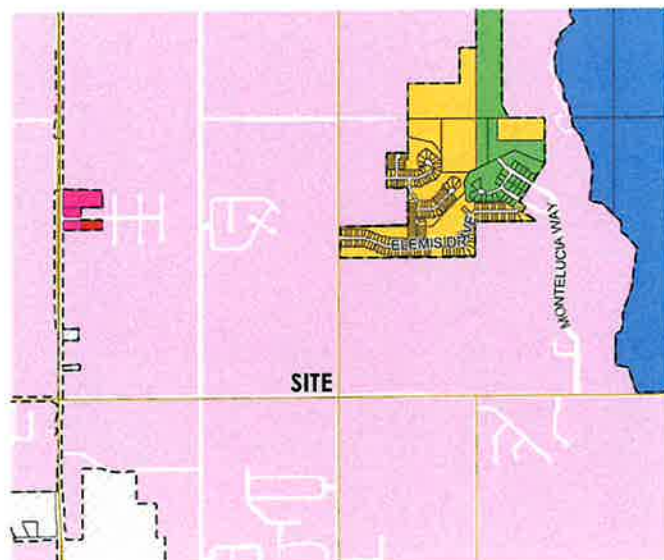
- MIXED-USE**
 - Mixed-Use Corridor
 - Traditional Neighborhood Development
 - Olde Towne Core
- EMPLOYMENT CENTERS**
 - Employment - Business Park
 - Employment - Industrial/Service Commercial
- SPECIAL AREAS**
 - Civic and Institutional
 - Parks and Recreation
 - Natural Areas and Open Space

Excerpt from County's Map on ISV



- 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)
 - High Density Residential District (HDR)
 - Residential Manufactured Housing Park District (RMH)
 - Base Community Zoning District (BCZ)
 - Marine Recreation District (MR)
 - Outdoor Recreation District (OR)
 - Tourist Resort District (TR)
 - Recreational Vehicle Park District (RV-1)
 - Recreational Vehicle Park District (RV-2)
 - Professional Business District (B-1)
 - Neighborhood Business District (B-2)
 - General Business District (B-3)
 - Major Commercial District (B-4)
 - Limited Business District (LB)
 - Light Industrial District (M-1)
 - General Industrial District (M-2)

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-8(D) DUPLEX - TWO FAMILY
	R-8(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(b) GENERAL BUSINESS ALTERNATE
	B-3 PROFESSIONAL BUSINESS
	C/1 COMMERCIAL/INDUSTRIAL
	MU MIXED USE
	PUD PLANNED UNIT DEVELOPMENT
	C-2 OUTDOOR AMUSEMENT
	GC GOLF COURSE

Excerpt from Envision Daphne 2042 Plan

MIXED-USE CORRIDOR

Mixed-Use corridors consist of complete streets accommodating all travel modes and serve as major transportation routes that link distinct areas of the city. Ideally these corridors will include a mix of commercial and residential activity and may include maker spaces. They may also provide opportunities for the development of larger scale retail uses such as grocery stores and retailers. Mixed-Use corridors should be designed to provide convenient vehicle access while at the same time allowing for safe and appealing use by pedestrians, cyclists and other modes of transportation.

Mixed-use corridors contain multi-story structures and a compact development pattern. Buildings are located near the sidewalk to create a street wall and enhance the pedestrian environment. Mixed-Use corridors may range from two to six travel lanes, have bike lanes and on-street parking. Wide sidewalks with ample pedestrian amenities are also common. Streetscape furnishings and public art are common, sometimes with a direct theme linked to a nearby center or neighborhood.

Planned Characteristics

<i>Primary Land Uses</i>	Commercial/office Mixed-use
<i>Secondary Uses</i>	Institutional Single-family attached residential
<i>Intensity Range</i>	Intensely developed, residential densities of 8 to 12, floor area ratios of up to 2
<i>Development Policies</i>	Tree canopy mitigation Stormwater management with low impact design (bio-retention, permeable surfaces, infiltration areas) Site plan and design review

TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Traditional neighborhoods meet the holistic needs of their residents as well as surrounding areas. While higher density residential use is typically dominant, they often feature a core of commercial and civic activity such as a library, small scale store, coffee shop, bank or other neighborhood-oriented businesses. They may feature parks, schools, or other public features. They should be easy to navigate on foot with important features within a 20-minute walk for the average resident.

The context of a traditional neighborhood includes small blocks on a grid formation with a prominent center public space and an edge that transitions into different, less intensive uses. Traditional neighborhoods are pedestrian friendly and accessible for all modes of transportation. Buildings are built close to the street at a human scale, with abundant transparency on the ground floor of buildings. Buildings have minimal setbacks from the street, but allow for wide tree-lined sidewalks, as well as space for sidewalk uses like cafés and sales tables. Traditional neighborhoods provide parking that is on the street or within parking lots that are behind or underneath new buildings. Some buildings contain multiple uses. A wide variety of housing types are provided, both in size and affordability, with higher density housing types closer to the center of the neighborhood.

Active public open space is located at or near the center. This space will be suitable to passive recreation as well as organized events, such as festivals, farmers markets and performances.

Planned Characteristics

<i>Primary Land Uses</i>	Mixed Use All forms of residential
<i>Secondary Uses</i>	Assembly Institutional
<i>Intensity Range</i>	Intensely developed, residential densities of 8 to 30, floor area ratios of up to 4
<i>Development Policies</i>	Tree canopy mitigation Stormwater management with low impact design (bio-retention, permeable surfaces, infiltration areas) Site plan and design review

APPLICATION
&
SUPPLEMENTAL INFORMATION



APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816	Date Submitted <u>December 18, 2025</u>
Application Number: ZA- or PZA- <u>24-01</u>	Planning Commission Public Hearing Date: <u>January 22, 2026</u>

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

SITE DATA	
NW Intersection of County Rd 64 and County 54 W	PPIN#(s): 27232, 67742, 28710, 396886, 42960, 84162,400580
Gross Site Area (acreage): 144 total: B-2A 105 ac - R6-G 39 ac	Requested Zoning or Pre-Zoning: B-2A and R-6G
Current Zoning Designation(s): Baldwin Co - Rural Agricultural	Amended Request: Initials: Date:
Current Land Use: Vacant	Anticipated Land Use: Commercial & Res Dvlpment
Provide Legal Description (if necessary attach separate page entitled "Legal Description for [Name of Applicant]": 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	
<i>*If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent and provide a copy of Articles of Incorporation.</i>	Hollace Marco Brayer, personal representative
Name of Current Owner: Louisa Marco Toler Revocable Trust Dated: July 24, 2024	251-990-9950 Dewberry-DaphnePla
Mailing Address: 26374 Rigsby Rd, Daphne, AL 36526	Phone/Fax: Dewberry-DaphnePla E-mail: nning@Dewberry.com
Name of Authorized Agent: Dewberry Engineers Inc.	251-990-9950
Mailing Address: 25353 Friendship Road, Daphne, AL 36526	Phone/Fax: Dewberry-DaphnePlanning E-mail: @Dewberry.com
Name of Developer*: N/A	Phone/Fax: E-mail:
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: <i>Catherine S. Barnette</i>	Date 12/10/25
Agent's Signature: <i>Catherine S. Barnette</i>	Date 12/10/25

OVERALL BOUNDARY PARCEL A

BEGIN AT THE SOUTHEAST CORNER OF SAINT AUGUSTINE PHASE 5, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2894-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 54 W; THENCE RUN SOUTH, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2,580 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 64; THENCE RUN WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 2,580 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY OF RIGSBY ROAD; THENCE RUN NORTH, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2,260 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARKER SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2540-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG THE SOUTH LINE OF SAID PARKER SUBDIVISION AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO L.B. WOODRUFF, III AND JAIMIE WOODRUFF, RECORDED AT INSTRUMENT 2023051, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH, ALONG THE EAST LINE OF SAID L.B. WOODRUFF, III AND JAIMIE WOODRUFF LANDS, A DISTANCE OF 330 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAINT AUGUSTINE PHASE 1A, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDES 2451-A, B AND C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG SAID SOUTH LINE AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

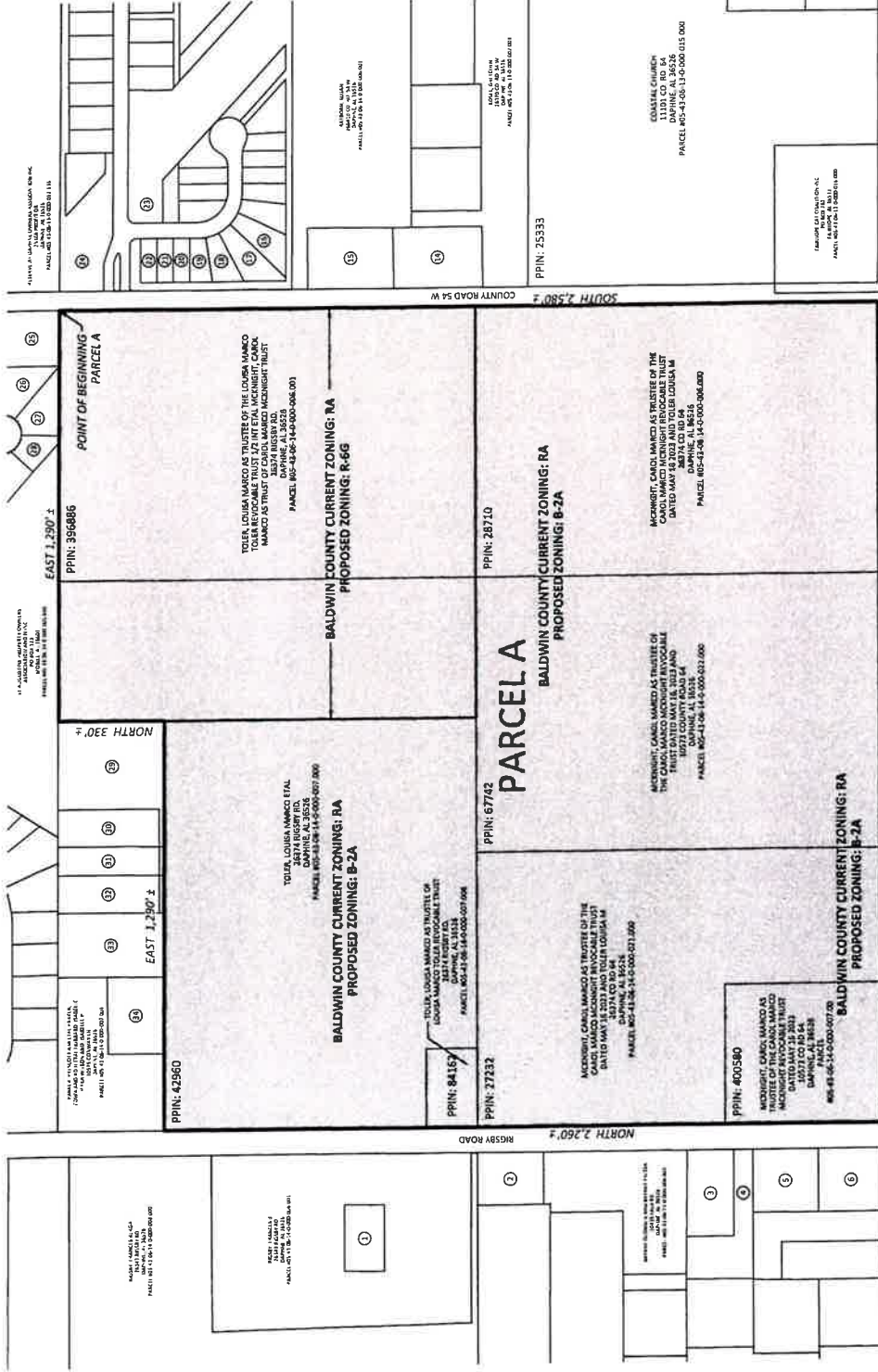
TRACT CONTAINING 144 ACRES, MORE OR LESS, AND LIES IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

PROPOSED REZONING OVERALL DESCRIPTION

PARCEL A

BEGIN AT THE SOUTHEAST CORNER OF SAINT AUGUSTINE PHASE 5, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN ALABAMA, SAID POINT BEING ALSO ON THE WEST SLIDE 2894-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, SAID POINT BEING ALSO ON THE WEST RIGHT-OF-WAY OF COUNTY ROAD 54-W; THENCE RUN SOUTH, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2,380 FEET; MORE OR LESS, TO A POINT ON THE WEST RIGHT-OF-WAY OF SAID WEST RIGHT-OF-WAY, A DISTANCE OF 2,580 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY OF HIGSBY ROAD; A POINT ON THE EAST RIGHT-OF-WAY OF HIGSBY ROAD; THENCE RUN NORTH, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 2,260 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PARKER SUBDIVISION, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2540-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG THE SOUTH LINE OF SAID PARKER SUBDIVISION AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 TO THE SOUTHEAST CORNER OF LANDS HERETOFORE CONVEYED TO L.B. WOODRUFF, III AND JAMIE WOODRUFF, RECORDED AT INSTRUMENT 2020351, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH, ALONG THE EAST LINE OF SAID LANDS HERETOFORE CONVEYED TO L.B. WOODRUFF, III AND JAMIE WOODRUFF, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAINT AUGUSTINE PHASE 5A, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDES 2451-A, B AND C, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN EAST, ALONG SAID SOUTH LINE AND A CONTINUATION THEREOF, A DISTANCE OF 1,290 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT CONTAINING 344 ACRES, MORE OR LESS, AND LIES IN SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



**PROPOSED PRE-ZONING
LOUISA MARCO TOLER
REVOCABLE TRUST**



Dewberry
 1000 UNIVERSITY BLVD, SUITE 1000
 DAPHNE, ALABAMA 36526
 TEL: 256-833-3333
 FAX: 256-833-3333
 www.dewberry.com

DATE: 12/17/2023
 SCALE: 1" = 350'
 SHEET NO. 05
 BALDWIN COUNTY, ALABAMA
 PROJECT: 2023-000005

- PARCELS PREVIOUSLY ZONED:**
1. PARCEL 15: 15-0000000-001, 15-0000000-002, 15-0000000-003, 15-0000000-004, 15-0000000-005, 15-0000000-006, 15-0000000-007, 15-0000000-008, 15-0000000-009, 15-0000000-010, 15-0000000-011, 15-0000000-012, 15-0000000-013, 15-0000000-014, 15-0000000-015, 15-0000000-016, 15-0000000-017, 15-0000000-018, 15-0000000-019, 15-0000000-020, 15-0000000-021, 15-0000000-022, 15-0000000-023, 15-0000000-024, 15-0000000-025, 15-0000000-026, 15-0000000-027, 15-0000000-028, 15-0000000-029, 15-0000000-030, 15-0000000-031, 15-0000000-032, 15-0000000-033, 15-0000000-034, 15-0000000-035, 15-0000000-036, 15-0000000-037, 15-0000000-038, 15-0000000-039, 15-0000000-040, 15-0000000-041, 15-0000000-042, 15-0000000-043, 15-0000000-044, 15-0000000-045, 15-0000000-046, 15-0000000-047, 15-0000000-048, 15-0000000-049, 15-0000000-050, 15-0000000-051, 15-0000000-052, 15-0000000-053, 15-0000000-054, 15-0000000-055, 15-0000000-056, 15-0000000-057, 15-0000000-058, 15-0000000-059, 15-0000000-060, 15-0000000-061, 15-0000000-062, 15-0000000-063, 15-0000000-064, 15-0000000-065, 15-0000000-066, 15-0000000-067, 15-0000000-068, 15-0000000-069, 15-0000000-070, 15-0000000-071, 15-0000000-072, 15-0000000-073, 15-0000000-074, 15-0000000-075, 15-0000000-076, 15-0000000-077, 15-0000000-078, 15-0000000-079, 15-0000000-080, 15-0000000-081, 15-0000000-082, 15-0000000-083, 15-0000000-084, 15-0000000-085, 15-0000000-086, 15-0000000-087, 15-0000000-088, 15-0000000-089, 15-0000000-090, 15-0000000-091, 15-0000000-092, 15-0000000-093, 15-0000000-094, 15-0000000-095, 15-0000000-096, 15-0000000-097, 15-0000000-098, 15-0000000-099, 15-0000000-100.

Toler McKnight Prezoning Adjacent Property Owners

Owner Name	Address	City	State	Zip
RIGSBY, FRANCES BERGA	26343 RIGSBY RD	DAPHNE	AL	36526
WOODRUFF L B III AND WOODRUFF JAIMIE	10700 CONWAY LN	DAPHNE	AL	36526
PARKER, PRESCOTT A III ETUX RHAPSODY L	10575 CONWAY LN	DAPHNE	AL	36526
TRIPLE E HOLDINGS L L C	10758 CO RD 64	DAPHNE	AL	36526
BRYANT GEORGE K AND BRYANT TRESSA	10435 LALA RD	DAPHNE	AL	36526
ZIEGLER CORPORATION	PO BOX 277	MAGNOLIA SPGS	AL	36555
WILLIAMS, MATTHEW C ETUX SHAYNA R	26093 RIGSBY RD	DAPHNE	AL	36526
MILLER, VERNON L ETUX KATRINA S	26257 RIGSBY RD	DAPHNE	AL	36526
COUNTY ROAD 64 L L C	14267 RIVERSIDE DR	FOLEY	AL	36535
VERMEULEN DOUGLAS J AND VERMEULEN SUSAN J	10654 CONWAY LN	DAPHNE	AL	36526
PLEMONS, ROGER BRANON	26187 RIGSBY RD	DAPHNE	AL	36526
TOLER, LOUISA MARCO AS TRUSTEE OF LOUISA MARCO TOLER REVOCABLE TRUST	26374 RIGSBY RD	DAPHNE	AL	36526
JPF RENTALS L L C	22519 STATE HIGHWAY 59 S	ROBERTSDALE	AL	36567
COASTAL CHURCH	11101 CO RD 64	DAPHNE	AL	36526
KOSEK, GRETCHEN COKER	26370 COUNTY ROAD 54 W	DAPHNE	AL	36526
UNDERWOOD, ANN MARIE	10471 CO RD 64	DAPHNE	AL	36526
RAYBORN, SUSAN ELAINE & BRYAN KEITH	26410 CO RD 54 W	DAPHNE	AL	36526
ST AUGUSTINE PROPERTY OWNERS ASSOCIATION INC	25366 PROFIT DR	DAPHNE	AL	36526
WALTER, ELIZABETH J	PO BOX 601	DAPHNE	AL	36526
RED TIDE PROPERTIES L L C	10302 ROSEWOOD LN	DAPHNE	AL	36526
LEE, JAMES W ETUX DEANN A	10595 CONWAY LN	DAPHNE	AL	36526
HAYES, GERALD & MARIE	11040 CO RD 64	DAPHNE	AL	36526
MCKNIGHT, CAROL MARCO AS TRUSTEE OF THE CAROL MARCO MCKNIGHT REVOCABLE TRUST DATED MAY 16 2023	10573 COUNTY ROAD 64	DAPHNE	AL	36526
GRIMES, PEGGY ANN	326 GREEN VIEW RD	MOYOCK	NC	27958
MCKNIGHT, CAROL MARCO AS TRUSTEE OF THE CAROL MARCO MCKNIGHT REVOCABLE TRUST DATED MAY 16 2023 AND TOLER LOUISA M	26374 CO RD 64	DAPHNE	AL	36526
ST AUGUSTINE PROPERTY OWNERS ASSOCIATION AND N INC	P O BOX 123	MOBILE	AL	36601
BOLAR, BERTHA M	10646 CO RD 64	DAPHNE	AL	36526
LEE JOHN MATTHEW AND LEE DONNA LOUISE	27148 AUGUSTINE DR	DAPHNE	AL	36526
BELCHER BRETT BENNETT AND BELCHER LAUREN THOMPSON	27149 AUGUSTINE DR	DAPHNE	AL	36526
FAIRHOPE CAT COALITION INC	P O BOX 262	FAIRHOPE	AL	36533
RESERVE AT DAPHNE OWNERS ASSOCIATION INC, THE	25366 PROFIT DR	DAPHNE	AL	36526
J & S LAND LLC AND TRIPLE K MINING LLC	9949 BELATON AVE STE A	DAPHNE	AL	36526
DSDL HOMES (GULF COAST) L L C	7660 PECUE LN STE 100	BATON ROUGE	LA	70809
CONGREGATION MAYIM CHAYIM	10526 CO RD 64	DAPHNE	AL	36526
D & W ENTERPRISES L L C	7231 RIVER ROAD	DAPHNE	AL	36526
HINOTE RONNIE JOSEPH AND HINOTE LEE ANN	30451 LAUREL CT	DAPHNE	AL	36526
DENTON REXFORD LILES AND DENTON LAURA ELIZABETH	27104 AUGUSTINE DR	DAPHNE	AL	36526
PARKER, PRESCOTT A III ETAL PARKER, EDWA AND RD H ETAL HUBBARD, ISABELLE P FKA WILSON AND , ISABELLE P	10575 CONWAY LN	DAPHNE	AL	36526
DEWBERRY	25353 FRIENDSHIP ROAD	DAPHNE	AL	36526

COMMUNITY DEVELOPMENT



January 9, 2026

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for Louisa Marco Toler Revocable Trust Dated: July 24, 2024 containing 144 acres +/- located at the northwest intersection of County Road 64 and County Road 54 West to be pre-zoned to B-2(a), General Business Alternate, and R-6(G), Garden or Patio Home. 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 14, 2026 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 22, 2026 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, email to ajones@daphneal.com or by representation.

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

Louisa Marco Toler Revocable Trust Dated: July 24, 2024

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**

DATE: January 26, 2026
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
SUBJECT: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership Pre-Zoning Amendment

PRESENT ZONING: B-3, General Business, and RA, Rural Agricultural, Baldwin County District 15

PROPOSED PRE-ZONING: PUD, Planned Unit Development

LOCATION: Northwest of County Road 64 and Alabama Highway 181

RECOMMENDATION: At the January 22, 2026 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 pre-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. PUD Narrative, Conceptual Site Layout and PUD Exhibits
3. Pre-zoning Application
4. Legal Description (Exhibit A)
5. Boundary Survey (Exhibit B)
6. Adjacent Property Owners List

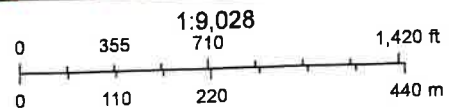
JOSEPH A. ALLEGRI, JR. PROPERTIES, II, LLC
JERRY VOLOVECKY, SR
LOUISE VOLOVECKY
SE FAMILY LIMITED PARTNERSHIP

PREZONING REQUEST

Allegri, Volovecky, SE Family Partnership



December 4, 2025



KCS, Pictometry

Copyright 2025



JOSEPH A. ALLEGRI, JR. PROPERTIES, II, LLC, JERRY VOLOVECKY, SR, LOUISE VOLOVECKY, SE FAMILY LIMITED PARTNERSHIP
 PREZONING REQUEST

Zoning Classification:

Rural Agricultural and General Business

Surrounding Zonings:

- **North** - RSF-1 and RA
- **South** - RSF-4
- **East** - B-3
- **West** - RSF-3, RSF-E

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

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

Staff Recommendation to PC: Favorable

Proposed Zoning:

Planned Unit Development

Development Concept:

Commercial & Multifamily

Council District:

4

Existing Conditions:

31.76 ac

PC Recommendation to Council:

Favorable

PROPOSAL:

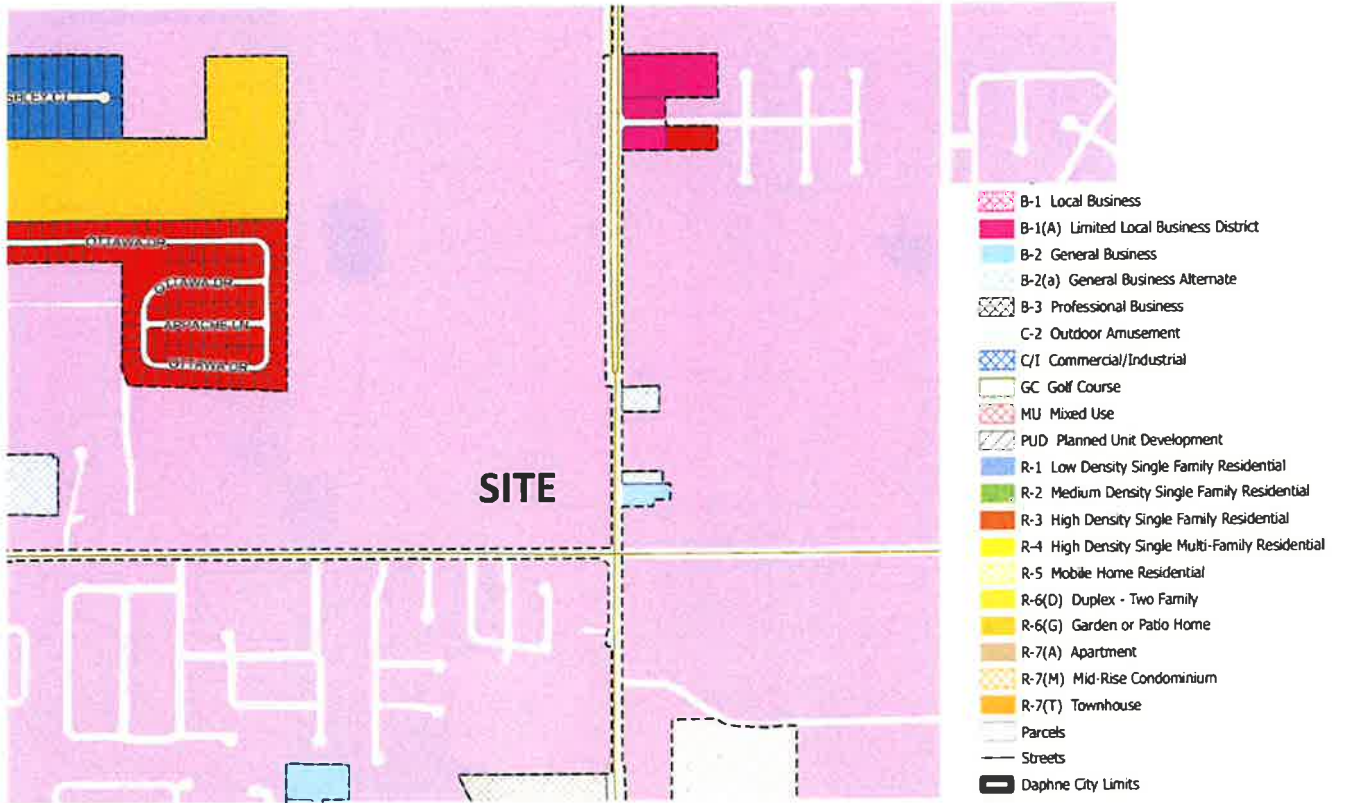
The applicant proposes to rezone the subject property to PUD to develop a commercial and a high density residential development as described in the Italian Village at Daphne Planned Unit Development Narrative and illustrated on the General plan map, entitled Conceptual PUD.

ENVISION DAPHNE 2042 COMPREHENSIVE PLAN

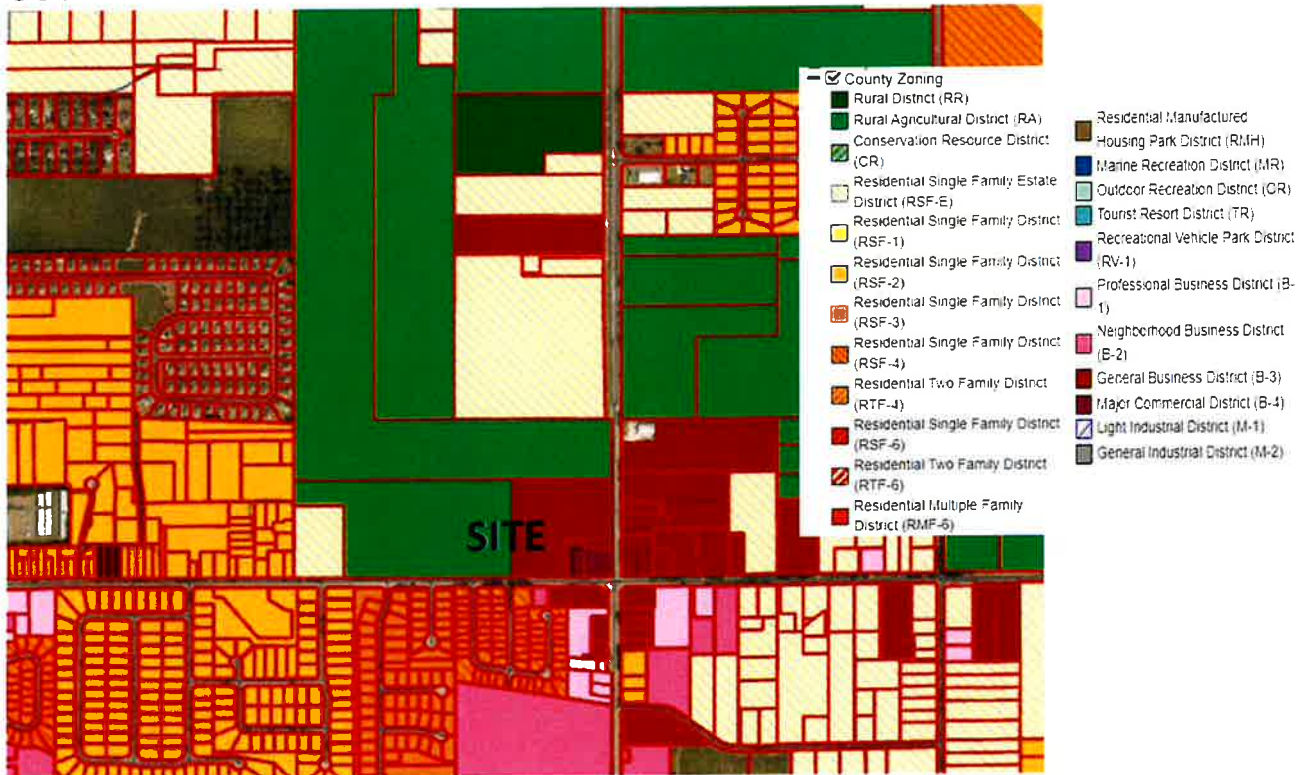
The Planning Commission adopted Resolution Number 2025-01 which amended the Comprehensive Plan designation at this site from Traditional Neighborhood Development to Mixed Use Corridor place type.

The site is designated as Belforest Village, **one of the City's Six Strategic Focus areas**, identified in the Comprehensive Plan. A key consideration is the Community Vision stated as follows, "The Belforest area is envisioned to evolve into a key mixed-use community activity node as Daphne expands into the planning area. The establishment of clustered and compact development patterns is envisioned to create walkable, mixed-use neighborhood environments." The subject property is designed to connect to adjacent undeveloped land setting the stage for walkable, mixed use neighborhood development in the future.

CITY ZONING MAP EXCERPT



COUNTY ZONING MAP



COMMUNITY DEVELOPMENT



December 5, 2025

Dear Sir/Ma'am,

NOTICE OF PUBLIC HEARING

A petition for PRE-ZONING will be considered by the Daphne Planning Commission for Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volvecky, and SE Family Limited Partnership containing 31.76 acres +/- located northwest of County Road 64 and Alabama Highway 181 to be pre-zoned as 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, December 10, 2025 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, December 18, 2025 at 5:00 p.m. in the Council Chambers of City Hall. You may submit your views in writing, in person, email to ajones@daphneal.com or by representation.

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

Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky, and SE Family Limited Partnership Pre-Zoning Amendment

Adjacent Property Owners for Daphne Corners Proposed PUD

Parcel Number	Pin	Owner Name	Address	City	State	Zip
05-43-05-22-0-000-013.146	377341	JIBA DEVELOPMENT L L C	707 BELROSE AVE	DAPHNE	AL	36526
05-43-05-22-0-000-004.001	208548	VINCE ALLEGRI PROPERTIES L L C	11020 DICK HIGBEE RD	FAIRHOPE	AL	36532
05-43-05-15-0-000-046.000	29598	JACKSON, JARIAN	9126 JACKSON WAY	DAPHNE	AL	36526
05-43-05-15-0-000-061.000	393	JOSEPH A ALLEGRI JR PROPERTIES II L L C	10139 VOLOVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.038	286181	CUNNINGHAM, DONALD J ETUX MARY MARGARET	9331 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-060.000	21621	ITALIAN COLONY CEMETERY				
05-43-05-22-0-000-013.099	269492	TEALWOOD SUBDIVISION HOMEOWNERS ASSOCIAT	PO BOX 2916	DAPHNE	AL	36526
05-43-06-14-0-000-011.000	41060	BELLA 181 L L C AND SIMS, GEORGIANNE THE ESTATE OF	PO BOX 489	FOLEY	AL	36536
05-43-02-10-0-000-015.002	111901	DEAN SAMUEL E AND DEAN SUSAN E	9539 PLEASANT RD	DAPHNE	AL	36526
05-43-05-22-0-000-013.098	269491	TEALWOOD SUBDIVISION HOMEOWNERS ASSOCIAT	PO BOX 2916	DAPHNE	AL	36526
05-43-06-14-0-000-013.002	227353	SPRIGGS ENTERPRISES INC	23 SIGNAL HILL RD	SPANISH FORT	AL	36527
05-43-02-10-0-000-015.006	216476	ADAMS STEPHEN AND ADAMS BRANDY	9577 PLEASANT RD	DAPHNE	AL	36526
05-43-05-15-0-000-004.001	316024	CALDERONE, SILVANA ETVIR DOMINIC	9500 PLEASANT RD	DAPHNE	AL	36526
05-43-02-10-0-000-015.005	202982	ROULSTON NATHAN H	9599 PLEASANT RD	DAPHNE	AL	36526
05-43-05-22-0-000-007.037	264138	OVERTON PLACE PROPERTY OWNERS ASSOCIATIO AND N INC	P O BOX 2523	DAPHNE	AL	36526
05-43-05-15-0-000-006.000	44042	VOLOVECKY FARMS INC	10139 VOLOVECKY DR	DAPHNE	AL	36526
05-43-05-22-0-000-003.000	44040	VINCE ALLEGRI PROPERTIES L L C	11020 HIGBEE RD	FAIRHOPE	AL	36532
05-43-06-14-0-000-010.000	28765	NLF AL GA A SERIES OF ROSEROCK NET LEASE FUND I SERIES L L C	8872 HSC PKWY STE 401	BRYAN	TX	77807
05-43-05-22-0-000-004.000	32116	VINCE ALLEGRI PROPERTIES L L C	11020 DICK HIGBEE RD	FAIRHOPE	AL	36532
05-43-05-22-0-000-007.000	36174	HUYNH, AYSET ETAL HUYNH, THUAN	25997 ARGONNE DR	DAPHNE	AL	36526
05-43-05-15-0-000-005.002	48469	LOYLE, LINDA MCLEAN	9325 BERGA LN	DAPHNE	AL	36526
05-43-05-15-0-000-005.001	48484	WARNER TERESA R AND MCDONALD ANNE BERGA	P O BOX 951330	LAKE MARY	FL	32795
05-43-05-15-0-000-045.033	296212	MEADOR, ZACHARY ETAL MEADOR, KRISTEN B	9455 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.040	286183	SALAZAR, ANA E	9355 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-045.029	296208	HAYES, JOHN B	9399 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-045.032	296211	SIMPSON, NICHOLAS ROBERT ETAL SIMPSON, K AND AYLEIGH	9443 OTTAWA DR	DAPHNE	AL	36526
05-43-05-22-0-000-007.019	264120	SIMPSON LORA L	26001 OVERTON DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.039	286182	LAVALLEE STEPHEN ALFRED	9343 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-050.000	17465	WILLIAMS, HERCULES ETAL LEONARD, JOHN W AND AS TRUSTEES FOR MACEDONIA MISSIONARY BAP AND TIST CHURCH	1501 CONAWAY ST	DAPHNE	AL	36526

05-43-05-15-0-000-004.002	371204	VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP	10139 VOLOVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.042	286185	MABERRY NOEL V AND MABERRY DIANA L	9379 OTTAWA DR	DAPHNE	AL	36526
05-43-06-14-0-000-012.001	624461	SANDEFUR INVESTMENTS L L C	PO BOX 162	DAPHNE	AL	36526
05-43-05-15-0-000-061.001	307146	KRISHNA 181 L L C	12750 JENKINS PIT RD	SPANISH FORT	AL	36527
05-43-05-15-0-000-049.001	351488	WASHINGTON, EBONY MILTON	719 E AZALEA AVE	FOLEY	AL	36535
05-43-06-14-0-000-012.000	38746	RNEW LLC	442 AZALEA RD	MOBILE	AL	36609
05-43-05-15-0-000-045.030	296209	VANCE, LISA C	9417 OTTAWA DR	DAPHNE	AL	36526
05-43-06-14-0-000-009.000	63827	DAVIS, W JUSTIN	11355 MOCKINGBIRD LN	FAIRHOPE	AL	36532
05-43-02-10-0-000-014.001	57223	VOLOVECKY CHARLES MARK AND VOLOVECKY LUCINDA D	9527 PLEASANT RD	DAPHNE	AL	36526
05-43-05-15-0-000-061.002	307152	ALLEGRI, JOSEPH A JR PROPERTIES II L L C	10139 VOLVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-005.040	264437	JUBILEE BAPTIST CHURCH INC	9264 PLEASANT RD	DAPHNE	AL	36526
05-43-05-22-0-000-013.145	377340	BAILEY PLACE PROPERTY OWNERS A SSOCIATION INC	28885 HOPETOWN LN	ELBERTA	AL	36530
05-43-05-15-0-000-012.037	286180	HUGHES, PETER MICHAEL ETAL HUGHES, SAMAN AND THA M	2801 WAVERLEY DR	TROPHY CLUB	TX	76262
05-43-05-15-0-000-059.002	47548	YELDING, EBONY C	26101 BAILEYS DRIVE	DAPHNE	AL	36526
05-43-06-14-0-000-010.002	354427	GREGORIUS, DONALD	PO BOX 238	DAPHNE	AL	36526
05-43-05-22-0-000-013.144	377339	TOWER COASTAL L L C	2106 DEVEREUX CIR	VESTAVIA HILLS	AL	35243
05-43-05-15-0-000-046.001	86527	JACKSON, JARIAN	9126 JACKSON WAY	DAPHNE	AL	36526
05-43-05-22-0-000-013.003	205985	LINDELL RACHEL ELLIS AND LINDELL ROB GREGORY	25998 CHAMBERLAIN DR	DAPHNE	AL	36526
05-43-05-15-0-000-005.003	50292	CROWLEY, TODD J ETAL CROWLEY, LAINE G	9355 BERGA LN	DAPHNE	AL	36526
05-43-05-22-0-000-013.072	253718	BAILEY PLACE PROPERTY OWNERS A SSOCIATION INC	28885 HOPETOWN LN	ELBERTA	AL	36530
05-43-05-15-0-000-004.000	44044	VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP	10139 VOLOVECKY DR	DAPHNE	AL	36526
05-43-05-15-0-000-012.041	286184	BLANTON, CHADWICK L ETUX SHANNON D	9367 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-010.000	10132	DAVIS, R DAVID	25630 ST HWY 181 (MA)	DAPHNE	AL	36526
05-43-05-15-0-000-045.031	296210	SULLIVAN, WILLIAM B	9425 OTTAWA DR	DAPHNE	AL	36526
05-43-05-15-0-000-045.028	296207	GRESHAM, SIDNEY ETAL GRESHAM, CAROLYN	9387 OTTAWA DR	DAPHNE	AL	36526
05-43-05-22-0-000-007.018	264119	MCCARDLE, CYNTHIA	25998 ARGONNE DR	DAPHNE	AL	36526
05-43-05-22-0-000-013.097	269490	TEALWOOD SUBDIVISION HOMEOWNERS ASSOCIAT AND ION INC	PO BOX 2916	DAPHNE	AL	36526

APPLICATION
&
SUPPLEMENTAL INFORMATION



APPLICATION FOR REZONING OR PRE-ZONING

Office use only: Rev. 072816	Date Submitted Nov 18, 2025
Application Number: ZA- or PZA- 25-03	Planning Commission Public Hearing Date: Dec 18, 2025

Legibly print or type responses below. Indicate N/A or an "X" where item is not applicable. **tabled +^o January 22, 2026**

SITE DATA	
Site Location (Address or General Proximity to Nearest Intersection): NWC of intersection of CR 64 and St Hwy 181, Daphne, AL	PPIN#(s): 44044
Gross Site Area (acreage): 31.76 ac (27.39 + 4.37)	Requested Zoning or Pre-Zoning: Prezoning
Current Zoning Designation(s): Baldwin Co: RA, Rural Agricultural	Amended Request: Initials: Date:
Current Land Use: undeveloped	Anticipated Land Use: commercial and residential
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** **Comprehensive Plan Amendment**

APPLICANT & AGENT INFORMATION	
<i>*If an LLC or LLP or Corporation, provide name and signature of Registered Member or Agent and provide a copy of Articles of Incorporation.</i>	
Name of Current Owner: VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP	
Mailing Address: 10139 VOLOVECKY DR, DAPHNE, AL 36526	Phone/Fax: E-mail: jvolovec@bellsouth.net
Name of Authorized Agent: Charles Trotman, The Trotman Company, Inc.	
Mailing Address: 7505 Halcyon Pointe Drive, Montgomery, AL 36117	Phone/Fax: 334-270-2727 E-mail: charlie@trotmancompany.com
Name of Developer*: Charles Trotman	
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: Jerry Volovecky, Jr	dotloop verified 10/22/25 12:59 PM CDT 8GEE-X9G-HH5K-2NR2	Date
Agent's Signature: Charles R. Trotman	Date 10-22-25	

EXHIBIT A

A parcel of land situated in the South one-half of the Southeast one-quarter of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama being more particularly described as follows:

BEGIN at a found 1/2 inch rebar marking the Southeast corner of Lot 1-B according to the Replat of Lot 1 Volovecky Split Subdivision as recorded in Slide 0003046-C in the Office of the Judge of Probate, Baldwin County, Alabama and lying on the West right-of-way of State Highway 181; thence leaving said Lot 1-B run South 00 degrees 21 minutes 12 seconds East along said right-of-way for a distance of 509.93 feet to a found concrete monument lying on said right-of-way; thence run South 15 degrees 48 minutes 33 seconds East along said right-of-way for a distance of 54.74 feet to a found concrete monument lying on said right-of-way; thence leaving said right-of-way run North 88 degrees 54 minutes 29 seconds West for a distance of 187.99 feet to a found capped rebar stamped Fairhope; thence run South 00 degrees 04 minutes 35 seconds West for a distance of 224.97 feet to a found capped rebar lying on the North right-of-way of County Road 64; thence run North 89 degrees 36 minutes 46 seconds West along said right-of-way for a distance of 1396.57 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on said right-of-way; thence leaving said right-of-way run North 00 degrees 23 minutes 14 seconds East for a distance of 785.49 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on the South line of said Lot 1-A of the aforementioned subdivision; thence run South 89 degrees 36 minutes 02 seconds East along said the South line of said Lot 1-A for a distance of 663.67 feet to a set 5/8 inch capped rebar stamped CA-560LS marking a corner on the South line of said Lot -A and marking the Southwest corner of said Lot 1-B; thence leaving said Lot 1-A continue along the previously described call and the South line of said Lot 1-B for a distance of 904.08 feet the POINT OF BEGINNING. Said parcel contains 1,193,213 sq. feet or 27.39 acres, more or less.

EXHIBIT A

Lot 1-B, Replat of Volovecky Split Subdivision, according to the plat thereof, as recorded on Slide 0003046-C in the

Office of the Judge of Probate of Baldwin County, Alabama.

SEE SHEET 4 FOR
TITLE COMMITMENTS
AND LOCAL REGULATIONS

811
Know what's below
Call before you dig
800.4A.S.A.F.E. or 800.223.1111

I HEREBY CERTIFY (ON STATE) THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE AND ETHICS OF THE SURVEYING PROFESSION, AND THAT I AM A LICENSED SURVEYOR AS APPLICABLE TO THE STATE OF ALABAMA.

OBSERVATIONS

NO.	DATE	BY	DESCRIPTION

ZONING

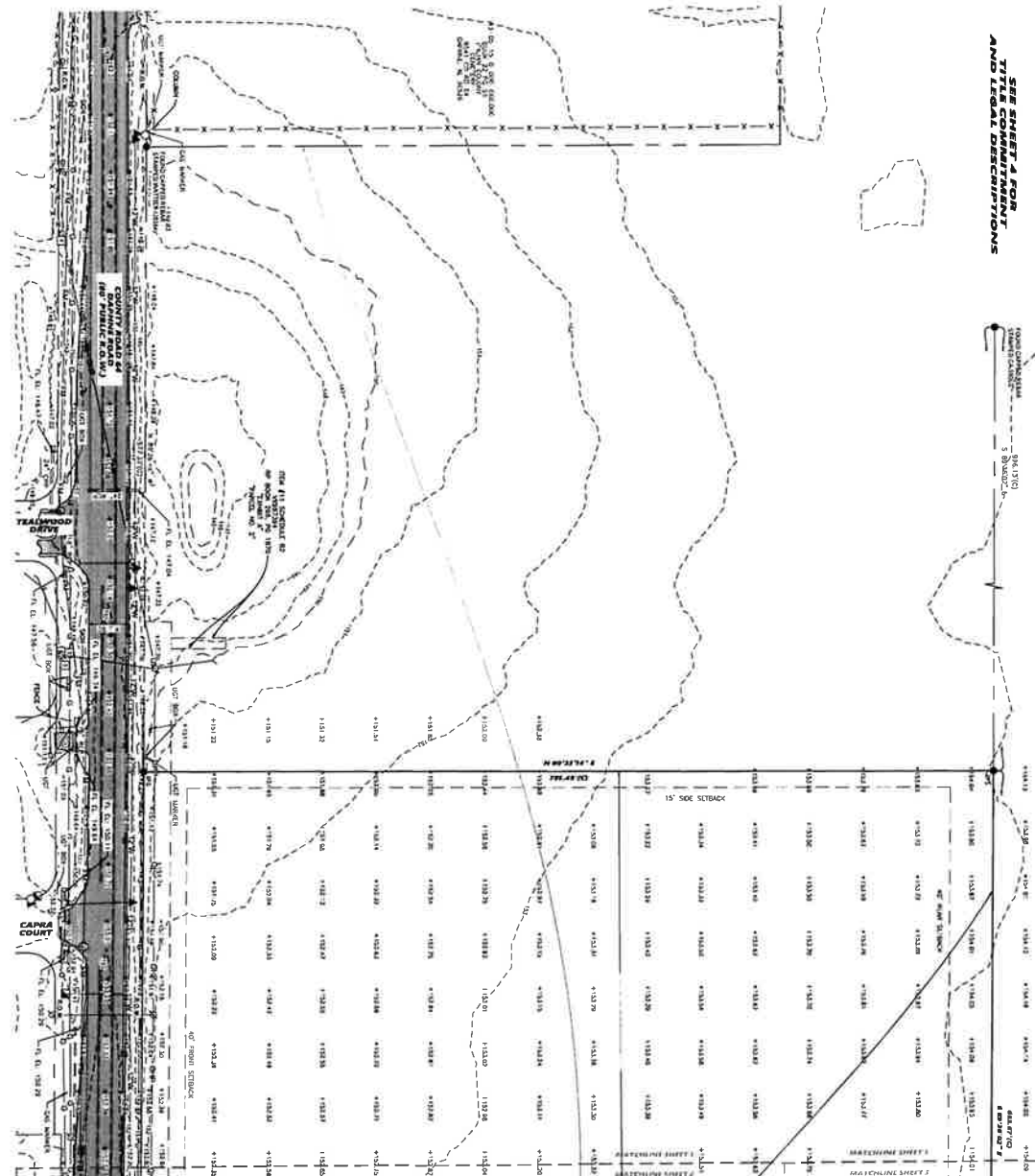
ZONING: B3
BUILDING SETBACK REQUIREMENTS
FRONT: 40'
SIDE: 25'
REAR: 25'
HEIGHT: 40'

ZONING

ZONING: B4
BUILDING SETBACK REQUIREMENTS
FRONT: 40'
SIDE: 25'
REAR: 25'
HEIGHT: 40'

ZONING

ZONING: B4
BUILDING SETBACK REQUIREMENTS
FRONT: 40'
SIDE: 25'
REAR: 25'
HEIGHT: 40'

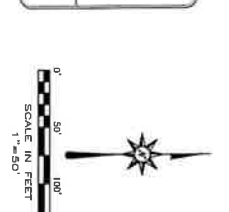
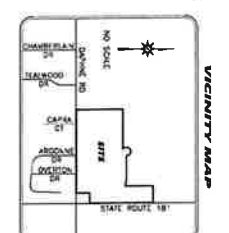


8300 DAPHNE RD
30.1500'±
3852.3100'

8300 DAPHNE RD
30.1500'±
3852.3100'

8300 DAPHNE RD
30.1500'±
3852.3100'

8300 DAPHNE RD
30.1500'±
3852.3100'



LEGEND

—	PROPERTY BOUNDARY
- - -	ADJACENT PROPERTY BOUNDARY
- · - · -	EASEMENT
- · - · -	UNLAWFUL ENCROACHMENT
—	ADJACENT HIGHWAY
—	ADJACENT RAILROAD
—	ADJACENT AIRWAY
—	ADJACENT WATERWAY
—	ADJACENT UTILITIES
—	ADJACENT TOWNSHIP LINE
—	ADJACENT COUNTY LINE
—	ADJACENT STATE LINE
—	ADJACENT FEDERAL BOUNDARY
—	ADJACENT MARINE BOUNDARY
—	ADJACENT AIRSPACE BOUNDARY
—	ADJACENT RIVER BOUNDARY
—	ADJACENT LAKE BOUNDARY
—	ADJACENT SOUND BOUNDARY
—	ADJACENT OCEAN BOUNDARY
—	ADJACENT COASTAL BOUNDARY

NOTES

- This plat represents the survey of property shown on the plat, which may vary from the survey as shown on the plat, due to the fact that the plat may not be an exact copy of the original survey.
- All corners of each lot are to be marked with iron rods or other permanent monuments. The location of each corner shall be determined by the plat, and the location of each corner shall be marked with iron rods or other permanent monuments.
- No easements are shown on this plat, and no easements are shown on any plat which is a part of this survey.
- This plat is a true and correct copy of the original survey as shown on the plat, and it is a true and correct copy of the original survey as shown on the plat.
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- This plat is a true and correct copy of the original survey as shown on the plat, and it is a true and correct copy of the original survey as shown on the plat.

STATE OF ALABAMA
BIRMINGHAM COUNTY
COUNTY COMMISSIONER
BY: _____
DATE: _____

ALTA/NSPS LAND TITLE SURVEY

ITALIAN VILLAGE AT DAPHNE
2655 STATE HIGHWAY 101
DAPHNE, ALABAMA

THE TROTMAN CO. INC.

DATE: 05/17/2023
BY: _____
CHECKED BY: _____
SCALE: AS SHOWN
UNITS: HORIZONTAL FEET
VERTICAL FEET
MAGNETIC DECLINATION: 10.00° WEST

GONZALEZ - STRENGTH & ASSOCIATES, INC.
CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION
1650 WOODS OF RIVERCHASE DRIVE - SUITE 200
DAPHNE, ALABAMA 36824
PHONE: (205) 842-2488
FAX: (205) 842-2489
www.gonzalez-strength.com

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CHART OF 1
26-03-00

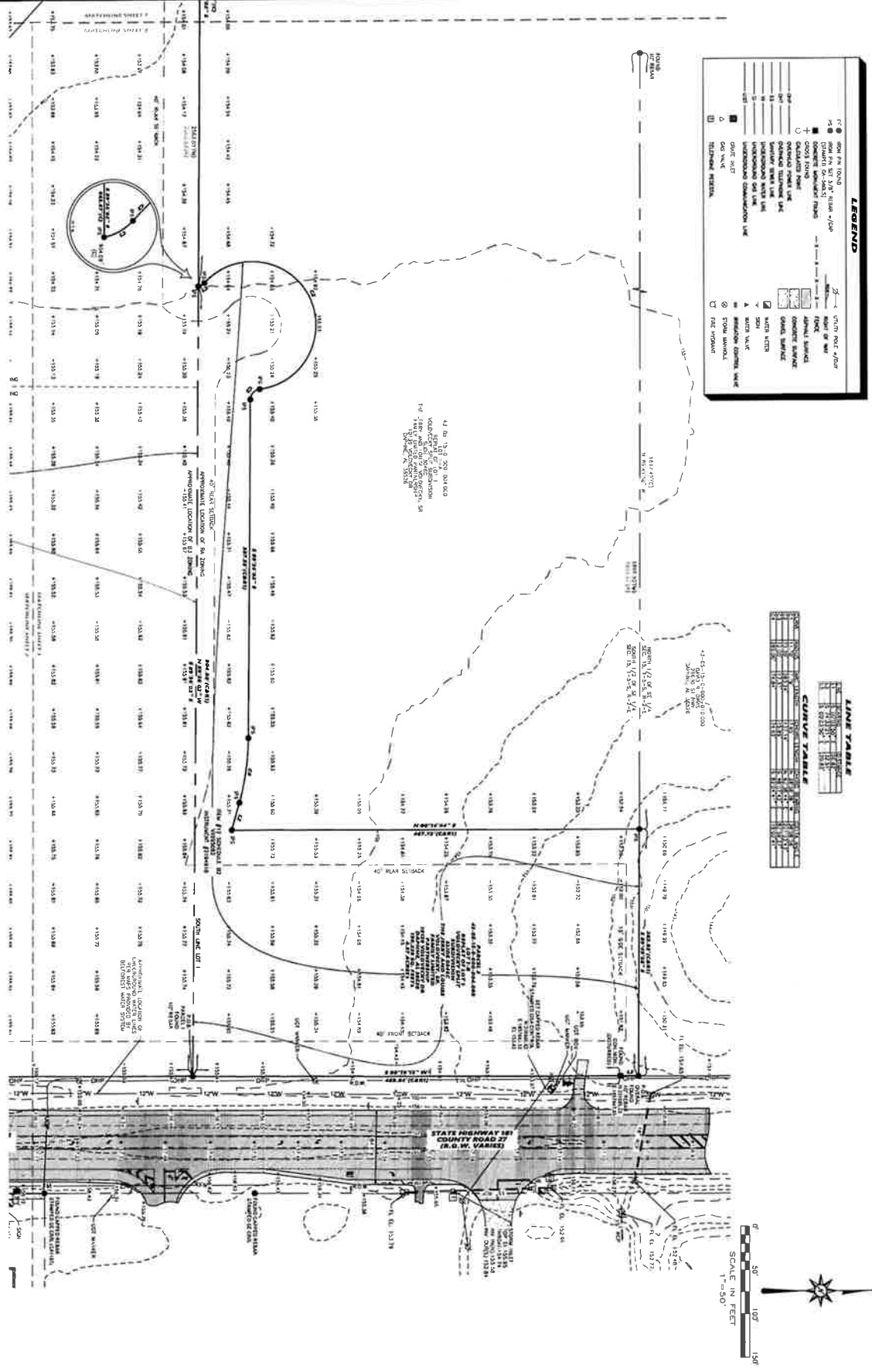
I HEREBY CERTIFY THAT I HAVE BEEN A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF ALABAMA FOR SEVERAL YEARS AND I HAVE PERSONALLY AND INDEPENDENTLY EXAMINED THE SURVEY AND FOUND THAT THE SAME CONFORMS TO THE STANDARDS OF THE PROFESSION AND I HAVE NOTED THEREON AS NECESSARY TO THE BEST OF MY KNOWLEDGE.



Know what's below
Call before you dig
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ABBREVIATIONS

AW	As Shown
B	Boundary
C	Center
D	Ditch
E	Easement
F	Fence
G	Gate
H	House
I	Iron
J	Junction
K	Known
L	Line
M	Mile
N	Natural
O	Old
P	Proposed
Q	Quarter
R	Road
S	Setback
T	Tie
U	Utility
V	Village
W	Well
X	X
Y	Y
Z	Z

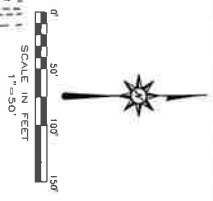


LEGEND

Symbol	Description
Circle with crosshair	Survey Point
Circle with 'X'	Old Survey Point
Square	Corner Marked with Iron
Circle with 'A'	Corner Marked with Aluminum
Circle with 'S'	Corner Marked with Stone
Circle with 'C'	Corner Marked with Concrete
Circle with 'W'	Corner Marked with Wood
Circle with 'M'	Corner Marked with Metal
Circle with 'P'	Corner Marked with Plastic
Circle with 'O'	Corner Marked with Other
Circle with 'N'	Corner Marked with None
Circle with 'U'	Corner Marked with Unknown
Circle with 'I'	Corner Marked with Iron
Circle with 'A'	Corner Marked with Aluminum
Circle with 'S'	Corner Marked with Stone
Circle with 'C'	Corner Marked with Concrete
Circle with 'W'	Corner Marked with Wood
Circle with 'M'	Corner Marked with Metal
Circle with 'P'	Corner Marked with Plastic
Circle with 'O'	Corner Marked with Other
Circle with 'N'	Corner Marked with None
Circle with 'U'	Corner Marked with Unknown

LINE TABLE

LINE NO.	BEARING	DISTANCE
1	S 72° 15' 00" E	100.00
2	S 75° 00' 00" E	100.00
3	S 70° 00' 00" E	100.00
4	S 80° 00' 00" E	100.00
5	S 60° 00' 00" E	100.00



NO.	REVISION	DATE
1	CHANGE TITLE OF SURVEY	3-7-2023
2		
3		
4		

QUARTER - SECTION
SOUTH ONE-HALF OF SOUTHEAST ONE-QUARTER

TOWNSHIP 8 SOUTH RANGE 2 EAST

GONZALEZ - STRENGTH & ASSOCIATES, INC.
CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION
1450 WOODS OF RIVERCHASE DRIVE - SUITE 200
MOBILE, ALABAMA 36688
PHONE: (251) 943-2188
FAX: (251) 943-8188
www.Gonzalez-Strength.com

THE TROTMAN CO. INC.
ENGINEERS AND ARCHITECTS
1015 EAST 17TH AVENUE
DAKOTA CITY, NEBRASKA 68601
PHONE: (402) 546-1234

ALTA/NSPS LAND TITLE SURVEY
ITALIAN VILLAGE AT DAPHNE
2605 STATE HIGHWAY 181
DAPHNE, ALABAMA

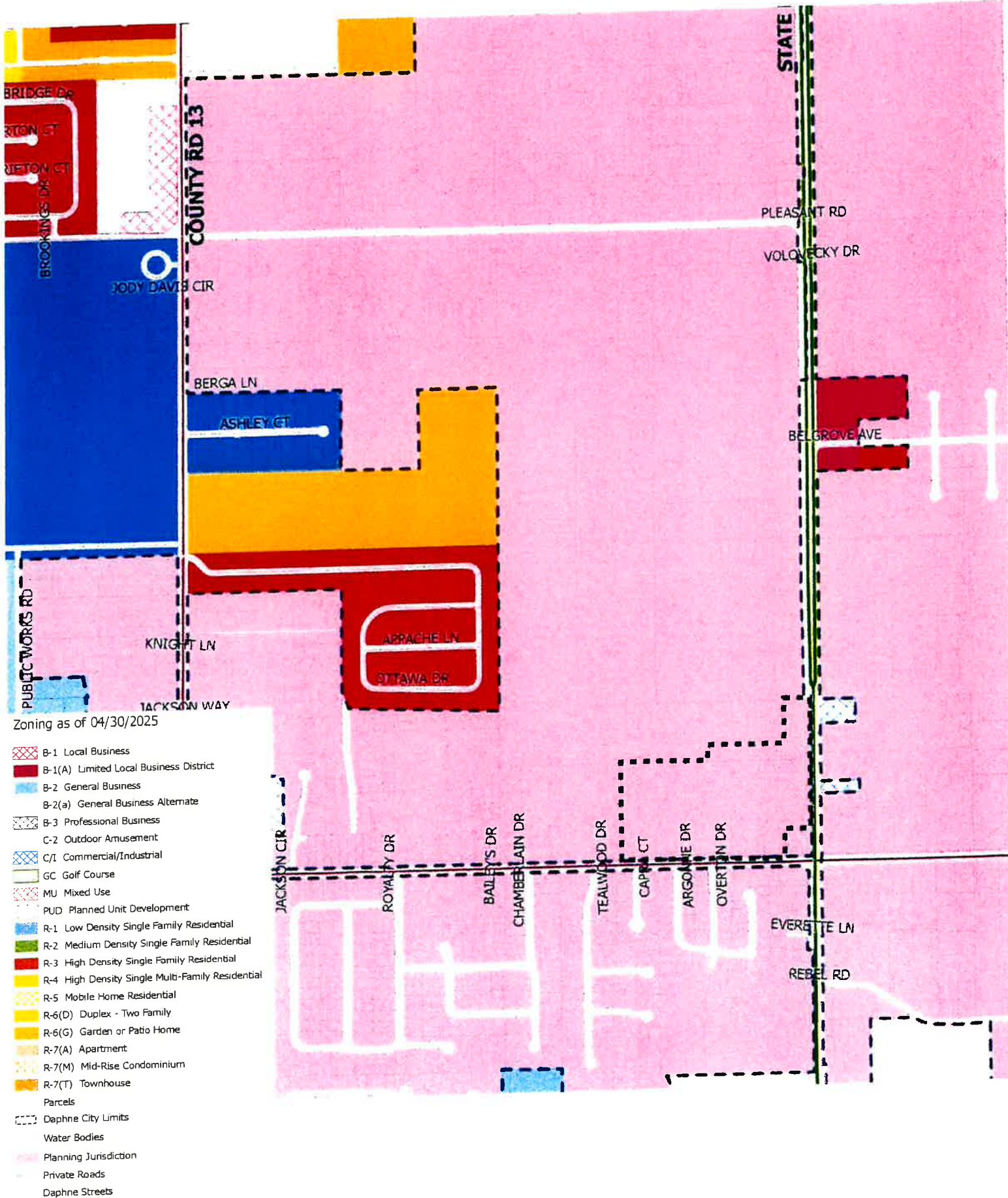
DATE OF SURVEY	03/20/23
SCALE	1" = 50'
CORNER MARKING	AS SHOWN
NEEDS TO BE CORRECTED	NO
CORRECTION	
REASON FOR CORRECTION	
DATE OF CORRECTION	
BY	
REASON FOR CORRECTION	
DATE OF CORRECTION	
BY	

NO.	REVISION	DATE
1	CHANGE TITLE OF SURVEY	3-7-2023
2		
3		
4		

QUARTER - SECTION
SOUTH ONE-HALF OF SOUTHEAST ONE-QUARTER

TOWNSHIP 8 SOUTH RANGE 2 EAST

Current Zoning Map



ITALIAN VILLAGE AT DAPHNE

PLANNED UNIT DEVELOPMENT NARRATIVE

32.66 Acres - NW Corner of AL-181 & County Road 64 City of Daphne, Alabama



SUBMITTED BY:
THE TROTMAN COMPANY, INC.
TO
THE CITY OF DAPHNE

Planning Commission Recommended Version:
January 23, 2026

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1. Executive Summary

The Italian Village at Daphne is a 31.76-acre master planned, mixed-use community located at the northwest corner of AL-181 and County Road 64. Designed as a distinctive, walkable destination, the development blends neighborhood-scale commercial uses, a luxury multifamily community, and a cohesive Italian architectural theme that establishes a unique sense of place within the City of Daphne.

The project is anchored by a neighborhood grocery store with fueling station, supported by eight commercial outparcels, and complemented by an upscale residential community organized around a signature 5-acre pond amenity. Together, these uses create a balanced, connected environment that supports daily needs, encourages walkability, and enhances the surrounding area.

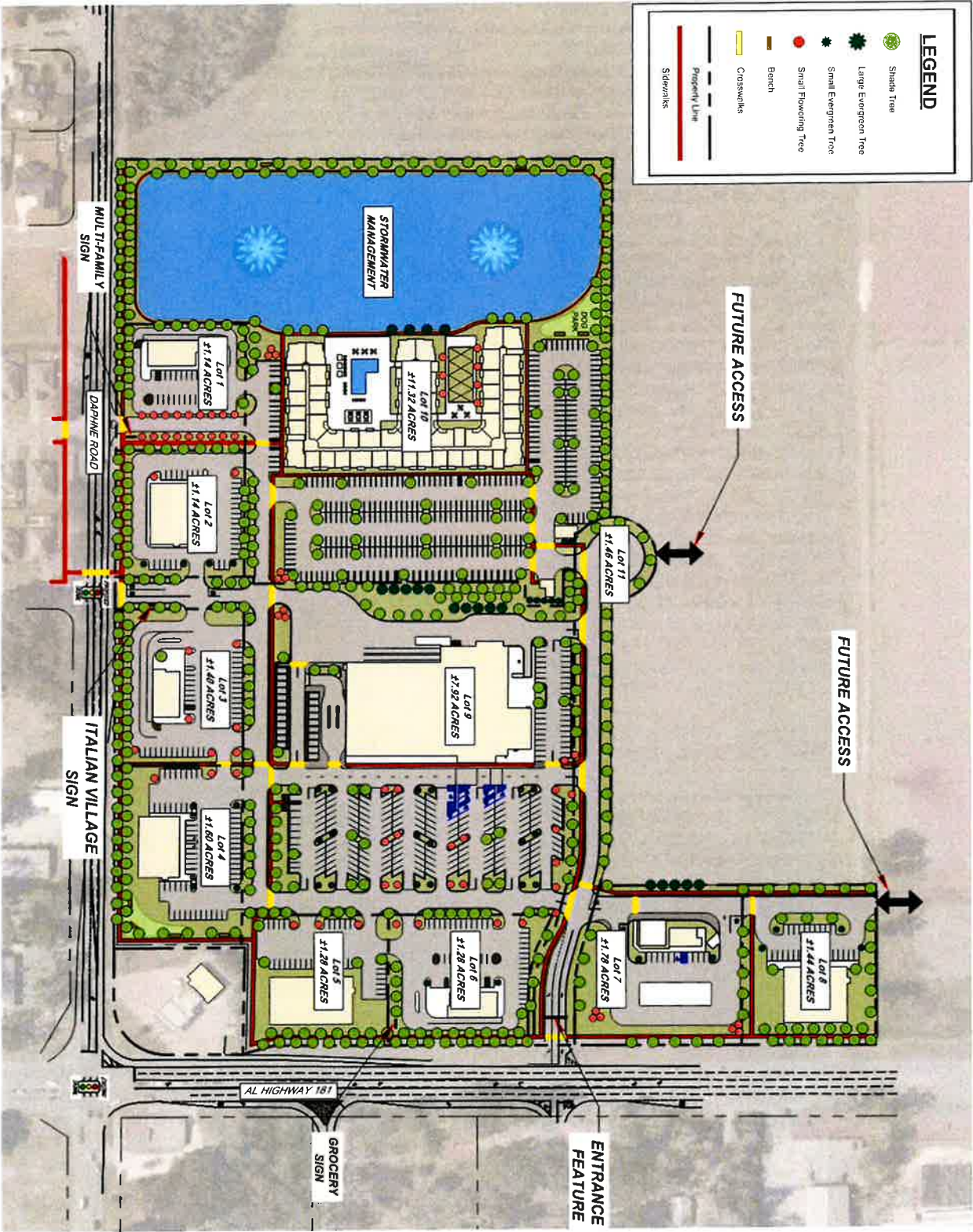
The development introduces several community-oriented benefits, including internal connectivity that reduces reliance on AL-181 and CR-64, public roadway improvements, expanded pedestrian infrastructure, and a unified architectural and landscape standard enforced through an Architectural Review Committee. The result is a high-quality, economically productive, and visually cohesive project that aligns with Daphne's long-term planning goals.

Key elements of the Italian Village at Daphne include:

- A unified Italian architectural theme across all buildings, signage, and public spaces
- A walkable, mixed-use layout integrating commercial and residential uses
- A luxury multifamily community with resort-style amenities and extensive landscaping
- A neighborhood grocery anchor providing convenient access to daily goods and services
- Significant public infrastructure improvements including turn lanes, sidewalk extensions, a new public roadway, and a new traffic signal
- Internal access for future northern development
- A comprehensive landscape and open-space framework centered around a 5+ acre pond

The Italian Village at Daphne is designed to become a model for neighborhood-scale mixed-use development in Daphne-one that combines architectural character, functional connectivity, and long-term economic value.

1.1 Conceptual Landscape Plan



2. Development Vision & Italian Theme

The Italian Village at Daphne is envisioned as a distinctive, place-making mixed-use community that brings a cohesive architectural identity and elevated design standard to the eastern gateway of Daphne. The development draws inspiration from traditional Italian villages-characterized by warm materials, human-scaled architecture, and inviting public spaces-to create an environment that feels both timeless and contemporary.

2.1 Creating a Sense of Place

A signature Italian-themed entrance feature along AL-181 establishes the project's identity from the moment visitors arrive. Terracotta tile, stone masonry, and stucco finishes are used consistently across all buildings, signage, and public spaces to reinforce a unified aesthetic.

2.2 Integrating Mixed Uses Within a Walkable Framework

The development blends neighborhood-scale commercial uses with a luxury multifamily community, all connected through an internal network of streets, sidewalks, and landscaped open spaces.

Residents can access the grocery store, retail uses, and amenities without leaving the development or entering AL-181 or CR-64.

2.3 Delivering High-Quality Architecture and Public Realm Design

All buildings and site improvements will be reviewed by an Architectural Review Committee to ensure consistency with the Italian theme. Public spaces, including plazas, sidewalks, and the central pond amenity, are designed to be inviting, walkable, and reflective of the project's overall aesthetic.

3. Site Overview & Land Use Plan

The Italian Village at Daphne encompasses 31.76 acres at the northwest corner of AL-181 and County Road 64. The master plan organizes the property into a cohesive mixed-use layout that balances commercial activity, residential living, and high-quality open space.

3.1 Land Use Summary Table

Lot 1	Proposed Commercial	1.14 AC
Lot 2	Proposed Commercial	1.14 AC
Lot 3	Proposed Commercial	1.40 AC
Lot 4	Proposed Commercial	1.60 AC
Lot 5	Proposed Commercial	1.28 AC
Lot 6	Proposed Commercial	1.28 AC
Lot 7	Proposed Commercial	1.78 AC
Lot 8	Proposed Commercial	1.44 AC
Lot 9	Proposed Commercial	7.92 AC
Lot 10	Proposed Residential (Apartment)	11.32 AC
Lot 11	Designated Public R.O.W.	1.46 AC
TOTAL		31.76 AC

3.2 Site Organization

Commercial District

Located along AL-181 and CR-64, the commercial district includes the grocery anchor, fueling station, and eight outparcels. These parcels are positioned to create a walkable, village-like environment with internal cross-access and consistent architectural character.

Residential District

The multifamily community occupies the western portion of the site, buffered by landscaping and the central pond. Buildings are arranged to maximize views, walkability, and access to amenities.

Central Pond & Open Space

A 5+ acre wet detention pond serves as both a functional stormwater facility and a defining aesthetic feature. Walking paths, seating areas, and landscaping create a park-like environment.

3.3 Connectivity & Access Framework

- New public roadway connecting AL-181 to the interior
- Internal cross-access between all uses
- Rear access drive behind Outparcels 7 and 8 for future northern development
- Limited new access points on AL-181 and CR-64
- Comprehensive sidewalk network

4. Commercial Component - Neighborhood Grocery & Outparcels

The commercial component of the Italian Village at Daphne is designed to serve as a neighborhood-scale retail district that provides convenient access to daily goods and services while reinforcing the project's Italian architectural theme. The commercial area is anchored by a modern grocery store with a fueling station and supported by eight outparcels intended for retail, dining, and service-oriented uses. The layout emphasizes walkability, internal connectivity, and cohesive design.

4.1 Neighborhood Grocery Store

The grocery store serves as the primary commercial anchor for the development. Its location along AL-181 provides visibility and convenient access while maintaining compatibility with surrounding uses. The building incorporates Italian-themed architectural elements, including terracotta rooflines, stone accents, and stucco finishes.

Key Features

- Full-service grocery store with pharmacy
- Fueling station with architectural screening
- Italian-themed facade treatments
- Pedestrian-friendly entrances and sidewalks
- Integrated landscaping and shade trees



4.2 Commercial Outparcels

Eight commercial outparcels are arranged along AL-181 and CR-64 to create a cohesive village-like environment. These parcels are intended for neighborhood-serving uses such as restaurants, retail shops, medical offices, and personal services.

Outparcel Design Objectives

- Consistent architectural character
- Walkable connections between parcels
- Shared access and parking
- Coordinated landscaping and lighting
- Italian-style monument signage

4.3 Connectivity & Circulation

The commercial district is designed to minimize traffic impacts on AL-181 and CR-64 by providing internal circulation routes and shared access points.

Circulation Features

- Internal cross-access between all commercial parcels
- New public roadway connecting AL-181 to the interior
- Rear access drive behind Outparcels 7 and 8 for future northern development
- Limited new access points on major corridors
- Sidewalks connecting commercial uses to the residential district

4.4 Architectural & Aesthetic Standards

All commercial buildings must comply with the Italian Village architectural standards, ensuring a unified and high-quality appearance throughout the development.

Architectural Elements

- Terracotta tile rooflines
- Stone and masonry accents
- Warm stucco finishes
- Italian-style monument signage

5. Residential Component - Luxury Multifamily Community

The residential component of the Italian Village at Daphne is a luxury multifamily community designed to complement the commercial district while providing high-quality housing options within a walkable, mixed-use environment. The community features resort-style amenities, extensive landscaping, and a cohesive architectural theme inspired by traditional Italian design.

5.1 Architectural Character

The multifamily buildings incorporate Italian-inspired architectural elements, including articulated rooflines, stone and stucco facades, wrought-iron balconies, and decorative detailing. The design emphasizes visual interest, human scale, and compatibility with the surrounding commercial uses.

Architectural Features

- Terracotta-style rooflines
- Stone and stucco exterior finishes
- Wrought-iron balconies and railings
- Articulated building massing
- Decorative window and door treatments



5.2 Landscaping & Open Space

Landscaping plays a central role in creating a high-quality residential environment. The multifamily community includes courtyards, garden spaces, and pedestrian pathways that connect to the central pond and commercial district.

Open Space Features

- Walking paths around the pond
- Native and ornamental plantings
- Courtyards and garden spaces
- Shaded seating areas

5.3 Amenities

The residential community offers a suite of resort-style amenities designed to enhance quality of life and support active, healthy living.

Amenity Highlights

- Resort-style swimming pool
- Fitness center
- Pet spa and dog park
- Concierge Package
- Valet trash service
- Red-light sauna and wellness rooms

5.4 Circulation & Parking

The residential district is designed for walkability and ease of access, with internal sidewalks, tree-lined streets, and dispersed parking areas.

Circulation Features

- Internal sidewalks and boulevards
- Tree-lined streets
- Dispersed parking to reduce visual impact
- Direct internal access to commercial uses

6. Connectivity, Circulation & Walkability

Connectivity is a defining feature of the Italian Village at Daphne. The development is designed to reduce reliance on AL-181 and CR-64 by providing internal circulation routes, shared access points, and pedestrian-friendly infrastructure. These improvements enhance safety, reduce congestion, and support a walkable mixed-use environment.

6.1 Roadway Improvements

The project includes significant roadway enhancements that improve access and traffic flow for both the development and the surrounding community.

Roadway Improvements

- Turn lane addition on AL-181
- Turn lane additions on CR-64
- Dedicated right-turn lane on CR-64 for southbound AL-181 traffic
- New traffic signal at Overton Drive and CR-64
- Modifications to improve the CR-64/Highway 13 roundabout, as approved by the City of Daphne

6.2 Internal Circulation

The internal circulation network allows residents and visitors to move between commercial and residential areas without entering major corridors.

Internal Connectivity Features

- New public roadway connecting AL-181 to the interior
- Cross-access between all commercial parcels
- Rear access drive for future northern development
- Sidewalks and pedestrian pathways throughout the site

6.3 Pedestrian Infrastructure

Walkability is supported through a comprehensive network of sidewalks, crosswalks, and pedestrian-scaled lighting.

Pedestrian Features

- Sidewalks along all internal streets
- Crosswalks connecting key destinations
- Pedestrian lighting for safety
- Walkable access to commercial uses
- Bike racks stationed for convenience
- Connections to adjacent neighborhoods and the pond

7. Architecture, Materials & Design Standards

The Italian Village at Daphne is unified by a cohesive architectural theme inspired by traditional Italian villages. This theme is expressed through building materials, rooflines, colors, signage, and site furnishings. The architectural standards ensure that all buildings-commercial and residential-contribute to a consistent, high-quality visual identity.

7.1 Architectural Character

The development incorporates warm, earth-toned materials, textured surfaces, and traditional Italian design elements. These features create a timeless aesthetic that enhances the sense of place and reinforces the project's identity.

Architectural Elements

- Terracotta rooflines
- Stone and masonry accents
- Stucco finishes in warm, natural tones
- Wrought-iron balconies, railings, and decorative features
- Articulated building massing and varied roof heights

7.2 Materials & Color Palette

Materials are selected for durability, visual appeal, and compatibility with the Italian theme. The color palette includes warm neutrals, natural stone hues, and terracotta accents.

Material Standards

- Stone veneer and natural stone
- Textured stucco
- Clay or clay-look roof tiles
- Decorative metalwork
- High-quality window and door systems

7.3 Italian-Themed Material Description

Stone & Masonry

- Limestone or Travertine: These stones bring the warm, creamy tones typical of Tuscan villages. Their subtle veining and matte finish create an immediate sense of age and permanence.
- Fieldstone or River Rock: Often used at the base of façades or around entry portals to give a rustic, hand-assembled character.
- Cut Sandstone Accents: Used for window surrounds, columns, or cornices to add refined detail without losing the natural feel.

Stucco & Plaster

- Traditional Lime-Based Stucco: Soft, breathable, and slightly irregular, it mimics the hand-troweled surfaces found throughout Italy.
- Warm Earth-Tone Finishes: Ochre, sienna, and muted terracotta hues help the building feel sun-washed and timeless.
- Layered or Distressed Texture: Subtle imperfections—intentional ones—give the façade a lived-in authenticity.

Terracotta Elements

- Roof Tiles: Curved barrel or flat tiles in natural terracotta are essential. Their color variation and weathering patterns add depth and charm.
- Decorative Screens & Insets: Terracotta grilles, medallions, or planter boxes introduce artisanal detail.

Metalwork

- Wrought Iron: Used for balconies, railings, lanterns, and signage. Its hand-forged look adds elegance and craftsmanship.
- Bronze or Aged Brass: Ideal for door handles, light fixtures, and decorative accents that develop a beautiful patina over time.

Clay & Ceramic Details

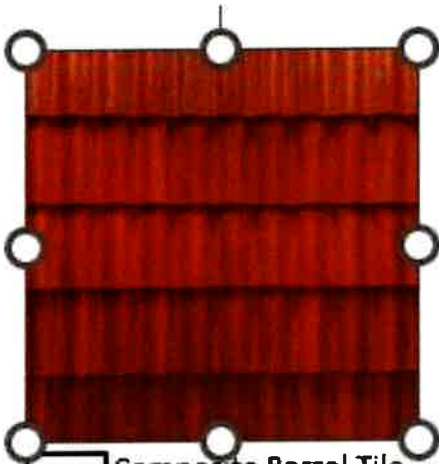
- Hand-Painted Tiles: Used in entryways, fountains, or interior accent walls to introduce color and pattern inspired by Italian ceramics.

Roof & Exterior Enhancements

- Clay Ridge Caps & Finials: Small sculptural touches that complete the roofline.

7.4 Materials

Note: This is meant to represent acceptable materials as guidance for material selection but is not intended to limit material to those shown. Other materials in keeping with the theme of tis PUD are acceptable.



1 Composite Barrel Tile
Brava
Antique Clay



2 Stucco
Sherwin Williams
SW 6622



3 Stucco
Sherwin Williams
SW 6336



4 Flagstone
Cultured Stone
Chardonnay Cobblefield



5 Flagstone
Cultured Stone
San Francisco Cobblefield



6 Smooth Cast Stone
Cultured Stone
San Francisco Cobblefield

7.5 Signage Standards

Signage throughout the development is designed to reinforce the Italian theme while providing clear, attractive wayfinding.

Signage Features

- Italian-style monument signs
- Coordinated color palette
- Decorative metal accents
- Pedestrian-scaled directional signage



7.6 Lighting & Site Furnishings

Lighting and furnishings contribute to the pedestrian experience and overall aesthetic.

Site Furnishing Standards

- Pedestrian-scaled lighting
- Decorative poles and fixtures
- Coordinated benches, trash receptacles, and planters
- Wrought-iron and stone accent

8. Landscaping, Open Space & Pond Feature

The Italian Village at Daphne incorporates a comprehensive landscape and open-space framework designed to enhance aesthetics, support walkability, and create a cohesive public realm. The development's landscaping strategy emphasizes native plantings, pedestrian comfort, and high-quality outdoor environments, all unified by the project's Italian architectural theme.

Central to this framework is a 5+ acre wet detention pond, which functions as both a stormwater facility and a signature visual amenity. The pond and surrounding open spaces establish a park-like setting that strengthens the identity of the residential and commercial districts.

8.1 Landscape Design Principles

The landscape plan is guided by principles that promote beauty, sustainability, and usability.

Design Principles

- Native and drought-tolerant plantings
- Layered landscaping around buildings
- Pedestrian-oriented streetscapes
- Buffering and screening for adjacent properties

8.2 Open Space Network

Open spaces are strategically integrated across the site to support recreation, relaxation, and community interaction.

Open Space Features

- Tree-lined pedestrian corridors
- Courtyards and garden spaces
- Pedestrian scale landscaping near commercial buildings
- Shaded seating areas

8.3 Pond Amenity & Surrounding Features

The 5+ acre pond is a defining feature of the development, serving both functional and aesthetic purposes.

Pond Features

- Walking paths with benches and shaded rest areas
- Native shoreline plantings
- Opportunities for decorative fountains
- Scenic views from residential and public spaces

8.4 Buffering & Screening

Strategic landscaping ensures compatibility with surrounding properties and enhances the internal experience.

Buffering Measures

- Landscape buffers along public roadways
- Screening of parking areas
- Privacy plantings between residential and commercial uses

8.5 Integration with Architectural Theme

Landscaping reinforces the Italian character of the development.

Thematic Elements

- Terracotta planters
- Wrought-iron accents
- Stone and masonry hardscape elements

8.6 Summary of Landscape & Open Space Benefits

Benefits

- Visually cohesive environment
- Walkable, shaded pathways
- High-quality outdoor amenities
- Improved stormwater performance
- Attractive buffers for adjacent properties
- Multi-seasonal landscape treatments

9. Public Benefits & Infrastructure Improvements

The Italian Village at Daphne delivers a comprehensive package of public benefits, infrastructure enhancements, and community-oriented improvements that extend beyond the boundaries of the development. These investments support safer transportation, improved connectivity, enhanced walkability, and long-term economic value for the City of Daphne and surrounding neighborhoods.

9.1 Transportation & Roadway Improvements

The development includes significant roadway enhancements that improve safety, reduce congestion, and support efficient traffic flow.

Roadway Improvements

- Turn lane addition on AL-181
- Turn lane additions on CR-64
- Dedicated right-turn lane on CR-64 for southbound AL-181 traffic
- One new access point along AL-181
- Limited new access points on CR-64
- New traffic signal at Overton Drive and CR-64
- Modifications to improve the CR-64/Highway 13 roundabout

9.2 Internal Connectivity & Reduced Traffic Impacts

The project's internal circulation system significantly reduces reliance on major corridors.

Connectivity Benefits

- Internal access between residential and commercial uses
- Rear access drive for future northern development
- Public dedication of the new roadway
- Comprehensive sidewalk network

9.3 Economic Development & Fiscal Benefits

The Italian Village at Daphne contributes to Daphne's long-term economic vitality.

Economic Benefits

- Job creation during construction and operations
- Expanded tax base
- Increased commercial activity
- High-quality residential options

9.4 Community Amenities & Quality of Life Enhancements

The development introduces amenities that improve daily life for residents and nearby neighborhoods.

Quality of Life Features

- Walkable access to groceries and retail
- Resort-style multifamily amenities
- Extensive open space and pond amenity
- Pedestrian crosswalk to neighborhoods south of CR-64

9.5 Stormwater Management & Environmental Benefits

The project includes a robust stormwater management system that improves drainage conditions in the area.

Environmental Enhancements

- 5+ acre wet detention pond
- Native plantings
- Improved drainage performance along CR-64
- Integrated open space

9.6 Summary of Public Benefits

Public Benefits

- Safer roadway infrastructure
- Reduced congestion
- Walkable mixed-use connectivity
- Expanded economic opportunities
- High-quality amenities
- Improved stormwater management
- Enhanced pedestrian infrastructure

10. Zoning Compliance & Requested Modifications

The Italian Village at Daphne has been designed to comply with the intent and standards of the City of Daphne's Land Use and Development Ordinance, while utilizing the flexibility of the Planned Unit Development (PUD) process to create a cohesive, walkable, mixed-use community. The project incorporates the applicable provisions of the B-2 General Business District and R-7(A) Apartment District, with targeted modifications that support high-quality design, improved connectivity, and efficient land use.

These adjustments are limited in scope, carefully justified, and essential to achieving the project's unified Italian theme, internal circulation network, and integrated mixed-use character.

10.1 Base Zoning Districts Utilized

The PUD incorporates standards from the following zoning districts:

- B-2 General Business District for commercial parcels
- R-7(A) Apartment District for the multifamily residential component

All articles of the zoning ordinance are incorporated as written, except where specific relaxations are requested to support the master plan.

10.2 Articles Incorporated Without Modification

The following articles of the City of Daphne Land Use and Development Ordinance are incorporated with no changes:

- Article I
- Article II
- Article III
- Article IV
- Article V
- Article VI
- Article VII
- Article VIII
- Article IX
- Article X
- Article XI
- Article XII
- Article XIV
- Article XV
- Article XVII
- Article XVIII
- Article XIX
- Article XX
- Article XXI
- Article XXII
- Article XXIII
- Article XXIV
- Article XXVIII
- Article XXIX
- Article XXX *
- Article XXXI
- Article XXXIII
- Article XXXIV
- Article XL
- Article XLI
- Article XLII
- Article XLIII
- Article XLIV
- Article XLV

(* Except as may be modified elsewhere in the PUD Document)

These articles are fully met through the project's design, layout, and development standards.

10.3 Requested Modifications - Residential Component (R-7(A))

Targeted adjustments to the R-7(A) standards are requested to support the design and functionality of the multifamily community. These modifications allow for enhanced architectural quality, improved site efficiency, and a more walkable layout consistent with the PUD's goals.

Residential Standards Table

PLANNED RESIDENTIAL		
Standard	CURRENT	PROPOSED
Minimum Acreage	4 ac	4 ac
Minimum Lot Width	None	None
Maximum Density	10 Units / Acre	19 Units / Acre*
Maximum Height	3 Stories / 50 ft	4 Stories / 55 ft
Minimum Building Setback Lines	50 ft	50 ft
Minimum Distance between Buildings	<u>Facing Front to Back</u> 100 ft (25 ft minimum from back of curb)	<u>Facing Front to Back</u> 100 ft (25 ft minimum from back of curb)
	<u>Facing Back to Back</u> 100 ft	<u>Facing Back to Back</u> 100 ft
	<u>Side to Side</u> ½ the sum of the height of both buildings	<u>Side to Side</u> ½ the sum of the height of both buildings
Maximum Lot Coverage (Impervious Surfaces) Buildings / Structures	30%	30%
Greenbelt Area Width** (Along Public Roadways)	25 ft	25 ft
Width on Remaining Project Boundary(s) (Greenbelt may be located within Setbacks)**	25 ft	10 ft Only to interior PUD properties
Minimum Landscaping	See Article 19	See Article 19
Minimum Parking Spaces per Dwelling Unit	2	1 per single bedroom unit and 2 spaces per 2- and 3-bedroom unit
Additional Provisions	See Article 28	See Article 28

(* The proposed density governs over any other reference to density in the City of Daphne Code of Ordinances.)

(** Pedestrian ways may be included in the greenbelt.)

Justification for Modifications

The requested adjustments are necessary to:

- Support high-quality architectural design and building articulation
- Provide adequate open space and the 5+ acre pond amenity
- Maintain walkability and internal connectivity
- Ensure efficient land use within the master plan
- Deliver a luxury residential product consistent with market expectations

These modifications do not increase impacts on surrounding properties and are mitigated through buffering, internal circulation, and high-quality design.

10.4 Requested Modifications - Parking Requirements

A targeted modification to Article XVI - Parking Requirements is requested for the multifamily component:

10.4.1 **Current Standard:** 2 spaces per dwelling unit

10.4.2 **Proposed Standard:**

- 10.4.2.1 1 space per one-bedroom unit
- 10.4.2.2 2 spaces per two- and three-bedroom units

Justification for Modifications

- Reflects modern parking demand patterns
- Supports walkability and reduced vehicle dependency
- Aligns with mixed-use development best practices
- Reduces unnecessary impervious surface area

A targeted modification to Article XVI - Parking Requirements is requested for both the multifamily component as well as the commercial component:

10.4.3 **Current Standard:** Floor Area More Than Ten Thousand Square Feet (10,000 sq. ft.) require one loading space per 10,000 sq. ft

10.4.4 **Proposed Standard:** Except when determined by national use with prototypical

building footprint, the Off-Street Loading and Unloading Spaces may be provided as demonstrated by adequate Off-Street Loading and Unloading Spaces in multiple jurisdictions.

Justification for Modifications

- Reflects modern loading zone demand patterns
- Aligns with mixed-use development best practices
- Reduces unnecessary impervious surface area
- Reduces criteria for loading spaces that will rarely be used
- With the presence of on-time delivery, Off-Street loading and unloading space needs have been reduced

10.5 Allowable Uses

The allowable uses table listed in the City of Daphne Land Use Ordinance is to be modified according to the table shown in Appendix J of this report.

10.6 Consistency with the Comprehensive Plan

The Italian Village at Daphne aligns with the City's Comprehensive Plan by:

- Supporting neighborhood-scale commercial uses
- Providing high-quality multifamily housing
- Enhancing connectivity and walkability
- Improving transportation infrastructure
- Delivering a cohesive architectural identity

10.7 Summary of Zoning Compliance

The PUD:

- Complies with the intent of the zoning ordinance
- Utilizes modifications only where necessary to support the master plan
- Enhances design quality and community character
- Improves connectivity and reduces traffic impacts
- Aligns with long-term planning goals

These standards ensure that the Italian Village at Daphne is both regulatory compliant and community enhancing, delivering a development that is functional, attractive, and aligned with Daphne's vision for growth.

11. Architectural Review Committee

To ensure long-term consistency, quality, and adherence to the Italian Village design vision, all development within the PUD will be subject to review and approval by the Architectural Review Committee (ARC). The ARC provides a unified oversight structure that maintains architectural cohesion, reinforces material standards, and ensures that every building, landscape feature, and site improvement contributes to the overall character of the Italian Village at Daphne.

11.1 Committee Composition

The ARC will consist of:

- Developer/Owner Representatives
- Licensed Landscape Architect
- Licensed Architect

This multidisciplinary structure ensures that architectural, landscape, and site-planning considerations are evaluated holistically. Each member will deliver professional expertise to guide design decisions and uphold the project's aesthetic and functional goals.

11.2 Responsibilities & Review Scope

The ARC is responsible for reviewing all proposed improvements within the PUD to ensure compliance with the Italian Village design standards.

Review Responsibilities

- Architectural design review for new construction, additions, and renovations
- Evaluation of building elevations, materials, colors, and detailing
- Assessment of site design, including building placement, massing, and orientation
- Review of landscaping plans, hardscape elements, buffers, and screening
- Oversight of pedestrian ways, plazas, and public-realm features
- Signage review to ensure consistency with Italian-themed monument standards

11.3 Decision-Making Authority

The ARC has the authority to:

- Approve applications
- Approve with conditions
- Deny applications that do not meet the established standards
- Recommend revisions to improve compatibility and design quality

11.4 Preservation of Community Character

The ARC plays a critical role in preserving the long-term identity and quality of the Italian Village at Daphne.

Character Preservation Functions

- Maintain a cohesive architectural theme across all parcels
- Protect the visual integrity of the development
- Ensure high-quality materials and craftsmanship
- Promote context-sensitive design that enhances the public realm

11.5 Administrative Procedures

The ARC will maintain clear and consistent administrative processes to support transparency and fairness.

Administrative Duties

- Document decisions and findings
- Apply standards consistently across all applications
- Coordinate with planning, zoning, and building departments
- Collect review fees as applicable

11.6 Summary of ARC Role

The Architectural Review Committee ensures that:

- All development aligns with the Italian Village design vision
- Architectural and landscape quality is maintained over time
- Signage, lighting, and site improvements reinforce a unified identity
- The PUD evolves cohesively as new tenants and buildings are introduced

12. Appendices

The following appendices provide supporting documentation, technical exhibits, and reference materials associated with the Italian Village at Daphne Planned Unit Development. These materials supplement the narrative and demonstrate compliance with applicable regulations, engineering standards, and procedural requirements.

Each appendix is organized for clarity and ease of review.

12.1 Appendix A - Adjacent Property Owners

- Adjacent property owner list

12.2 Appendix B - Utility Letters

- Water and sewer capacity confirmations
- Electric and gas service availability
- Telecommunications provider correspondence

12.3 Appendix C - Boundary & Topographic Survey

- Survey exhibits and legal descriptions

12.4 Appendix D - Conceptual PUD / Site Plan

- Conceptual site layout
- Internal street and access framework

12.5 Appendix E - Conceptual Sidewalk Plan

- Pedestrian network diagrams
- Connectivity to adjacent areas

12.6 Appendix F - Conceptual Landscape Plan

- Landscape and planting plans

12.7 Appendix G - Conceptual Building Elevations & Materials

- Building elevations and massing studies
- Material palettes and architectural details

12.8 Appendix H - Phasing Plan

- Development sequencing diagrams

12.9 Appendix I - Traffic Impact Study

- Traffic analysis and modeling
- Recommended roadway improvements

Roadway Improvements:

- Turn lane addition on AL-181
- Turn lane additions on CR-64
- Dedicated right-turn lane on CR-64 for southbound AL-181 traffic
- One new access point along AL-181
- Limited new access points on CR-64
- New traffic signal at Overton Drive and CR-64
- Modifications to improve the CR-64/Highway 13 roundabout

12.10 Appendix J – Permitted Uses

- Table of permitted uses

12.11 Appendix K – PUD Zoning Checklist

- City of Daphne PUD Zoning Checklist

12.5 Appendix E – Conceptual Sidewalk Plan

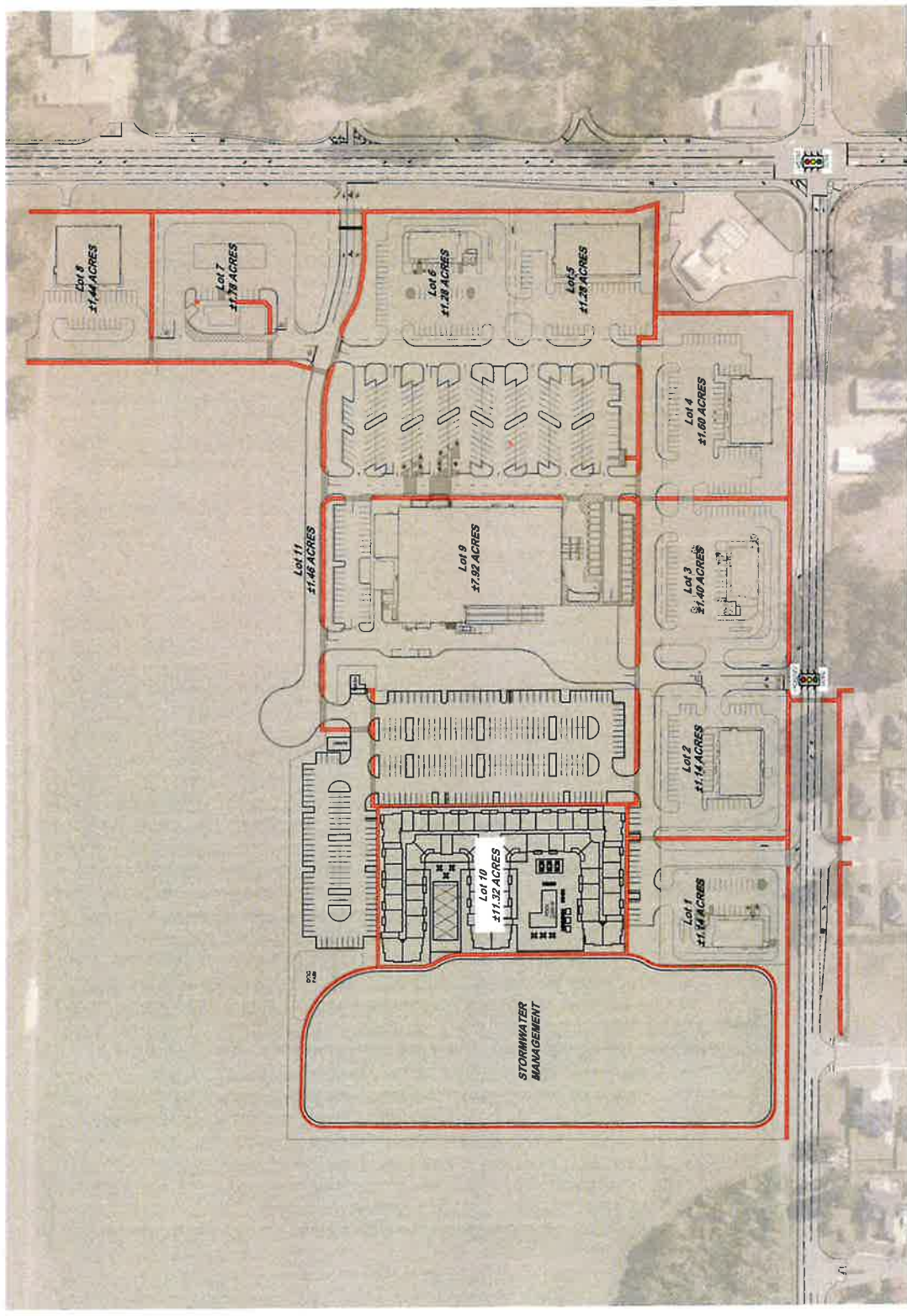
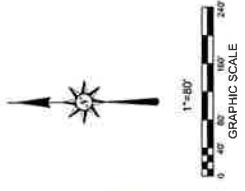
NO.	REVISIONS	DATE
1	ISSUED FOR PERMIT	01/20/2024
2	REVISED PER COMMENTS	01/20/2024
3	REVISED PER COMMENTS	01/20/2024
4	REVISED PER COMMENTS	01/20/2024

PUD SIDEWALK PLAN
 ITALIAN VILLAGE AT DAPHNE
 NW INTERSECTION OF CR 64 AND HWY 181
 DAPHNE, AL

GSA
 GONZALEZ - STRENGTH & ASSOCIATES, INC.
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING & PLANNING
 LANDSCAPE ARCHITECTURE - PRELIMINE ENGINEERING & SURVEYING
 1120 WOODS CREEK AVENUE, SUITE 200
 HOUSTON, TEXAS 77057
 WWW.GONZALEZ-STRENGTH.COM or LSA company

PRELIMINARY
 NOT FOR
 CONSTRUCTION,
 RECORDING,
 PURPOSES OR
 IMPLEMENTATION

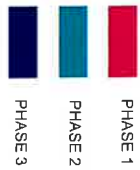
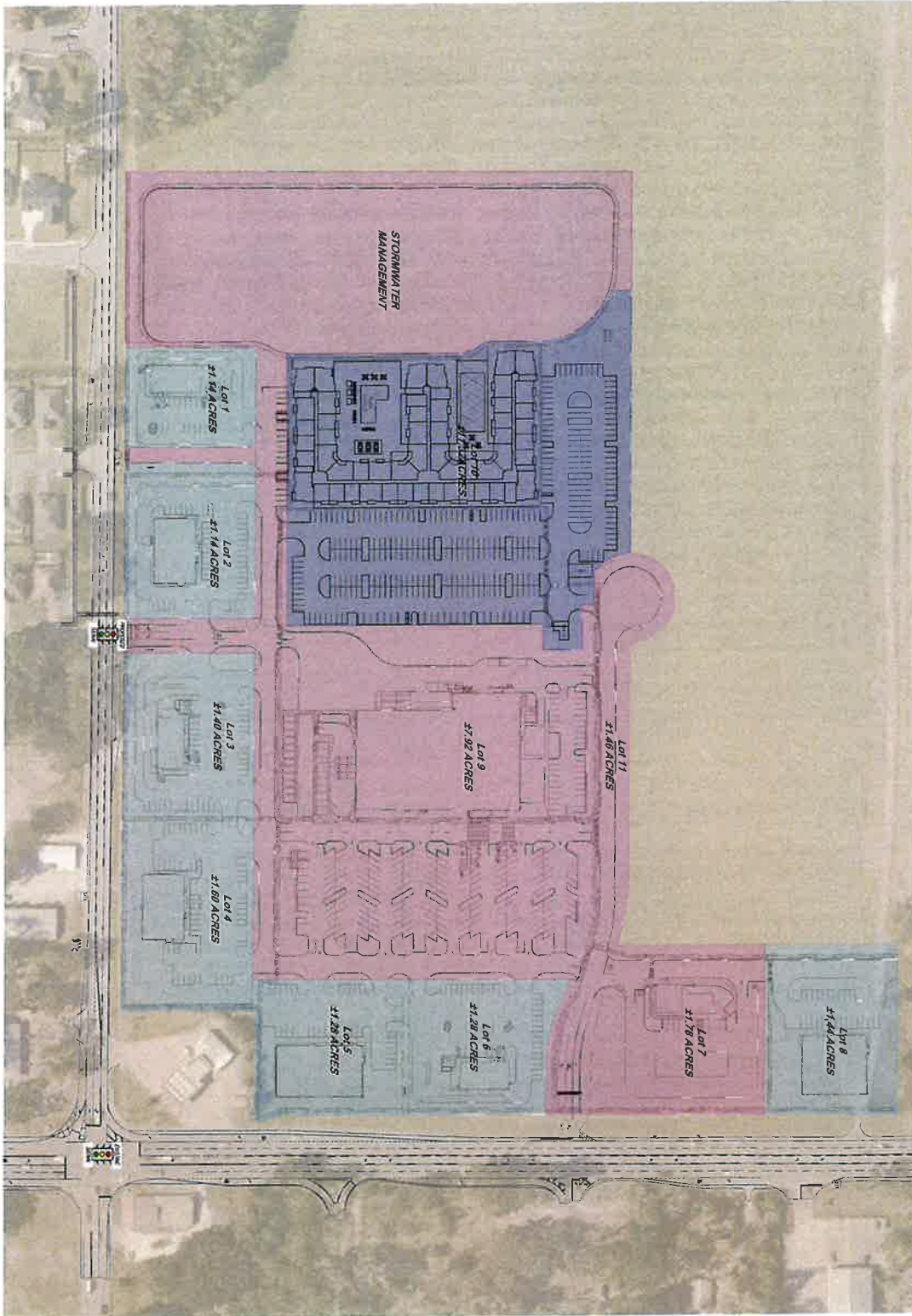
Appendix E
 PROJECT
 24-0340



12.6 Appendix F – Conceptual Landscape Plan



12.8 Appendix H – Phasing Plan



Appendix H
20-049

GSA
GONZALEZ - STRENGTH & ASSOCIATES, INC.
 CIVIL & TRANSPORTATION ENGINEERING - LAND SURVEYING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - PIPELINE ENGINEERING & SURVEYING
 1550 WOODS OF REVERCHASE DRIVE SUITE 200
 HOUSTON, ALABAMA 35894
 PHONE: (205) 942-2486
 WWW.GONZALEZ-STRENGTH.COM an **LJA** company

PUD PHASING PLAN
ITALIAN VILLAGE AT DAPHNE
 HWY INTERSECTION OF CR 64 & HWY 181
 DAPHNE, AL

NO.	REVISIONS	DATE
1	REVISION #1	12/12/2009
2	REVISION #2	01/06/2010
3		
4		

12.10 Appendix J – Permitted Uses

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Accessory buildings and uses, when located on the same lot or parcel as the principal structure or use and customarily incidental thereto, provided the requirements in all pertinent sections of this Ordinance are met	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I C-2 GC		
Agriculture and related farming operations, including horticulture, plant nurseries, market gardening, field crops, orchards, and home gardens	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3	<div style="border: 1px solid black; padding: 5px; text-align: center; color: red; font-weight: bold;">DELETED</div>	GC C-2
Air conditioning sales and service	B-1 B-2 C/I		
Ambulance/EMS service	B-1 B-2 C/I	B-3	
*Amusement arcade	B-2		
Kiddie land	B-2	C/I	
Animal clinic/kennels for small animals; need not be enclosed within a structure	B-2 C/I		
Antique store, including repairing, restoration and refinishing	B-2 C/I		
Apparel and accessory store	B-1 B-2		
Appliance store	B-1 B-2	<div style="border: 1px solid black; padding: 5px; text-align: center; color: red; font-weight: bold;">DELETED</div>	

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Armory	B-1 B-2	C/I	R-4 R-5
Art gallery or museum	B-1 B-2	DELETED	
Art sculptures, statues, monuments	B-1 B-2	B-1 B-2 B-3 C/I	R-1 R-2 R-3 R-4 R-5
Art supplies	B-1 B-2		
Auditoriums, stadiums, coliseums, and other such places of public assembly		B-2 C/I	R-1 R-2 R-3 R-4 R-5
Automobile Air Conditioning Sales and Service	B-2 C/I	DELETED	
Automobile Glass and Upholstery Installation	B-2 C/I		
Automobile laundry, where the primary function is washing automobiles, but not including trucks or trailers; operations shall be conducted only within a completely enclosed structure, and all wastes shall be discharged directly into the sewer	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
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Automobile parts sales, except used parts	B-2 C/I	DELETED	
Automobile wrecking and salvage; need not be enclosed within a structure, but must be enclosed with a solid fence sufficiently high to obstruct noise and view; chain link or similar open fence may be permitted if a screen planting adequate to obstruct view is provided		B-2 C/I	
Automobile, travel trailer, camper, farm equipment and implements and mobile home sales (new and used); need not be enclosed within a structure, but any mechanical or body repair must be done entirely within a structure which shall not have any opening, other than a stationary window, within 100 feet of a residential district	B-2 C/I		
Automobile and truck laundry, including steam cleaning	C/I		
Automobile and truck repair garage, mechanical and body; must be conducted in a structure which shall not have any openings other than a stationary, within 100 feet of a residential district and which shall not store or otherwise maintain any parts or waste materials outside such structures	B-2 C/I		
Automobile and truck sales and service; but not including commercial wrecking, dismantling, or auto salvage yard; need not be enclosed within a structure provided the unenclosed part shall comply with the requirements for maintenance of off-street parking facilities	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Automobile and truck service station including minor repair, subject to the requirements listed under Special Provisions, where the primary function is retail sale of gasoline, oil, grease, tires, batteries and accessories and where services are limited to installation of the items sold, washing, polishing, tire changing, greasing and minor repairs, but not including commercial wrecking, dismantling or auto salvage yard, major mechanical overhauling or body work; fuel pumps need not be enclosed within a structure	C/I	DELETED	B-1 B-2
Bakery, retail	B-1 B-2		
Bakery, wholesale	B-2 C/I		
Bank, including drive-in bank	B-1 B-2 B-3		
Barber shop or beauty parlor	B-1 B-2		
Barber and beauty supplies and equipment sales	B-2 C/I		
Bed & Breakfast			R-1 R-2 R-3
Bicycle, lawnmower sales, service and repair	B-2 C/I	DELETED	
*Billiard or pool hall	B-2		
Boat construction, storage, service and repair, wet and dry, major; need not be enclosed within a structure	C/I		B-2
Boat dry storage; pleasure boats having lengths not greater than 31 feet	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Boat sales, accessories and service	B-2 C/I		
Boat storage, service and repair, minor; a marina for docking pleasure boats and providing services thereto and to the occupants thereof, including minor servicing and minor repair to boats while in the water, sale of fuel and supplies, and provision of lodging, food, beverages and entertainment as accessory uses, may include dry storage in an enclosed structure	B-2 C/I	DELETED	
Book store	B-1 B-2		
Bottling works	C/I	B-2	
Bowling Alley	B-2		
Building materials supply, provided that major storage areas are screened from view and that any machine operations are conducted entirely within an enclosed structure with no opening other than a stationary window within 100 feet of a residential district	B-2 C/I	DELETED	
Bus and railroad terminal facilities	B-2 C/I		
Business machines sales and service	B-2 C/I	B-1	
Business school or college		B-1 B-2 B-3	
Butane and other liquefied petroleum gas products storage and sales; need not be enclosed within a structure			B-2 C/I
Cabinet or carpenter shop; customized marble, granite, stone countertops	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Cafe, grill, lunch counter and restaurant but not including night club, bar, tavern and drive-in restaurant	B-1 B-2		
Camera and photographic supply store	B-1 B-2		
Candy, nut and confectionery store	B-1 B-2		
Canvas products manufacture	C/I	B-2	
Carling, express, crating, hauling, storage	B-2 C/I	DELETED	
Catering shop or service	B-1 B-2		
Cemetery, subject to requirements of the Special Provisions			R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2
Churches and related accessory buildings	B-1 B-2 B-3		R-1 R-2 R-3 R-4 R-5 C/I
City Hall, police station, fire station, courthouse, federal office building and similar public building	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I	C-2 GC	

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Clay and clay products manufacture; need not be enclosed within a structure	C/I	B-2	
Clinic, dental, medical or psychiatric for humans	B-1 B-2 B-3	DELETED	R-1 R-2 R-3 R-4 R-5 C/I
Club or lodge, fraternal, civic, charitable or similar organization, public or private, but not including any such club, lodge or organization, the chief activity of which is a service or product customarily carried on as a business	B-1 B-2	C/I	R-1 R-2 R-3 R-4 R-5
College or university, provided that they are located on a lot fronting on an arterial street or road and that no building is located within 100 feet of any property line		B-1 B-2 B-3	R-1 R-2 R-3 R-4 R-5
College sorority or fraternity house		B-1 B-2 B-3	R-1 R-2 R-3 R-4 R-5
Communications Towers		C/I	B-2
Concrete and concrete products manufacture; need not be enclosed within a structure	C/I		
Contractor's storage yard for vehicles, equipment, materials and supplies; need not be enclosed within a structure, but must be enclosed within a solid fence to screen view; chain link or similar open fence may be permitted if a screen planting adequate to obstruct the view is provided	B-2 C/I		
Convenience Store	B-2	B-1	
Correctional, detention or penal institution			B-2 C/I

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Dairy equipment sales	B-2 C/I	DELETED	
Dairy products sales	B-1 B-2		
Delicatessen	B-1 B-2		
Department store	B-2		
Dog pound; need not be enclosed within a structure	C/I	B-2	
Drive-in restaurant	B-2	B-1	
Drug Store	B-1 B-2		
Dry cleaning shop, including self- service	B-1 B-2		
Dry goods or fabric store	B-1 B-2		
Dwelling, one-family	R-1 R-2 R-3 R-4		
Dwelling, two-family	R-4		
Dwelling, multi-family	R-4		
Electric power generating plant		DELETED	
Electric power substation; need not be enclosed within a structure, but must be secured by a chain link or similar fence, or raised above ground so as to be inaccessible to unauthorized persons; requires visual screen in most districts		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/1 GC C-2	B-2 C/I
Electric repair shop	B-2 C/I		
Electric Supply Store	B-2 C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Elevator maintenance service	B-2 C/I		DELETED
Employee credit union office	B-1 B-2 B-3		
Exterminator service office	B-2 C/I	B-1	DELETED
Farm and garden equipment and supply store	B-2 C/I		
Farmers' markets	B-2 C/I		
Fix-it shop, including small appliance repair	B-1 B-2 C/I		DELETED
Floor covering sales and service	B-1 B-2 C/I		
Floral shop	B-1 B-2		
Food locker plant including rental of lockers for the storage of food; cutting and packaging of meats and game, but not the slaughtering of animals or fowl.	B-2 C/I		DELETED
Food products processing plant	B-2 C/I		
Food products, wholesale storage and sales	B-2 C/I		
Freight depot, railway or truck	C/I	B-2	
Fruit and produce, retail	B-1 B-2		
Funeral home, mortuary or undertaking establishment	B-1 B-2		DELETED
Furniture and home furnishing store, including office furniture and equipment	B-2 C/I		
Furniture repair, including upholstering and refinishing	B-2 C/I		DELETED

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2	
Gas regulator station			
Gift shop	B-1 B-2		
Grocery store, retail	B-1 B-2		
Gymnasium, commercial	B-1 B-2		
Hardware store, retail, wholesale, storage and sales	B-1 B-2		
Hatchery, poultry or fish	C/I	DELETED	
Heating and plumbing equipment, supplies and service	B-2 C/I		
Hobby shop and supply store	B-1 B-2 C/I		
Home occupation	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3	DELETED	
Hospital, clinic, convalescent or nursing home, extended care facility or sanitarium for humans		B-1 B-2 B-3	R-1 R-2 R-3 R-4 R-5
Hotel	B-2	B-1	
Extended stay hotel facility	B-2		
Motel	B-2	B-1	
Ice cream parlor	B-1 B-2		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Ice plant	C/I	DELETED	
Industrial park	C/I		
Innovative design developments		R-4	
Institution for children or the aged, day care			R-1 R-2 R-3 R-4 R-5 B-1 B-2
Interior decorating shop	B-1 B-2		
Junk yard including storage, baling or sale of rags, paper, iron or junk; need not be enclosed within a structure but must be enclosed within a fence of sufficient height to obstruct view and noise; chain link or similar fence may be permitted if screen planting is provided.	C/I		
Kindergarten, play school or day care center, public or private, provided that all activities are carried on in an enclosed building or fenced yard and that all applicable federal, state and local requirements are met.			R-1 R-2 R-3 R-4 R-5 B-1 B-2
Laboratory, scientific	C/I		B-2
Laboratory, medical or dental	B-1 B-2 C/I		
Landscape garden sales; need not be enclosed within a structure	B-1 B-2 C/I		
Laundry, self-service	B-1 B-2	R-4	DELETED
Laundry, and dry cleaning pick- up station	B-1 B-2		
Laundry and dry cleaning plant	B-2 C/I		DELETED

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Laundry, linen supply or diaper service	B-2 C/I	DELETED	
Leather goods or luggage goods store	B-1 B-2		
Liquor, wine or beer sales not to be consumed on premises and meeting local and state requirements.	B-1 B-2		
Library	R-1 R-2 R-3 R-4 R-5 B-1 B-2	DELETED	
Loan office	B-1 B-2		
Locksmith	B-1 B-2	DELETED	
Lodging and tourist homes			R-4 B-1 B-2
Lumber yards and building materials; need not be enclosed within a structure	B-2 C/I		
Machine Shop	C/I	B-2	
Machinery, tools and construction equipment, sales and service	C/I		B-2
Mail order house	B-2 C/I		
<ul style="list-style-type: none"> MANUFACTURING, REPAIR, OF A LIGHT INDUSTRIAL NATURE, ASSEMBLY OR INCLUDING, PROCESSING BUT NOT LIMITED ESTABLISHMENTS TO THE FOLLOWING: 			
Automobile assembly	C/I		
Clothing and garment manufacturing	C/I		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Food products processing and packaging	C/I	DELETED	
Glass products manufacturing	C/I		
Laboratories for testing materials, chemical analysis, photographic processing.	C/I		
Metal products manufacturing	C/I		
Millwork and similar wood products manufacturing	C/I		
Musical instruments and parts manufacturing	C/I		
Paper products manufacturing	C/I		
Plastics manufacturing	C/I		
Scientific, optical and electronic equipment—assembly and manufacturing	C/I		
Shipbuilding and repair yard; need not be enclosed within a structure	C/I		
Souvenirs and novelties manufacturing	C/I		
Surgical and dental supplies manufacturing	C/I		
Toy, sporting goods and athletic goods manufacturing	C/I		
Marine stores and supplies	B-2 C/I		
Manufactured Home	R-5	R-3 R-4	DELETED
Mobile Home and/or Mobile Home Park	R-5		
Mobile Home Subdivision	R-5		
Motorcycle sales, service, and repair	B-2 C/I		
Music store	B-1 B-2		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Natural preservation areas including bird and wildlife sanctuaries, nature and hiking trails		R-1 R-2 R-3 R-4 R-5 B-1 B-2	
News stand	B-1 B-2		
Night club, bar, tavern and cocktail lounge when separate from a restaurant	B-1 B-2		
Office buildings, general	B-1 B-2 C/I		
Office buildings, professional	B-1 B-2 B-3		
Office equipment and supplies, retail	B-1 B-2	DELETED	
Oil and gas exploration and production activities			R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I C-2 GC
Optician	B-1 B-2 B-3		
Paint and wallpaper store	B-1 B-2 C/I		
Painting and decorating contractor	B-2 C/I	DELETED	
Paper supplies, wholesale	B-2 C/I		
Pawn Shop	B-2		B-1
Pet shop	B-2		B-1
Photographic studio and/or processing	B-1 B-2		

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Picture framing and/or mirror silvering	B-2	C/I	B-1
Planned Unit Development, fixed dwelling		R-1 R-2 R-3 R-4	DELETED
Planned Unit Development, mobile home		R-5	
Plastic fabrication	C/I	B-2	
Plumbing shop	B-1 B-2 C/I		
Police substation, including Highway Patrol		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2	
Post office		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2	
Printing, blueprinting, bookbinding, photostating, lithographing and publishing establishment.	B-1 B-2 C/I		
Public utility production and maintenance buildings with proper screening		B-1 B-2 C/I	
Public utility substation with proper screening		R-1 R-2 R-3 R-4	

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
		R-5	DELETED
Public utility substation with proper screening (continued)		B-1 B-2 B-3 C/I	
Radio and television antenna (amateur)	R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I	GC C-2	DELETED
Radio and television station and transmitting tower (commercial)		C/I	B-2
Racquetball or tennis courts, indoor		R-1 R-2 R-3 R-4 R-5 B-1 B-2 C/I GC C-2	
Roofing and sheet metal shop	C/I	B-2	
Rug and/or drapery cleaning service contained within a structure	C/I	B-2	DELETED
Sand and gravel storage yard; need not be enclosed within a structure	C/I	B-2	
Sawmill or planing mill	C/I	B-2	
Schools, public and/or private, elementary and/or secondary meeting the requirements of the education laws of the State of Alabama			R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Seafood store, retail	B-1 B-2		
Sewage disposal plant; need not be enclosed within a structure		B-2 C/I	DELETED
Shoe repair shop	B-1 B-2		
Shoe store, retail	B-1 B-2		
Sign shop	B-2 C/I		
Sporting goods store	B-1 B-2		
Stone monument sales, retail; may include cutting and processing merchandise sold at retail on the site; need not be enclosed within a structure	C/I	DELETED	B-2
Studio for dance or music	B-1 B-2		
Studio for professional work or teaching of fine arts such as photography, drama, speech and painting	B-1 B-2		
Surgical or dental supplies retail	B-2 C/I		
Tailor shop	B-1 B-2		
Taxi dispatching station	B-1 B-2	DELETED	
Taxi terminal, storage and repair of vehicles	B-2 C/I		
Taxidermy shop	B-1 B-2 C/I		
Teen club or youth center			R-1 R-2 R-3 R-4 R-5 B-1 B-2

SECTION 35-3 PERMITTED USES & CONDITIONS	Right	Planning Commission Approval	Special Exception BZA Approval
Telephone exchange			DELETED
		R-1 R-2 R-3 R-4 R-5 B-1 B-2 B-3 C/I GC C-2	
Telephone equipment storage including shops and garage; need not be enclosed within a structure but must provide adequate screening	B-2 C/I		
Temporary uses, including revival tents, sale of Christmas trees, carnivals, sale of seasonal fruit and vegetables from roadside stands, and similar uses, for a period not to exceed four (4) weeks in any calendar year	B-1 B-2		
Theater, indoor	B-2	B-1	
Tires, batteries and other automotive accessories sales establishments	B-2 C/I		
Tobacco store	B-1 B-2		
Tourist Home			R-4 B-1 B-2
Toy Store	B-1 B-2		
Trade school or college			DELETED
Transit vehicle storage and servicing; need not be enclosed within a structure		B-2 C/I	
Variety Store	B-1 B-2		
Veterinary service	B-2		DELETED

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: January 26, 2026
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development *AJ*
SUBJECT: Joseph A. Allegri Jr Properties II, LLC, Jerry Volovecky Sr, Louise Volovecky and SE Family Limited Partnership Annexation Petition

PRESENT ZONING: B-3, General Business, and RA, Rural Agricultural, Baldwin County District 15

LOCATION: Northwest of County Road 64 and Alabama Highway 181

RECOMMENDATION: At the January 22, 2026 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. Annexation Petition
3. Legal Description (Exhibit A)
5. Boundary Survey (Exhibit B)

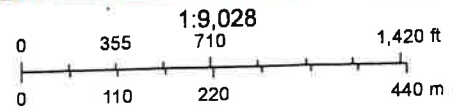
JOSEPH A. ALLEGRI, JR. PROPERTIES, II, LLC
JERRY VOLOVECKY, SR
LOUISE VOLOVECKY
SE FAMILY LIMITED PARTNERSHIP

ANNEXATION PETITION

Allegri, Volovecky, SE Family Partnership



December 4, 2025



KCS, Pictometry

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JOSEPH A. ALLEGRI, JR. PROPERTIES, II, LLC; JERRY VOLOVECKY, SR; LOUISE VOLOVECKY; SE FAMILY LIMITED PARTNERSHIP

ANNEXATION REQUEST

The applicant proposes to annex the subject properties into the corporate limits. The site meets the contiguity requirement because it abuts two road rights-of-ways inside the Daphne corporate limits (Alabama State Route 181 (Highway 181) and County Road 64).

RECOMMENDATION

The Comprehensive Plan encourages expansion and annexation of land contiguous to the existing corporate limits. The subject property is located within Priority Expansion Area 1.

The Planning Commission and staff recommends approval of the request to annex this property.

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

AUTHORIZATION LETTER

DATE: October 16, 2025

DEAR CITY OF DAPHNE COMMUNITY DEVELOPMENT,

I, ALLEGRI, JOSEPH A JR PROPERTIES II L L C
OWNER OF RECORD

HEREBY AUTHORIZE Charles Trotman
NAME OF AUTHORIZED AGENT

The Trotman Company, Inc.
(COMPANY NAME)

TO REPRESENT ME AND TO ACT ON MY BEHALF WITH REGARD TO A REQUEST FOR
ANNEXATION
TYPE OF APPLICATION OR REQUEST

THIS AUTHORIZATION SHALL BE VALID FOR A PERIOD OF SIX MONTHS OR AS STATED BELOW:

TIMEFRAME

SINCERELY, _____

NAME & SIGNATURE OF ADDITIONAL OWNERS (AS NOTED ON THE RECORDED DEED)

Joseph A. Allegri, Jr.
PRINTED NAME

Joseph A. Allegri Jr. 11-12-25
SIGNATURE *DATE*

PRINTED NAME

SIGNATURE *DATE*

SIGNATURE OF AUTHORIZED AGENT: _____
DATE

EXHIBIT A

A parcel of land situated in the South one-half of the Southeast one-quarter of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama being more particularly described as follows:

BEGIN at a found 1/2 inch rebar marking the Southeast corner of Lot 1 according to Volovecky Split (A Baldwin Couth Family Split Exempt Subdivision) as recorded in Slide 0002586-D in the Office of the Judge of Probate, Baldwin County, Alabama and lying on the West right-of-way of State Highway 181; thence leaving said Lot 1 run South 00 degrees 21 minutes 12 seconds East along said right-of-way for a distance of 509.93 feet to a found concrete monument lying on said right-of-way; thence run South 15 degrees 48 minutes 33 seconds East along said right-of-way for a distance of 54.74 feet to a found concrete monument lying on said right-of-way; thence leaving said right-of-way run North 88 degrees 54 minutes 29 seconds West for a distance of 187.99 feet to a found capped rebar stamped Fairhope; thence run South 00 degrees 04 minutes 35 seconds West for a distance of 224.97 feet to a found capped rebar lying on the North right-of-way of County Road 64; thence run North 89 degrees 36 minutes 46 seconds West along said right-of-way for a distance of 1396.57 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on said right-of-way; thence leaving said right-of-way run North 00 degrees 23 minutes 14 seconds East for a distance of 785.49 feet to a set 5/8 inch capped rebar stamped CA-560LS lying on the South line of said Lot 1; thence run South 89 degrees 36 minutes 02 seconds East along said South line for a distance of 1567.76 feet to the POINT OF BEGINNING. Said parcel contains 1,193,213 sq. feet or 27.39 acres, more or less.

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JONES
Filed/ser. 1/22/2008 9:48 AM
DEED TAX \$ 157.50
TOTAL \$ 173.50
2 Pages

1096096



STATE OF ALABAMA
COUNTY OF BALDWIN

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That JOSEPH A. ALLEGRI, JR., a single man, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to him by the JOSEPH A. ALLEGRI, JR., PROPERTIES II, LLC, an Alabama limited liability company, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, subject to any matters set out below, the following described real estate situated in Baldwin County, Alabama, viz:

The South 50 acres of the South half of the Southeast quarter of Section 15, Township 5 South, Range 2 East;

LESS and EXCEPT:

Start at the South West corner of the South West quarter of the South East quarter of Section Fifteen (15), Township Five (5) South of Range Two (2) East; thence run North 626 & 13/100 feet, thence East 417 & 42/100 feet, thence South 626 & 13/100 feet, thence West 417 & 42/100 feet to place of beginning, containing six acres, and known as the Italian Colony Cemetery;

and LESS and EXCEPT:

Commence at the Southeast corner of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama; run thence North 89-46-00 West, 440.00 feet to a point; run thence North, 40 feet to a point on the north right-of-way line of County Road 64 for the point of beginning of the property herein described; continue thence North, 300.00 feet to a point; run thence South 89-46-00 East, 350.00 feet to a point on the proposed widened west right-of-way line of State Highway 181; run thence South, along said west right-of-way line, 26.65 feet to a point (station 672+00); run thence South 15-54-07 East, along said west right-of-way line, 54.75 feet to a point (station 671+47.41); run thence South, along said west right-of-way line, 130.76 feet to a point (station 670+16.65); run thence southwestwardly, following a curve to the right having a radius of 90.00 feet, an arc distance of 141.01 feet (chord: South 45-07-00 West, 127.02 feet) to a point on the north right-of-way line of County Road 64; run thence North 89-46-00 West, 275.00 feet to the point of beginning; containing 2.4553 acres, more or less.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns,
FOREVER.

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: J. A. Jr.

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: J. A. Jr.

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

Initials: J. A. Jr.

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: J. A. Jr.

SELECT ONE OF THE FOLLOWING OPTIONS

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: J. A. Jr.

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 12th day of November 2025

Legal Description Attached (Exhibit A)? _____ Map or Survey Attached (Exhibit B)? _____
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? _____ Acreage Annexed acreage: 27.39
Subdivision Name Lot 1 of Allegri Addition to Daphne Road Lot Number(s) 1

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

Signature: Joseph A. Allegri, Jr. Signature: _____

Printed Name Joseph A. Allegri, Jr. Printed Name: _____

Mailing Address: 10032 County Road 64 Mailing Address: _____
Daphne, AL 36526



ANNEXATION APPLICATION SUPPLEMENTAL LIST

- A. The applicant must attach deed(s) covering the entire subject property. If the applicant is not the current owner, then a signed statement allowing the applicant to act as an “authorized agent” must be provided.
- B. The applicant must provide a plat or certified survey of the subject property, including a written legal description matching the area to be annexed (Tax ID# may not be used as a legal description). The legal description must be also submitted in Word format via email or on cd. Applicant must sign a statement certifying that the submitted legal description accurately represents his/her request.
- C. The following list of supplemental information shall accompany the annexation petition at time of submittal:

- 1. **Application** signed by current property owner
- 2. **Letter of authorization** (authorization allowing the agent/representative to act on the owner’s behalf)
- 3. Recorded **warranty deed** of the entire subject property as proof of ownership of the property
- 4. Copy of **current certified survey** as performed by an Alabama licensed surveyor. (As built drawings of the subject property will not be accepted in lieu of a certified survey). Appropriateness and acceptance is subject to the director’s review of the survey in terms of age, improvements, etc.
- 5. **Legal description** of the area to be rezoned (provide 8½ x 11 copy and an electronic version may be submitted via e-mail) entitled “Exhibit A”
- 6. **Map** of property which illustrates present and proposed zoning (8-½ x 11, 11 x17 and 24x36 copies and a PDF) entitled “Exhibit B.” The boundary survey may be used as “Exhibit B.”
- 7. Optional: copies of **conceptual site layout** (8-½ x 11, 11 x17 and 24x36 copies and a PDF) entitled “Exhibit C.”
- 8. A **transmittal letter** should be provided to ensure that all items have been provided

Submitted by: Charlie Lotman
Owner or Authorized Agent

Received by: _____
Planning Coordinator

Office use only	Date Submitted:	
	Date Processed:	
	Application#:	Complete at submittal: Yes / No

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

The undersigned corporation, ALLEGRI, JOSEPH A JR PROPERTIES II L L C, files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, Lot 1 of Allegri Addition to Daphne Road, 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, ALLEGRI, JOSEPH A JR PROPERTIES II L L C, 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: Comprehensive Plan Amendment

5 Code: This Petition is filed pursuant to the provisions of Article 21, Chapter 12, Title 11, Code of Alabama, 1975, as amended

DATED this 12th day of November, 2025

Respectfully submitted,

ALLEGRI, JOSEPH A JR PROPERTIES II L L C

Name of Corporation

By Joseph A. Allegri, Jr.
Joseph A. Allegri, Jr.
Its General Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Mary Margaret Kinney, the undersigned Notary Public in and for said county and state, hereby certify that Joseph A. Allegri, Jr. whose name as General Manager of Joseph A. Allegri, Jr. Properties II 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 12th day of November, 2025

Mary Margaret Kinney
NOTARY PUBLIC

My commission expires 03-28-2026

Corporation's Address

10032 County Road 64

Daphne, AL 36526



STATE OF ALABAMA

WARRANTY DEED

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS by a document recorded in Real Property Book 85 Page 1248, et seq., in the Office of the Judge of Probate of Baldwin County, Alabama, Louise A. Volovecky, Jerry Volovecky, and Agnes Allegri granted, bargained, sold and conveyed, inter alia, unto JOSEPH A. ALLEGRI, JR., the following real property situated in Baldwin County, Alabama:

the South 50 acres of the South half of the Southeast quarter of Section 15, Township 5 South, Range 2 East; and

WHEREAS, a Scrivener's Error Affidavit dated March 1, 2007 and recorded as Instrument Number 1034935 in the Office of the Judge of Probate of Baldwin County corrected the first paragraph of the afore-described document; and

WHEREAS, by Warranty Deed dated January 21, 2008 and recorded as Instrument Number 1096096 in the Office of the Judge of Probate of Baldwin County, Alabama, the said JOSEPH A. ALLEGRI, JR, granted, bargained, sold and conveyed said real property to JOSEPH A. ALLEGRI, JR., PROPERTIES II, LLC, an Alabama limited liability company

LESS and EXCEPT:

Start at the South West corner of the South West quarter of the South East quarter of Section Fifteen (15), Township Five (5) South of Range Two (2) East; thence run North 626 & 13/100 feet, thence East 417 & 42/100 feet, thence South 626 & 13/100 feet, thence West 417 & 42/100 feet to place of beginning, containing six acres, and known as the Italian Colony Cemetery;

and LESS and EXCEPT:

Commence at the Southeast corner of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama; run thence North 89-46-00 West, 440.00 feet to a point; run thence North, 40 feet to a point on the north right-of-way line of County Road 64 for the point of beginning of the property herein described; continue thence North, 300.00 feet to a point; run thence South 89-46-00 East, 350.00 feet to a point on the proposed widened west right-of-way line of State Highway 181; run thence South, along said west right-of-way line, 26.65 feet to a point (station 672+00); run thence South 15-54-07 East, along said west right-of-way line, 54.75 feet to a point (station 671+47.41); run thence South, along said west right-of-way line, 130.76 feet to a point (station 670+16.65); run thence

1518954
BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 6/17/2015 3:28 PM
DEED TAX \$ 347.50
TOTAL \$ 867.50
3 Pages

southwestwardly, following a curve to the right having a radius of 90.00 feet, an arc distance of 141.01 feet (chord: South 45-07-00 West, 127.02 feet) to a point on the north right-of-way line of County Road 64; run thence North 89-46-00 West, 275.00 feet to the point of beginning; containing 2.4553 acres, more or less; and

WHEREAS, JOSEPH A. ALLEGRI, JR., as Grantor intends to convey unto JOSEPH A. ALLEGRI, JR., PROPERTIES I, LLC, an Alabama limited liability company, a portion of said property excepted from conveyance in Instrument Number 1096096

NOW, therefore, I, JOSEPH A. ALLEGRI, JR., a single man, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to him by JOSEPH A. ALLEGRI, JR., PROPERTIES I, LLC, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, grant, bargain, sell, and convey and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the Grantee, subject to any matters set out below, the following described real estate situated in Baldwin County, Alabama, viz:

Commence at the Southeast corner of Section 15, Township 5 South, Range 2 East, Baldwin County, Alabama, thence run North 40 feet; thence run North 89° 46' West 265 feet to the point of beginning. Continue North 89° 46' West 175 feet more or less; thence run North 300 feet; thence run South 89° 46' East 440 feet more or less; thence run South 75 feet more or less; thence run North 89° 46' West 265 feet; thence run South 225 feet to point of beginning SUBJECT TO the right-of-way easement in use as part of Baldwin County Highway 27 (Alabama Highway 181) over and across the East margin of the property.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, FOREVER.

And, except for any matters set forth above and taxes hereafter falling due, the Grantor, for himself and its heirs, executors and administrators, hereby covenants and warrants with and unto the Grantee, his successors and assigns, that he is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that he has a good right to sell and convey the same as herein conveyed; that he will guarantee the peaceable possession thereof and he will and his heirs, executors and administrators shall forever warrant and defend the same unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

16 IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on this the
day of JUNE 2015.

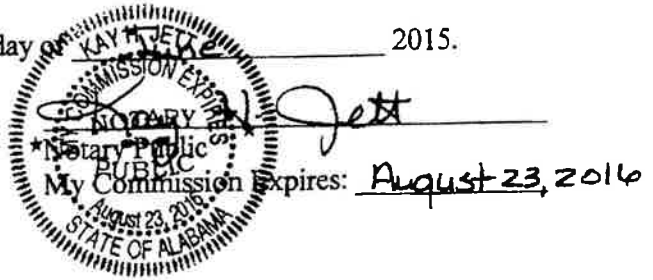
Joseph A. Allegri, Jr.
JOSEPH A. ALLEGRI, JR.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Kay H. Jett, a Notary Public, in and for said County in said State, hereby certify that JOSEPH A. ALLEGRI, JR., whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 16th day of July 2015.



GRANTOR'S ADDRESS:
10032 County Road 64
Daphne, Alabama 36526

GRANTEE'S ADDRESS:
10032 County Road 64
Daphne, Alabama 36526

PROPERTY ADDRESS:
State Highway 181
Daphne, Alabama 36526

This instrument prepared by:

CAROLYN M. DOHN of

STONE, GRANADE & CROSBY, P.C.
Attorneys at Law
8820 U.S. Highway 90
Daphne, Alabama 36526
(251) 626-6696
00362732

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, Jerry Volovecky, Jr., files this petition with the Clerk of the City of Daphne requesting the property hereafter described, commonly referred to as, Lot 1-B of Replat of Lot 1 Volovecky Split Subdivision, 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.

Jerry Volovecky, Jr. for
VOLOVECKY, JERRY SR ETAL
VOLOVECKY, LOUI AND SE
FAMILY LIMITED PARTNERSHIP

3. **Owner:** The petitioner, Jerry Volovecky, Jr. for VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP, 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: Comprehensive Plan Amendment

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 12th day of November 2025

Respectfully submitted by

Jerry Volovecky, Jr.
Name of Owner (Print)
Jerry Volovecky Jr.
Name of Owner (Signature)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Mary Margaret Kinney, the undersigned Notary Public in and for said county and state, hereby certify that Jerry Volovecky 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 12th day of November 2025

Mary Margaret Kinney
NOTARY PUBLIC
My commission expires 03/28/2026

Owner's Address

10130 VOLOVECKY DR

DAPHNE, AL 36526



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 JVJ

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 JVJ

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

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 JVJ

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 JVJ

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 12th day of November, 2025

Legal Description Attached (Exhibit A)? _____ Map or Survey Attached (Exhibit B)? _____
Recorded Subdivision Plat OR Preliminary/Final Subdivision plat approved by Planning Commission Attached (Exhibit C)? _____ Acreage 4.37
Subdivision Name Lot 1-B of Replat of Lot 1 Volovecky Lot Number(s) 1
Split Subdivision

Names and Signature of ALL property owners:

Signature Jerry Volovecky, Jr. Signature _____

Printed Name Jerry Volovecky, Jr. Printed Name _____

Mailing Address 10139 VOLOVECKY DR DAPHNE, AL 36526 Mailing Address _____



ANNEXATION APPLICATION SUPPLEMENTAL LIST

- A. The applicant must attach deed(s) covering the entire subject property. If the applicant is not the current owner, then a signed statement allowing the applicant to act as an "authorized agent" must be provided.
- B. The applicant must provide a plat or certified survey of the subject property, including a written legal description matching the area to be annexed (Tax ID# may not be used as a legal description). The legal description must be also submitted in Word format via email or on cd. Applicant must sign a statement certifying that the submitted legal description accurately represents his/her request.
- C. The following list of supplemental information shall accompany the annexation petition at time of submittal:

- 1. **Application** signed by current property owner
- 2. **Letter of authorization** (authorization allowing the agent/representative to act on the owner's behalf)
- 3. Recorded **warranty deed** of the entire subject property as proof of ownership of the property
- 4. Copy of **current certified survey** as performed by an Alabama licensed surveyor. (As built drawings of the subject property will not be accepted in lieu of a certified survey). Appropriateness and acceptance is subject to the director's review of the survey in terms of age, improvements, etc.
- 5. **Legal description** of the area to be rezoned (provide 8½ x 11 copy and an electronic version may be submitted via e-mail) entitled "Exhibit A"
- 6. **Map** of property which illustrates present and proposed zoning (8-½ x 11, 11 x17 and 24x36 copies and a PDF) entitled "Exhibit B." The boundary survey may be used as "Exhibit B."
- 7. Optional: copies of **conceptual site layout** (8-½ x 11, 11 x17 and 24x36 copies and a PDF) entitled "Exhibit C."
- 8. A **transmittal letter** should be provided to ensure that all items have been provided

Submitted by: Charlie Tolman
Owner or Authorized Agent

Received by: _____
Planning Coordinator

Office use only	Date Submitted:	
	Date Processed:	
	Application#:	Complete at submittal: Yes / No

AUTHORIZATION LETTER

DATE: October 1, 2025

DEAR CITY OF DAPHNE COMMUNITY DEVELOPMENT,

I, VOLOVECKY, JERRY SR ETAL VOLOVECKY, LOUI AND SE FAMILY LIMITED PARTNERSHIP
OWNER OF RECORD

HEREBY AUTHORIZE Charles Trotman
NAME OF AUTHORIZED AGENT

The Trotman Company, Inc.
(COMPANY NAME)

TO REPRESENT ME AND TO ACT ON MY BEHALF WITH REGARD TO A REQUEST FOR
ANNEXATION
TYPE OF APPLICATION OR REQUEST

THIS AUTHORIZATION SHALL BE VALID FOR A PERIOD OF SIX MONTHS OR AS STATED BELOW:

TIMEFRAME

SINCERELY, _____

NAME & SIGNATURE OF ADDITIONAL OWNERS (AS NOTED ON THE RECORDED DEED)

Jerry Volovecky, Jr.
PRINTED NAME

Jerry Volovecky, Jr. 11/12/2025
SIGNATURE *DATE*

PRINTED NAME

SIGNATURE *DATE*

SIGNATURE OF AUTHORIZED AGENT: _____
DATE

EXHIBIT A

Lot 1-B, Replat of Volovecky Split Subdivision, according to the plat thereof, as recorded on Slide 0003046-C in the

Office of the Judge of Probate of Baldwin County, Alabama.

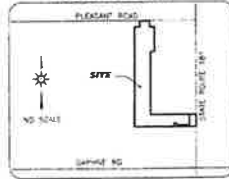
NOTES

1. According to the Flood Insurance Rate Map (FIRM) for Baldwin County, Alabama (map number 100500359M, dated April 19, 2019), all of the subject property lies within Zone 2, defined as "Area Determining to be outside the 0.2% annual chance floodplain."
2. The purpose of the survey is to create 2 lots from 1 lot according to Volovecky Split Subdivision as recorded in Case 0002386-D in the Office of Judge of Probate, Baldwin County, Alabama.
3. Right-of-way and easings shown herein are based on Transferor Manifestation of Easement - Alabama West Zone - HD 83, adopted 2011, using Curve Placement System (CPS) and derived by BWC, using the Alabama Department of Transportation GPS Network (AAS) Network (AAS).
4. Any future subdivision or placement of lots shall comply with the setback requirements of the Subdivision Regulations of Baldwin County, Alabama, which may include recording a wetland delineation and USACE Jurisdictional Determination.
5. Ownership and maintenance responsibility of water bodies shall not become a County responsibility.

SITE DATA TABLE

1. ADDRESS IN TOTAL, 30.24 ACRES
2. SMALLEST LOT 3.8, 4.57 ACRES
3. TOTAL NUMBER OF LOTS 2
4. ALIQUOT FEET IN STREET, NO STREET PROPOSED
5. 3' NON-JURISDICTIONAL WETLANDS
6. FRONT 40'
7. SIDE 15'
8. REAR 42'
9. ZONING R-1
10. DENSITY 2.00 LOTS PER ACRE
11. 2' WETLAND/STREAM BUFFER, 100' NON-WETLAND PER 100' WETLAND HEIGHT
12. EXISTING SERVICE PROVIDER: PUBLIC UTILITIES
13. EXISTING UTILITY PROVIDER: SAINTE CATHERINE
14. TELEPHONE PROVIDER: AT&T
15. REMER UTILITY PROVIDER: BALDWIN COUNTY SMOG SERVICE
16. WATER UTILITY PROVIDER: BALDWIN COUNTY SMOG SERVICE
17. TO CORNER THE DEED AND LOCUS VOLOVECKY IS FAMILY LIMITED PARTNERSHIP, 11333 WILCOCKSON DR., CANNON, AL 36628
18. SUBDIVISION THE PROTECTOR CO., INC.
19. 2003 WILCOCKSON DRIVE DR. WHITWORTH A, 28117
20. NATURAL BUFFER FOR NON-ADJUNCTIONAL WETLANDS 3 FEET
21. AREAS WITHIN BUFFER ZONE SHALL NOT BE FILLER OF WETLANDS

VICINITY MAP



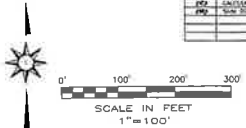
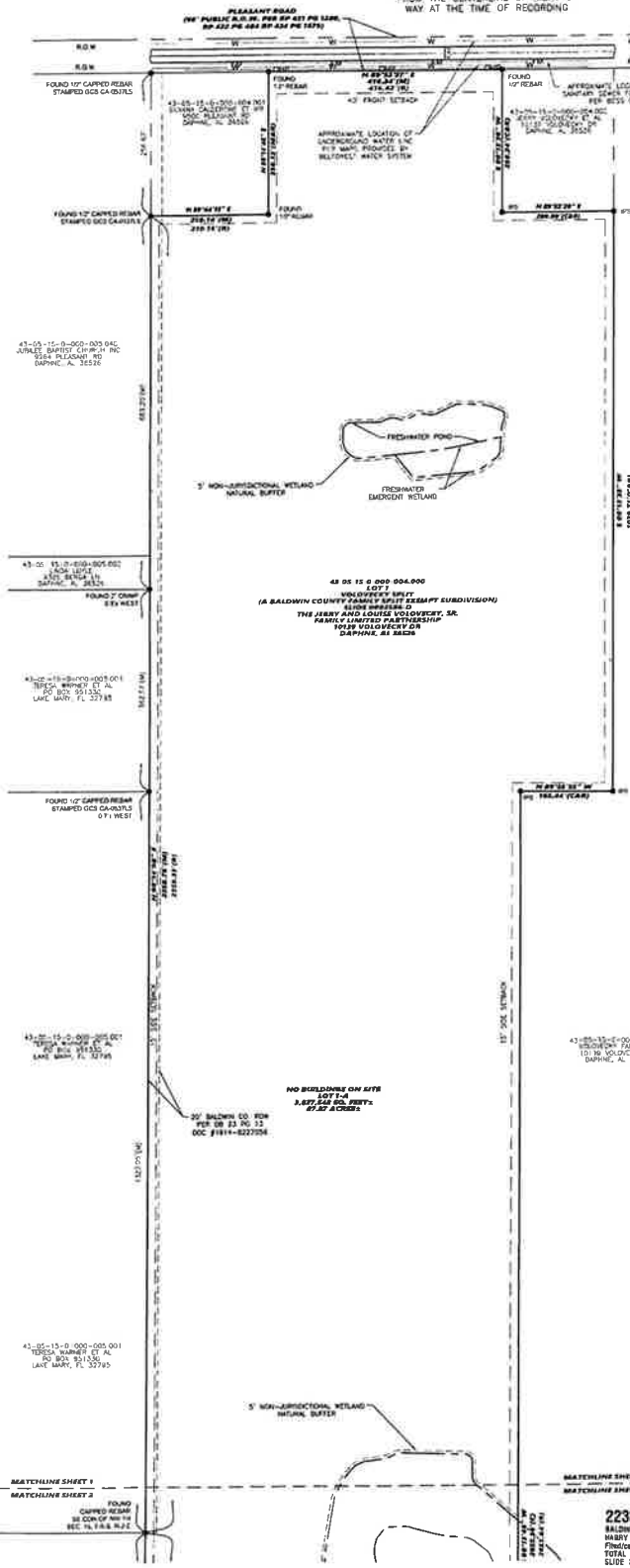
LEGEND

■	FOUND CONCRETE MONUMENT
●	IRON PIN FOUND
○	IRON PIN SET (6" P" REAR W/ CAP)
○	STAMPED 24-INCHES CALCULATED POINT
○	UTILITY POLE W/ JOINT
○	EXISTING POWER LINE
○	UTILITY SAND FENCE LINE
○	UNDERGROUND WATER LINE

ABBREVIATIONS

A.C.	AREA OF CONCERN	1/4"	TOWNSHIP 15 SOUTH
B.C.	BALDWIN COUNTY	1/4"	RANGE 2 EAST
C.S.	COURT REPORTER	1/4"	SECTION 15
D.S.	DEED	1/4"	LOT 1
E.S.	EXEMPT SUBDIVISION	1/4"	LOT 1
F.S.	FLOOD INSURANCE RATE MAP	1/4"	LOT 1
G.S.	GENERAL SURVEY	1/4"	LOT 1
H.S.	HIGHWAY SURVEY	1/4"	LOT 1
I.S.	INTERSECTION	1/4"	LOT 1
J.S.	JUDICIAL SALE	1/4"	LOT 1
K.S.	KINGDOM SURVEY	1/4"	LOT 1
L.S.	LAND SURVEY	1/4"	LOT 1
M.S.	MANUAL SURVEY	1/4"	LOT 1
N.S.	NATURAL SURVEY	1/4"	LOT 1
O.S.	ORIGINAL SURVEY	1/4"	LOT 1
P.S.	PLAT SURVEY	1/4"	LOT 1
Q.S.	QUAD SURVEY	1/4"	LOT 1
R.S.	RECORD SURVEY	1/4"	LOT 1
S.S.	SECTION SURVEY	1/4"	LOT 1
T.S.	TOWNSHIP SURVEY	1/4"	LOT 1
U.S.	UNDEVELOPED SURVEY	1/4"	LOT 1
V.S.	VOLUNTARY SURVEY	1/4"	LOT 1
W.S.	WARRANT SURVEY	1/4"	LOT 1
X.S.	EXEMPT SUBDIVISION	1/4"	LOT 1
Y.S.	YIELD SURVEY	1/4"	LOT 1
Z.S.	ZONING SURVEY	1/4"	LOT 1

HCS ALONG PLEASANT ROAD IS 30 FEET FROM THE CENTERLINE OF RIGHT OF WAY AT THE TIME OF RECORDING



SURVEYOR'S CERTIFICATE AND DESCRIPTION OF PROPERTY
 STATE OF ALABAMA
 BALDWIN COUNTY
 I, Derek S. Meadows, a Licensed Surveyor of Baldwin County, Alabama, hereby certify that I have surveyed the property of the Jerry and Louise Volovecky, 5' Family Limited Partnership, situated in Baldwin County, Alabama, and described as follows:
 Lot 1 according to Volovecky Split (A Baldwin County Family Split Exempt Subdivision) as recorded in Case 0002386-D in the Office of the Judge of Probate, Baldwin County, Alabama.
 And that the plat or map contained herein is a true and correct map showing the subdivision into which the property described is divided along the length and bearings of each lot and easement, and the number and bearing of the streets, alleys and public grounds and giving the bearings, lengths, width and names of the streets, and more fully show the position of the land as situated to the Government Survey, and that permanent monuments have been placed at points marked thus (O-S-S-S-S) on certain corners. I further certify that no parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the practice of land surveying in the State of Alabama to the best of my knowledge, information, and belief. All measurements and calculations are contained in the public. This property is not subject to a mortgage.
 WITNESS my hand this 11th day of Dec., 2025.

Derek S. Meadows
 Surveyor
 Alabama License #23996

OWNER'S DECLARATION
 I, the Jerry and Louise Volovecky, 5' Family Limited Partnership, as proprietor(s), have caused the land embraced in this map to be surveyed, laid out and plotted to be known as a plat of Lot 1 according to Volovecky Split, a part of the East one-half of Section 15, Township 15 South, Range 2 East, Baldwin County, Alabama, and that the (Streets, Drives, Alleys, Easements, etc.) as shown on said plat are hereby dedicated to the use of the public.

Jerry Volovecky
 Jerry Volovecky

Luise Volovecky
 Luise Volovecky



State of Alabama
 Baldwin County
 I, Mary Margaret Kinney, Notary Public in and for said County, in said State, hereby certify that Jerry Volovecky, whose name is noted in the foregoing instrument, and who is known to me, acknowledged before me on this day that being advised of the contents of the instrument, executed the same voluntarily for and as the act of said corporation.
 Given under my hand and official seal this 11th day of Dec., 2025.

Mary Margaret Kinney
 Notary Public
 My Commission Expires 03-28-2026

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER
 The undersigned, as County Engineer of Baldwin County, Alabama, hereby approves the within plat for the recording of the same in the Probate Office of Baldwin County, Alabama, this day of Dec., 2025.

Heath Coleman
 County Engineer

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION
 The undersigned, as a member of Baldwin County Planning and Zoning Commission, hereby certifies that all its members of the Planning and Zoning Commission have reviewed the within plat for the recording of the same in the Probate Office of Baldwin County, Alabama, this day of Dec., 2025.
 Baldwin County Planning and Zoning Commission
 By *Debra L. Taylor*
 Its Chairman

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY PLANNING DIRECTOR
 The undersigned, as Director of the Baldwin County Planning and Zoning Department, hereby approves the within plat for the recording of the same in the Probate Office of Baldwin County, Alabama, this day of Dec., 2025.

Debra L. Taylor
 Planning Director

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY E-911 ADMINISTRATOR
 The undersigned, as authorized by the Baldwin County E-911 Board, hereby approves the same as is depicted on the within plat and hereby approves the within plat for the recording of the same in the Probate Office of Baldwin County, Alabama, this day of Dec., 2025.

Robert L. Taylor
 Authorized Signatory

FINAL PLAT REPLAT OF LOT 1 VOLOVECKY SPLIT SUBDIVISION

BEING A REPLAT OF LOT 1 ACCORDING TO VOLOVECKY SPLIT (A BALDWIN COUNTY FAMILY SPLIT EXEMPT SUBDIVISION) AS RECORDED IN MAP BOOK 5 SLIDE 0002386-D IN THE OFFICE OF JUDGE OF PROBATE BALDWIN COUNTY, ALABAMA AND BEING LOCATED IN THE EAST ONE-HALF OF SECTION 15, TOWNSHIP 15 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

Prepared by:

GONZALEZ - STRENGTH & ASSOCIATES, INC.
 ENGINEERING, LAND PLANNING, & SURVEYING
 1550 WOODS OF RIVERCHASE DRIVE SUITE 200
 PRICHARD, ALABAMA 36136
 PHONE: (205) 842-5488
 FAX: (205) 842-9948
 www.gonzalez-strength.com

2233559
 BALDWIN COUNTY, ALABAMA
 MAP BOOK 5 SLIDE 0002386-D
 FILED IN 01/27/26 P.M.
 TOTAL 542.00 2 Pages
 SLIDE 2048

QUIT CLAIM DEED

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JONES
Filed/serl. 3/ 9/2009 9:52 AM
Deed 7m \$ 250.50
TOTAL \$ 372.50
2 Pages

1166173



STATE OF ALABAMA:
COUNTY OF BALDWIN:

KNOW ALL MEN BY THESE PRESENTS, that I, LOUISE VOLOVECKY, a married woman, the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, hereby acknowledged to have been paid to me by JERRY AND LOUISE VOLOVECKY, SR., FAMILY LIMITED PARTNERSHIP, the Grantee, do hereby REMISE, RELEASE, QUIT-CLAIM and CONVEY to the said Grantee all of my right, title, interest and claim in or to the following described real property, all of which is located in Baldwin County, Alabama to-wit:

North 30 acres of South half of Southeast quarter of Section 15, Township 5 South, Range 2 East;

West half of Northwest quarter of Southeast quarter of Section 15, Township 5 South, Range 2 East;

West half of Southwest quarter of Northeast quarter of Section 15, Township 5 South, Range 2 East;

West half of Northwest quarter of Northeast quarter of Section 15, Township 5 South, Range 2 East;

West half of West half of East half of Northwest quarter of Northeast quarter of Section 15, Township 5 South, Range 2 East;

West half of West half of Southwest quarter of Southeast quarter of Section 10, Township 5 South, Range 2 East.

This conveyance constitutes no part of the homestead interest of Grantor.

TO HAVE AND TO HOLD, unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, I have signed my hand and seal on this 9th day of

January, 2009.

Louise Volovecky
LOUISE VOLOVECKY, Grantor

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned Notary Public, in and for said State and County, hereby certify that **LOUISE VOLOVECKY**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and Notarial Seal on this 9th day of January, 2009.


NOTARY PUBLIC
My Commission Expires:



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 14, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Grantee's Address:

JERRY AND LOUISE VOLOVECKY, SR.,
FAMILY LIMITED PARTNERSHIP
10139 Volovecky Drive
Daphne, AL 36526

This instrument prepared by:

Robert M. Galloway, Esq.
**GALLOWAY, WETTERMARK, EVEREST,
RUTENS & GAILLARD, L.L.P.**
Post Office Box 16629
Mobile, Alabama 36616-0629
(251) 476-4493



EXHIBIT C

CIVIL & TRANSPORTATION ENGINEERING • LAND SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE • PIPELINE ENGINEERING & SURVEYING

November 18, 2025

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

Re: Transmittal Cover Letter – Daphne Corners Annexation

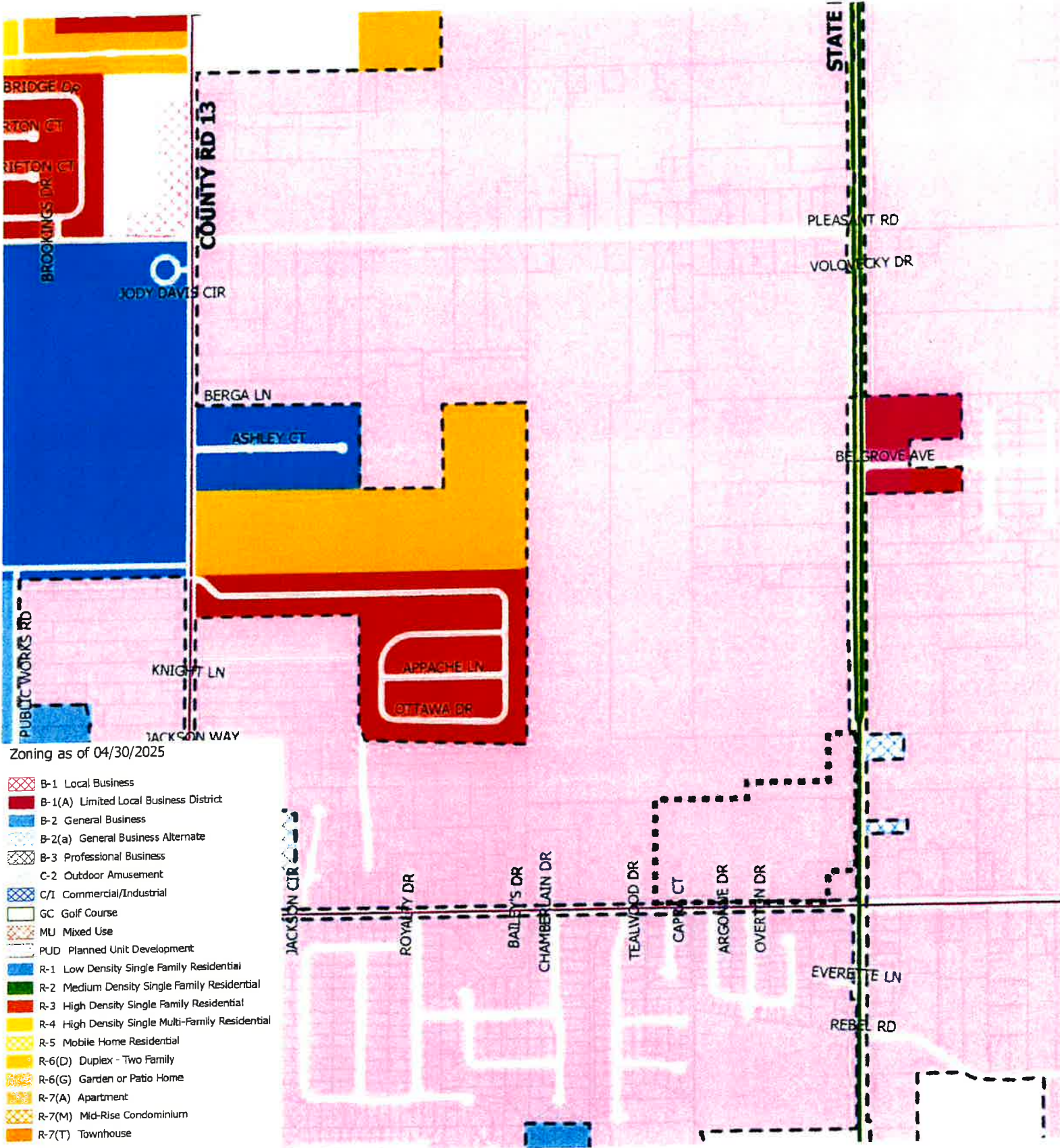
Dear Adrienne,

On behalf of Charles Trotman, Developer and Authorized Agent for Property Owners, Joseph Allegri, Jr. and Jerry Volovecky, Jr., we are submitting the applications for Comprehensive Master Plan Revision, Annexation, Rezoning and Comprehensive Plan Amendment for the upcoming December 2025 Planning Commission Public hearing. We have delivered to your department the signed application forms and all prescribed supplemental documents. The supplemental list is signed by the project manager as a testament thereof.

We appreciate the opportunity to collaborate during the review process. Please do not hesitate to contact us should any questions arise or if further clarification is needed. Thank you for your time and consideration.

Sincerely,
Mark Gonzalez, P.E.
President of Engineering
For Gonzalez-Strength & Associates, Inc.

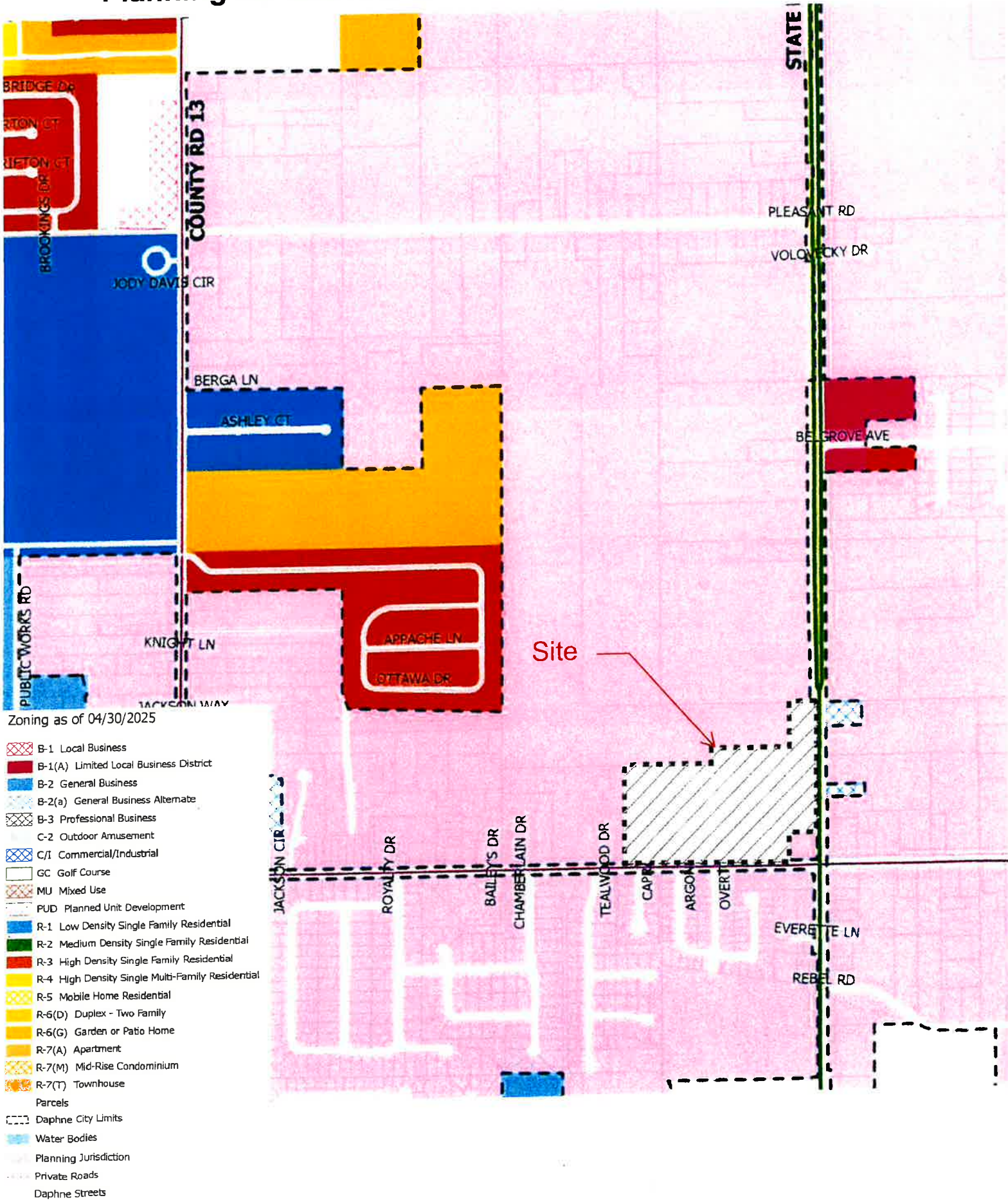
Current Zoning Map



Zoning as of 04/30/2025

- B-1 Local Business
- B-1(A) Limited Local Business District
- B-2 General Business
- B-2(a) General Business Alternate
- B-3 Professional Business
- C-2 Outdoor Amusement
- C/I Commercial/Industrial
- GC Golf Course
- MU Mixed Use
- PUD Planned Unit Development
- 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
- Parcels
- Daphne City Limits
- Water Bodies
- Planning Jurisdiction
- Private Roads
- Daphne Streets

Proposed Zoning Map Planning Jurisdiction to Planned Unit Development (PUD)



**CITY OF DAPHNE, ALABAMA
RESOLUTION 2026-04**

**A RESOLUTION AUTHORIZING A SPECIAL ECONOMIC DEVELOPMENT GRANT
AND PROJECT AGREEMENT BY AND BETWEEN THE CITY OF DAPHNE AND
TFH DAPHNE 2026, LLC.**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Daphne, Alabama (the “City”), as follows:

SECTION 1. The City Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and **TFH Daphne 2026, LLC**, an Alabama limited liability company (the “Company”), have agreed to the terms of that certain Special Economic Development Grant and Project Agreement to be dated the date of delivery (the “Agreement”), in the form attached hereto and incorporated herein as Exhibit A, for the purposes referenced therein.

(b) The Company intends to develop a boutique hotel project known as the “The Fortuna Hotel,” which will consist of the construction and operation of a 70-room (approximate, no less than 65 rooms) boutique hotel with a high-end restaurant (on a relative basis), bar, gym, courtyard, and event space, on certain real property consisting of approximately 2.00± acres, located within the City of Daphne near the intersection of Daphne Avenue and Guarisco Street (the “Project”).

(c) As part of the Project, it is expected that the Company will invest approximately Thirty Million Dollars (\$30,000,000) within the timelines as provided in the Agreement.

(d) In reliance on the Company’s representations of the capital investment by the Company and the development, performance, and operation of the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City has committed to make available to the Company certain incentives in the manner described in the Agreement, subject to applicable State and Federal laws and to certain payment and performance obligations of the Company as set forth in the Agreement. The City will make available to the Company up to Eight Million and NO/100 Dollars (\$8,000,000.00) (the “Incentive”) to reimburse the Company for costs and capital expenses incurred in developing, constructing, and equipping the Project.

(e) In order to provide the Incentive, the City shall issue a Limited Obligation Project Revenue Warrant (The Fortuna Hotel Project), Series 2026, issued in the aggregate amount of not to exceed Eight Million Dollars (\$8,000,000.00) (the “Warrant”) which shall be payable solely from the proceeds, if any, of the Special Pledged Taxes (as further defined in the Agreement), consisting of seventy-five percent (75%) of the sales and use tax, lodgings tax, and ad valorem tax levied by and paid to the City from business conducted in relation to the Project, or due to property owned, in the Project Site after the Commencement of Operations (as defined in the Agreement) through the Maturity Date (as defined in the Warrant), excluding any lodging tax levied by and paid to the City that is calculated on a dollar amount per night per room basis and (2) a waiver of certain City Fees (as defined in the Agreement) with respect to the permitting, approval,

development, construction, commissioning, fit-out, and operation of the Project to the maximum extent permitted by applicable law and subject to the terms and conditions as further set forth in the Agreement. Said Special Pledged Taxes shall be applied to the payment of the debt service on the Warrant until the earlier of (i) the date that is twenty five (25) years from the Incentive Commencement Date (as defined in the Agreement) or (ii) the Warrant is paid in full (i.e., \$8,000,000.00), and that any and all other taxes or revenues relating to the Project shall be retained by the City to be used for any lawful purposes.

(f) The Incentive will benefit the Company in consideration of the Company's development of the Project, subject to fulfillment by the Company of certain commitments as described in the Agreement.

(g) The City is authorized to do any of the actions or undertakings referenced in Section 94.01 of the Constitution of Alabama of 1901 (as amended) ("Section 94.01" or "Amendment 772").

(h) The City is authorized under Section 94.01 to grant public funds or things of value to or in aid of any private entity for the purpose of promoting the economic development of the City.

(i) Pursuant to and for the purposes of Section 94.01, it is necessary, desirable and in the public interest for the City to provide the Incentive to the Company as set forth in the Agreement.

(j) The provision of the Incentive to the Company for the purposes specified in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(k) (1) On January 23, 2026, the City caused to be published in *The Baldwin Times*, a newspaper in circulation in the City, the notice required by Section 94.01(d)(2).

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

SECTION 2. The City Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the City set forth in the Agreement; and

(b) the terms and provisions of the Agreement, in substantially the form submitted to the City Council.

SECTION 3. The Mayor is hereby authorized and directed to execute and deliver the Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Agreement and to attest the same.

SECTION 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this

Resolution and the Agreement and to duly and punctually observe and perform all agreements and obligations of the City under the Agreement.

SECTION 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby approved, or in connection with the preparation of the Agreement and the terms and provisions thereof, are hereby approved, ratified, and confirmed.

SECTION 6. All resolutions, orders, or parts of any thereof, of the City Council in conflict or inconsistent with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

SECTION 7. This Resolution shall take effect immediately.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS, THE ____ DAY OF FEBRUARY, 2026.

Robin LeJeune, Mayor

ATTEST:

Jessica Linne, Interim City Clerk

EXHIBIT A
Form of Special Economic Development Grant and Project Agreement
(attached)

SPECIAL ECONOMIC DEVELOPMENT GRANT AND PROJECT AGREEMENT

This SPECIAL ECONOMIC DEVELOPMENT GRANT AND PROJECT AGREEMENT (this “Agreement”) is made and entered as of February 2, 2026 (the “Effective Date”), by and between the CITY OF DAPHNE, ALABAMA, an Alabama municipal corporation (the “City”), and TFH DAPHNE 2026, LLC, an Alabama limited liability company (including its successors and permitted assigns, collectively, the “Developer”). City and Developer are each at times referred to herein as a “Party” and collectively the “Parties.”

Recitals

WHEREAS, the Developer controls certain real property owned by an affiliate of the Developer, consisting of approximately 2.00± acres, located within the City of Daphne, as more particularly described in Exhibit A attached hereto (the “Project Site”);

WHEREAS, the Developer intends to develop a boutique hotel project known as the “The Fortuna Hotel” on the Project Site, which will consist of the construction and operation of a 70-room (approximate, no less than 65 rooms) boutique hotel with a high-end restaurant (on a relative basis), bar, gym, courtyard, and event space meeting the requirements of this Agreement, including without limitation Section 4.01 of this Agreement (the “Project”) all of which are anticipated to generate significant economic activity and tax revenue for the City;

WHEREAS, the City has determined that providing economic incentives to support the Project will further the economic development goals of the City and promote the prosperity and welfare of its residents;

WHEREAS, pursuant to Amendment No. 750/772 of the Constitution of Alabama of 1901, as amended, (the “Enabling Law”) and other applicable law, the City is authorized to provide certain incentives to promote economic development;

WHEREAS, the City hereby finds and determines that the provision of the financial incentives for the Project set forth in this Agreement, being generally amounts equal to a portion of certain City-levied taxes at the Project and City-charged fees in relation to the Project, will further the economic development and prosperity of and employment opportunities within the City;

WHEREAS, the City hereby determines that the expenditure of public funds for the Project will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Developer; namely, augmentation of the tax base of the City; and the provision of valuable employment opportunities for residents of the City;

WHEREAS, the City shall take all steps required by Enabling Law, including public notice(s) and meeting(s), and shall cause the Warrant (as defined herein) and related obligations to be validated in the Circuit Court of Baldwin County, Alabama; and

WHEREAS, the City, acting pursuant to Enabling Law, finds and determines that waiving certain municipal permitting, application, plan review, inspection, development, business licensing and other municipal fees and charges related to the development, construction and operation of the Project serves a valid and sufficient public purpose and constitutes a lawful grant of a thing of value in support of economic development in accordance with Enabling Law; and the City agrees to waive such City Fees (as defined below) to the maximum extent permitted by law as further set forth herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the City and the Developer hereby agree as follows:

ARTICLE 1 **RECITALS AND DEFINITIONS**

The Parties hereby acknowledge and agree that the Recitals set forth above are true and correct in all material respects and are incorporated into and made a part of this Agreement by this reference as if fully set forth herein.

In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this Special Economic Development Grant and Project Agreement.

“**Annual Term**” means the period from January 1 to December 31 of the applicable calendar year.

“**City**” means the City of Daphne, Alabama.

“**City Fee**” means any and all municipal fees and charges imposed or collected by the City (or its departments) in connection with the approval, development, construction, commissioning, fit-out and operation of the Project, including permit, application, plan review, inspection, development /connection, building permit, right-of-way, sign, zoning/land use, certificate of occupancy, business license/tax receipt and other municipal fees and charges; excluding only (i) impact fees, if applicable and in effect, (ii) third-party pass-through charges imposed by another governmental entity or utility and required by non-waivable state law, and (iii) true user rates for ongoing utility consumption.

“**City Fee Waiver**” means the waiver of City Fees granted pursuant to Enabling Law and this Agreement.

“**Commence Construction**” or “**Commencement of Construction**” shall mean the first date that any physical site work is being performed, using appropriate equipment and manpower,

to develop and equip the Project and install necessary infrastructure to accomplish the objectives of the Project, including without limitation clearing, grading, demolition, excavation, installation of utilities, placement of footings or foundations, or other on-site construction activity.

“Commence Operations” or **“Commencement of Operations”** or **“Commencing Operations”** shall mean the first date that each of (a) the building(s) constructed for the Project has been issued a permanent or temporary certificate of occupancy following application therefor by the Developer from the appropriate governmental authority, (b) the Developer is operating the building(s) as the Project and (c) the Developer delivers to the City an officer’s certificate, in a form and substance satisfactory to the City, certifying that the Minimum Investment has occurred.

“Developer” means TFH Daphne 2026, LLC, and its successors and permitted assigns, including, without limitation, any affiliate of Developer, any lender, mortgagee, or beneficiary of a deed of trust, that acquires Developer’s interest in the Project, Project Site, or this Agreement by foreclosure, deed in lieu, assignment, or other transfer.

“Enabling Law” means Amendment No. 750/772 of the Constitution of Alabama of 1901, as amended.

“Incentive Commencement Date” means the first day of the calendar month following the month in which Commencement of Operations occurs.

“Minimum Investment” has the meaning set forth in Section 4.01 of this Agreement.

“Project” has the meaning set forth in the Recitals.

“Project Site” has the meaning set forth in the Recitals.

“Special Pledged Taxes” means seventy-five percent (75%) of the sales and use tax, lodgings tax, and ad valorem tax levied by and paid to the City from business conducted in relation to the Project, or due to property owned, in the Project Site after Commencement of Operations through the Maturity Date (as defined in the Warrants), excluding any lodging tax levied by and paid to the City that is calculated on a dollar amount per night per room basis (but not excluding any lodging tax based on a percentage of the charge of such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in relation to such rooms).

“Termination Date” means the earlier of (i) the twenty-fifth (25th) anniversary of the Incentive Commencement Date or (ii) the date on which the City has paid the Developer the full amount of \$8,000,000 in Special Pledged Taxes.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

SECTION 2.01 The City

The City is duly organized as a municipal corporation under the laws of the State of Alabama. The City represents that the City has the power and authority to enter into this Agreement, pursuant to the Enabling Law, and to carry out its obligations hereunder and by proper action the City has duly authorized the execution, delivery, and performance of this Agreement. The City has or shall perform all acts required by Enabling Law, including without limitation notice and public meeting requirement, to enter into this Agreement and validate this Agreement and the Warrant. Neither the authorization, execution and delivery of, nor the performance of, this Agreement by City, violates, constitutes a default under or a breach of (a) any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject; or (b) any law, judgment, decree, order, resolution, rule, regulation, consent or ordinance applicable to the City or any of its assets or properties. There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected or (iii) the subject matter of this Agreement. Except for approvals, resolutions, notices, ordinances or other actions or waiting periods already obtained, maintained or observed, as the case may be, no approval, resolution, hearing, notice, ordinance or other action or waiting period is required in order for the Agreement to constitute the legally binding obligation of the City. This Agreement, upon its execution and delivery, shall become the legally binding obligation of the City enforceable in accordance with its terms.

SECTION 2.02 The Developer

The Developer hereby represents as follows:

(a) The Developer is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Alabama and is duly qualified to do business in the State of Alabama.

(b) The Developer has the limited liability company power and authority to enter into this Agreement and to carry out its obligations hereunder and by proper limited liability company action the Developer has duly authorized the execution, delivery and performance of this Agreement.

(c) No consent or approval by, or filing with, any governmental authority in the State of Alabama is required for the execution or delivery of this Agreement by the Developer or for the full effectiveness or enforceability thereof under the laws of the State of Alabama.

(d) Except as otherwise disclosed in writing to City by Developer as of the date hereof and from time to time hereafter, there is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened in writing against or affecting the Developer, which involves the consummation of the transactions contemplated by, or the validity of, this Agreement.

ARTICLE 3

DURATION OF AGREEMENT

SECTION 3.01 General

This Agreement and the obligations of the City and the Developer herein shall become effective as of the Effective Date and shall remain in effect until the Termination Date, except with respect to any provision or term herein which expressly survives termination of this Agreement and remains in effect from and after the Termination Date.

SECTION 3.02 Early Termination by the City

The City shall have the right to terminate this Agreement early if the Developer fails to Commence Operations on or prior to August 1, 2030; provided, however, such deadline shall be extended automatically to the extent that the Developer is prevented or hindered from Commencing Operations due to any of the following causes beyond the Developer's reasonable control: (1) acts of God, storm, hurricane, tropical storm/depression, tornado, earthquake, or other natural disaster or extreme weather event, epidemic, pandemic, or other public health emergency, (2) flood, fire or explosion, (3) war, invasion, riot or other civil unrest, (4) governmental order or law, (5) actions, embargoes or blockades in effect on or after the date of this Agreement, (6) action by any governmental authority, (7) national or regional emergency, (8) strikes, labor stoppages or slowdowns or other industrial disturbances, (9) shortage of adequate power or transportation facilities, failure of power, interruption of utilities, or other infrastructure outages, or (10) any third-party challenge, protest, appeal, or litigation relating to the Project's land-use or development approvals, permits, or other governmental authorizations, or any action, proceeding, or litigation challenging this Agreement, its validation, and/or the issuance or validity of the Warrants. (a "Force Majeure Event"). Upon a Force Majeure Event, the affected Party shall provide written notice of the occurrence of the Force Majeure Event to the other Party and shall be entitled to an extension of any applicable deadlines under this Agreement for the period of delay actually caused thereby, with such deadline automatically extended in increments of thirty (30) days for as long as the Force Majeure Event continues or prevents or hinders performance by the Party. In no event shall a Force Majeure Event (i) constitute a default by Developer, (ii) serve as a basis for City's termination of this Agreement or reduction, suspension, or recapture of incentives, or (iii) shorten or otherwise impair the incentive term, incentive commencement, or any payment obligation of the City.

ARTICLE 4
AGREEMENTS AND OBLIGATIONS OF THE DEVELOPER

SECTION 4.01 Agreements of the Developer Regarding City Special Economic Development Grant Funds and City Fees

The Developer covenants and agrees with the City that Developer shall:

(a) Pay or provide for the costs of the Project and cause the Project to be constructed pursuant to the requirements of this Agreement. The Project will include a minimum investment (including without limitation amounts attributable the Project Site and/or land for the Project, soft costs, professional services costs, attorneys fees, financing or loan costs, insurance costs, development and construction costs, personal property costs, operational costs, and other costs or expenditures of Developer or its affiliates/principals associated with the Project, whether or not such amounts are financed, borrowed, advanced, or considered equity expenditures) by Developer in capital improvements and related Project costs of approximately Thirty Million Dollars (\$30,000,000) (the “Minimum Investment”). The Developer will Commence Construction of the Project by August 1, 2028, and will Commence Operations on or before August 1, 2030, subject to any extensions for one or more Force Majeure Event. An officer of the Developer will certify to the City, prior to receiving payment on the Warrant, that it has met the Minimum Investment and that Commencement of Operations has occurred. Notwithstanding the foregoing or anything herein to the contrary, in the event Developer provides reasonable documents or materials to the City to evidence the Minimum Investment has occurred in the approximate amount stated herein, such shall be conclusive evidence that Developer has made the Minimum Investment, and in any event, the City shall have no right to audit Developer’s records, financials, or materials related to the Minimum Investment.

(b) In the construction of the Project, comply with all regulations, rules and ordinances of the City with respect thereto.

(c) The Developer shall proceed with the development of the Project in a commercially reasonable manner and shall proceed on a commercially reasonable schedule as economic conditions allow or as otherwise determined by Developer in its reasonable discretion. For clarification purposes, the requirements for Commencement of Construction in Section 4.01(a), for Commencement of Operations in Section 4.01(a) and any other requirements for timing in this Agreement will control, subject to any extensions for one or more Force Majeure Event.

(d) In the development and operation of the Project, have The Fortuna Hotel as the anchor hotel of the Project. Notwithstanding the foregoing or anything herein to the contrary, Developer shall have the right, in its sole and absolute discretion at any time and from time to time, to enter into, modify, replace, or terminate any franchise, branding, licensing, soft-brand, or management arrangement and re-franchise, re-brand, or re-flag the Project without City consent or approval and without affecting City’s obligations or incentives, so long as the Project continues

to include a full-service hotel and the resulting brand or franchisor is reasonably comparable to or better than the prior brand (deemed satisfied if the resulting brand or franchisor is within the Smith Travel Research upscale (4th level) chain scale, equivalent thereto, or higher). A temporary unbranded transition period of up to twelve (12) months is permitted for any change.

(e) The Developer shall be responsible for all costs incident to the Project, other than the City's costs and City Fees pursuant to the City Fee Waiver, including costs for acquisition and preparation of the Property for design, development, financing, construction, acquisition and installation costs of the Project, and for payment of its own fees with respect to the development of the Project, including, but not limited to, legal, accounting, engineering, surveying, title work, architectural, construction and environmental services.

(f) Reimburse the City for (i) the costs and legal fees relating to this Agreement and the Warrant and validation proceedings, if any, relating to the same, and (ii) any and all reasonable costs (including reasonable attorneys' fees and expenses) arising out of or resulting from any challenge to this Agreement, the Project, or the Warrant in any validation proceedings or Amendment 750/772 proceedings relating to the same, or litigation challenging the City's authority to enter into the same. Developer shall reimburse the City for its costs and legal fees incurred to date within thirty (30) days following execution of this Agreement, and shall reimburse the City for the balance of its costs and legal fees related to validation within thirty (30) days of a final ruling in the validation proceedings. The City may pursue an appeal of any adverse final ruling in the validation proceedings; provided, however, that Developer shall not be required to reimburse the City for any costs or legal fees incurred in connection with such appeal unless Developer has consented in writing to the appeal. The City shall provide Developer with reasonable documentation, bills, and/or invoices evidencing amounts to be reimbursed under this subsection. Upon written request of Developer, City or City's legal counsel shall provide reasonable documentation and information concerning the validation proceedings, and the City shall provide Developer prompt written notice if this Agreement is challenged in any validation proceedings or any materially adverse events occur in relation to the validation proceedings. The agreements and covenants of this Section 4.01 (f) shall survive the expiration or termination of this Agreement.

(g) Comply, and cause its officers, agents, contractors and employees to comply, with all applicable federal, state, and local statutes, regulations, rules, ordinances and other laws applicable to the Project.

(h) The plans and specifications for the Project shall be subject to the reasonable approval of the City. The City agrees that its approval will not be unreasonably withheld, conditioned, or delayed and the City acknowledges that the plans and specifications of the Project may change numerous times and from time to time as leases and other contracts are executed for the Project and as may be reasonably required throughout the development of the Project. Such approval shall not amount to an approval of the Project's conformity with applicable building codes and other usual inspection approvals by the City applicable to any new construction in the

City, which such approval process shall proceed in the normal course, provided that, to the extent reasonably possible, the City shall expedite its review in the permitting, licensing, approvals, and certificates of occupancy processes to permit development, construction, Commencement of Construction and the Commencement of Operations for the Project to proceed on an expedited basis. The City covenants not to intentionally and/or wrongfully delay or fail to issue any permits, licenses, approvals, certificates of occupancy or other consents applicable in the Project in the ordinary course of business of the City.

SECTION 4.02 Special Agreements of Developer

The Developer covenants and agrees with the City:

The Developer agrees to defend, protect, indemnify, and hold harmless the City, its agents, employees, and members of its governing body, from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorney's fees and costs of suit, arising out of or resulting from any of the following, provided, however, that the foregoing indemnity will not extend to the gross negligence or willful misconduct of the City, its agents, employees, and members of its governing body: (i) this Agreement, (ii) any construction activity performed by Developer, or anyone claiming by through, or under Developer; and (iii) any loss of life, personal injury, or damage to property arising from or in relation to the entry upon, construction, use, operation or occupancy of the Project, including, without limitation, tenants, customers and invitees of the Project and/or Developer. The agreements and covenants in this Section 4.02 shall survive the termination of this Agreement.

SECTION 4.03 City Fee Waiver Cooperation of Developer

Developer shall (a) identify applicable City Fees and provide reasonable supporting information for City's waiver and administration thereof; (b) ensure applicants reference the City Fee Waiver and any City Fee Waiver certificate/letter when applying for permits, licenses, approvals or other items with an associated City Fee; and (c) promptly notify the City of any inadvertently assessed or paid City Fees so that refund/credit may be processed as provided in this Agreement.

ARTICLE 5

AGREEMENTS AND OBLIGATIONS OF THE CITY

SECTION 5.01 Agreement of City Regarding Special Economic Development Grant Funds

The City covenants and agrees with the Developer that:

(a) In order to provide economic incentives to and to reimburse the Developer for capital expenditures and related Project costs incurred in the development, construction, and

operation of the Project, the City shall issue a warrant to the Developer as further provided in Article 6 hereof (the “Warrant”) in accordance with (i) (A) the Enabling Law, (B) Section 11-47-2 of the Code of Alabama (1975) and (C) other constitutional and statutory authority supplemental thereto ((A), (B) and (C), collectively the “Warrant Act”), and (ii) an ordinance to be duly adopted by the City authorizing the issuance of the Warrant in the principal amount of not to exceed Eight Million and NO/100 Dollars (\$8,000,000) (the “Warrant Ordinance”).

(b) [Intentionally Deleted.]

(c) Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to pay any Special Pledged Taxes or any other payment which may otherwise accrue hereunder at any time that an Event of Default by the Developer has occurred and is continuing, provided that such obligation of the City shall recommence upon Developer’s cure of such an Event of Default. The City shall be entitled to offset any payments due to the Developer under this Agreement against documented amounts owed to the City by the Developer.

(d) The City shall provide for the coordination and submission of the Amendment 750/772 Resolution of the City, the Warrant Ordinance and the issuance of the Warrant, and procedures and requirements related thereto, and, upon issuance of the Warrant, the City shall establish a segregated Warrant Fund (as defined in the Warrant Ordinance) to receive and pay out all Special Pledged Taxes to Developer, to be administered by the Paying Agent .

(e) The City, in cooperation with Developer and its legal counsel (if any), shall cause the obligations of the City under this Agreement, the Warrant Ordinance and the Warrant to be validated and confirmed by a judgment to be entered by the Circuit Court of Baldwin County, Alabama, in accordance with Section 6-6-755 of the Code of Alabama (1975), or other applicable statutes or authority, and the obligations and covenants of the City under this Agreement, the Warrant Ordinance and the Warrant, including, without limitation, adoption of appropriate proceedings, execution of pleadings and providing such documentary and testimonial evidence as shall be reasonably required in furtherance of such validation proceeding. In the event this Agreement is challenged during the validation proceedings and such challenge(s) results in an adverse ruling, the City and Developer shall reasonably and in good faith confer to determine the basis for such adverse ruling and, to the extent permitted by law, cooperate to amend, modify, or supplement this Agreement, the Warrant Ordinance, and the Warrant as necessary to cure or address the matters giving rise to the adverse ruling, and to resubmit the amended documents for validation or approval in a manner that is intended to permit the issuance of a favorable validation judgment. Pending such efforts, all performance deadlines shall be tolled, and neither party shall be deemed in default solely by reason of an adverse ruling in validation proceedings.

(f) The City acknowledges and agrees that Developer and/or successor owner of the Project Site may engage a third-party or affiliated management company to manage the Project’s day-to-day operations and that branding, trademarks, intellectual property, trade dress, logos, and other intellectual property used at or in relation to the Project may be owned or controlled by such management company and/or a hotel franchisor or brand. The use of a management company,

franchisor, and/or the ownership or control of branding or IP by such party shall not constitute an Event of Default, shall not require City consent or approval, and shall not be deemed an assignment of this Agreement, the Warrant Ordinance, or the Warrant. For the avoidance of doubt, Developer remains liable for all obligations hereunder, and any change in management or brand shall not diminish the City's rights or the Developer obligations under this Agreement.

SECTION 5.02 Agreement of City Regarding City Fee Waiver

The City covenants and agrees with the Developer that:

(a) Acting pursuant to Enabling Law, and as part of the City's special economic development support for the Project, the City hereby grants a City Fee Waiver of all City Fees with respect to the permitting, approval, development, construction, commissioning, fit-out and operation of the Project to the maximum extent permitted by applicable law. This Agreement shall constitute the City's Fee Waiver and be sufficient evidence of the City's Fee Waiver; Developer's presentation of this Agreement to any City department, official, employee, or agent shall constitute sufficient evidence for the City and such city personnel to waive a City Fee.

(b) The City shall (i) direct all City departments to recognize the City Fee Waiver and to issue permits, approvals and licenses without assessing City Fees; (ii) issue to Developer a Fee Waiver Certificate/Letter for presentation with applications; and (iii) designate a City administrator to coordinate and resolve fee-related questions promptly.

(c) If any City Fees are inadvertently assessed against or paid by Developer, the City shall, within thirty (30) days after written notice, refund such amounts or credit them against other amounts (if any) otherwise payable by Developer to the City.

(d) The City Fee Waiver applies only to municipal fees within the City's control and does not waive: (i) charges that state law expressly prohibits a municipality from waiving; (ii) levies imposed by non-City entities; or (iii) pass-through fees collected solely on behalf of another governmental entity or utility.

(e) The City Fee Waiver is a binding obligation of the City granted pursuant to Enabling Law and this Agreement, and shall not be offset against amounts payable under the Warrant or otherwise reduce the City's obligations regarding the Warrant Fund or Special Pledged Taxes. The City shall not repeal or materially impair the City Fee Waiver as applied to the Project after the Effective Date of this Agreement, except to the extent required by a change in applicable law of general application.

SECTION 5.04 Developer’s Rights Under the Warrant and City Fee Waivers

The Parties acknowledge and agree that Developer’s lender(s), mortgagee(s), beneficiary(ies) under a deed of trust, equity investor(s), or other parties holding interest in the Project or Developer may require a collateral assignment of the Developer’s rights under this Agreement and/or the Warrant. In the event that any such collateral assignment is required, Developer shall have the right to collaterally assign its rights under this Agreement and/or the Warrant, whether at the closing of a construction loan or another time and from time to time. As a component of such collateral assignment of Developer’s rights under this Agreement and/or the Warrant, the City shall execute and deliver such consent(s) of collateral assignment and/or estoppel certificates in the form and substance reasonably required by Developer and/or such aforementioned interested parties for the Project, and if required by Developer and/or such aforementioned interest parties pursuant to the express terms of such collateral assignment form, the City shall provide the benefits, abatements, and waivers under this Agreement and/or the Warrant directly to such interest parties. Furthermore, the Parties acknowledge and agree that Developer shall have the right to transfer Developer’s rights, benefits, and obligations under this Agreement, the Warrant, and/or Warrant Ordinance as provided in Section 8.06(c) hereof.

**ARTICLE 6
THE WARRANT**

SECTION 6.01 Warrant Provisions

The City covenants and agrees to promptly conduct appropriate proceedings and satisfy necessary requirements to adopt the Warrant Ordinance and issue the Warrant. The Warrant, in accordance with the Warrant Ordinance and the Warrant Act, shall:

- (a) have a maturity date on the twenty-fifth (25th) anniversary of the Incentive Commencement Date, which is a maturity date not exceeding thirty (30) years from the date of issuance thereof pursuant to the Warrant Act;
- (b) not bear interest;
- (c) to the extent permissible under applicable law, be evidenced and structured so as to be exempt under Alabama law from the constitutional debt limit of the City;
- (d) be payable only if the Developer is in compliance with its obligations under this Agreement; and
- (e) be payable monthly on the last day of each month following the Incentive Commencement Date solely from, and secured solely by, the Special Pledged Taxes, and shall not constitute a general obligation, or charge against the general credit or taxing power, of the City.

SECTION 6.02 Repayment

The Warrant Ordinance shall provide that the Special Pledged Taxes shall be applied to the payment of the debt service on the Warrant until the earlier of (i) the date that is twenty-five (25) years from the Incentive Commencement Date or (ii) the Warrant is paid in full (i.e., \$8,000,000.00), and that any all other taxes or revenues relating to the Project Site shall be retained by the City to be used for any lawful purposes.

SECTION 6.03 Costs of Issuance

If not otherwise reimbursed to the City or paid directly by Developer pursuant to the terms of this Agreement, the costs of issuance of the Warrant shall be withheld by the City from the Special Pledged Taxes prior to repayment of amounts owed under the Warrant to the Developer.

SECTION 6.04 Conditions

The conditions on which the funds under the Warrant will be drawn by the Developer will be set forth in detail in the Warrant Ordinance.

SECTION 6.05 [Intentionally Deleted.]

SECTION 6.06 Developer's Rights Under the Warrant

The Parties acknowledge and agree that Developer's lender(s), mortgagee(s), beneficiary(ies) under a deed of trust, equity investor(s), or other parties holding interest in the Project or Developer may require a collateral assignment of the Developer's rights under this Agreement, Warrant, and/or Warrant Ordinance. In the event that any such collateral assignment is required, Developer shall have the right to collaterally assign its rights under this Agreement, Warrant, and/or Warrant Ordinance, whether at the closing of a construction loan or another time and from time to time. As a component of such collateral assignment of Developer's rights under this Agreement, the Warrant, and/or the Warrant Ordinance, the City shall execute and deliver such consent(s) of collateral assignment and/or estoppel certificates in the form and substance reasonably required by Developer and/or such aforementioned interested parties for the Project, and if required by Developer and/or such aforementioned interest parties pursuant to the express terms of such collateral assignment form, the City will make payments under the Warrant directly to such interest parties.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 Events of Default

Any one or more of the following shall constitute an event of default by the City or the Developer hereunder (an "Event of Default") under this Agreement:

(a) default in the performance, or breach, by the City of any covenant or warranty of the City in this Agreement (including without limitation the City's failure to make any payment or reimbursement to Developer when due under this Agreement, the Warrant, and/or the Warrant Ordinance; provided, however, that such a payment or reimbursement will be considered timely made if made within ten (10) business days of the due date thereof), and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period (e.g., excluding a default in City's obligations to make payments to Developer), the City shall have a reasonable period of time within which to cure such default, not to exceed ninety (90) days, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default;

(b) default in the performance, or breach, by the Developer of any covenant or warranty of the Developer in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Developer by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided, that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default, provided that during any Developer Event of Default and prior to cure, the City shall continue to deposit Special Pledged Taxes into the Warrant Fund (as defined in the Warrant Ordinance) but may withhold disbursement; upon cure, the City shall release and payout all withheld amounts.; or

(c) initiation of bankruptcy, reorganization, liquidation, dissolution or receivership proceedings of the Developer, whether voluntary or involuntary, which are not withdrawn or dismissed within 60 days thereafter, or the Developer's making an assignment for the benefit of creditors (except as expressly contemplated in Section 6.05 hereof).

SECTION 7.02 Remedies

(a) Each party may, upon the occurrence of an Event of Default and the expiration of any cure or grace period therefor, by written notice to the other party, terminate this Agreement and the obligations thereof without recourse except with respect to such rights or obligations as shall have theretofore vested or which shall be set forth in agreements or provisions which by the express terms thereof survive such termination of this Agreement.

(b) Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, provided that only Developer (and any successor

or permitted assignee) may seek specific performance; the City shall have no right to specific performance or mandatory injunctive relief against Developer, including any order to construct, complete, open, operate, maintain, brand, or make capital expenditures for the Project; otherwise, City and Developer may seek any remedy available at law or in equity, provided that the City shall not be entitled to and hereby waives any and all rights to seek and/or recover any punitive, incidental, or consequential damages, whether arising at law or in equity related to this Agreement, the Warrant, Warrant Ordinance, and/or the Project.

SECTION 7.03 Remedies Subject to Applicable Law

All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 8
PROVISIONS OF GENERAL APPLICATION

SECTION 8.01 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

SECTION 8.02 Prior Agreements Cancelled

This Agreement (including any agreements and exhibits referred to herein) constitutes the entire agreement among the parties hereto and supersedes any prior understandings, agreements or representations by or among the parties hereto, whether written or oral, to the extent they relate to the subject matter hereof. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. None of the parties hereto shall hereafter have any rights under any of such prior agreements, but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

SECTION 8.03 Counterparts

This Agreement may be executed in counterparts, including electronic counterparts, each of which shall constitute but one and the same agreement and shall be deemed an original.

SECTION 8.04 Binding Effect; Governing Law

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns except as otherwise provided herein.

(b) This Agreement shall be governed exclusively by the laws of the State of Alabama.

(c) Any suit, action, or proceeding by any party hereto against any other party hereto arising out of or relating to this Agreement or any transaction contemplated hereby shall only be brought in the state courts in Baldwin County, Alabama, and each party hereto hereby submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

SECTION 8.05 Notices

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, addressed as follows:

To City:
City of Daphne
1705 Main Street
Daphne, AL 36526
Attn: Mayor; Finance Director

To Developer:
TFH Daphne 2026, LLC
c/o 68 Ventures
707 Belrose Ave.
Daphne, AL 36526
Attn: Nathan Cox; Caldwell Cunningham;
Cameron Thatcher

With copy to:
Adams and Reese, LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602
Attn: Jay Ross; Patrick Dungan

With copy to:
Byrd Campbell, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
Attn: James Campbell; James Wallace; Jake
Paglialonga

Any party may change its address for receiving notice by giving notice of a new address in the manner provided herein.

(b) Any such notice or other document shall be deemed to be received as of (i) the date delivered, if delivered personally, (ii) the date delivered, as evidenced by the signed return receipt, if delivered by registered or certified mail, or (iii) the next business day, if sent by overnight courier.

SECTION 8.06 Delegation and Assignment of this Agreement; Transfer of the Project

(a) Except as otherwise provided in Section 6.06 or 8.06(c) of this Agreement, the Developer shall not have the authority or power to, and shall not, assign, hypothecate, pledge, or transfer any interest or right of the Developer in or to this Agreement, or assign, delegate or transfer any duty or obligation of the Developer to observe or perform any agreement, covenant or obligation of the Developer under this Agreement, to any person or entity except upon the prior written consent of the City as set forth in a resolution of the governing body of the City with respect thereto. Notwithstanding the foregoing or anything herein to the contrary, Developer shall have the right, without the consent or other approval of City, to assign or otherwise transfer Developer's interests in or to the Project or any portions thereof, and in, to, or under this Agreement, the Warrant, and/or Warrant Ordinance to an affiliate of Developer. Additionally, notwithstanding anything in this Agreement to the contrary, Developer shall have the right, without the consent or other approval of City, to lease, re-lease, sublease, assign, or transfer restaurant portions of the Project and related operational duties and responsibilities to a third-party, provided that such third-party shall operate a high-end restaurant (on a relative basis) at the Project.

(b) The City shall not have the authority or power to, and shall not, assign, delegate or transfer any duty or obligation of the City to observe or perform any agreement, covenant or obligation of the City under this Agreement except upon the prior written consent of the Developer, or any successor or assign thereof approved by the City to the extent required under Section 8.06(a).

(c) Notwithstanding anything in this Agreement, the Warrant, and/or Warrant Ordinance to the contrary, Developer may sell, convey, or otherwise transfer all or any portion of the Project and/or its ownership interests in the Project or Developer without City consent, provided that Developer has achieved the Commencement of Operations and operated the Project for a period of four (4) years from the date of Commencement of Operations. In the event of such permitted transfer, Developer will deliver to City not less than thirty (30) days' prior written notice identifying the transferee (and if requested by City, reasonable documentation supporting the satisfaction of the foregoing condition) and the contemplated date that such transfer will be consummated, and at or prior to such consummation, the transferee will execute and deliver to the City a written assumption of Developer's obligations under this Agreement, the Warrant, and/or Warrant Ordinance (to the extent of the interests being transferred). Upon such delivery, all of Developer's rights (including the right to receive City Fee Waivers and reimbursements/payments under the Warrant) and obligations with respect to the interests transferred shall automatically run to and be binding upon the transferee (to the extent of the interests transferred), and Developer shall be released from obligations accruing after the transfer with respect to the interests transferred (but shall remain responsible for any accrued and uncured obligations as of the date of consummation). Any subsequent transfer(s) may occur on the same terms or as otherwise expressly allowed under this Agreement. City shall update its records and the Warrant register to reflect any such transfer upon receipt of customary documentation in accordance with the Warrant Ordinance.

SECTION 8.07 Amendments, Modification and Non-Waiver

This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each Party hereto. No waiver by any Party of any breach or default of any term, condition, or provision hereof shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any action of either Party and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving Party.

SECTION 8.08 Limitation of Liability

Other than the liability for failure to issue and pay the Warrant pursuant to the terms of this Agreement, the City shall not be liable to Developer for any commercial loss, inconvenience, loss of use, time, data, goodwill, revenues, profits or savings, or other loss; or other special, indirect, consequential or incidental damages which, in any manner directly or indirectly, is connected with or arises out of the agreements or obligations of Developer contemplated by this Agreement, or is connected with or arises out of any of the obligations of the City, or arises out of the failure of the City to perform any of the obligations made by and imposed under this Agreement, regardless of whether such special, indirect, consequential or incidental damage is contended, or ultimately shown or held, to be caused, in whole or in part, by the acts or omissions of the City. This limitation of liability shall survive the expiration or termination of this Agreement.

SECTION 8.09 Relationship of the Parties

The City and Developer agree that nothing contained in this Agreement, nor any act of Developer or any act of the City shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of a third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Developer and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Developer and shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Developer, nor shall Developer at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment or supplies or other things whatsoever.

SECTION 8.10 Estoppel Certificates

Upon written request from Developer (with respect to any purchaser, transferee, or lender for the Project, as designated by Developer), the City shall, within fifteen (15) days, execute and deliver an estoppel certificate in the form and substance reasonably requested by Developer, addressing such customary matters as Developer reasonably specifies, and permitting reliance by

the addressee and its successors and assigns. If the City fails to deliver within such period, then at Developer's election, the City shall be deemed to have certified that (i) this Agreement and the Warrant Ordinance (including the Warrant) are in full force and effect with no written notice of any uncured Developer Event of Default, and (ii) the City asserts no offsets or defenses to payment under the Warrant as of that date. The City shall not unreasonably withhold, condition, or delay any such estoppel certificate.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY:

CITY OF DAPHNE, ALABAMA

By: _____
Robin LeJeune, Mayor

{SEAL}

ATTEST:

Jessica Linne, Interim City Clerk

DEVELOPER:

TFH DAPHNE 2026, LLC

By: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, hereby certify that _____, whose name as _____ of TFH DAPHNE 2026, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal on this ___ day of _____, 2026.

Notary Public
My commission expires: _____

[SEAL]

EXHIBIT A

OVERALL SURVEYED LANDS DESCRIPTION:

BEGIN AT A 1 INCH CRIMP TOP IRON FOUND ON THE SOUTHWEST CORNER OF PARCEL A, LITTLE BETHEL BAPTIST/OLDE TOWNE REPLAT, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2705-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°20'25"W, A DISTANCE OF 10.22 FEET TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS) ON THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY NO. 64; THENCE RUN N89°39'42"W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 75.00 FEET TO A 1 INCH OPEN END PIPE FOUND; THENCE RUN N00°18'18"E, DEPARTING SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 157.00 FEET TO A 1/2 INCH REBAR FOUND; THENCE RUN S89°25'34"E, A DISTANCE OF 75.10 FEET TO A 1 INCH CRIMP TOP IRON FOUND; THENCE RUN N88°18'46"E, A DISTANCE OF 8.92 FEET TO A 1/2 INCH REBAR FOUND; THENCE RUN N05°30'51"E, A DISTANCE OF 77.64 FEET TO A 1/2 INCH CAPPED REBAR FOUND (FAIRHOPE); THENCE RUN N00°25'21"E, A DISTANCE OF 155.69 FEET TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS); THENCE RUN S89°44'56"E, A DISTANCE OF 59.25 FEET TO A 1 INCH CRIMP TOP IRON FOUND; THENCE RUN S89°37'07"E, A DISTANCE OF 131.79 FEET TO A 1 INCH CRIMP TOP IRON FOUND; THENCE RUN S00°20'05"W, A DISTANCE OF 379.47 FEET TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS) ON THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY NO. 64; THENCE RUN N89°39'42"W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 207.22 FEET TO THE POINT OF BEGINNING

LANDS CONTAINING 2.00 ACRES, MORE OR LESS, AND LYING IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

(DESCRIPTION COMPOSED FROM PROBATE RECORDS AND FIELD SURVEY)

**CITY OF DAPHNE
RESOLUTION 2026-05**

Acceptance of Roads and Rights-of-Way: Patch Place, Phase 1

WHEREAS, the City Council of the City of Daphne, Alabama has received notice that the Daphne Planning Commission has given Final Plat approval to Patch Place, Phase 1 on May 22, 2025, and the City of Daphne hereby recommends acceptance of the roads and rights-of way located in Patch Place, Phase 1; and

WHEREAS, an inspection was made by the Director of Community Development, and all reports and other related documents have been provided stating that said streets and associated storm water drainage have been installed in conformity with City standards; and

WHEREAS, an inspection was made by the Director of Public Works, and said director has recommended acceptance of said streets and associated storm water drainage, to the extent such drainage facilities affect the rights-of-way, of Patch Place, Phase 1; and

WHEREAS, the developer has provided to the City a two-year maintenance bond in the amount of \$366,201.99 as required and now requests acceptance and dedication of the same for maintenance of said improvements as outlined in Article XVII, entitled the Procedures for Subdivision Review, of the City of Daphne Land Use and Development Ordinance; and

WHEREAS, the developer has caused the plat to be recorded on slide 2188775 of the records in the Baldwin County Judge of Probate Office; and

WHEREAS, the City Council of the City of Daphne believes it is in the best interest of the citizens of the City for the City to accept said rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS: that the following rights-of-way within Patch Place, Phase 1, according to the plat presented by Rowe Engineering & Surveying as recorded in the Office of the Judge of Probate, Baldwin County, Alabama, are hereby accepted by the City of Daphne, Alabama as city streets for maintenance:

a portion of Parker Lane (661 linear feet), a 50-ft right of way; and a portion of Patch Place Loop (191 linear feet), a 50-ft right of way.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE _____ DAY OF _____, 2026.


Robin LeJeune, Mayor

ATTEST:

Jessica Linne, CMC, Interim City Clerk

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: January 26, 2026
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development 
CC: Andy Bobe, City Engineer
SUBJECT: Patch Place, Phase I, Acceptance of Roads and Rights-of-Ways

LOCATION: Northeast of the intersection of County Road 13 and Parker Lane

RECOMMENDATION: At the January 22, 2026 regular meeting of the City of Daphne Planning Commission, seven members were present. The motion carried unanimously for a favorable recommendation for the acceptance of Parker Lane and Patch Place Loop.

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

Upon receipt of said documentation, please prepare a resolution for placement on the City Council agenda.

Thank you,
ADJ/jv

Attachment(s)


cc: file

1. Correspondence from project engineer requesting acceptance
2. Record plat
3. Petition of Acceptance of Roads and Rights-of-Ways

PETITION FOR STREET ACCEPTANCE
PATCH PLACE SUBDIVISION PHASE I

**CITY ENGINEER
INTERNAL MEMORANDUM**

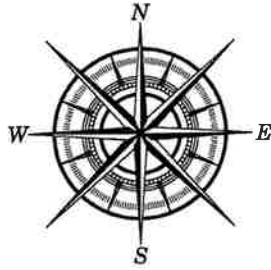


DATE: January 2, 2026
TO: Mrs. Adrienne Jones, AIPC
Director of Community Development
FROM: Andy Bobe, P.E. City Engineer 
SUBJECT: Patch Place Street Acceptance

The Patch Place Final Plat Applications for both Phases 1 and 2 have been received, reviewed, and accepted by the planning commission. At the time of final plat acceptance, Park Drive was not in the City of Daphne Inventory, and therefore, streets in Patch Place were not contiguous to existing City Infrastructure. The City has since received the dedication of the right-of-way for Park Drive from Baldwin County, and the City Council has accepted and approved the dedication.

At this time, Patch Place Phases 1 and 2 are requesting that the City of Daphne accept the improved rights-of-way into our street inventory. The streets are currently paved with the binder layer, and the final wearing surface will be installed before the end of the 2-year maintenance period.

I recommend that these improved rights-of-way for Phases 1 and 2 of Patch Place Subdivision be accepted into the City of Daphne inventory, with the required 2-year maintenance bond.



ROWE

ENGINEERING & SURVEYING

December 30, 2025

Via email only
City of Daphne
Community Development
1705 Main Street
Daphne, AL 36526

RE: Patch Place Subdivision – Phase I – Street Acceptance

To Whom It May Concern:

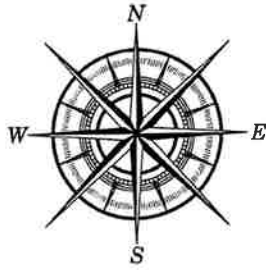
We would like to request City of Daphne acceptance of the dedicated Rights-of-Way within the above-referenced subdivision. It should be noted that final wearing surface has not yet been installed on the dedicated Rights-of-Way within the above-referenced subdivision, however, it has been bonded.

Please let us know if you have any questions or concerns.

Yours very truly,
ROWE ENGINEERING & SURVEYING

Jackson R. Berkbigler, RE
For the firm
JRB/jrb

Zeke-Trice, LLC
dba Rowe Engineering & Surveying
3502 Laughlin Drive, Suite B
Mobile, Alabama 36693
(251) 666-2766
www.roweengineering.com



ROWE

ENGINEERING & SURVEYING

December 17, 2025

Via email only
City of Daphne
Community Development
1705 Main Street
Daphne, AL 36526

RE: Patch Place Subdivision – Street Acceptance

To Whom It May Concern:

I certify the attached cost estimate for roadways, grading, and drainage infrastructure to be true and correct to the best of my knowledge.

The City of Daphne requires a 2-year maintenance bond in the amount of twenty (20) percent of the attached grand total. Therefore, a bond amount of \$366,201.99 is required for street acceptance of the Rights-of-Way within Patch Place Subdivision.

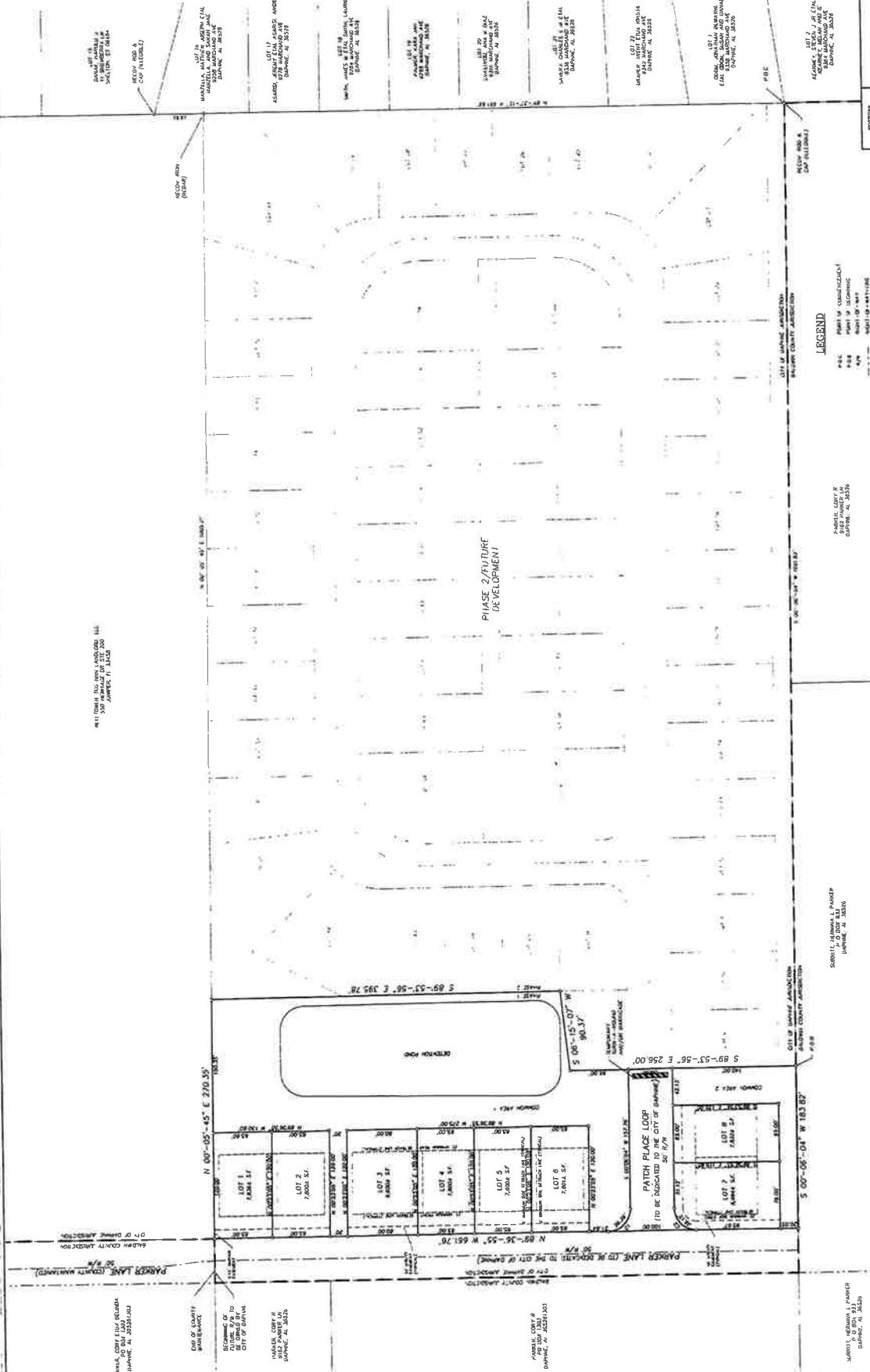
Please let me know if you have any questions or concerns.

Yours very truly,
ROWE ENGINEERING & SURVEYING

Jackson R. Berkbigler, PE
For the firm
JRB/jrb

Zeke-Trice, LLC
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www.roweengineering.com

2188775
 BARBARA COUNTY, ALABAMA
 PLANNING DEPARTMENT
 1500 W. STATE ST. SUITE 100
 MOBILE, ALABAMA 36688-2714

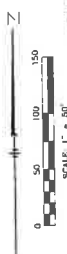


ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 1:500 SCALE

PHASE 2/FUTURE DEVELOPMENT

LEGEND

---	PROPERTY BOUNDARY
---	EXISTING CONSTRUCTION
---	PROPOSED CONSTRUCTION
---	EXISTING DRIVEWAY
---	PROPOSED DRIVEWAY
---	EXISTING UTILITY
---	PROPOSED UTILITY
---	EXISTING SIDEWALK
---	PROPOSED SIDEWALK
---	EXISTING CITY/COUNTY BOUNDARY LINE



PATCH PLACE PHASE I



ROWE ENGINEERING & SURVEYING
 1000 LANTANA BLVD. SUITE 200
 FAYETTEVILLE, ALABAMA 36801
 PHONE: 205-886-7799 FAX: 205-886-1800

DATE: 03/11/2015	PROJECT: PATCH PLACE PHASE I	SHEET NO: 1 OF 2
DRAWN BY: J. HARRIS	CHECKED BY: J. HARRIS	SCALE: AS SHOWN

PARKER LANE (CITY MAINTENANCE)
 BARBARA COUNTY JUNCTION

DOG OF SLUICE INTERSECT
 DIVISION OF TO
 DIVISION OF W
 CITY OF BARBARA

PARKER LANE (TO BE DEDICATED TO THE CITY OF BARBARA)
 BARBARA COUNTY JUNCTION

CHURCH AVE. 2
 BARBARA COUNTY JUNCTION

PATCH PLACE LOOP
 (TO BE DEDICATED TO THE CITY OF BARBARA)
 BARBARA COUNTY JUNCTION

LOT 1 7,800 SF
 LOT 2 7,800 SF
 LOT 3 7,800 SF
 LOT 4 7,800 SF
 LOT 5 7,800 SF
 LOT 6 7,800 SF
 LOT 7 7,800 SF
 LOT 8 7,800 SF

**CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY**

SUBDIVISION NAME: Patch Place – Phase I

THIS PETITION FOR ACCEPTANCE OF ROADS AND/OR RIGHTS-OF-WAY is made this 30th day of December, 2025 by Grant's Mill, LLC, hereinafter called "the subdivider," owner of certain property located in the City of Daphne, Alabama known as Patch Place - Phase I to be recorded in the office of the Judge of Probate of Baldwin County, Alabama; and,

WHEREAS, the subdivider has agreed to the dedication of the roads and rights-of-way located in said subdivision to the City of Daphne, and further warrants that said roads and rights-of-way are complete and are in compliance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled Procedures for Subdivision Review, and Article XI, Minimum Requirements and Required Improvements for Subdivisions and Commercial Site Developments. The subdivider further warrants that the same are free from defects from any cause and are free and clear of any liens and encumbrances; and,

WHEREAS, a bond is required by the City as a condition of the acceptance of any new roads or rights-of-way as outlined in Article XVII in an amount equal to twenty percent (20%) of all street and drainage improvements in the subdivision as a warranty for such improvements to last for a period of two (2) years after the date of dedication and upon acceptance by the City Council, the subdivider has provided a \$ 366,201.99 (Phase I & II) maintenance bond; and,

WHEREAS, the project engineer, Rowe Engineering & Surveying, acting on behalf of the subdivider does hereby certify that all roads and rights-of-ways are complete and are in compliance with the minimum standards for construction as outlined in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled, Procedures for Subdivision Review, and Article XI, Minimum Requirements and Required Improvements for Subdivisions and Commercial Site Developments, and further warrants that the same are free from defects from any cause; and,

**CITY OF DAPHNE
 PETITION FOR ACCEPTANCE
 OF ROAD(S) AND/OR RIGHTS-OF-WAY**

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the subdivider does hereby dedicate the roads and rights-of-way in said subdivision to the City of Daphne, a municipal corporation, as per the favorable recommendation of the City of Daphne Planning Commission voted upon at its meeting held on January 22, 2026. Said subdivision according the plat recorded in the Judge of Probate, Baldwin County, Alabama and said streets being named as follows:

Name of Right of Way	Length (linear feet)	Width (feet)
Parker Lane	661	50
Patch Place Loop	191	50

Are each hereby dedicated to the City of Daphne, Alabama as a city street.

**CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY**

IN WITNESS WHEREOF, the subdivider has caused the execution of this dedication as of the date set forth above.

Respectfully submitted,
Grants Mill, LLC
Name of Individual or Corporation (Printed)

By: Price Hightower Price Hightower
(Print Legibly and Sign)

Its: Member
(Print Legibly)

**STATE OF ALABAMA)
COUNTY OF BALDWIN)**

I, the undersigned Notary Public in and for said State and County, hereby certify that Price Hightower whose name as Member of Grants Mill, LLC an Alabama corporation or as owner of Grants Mill, LLC 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 or owner and with full authority, executed the same voluntarily on the day same bears date.

Given under my hand and official seal on this the 29 day of Dec, 2025.

Ruth Kaye Howell Huff (NOTARY SEAL)
NOTARY PUBLIC
My commission expires: 8-12-2028



**CITY OF DAPHNE
RESOLUTION 2026-06**

Acceptance of Roads and Rights-of-Way: Patch Place, Phase II

WHEREAS, the City Council of the City of Daphne, Alabama has received notice that the Daphne Planning Commission has given Final Plat approval to Patch Place, Phase 2 on July 24, 2025, and the City of Daphne hereby recommends acceptance of the roads and rights-of way located in Patch Place, Phase 2; and

WHEREAS, an inspection was made by the Director of Community Development, and all reports and other related documents have been provided stating that said streets and associated storm water drainage have been installed in conformity with City standards; and

WHEREAS, an inspection was made by the Director of Public Works, and said director has recommended acceptance of said streets and associated storm water drainage, to the extent such drainage facilities affect the rights-of-way, of Patch Place, Phase 2; and

WHEREAS, the developer has provided to the City a two-year maintenance bond in the amount of \$366,201.99 as required and now requests acceptance and dedication of the same for maintenance of said improvements as outlined in Article XVII, entitled the Procedures for Subdivision Review, of the City of Daphne Land Use and Development Ordinance; and

WHEREAS, the developer has caused the plat to be recorded on slide 3017-A of the records in the Baldwin County Judge of Probate Office; and

WHEREAS, the City Council of the City of Daphne believes it is in the best interest of the citizens of the City for the City to accept said rights-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE AS FOLLOWS: that the following rights-of-way within Patch Place, Phase 2, according to the plat presented by Rowe Engineering & Surveying as recorded in the Office of the Judge of Probate, Baldwin County, Alabama, are hereby accepted by the City of Daphne, Alabama as city streets for maintenance:

a portion of Patch Place Loop (2,234 linear feet), a 50-ft right of way.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA ON THIS THE ____ DAY OF _____, 2026.

Robin LeJeune, Mayor

ATTEST:

Jessica Linne, CMC, Interim City Clerk

**COMMUNITY DEVELOPMENT
INTERNAL MEMORANDUM**



DATE: January 26, 2026
TO: Office of the City Clerk
FROM: Adrienne Jones, AICP, Director of Community Development *AG*
CC: Andy Bobe, City Engineer
SUBJECT: Patch Place, Phase II, Acceptance of Roads and Rights-of-Ways

LOCATION: Northeast of the intersection of County Road 13 and Parker Lane

RECOMMENDATION: At the January 22, 2026 regular meeting of the City of Daphne Planning Commission, seven members were present. The motion carried unanimously for a favorable recommendation for the acceptance of Patch Place Loop.

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

Upon receipt of said documentation, please prepare a resolution for placement on the City Council agenda.

Thank you,
ADJ/jv

Attachment(s)


cc: file

1. Correspondence from project engineer requesting acceptance
2. Record plat
3. Petition of Acceptance of Roads and Rights-of-Ways

PETITION FOR STREET ACCEPTANCE
PATCH PLACE SUBDIVISION PHASE II

**CITY ENGINEER
INTERNAL MEMORANDUM**

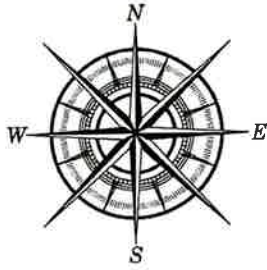


DATE: January 2, 2026
TO: Mrs. Adrienne Jones, AIPC
Director of Community Development
FROM: Andy Bobe, P.E. City Engineer 
SUBJECT: Patch Place Street Acceptance

The Patch Place Final Plat Applications for both Phases 1 and 2 have been received, reviewed, and accepted by the planning commission. At the time of final plat acceptance, Park Drive was not in the City of Daphne Inventory, and therefore, streets in Patch Place were not contiguous to existing City Infrastructure. The City has since received the dedication of the right-of-way for Park Drive from Baldwin County, and the City Council has accepted and approved the dedication.

At this time, Patch Place Phases 1 and 2 are requesting that the City of Daphne accept the improved rights-of-way into our street inventory. The streets are currently paved with the binder layer, and the final wearing surface will be installed before the end of the 2-year maintenance period.

I recommend that these improved rights-of-way for Phases 1 and 2 of Patch Place Subdivision be accepted into the City of Daphne inventory, with the required 2-year maintenance bond.



ROWE

ENGINEERING & SURVEYING

December 30, 2025

Via email only
City of Daphne
Community Development
1705 Main Street
Daphne, AL 36526

RE: Patch Place Subdivision – Phase II – Street Acceptance

To Whom It May Concern:

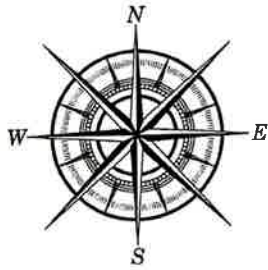
We would like to request City of Daphne acceptance of the dedicated Rights-of-Way within the above-referenced subdivision. It should be noted that final wearing surface has not yet been installed on the dedicated Rights-of-Way within the above-referenced subdivision, however, it has been bonded.

Please let us know if you have any questions or concerns.

Yours very truly,
ROWE ENGINEERING & SURVEYING

Jackson R. Berkbigler, PE
For the firm
JRB/jrb

Zeke-Trice, LLC
dba Rowe Engineering & Surveying
3502 Laughlin Drive, Suite B
Mobile, Alabama 36693
(251) 666-2766
www.roweengineering.com



ROWE

ENGINEERING & SURVEYING

December 17, 2025

Via email only
City of Daphne
Community Development
1705 Main Street
Daphne, AL 36526

RE: Patch Place Subdivision – Street Acceptance

To Whom It May Concern:

I certify the attached cost estimate for roadways, grading, and drainage infrastructure to be true and correct to the best of my knowledge.

The City of Daphne requires a 2-year maintenance bond in the amount of twenty (20) percent of the attached grand total. Therefore, a bond amount of \$366,201.99 is required for street acceptance of the Rights-of-Way within Patch Place Subdivision.

Please let me know if you have any questions or concerns.

Yours very truly,
ROWE ENGINEERING & SURVEYING

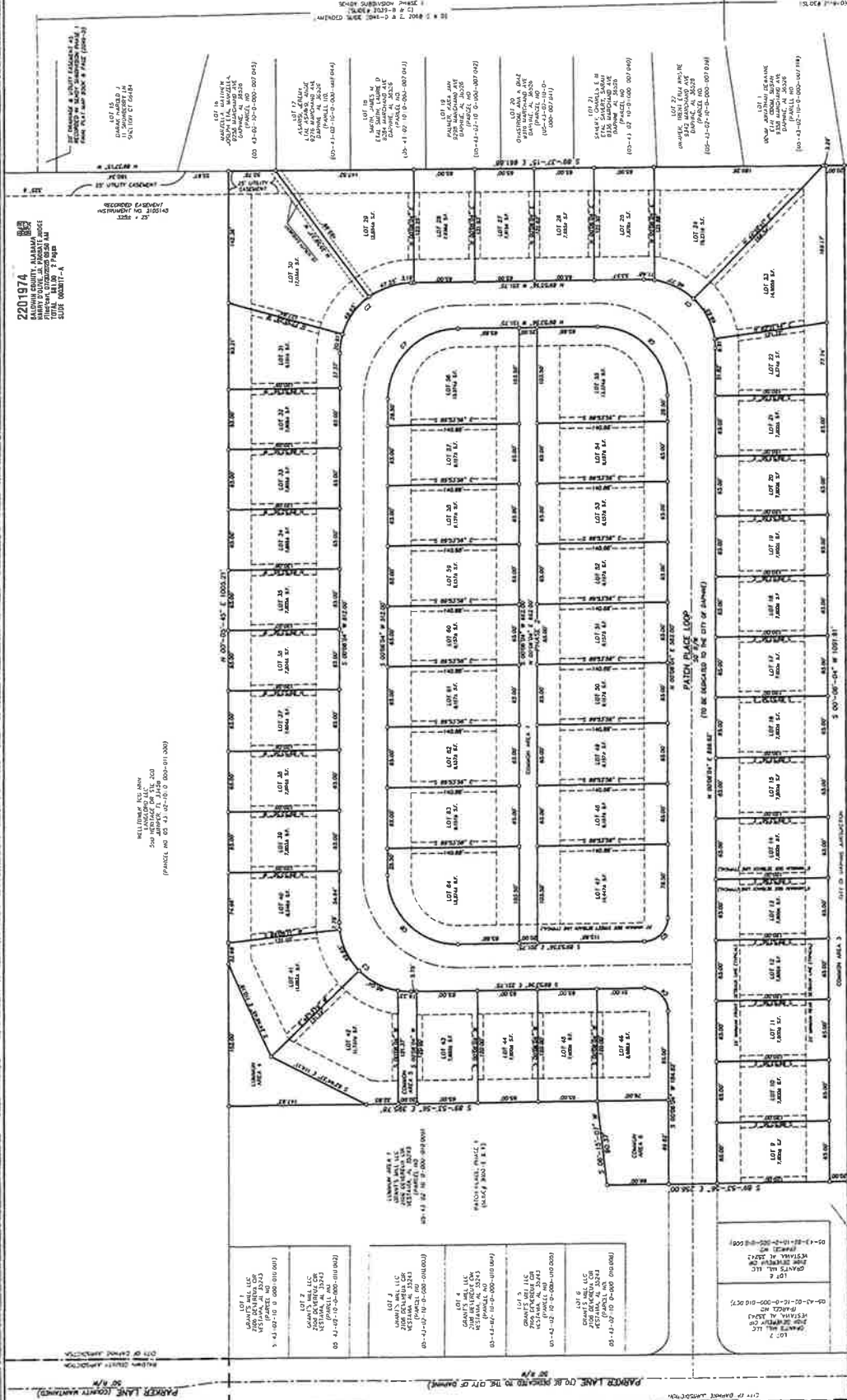
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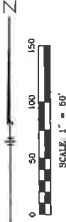
Slide 3017-A

2201974
HARRY DOWELL, JR.
PROPERTY ADDRESS
TOTAL AREA 7.9482
SUNSHINE SUBDIVISION-A

RECORDING NO. 200
LIVINGSTONVILLE, VA
DATE 07/11/10
PARCEL NO. 05-41-02-01-01-000-011300



LEGEND
--- PART OF EASEMENT
--- RIGHT-OF-WAY LINE
--- CENTER LINE



PATCH PLACE, PHASE II



ROWE ENGINEERING & SURVEYING
1000 W. WILSON ST., SUITE 200
RICHMOND, VA 23290
TEL: (804) 781-1100
FAX: (804) 781-1101
WWW.ROWE-ES.COM

Table with 3 columns: Description, Date, and Page/Sheet Information. The table contains project details and drawing information.

**CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY**

SUBDIVISION NAME: Patch Place – Phase II

THIS PETITION FOR ACCEPTANCE OF ROADS AND/OR RIGHTS-OF-WAY is made this 30th day of December, 2025 by Grant's Mill, LLC, hereinafter called "the subdivider," owner of certain property located in the City of Daphne, Alabama known as Patch Place - Phase II to be recorded in the office of the Judge of Probate of Baldwin County, Alabama; and,

WHEREAS, the subdivider has agreed to the dedication of the roads and rights-of-way located in said subdivision to the City of Daphne, and further warrants that said roads and rights-of-way are complete and are in compliance with the minimum standards as outlined for construction in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled Procedures for Subdivision Review, and Article XI, Minimum Requirements and Required Improvements for Subdivisions and Commercial Site Developments. The subdivider further warrants that the same are free from defects from any cause and are free and clear of any liens and encumbrances; and,

WHEREAS, a bond is required by the City as a condition of the acceptance of any new roads or rights-of-way as outlined in Article XVII in an amount equal to twenty percent (20%) of all street and drainage improvements in the subdivision as a warranty for such improvements to last for a period of two (2) years after the date of dedication and upon acceptance by the City Council, the subdivider has provided a \$ 366,201.99 (Phase I & II) maintenance bond; and,

WHEREAS, the project engineer, Rowe Engineering & Surveying, acting on behalf of the subdivider does hereby certify that all roads and rights-of-ways are complete and are in compliance with the minimum standards for construction as outlined in the City of Daphne Land Use and Development Ordinance, Article XVII, entitled, Procedures for Subdivision Review, and Article XI, Minimum Requirements and Required Improvements for Subdivisions and Commercial Site Developments, and further warrants that the same are free from defects from any cause; and,

**CITY OF DAPHNE
 PETITION FOR ACCEPTANCE
 OF ROAD(S) AND/OR RIGHTS-OF-WAY**

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the subdivider does hereby dedicate the roads and rights-of-way in said subdivision to the City of Daphne, a municipal corporation, as per the favorable recommendation of the City of Daphne Planning Commission voted upon at its meeting held on January 22, 2026. Said subdivision according the plat recorded in the Judge of Probate, Baldwin County, Alabama and said streets being named as follows:

Name of Right of Way	Length (linear feet)	Width (feet)
Patch Place Loop	2,234	50

Are each hereby dedicated to the City of Daphne, Alabama as a city street.

**CITY OF DAPHNE
PETITION FOR ACCEPTANCE
OF ROAD(S) AND/OR RIGHTS-OF-WAY**

IN WITNESS WHEREOF, the subdivider has caused the execution of this dedication as of the date set forth above.

Respectfully submitted,
Grants Mill, LLC
Name of Individual or Corporation (Printed)

By: Price Hightower Ruth House
(Print Legibly and Sign)

Its: Member
(Print Legibly)

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said State and County, hereby certify that Price Hightower whose name as Member of Grants Mill, LLC an Alabama corporation or as owner of Grants Mill, LLC 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 or owner and with full authority, executed the same voluntarily on the day same bears date.

Given under my hand and official seal on this the 29 day of Dec, 2025.

Ruth Kaye Howell Huff (NOTARY SEAL)
NOTARY PUBLIC
My commission expires: 8-12-2028



**CITY OF DAPHNE, ALABAMA
RESOLUTION 2026-07**

**APPROPRIATION: ENGINEERING FEES: RED GULLY DRAINAGE CHANNEL
IMPROVEMENTS**

WHEREAS, Ordinance 2025-17 approved and adopted the Fiscal Year 2026 Budget on September 15, 2025; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2026 budget, the City Council has determined that certain appropriations are required and should be approved and made a part of the Fiscal Year 2026 budget; and

WHEREAS, as a result of heavy rains, watersheds and their drainage systems located within the City of Daphne sustained severe damage and require emergency repairs in order to prevent further impacts to the City's watersheds; and

WHEREAS, the City of Daphne has made application with the Natural Resources Conservation Service (NRCS) through their Emergency Watershed Protection (EWP) program for 75% reimbursement of expenses incurred for such watershed emergency repairs at Red Gully Drainage Channel; and

WHEREAS, the EWP Project has been preliminary selected by NRCS for funding with the City of Daphne as the "Sponsor"; and

WHEREAS, the City has received an engineering proposal from Rowe Engineering and Surveying for surveying and civil site design for the aforementioned project in the amount of \$75,475, which will not be eligible for grant reimbursement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that

- 1) Funds in the amount \$75,475 from the General Fund are hereby appropriated and made part of the Fiscal Year 2026 Budget for the engineering fees at Red Gully Drainage Channel Improvements.
- 2) The Mayor is hereby authorized and directed to do or perform or cause to be done or performed in the name of and behalf of the City such other acts, and to execute, deliver, file and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this resolution.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ DAY OF _____, 2026.

ATTEST:

Robin LeJeune, Mayor

Jessica Linne, Interim City Clerk

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2026-08
2026-A-STREET RESURFACING**

WHEREAS, the City of Daphne is required under Section 39-2-2 of the Code of Alabama to secure competitive bids for public works contracts in excess of \$100,000; and

WHEREAS, the City of Daphne acknowledges that the FY2026 Street Resurfacing will exceed \$100,000; and

WHEREAS, the City of Daphne did receive and review bids for the FY2026-A-STREET RESURFACING and has determined that the bid from the lowest responsive and responsible bidder as presented is reasonable; and

WHEREAS, the subject bid is hereby certified contemporaneously with the passing of this resolution that the bid was let in compliance with all applicable provisions of Alabama law; and

WHEREAS, monies have been budgeted for the FY2026 Street Resurfacing projects; and

WHEREAS, staff recommends the bid for FY2026 Street Resurfacing be awarded to Asphalt Services, Inc. to include selected streets from the base bid and the Add Alternate #1.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the City hereby

1. Accepts the bid from Asphalt Services, Inc. for the selected streets from the Base bid **\$1,041,258** and the Additive Alternate **\$104,319** for a total of **\$1,145,577** as specified in BID SPECIFICATION NO. 2026-A-Street Resurfacing and listed below:

				Asphalt Service, Inc.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID AMOUNT
1a	Mill and Pave Bel Air Cir	1	LS	\$ 25,659.00	\$ 25,659.00
1	Mill and Pave Brentwood Dr	1	LS	\$ 132,270.00	\$ 132,270.00
2	Mill and Pave Briarcliff Cir	1	LS	\$ 14,755.00	\$ 14,755.00
3	Mill and Pave Cameron Cir	1	LS	\$ 41,853.00	\$ 41,853.00
4	Mill and Pave Glenwood Cir	1	LS	\$ 14,030.00	\$ 14,030.00
5	Mill and Pave Hidden Cir	1	LS	\$ 13,968.00	\$ 13,968.00
6	Mill and Pave Lake Front Dr	1	LS	\$ 72,700.00	\$ 72,700.00
7	Mill and Pave Michocaun Cir	1	LS	\$ 27,347.00	\$ 27,347.00
8	Mill and Pave Rolling Hill Dr (North Portion - Bayview to 196 Rolling Hill)	1	LS	\$ 177,658.00	\$ 177,658.00
9	Creekbank Dr Entry Rebuild (see sheet C-01 for construction details)	1	LS	\$ 70,160.00	\$ 70,160.00
10	Mill and Pave Ash Ct	1	LS	\$ 39,672.00	\$ 39,672.00
11	Mill and Pave Azalea Ct	1	LS	\$ 19,606.00	\$ 19,606.00
12	Mill and Pave Middle Creek Cir	1	LS	\$ 206,642.00	\$ 206,642.00
13	Mill and Pave North Ct	1	LS	\$ 64,974.00	\$ 64,974.00
14	Mill and Pave Sweet Gum Ct	1	LS	\$ 24,344.00	\$ 24,344.00

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID AMOUNT
15	Leveling	400	Tons	\$ 135.00	\$ 54,000.00
16	Traffic Control Markings and Legends Class 2, Type A (All Streets - Stop Bars)	500	SQFT	\$ 7.00	\$ 3,500.00
17	Traffic Control Markings and Legends Class 2, Type A (Turn Arrows, Cross Walk, Only, Speed Bump Arrows)	1500	SQFT	\$ 7.00	\$ 10,500.00
18	Blue Reflector	40	Each	\$ 8.00	\$ 320.00
19	Top Soil	200	CUYD	\$ 20.00	\$ 4,000.00
20	Sod	750	SQYD	\$ 6.00	\$ 4,500.00
21	Seed	2	Acre	\$ 1,000.00	\$ 2,000.00
22	Hay	2	Acre	\$ 1,000.00	\$ 2,000.00
23	Delivery of Millings to Tallent Ln Facility	1850	CUYD	\$ 8.00	\$ 14,800.00
TOTAL BASE BID					\$ 1,041,258.00

ADDITIVE ALTERNATE NO.1				Asphalt Service, Inc.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID AMOUNT
1	Mill and Pave Ferncliff Cir	1	LS	\$ 30,885.00	\$ 30,885.00
2	Mill and Pave Havenwood Cir	1	LS	\$ 52,348.00	\$ 52,348.00
3	Leveling	100	Tons	\$ 135.00	\$ 13,500.00
4	Traffic Control Markings and Legends Class 1, Type A (Stop Bars)	150	SQFT	\$ 7.00	\$ 1,050.00
5	Traffic Control Markings and Legends Class 2, Type A (Cross Walk)	250	SQFT	\$ 7.00	\$ 1,750.00
6	Blue Reflector	6	Each	\$ 6.00	\$ 36.00
7	Top Soil	40	CUYD	\$ 20.00	\$ 800.00
8	Sod	200	SQYD	\$ 6.00	\$ 1,200.00
9	Hay	1	Acre	\$ 1,000.00	\$ 1,000.00
10	Seed	1	Acre	\$ 1,000.00	\$ 1,000.00
11	Delivery of Millings to Tallent Ln Facility	150	CUYD	\$ 5.00	\$ 750.00
TOTAL OF ADDITIVE ALTERNATE NO. 1					\$ 104,319.00
GRAND TOTAL: BASE BID + ADDITIVE ALTERNATE NO. 1					\$ 1,145,577.00

2. The Mayor is hereby authorized and directed to do or perform or cause to be done or performed in the name of and behalf of the City such other acts, and to execute, deliver, file and record such other instruments, documents, certificates, notifications and related documents, all as shall be required by law or necessary or desirable to carry out the provisions and purposes of this resolution.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA this ___ day of _____, 2026.

Robin LeJeune, Mayor

ATTEST:

Jessica Linne, Interim City Clerk

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2026 – 09**

**A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND
AUTHORIZING THE MAYOR TO DISPOSE OF SUCH PROPERTY**

WHEREAS, the management of the City of Daphne has determined that the item listed below is no longer required for public or municipal purposes; and

WHEREAS, the item listed below is recommended for disposal.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that

1. The property listed below is hereby declared to be surplus property; and

DEPT	EQ/VEH #	DESCRIPTION	VIN/SN
GARBAGE	2150	2021 MACK 28CY AUTOMATED SIDE LOADER	1M2LR2GC6MM004708

2. The Mayor is authorized to advertise and accept bids through Govdeals.com/Liquidity Services Operations LLC as contracted for the sale of such personal property; and
3. The Mayor is authorized to sell said property to the highest bidder and deposit any and all proceeds to the appropriate City fund. The Mayor is further authorized to direct the disposition of any property which is not claimed by any bidder and sign all necessary documents.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2026.

Robin LeJeune, Mayor

ATTEST:

Jessica Linne, Interim City Clerk

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2026 - 10**

APPROPRIATION FOR ADDITIONAL INSURANCE COSTS

WHEREAS, Ordinance 2025-17 approved and adopted the Fiscal Year 2026 budget on September 15, 2025; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2026 budget, the City Council has determined that certain appropriations are required and should be approved and made part of the Fiscal Year 2026 budget; and

WHEREAS, the City has received its annual insurance policy renewal from Robertson Insurance Agency, Inc. and

WHEREAS, the annual insurance policy renewal was approximately \$240,000 higher than the previous year; and

WHEREAS, the Fiscal Year 2026 budget did not anticipate such a large increase in the insurance policy; and

WHEREAS, an additional \$115,000 is needed to pay for the annual insurance policy and any expected policy additions during the year.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that Funds in the amount of **\$115,000** from the **General Fund** are appropriated and made part of the Fiscal Year 2026 budget to fund the increase in the annual insurance policy.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2026.

Robin LeJeune, Mayor

ATTEST:

Jessica Linne, Interim City Clerk

**CITY OF DAPHNE, ALABAMA
RESOLUTION 2026 - 11**

TRANSFER EXCESS CASH FUNDS TO INVESTMENT ACCOUNT

WHEREAS, the City maintains an investment fund for the purpose of long-term capital growth that is held by Charles Schwab; and

WHEREAS, the General Fund has accumulated additional funds that are not required for the day-to-day operations of the City and the City has determined that it can better maximize its earnings by investing the excess funds in the investment account held by Charles Schwab; and

WHEREAS, the City of Daphne Investment Policy and section 11-81-21 of the Code of Alabama authorizes and legislates the types of obligations municipalities may invest in; and

WHEREAS, the City of Daphne did heretofore appoint Mitchell, McLeod, Pugh & Williams, Inc. to serve as Investment Manager and thereby invest City of Daphne funds in governmental securities in accordance with the Code of Alabama and the City of Daphne Investment Policy.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that the Mayor and the Finance Director are hereby authorized to take the necessary steps to invest an additional \$2,000,000 in the Charles Schwab Investment Account.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS _____ day of _____, 2026.

Robin LeJeune, Mayor

ATTEST:

Jessica Linne, Interim City Clerk

I, Jessica Linne, Interim City Clerk of the City of Daphne, Alabama, do hereby certify that the attached is a true and correct copy of Ordinance No. 2026-___, duly adopted by the City Council in their meeting of February 2, 2026, as to which proper notice was given and at which a quorum was in attendance and acting. I further certify that the said ordinance has not been amended, repealed or revoked.

WITNESS my hand and seal of the City of Daphne, Alabama, this the ___ day of _____, 2026.

[SEAL]

Jessica Linne
Interim City Clerk of the City of Daphne, Alabama

AUTHORIZING ORDINANCE

relating to
the issuance of
Not to Exceed \$8,000,000.00
City of Daphne, Alabama
Limited Obligation Project Revenue Warrant (The Fortuna Hotel Project)
Series 2026

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to
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relating to
the issuance of

Not to Exceed \$8,000,000
City of Daphne, Alabama
Limited Obligation Project Revenue Warrant (The Fortuna Hotel Project)
Series 2026

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**CITY OF DAPHNE, ALABAMA
ORDINANCE 2026-05**

BE IT ORDAINED by the City Council of the CITY OF DAPHNE, ALABAMA, as follows:

Section 1. Definitions and Use of Phrases.

(a) **Definitions.** The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations:

“**Annual Term**” means the period from January 1 to December 31 of the applicable calendar year.

“**Authorized Denominations**” means, with respect to the principal of the Warrants, the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof.

“**Authorizing Ordinance**” or “**Ordinance**” means this ordinance, as it may be amended or supplemented, which is also referred to as the Warrant Ordinance under the Project Development Agreement.

“**Business Day**” means any day other than Saturday, Sunday or a day on which banking institutions are required or authorized to close in the City or in the City of New York, New York.

“**City**” means the City of Daphne, Alabama.

“**City Clerk**” means the City Clerk of the City.

“**City Council**” means the City Council of the City and includes any other governing body of the City that may succeed to the functions of said City Council.

“**City Treasurer**” means the Finance Director of the City.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement of Operations**” has the meaning assigned in the Project Development Agreement.

“**Developer**” means TFH DAPHNE 2026, LLC, an Alabama limited liability company, and its successors and permitted assigns, including, without limitation, any affiliate of Developer, any lender, mortgagee, or beneficiary of a deed of trust, that acquires

Developer's interest in the Project, Project Site, or this Agreement by foreclosure, deed in lieu, assignment, or other transfer.

“Drawing” means each installment of principal advanced under the Warrants pursuant to the terms of this Authorizing Ordinance.

“Economic Development Amendment” means Amendments 750 and/or 772 to the *Constitution of Alabama of 1901*, as amended, codified as Section 94.01 of the *Official Recompilation of the Constitution of Alabama of 1901*.

“Eligible Investments” means (i) Federal Securities, (ii) Eligible Time Deposits, and (iii) to the extent that they are at the time legal investments for the City, any of the following: (1) any direct, general obligation of, or any obligation payment of the principal of and interest on which is unconditionally guaranteed by, any one or a combination of agencies or corporations created or controlled by the United States of America if and to the extent that the obligations of such agencies and corporations are secured by the full faith and credit of the United States of America, including, without limitation, the following agencies or corporations: the Export-Import Bank of the United States, the Federal Financing Bank, the Farmer's Home Administration, the Federal Housing Administration, the Maritime Administration, the Federal Home Loan Mortgage Corporation and the Government National Mortgage Association; (2) any repurchase agreement or reverse repurchase agreement with any Qualifying Bank provided that such agreement is secured by obligations or securities described in clauses (i), (ii) and (iii)(1) of this definition; and (3) any share or other investment unit representing a beneficial interest in any money market fund which is registered under the Investment Company Act of 1940, as from time to time amended (or successor provision of federal law), provided that the investment portfolio of such money market fund consists of obligations and securities described in clauses (i), (ii), (iii)(1) and (iii)(2) of this definition; and (4) any Treasury Receipt.

“Eligible Time Deposits” means any time deposit with, or any certificate of deposit issued by, (i) any Qualifying Bank or (ii) any bank or savings bank, provided in the latter case that such time deposit or certificate of deposit is fully insured by the Federal Deposit Insurance Corporation or any agency or instrumentality of the United States of America that may succeed to the functions of either thereof or is secured by a deposit of Federal Securities having a market value at all times not less than the principal amount of such time deposit or certificate of deposit.

“Federal Securities” means direct obligations of the United States of America.

“Fiscal Year” means a fiscal year of the City, which is the period beginning on October 1 of each calendar year and ending on September 30 of the then next ensuing calendar year.

“fully paid”, “payment in full”, or any similar expression with respect to the Warrants, means that all of the Warrants have been paid in full or duly provided for pursuant to Section 29 hereof.

“Holder” means the person in whose name the ownership of a Warrant is registered on the registry books of the Paying Agent pertaining to the Warrants.

“Incentive Commencement Date” has the meaning assigned in the Project Development Agreement.

“Paying Agent” means the City Treasurer in her capacity as registrar, transfer agent and paying agent with respect to the Warrants, or any successor thereto in such capacity as appointed by the City.

“Project” has the meaning ascribed to such term in the Project Development Agreement.

“Project Development Agreement” means that certain Special Economic Development Grant and Project Development Agreement to be dated the date of its delivery, between the City and the Developer.

“Project Site” means the Fortuna Hotel Project, a hotel and commercial development situated in the City at the property more particularly described as the Project Site in the Project Development Agreement.

“Qualifying Bank” means any bank which is a member of the Federal Deposit Insurance Corporation (or any department, agency or instrumentality of the United States of America that may succeed to the functions of such corporation) and whose certificates of deposit are rated “A” by Moody’s Investors Service, Inc. or its successor.

“Special Pledged Taxes” means seventy-five percent (75%) of the sales and use tax, lodgings tax and ad valorem tax levied by and paid to the City from business conducted in relation to the Project, or due to property owned, in the Project Site after Commencement of Operations through the Maturity Date (as defined in the Warrants), excluding any lodging tax levied by and paid to the City that is calculated on a dollar amount per night per room basis (but not excluding any lodging tax based on a percentage of the charge of such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in relation to such rooms).

“Special Pledged Taxes Account” means the Fortuna Hotel Project Pledged Tax Account established hereunder by Section 19 hereof and maintained by the Paying Agent.

“Treasury Receipts” means custodial receipts or other instruments evidencing ownership in future principal or interest payments, or both, with respect to United States Treasury obligations that have been deposited with a custodian or trustee pursuant to a custody or trust agreement which provides for the United States Treasury obligations underlying such custodial receipts or other instrument to be held in a separate account and for all payments of principal and interest received by such custodian or trustee with respect to such underlying obligations to be paid to the Holders of such custodial receipts or other

instruments in accordance with their respective ownership interests in such underlying obligations, provided that the custodian or trustee holding such underlying obligations must be a Qualifying Bank.

“**Warrant Fund**” means the Fortuna Hotel Project Warrant Debt Service Fund created in Section 20 hereof and maintained by the Paying Agent.

“**Warrant**” or “**Warrants**” means the City’s Limited Obligation Project Revenue Warrant (Fortuna Hotel Project), Series 2026, herein authorized to be issued.

(b) Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this ordinance as an entirety and not solely to any particular portion in which any such word is used. The definitions set forth in Section 1(a) hereof include both the singular and the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Section 2. **Findings.** The City Council has ascertained and found and does hereby declare as follows:

(a) Pursuant to the authority granted to the City by the Economic Development Amendment, the City has entered into the Project Development Agreement.

(b) The undertakings by the City and the Developer in the Project Development Agreement including, without limitation, the undertaking regarding providing economic incentives to the Developer, meet the requirements for assistance by the City set forth in the Economic Development Amendment, because, among other things, the performance of the same will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(c) The City does not expect to have sufficient funds in the near future to pay all of the costs of the undertakings by the City in the Project Development Agreement.

(d) Pursuant to the Economic Development Amendment and Section 11-47-2 of the *Code of Alabama*, as amended, the City is authorized to issue the Warrants to provide funds for providing economic incentives to the Developer; the issuance of the Warrants by the City is necessary, desirable and in the public interest; the City has determined that it is in the City’s best interest to provide incentives in order to facilitate the Project (as defined in the Project Development Agreement) and that the development of the Project (i) will advance the economic development of the City, (ii) will promote the convenience, order, propriety and welfare of its citizens, (iii) is a direct benefit to the City and its residents as a result of increased tax revenues to the City, increased property values and additional economic activity in the area of the City surrounding the Project, the creation of new jobs in relation to the Project, and the proportion of tourism related activities and provision of lodging in relation to the City, and (iv) will increase the tax and revenues base of the City

and result in employment opportunities in the City, and thus is in the best interest of the City and serves a valid and sufficient public purpose.

(e) Pursuant to the Economic Development Amendment, the City has caused the Notice attached hereto as **Exhibit A** (the “Notice”) to be published on January 23, 2026 in *The Baldwin Times* with respect to certain actions proposed to be taken, and the Project Development Agreement proposed to be made and delivered, by the Developer, to provide for the economic development of the City thereby. The information set forth in the Notice is true and correct and the publication of the Notice is hereby satisfied and confirmed.

(f) The City finds and certifies that all procedural prerequisites of the Economic Development Amendment have been satisfied, including publication of the required public notice, and that the adoption of this Ordinance to authorize the Warrant is necessary, desirable, and in the public interest.

(g) It is necessary, desirable, and in the best interests of the taxpayers and citizens of the City for the City to deliver and perform the agreements and undertakings of the City set forth in the Project Development Agreement and this Ordinance.

(h) The City does hereby approve, ratify and confirm (i) the form and content of, and the statements set forth in, the Notice and (ii) the publication of the Notice as set forth in Section 1 of this resolution.

Section 3. **Authorization and Description of the Warrants.**

(a) Authorization of Warrants. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the *Code of Alabama* 1975, as amended, and the Economic Development Amendment, and for the purposes set forth in the preceding Section 2 hereof, there are hereby authorized to be issued by the City its Limited Obligation Project Revenue Warrant (The Fortuna Hotel Project), Series 2026, which shall be issued in the principal amount of \$8,000,000.00; provided, however, that if insufficient Special Pledged Taxes are available on the Maturity Date (as provided in the Warrants) to the pay the total principal amount of \$8,000,000, no amounts in excess of the Special Pledged Taxes will be owed under the Warrant. The Warrants shall, subject to the provisions of Section 14 hereof, be dated the Issue Date, shall be numbered R-1 upwards and shall be issued initially to the Developer. The Warrants shall mature and become payable monthly on the last day of each month following the Incentive Commencement Date, in accordance with the Project Development Agreement, but not to be later than thirty (30) years from the date of issuance thereof pursuant to the Warrant Act, and shall not bear interest. The Warrants shall be initially issued and registered in the name of the Developer.

(b) Method of Payment. The principal of the Warrants shall be payable by check or draft mailed or otherwise delivered by the Paying Agent to the respective Holders thereof at their addresses as they appear on the registry books of the Paying Agent pertaining to the registration of the Warrants; provided that the Paying Agent’s records of

the principal payments and outstanding principal balance will be controlling and further provided that the final payment of such principal shall be made only upon surrender of the appropriate Warrants to the Paying Agent. The foregoing to the contrary notwithstanding, a Holder of \$1,000,000 or more in principal amount of the Warrants may make arrangements with the Paying Agent for payment of the principal of such Warrants by wire transfer to an account such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent.

(c) Source of Payment. The principal of the Warrants shall be payable solely from the proceeds, if any, of the Special Pledged Taxes. Neither the Warrants nor any of the agreements herein contained shall constitute a general indebtedness of the City. The general faith and credit of the City are not pledged for payment of the Warrants, which shall not be general obligations of the City. Neither this Authorizing Ordinance nor the Warrants shall be deemed to impose upon the City any obligation to pay the principal of the Warrants, except with the proceeds, if any, of the Special Pledged Taxes. The Warrants do not bear any interest. None of the agreements, representations and warranties made or implied in this Authorizing Ordinance shall ever impose any personal or pecuniary liability or charge upon the City, whether before or after the breach by the City of any such agreement, representation or warranty, except with respect to the proceeds, if any, of the Special Pledged Taxes. Nothing contained in this subsection shall, however, relieve the City from the performance of the several agreements and representations on its part herein contained or in the Project Development Agreement.

Section 4. Optional Redemption Provisions. The Warrants shall be subject to redemption and prepayment prior to their maturity, at the option of the City, in whole or in part, at any time and at a redemption price equal to the principal amount thereof to be redeemed.

Section 5. Pledge of Special Pledged Tax; Deposit in Special Pledged Tax Account. The proceeds, if any, of the Special Pledged Taxes are hereby irrevocably pledged for the payment of the principal of the Warrants or for the purchase of the same on the open market. The said pledge shall begin on the date of Commencement of Operations and end on the twenty-fifth (25th) anniversary of the Incentive Commencement Date, or such earlier date on which the Warrants shall have been paid in full or defeased in accordance with the provisions of Section 29 of this Authorizing Ordinance. The City represents that the said pledge for the Warrants is the only pledge made of the proceeds of the Special Pledged Taxes.

The City covenants that it will deposit, no later than ten (10) calendar days after the last Business Day of each calendar month, the Special Pledged Taxes into the Special Pledged Taxes Account; provided that, if there is a default in the payment of principal on the Warrants, the City shall immediately, upon the receipt of the said Special Pledged Taxes, deposit the same in the Special Pledged Taxes Account and immediately cause such Special Pledged Taxes, in appropriate amounts, to be paid to Developer from the Special Pledged Taxes Account and/or Warrant Fund to cure such default.

Section 6. **Mandatory Sinking Fund Redemptions.** The Warrants are required to be redeemed on the last day of each month, commencing on the applicable month immediately following the Commencement of Operations, and on each month thereafter, with the final scheduled mandatory redemption to occur on the date that is the earlier of (i) twenty five (25) years after the Incentive Commencement Date or (ii) the principal amount of the Warrant (\$8,000,000.00) is paid in full, but not to be later than January 1, 2061, with the amount of each annual redemption of principal amount being equal to the amount of funds in the Special Pledged Taxes Account. The Warrants shall be redeemed at a redemption price equal to the principal amount to be redeemed. The redemption price shall be payable on each scheduled redemption date to the Holders of record as forty-five (45) days next preceding the date fixed for such redemptions.

Section 7. **Purchase of Warrants for Retirement.** The City may at any time and from time to time purchase Warrants for retirement using funds from the Warrant Purchase Fund, provided that (i) City shall provide Developer or Holder at least thirty (30) days prior written notice of such purchase, (ii) no purchase shall reduce or defer the City's obligations to deposit Special Pledged Taxes, and (iii) if less than all of the Warrant is purchased, application of the retired principal to scheduled payments shall be as directed by the Holder (or, absent direction, pro rata across remaining scheduled payments).

Section 8. **Form of Warrants.** The Warrants, the registration certificate, the City Treasurer's Certificate and the assignment pertaining thereto shall be in substantially the following forms, with such insertions, omissions and other variations, as may be necessary to conform to the provisions of this Authorizing Ordinance:

* * * * *

(Form of Warrant)

THIS WARRANT HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTIONS PROVIDED BY SAID ACT, OR (ii) UNDER ANY STATE SECURITIES LAW, IN RELIANCE UPON APPLICABLE EXEMPTIONS, AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM.

This Warrant may be transferred only to (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act"), whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; or (iv) a sophisticated investor possessing sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Warrant. Each transferee shall be required to execute and deliver to the City an investment letter substantially in the form attached as Exhibit B to the hereinafter defined Authorizing Ordinance.

THIS WARRANT DOES NOT BEAR INTEREST

**UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF DAPHNE, ALABAMA
LIMITED OBLIGATION PROJECT REVENUE WARRANT
(THE FORTUNA HOTEL PROJECT)
SERIES 2026 (TAXABLE)**

DATE OF WARRANT

MATURITY DATE

[_____], 2026

Not later than [_____], 20[____], as provided below

Subject to prior payment and other provisions as herein provided, the City Treasurer of the City of Daphne, Alabama, a municipal corporation in the State of Alabama (herein called the "City"), is hereby ordered and directed to pay to TFH DAPHNE 2026, LLC, an Alabama limited liability company, or its permitted registered assigns, to whom the City acknowledges itself indebted in the principal amount hereafter set out, the principal sum of EIGHT MILLION AND NO/100 U.S. DOLLARS (\$8,000,000.00) solely from the Special Pledged Taxes deposited in the Series 2026 Warrant Fund, at the times and in the manner hereinafter provided on the date specified above. This Warrant shall be in the principal amount outstanding from time to time from the date hereof (the "Issue Date"), until the maturity hereof. This Warrant shall not bear interest. The final principal amount of this Warrant shall be payable only upon presentation and surrender of this Warrant at the office of the City Treasurer at City Hall in Daphne, Alabama, or his or her successor as Paying Agent under the ordinance providing for the issuance of the Warrant hereinafter referred to (said office of the City Treasurer, together with his or her successors in such capacity, being herein called the "Paying Agent"). Notwithstanding any of the foregoing, a registered owner of \$1,000,000 or more in principal amount of the Warrant may make arrangements with the Paying Agent for payment of the principal of the Warrant to be made by wire transfer to an account of such registered owner maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent.

This warrant is the duly authorized warrant of the City designated a Limited Obligation Project Revenue Warrant (The Fortuna Hotel Project), Series 2026, in the principal amount of \$8,000,000.00 (herein called the "Warrant"). The Warrant has been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly

Amendment 772 to the *Constitution of Alabama of 1901* (codified as Section 94.01 of the *Official Recompilation of the Constitution of Alabama of 1901*) and Section 11-47-2 of the *Code of Alabama of 1975*, and an ordinance providing for the issuance of the Warrant duly adopted by the City Council of the City on February 2, 2026, (the "Authorizing Ordinance").

The Warrant is subject to redemption, at the option of the City, in whole or in part, at any time. Such redemption shall be at and for a redemption price equal to the principal amount thereof to be redeemed.

The Warrant is subject to scheduled mandatory redemption on the last day of each month, commencing on the applicable month immediately following the Commencement of Operations (as defined in the Special Economic Development Grant and Project Development Agreement between the City of Daphne, Alabama and TFH DAPHNE 2026, LLC, an Alabama limited liability company, dated as of February 2, 2026 (the "Development Agreement")), and on each month thereafter, with the final scheduled mandatory redemption to occur on the date that is the earlier of (i) twenty five (25) years after the Incentive Commencement Date (as defined in the Development Agreement) or (ii) the principal amount of the Warrant (\$8,000,000.00) is paid in full, but not to be later than January 1, 2061, at and for a redemption price equal to the principal amount thereof to be redeemed. The principal amount to be so redeemed on each such last day of each month is set forth in Section 6 of the Authorizing Ordinance.

By the execution of this Warrant, the City acknowledges that it is indebted to the payee hereof in the principal amount hereof in accordance with the terms hereof and solely from the sources of payment provided for herein. The indebtedness evidenced and ordered paid by this Warrant is not a general obligation of the City, and the full faith and credit of the City are not pledged for payment thereof. The said Warrant is payable solely from the proceeds of the City's "Special Pledged Taxes." For purposes of this Warrant, the "Special Pledged Taxes" shall have the meaning assigned in Section 1 of the Authorizing Ordinance, levied by and paid to the City from business conducted at The Fortuna Hotel Project more particularly described in the Authorizing Ordinance as the "Project Site." The pledge of the Special Pledged Taxes shall end at midnight on that certain date that is twenty five (25) years from the Incentive Commencement Date, or such earlier date on which the Warrant shall be paid in full or shall have been defeased in accordance with the provisions of Section 29 of the ordinance providing for the issuance of the Warrant. The City's obligation to make payments on this Warrant and to pledge the Special Pledged Taxes to repayment of this Warrant is subject to the terms and conditions of the Project Development Agreement and the Authorizing Ordinance. The Special Pledged Taxes are hereby pledged to the payment, and for the benefit, of this Warrant, subject to, in accordance with *Johnson v. Sheffield*, 183 So. 265 (Ala. 1938), the law-imposed requirement that, if necessary, there must first be paid from all funds and revenues for the City (including without limitation the Special Pledged Taxes) the legitimate and necessary governmental expenses of operating the City.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description; that this Warrant has been registered as a claim against the City in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to or in the issuance of this Warrant do exist, have been

performed and have happened in due and legal form; and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

The Warrants are issuable only as a fully registered Warrant in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof. Provision is made in the Authorizing Ordinance for the exchange of the Warrant for a like aggregate principal amount of Warrants in authorized denominations, all upon the terms and subject to the conditions set forth in the Authorizing Ordinance.

Subject to the terms of an investment letter to be executed by the registered Holders hereof, this Warrant is transferable by the registered Holder hereof, in person or by authorized attorney, only pursuant to the requirements and conditions of the Project Development Agreement and the Authorizing Ordinance, only on the books of the Paying Agent, only upon surrender of this Warrant to the Paying Agent for cancellation, and upon receipt of an executed investment letter from the transferee in the form attached to the Authorizing Ordinance, and upon any such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Authorizing Ordinance. Each Holder, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Paying Agent are concerned, this Warrant may be transferred only in accordance with the provisions of the Project Development Agreement and the Authorizing Ordinance and the terms of an investment letter executed by the registered Holders hereof.

The Paying Agent shall not be required to transfer or exchange this Warrant during the period following the close of the Paying Agent's business on the forty-fifth day next preceding the date fixed for redemption of this Warrant.

The ordinance providing for the issuance of the Warrant provides that all payments by the City or the Paying Agent to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. ANY TRANSFEREE OF THIS WARRANT TAKES IT SUBJECT TO ALL PAYMENTS OF PRINCIPAL IN FACT MADE WITH RESPECT HERETO.

Execution by the Paying Agent of its registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the City has caused this Warrant to be executed with the signature of the Mayor, has caused a facsimile of its official seal to be hereunto imprinted, has caused this warrant to be attested by the signature of its City Clerk, and has caused this warrant to be dated the date hereinafter specified.

CITY OF DAPHNE, ALABAMA

By _____
Mayor

Attest:

City Clerk

REGISTRATION CERTIFICATE

I hereby certify that this warrant has been duly registered by me at the time of issuance as a claim against City of Daphne, in the State of Alabama, and the Series 2026 Warrant Fund referred to herein.

Treasurer of City of Daphne

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Baldwin County, State of Alabama entered on the ____ day of _____, ____.

Clerk of Circuit Court of Baldwin County, State of Alabama

REGISTRATION OF OWNERSHIP

This warrant is recorded and registered on the warrant register of City of Daphne in the name of the last owner named below. The principal of this warrant shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of City</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named City with full power of substitution in the premises.

Dated: _____

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the fact of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank, Trust Company or Firm*)

By _____
(Authorized Officer)

Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchange Medallion Program (SEMP) or New York Stock Exchange Medallion Signature Program (MSP)

* * * * *

Section 9. Execution of Warrants by City. The Warrants shall be executed on behalf of the City by the Mayor and attested by the City Clerk, and the seal of the City shall be impressed on each of the Warrants; provided that the signatures of the said Mayor and the City Clerk on the Warrants may be facsimile or electronic signatures of the said officers imprinted thereon, and the seal of the City appearing on the Warrants may be facsimile or electronic of such seal imprinted thereon (it being understood that a condition to the validity of each Warrant is the appearance on such Warrant of a Registration Certificate, substantially in the form hereinabove provided, executed by the manual signature of an authorized officer of the Paying Agent and a City Treasurer's Certificate, substantially in the form hereinabove provided, executed by the manual, electronic, or facsimile signature of the City Treasurer of the City). Signatures on the Warrants by persons who are officers of the City at the times such signatures were written or printed shall continue to be effective although such persons cease to be such officers prior to the delivery of the Warrants, whether initially issued or exchanged for Warrants of different denominations from those initially issued.

Section 10. Registration Certificate on Warrants. A registration certificate by the Paying Agent, in substantially the form hereinabove recited, duly executed by the manual signature of an authorized officer of the Paying Agent, shall be endorsed on each of the Warrants and shall be essential to its validity. The City may impose no fee for registration or transfer other than customary out-of-pocket costs (e.g., shipping). Upon written direction from the Developer or Holder, the City shall make payments directly to any designated lender or permitted assignee until revoked by written notice.

Section 11. City Treasurer's Certificate on Warrants. A City Treasurer's Certificate by the City Treasurer of the City, in substantially the form hereinabove recited, duly executed by the manual, electronic, or facsimile signature of the said officer, shall be endorsed on each of the Warrants and shall be essential to its validity. Such certificate shall be conclusive of the due registration of the claim against the City represented by the Warrants.

Section 12. **Registration and Transfer of Warrants.** The Warrants shall be registered as to principal and shall be transferable only on the registry books of the Paying Agent pertaining to the Warrants, subject to the terms of an investment letter executed by the initial Holder of the Warrants. The Paying Agent shall be the registrar and transfer agent of the City and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Warrants as are presented for those purposes, all in the manner and to the extent hereinafter specified. The Warrants shall be transferable only on the transfer books of the Paying Agent. No transfer of any Warrants shall be valid hereunder unless such Warrants are presented at the office of the Paying Agent with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Paying Agent whereupon the City shall execute, and the Paying Agent shall authenticate and deliver to the transferee a new Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name any Warrant is registered on the books of the Paying Agent shall be the sole person to whom or on whose order payments on account of the principal thereof thereon may be made. The Warrants may not be assigned, hypothecated, pledged, or transferred except upon the prior written consent of the City as set forth in a resolution of the governing body of the City with respect thereto, unless such assignment, hypothecation, pledge, or transfer is permitted under the Project Development Agreement, e.g. Sections 5.04, 6.06, and 8.06 of the Project Development Agreement, which are incorporated herein by reference as if set forth in full. Each registered owner of any of the Warrants, by receiving or accepting such Warrants, shall consent and agree and shall be estopped to deny that, insofar as the City and the Paying Agent are concerned, the Warrants may be transferred only in accordance with the provisions of this Authorizing Ordinance, the Project Development Agreement and the terms of the investment letter, the form of which is attached as **Exhibit B** hereto. Notwithstanding the foregoing or anything herein or in the Project Development Agreement to the contrary, the City acknowledges and agrees that Developer's lender(s), mortgagee(s), beneficiary(ies) under a deed of trust, equity investor(s), or other parties holding interest in the Project or Developer may require a collateral assignment of the Developer's rights under the Warrants. In the event that any such collateral assignment is required, Developer shall have the right to collaterally assign its rights under this Ordinance and/or Warrants, whether at the closing of a construction loan or another time and from time to time. As a component of such collateral assignment of Developer's rights under this Ordinance and/or the Warrant, the City shall execute and deliver such consent(s) of collateral assignment and/or estoppel certificates in the form and substance reasonably required by Developer and/or such aforementioned interested parties for the Project, and if required by Developer and/or such aforementioned interest parties pursuant to the express terms of such collateral assignment form, the City will make payments under the Warrant directly to such interest parties.

The Paying Agent shall not be required to register or transfer any Warrant duly called for redemption (in whole or in part), during the period following the close of business of the Paying Agent's business on the forty-fifth (45th) day next preceding the date fixed for such redemption.

The Warrants may be transferred only to (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act"), whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; (iv) a sophisticated investor possessing

sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Warrants; or (v) Developer's lender(s), mortgagee(s), beneficiary(ies) under a deed of trust, equity investor(s), other parties holding interest in the Project or Project Site, or successor fee simple owners of the Project Site. Each transferee shall be required to execute and deliver to the City an investment letter in the form attached as **Exhibit B** hereto.

Section 13. **Exchange of Warrants.** Upon the request of the Holder of the Warrants, the City shall execute, and the Paying Agent shall register and deliver, upon surrender to the Paying Agent of such Warrant in exchange therefor, a Warrant in different Authorized Denominations of the same maturity and interest rate and together aggregating the same principal amount as the then unpaid principal of the Warrant so surrendered, all as may be requested by the person surrendering such Warrant or Warrants; provided that the Paying Agent shall not be required so to register and deliver any of the Warrants in exchange for others during the period following the close of the Paying Agent's business on the forty-fifth (45th) day next preceding the date fixed for redemption of such Warrant or Warrants.

The registration, transfer and exchange of Warrants (other than pursuant to Section 17 hereof) shall be without expense of the Holder or transferee. In every case involving any transfer, registration or exchange, such Holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

Section 14. **Dating of Warrants.** All Warrants shall be dated the date of their delivery.

Section 15. **[Reserved]**

Section 16. **Persons Deemed Owners of Warrants.** The City and the Paying Agent may deem and treat the person in whose name a Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same.

Section 17. **Replacement of Mutilated, Lost, Stolen or Destroyed Warrants.** In the event any Warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed Warrants, if there is first furnished to the City and the Paying Agent evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Warrant.

Section 18. **General Provisions Respecting Redemption of Warrants.** Any optional redemption of the Warrants pursuant to the Authorizing Ordinance shall be effected in the following manner:

(a) The City Council shall adopt a resolution in which it shall call for redemption, when they are by their terms subject to redemption, of the Warrants (and, in case less than the entire

outstanding principal amount of the Warrants is to be redeemed, the principal amount thereof to be redeemed).

(b) The City (or the Paying Agent on its behalf) shall also cause to be forwarded by United States registered or certified mail to the registered owner of each Warrant the principal of which is to be redeemed in whole or in part, at the address of such registered owner as such address appears on the registry books of the Paying Agent pertaining to the Warrants, a notice stating the following: the Warrants bearing stated numbers (and, in case less than the entire outstanding principal amount of any Warrant is to be redeemed, the principal amount thereof to be redeemed) have been called for redemption and will become due and payable at the specified redemption price on a specified redemption date. Such notice shall be so mailed not more than sixty (60) nor less than thirty (30) days prior to the date fixed for redemption, but Holders of the Warrants may waive by written notice the requirements of this subparagraph with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrant.

(c) Not later than the date fixed for redemption, the City (i) shall deposit or cause to be deposited with, or otherwise make available to, the Paying Agent the total redemption price of the Warrants so called for redemption, and (ii) shall furnish to the Paying Agent a certified copy of the resolution referred to in the foregoing subparagraph (a) of this section.

When the provisions of the foregoing subparagraphs (a), (b) and (c) of this Section 18 have been complied with, the Warrants so called for redemption (or, in the case of the Warrants called for redemption in part, the portions thereof called for redemption) shall become due and payable (at the place or places at which the same shall be payable), at the redemption price and on the redemption date specified in such notice, anything herein or in the Warrants to the contrary notwithstanding, and the Holders of such Warrants shall then and there surrender them for redemption at the principal office of the Paying Agent in exchange for and conditioned upon one or more new Warrants in Authorized Denominations and in an aggregate principal amount equal to the unredeemed portion of the Warrant so surrendered, all as shall be requested by the Holder of such Warrant so called for partial redemption; and out of the moneys so deposited with it, the Paying Agent shall make provision for payment of the Warrants (or portions thereof) so called for redemption, at the redemption price and on the redemption date so specified.

Section 19. Special Pledged Taxes Account. There is hereby created an escrow account, the name of which shall be the “The Fortuna Hotel Project Special Pledged Taxes Account,” which shall be maintained as long as any of the Warrants are outstanding and unpaid. The Paying Agent shall be the depository, custodian and disbursing agent for the Special Pledged Taxes Account. Upon request of Developer or a Holder, the City or Paying Agent shall from time to time provide reasonable documentation evidencing amounts held in the Special Pledged Taxes Account.

Moneys on deposit in the Special Pledged Taxes Account shall be held therein and transferred to other funds from time to time in accordance with the provisions of Section 23 hereof.

Section 20. Warrant Fund. There is hereby created a special escrow fund, the name of which shall be the “The Fortuna Hotel Project Warrant Debt Service Fund,” for the purpose of

providing for the payment of the principal of the Warrants. The Warrant Fund shall be maintained until the principal of the Warrants shall have been paid in full, payment duly provided therefor in a manner which will cause the Warrants to be no longer outstanding, or the pledge of the Special Pledged Taxes has expired pursuant to the Project Development Agreement or the Authorizing Ordinance. The Paying Agent shall be the depository, custodian and disbursing agent for such fund. Upon request of Developer or a Holder, the City or Paying Agent shall from time to time provide reasonable documentation evidencing amounts held in the Warrant Fund. No transfer from the Warrant Fund to other City purposes shall occur until payment in full/defeasance of the Warrant or expiration of the pledge under this Ordinance.

Any moneys paid into the Warrant Fund shall be used solely for payment of the principal of the Warrants as the same mature and come due or the redemption price of Warrants as the same shall come due. All amounts deposited in the Warrant Fund shall be applied to the payment of principal of the Warrants within the timeframes specified in the Project Development Agreement.

Section 21. [Reserved]

Section 22. [Reserved]

Section 23. **Flow of Funds among Special Pledged Taxes Account and the Warrant Fund.** The moneys on deposit in the Special Pledged Taxes Account shall be paid into the Warrant Fund in an amount equal to the principal amount to be redeemed, in immediately available funds, on or before the applicable redemption date, until the Warrants are paid in full and at times and based on the schedule provided in this Ordinance and the Project Development Agreement.

Section 24. [Reserved]

Section 25. **Transfers or Payments Made through Transfers of Balances of Eligible Investments.** Whenever any provisions of this Authorizing Ordinance requires a transfer or payment of moneys to be made from any fund or account created under this Authorizing Ordinance to any other fund or account created under such ordinance, then, to the extent that the moneys held in the fund or account from which such transfer or payment is to be made are at the time invested in Eligible Investments, the Paying Agent may, in lieu of liquidating such Eligible Investments to obtain cash for making such payments or transfer, effect such payment or transfer by transferring, in its records, pertaining to such funds and accounts, Eligible Investments, or a portion thereof, in a principal amount equal to the amount of the required transfer or payment, provided that any required transfer or payment of moneys from one fund or account to another fund or account may be made by transferring principal amounts of Eligible Investments only if (i) such investments shall be authorized herein as investments for moneys held in the fund or account to which any principal amount of such investments shall be transferred and (ii) such investments shall mature, or be subject to redemption at the option of the Holder, on or before the date for which the required transfer or payment shall be needed in cash for the purposes of such fund or account.

Section 26. **Investment of Moneys in Funds and Accounts.** Subject to the right of the City specified below to direct the investment of moneys in the funds and accounts created hereunder, moneys held in any fund or account created hereunder shall be continuously invested

and reinvested by the Paying Agent in Eligible Investments which shall have the highest interest rate or profit potential among Eligible Investments reasonably known and available to the Paying Agent in the ordinary course of its business and which shall mature on such dates (or be subject to redemption at the option of the Holder thereof on such dates and at such stated prices) as will assure the availability of cash in each such fund or account to make any payments therefrom required by the provisions hereof. Subject to the provisions of Section 25 hereof, any Eligible Investments acquired by the Paying Agent pursuant to the provisions of this section shall be deemed at all times to constitute part of the fund or account from which the moneys were withdrawn to acquire such investments, and all income earned, profits realized and losses suffered by reason of the acquisition or disposition of such investments shall be credited or charged, as the case may be, to the particular fund or account to which such investment belongs except that earnings on investments in the Warrant Fund shall be deposited in the Special Pledged Taxes Account. In any determination of the amount of moneys at any time held in any trust fund or account created hereunder, all investments at any time forming a part thereof shall be valued at their then market value.

The Paying Agent may sell, redeem or otherwise convert into cash any Eligible Investments constituting a part of any of the funds or accounts created hereunder to the extent necessary (as the Paying Agent shall determine in the exercise of its sole discretion) to provide cash in such funds or accounts for any payments required by the provisions hereof to be made therefrom or to facilitate the transfers of moneys between various funds and accounts as may from time to time be required or permitted by the provisions hereof. Upon written request of an authorized representative of the City, the Paying Agent shall cause any investments constituting part of any of such funds or accounts to be sold, redeemed or otherwise converted into cash, but only if, in the case of investments constituting part of the Warrant Fund, such sale, redemption or other conversion into cash will not jeopardize the payment, when due, of the principal of the Warrants or the redemption price of any Warrants required to be redeemed.

In making any investment of moneys held in any of the funds or accounts created hereunder, the Paying Agent will follow such instructions as may be given to it by an authorized representative of the City, but only if and to the extent that such instructions are not inconsistent with the applicable provisions hereof. The Paying Agent shall not be liable for any losses incurred in connection with investments made or disposed of in accordance with the provisions of this section. Notwithstanding anything herein, the selection, holding, or disposition of any Eligible Investments (and any gain or loss thereon) shall not reduce, defer, or excuse the City's obligations to deposit Special Pledged Taxes into the Warrant Fund and to apply such amounts to Warrant payments in required amounts and when due.

Section 27. Commingling of Moneys in Separate Funds and Accounts. Any provisions of the Authorizing Ordinance to the contrary notwithstanding, moneys held in any fund or account created hereunder may be commingled and combined with moneys held in another fund or account for the purpose of making investments under the provisions of Section 26 hereof, subject to the following conditions:

- (a) all interest, income or profit realized from any such commingled investment shall be credited, and all losses resulting therefrom shall be charged, to each such fund or

account in the same respective proportions as the amount invested from each such fund or account bears to the total amount so invested; and

(b) no moneys forming a part of any such fund or account shall be invested in any investments other than such as are herein expressly authorized for such fund or account.

Section 28. Resignation of Paying Agent; Appointment of Successor. The Paying Agent may resign and be discharged from the duties hereby created by causing written notice specifying the effective date of such resignation to be forwarded by United States registered or certified mail, postage prepaid, to the City and to every registered owner of a Warrant. Unless the effective date of the Paying Agent's resignation shall coincide with the appointment of a successor Paying Agent by the registered owner of the Warrant as herein provided, such date shall be at least thirty (30) days after the date on which notice to the City and the registered owners of the Warrant shall have been mailed.

If the Paying Agent shall resign, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor shall be appointed by the City. Every successor Paying Agent appointed pursuant to this section, unless it is the City acting through its officer or employee, shall be a trust company or bank authorized to administer trusts and having, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$100,000,000, if there be such an institution willing, qualified and able to accept appointment as Paying Agent on reasonable and customary terms. The City shall provide Developer and any Holder reasonable written notice of any such events and reasonable documentation specifying the successor Paying Agent and shall, at City's sole costs and expense, pay all fees and charges in the connection with the replacement of the Paying Agent.

Section 29. Payment. When the Warrants shall have been paid and discharged in full, and there shall have been paid all fees and charges of the City and the Paying Agent due or to become due through the date on which the Warrant is retired, then the obligations of this Authorizing Ordinance and the Warrants, except as provided below, shall cease, terminate and become null and void, and thereupon the Trustee shall release this Indenture, including the cancellation and discharge of the lien hereof.

Section 30. Award of Warrants. The Warrants are awarded to the Developer in consideration of its undertakings as provided in the Project Development Agreement.

Section 31. Reporting; Project-Level Accounting; Confidentiality. The City shall provide monthly deposit reports and quarterly accountings of Special Pledged Taxes and Warrant Fund activity in reasonable detail available from City records and shall maintain reasonable account coding to track Project receipts where practicable. Confidential taxpayer data will be handled consistent with applicable law; non-public information furnished by Developer shall be treated as confidential to the maximum extent permitted by law.

Section 32. **Denominations of Warrants as Initially Issued and Initial Registered Owners.** The Warrants shall be initially issued as a single fully registered Warrant payable to the Developer in accordance with the schedule provided in this Ordinance and the Project Development Agreement.

Section 33. **Provisions for Payment at Par.** Each bank or office at which the Warrants shall at any time be payable by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holders of the Warrants that it will make, out of the funds supplied to it for that purpose, all remittances of principal on the Warrants in bankable funds at par without any deduction for exchange or other costs, fees or expense. The City agrees with the Holders of the Warrants that the City will pay all charges for fees and expenses which may be made by such bank in the making of remittances in bankable funds of the principal of the Warrants.

Section 34. **Assignments; Lender Protections; Direct Payment; Estoppel Certificates; Transfers.** Developer may assign or collaterally assign its rights under this Ordinance and the Warrant to any Lender or assignee in accordance with Sections 5.04, 6.06, and 8.06 of the Project Development Agreement or as otherwise permitted thereunder, and subject to the terms of the Investment Letter. The City shall execute consents/recognitions and estoppel certificates reasonably requested and, if directed in writing by Developer or Holder, shall make payments directly to such Lender/assignee. Any Lender/assignee shall have the right to cure Developer defaults within the same periods afforded to Developer after notice. Upon written request by Developer (or any designated purchaser, transferee, or Lender), the City shall within fifteen (15) days deliver an estoppel certificate in the form reasonably requested by Developer (customary contents), permitted to be relied upon by the addressee and its successors/assigns.

Section 35. **Creation of Contract.** The provisions of the Authorizing Ordinance shall constitute a contract between the City and each Holder of the Warrants.

Section 36. **Covenant by Developer.** The Developer acknowledges that the City has advised it that the City intends to redeem the Warrants on the earliest practicable date and to redeem them as sufficient funds are available from the Special Pledged Taxes Account from time-to-time. The Developer shall also provide the City's Executive Financial Director estimated construction commencement dates and estimated construction completion dates, as requested in writing by the said Executive Financial Director.

Section 37. **Notice.** All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, addressed as follows:

(a) If to the Developer:

TFH Daphne 2026, LLC
c/o 68 Ventures
707 Belrose Ave.

Daphne, AL 36526
Attention: Nathan Cox; Caldwell Cunningham; Cameron Thatcher

with a copy to:

Byrd Campbell, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
Attention: James Campbell; James Wallace; Jake Paglialonga

(b) If to the Paying Agent:

City of Daphne, Alabama
Attention: Mayor
1705 Main Street
Daphne, Alabama 36526

with a copy to:

Adams and Reese, LLP
Attention: A. Patrick Dungan
11 North Water Street, Suite 23200
Mobile, Alabama 36602

Any party may change its address for receiving notice by giving notice of a new address in the manner provided herein.

Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or the next business day, if sent by overnight courier.

Section 38. **Provisions of Authorizing Ordinance Severable.** The provisions of the Authorizing Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of the Authorizing Ordinance.

Section 39. **Closing.** The Mayor is authorized to take all actions which may be necessary or desirable to sell and close on the Warrants, including but not limited to signing the necessary documents, certificates and instruments relating to this Authorizing Ordinance, the Warrants and the Project Development Agreement on behalf of the City, and taking all other steps that the Mayor, in his sole discretion, may deem necessary. The Mayor and the City Clerk and City Treasurer are each authorized to take all actions and to execute all documents necessary to complete the issuance of the Warrants.

Section 40. **Validation Proceedings.** Subject to the terms of the Project Development Agreement, the Council hereby authorizes and directs Adams and Reese LLP, to file a complaint in the Circuit Court of Baldwin County, Alabama, commencing judicial proceedings for the

validation of the Warrant (including without limitation, validation of the issuance of the Warrant, the sources for the payment of the Warrant, and the proceedings authorizing the issuance of the Warrant) and to take such actions and follow such procedures as in their judgment shall be necessary for the successful prosecution of such suit. Such validation proceedings may present for judicial determination such issue or issues as such law firm may consider to be necessary and appropriate in order to address and resolve any legal uncertainties related to the issuance of the Warrant. Validation shall encompass this Ordinance, the Project Development Agreement, the Warrant, and the pledge of Special Pledged Taxes, to the extent required by applicable law.

Section 41. **Special Economic Development Grant and Project Development Agreement.** The Mayor and City Clerk are hereby authorized to execute and deliver on behalf of the City a Project Development Agreement in substantially the form attached hereto as **Exhibit C**, with any revisions thereto as may be approved by the Mayor of the City, with such execution and delivery to be conclusive proof of the Mayor's approval.

Section 42. **Repealing Clause.** All prior ordinances, orders, resolutions or proceedings of the City Council, in conflict with the provisions of this Ordinance, shall be, and the same are, hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Section 43. **Governing Law.** This Authorizing Ordinance shall be governed by the laws of the State of Alabama.

[City Clerk signature page to follow]

ADOPTED this _____ day of _____, 2026.

[S E A L]

Robin LeJeune, Mayor

ATTEST:

Jessica Linne, Interim City Clerk

EXHIBIT A
Legal Notice
(See Attached)

EXHIBIT B

Form of Investment Letter

_____, 2026

City of Daphne, Alabama
1705 Main Street
Daphne, AL 36526

Re: Not exceeding \$8,000,000 City of Daphne, Alabama, Limited Obligation Project Revenue Warrant (Fortuna Hotel Project), Series 2026

Ladies and Gentlemen:

The undersigned is the purchaser of the above-captioned issue of warrants (the "Warrants"), issued by the City of Daphne, Alabama (the "City") pursuant to that certain Authorizing Ordinance adopted by City Council of the City on February 2, 2026 (the "Authorizing Ordinance"). In connection with such purchase, the undersigned hereby represents, warrants, covenants, and agrees as follows:

1. The undersigned is: (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act"), whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; or (iv) a sophisticated investor possessing sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Warrants.

If the undersigned is an individual accredited investor (as defined in Rule 501(A)(5) or (6) under the Securities Act of 1933, then (check the applicable box(es)):

A natural person whose individual net worth as of the date hereof (including the net worth of the Purchaser's spouse if the Purchaser is married) exceeds \$1,000,000. For purposes of this document, the term "net worth" shall not include the value of, or the amount of indebtedness secured by, the primary residence of the Purchaser; provided, however, if the primary residence is secured by indebtedness in an amount in excess of the value of such residence, such excess indebtedness shall be deducted from the Purchaser's net worth.

A natural person who had an individual income that exceeded \$200,000 or joint income with his or her spouse in excess of \$300,000 in each of the two most recent years and reasonably expects that in the current year his or her or their income will reach the same level. For purposes of this document, the term "income" shall mean adjusted gross income, as reported or to be reported for Federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) amounts contributed to an Individual Retirement Account (as defined by the Internal Revenue Code (the "Code")) or Keough retirement

plan, (ii) any deductions for depletion (pursuant to Section 611 et seq. of the Code), (iii) the amount of any tax-exempt interest (pursuant to Section 103 of the Code) received, (iv) any losses claimed as a limited partner of a limited partnership (as reported in Schedule E of Form 1040); (v) alimony paid; and (vi) any elective contributions to a cash or deferred arrangement under Section 401(k) of the Code.

2. The undersigned is purchasing the Warrants for investment for its own account and is not purchasing the Warrants for resale, distribution, or other disposition, and the undersigned has no present intention to resell, distribute, or otherwise dispose of all or any part of the Warrants. Nevertheless, if the undersigned resells or otherwise disposes of all or any part of the Warrants (or any legal or beneficial interest therein), it will resell or otherwise dispose of the Warrants only to (i) an investment company registered under the Investment Company Act of 1940; (ii) a bank, as defined in Section 3(a)(2) of the Securities Act of 1933 (the "1933 Act"), whether acting in its individual or fiduciary capacity; (iii) an insurance company, as defined in Section 2(13) of the 1933 Act; or (iv) a sophisticated investor possessing sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Warrants. The undersigned further agrees that it will not sell, transfer, assign, or otherwise dispose of the Warrants or any legal or beneficial interest therein except in compliance with the 1933 Act, the Securities Exchange Act of 1934, any rules and regulations promulgated under either of such Acts, and the applicable securities laws of any state or other jurisdiction. The undersigned acknowledges that the Warrants: (a) are not being registered under the 1933 Act and are not being registered or otherwise qualified for sale under the securities or "Blue Sky" laws of any state; (b) are being sold to the undersigned in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the undersigned set forth herein; (c) will not be listed on any stock or other securities exchange; (d) will not be rated by Standard & Poor's Corporation, Moody's Investors Service, Inc., or any other similar rating service; and (e) may not be readily marketable.

3. The undersigned has investigated the Project financed by the Warrants as more particularly set forth in the Special Economic Development Grant and Project Development Agreement dated February 2, 2026 (the "Project Development Agreement") by and between the City and TFH DAPHNE 2026, LLC (the "Developer") and has investigated the Developer. The undersigned acknowledges that it has been furnished with or has been given access to all of the underlying documents in connection with this transaction, the Project and the Developer, as well as such other information as it deems necessary or appropriate as a prudent and knowledgeable investor in evaluating the purchase of the Warrants. The undersigned acknowledges that the Developer has made available to it and its representatives the opportunity to obtain additional information and the opportunity to ask questions of and receive satisfactory answers from the Developer concerning the Project and the Developer and that the undersigned has not relied upon the City in connection with such inquiry and analysis. The undersigned acknowledges that the Warrants do not constitute an obligation, general or special, debt, liability, or moral obligation of the State of Alabama or any political subdivision thereof, other than the City, within the meaning of any constitutional or statutory provision whatsoever and that neither the faith and credit nor the taxing power of the State of Alabama or any political subdivision thereof, other than the City, is pledged to the payment of the principal of the Warrants. The undersigned acknowledges that the

Warrants are not a general obligation of the City, but are limited and special revenue obligations of the City payable solely from the Special Pledged Taxes (as defined in the Authorizing Ordinance). The undersigned acknowledges that no covenant, stipulation, obligation, or agreement contained in the Authorizing Ordinance or the Warrants shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future trustee, officer, agent, or employee of the City in his or her individual capacity. The undersigned acknowledges that neither the State of Alabama nor any political subdivision thereof, other than the City, shall in any manner be liable for the performance of any agreement or covenant of any kind which may be undertaken by the City and that no breach thereof by the City shall create any obligation upon the State of Alabama or any political subdivision thereof.

In reaching the conclusion that it desires to acquire the Warrants, the undersigned has carefully evaluated all risks associated with this investment and acknowledges that it is able to bear the economic risk of this investment. The undersigned, by reasons of its knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of the investment in the Warrants.

4. The undersigned acknowledges that no official statement, prospectus or offering circular containing information with respect to the City, the Warrants (including the security therefor), the Project, or the Developer has been or will be prepared and that it has made its own inquiry and analysis with respect to the City, the Warrants (including the security therefor), the Project, the Developer, and the other material factors affecting the security and payment of the Warrants and that the undersigned has in no way relied upon the City or Bond Counsel (as defined in the Authorizing Ordinance) in connection with such inquiry or analysis.

5. The undersigned acknowledges that it has either been supplied with or has had access to all information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and that it has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Developer, the Project, and the Warrants, including the security therefor, so that as a reasonable investor it has been able to make its decision to purchase the above-stated principal amount of the Warrants.

6. The form, terms and provisions of the Authorizing Ordinance, the issuance, sale and delivery of the Warrants, the maturities, redemption terms and sale price of the Warrants, and the sale of the Warrants to be used for the cost of financing the Project, all as provided in the Authorizing Ordinance and the Warrants, are hereby in all respects approved.

[signature page follows]

This Investment Letter shall be binding upon the undersigned.

Very truly yours,

[NAME OF PURCHASER]

By: _____

Name: _____

Title: _____

EXHIBIT C

Project Development Agreement

(See Attached)

GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150
GulfCoastMedia.com

RECEIVED

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805
JAN 26 2026

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

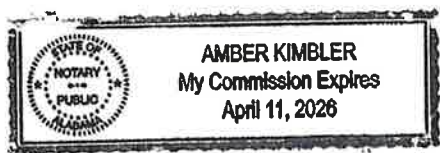
01/23/2026

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026



Sworn and subscribed to on 01/23/2026.

CITY OF DAPHNE, LEGAL ACCOUNT
Acct#: 983508
Ad#: 365452
Fortuna Hotel Amend. 750/772
Amount of Ad: \$339.84
Legal File# Fortuna Hotel

Fortuna Hotel Project Agreement - Amendment 750/772 Legal Notice

In accordance with, and respecting the parameters set forth by, Amendment No. 750 and/or Amendment No. 772 to the Constitution of Alabama 1901, please be informed that the City Council of the City of Daphne, Alabama (the "City") will consider at its regular meeting on February 2, 2026, the adoption of a Resolution of the City of Daphne, which will authorize the execution and delivery of a Project Agreement by and between TFH DAPHNE 2026, LLC, an Alabama limited liability company (the "Company") and the City, as more particularly described hereinbelow (the "Project Agreement"), for the purpose of promoting the economic development of the City.

The February 2, 2026, regular meeting of the City begins at 6:00 p.m. in the City Council Chambers in Daphne City Hall located at 1705 Main Street, Daphne, Alabama 36526.

The Company intends to construct, equip, and operate a boutique hotel known as "The Fortuna Hotel" on an approxi-

mately 2.00± acre parcel of land owned by an affiliate of the Company located within the City of Daphne (the "Project Site"), wherein the Company will construct and later operate, through an affiliate, a 70-room (approximate, no less than 65 rooms) boutique hotel with a high-end restaurant, bar, gym, courtyard, and event space, with a total capital investment in constructing and equipping the Project Site estimated to be approximately Thirty Million Dollars (\$30,000,000) or more (the "Project") within the timelines and subject to certain payment and performance obligations of the Company as provided in the Project Agreement. The Company will be a direct beneficiary of the Project Agreement.

Pursuant to Amendment No. 750 and/or Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the Project Agreement, for the purpose of economic development of the City, the City will provide the following to the Company: (1) the issuance of a Limited Obligation Project Revenue Warrant (The Fortuna Hotel Project), Series 2026, issued in the aggregate amount of not to exceed Eight Million Dollars (\$8,000,000.00) which shall be payable solely from the proceeds, if any, of the Special Pledged Taxes (as further defined in the Project Agreement), consisting of seventy-five percent (75%) of the sales and use tax, lodgings tax, and ad valorem tax levied by and paid to the City from business conducted in relation to the Project, or due to property owned, in the Project Site after the Commencement of Operations (as defined in the Project Agreement) through the Maturity Date (as defined in the Warrant), excluding any lodging

tax levied by and paid to the City that is calculated on a dollar amount per night per room basis and (2) a waiver of certain City fees with respect to the permitting, approval, development, construction, commissioning, fit-out and operation of the Project to the maximum extent permitted by applicable law and subject to the terms and conditions as further set forth in the Project Agreement. The Project Agreement will be effective as of the date stated in the preamble of the Project Agreement.

The City seeks to achieve, by undertaking its obligations pursuant to the Project Agreement, to (i) advance the economic development of the City, (ii) promote the convenience, order, propriety and welfare of its citizens, (iii) provide a direct benefit to the City and its residents as a result of increased tax revenues to the City, increased property values and additional economic activity in the City surrounding the Project, (iv) create new jobs, and (v) increase the tax and revenues base of the City and result in employment opportunities in the City. The increased property values, increased tax revenues, additional economic activity, creation of new jobs, and the other benefits described herein will directly benefit the City and serve a valid and sufficient public purpose. The City proposes to grant public funds to the Company for the benefit of the Company.

The City expects to determine at its public meeting, or any continuance or holdover thereof, that the grant of funds in connection with the transaction described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Company, its relevant affiliates, or any other private entity or entities.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translation services should contact Jessica Linne, Interim City Clerk, at (251)-620-1100 or cityclerk@daphneal.com.

January 23, 2026

SPECIAL ECONOMIC DEVELOPMENT GRANT AND PROJECT AGREEMENT

This SPECIAL ECONOMIC DEVELOPMENT GRANT AND PROJECT AGREEMENT (this “Agreement”) is made and entered as of February 2, 2026 (the “Effective Date”), by and between the CITY OF DAPHNE, ALABAMA, an Alabama municipal corporation (the “City”), and TFH DAPHNE 2026, LLC, an Alabama limited liability company (including its successors and permitted assigns, collectively, the “Developer”). City and Developer are each at times referred to herein as a “Party” and collectively the “Parties.”

Recitals

WHEREAS, the Developer controls certain real property owned by an affiliate of the Developer, consisting of approximately 2.00± acres, located within the City of Daphne, as more particularly described in Exhibit A attached hereto (the “Project Site”);

WHEREAS, the Developer intends to develop a boutique hotel project known as the “The Fortuna Hotel” on the Project Site, which will consist of the construction and operation of a 70-room (approximate, no less than 65 rooms) boutique hotel with a high-end restaurant (on a relative basis), bar, gym, courtyard, and event space meeting the requirements of this Agreement, including without limitation Section 4.01 of this Agreement (the “Project”) all of which are anticipated to generate significant economic activity and tax revenue for the City;

WHEREAS, the City has determined that providing economic incentives to support the Project will further the economic development goals of the City and promote the prosperity and welfare of its residents;

WHEREAS, pursuant to Amendment No. 750/772 of the Constitution of Alabama of 1901, as amended, (the “Enabling Law”) and other applicable law, the City is authorized to provide certain incentives to promote economic development;

WHEREAS, the City hereby finds and determines that the provision of the financial incentives for the Project set forth in this Agreement, being generally amounts equal to a portion of certain City-levied taxes at the Project and City-charged fees in relation to the Project, will further the economic development and prosperity of and employment opportunities within the City;

WHEREAS, the City hereby determines that the expenditure of public funds for the Project will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Developer; namely, augmentation of the tax base of the City; and the provision of valuable employment opportunities for residents of the City;

WHEREAS, the City shall take all steps required by Enabling Law, including public notice(s) and meeting(s), and shall cause the Warrant (as defined herein) and related obligations to be validated in the Circuit Court of Baldwin County, Alabama; and

WHEREAS, the City, acting pursuant to Enabling Law, finds and determines that waiving certain municipal permitting, application, plan review, inspection, development, business licensing and other municipal fees and charges related to the development, construction and operation of the Project serves a valid and sufficient public purpose and constitutes a lawful grant of a thing of value in support of economic development in accordance with Enabling Law; and the City agrees to waive such City Fees (as defined below) to the maximum extent permitted by law as further set forth herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the City and the Developer hereby agree as follows:

ARTICLE 1
RECITALS AND DEFINITIONS

The Parties hereby acknowledge and agree that the Recitals set forth above are true and correct in all material respects and are incorporated into and made a part of this Agreement by this reference as if fully set forth herein.

In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this Special Economic Development Grant and Project Agreement.

“**Annual Term**” means the period from January 1 to December 31 of the applicable calendar year.

“**City**” means the City of Daphne, Alabama.

“**City Fee**” means any and all municipal fees and charges imposed or collected by the City (or its departments) in connection with the approval, development, construction, commissioning, fit-out and operation of the Project, including permit, application, plan review, inspection, development /connection, building permit, right-of-way, sign, zoning/land use, certificate of occupancy, business license/tax receipt and other municipal fees and charges; excluding only (i) impact fees, if applicable and in effect, (ii) third-party pass-through charges imposed by another governmental entity or utility and required by non-waivable state law, and (iii) true user rates for ongoing utility consumption.

“**City Fee Waiver**” means the waiver of City Fees granted pursuant to Enabling Law and this Agreement.

“**Commence Construction**” or “**Commencement of Construction**” shall mean the first date that any physical site work is being performed, using appropriate equipment and manpower,

to develop and equip the Project and install necessary infrastructure to accomplish the objectives of the Project, including without limitation clearing, grading, demolition, excavation, installation of utilities, placement of footings or foundations, or other on-site construction activity.

“Commence Operations” or **“Commencement of Operations”** or **“Commencing Operations”** shall mean the first date that each of (a) the building(s) constructed for the Project has been issued a permanent or temporary certificate of occupancy following application therefor by the Developer from the appropriate governmental authority, (b) the Developer is operating the building(s) as the Project and (c) the Developer delivers to the City an officer’s certificate, in a form and substance satisfactory to the City, certifying that the Minimum Investment has occurred.

“Developer” means TFH Daphne 2026, LLC, and its successors and permitted assigns, including, without limitation, any affiliate of Developer, any lender, mortgagee, or beneficiary of a deed of trust, that acquires Developer’s interest in the Project, Project Site, or this Agreement by foreclosure, deed in lieu, assignment, or other transfer.

“Enabling Law” means Amendment No. 750/772 of the Constitution of Alabama of 1901, as amended.

“Incentive Commencement Date” means the first day of the calendar month following the month in which Commencement of Operations occurs.

“Minimum Investment” has the meaning set forth in Section 4.01 of this Agreement.

“Project” has the meaning set forth in the Recitals.

“Project Site” has the meaning set forth in the Recitals.

“Special Pledged Taxes” means seventy-five percent (75%) of the sales and use tax, lodgings tax, and ad valorem tax levied by and paid to the City from business conducted in relation to the Project, or due to property owned, in the Project Site after Commencement of Operations through the Maturity Date (as defined in the Warrants), excluding any lodging tax levied by and paid to the City that is calculated on a dollar amount per night per room basis (but not excluding any lodging tax based on a percentage of the charge of such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in relation to such rooms).

“Termination Date” means the earlier of (i) the twenty-fifth (25th) anniversary of the Incentive Commencement Date or (ii) the date on which the City has paid the Developer the full amount of \$8,000,000 in Special Pledged Taxes.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

SECTION 2.01 The City

The City is duly organized as a municipal corporation under the laws of the State of Alabama. The City represents that the City has the power and authority to enter into this Agreement, pursuant to the Enabling Law, and to carry out its obligations hereunder and by proper action the City has duly authorized the execution, delivery, and performance of this Agreement. The City has or shall perform all acts required by Enabling Law, including without limitation notice and public meeting requirement, to enter into this Agreement and validate this Agreement and the Warrant. Neither the authorization, execution and delivery of, nor the performance of, this Agreement by City, violates, constitutes a default under or a breach of (a) any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject; or (b) any law, judgment, decree, order, resolution, rule, regulation, consent or ordinance applicable to the City or any of its assets or properties. There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected or (iii) the subject matter of this Agreement. Except for approvals, resolutions, notices, ordinances or other actions or waiting periods already obtained, maintained or observed, as the case may be, no approval, resolution, hearing, notice, ordinance or other action or waiting period is required in order for the Agreement to constitute the legally binding obligation of the City. This Agreement, upon its execution and delivery, shall become the legally binding obligation of the City enforceable in accordance with its terms.

SECTION 2.02 The Developer

The Developer hereby represents as follows:

(a) The Developer is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Alabama and is duly qualified to do business in the State of Alabama.

(b) The Developer has the limited liability company power and authority to enter into this Agreement and to carry out its obligations hereunder and by proper limited liability company action the Developer has duly authorized the execution, delivery and performance of this Agreement.

(c) No consent or approval by, or filing with, any governmental authority in the State of Alabama is required for the execution or delivery of this Agreement by the Developer or for the full effectiveness or enforceability thereof under the laws of the State of Alabama.

(d) Except as otherwise disclosed in writing to City by Developer as of the date hereof and from time to time hereafter, there is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened in writing against or affecting the Developer, which involves the consummation of the transactions contemplated by, or the validity of, this Agreement.

ARTICLE 3

DURATION OF AGREEMENT

SECTION 3.01 General

This Agreement and the obligations of the City and the Developer herein shall become effective as of the Effective Date and shall remain in effect until the Termination Date, except with respect to any provision or term herein which expressly survives termination of this Agreement and remains in effect from and after the Termination Date.

SECTION 3.02 Early Termination by the City

The City shall have the right to terminate this Agreement early if the Developer fails to Commence Operations on or prior to August 1, 2030; provided, however, such deadline shall be extended automatically to the extent that the Developer is prevented or hindered from Commencing Operations due to any of the following causes beyond the Developer's reasonable control: (1) acts of God, storm, hurricane, tropical storm/depression, tornado, earthquake, or other natural disaster or extreme weather event, epidemic, pandemic, or other public health emergency, (2) flood, fire or explosion, (3) war, invasion, riot or other civil unrest, (4) governmental order or law, (5) actions, embargoes or blockades in effect on or after the date of this Agreement, (6) action by any governmental authority, (7) national or regional emergency, (8) strikes, labor stoppages or slowdowns or other industrial disturbances, (9) shortage of adequate power or transportation facilities, failure of power, interruption of utilities, or other infrastructure outages, or (10) any third-party challenge, protest, appeal, or litigation relating to the Project's land-use or development approvals, permits, or other governmental authorizations, or any action, proceeding, or litigation challenging this Agreement, its validation, and/or the issuance or validity of the Warrants. (a "Force Majeure Event"). Upon a Force Majeure Event, the affected Party shall provide written notice of the occurrence of the Force Majeure Event to the other Party and shall be entitled to an extension of any applicable deadlines under this Agreement for the period of delay actually caused thereby, with such deadline automatically extended in increments of thirty (30) days for as long as the Force Majeure Event continues or prevents or hinders performance by the Party. In no event shall a Force Majeure Event (i) constitute a default by Developer, (ii) serve as a basis for City's termination of this Agreement or reduction, suspension, or recapture of incentives, or (iii) shorten or otherwise impair the incentive term, incentive commencement, or any payment obligation of the City.

ARTICLE 4
AGREEMENTS AND OBLIGATIONS OF THE DEVELOPER

SECTION 4.01 Agreements of the Developer Regarding City Special Economic Development Grant Funds and City Fees

The Developer covenants and agrees with the City that Developer shall:

(a) Pay or provide for the costs of the Project and cause the Project to be constructed pursuant to the requirements of this Agreement. The Project will include a minimum investment (including without limitation amounts attributable the Project Site and/or land for the Project, soft costs, professional services costs, attorneys fees, financing or loan costs, insurance costs, development and construction costs, personal property costs, operational costs, and other costs or expenditures of Developer or its affiliates/principals associated with the Project, whether or not such amounts are financed, borrowed, advanced, or considered equity expenditures) by Developer in capital improvements and related Project costs of approximately Thirty Million Dollars (\$30,000,000) (the “Minimum Investment”). The Developer will Commence Construction of the Project by August 1, 2028, and will Commence Operations on or before August 1, 2030, subject to any extensions for one or more Force Majeure Event. An officer of the Developer will certify to the City, prior to receiving payment on the Warrant, that it has met the Minimum Investment and that Commencement of Operations has occurred. Notwithstanding the foregoing or anything herein to the contrary, in the event Developer provides reasonable documents or materials to the City to evidence the Minimum Investment has occurred in the approximate amount stated herein, such shall be conclusive evidence that Developer has made the Minimum Investment, and in any event, the City shall have no right to audit Developer’s records, financials, or materials related to the Minimum Investment.

(b) In the construction of the Project, comply with all regulations, rules and ordinances of the City with respect thereto.

(c) The Developer shall proceed with the development of the Project in a commercially reasonable manner and shall proceed on a commercially reasonable schedule as economic conditions allow or as otherwise determined by Developer in its reasonable discretion. For clarification purposes, the requirements for Commencement of Construction in Section 4.01(a), for Commencement of Operations in Section 4.01(a) and any other requirements for timing in this Agreement will control, subject to any extensions for one or more Force Majeure Event.

(d) In the development and operation of the Project, have The Fortuna Hotel as the anchor hotel of the Project. Notwithstanding the foregoing or anything herein to the contrary, Developer shall have the right, in its sole and absolute discretion at any time and from time to time, to enter into, modify, replace, or terminate any franchise, branding, licensing, soft-brand, or management arrangement and re-franchise, re-brand, or re-flag the Project without City consent or approval and without affecting City’s obligations or incentives, so long as the Project continues

to include a full-service hotel and the resulting brand or franchisor is reasonably comparable to or better than the prior brand (deemed satisfied if the resulting brand or franchisor is within the Smith Travel Research upscale (4th level) chain scale, equivalent thereto, or higher). A temporary unbranded transition period of up to twelve (12) months is permitted for any change.

(e) The Developer shall be responsible for all costs incident to the Project, other than the City's costs and City Fees pursuant to the City Fee Waiver, including costs for acquisition and preparation of the Property for design, development, financing, construction, acquisition and installation costs of the Project, and for payment of its own fees with respect to the development of the Project, including, but not limited to, legal, accounting, engineering, surveying, title work, architectural, construction and environmental services.

(f) Reimburse the City for (i) the costs and legal fees relating to this Agreement and the Warrant and validation proceedings, if any, relating to the same, and (ii) any and all reasonable costs (including reasonable attorneys' fees and expenses) arising out of or resulting from any challenge to this Agreement, the Project, or the Warrant in any validation proceedings or Amendment 750/772 proceedings relating to the same, or litigation challenging the City's authority to enter into the same. Developer shall reimburse the City for its costs and legal fees incurred to date within thirty (30) days following execution of this Agreement, and shall reimburse the City for the balance of its costs and legal fees related to validation within thirty (30) days of a final ruling in the validation proceedings. The City may pursue an appeal of any adverse final ruling in the validation proceedings; provided, however, that Developer shall not be required to reimburse the City for any costs or legal fees incurred in connection with such appeal unless Developer has consented in writing to the appeal. The City shall provide Developer with reasonable documentation, bills, and/or invoices evidencing amounts to be reimbursed under this subsection. Upon written request of Developer, City or City's legal counsel shall provide reasonable documentation and information concerning the validation proceedings, and the City shall provide Developer prompt written notice if this Agreement is challenged in any validation proceedings or any materially adverse events occur in relation to the validation proceedings. The agreements and covenants of this Section 4.01 (f) shall survive the expiration or termination of this Agreement.

(g) Comply, and cause its officers, agents, contractors and employees to comply, with all applicable federal, state, and local statutes, regulations, rules, ordinances and other laws applicable to the Project.

(h) The plans and specifications for the Project shall be subject to the reasonable approval of the City. The City agrees that its approval will not be unreasonably withheld, conditioned, or delayed and the City acknowledges that the plans and specifications of the Project may change numerous times and from time to time as leases and other contracts are executed for the Project and as may be reasonably required throughout the development of the Project. Such approval shall not amount to an approval of the Project's conformity with applicable building codes and other usual inspection approvals by the City applicable to any new construction in the

City, which such approval process shall proceed in the normal course, provided that, to the extent reasonably possible, the City shall expedite its review in the permitting, licensing, approvals, and certificates of occupancy processes to permit development, construction, Commencement of Construction and the Commencement of Operations for the Project to proceed on an expedited basis. The City covenants not to intentionally and/or wrongfully delay or fail to issue any permits, licenses, approvals, certificates of occupancy or other consents applicable in the Project in the ordinary course of business of the City.

SECTION 4.02 Special Agreements of Developer

The Developer covenants and agrees with the City:

The Developer agrees to defend, protect, indemnify, and hold harmless the City, its agents, employees, and members of its governing body, from and against all claims or demands, including actions or proceedings brought thereon, and all costs, expenses, and liabilities of any kind relating thereto, including reasonable attorney's fees and costs of suit, arising out of or resulting from any of the following, provided, however, that the foregoing indemnity will not extend to the gross negligence or willful misconduct of the City, its agents, employees, and members of its governing body: (i) this Agreement, (ii) any construction activity performed by Developer, or anyone claiming by through, or under Developer; and (iii) any loss of life, personal injury, or damage to property arising from or in relation to the entry upon, construction, use, operation or occupancy of the Project, including, without limitation, tenants, customers and invitees of the Project and/or Developer. The agreements and covenants in this Section 4.02 shall survive the termination of this Agreement.

SECTION 4.03 City Fee Waiver Cooperation of Developer

Developer shall (a) identify applicable City Fees and provide reasonable supporting information for City's waiver and administration thereof; (b) ensure applicants reference the City Fee Waiver and any City Fee Waiver certificate/letter when applying for permits, licenses, approvals or other items with an associated City Fee; and (c) promptly notify the City of any inadvertently assessed or paid City Fees so that refund/credit may be processed as provided in this Agreement.

ARTICLE 5

AGREEMENTS AND OBLIGATIONS OF THE CITY

SECTION 5.01 Agreement of City Regarding Special Economic Development Grant Funds

The City covenants and agrees with the Developer that:

(a) In order to provide economic incentives to and to reimburse the Developer for capital expenditures and related Project costs incurred in the development, construction, and

operation of the Project, the City shall issue a warrant to the Developer as further provided in Article 6 hereof (the “Warrant”) in accordance with (i) (A) the Enabling Law, (B) Section 11-47-2 of the Code of Alabama (1975) and (C) other constitutional and statutory authority supplemental thereto ((A), (B) and (C), collectively the “Warrant Act”), and (ii) an ordinance to be duly adopted by the City authorizing the issuance of the Warrant in the principal amount of not to exceed Eight Million and NO/100 Dollars (\$8,000,000) (the “Warrant Ordinance”).

(b) [Intentionally Deleted.]

(c) Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to pay any Special Pledged Taxes or any other payment which may otherwise accrue hereunder at any time that an Event of Default by the Developer has occurred and is continuing, provided that such obligation of the City shall recommence upon Developer’s cure of such an Event of Default. The City shall be entitled to offset any payments due to the Developer under this Agreement against documented amounts owed to the City by the Developer.

(d) The City shall provide for the coordination and submission of the Amendment 750/772 Resolution of the City, the Warrant Ordinance and the issuance of the Warrant, and procedures and requirements related thereto, and, upon issuance of the Warrant, the City shall establish a segregated Warrant Fund (as defined in the Warrant Ordinance) to receive and pay out all Special Pledged Taxes to Developer, to be administered by the Paying Agent .

(e) The City, in cooperation with Developer and its legal counsel (if any), shall cause the obligations of the City under this Agreement, the Warrant Ordinance and the Warrant to be validated and confirmed by a judgment to be entered by the Circuit Court of Baldwin County, Alabama, in accordance with Section 6-6-755 of the Code of Alabama (1975), or other applicable statutes or authority, and the obligations and covenants of the City under this Agreement, the Warrant Ordinance and the Warrant, including, without limitation, adoption of appropriate proceedings, execution of pleadings and providing such documentary and testimonial evidence as shall be reasonably required in furtherance of such validation proceeding. In the event this Agreement is challenged during the validation proceedings and such challenge(s) results in an adverse ruling, the City and Developer shall reasonably and in good faith confer to determine the basis for such adverse ruling and, to the extent permitted by law, cooperate to amend, modify, or supplement this Agreement, the Warrant Ordinance, and the Warrant as necessary to cure or address the matters giving rise to the adverse ruling, and to resubmit the amended documents for validation or approval in a manner that is intended to permit the issuance of a favorable validation judgment. Pending such efforts, all performance deadlines shall be tolled, and neither party shall be deemed in default solely by reason of an adverse ruling in validation proceedings.

(f) The City acknowledges and agrees that Developer and/or successor owner of the Project Site may engage a third-party or affiliated management company to manage the Project’s day-to-day operations and that branding, trademarks, intellectual property, trade dress, logos, and other intellectual property used at or in relation to the Project may be owned or controlled by such management company and/or a hotel franchisor or brand. The use of a management company,

franchisor, and/or the ownership or control of branding or IP by such party shall not constitute an Event of Default, shall not require City consent or approval, and shall not be deemed an assignment of this Agreement, the Warrant Ordinance, or the Warrant. For the avoidance of doubt, Developer remains liable for all obligations hereunder, and any change in management or brand shall not diminish the City's rights or the Developer obligations under this Agreement.

SECTION 5.02 Agreement of City Regarding City Fee Waiver

The City covenants and agrees with the Developer that:

(a) Acting pursuant to Enabling Law, and as part of the City's special economic development support for the Project, the City hereby grants a City Fee Waiver of all City Fees with respect to the permitting, approval, development, construction, commissioning, fit-out and operation of the Project to the maximum extent permitted by applicable law. This Agreement shall constitute the City's Fee Waiver and be sufficient evidence of the City's Fee Waiver; Developer's presentation of this Agreement to any City department, official, employee, or agent shall constitute sufficient evidence for the City and such city personnel to waive a City Fee.

(b) The City shall (i) direct all City departments to recognize the City Fee Waiver and to issue permits, approvals and licenses without assessing City Fees; (ii) issue to Developer a Fee Waiver Certificate/Letter for presentation with applications; and (iii) designate a City administrator to coordinate and resolve fee-related questions promptly.

(c) If any City Fees are inadvertently assessed against or paid by Developer, the City shall, within thirty (30) days after written notice, refund such amounts or credit them against other amounts (if any) otherwise payable by Developer to the City.

(d) The City Fee Waiver applies only to municipal fees within the City's control and does not waive: (i) charges that state law expressly prohibits a municipality from waiving; (ii) levies imposed by non-City entities; or (iii) pass-through fees collected solely on behalf of another governmental entity or utility.

(e) The City Fee Waiver is a binding obligation of the City granted pursuant to Enabling Law and this Agreement, and shall not be offset against amounts payable under the Warrant or otherwise reduce the City's obligations regarding the Warrant Fund or Special Pledged Taxes. The City shall not repeal or materially impair the City Fee Waiver as applied to the Project after the Effective Date of this Agreement, except to the extent required by a change in applicable law of general application.

SECTION 5.04 Developer’s Rights Under the Warrant and City Fee Waivers

The Parties acknowledge and agree that Developer’s lender(s), mortgagee(s), beneficiary(ies) under a deed of trust, equity investor(s), or other parties holding interest in the Project or Developer may require a collateral assignment of the Developer’s rights under this Agreement and/or the Warrant. In the event that any such collateral assignment is required, Developer shall have the right to collaterally assign its rights under this Agreement and/or the Warrant, whether at the closing of a construction loan or another time and from time to time. As a component of such collateral assignment of Developer’s rights under this Agreement and/or the Warrant, the City shall execute and deliver such consent(s) of collateral assignment and/or estoppel certificates in the form and substance reasonably required by Developer and/or such aforementioned interested parties for the Project, and if required by Developer and/or such aforementioned interest parties pursuant to the express terms of such collateral assignment form, the City shall provide the benefits, abatements, and waivers under this Agreement and/or the Warrant directly to such interest parties. Furthermore, the Parties acknowledge and agree that Developer shall have the right to transfer Developer’s rights, benefits, and obligations under this Agreement, the Warrant, and/or Warrant Ordinance as provided in Section 8.06(c) hereof.

**ARTICLE 6
THE WARRANT**

SECTION 6.01 Warrant Provisions

The City covenants and agrees to promptly conduct appropriate proceedings and satisfy necessary requirements to adopt the Warrant Ordinance and issue the Warrant. The Warrant, in accordance with the Warrant Ordinance and the Warrant Act, shall:

- (a) have a maturity date on the twenty-fifth (25th) anniversary of the Incentive Commencement Date, which is a maturity date not exceeding thirty (30) years from the date of issuance thereof pursuant to the Warrant Act;
- (b) not bear interest;
- (c) to the extent permissible under applicable law, be evidenced and structured so as to be exempt under Alabama law from the constitutional debt limit of the City;
- (d) be payable only if the Developer is in compliance with its obligations under this Agreement; and
- (e) be payable monthly on the last day of each month following the Incentive Commencement Date solely from, and secured solely by, the Special Pledged Taxes, and shall not constitute a general obligation, or charge against the general credit or taxing power, of the City.

SECTION 6.02 Repayment

The Warrant Ordinance shall provide that the Special Pledged Taxes shall be applied to the payment of the debt service on the Warrant until the earlier of (i) the date that is twenty-five (25) years from the Incentive Commencement Date or (ii) the Warrant is paid in full (i.e., \$8,000,000.00), and that any all other taxes or revenues relating to the Project Site shall be retained by the City to be used for any lawful purposes.

SECTION 6.03 Costs of Issuance

If not otherwise reimbursed to the City or paid directly by Developer pursuant to the terms of this Agreement, the costs of issuance of the Warrant shall be withheld by the City from the Special Pledged Taxes prior to repayment of amounts owed under the Warrant to the Developer.

SECTION 6.04 Conditions

The conditions on which the funds under the Warrant will be drawn by the Developer will be set forth in detail in the Warrant Ordinance.

SECTION 6.05 [Intentionally Deleted.]

SECTION 6.06 Developer’s Rights Under the Warrant

The Parties acknowledge and agree that Developer’s lender(s), mortgagee(s), beneficiary(ies) under a deed of trust, equity investor(s), or other parties holding interest in the Project or Developer may require a collateral assignment of the Developer’s rights under this Agreement, Warrant, and/or Warrant Ordinance. In the event that any such collateral assignment is required, Developer shall have the right to collaterally assign its rights under this Agreement, Warrant, and/or Warrant Ordinance, whether at the closing of a construction loan or another time and from time to time. As a component of such collateral assignment of Developer’s rights under this Agreement, the Warrant, and/or the Warrant Ordinance, the City shall execute and deliver such consent(s) of collateral assignment and/or estoppel certificates in the form and substance reasonably required by Developer and/or such aforementioned interested parties for the Project, and if required by Developer and/or such aforementioned interest parties pursuant to the express terms of such collateral assignment form, the City will make payments under the Warrant directly to such interest parties.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 Events of Default

Any one or more of the following shall constitute an event of default by the City or the Developer hereunder (an “Event of Default”) under this Agreement:

(a) default in the performance, or breach, by the City of any covenant or warranty of the City in this Agreement (including without limitation the City's failure to make any payment or reimbursement to Developer when due under this Agreement, the Warrant, and/or the Warrant Ordinance; provided, however, that such a payment or reimbursement will be considered timely made if made within ten (10) business days of the due date thereof), and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period (e.g., excluding a default in City's obligations to make payments to Developer), the City shall have a reasonable period of time within which to cure such default, not to exceed ninety (90) days, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default;

(b) default in the performance, or breach, by the Developer of any covenant or warranty of the Developer in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Developer by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided, that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default, provided that during any Developer Event of Default and prior to cure, the City shall continue to deposit Special Pledged Taxes into the Warrant Fund (as defined in the Warrant Ordinance) but may withhold disbursement; upon cure, the City shall release and payout all withheld amounts.; or

(c) initiation of bankruptcy, reorganization, liquidation, dissolution or receivership proceedings of the Developer, whether voluntary or involuntary, which are not withdrawn or dismissed within 60 days thereafter, or the Developer's making an assignment for the benefit of creditors (except as expressly contemplated in Section 6.05 hereof).

SECTION 7.02 Remedies

(a) Each party may, upon the occurrence of an Event of Default and the expiration of any cure or grace period therefor, by written notice to the other party, terminate this Agreement and the obligations thereof without recourse except with respect to such rights or obligations as shall have theretofore vested or which shall be set forth in agreements or provisions which by the express terms thereof survive such termination of this Agreement.

(b) Each party hereto may proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, provided that only Developer (and any successor

or permitted assignee) may seek specific performance; the City shall have no right to specific performance or mandatory injunctive relief against Developer, including any order to construct, complete, open, operate, maintain, brand, or make capital expenditures for the Project; otherwise, City and Developer may seek any remedy available at law or in equity, provided that the City shall not be entitled to and hereby waives any and all rights to seek and/or recover any punitive, incidental, or consequential damages, whether arising at law or in equity related to this Agreement, the Warrant, Warrant Ordinance, and/or the Project.

SECTION 7.03 Remedies Subject to Applicable Law

All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 8
PROVISIONS OF GENERAL APPLICATION

SECTION 8.01 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

SECTION 8.02 Prior Agreements Cancelled

This Agreement (including any agreements and exhibits referred to herein) constitutes the entire agreement among the parties hereto and supersedes any prior understandings, agreements or representations by or among the parties hereto, whether written or oral, to the extent they relate to the subject matter hereof. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. None of the parties hereto shall hereafter have any rights under any of such prior agreements, but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

SECTION 8.03 Counterparts

This Agreement may be executed in counterparts, including electronic counterparts, each of which shall constitute but one and the same agreement and shall be deemed an original.

SECTION 8.04 Binding Effect; Governing Law

(a) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns except as otherwise provided herein.

(b) This Agreement shall be governed exclusively by the laws of the State of Alabama.

(c) Any suit, action, or proceeding by any party hereto against any other party hereto arising out of or relating to this Agreement or any transaction contemplated hereby shall only be brought in the state courts in Baldwin County, Alabama, and each party hereto hereby submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

SECTION 8.05 Notices

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, addressed as follows:

To City:
City of Daphne
1705 Main Street
Daphne, AL 36526
Attn: Mayor; Finance Director

To Developer:
TFH Daphne 2026, LLC
c/o 68 Ventures
707 Belrose Ave.
Daphne, AL 36526
Attn: Nathan Cox; Caldwell Cunningham;
Cameron Thatcher

With copy to:
Adams and Reese, LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602
Attn: Jay Ross; Patrick Dungan

With copy to:
Byrd Campbell, P.A.
180 Park Avenue North, Suite 2A
Winter Park, FL 32789
Attn: James Campbell; James Wallace; Jake
Paglialonga

Any party may change its address for receiving notice by giving notice of a new address in the manner provided herein.

(b) Any such notice or other document shall be deemed to be received as of (i) the date delivered, if delivered personally, (ii) the date delivered, as evidenced by the signed return receipt, if delivered by registered or certified mail, or (iii) the next business day, if sent by overnight courier.

SECTION 8.06 Delegation and Assignment of this Agreement; Transfer of the Project

(a) Except as otherwise provided in Section 6.06 or 8.06(c) of this Agreement, the Developer shall not have the authority or power to, and shall not, assign, hypothecate, pledge, or transfer any interest or right of the Developer in or to this Agreement, or assign, delegate or transfer any duty or obligation of the Developer to observe or perform any agreement, covenant or obligation of the Developer under this Agreement, to any person or entity except upon the prior written consent of the City as set forth in a resolution of the governing body of the City with respect thereto. Notwithstanding the foregoing or anything herein to the contrary, Developer shall have the right, without the consent or other approval of City, to assign or otherwise transfer Developer's interests in or to the Project or any portions thereof, and in, to, or under this Agreement, the Warrant, and/or Warrant Ordinance to an affiliate of Developer. Additionally, notwithstanding anything in this Agreement to the contrary, Developer shall have the right, without the consent or other approval of City, to lease, re-lease, sublease, assign, or transfer restaurant portions of the Project and related operational duties and responsibilities to a third-party, provided that such third-party shall operate a high-end restaurant (on a relative basis) at the Project.

(b) The City shall not have the authority or power to, and shall not, assign, delegate or transfer any duty or obligation of the City to observe or perform any agreement, covenant or obligation of the City under this Agreement except upon the prior written consent of the Developer, or any successor or assign thereof approved by the City to the extent required under Section 8.06(a).

(c) Notwithstanding anything in this Agreement, the Warrant, and/or Warrant Ordinance to the contrary, Developer may sell, convey, or otherwise transfer all or any portion of the Project and/or its ownership interests in the Project or Developer without City consent, provided that Developer has achieved the Commencement of Operations and operated the Project for a period of four (4) years from the date of Commencement of Operations. In the event of such permitted transfer, Developer will deliver to City not less than thirty (30) days' prior written notice identifying the transferee (and if requested by City, reasonable documentation supporting the satisfaction of the foregoing condition) and the contemplated date that such transfer will be consummated, and at or prior to such consummation, the transferee will execute and deliver to the City a written assumption of Developer's obligations under this Agreement, the Warrant, and/or Warrant Ordinance (to the extent of the interests being transferred). Upon such delivery, all of Developer's rights (including the right to receive City Fee Waivers and reimbursements/payments under the Warrant) and obligations with respect to the interests transferred shall automatically run to and be binding upon the transferee (to the extent of the interests transferred), and Developer shall be released from obligations accruing after the transfer with respect to the interests transferred (but shall remain responsible for any accrued and uncured obligations as of the date of consummation). Any subsequent transfer(s) may occur on the same terms or as otherwise expressly allowed under this Agreement. City shall update its records and the Warrant register to reflect any such transfer upon receipt of customary documentation in accordance with the Warrant Ordinance.

SECTION 8.07 Amendments, Modification and Non-Waiver

This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each Party hereto. No waiver by any Party of any breach or default of any term, condition, or provision hereof shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any action of either Party and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving Party.

SECTION 8.08 Limitation of Liability

Other than the liability for failure to issue and pay the Warrant pursuant to the terms of this Agreement, the City shall not be liable to Developer for any commercial loss, inconvenience, loss of use, time, data, goodwill, revenues, profits or savings, or other loss; or other special, indirect, consequential or incidental damages which, in any manner directly or indirectly, is connected with or arises out of the agreements or obligations of Developer contemplated by this Agreement, or is connected with or arises out of any of the obligations of the City, or arises out of the failure of the City to perform any of the obligations made by and imposed under this Agreement, regardless of whether such special, indirect, consequential or incidental damage is contended, or ultimately shown or held, to be caused, in whole or in part, by the acts or omissions of the City. This limitation of liability shall survive the expiration or termination of this Agreement.

SECTION 8.09 Relationship of the Parties

The City and Developer agree that nothing contained in this Agreement, nor any act of Developer or any act of the City shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of a third party beneficiary hereof, or of principal and agent, or of a limited or a general partnership or of a joint venture or of any association or relationship between Developer and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Developer and shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Developer, nor shall Developer at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment or supplies or other things whatsoever.

SECTION 8.10 Estoppel Certificates

Upon written request from Developer (with respect to any purchaser, transferee, or lender for the Project, as designated by Developer), the City shall, within fifteen (15) days, execute and deliver an estoppel certificate in the form and substance reasonably requested by Developer, addressing such customary matters as Developer reasonably specifies, and permitting reliance by

the addressee and its successors and assigns. If the City fails to deliver within such period, then at Developer's election, the City shall be deemed to have certified that (i) this Agreement and the Warrant Ordinance (including the Warrant) are in full force and effect with no written notice of any uncured Developer Event of Default, and (ii) the City asserts no offsets or defenses to payment under the Warrant as of that date. The City shall not unreasonably withhold, condition, or delay any such estoppel certificate.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY:

CITY OF DAPHNE, ALABAMA

By: _____
Robin LeJeune, Mayor

{SEAL}

ATTEST:

Jessica Linne, Interim City Clerk

DEVELOPER:

TFH DAPHNE 2026, LLC

By: _____
Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, hereby certify that _____, whose name as _____ of TFH DAPHNE 2026, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal on this ___ day of _____, 2026.

Notary Public
My commission expires: _____

[SEAL]

EXHIBIT A

OVERALL SURVEYED LANDS DESCRIPTION:

BEGIN AT A 1 INCH CRIMP TOP IRON FOUND ON THE SOUTHWEST CORNER OF PARCEL A, LITTLE BETHEL BAPTIST/OLDE TOWNE REPLAT, AS SHOWN IN MAP OR PLAT THEREOF RECORDED IN SLIDE 2705-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°20'25"W, A DISTANCE OF 10.22 FEET TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS) ON THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY NO. 64; THENCE RUN N89°39'42"W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 75.00 FEET TO A 1 INCH OPEN END PIPE FOUND; THENCE RUN N00°18'18"E, DEPARTING SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 157.00 FEET TO A 1/2 INCH REBAR FOUND; THENCE RUN S89°25'34"E, A DISTANCE OF 75.10 FEET TO A 1 INCH CRIMP TOP IRON FOUND; THENCE RUN N88°18'46"E, A DISTANCE OF 8.92 FEET TO A 1/2 INCH REBAR FOUND; THENCE RUN N05°30'51"E, A DISTANCE OF 77.64 FEET TO A 1/2 INCH CAPPED REBAR FOUND (FAIRHOPE); THENCE RUN N00°25'21"E, A DISTANCE OF 155.69 FEET TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS); THENCE RUN S89°44'56"E, A DISTANCE OF 59.25 FEET TO A 1 INCH CRIMP TOP IRON FOUND; THENCE RUN S89°37'07"E, A DISTANCE OF 131.79 FEET TO A 1 INCH CRIMP TOP IRON FOUND; THENCE RUN S00°20'05"W, A DISTANCE OF 379.47 FEET TO A 5/8 INCH CAPPED REBAR FOUND (CA-1109-LS) ON THE NORTH RIGHT-OF-WAY OF BALDWIN COUNTY HIGHWAY NO. 64; THENCE RUN N89°39'42"W, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 207.22 FEET TO THE POINT OF BEGINNING

LANDS CONTAINING 2.00 ACRES, MORE OR LESS, AND LYING IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

(DESCRIPTION COMPOSED FROM PROBATE RECORDS AND FIELD SURVEY)