



**City of Fairhope
Planning Commission Agenda
5:00 PM
Council Chambers
March 6, 2025**

Sherry Sullivan
Mayor

1. Call to Order

Council Members

Kevin G. Boone

Jack Burrell, ACO

Jimmy Conyers

Corey Martin

Jay Robinson

2. Consent Agenda

Approval of Minutes - February 3, 2025

UR 25.01 Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 4,573 LF of buried fiber cable at 7549 Assunta Court.

UR 25.02 Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 3,929 LF of buried fiber cable at 20485 Lowry Drive.

UR 25.03 Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 3,953 LF of buried fiber cable at 200 Spring Lake Drive.

UR 25.04 Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 3,676 LF of buried fiber cable at 19755 Greeno Road.

UR 25.05 Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately 9,058 LF of buried fiber cable at 811 Morphy Avenue.

3. Regular Agenda

Old Business

A. SD 25.04 Public hearing to consider the request of the Applicant, Sawgrass Consulting, on behalf of the Owner, PCH Hotels and Resorts/RSA, for preliminary plat approval of Battles Trace Phase 9, an 81-lot subdivision. The property is approximately 22.4 acres and is zoned TR – Tourist Resort District. The property is located on the north side of Battles Road, on the east and west sides of Colony Drive. **PPINS #: 5499, 20948, 286294**

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



Sherry Sullivan
Mayor

Council Members

Kevin G. Boone

Jack Burrell, ACMO

Jimmy Conyers

Corey Martin

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

New Business

B. SR 24.07 Request of the Applicant, Overstreet & Assoc., on behalf of the Owner, Bon Adventure Too, for Site Plan Approval of Staggers Mixed-Use Project. The property is approximately 0.20 acres and is zoned B-2 – General Business District. The property is located on Morphy Avenue west of S. School Street. **PPIN #: 77834**

C. SD 25.01 Public hearing to consider the request of the Applicant, Overstreet & Assoc., on behalf of the Owner, Bon Adventure Too, for Staggers Mixed-Use Project, a 3-unit Multiple Occupancy Project. The property is approximately 0.20 acres and is zoned B-2 – General Business District. The property is located on Morphy Avenue west of S. School Street. **PPIN #: 77834**

D. ZC 25.02 Public hearing to consider the request of the Applicant, S.E. Civil, on behalf of the Owner, Robert and Renee Taylor and FST Blue Island Owners Association, to amend the Planned Unit Development, known as Hermitage Court. The property is approximately .36 acres and is located at 620 Hermitage Court. **PPIN #: 226992**

E. Resolution 2025-03 Public hearing to consider the request of the City of Fairhope's Planning and Zoning Department to accept Resolution 2025-03 adopting the temporary suspension of consideration of certain residential multiple occupancy project and subdivision applications under the City of Fairhope Subdivision Regulations as set forth in Ordinance 1823.

4. Adjourn

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

The Planning Commission met Monday, February 3, 2025, at 5:00 PM at the City Municipal Complex, 161 N. Section Street in the Council Chambers.

Present: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar; Paul Fontenot; Erik Cortinas; Hunter Simmons, Planning and Zoning Director; Mike Jeffries, Development Services Manager; Michelle Melton, Planner; Chris Williams, City Attorney, and Cindy Beaudreau, Planning Clerk.

Absent: None

Chairman Turner called the meeting to order at 5:02 PM.

Consent Agenda

- Approval of the Minutes January 6, 2025

John Worsham made a motion to approve the minutes.

Rebecca Bryant seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar; Paul Fontenot and Erik Cortinas

NAY: None.

- Reschedule March 3, 2025, 5pm meeting to March 6, 2025, at 5pm

Erik Cortinas made a motion to approve the change in date.

John Worsham seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar; Paul Fontenot and Erik Cortinas

NAY: None.

Old Business

- No old business

New Business

A. SR 25.02 Request of the Applicant, Benjamin Cummings, acting on behalf of the Owner, Fairhope 9 LLC, for Site Plan Approval of Harvey and Thomas Orthodontist on property zoned B-2 General Business District. The property is located at the northeast corner of Highway 181 and Highway 104, Lot 9 and is approximately 1.0 acres. **PPIN#: 627499**

Michelle Melton, City Planner, presented the request of the Applicant, Benjamin Cummings, acting on behalf of the Owner, Fairhope 9 LLC, for Site Plan Approval of Harvey and Thomas Orthodontist on property zoned B-2 General Business District. The property is located at the northeast corner of Highway 181 and Highway 104, Lot 9 and is approximately 1.0 acres. Ms. Melton shared the zoning and aerial maps.

Staff recommends approval to the City Council of SR 25.02 with the following conditions:

1. Correct the highway construction setback off AL 104 to 100ft (not 125ft) on Site Data Table.
2. Update photometric plan with 10ft high lighting.
3. Add Slide No. "S 2963-A" to the Legal Description on Sheet C1.0.
4. Applicant shall attend a utility meeting with the City of Fairhope on February 6, 2025. Said meeting must take place prior to Site Plan going on City Council agenda.
5. Landscape Plan needs to be updated:
 - To reflect shrubs being 48 inches tall at time of planting
 - Additional shrub along Encounter Drive right of the entrance (looking to the North).
 - Additional overstory tree along Encounter Drive right of the entrance (looking North).

Ben Cummings, Architect, agrees with staff conditions. May need more light poles when lowering to 10' height. Also stated that he is not on the February 6, 2025, utility meeting.

John Worsham made a motion to recommend approval of SR 25.02 to City Council with staff recommendations.

Hollie MacKellar seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar; Paul Fontenot and Erik Cortinas

NAY: None.

B. SR 25.03 Request of the Applicant, Chris Lieb, on behalf of the Owner, FST Encounter Development LLC, for Site Plan Approval of Foosackly's. The property is approximately 0.20 acres and is zoned B-2 – General Business District. The property is located at the northeast corner of Highway 181 and Highway 104, Lot 4 and is approximately 1.0 acres. **PPIN #: 627494**

Michelle Melton, City Planner, Planning and Zoning Director, presented the request of the Applicant, Chris Lieb, on behalf of the Owner, FST Encounter Development LLC, for Site Plan Approval of Foosackly's. The property is approximately 0.20 acres and is zoned B-2 – General Business District. The property is located at the northeast corner of Highway 181 and Highway 104, Lot 4 and is approximately 1.0 acres.

Staff recommends approval to the City Council of SR 25.03 with the following conditions:

1. Update photometric plan with 10ft high lighting.
2. Update landscaping plan (p.2) to reflect a total of 48 parking spaces not 51.

Paul Fontenot stated that the vehicular screening should start 4' from the curb.

Chris Lieb, Lieb Engineering, agrees with staff conditions.

Rebecca Bryant made a motion to recommend approval of SR 25.03 to City Council with staff recommendations.

Harry Kohler seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar; Paul Fontenot and Erik Cortinas

NAY: None.

C. SD 25.02 Public hearing to consider the request of the Applicant, Jade Consulting, LLC, on behalf of the Owner, Michael Jason Tickle 2020 Trust dated July 13, 2020, for preliminary plat approval of Windrow Subdivision, a 21-lot subdivision. The property is zoned R-1, Low Density Single-Family Residential District. The property is approximately 17.75 acres and is located east of Section Street between Twin Beech Road and Brodbeck Lane. **PPIN #: 18518**

Mike Jeffries, Development Services Manager, presented the request of the Applicant, Jade Consulting, LLC, on behalf of the Owner, Michael Jason Tickle 2020 Trust dated July 13, 2020, for preliminary plat approval of Windrow Subdivision, a 21-lot subdivision. The property is zoned R-1, Low Density Single-Family Residential District. The property is approximately 17.75 acres and is located east of Section Street between Twin Beech Road and Brodbeck Lane.

Waiver Recommendation:

Staff recommends approval of the waiver requests.

1. Allow a 40' ROW for Windrow Circle.
2. Not install sidewalks along the north side of Tall Paul Way from the entrance to lot #20 and not install sidewalks along Section Street south of the entrance.

Staff recommends approval of SD 25.02 with the following conditions:

1. Approval of the two (2) waiver requests.
2. A note shall be added to the plat "The drainage inside the subdivision shall remain private and is subject to the Cooperative Maintenance Agreement associated with the subdivision. The drainage is not the responsibility of the City of Fairhope to maintain."

Discussion included:

- connectivity to the south
- precedent for 40' ROW
- wetland enhancement and restoration
- greenspace usability
- City not responsible for sidewalks
- crosswalks over Section to Hilltop
- footpath accessibility

Chairman Turner opened the public hearing at 5:51pm.

Troy Vickers, 248 Cuban Lily Dr, would like the sidewalk to be on Section for safety.

Don DeGutz, 110 Blakeney, is concerned about encroachment on the easement and property values for the homeowners.

Steve Cowles, 6878 Petiole, is concerned about the speed limit on Section.

The public hearing was closed at 5:57.

Troy Jinright, Jade Consulting, stated that the project has over 20% of greenspace and they are working to preserve as much as possible. The pond will have fish, and the sidewalks will connect to the greenspace. Mr. Jinright is requesting a waiver for the section of sidewalk to the south.

John Worsham made a motion to approve the first waiver allowing for a 40' ROW for Windrow Circle.

Erik Cortinas seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar; Paul Fontenot and Erik Cortinas

NAY: None.

Kevin Boone made a motion to accept the second waiver for not sidewalks in the subdivision but wants sidewalks to be placed along the south side of Section.

Harry Kohler seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar; Paul Fontenot and Erik Cortinas

NAY: None

John Worsham made a motion to approve SD 25.02 with staff recommendations and the additional of pedestrian access being added on the south side of Section.

Erik Cortinas seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar; Paul Fontenot and Erik Cortinas

NAY: None.

D. SD 25.04 Public hearing to consider the request of the Applicant, Sawgrass Consulting, on behalf of the Owner, PCH Hotels and Resorts/RSA, for preliminary plat approval of Battles Trace Phase 9, an 81-lot subdivision. The property is approximately 22.4 acres and is zoned TR – Tourist Resort District. The property is located on the north side of Battles Road, on the east and west sides of Colony Drive. **PPINS #: 5499, 20948, 286294**

Hunter Simmons introduced the request and gave a history of the Tourist Resort District.

Mike Jeffries, Development Services Manager, presented the request of the Applicant, Sawgrass Consulting, on behalf of the Owner, PCH Hotels and Resorts/RSA, for preliminary plat approval of Battles Trace Phase 9, an 81-lot subdivision. The property is approximately 22.4 acres and is zoned TR – Tourist Resort District. The property is located on the north side of Battles Road, on the east and west sides of Colony Drive. Mr. Jeffries shared the aerial and zoning maps.

Staff recommends approval of SD 25.04 with the following conditions:

1. Reflect the remaining property as a lot of record as lot # on the plat and show the entire boundary of the property.

Discussion included:

- look at last time lake was measured
- status of O&M plans for development
- meeting with tree committee and City Horticulturist

Chairman Turner opened the public hearing at 6:31pm.

Debbie Manning, 934 Hibiscus Way, concerned with deviation from original plans, increase in population, no room for turnoffs, narrow road at Section Street entrance and access by emergency vehicles. Ms. Manning is requesting denial of request.

Bill Holman, 134 Mulberry Lane, concerned with growth in the Colony, safety, additional four phases, lighting and traffic.

Mr. Hupp, 436 Colony Drive, concerned with safety and with the drainage calculations.

Troy Vickers, 248 Cuban Lily Drive, concerned with future development, the stormwater plan, sediment coming from the development, the number of trees being removed, no sidewalks, need pathways, would like to see the Master Drainage Plan, landscaping, the lot sizes have been reduced and emergency vehicle access.

Thomas Hogg, 812 Geranium Drive, concerned with density, expected detached single-family homes and the landscape requirements.

Jim Ellis, 6902 Petiole Dr, concerned with common areas abutting Hilltop and clear cutting the entire area.

Andy Calahan, 6970 Petiole Dr, stated there are 109 trees, 6+” with dense vegetation understory, concerned with water displacement, density, drainage poor erosion control measures south of Thyme Lane and a dip in the sidewalk on Section.

Steve Cowles, 6878 Petiole Dr, supports all of the citizen comments, appreciates protection of buffers on northern border, concerned with clear cutting, environmental impact to animals and birds and requests the preservation of the natural habitat.

Sharon Durham, 233 Cuban Lily, concerned with butting up to a neighbor, setbacks and separation from backyard neighbors.

The public hearing was closed at 7:11.

Tim Lawley, Sawgrass Engineering introduced Michael Mann, Nequette Architect, who gave a presentation.

Mr. Lawley addressed the citizen comments and the Planning Commission comments.

Lee Turner would like to see other options for erosion control and a plan with native plants.

The applicant requested that this project be tabled until the March 6, 2025, Planning Commission meeting.

Hollie MacKellar made a motion to table SD 25.04 until the March 6, 2025, Planning Commission meeting.

Erik Cortinas seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar; Paul Fontenot and Erik Cortinas

NAY: None.

E. ZC 25.01 Public hearing to consider the request from the City of Fairhope Planning and Zoning Department for various proposed amendments to the City of Fairhope’s Zoning Ordinance.

Hunter Simmons, Planning and Zoning Director, presented the request from the City of Fairhope Planning and Zoning Department for various proposed amendments to the City of Fairhope’s Zoning Ordinance. Mr. Simmons stated that this amendment would alter Table 3-1 of the Zoning Ordinance to remove a Boarding House/Dormitory from Zoning Districts B-2, B-3b, B-4, M-1, M-2, NVC and CVC. Effectively, this would prohibit new boarding houses and dormitories within the City of Fairhope corporate limits. Language will be kept in the Zoning Ordinance with the definition and parking requirements in case there are historical cases.

Chairman Turner opened the public hearing at 8:05pm. Having no one present to speak, the public hearing was closed at 8:05.

John Worsham made a motion to approve ZC 25.01.

Kevin Boone seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar;
Paul Fontenot and Erik Cortinas

NAY: None

F. Executive Session – To discuss pending or potential litigation pursuant to Alabama Code Section 36-25A-7(a)(3)

Chris Williams read the Declaration and Opinion and recommended that the Planning Commission leave the dais for an Executive Session:

John Worsham made a motion to leave the dais for the Executive Session.

Kevin Boone seconded the motion and the motion carried unanimously with the following vote:

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar;
Paul Fontenot and Erik Cortinas

NAY: None

Commissioners leave the dais at 8:07pm and return at 8:25pm.

Adjournment

John Worsham made a motion to adjourn.

AYE: Lee Turner; Kevin Boone; John Worsham; Rebecca Bryant; Harry Kohler; Hollie MacKellar;
Paul Fontenot and Erik Cortinas

NAY: None

Adjourned at 8:25pm.

Lee Turner, Chairman

Cindy Beaudreau, Secretary



This digital package has been condensed for size and some documents may not contain all the original pages. All submittals were reviewed in full by staff in preparation for the reports prepared for the Planning Commission.

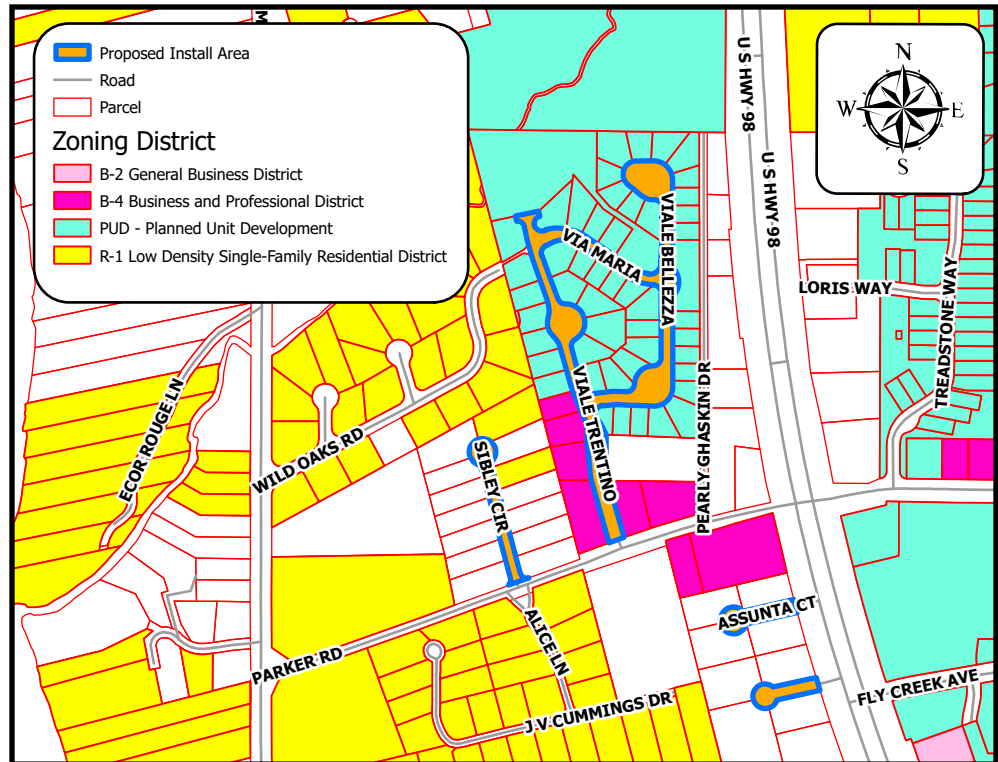
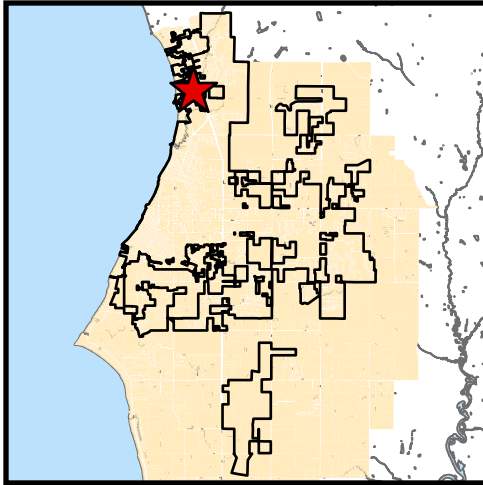
City of Fairhope

Planning Commission

March 6, 2025



UR 25.01 - 7549 Assunta Court, AT&T



Project Name:

7549 Assunta Court, AT&T

Site Data:

4,573 Linear Footage

Project Type:

Installation of Buried Fiber Cable

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

PUD

PPIN Number:

N/A

General Location:

North side of Parker Road, East of U.S. HWY 98

Surveyor of Record:

AT&T

Engineer of Record:

AT&T

Owner / Developer:

AT&T

School District:

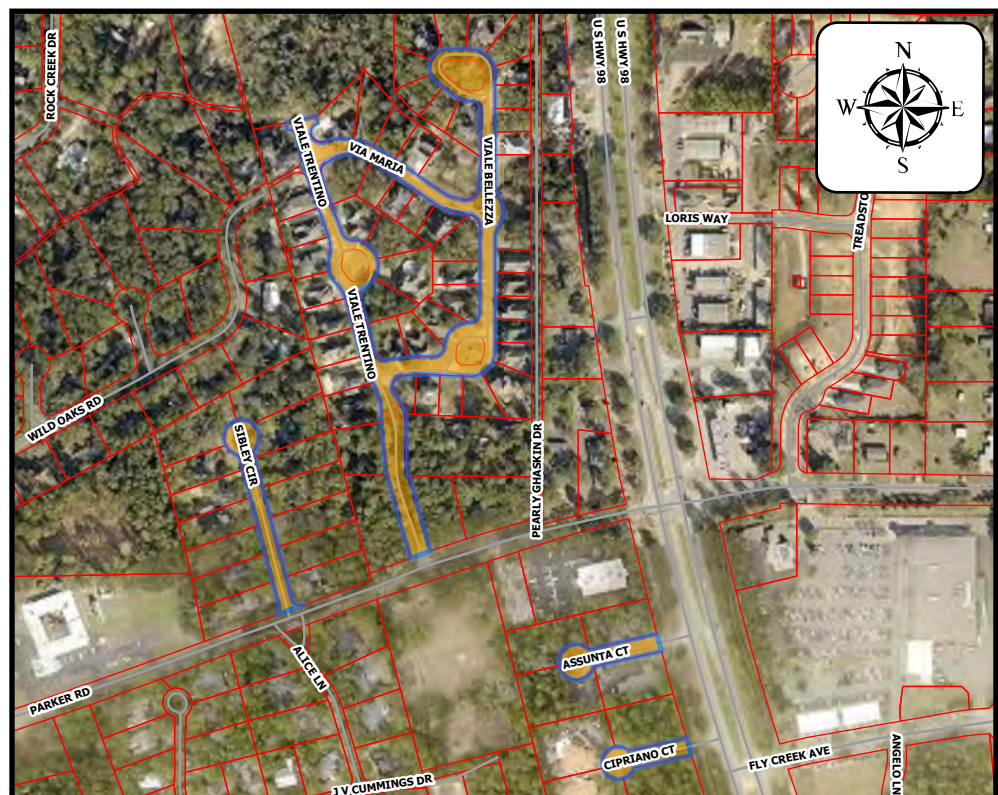
Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

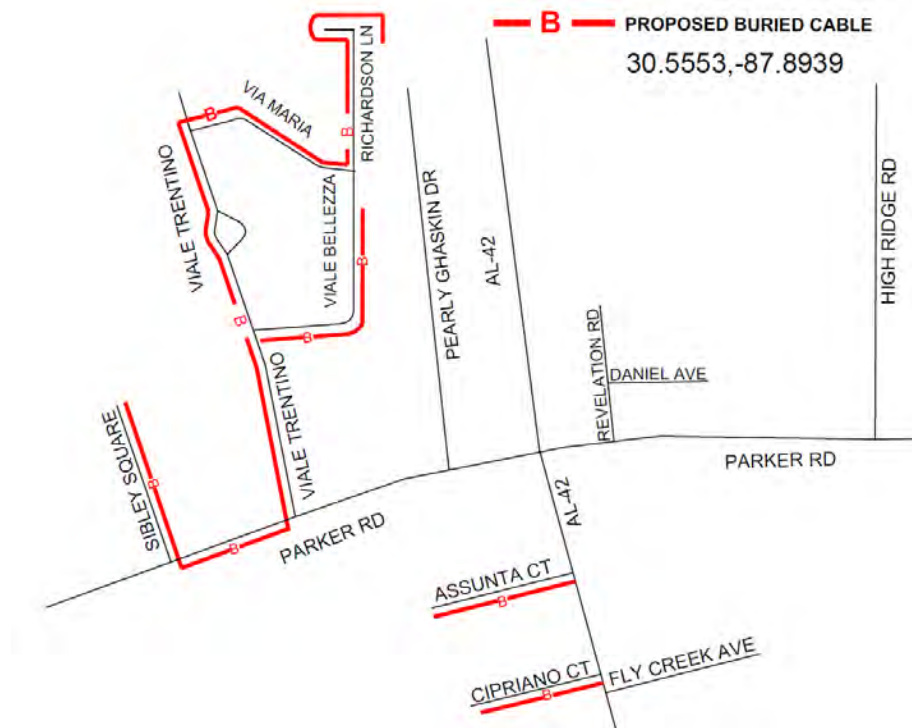
Approved w/ Conditions

Prepared by:

Chris Ambron



Summary of Request: Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately **4,573 ft directional bore buried fiber** along routes outlined on the below location map.



1. Citizen Communication & Notification

- Provide Door Hangers at pre-construction meetings which shall be approved prior to distribution and work.
- Use of portable A-frame style signage at the entrance and exit of work sites.
- Applicant shall dedicate a Point of Contact to answer citizens questions.

2. Permitting, Locating & Phasing

- Subsurface Utility Engineering may be required for sensitive locations within the city as required by the ROW supervisor.
- An additional right-of-way permit may be required for the potholing procedures needed for SUE.
- A traffic control plan shall be submitted with all permits that affect the flow of traffic.
- No work shall begin until a ROW permit is issued by the City of Fairhope Building Department. Permit not valid until approved and paid for on Citizen Serve online portal.
- The City's ROW inspector is to be notified 24 hours prior to any activity within the ROW. The prior notice applied to all activity within the ROW including but not limited to trenching, boring, concrete placement.
- Hand holes/boxes shall not be allowed to be installed in sidewalks. The applicant shall review the sidewalk plan to determine if there are any conflicts. The applicant shall coordinate with the ROW inspector to resolve any conflicts.
- The applicant shall contact Alabama One Call 811 to locate all existing utilities in the ROW (750 LF maximum daily allocation for COF utility locates per day).
- A phasing plan must be submitted with the permit to alleviate confusion for locating.
- A pre-construction meeting shall be held with the City prior to issuance of any permits.

3. Construction

- A minimum horizontal clearance (separation) of 36" must be maintained from water, sewer, gas, stormwater, and other city utility infrastructure.
- A minimum depth for all telecommunication lines shall be 30".
- Conduit shall match the 811-color code for communication, electric, gas etc. No blue/blue striped conduit is to be used for telecommunications.
- The contractor responsible for *excavating inside right of way will be required to provide video documentation of the integrity of any sanitary sewer line (including laterals) within 3 feet of work being performed. This can be videoed prior to work being performed if locations, including depths, are clearly established by contractor, and said work is not within 3 ft of sewer mains or laterals within right of way. This does not apply to laterals on private property not "publicly maintained" (Private infrastructure).
- Water, sewer, and gas mains/services must be potholed prior to bore/missile crossings. If street cuts are necessary please contact Right of Way inspector for restoration.
- If sidewalk panels need to be removed, the subgrade must be compacted to the satisfaction of the ROW inspector. Cold patch asphalt shall be used as a temporary walking surface until the permanent repair can be done.
- Sidewalk panels shall be a minimum of 4000 psi and be inspected within 24 hours of pouring concrete. Anything over one sidewalk panel shall be poured via concrete truck (no bag mix allowed).

4. Horticultural

- Handholes shall not be located within driplines of trees within City property, to include the right of ways, without explicit written permission from the City Horticulturalist.
- Any proposed trenching shall not be within the dripline of trees.
- If within tree dripline, consult the City of Fairhope Horticulturist prior to earth work.
- Trees shall not be negatively impacted.
- Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. The contractor is responsible for any damaged trees.
- Any work done within the critical root zone shall be done to meet or exceed Internal Society Arboriculture (ISA) standards.
- All roots to be removed shall be severed cleanly at the perimeter of the protected radius.
- Protective barriers shall be used for all trees, barricades shall be erected a minimum of 20' from the trunk.

5. Erosion Control

- Any ROW cuts shall be stabilized (covered) at the end of each day & disturbed areas shall be re-vegetated with sod within ten (10) days of completion of the project. Sod shall be watered to ensure survival.
- Any excess soil shall be removed and disposed of properly. Dumping on private property without approval will not be tolerated.
- Mulch / seed shall only be acceptable as temporary cover.
- Inlets shall be protected. BMPs shall be placed at all affected storm inlets.
- If the site is within 100' of a critical area (wetland, etc.), red soil/clay shall not be allowed as fill material, per the City's Red Clay/Soil Ordinance.
- BMPs shall be installed at boring sites and trench locations.
- Ground conditions in the ROW's shall be returned to original preconstruction condition(s) or better.
- No open trenches shall be allowed. Directional boring shall be used in sensitive areas, such as under roads, in proximity to trees, on finished lots, etc.

6. Project Completion, Punch List Walk, & As Built

- The applicant shall provide as-built drawings of all installed lines depicting depths.
- Damage to any City's infrastructure (storm, sewer, water, ditches etc. shall be the responsibility of the permittee to repair to city standards at no cost to the city.
- Any damage that occurs needs to be reported to the city as soon as possible.
- Pedestals shall be placed in a manner as to avoid obstructing visibility of motorists and to allow vehicles to exit the roadway during an emergency.

7. Staff Recommendation

- **The proposed utility construction falls within the corporate limits of the City of Fairhope. Any portions of the project affecting public right-of-way (ROW) maintained by Baldwin County or the Alabama Department of Transportation (ALDOT) shall require permits through the respective agency.**
 - This site shall comply with all State, Federal and local requirements, including, but not limited to the following City of Fairhope Ordinances:
 - i. City of Fairhope Wetland Ordinance (#1370), which regulates activity within 20' of wetlands.
 - ii. City of Fairhope Red Soil & Clay Ordinance (#1423), which prohibits the use of red soil / clay within 100' of critical areas.
 - iii. City of Fairhope Erosion and Sediment Control Ordinance (#1398).
 - iv. Chapter 19 Article VI: ROW Construction and Administration, Ordinance (1754)
 - v. City of Fairhope Tree and Landscape Ordinance (#1444)
 - Staff Recommendation: **Approval with Conditions of UR 25.01**
1. A pre-construction meeting shall be held with the City prior to issuance of any permits.
 2. Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. **The contractor is responsible for any damaged trees.**
 3. At all street crossing locations, conduct potholing to determine exact location and elevation of existing utilities. Reflect the exact elevation of utilities and GPS coordinates of the pothole locations on a set of as-built drawings.
 - a. An additional right-of-way permit may be required for the potholing procedures.
 4. Follow-up activities below required by staff and the applicant:
 - a. **Upon satisfactory review and approval by ROW Construction Inspector, as-builts will be submitted to the GIS technician for inclusion in GIS utility maps.**
 5. Provide draft door hanger for approval at time of pre-construction.
 6. **Approved door hangers shall be in place no later than 7 days prior to construction.**
 7. Provide a Traffic Control Plan to ROW Inspector prior to commencement of any work.
 8. Ensure enough space for proposed work is available within existing easement, if not applicant is responsible for either expanding existing easement or acquiring an additional easement.
 9. Applicant shall contact Alabama One Call to locate all existing utilities (1000ft max per day).
 10. Utilities boxes shall be concentrated near existing boxes.

For permitting purposes, applicants shall provide subsurface utility engineering quality-level C, unless otherwise required by the Fairhope Building Department.

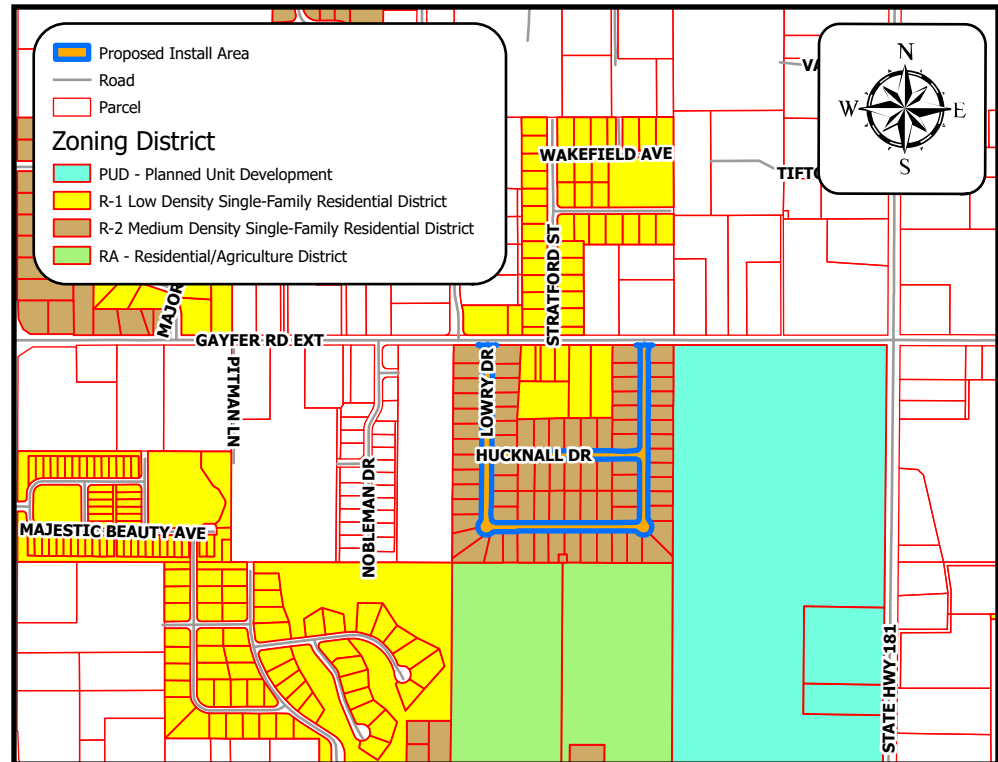
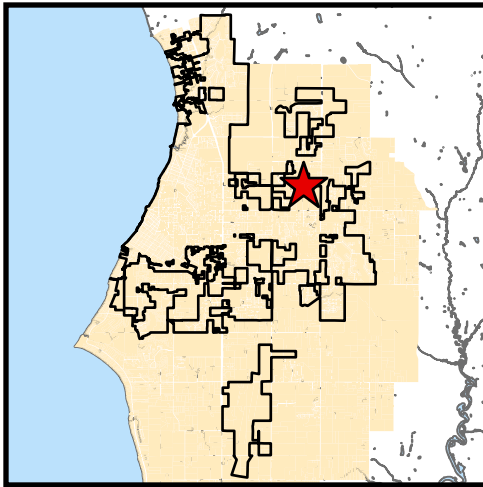
City of Fairhope

Planning Commission

March 6, 2025



UR 25.02 - 20485 Lowry Drive, AT&T



Project Name:

20485 Lowry Drive, AT&T

Site Data:

3,929 Linear Footage

Project Type:

Installation of Buried Fiber Cable

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

R-2

PPIN Number:

N/A

General Location:

South side of Gayfer Road Ext, West side of State HWY 181

Surveyor of Record:

AT&T

Engineer of Record:

AT&T

Owner / Developer:

AT&T

School District:

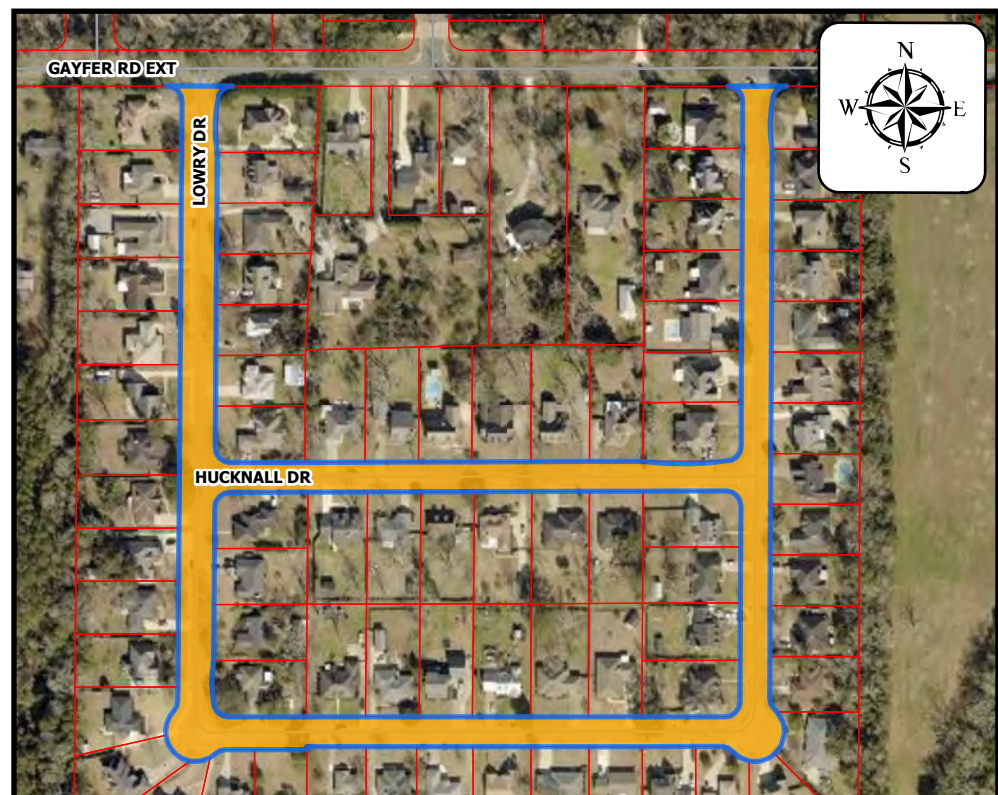
Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

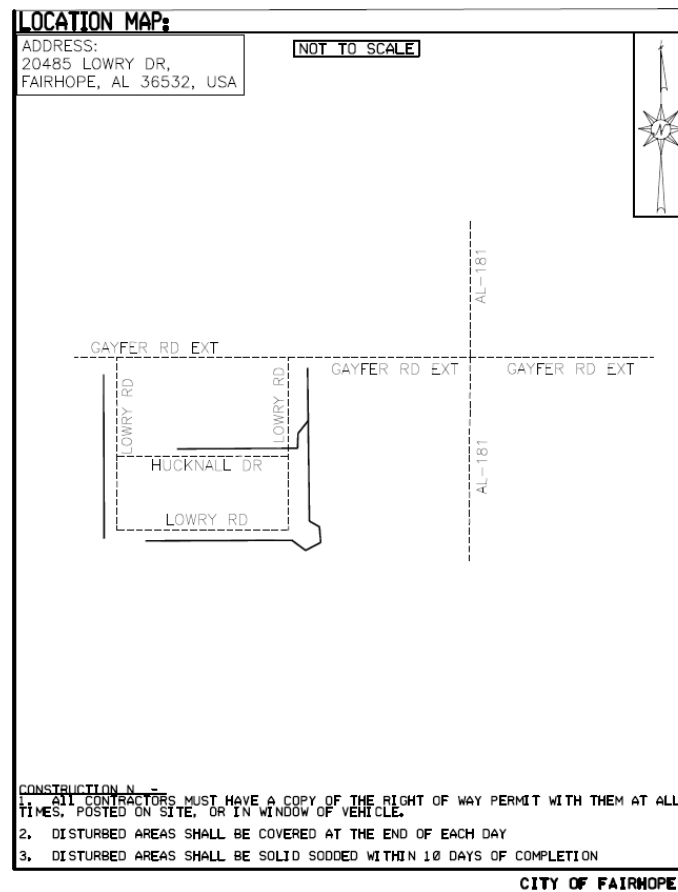
Approved w/ Conditions

Prepared by:

Chris Ambron



Summary of Request: Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately **3,929 ft directional bore buried fiber** along routes outlined on the below location map.



1. Citizen Communication & Notification

- Provide Door Hangers at pre-construction meetings which shall be approved prior to distribution and work.
- Use of portable A-frame style signage at the entrance and exit of work sites.
- Applicant shall dedicate a Point of Contact to answer citizens questions.

2. Permitting, Locating & Phasing

- Subsurface Utility Engineering may be required for sensitive locations within the city as required by the ROW supervisor.
- An additional right-of-way permit may be required for the potholing procedures needed for SUE.
- A traffic control plan shall be submitted with all permits that affect the flow of traffic.
- No work shall begin until a ROW permit is issued by the City of Fairhope Building Department. Permit not valid until approved and paid for on Citizen Serve online portal.
- The City's ROW inspector is to be notified 24 hours prior to any activity within the ROW. The prior notice applied to all activity within the ROW including but not limited to trenching, boring, concrete placement.
- Hand holes/boxes shall not be allowed to be installed in sidewalks. The applicant shall review the sidewalk plan to determine if there are any conflicts. The applicant shall coordinate with the ROW inspector to resolve any conflicts.
- The applicant shall contact Alabama One Call 811 to locate all existing utilities in the ROW (750 LF maximum daily allocation for COF utility locates per day).
- A phasing plan must be submitted with the permit to alleviate confusion for locating.
- A pre-construction meeting shall be held with the City prior to issuance of any permits.

3. Construction

- A minimum horizontal clearance (separation) of 36" must be maintained from water, sewer, gas, stormwater, and other city utility infrastructure.
- A minimum depth for all telecommunication lines shall be 30".
- Conduit shall match the 811-color code for communication, electric, gas etc. No blue/blue striped conduit is to be used for telecommunications.
- The contractor responsible for *excavating inside right of way will be required to provide video documentation of the integrity of any sanitary sewer line (including laterals) within 3 feet of work being performed. This can be videoed prior to work being performed if locations, including depths, are clearly established by contractor, and said work is not within 3 ft of sewer mains or laterals within right of way. This does not apply to laterals on private property not "publicly maintained" (Private infrastructure).
- Water, sewer, and gas mains/services must be potholed prior to bore/missile crossings. If street cuts are necessary please contact Right of Way inspector for restoration.
- If sidewalk panels need to be removed, the subgrade must be compacted to the satisfaction of the ROW inspector. Cold patch asphalt shall be used as a temporary walking surface until the permanent repair can be done.
- Sidewalk panels shall be a minimum of 4000 psi and be inspected within 24 hours of pouring concrete. Anything over one sidewalk panel shall be poured via concrete truck (no bag mix allowed).

4. Horticultural

- Handholes shall not be located within driplines of trees within City property, to include the right of ways, without explicit written permission from the City Horticulturalist.
- Any proposed trenching shall not be within the dripline of trees.
- If within tree dripline, consult the City of Fairhope Horticulturist prior to earth work.
- Trees shall not be negatively impacted.
- Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. The contractor is responsible for any damaged trees.
- Any work done within the critical root zone shall be done to meet or exceed Internal Society Arboriculture (ISA) standards.
- All roots to be removed shall be severed cleanly at the perimeter of the protected radius.
- Protective barriers shall be used for all trees, barricades shall be erected a minimum of 20' from the trunk.

5. Erosion Control

- Any ROW cuts shall be stabilized (covered) at the end of each day & disturbed areas shall be re-vegetated with sod within ten (10) days of completion of the project. Sod shall be watered to ensure survival.
- Any excess soil shall be removed and disposed of properly. Dumping on private property without approval will not be tolerated.
- Mulch / seed shall only be acceptable as temporary cover.
- Inlets shall be protected. BMPs shall be placed at all affected storm inlets.
- If the site is within 100' of a critical area (wetland, etc.), red soil/clay shall not be allowed as fill material, per the City's Red Clay/Soil Ordinance.
- BMPs shall be installed at boring sites and trench locations.
- Ground conditions in the ROW's shall be returned to original preconstruction condition(s) or better.
- No open trenches shall be allowed. Directional boring shall be used in sensitive areas, such as under roads, in proximity to trees, on finished lots, etc.

6. Project Completion, Punch List Walk, & As Built

- The applicant shall provide as-built drawings of all installed lines depicting depths.
- Damage to any City's infrastructure (storm, sewer, water, ditches etc. shall be the responsibility of the permittee to repair to city standards at no cost to the city.
- Any damage that occurs needs to be reported to the city as soon as possible.
- Pedestals shall be placed in a manner as to avoid obstructing visibility of motorists and to allow vehicles to exit the roadway during an emergency.

7. Staff Recommendation

- The proposed utility construction falls within the corporate limits of the City of Fairhope. Any portions of the project affecting public right-of-way (ROW) maintained by Baldwin County or the Alabama Department of Transportation (ALDOT) shall require permits through the respective agency.
 - This site shall comply with all State, Federal and local requirements, including, but not limited to the following City of Fairhope Ordinances:
 - i. City of Fairhope Wetland Ordinance (#1370), which regulates activity within 20' of wetlands.
 - ii. City of Fairhope Red Soil & Clay Ordinance (#1423), which prohibits the use of red soil / clay within 100' of critical areas.
 - iii. City of Fairhope Erosion and Sediment Control Ordinance (#1398).
 - iv. Chapter 19 Article VI: ROW Construction and Administration, Ordinance (1754)
 - v. City of Fairhope Tree and Landscape Ordinance (#1444)
 - Staff Recommendation: **Approval with Conditions of UR 25.02**
1. A pre-construction meeting shall be held with the City prior to issuance of any permits.
 2. Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. **The contractor is responsible for any damaged trees.**
 3. At all street crossing locations, conduct potholing to determine exact location and elevation of existing utilities. Reflect the exact elevation of utilities and GPS coordinates of the pothole locations on a set of as-built drawings.
 - a. An additional right-of-way permit may be required for the potholing procedures.
 4. Follow-up activities below required by staff and the applicant:
 - a. **Upon satisfactory review and approval by ROW Construction Inspector, as-builts will be submitted to the GIS technician for inclusion in GIS utility maps.**
 5. Provide draft door hanger for approval at time of pre-construction.
 6. **Approved door hangers shall be in place no later than 7 days prior to construction.**
 7. Provide a Traffic Control Plan to ROW Inspector prior to commencement of any work.
 8. Ensure enough space for proposed work is available within existing easement, if not applicant is responsible for either expanding existing easement or acquiring an additional easement.
 9. Applicant shall contact Alabama One Call to locate all existing utilities (1000ft max per day).
 10. Utilities boxes shall be concentrated near existing boxes.

For permitting purposes, applicants shall provide subsurface utility engineering quality-level C, unless otherwise required by the Fairhope Building Department.

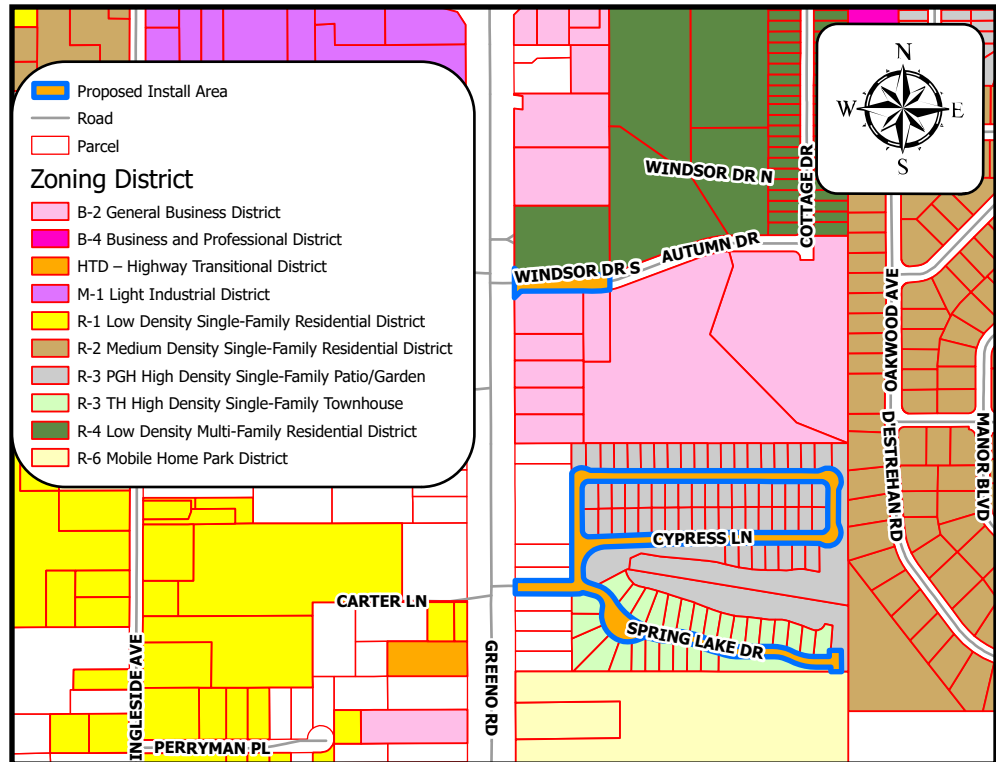
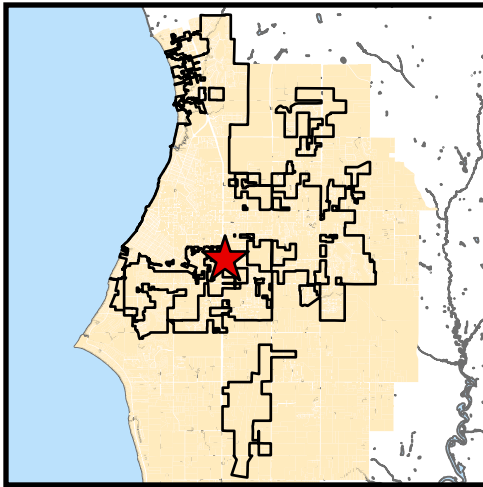
City of Fairhope

Planning Commission

March 6, 2025



UR 25.03 - 200 Spring Lake Drive, AT&T



Project Name:

200 Spring Lake Drive, AT&T

Site Data:

3,953 Linear Footage

Project Type:

Installation of Buried Fiber Cable

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

R-3 PGH

PPIN Number:

N/A

General Location:

East side of Greeno Road, South of Autumn Drive

Surveyor of Record:

AT&T

Engineer of Record:

AT&T

Owner / Developer:

AT&T

School District:

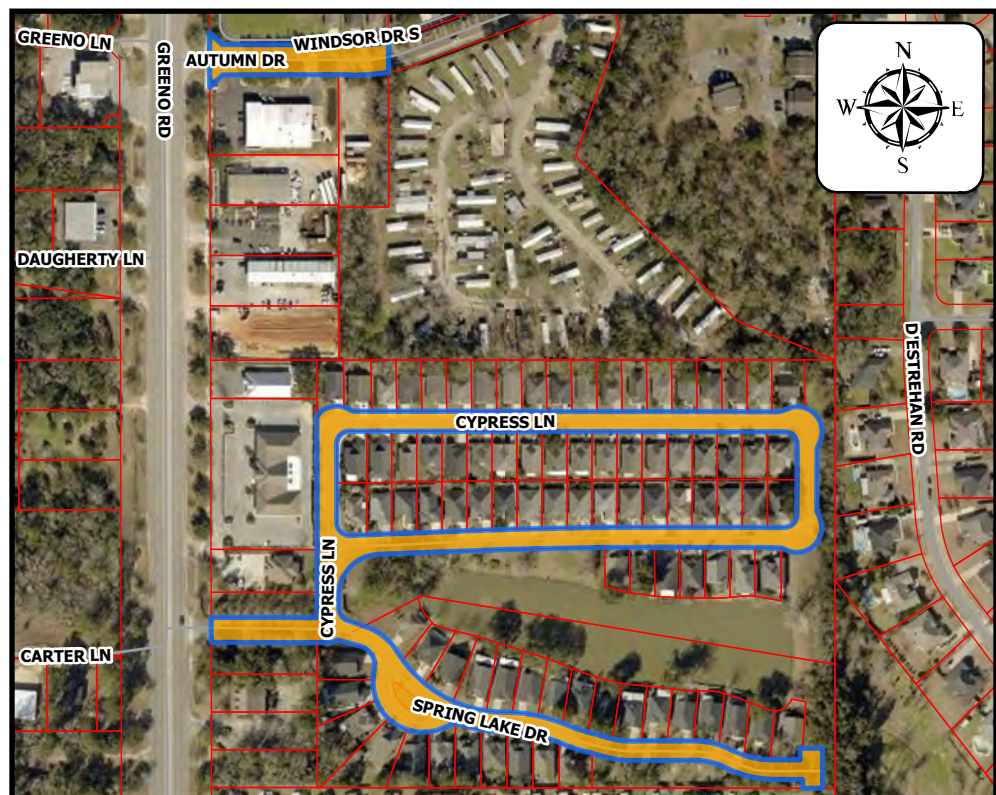
Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

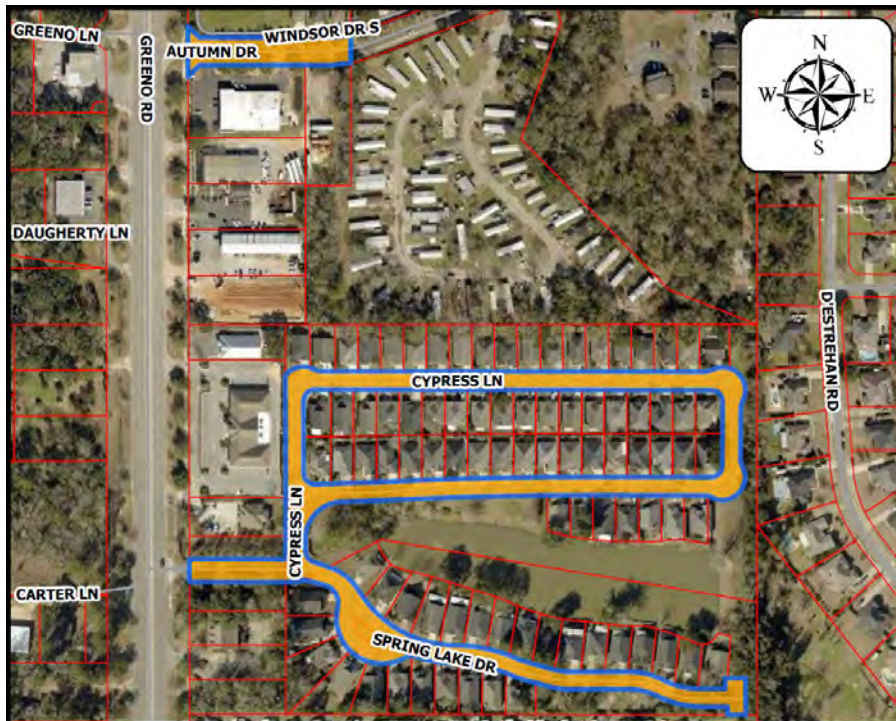
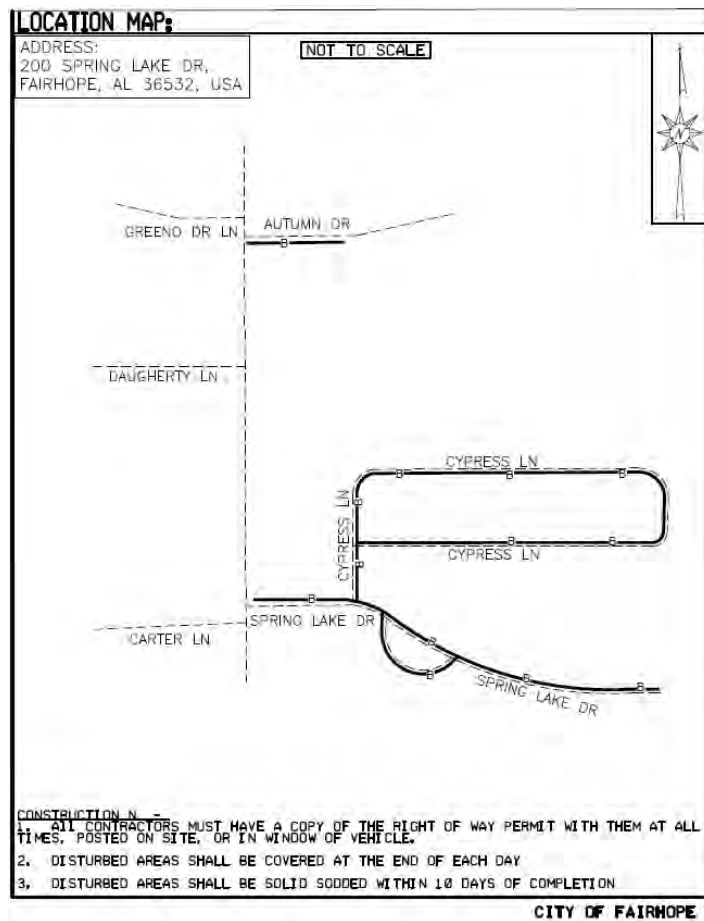
Approved w/ Conditions

Prepared by:

Chris Ambron



Summary of Request: Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately **3,953 ft directional bore buried fiber** along routes outlined on the below location map.



1. Citizen Communication & Notification

- Provide Door Hangers at pre-construction meetings which shall be approved prior to distribution and work.
- Use of portable A-frame style signage at the entrance and exit of work sites.
- Applicant shall dedicate a Point of Contact to answer citizens questions.

2. Permitting, Locating & Phasing

- Subsurface Utility Engineering may be required for sensitive locations within the city as required by the ROW supervisor.
- An additional right-of-way permit may be required for the potholing procedures needed for SUE.
- A traffic control plan shall be submitted with all permits that affect the flow of traffic.
- No work shall begin until a ROW permit is issued by the City of Fairhope Building Department. Permit not valid until approved and paid for on Citizen Serve online portal.
- The City's ROW inspector is to be notified 24 hours prior to any activity within the ROW. The prior notice applied to all activity within the ROW including but not limited to trenching, boring, concrete placement.
- Hand holes/boxes shall not be allowed to be installed in sidewalks. The applicant shall review the sidewalk plan to determine if there are any conflicts. The applicant shall coordinate with the ROW inspector to resolve any conflicts.
- The applicant shall contact Alabama One Call 811 to locate all existing utilities in the ROW (750 LF maximum daily allocation for COF utility locates per day).
- A phasing plan must be submitted with the permit to alleviate confusion for locating.
- A pre-construction meeting shall be held with the City prior to issuance of any permits.

3. Construction

- A minimum horizontal clearance (separation) of 36" must be maintained from water, sewer, gas, stormwater, and other city utility infrastructure.
- A minimum depth for all telecommunication lines shall be 30".
- Conduit shall match the 811-color code for communication, electric, gas etc. No blue/blue striped conduit is to be used for telecommunications.
- The contractor responsible for *excavating inside right of way will be required to provide video documentation of the integrity of any sanitary sewer line (including laterals) within 3 feet of work being performed. This can be videoed prior to work being performed if locations, including depths, are clearly established by contractor, and said work is not within 3 ft of sewer mains or laterals within right of way. This does not apply to laterals on private property not "publicly maintained" (Private infrastructure).
- Water, sewer, and gas mains/services must be potholed prior to bore/missile crossings. If street cuts are necessary please contact Right of Way inspector for restoration.
- If sidewalk panels need to be removed, the subgrade must be compacted to the satisfaction of the ROW inspector. Cold patch asphalt shall be used as a temporary walking surface until the permanent repair can be done.
- Sidewalk panels shall be a minimum of 4000 psi and be inspected within 24 hours of pouring concrete. Anything over one sidewalk panel shall be poured via concrete truck (no bag mix allowed).

4. Horticultural

- Handholes shall not be located within driplines of trees within City property, to include the right of ways, without explicit written permission from the City Horticulturalist.
- Any proposed trenching shall not be within the dripline of trees.
- If within tree dripline, consult the City of Fairhope Horticulturist prior to earth work.
- Trees shall not be negatively impacted.
- Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. The contractor is responsible for any damaged trees.
- Any work done within the critical root zone shall be done to meet or exceed Internal Society Arboriculture (ISA) standards.
- All roots to be removed shall be severed cleanly at the perimeter of the protected radius.
- Protective barriers shall be used for all trees, barricades shall be erected a minimum of 20' from the trunk.

5. Erosion Control

- Any ROW cuts shall be stabilized (covered) at the end of each day & disturbed areas shall be re-vegetated with sod within ten (10) days of completion of the project. Sod shall be watered to ensure survival.
- Any excess soil shall be removed and disposed of properly. Dumping on private property without approval will not be tolerated.
- Mulch / seed shall only be acceptable as temporary cover.
- Inlets shall be protected. BMPs shall be placed at all affected storm inlets.
- If the site is within 100' of a critical area (wetland, etc.), red soil/clay shall not be allowed as fill material, per the City's Red Clay/Soil Ordinance.
- BMPs shall be installed at boring sites and trench locations.
- Ground conditions in the ROW's shall be returned to original preconstruction condition(s) or better.
- No open trenches shall be allowed. Directional boring shall be used in sensitive areas, such as under roads, in proximity to trees, on finished lots, etc.

6. Project Completion, Punch List Walk, & As Built

- The applicant shall provide as-built drawings of all installed lines depicting depths.
- Damage to any City's infrastructure (storm, sewer, water, ditches etc. shall be the responsibility of the permittee to repair to city standards at no cost to the city.
- Any damage that occurs needs to be reported to the city as soon as possible.
- Pedestals shall be placed in a manner as to avoid obstructing visibility of motorists and to allow vehicles to exit the roadway during an emergency.

7. Staff Recommendation

- **The proposed utility construction falls within the corporate limits of the City of Fairhope. Any portions of the project affecting public right-of-way (ROW) maintained by Baldwin County or the Alabama Department of Transportation (ALDOT) shall require permits through the respective agency.**
 - This site shall comply with all State, Federal and local requirements, including, but not limited to the following City of Fairhope Ordinances:
 - i. City of Fairhope Wetland Ordinance (#1370), which regulates activity within 20' of wetlands.
 - ii. City of Fairhope Red Soil & Clay Ordinance (#1423), which prohibits the use of red soil / clay within 100' of critical areas.
 - iii. City of Fairhope Erosion and Sediment Control Ordinance (#1398).
 - iv. Chapter 19 Article VI: ROW Construction and Administration, Ordinance (1754)
 - v. City of Fairhope Tree and Landscape Ordinance (#1444)
 - Staff Recommendation: **Approval with Conditions of UR 25.03**
1. A pre-construction meeting shall be held with the City prior to issuance of any permits.
 2. Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. **The contractor is responsible for any damaged trees.**
 3. At all street crossing locations, conduct potholing to determine exact location and elevation of existing utilities. Reflect the exact elevation of utilities and GPS coordinates of the pothole locations on a set of as-built drawings.
 - a. An additional right-of-way permit may be required for the potholing procedures.
 4. Follow-up activities below required by staff and the applicant:
 - a. **Upon satisfactory review and approval by ROW Construction Inspector, as-builts will be submitted to the GIS technician for inclusion in GIS utility maps.**
 5. Provide draft door hanger for approval at time of pre-construction.
 6. **Approved door hangers shall be in place no later than 7 days prior to construction.**
 7. Provide a Traffic Control Plan to ROW Inspector prior to commencement of any work.
 8. Ensure enough space for proposed work is available within existing easement, if not applicant is responsible for either expanding existing easement or acquiring an additional easement.
 9. Applicant shall contact Alabama One Call to locate all existing utilities (1000ft max per day).
 10. Utilities boxes shall be concentrated near existing boxes.

For permitting purposes, applicants shall provide subsurface utility engineering quality-level C, unless otherwise required by the Fairhope Building Department.

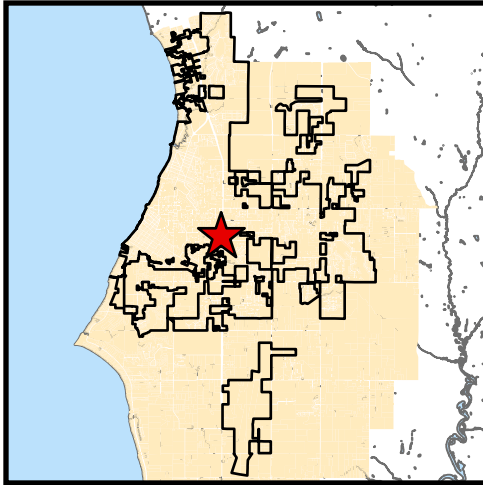
City of Fairhope

Planning Commission

March 6, 2025



UR 25.04 - 19755 Greeno Road, AT&T



Project Name:

19755 Greeno Road, AT&T

Site Data:

3,676 Linear Footage

Project Type:

Installation of Buried Fiber Cable

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

M-1, B-2

PPIN Number:

N/A

General Location:

Nichols Avenue, Commercial Park Drive,
and Spring Run Drive

Surveyor of Record:

AT&T

Engineer of Record:

AT&T

Owner / Developer:

AT&T

School District:

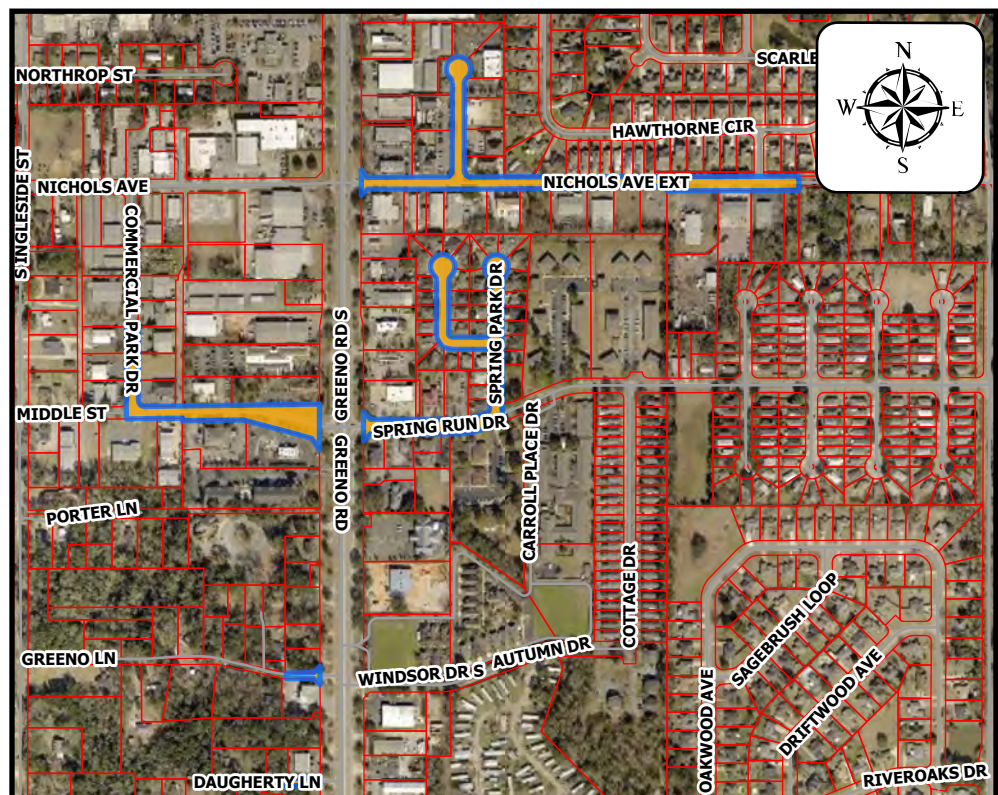
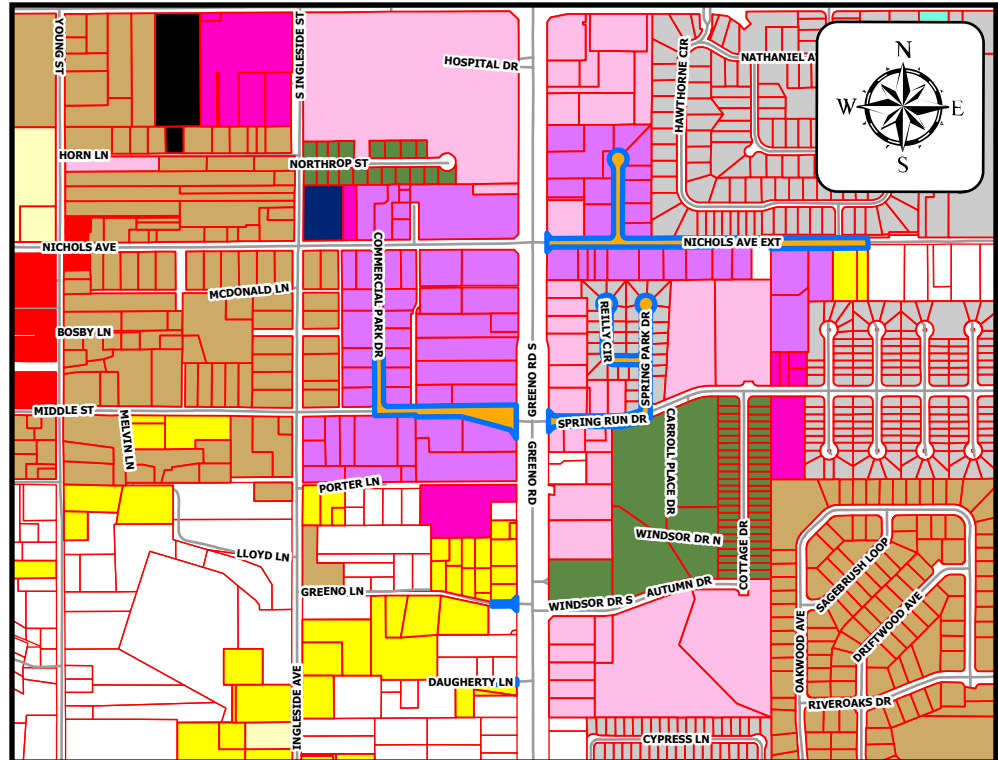
Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

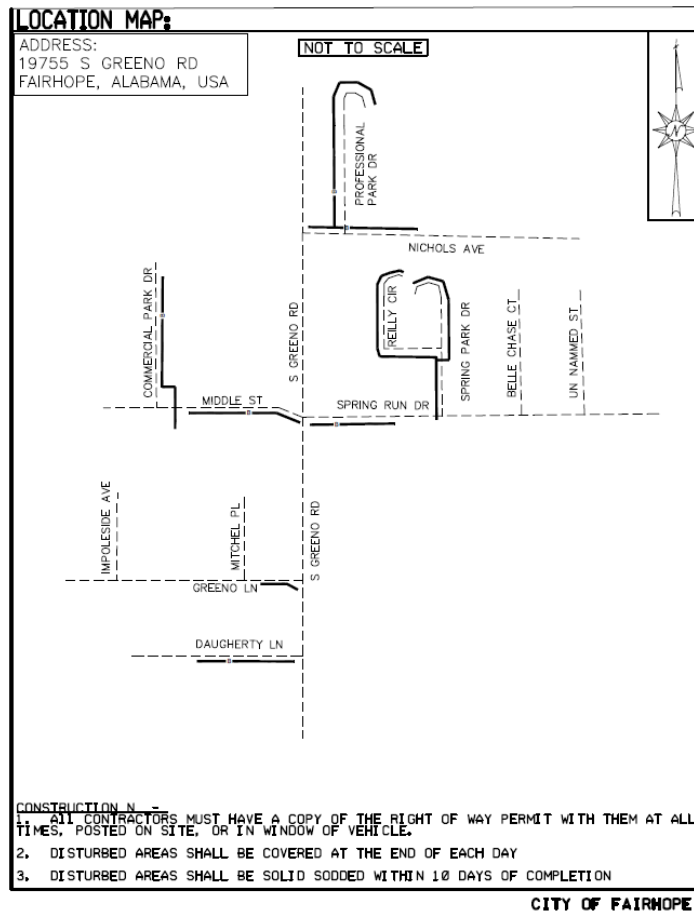
Approved w/ Conditions

Prepared by:

Chris Ambron



Summary of Request: Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately **3,676 ft directional bore buried fiber** along routes outlined on the below location map.



1. Citizen Communication & Notification

- Provide Door Hangers at pre-construction meetings which shall be approved prior to distribution and work.
- Use of portable A-frame style signage at the entrance and exit of work sites.
- Applicant shall dedicate a Point of Contact to answer citizens questions.

2. Permitting, Locating & Phasing

- Subsurface Utility Engineering may be required for sensitive locations within the city as required by the ROW supervisor.
- An additional right-of-way permit may be required for the potholing procedures needed for SUE.
- A traffic control plan shall be submitted with all permits that affect the flow of traffic.
- No work shall begin until a ROW permit is issued by the City of Fairhope Building Department. Permit not valid until approved and paid for on Citizen Serve online portal.
- The City's ROW inspector is to be notified 24 hours prior to any activity within the ROW. The prior notice applied to all activity within the ROW including but not limited to trenching, boring, concrete placement.
- Hand holes/boxes shall not be allowed to be installed in sidewalks. The applicant shall review the sidewalk plan to determine if there are any conflicts. The applicant shall coordinate with the ROW inspector to resolve any conflicts.
- The applicant shall contact Alabama One Call 811 to locate all existing utilities in the ROW (750 LF maximum daily allocation for COF utility locates per day).
- A phasing plan must be submitted with the permit to alleviate confusion for locating.
- A pre-construction meeting shall be held with the City prior to issuance of any permits.

3. Construction

- A minimum horizontal clearance (separation) of 36" must be maintained from water, sewer, gas, stormwater, and other city utility infrastructure.
- A minimum depth for all telecommunication lines shall be 30".
- Conduit shall match the 811-color code for communication, electric, gas etc. No blue/blue striped conduit is to be used for telecommunications.
- The contractor responsible for *excavating inside right of way will be required to provide video documentation of the integrity of any sanitary sewer line (including laterals) within 3 feet of work being performed. This can be videoed prior to work being performed if locations, including depths, are clearly established by contractor, and said work is not within 3 ft of sewer mains or laterals within right of way. This does not apply to laterals on private property not "publicly maintained" (Private infrastructure).
- Water, sewer, and gas mains/services must be potholed prior to bore/missile crossings. If street cuts are necessary please contact Right of Way inspector for restoration.
- If sidewalk panels need to be removed, the subgrade must be compacted to the satisfaction of the ROW inspector. Cold patch asphalt shall be used as a temporary walking surface until the permanent repair can be done.
- Sidewalk panels shall be a minimum of 4000 psi and be inspected within 24 hours of pouring concrete. Anything over one sidewalk panel shall be poured via concrete truck (no bag mix allowed).

4. Horticultural

- Handholes shall not be located within driplines of trees within City property, to include the right of ways, without explicit written permission from the City Horticulturalist.
- Any proposed trenching shall not be within the dripline of trees.
- If within tree dripline, consult the City of Fairhope Horticulturist prior to earth work.
- Trees shall not be negatively impacted.
- Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. The contractor is responsible for any damaged trees.
- Any work done within the critical root zone shall be done to meet or exceed Internal Society Arboriculture (ISA) standards.
- All roots to be removed shall be severed cleanly at the perimeter of the protected radius.
- Protective barriers shall be used for all trees, barricades shall be erected a minimum of 20' from the trunk.

5. Erosion Control

- Any ROW cuts shall be stabilized (covered) at the end of each day & disturbed areas shall be re-vegetated with sod within ten (10) days of completion of the project. Sod shall be watered to ensure survival.
- Any excess soil shall be removed and disposed of properly. Dumping on private property without approval will not be tolerated.
- Mulch / seed shall only be acceptable as temporary cover.
- Inlets shall be protected. BMPs shall be placed at all affected storm inlets.
- If the site is within 100' of a critical area (wetland, etc.), red soil/clay shall not be allowed as fill material, per the City's Red Clay/Soil Ordinance.
- BMPs shall be installed at boring sites and trench locations.
- Ground conditions in the ROW's shall be returned to original preconstruction condition(s) or better.
- No open trenches shall be allowed. Directional boring shall be used in sensitive areas, such as under roads, in proximity to trees, on finished lots, etc.

6. Project Completion, Punch List Walk, & As Built

- The applicant shall provide as-built drawings of all installed lines depicting depths.
- Damage to any City's infrastructure (storm, sewer, water, ditches etc. shall be the responsibility of the permittee to repair to city standards at no cost to the city.
- Any damage that occurs needs to be reported to the city as soon as possible.
- Pedestals shall be placed in a manner as to avoid obstructing visibility of motorists and to allow vehicles to exit the roadway during an emergency.

7. Staff Recommendation

- **The proposed utility construction falls within the corporate limits of the City of Fairhope. Any portions of the project affecting public right-of-way (ROW) maintained by Baldwin County or the Alabama Department of Transportation (ALDOT) shall require permits through the respective agency.**
 - This site shall comply with all State, Federal and local requirements, including, but not limited to the following City of Fairhope Ordinances:
 - i. City of Fairhope Wetland Ordinance (#1370), which regulates activity within 20' of wetlands.
 - ii. City of Fairhope Red Soil & Clay Ordinance (#1423), which prohibits the use of red soil / clay within 100' of critical areas.
 - iii. City of Fairhope Erosion and Sediment Control Ordinance (#1398).
 - iv. Chapter 19 Article VI: ROW Construction and Administration, Ordinance (1754)
 - v. City of Fairhope Tree and Landscape Ordinance (#1444)
 - Staff Recommendation: **Approval with Conditions of UR 25.04**
1. A pre-construction meeting shall be held with the City prior to issuance of any permits.
 2. Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. **The contractor is responsible for any damaged trees.**
 3. At all street crossing locations, conduct potholing to determine exact location and elevation of existing utilities. Reflect the exact elevation of utilities and GPS coordinates of the pothole locations on a set of as-built drawings.
 - a. An additional right-of-way permit may be required for the potholing procedures.
 4. Follow-up activities below required by staff and the applicant:
 - a. **Upon satisfactory review and approval by ROW Construction Inspector, as-builts will be submitted to the GIS technician for inclusion in GIS utility maps.**
 5. Provide draft door hanger for approval at time of pre-construction.
 6. **Approved door hangers shall be in place no later than 7 days prior to construction.**
 7. Provide a Traffic Control Plan to ROW Inspector prior to commencement of any work.
 8. Ensure enough space for proposed work is available within existing easement, if not applicant is responsible for either expanding existing easement or acquiring an additional easement.
 9. Applicant shall contact Alabama One Call to locate all existing utilities (1000ft max per day).
 10. Utilities boxes shall be concentrated near existing boxes.

For permitting purposes, applicants shall provide subsurface utility engineering quality-level C, unless otherwise required by the Fairhope Building Department.

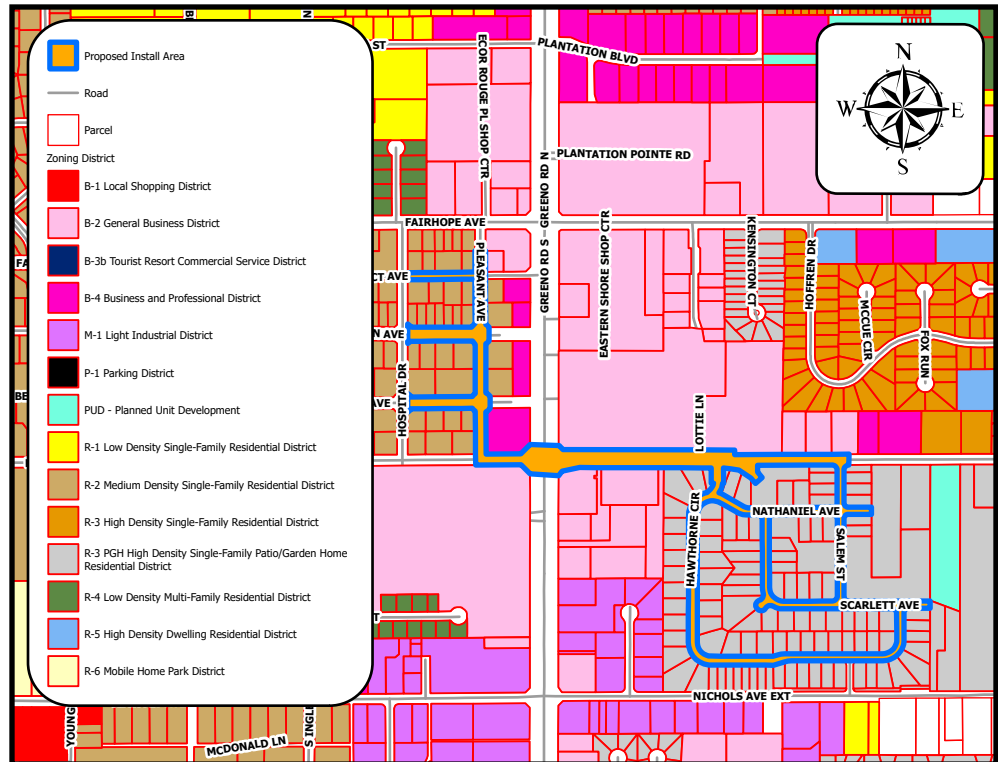
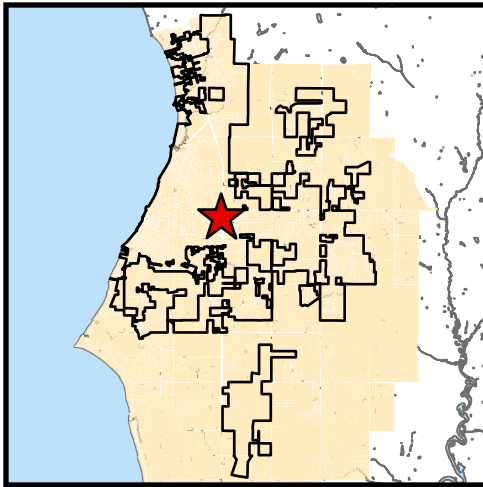
City of Fairhope

Planning Commission

March 6, 2025



UR 25.05 - 811 Morphy Avenue, AT&T



Project Name:

811 Morphy Avenue, AT&T

Site Data:

9,058 Linear Footage

Project Type:

Installation of Buried Fiber Cable

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

R-2, R-3 PGH

PPIN Number:

N/A

General Location:

Morphy Avenue, Pleasant Avenue, and Hawthorne Circle

Surveyor of Record:

AT&T

Engineer of Record:

AT&T

Owner / Developer:

AT&T

School District:

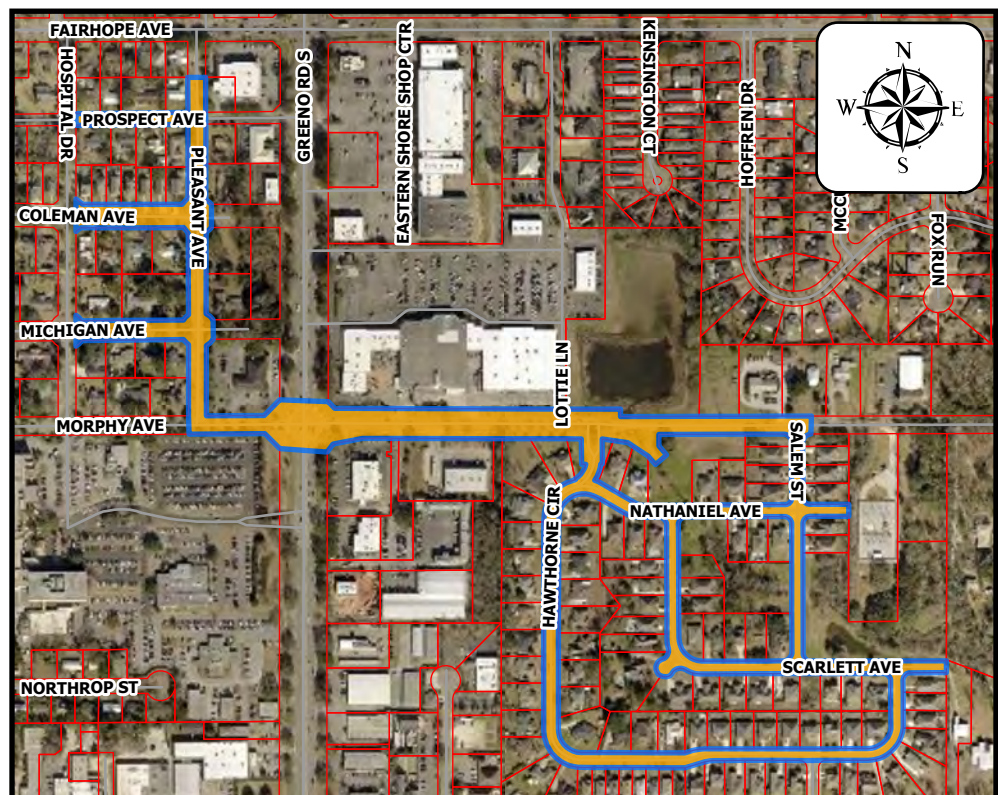
Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

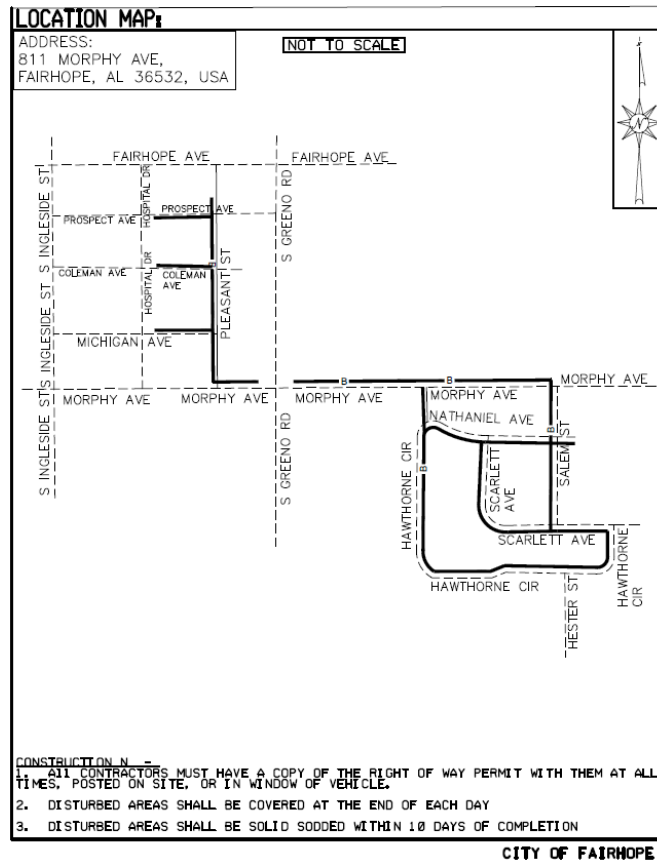
Approved w/ Conditions

Prepared by:

Chris Ambron



Summary of Request: Request of AT&T for an 11.52.11 Utility Review and approval of the proposed installation of approximately **9,058 ft directional bore buried fiber** along routes outlined on the below location map.



1. Citizen Communication & Notification

- Provide Door Hangers at pre-construction meetings which shall be approved prior to distribution and work.
- Use of portable A-frame style signage at the entrance and exit of work sites.
- Applicant shall dedicate a Point of Contact to answer citizens questions.

2. Permitting, Locating & Phasing

- Subsurface Utility Engineering may be required for sensitive locations within the city as required by the ROW supervisor.
- An additional right-of-way permit may be required for the potholing procedures needed for SUE.
- A traffic control plan shall be submitted with all permits that affect the flow of traffic.
- No work shall begin until a ROW permit is issued by the City of Fairhope Building Department. Permit not valid until approved and paid for on Citizen Serve online portal.
- The City's ROW inspector is to be notified 24 hours prior to any activity within the ROW. The prior notice applied to all activity within the ROW including but not limited to trenching, boring, concrete placement.
- Hand holes/boxes shall not be allowed to be installed in sidewalks. The applicant shall review the sidewalk plan to determine if there are any conflicts. The applicant shall coordinate with the ROW inspector to resolve any conflicts.
- The applicant shall contact Alabama One Call 811 to locate all existing utilities in the ROW (750 LF maximum daily allocation for COF utility locates per day).
- A phasing plan must be submitted with the permit to alleviate confusion for locating.
- A pre-construction meeting shall be held with the City prior to issuance of any permits.

3. Construction

- A minimum horizontal clearance (separation) of 36" must be maintained from water, sewer, gas, stormwater, and other city utility infrastructure.
- A minimum depth for all telecommunication lines shall be 30".
- Conduit shall match the 811-color code for communication, electric, gas etc. No blue/blue striped conduit is to be used for telecommunications.
- The contractor responsible for *excavating inside right of way will be required to provide video documentation of the integrity of any sanitary sewer line (including laterals) within 3 feet of work being performed. This can be videoed prior to work being performed if locations, including depths, are clearly established by contractor, and said work is not within 3 ft of sewer mains or laterals within right of way. This does not apply to laterals on private property not "publicly maintained" (Private infrastructure).
- Water, sewer, and gas mains/services must be potholed prior to bore/missile crossings. If street cuts are necessary please contact Right of Way inspector for restoration.
- If sidewalk panels need to be removed, the subgrade must be compacted to the satisfaction of the ROW inspector. Cold patch asphalt shall be used as a temporary walking surface until the permanent repair can be done.
- Sidewalk panels shall be a minimum of 4000 psi and be inspected within 24 hours of pouring concrete. Anything over one sidewalk panel shall be poured via concrete truck (no bag mix allowed).

4. Horticultural

- Handholes shall not be located within driplines of trees within City property, to include the right of ways, without explicit written permission from the City Horticulturalist.
- Any proposed trenching shall not be within the dripline of trees.
- If within tree dripline, consult the City of Fairhope Horticulturist prior to earth work.
- Trees shall not be negatively impacted.
- Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. The contractor is responsible for any damaged trees.
- Any work done within the critical root zone shall be done to meet or exceed Internal Society Arboriculture (ISA) standards.
- All roots to be removed shall be severed cleanly at the perimeter of the protected radius.
- Protective barriers shall be used for all trees, barricades shall be erected a minimum of 20' from the trunk.

5. Erosion Control

- Any ROW cuts shall be stabilized (covered) at the end of each day & disturbed areas shall be re-vegetated with sod within ten (10) days of completion of the project. Sod shall be watered to ensure survival.
- Any excess soil shall be removed and disposed of properly. Dumping on private property without approval will not be tolerated.
- Mulch / seed shall only be acceptable as temporary cover.
- Inlets shall be protected. BMPs shall be placed at all affected storm inlets.
- If the site is within 100' of a critical area (wetland, etc.), red soil/clay shall not be allowed as fill material, per the City's Red Clay/Soil Ordinance.
- BMPs shall be installed at boring sites and trench locations.
- Ground conditions in the ROW's shall be returned to original preconstruction condition(s) or better.
- No open trenches shall be allowed. Directional boring shall be used in sensitive areas, such as under roads, in proximity to trees, on finished lots, etc.

6. Project Completion, Punch List Walk, & As Built

- The applicant shall provide as-built drawings of all installed lines depicting depths.
- Damage to any City's infrastructure (storm, sewer, water, ditches etc. shall be the responsibility of the permittee to repair to city standards at no cost to the city.
- Any damage that occurs needs to be reported to the city as soon as possible.
- Pedestals shall be placed in a manner as to avoid obstructing visibility of motorists and to allow vehicles to exit the roadway during an emergency.

7. Staff Recommendation

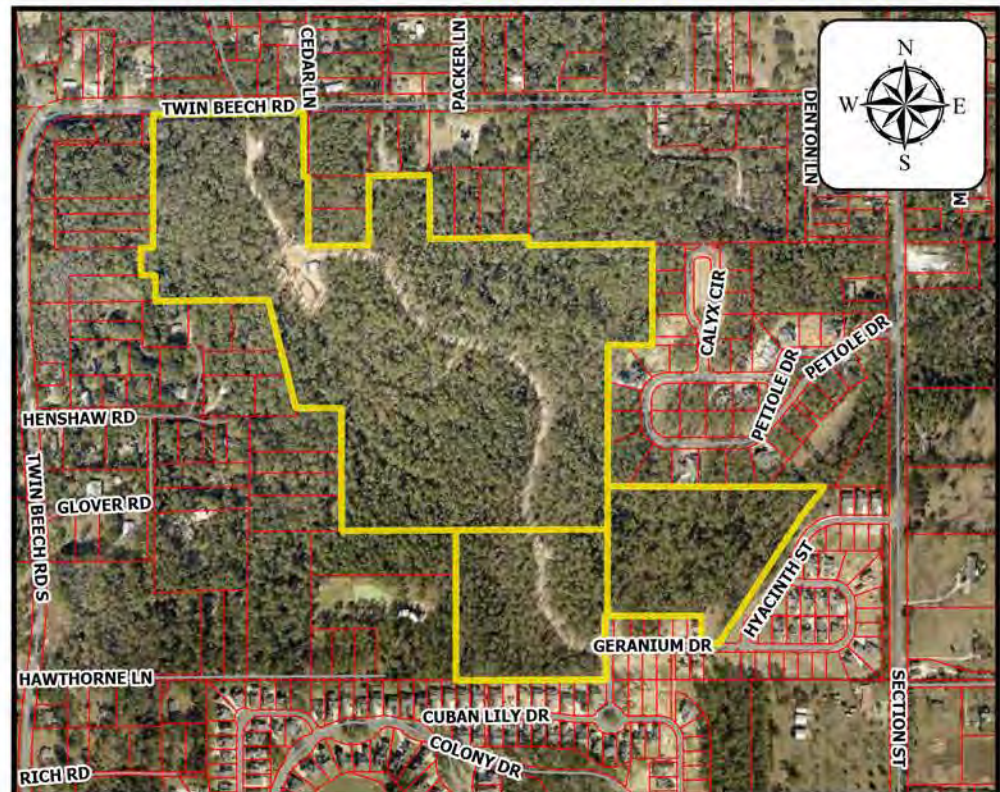
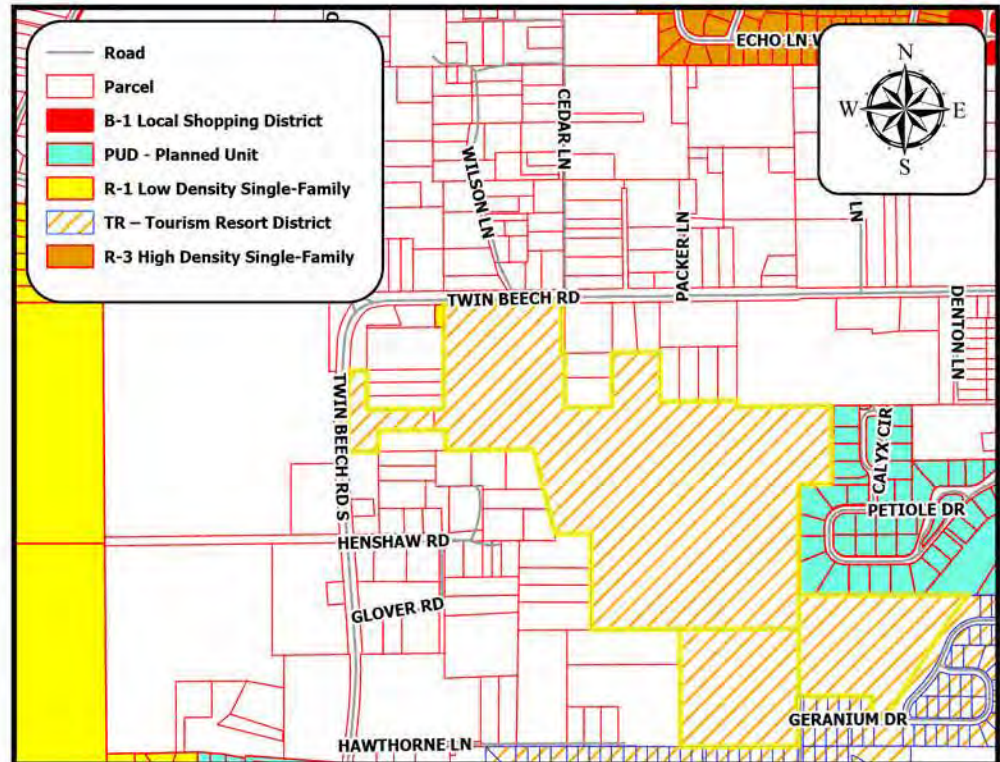
- **The proposed utility construction falls within the corporate limits of the City of Fairhope. Any portions of the project affecting public right-of-way (ROW) maintained by Baldwin County or the Alabama Department of Transportation (ALDOT) shall require permits through the respective agency.**
 - This site shall comply with all State, Federal and local requirements, including, but not limited to the following City of Fairhope Ordinances:
 - i. City of Fairhope Wetland Ordinance (#1370), which regulates activity within 20' of wetlands.
 - ii. City of Fairhope Red Soil & Clay Ordinance (#1423), which prohibits the use of red soil / clay within 100' of critical areas.
 - iii. City of Fairhope Erosion and Sediment Control Ordinance (#1398).
 - iv. Chapter 19 Article VI: ROW Construction and Administration, Ordinance (1754)
 - v. City of Fairhope Tree and Landscape Ordinance (#1444)
 - Staff Recommendation: **Approval with Conditions of UR 25.05**
1. A pre-construction meeting shall be held with the City prior to issuance of any permits.
 2. Consultation with the City's horticulturalist, to determine if the required depth of bore must be increased so that no trees are impacted by the project. **The contractor is responsible for any damaged trees.**
 3. At all street crossing locations, conduct potholing to determine exact location and elevation of existing utilities. Reflect the exact elevation of utilities and GPS coordinates of the pothole locations on a set of as-built drawings.
 - a. An additional right-of-way permit may be required for the potholing procedures.
 4. Follow-up activities below required by staff and the applicant:
 - a. **Upon satisfactory review and approval by ROW Construction Inspector, as-builts will be submitted to the GIS technician for inclusion in GIS utility maps.**
 5. Provide draft door hanger for approval at time of pre-construction.
 6. **Approved door hangers shall be in place no later than 7 days prior to construction.**
 7. Provide a Traffic Control Plan to ROW Inspector prior to commencement of any work.
 8. Ensure enough space for proposed work is available within existing easement, if not applicant is responsible for either expanding existing easement or acquiring an additional easement.
 9. Applicant shall contact Alabama One Call to locate all existing utilities (1000ft max per day).
 10. Utilities boxes shall be concentrated near existing boxes.

For permitting purposes, applicants shall provide subsurface utility engineering quality-level C, unless otherwise required by the Fairhope Building Department.

City of Fairhope Planning Commission March 6 , 2025



SD 25.04 - Battles Trace Phase 9



Project Name:

Battles Trace Phase 9

Site Data:

22.4 acres

Project Type:

81-lot subdivision

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

TR - Tourist Resort District

PPIN Number:

5499, 20948, 286294

General Location:

East and west sides of Colony Drive

Surveyor of Record:

Sawgrass Consulting

Engineer of Record:

Sawgrass Consulting

Owner / Developer:

PCH Hotels and Resorts/RSA

School District:

Fairhope Elementary School

Fairhope Middle and High Schools

Recommendation:

Approve with conditions

Prepared by:

Mike Jeffries



APPLICATION FOR SUBDIVISION PLAT APPROVAL

Application Type: ☐ Village Subdivision ☐ Minor Subdivision ☐ Informal (No Fee)
☒ Preliminary Plat ☐ Final Plat ☐ Multiple Occupancy Project
 Attachments: ☒ Articles of Incorporation or List all associated investors
 Date of Application: _____

Property Owner / Leaseholder Information

Name of Property Owner: PCH Hotels and Resorts /RSA Phone Number: _____
 Address of Property Owner: 201 Tallapoosa St. 2nd Floor
 City: Montgomery State: AL Zip: 36104

Proposed Subdivision Name: Battles Trace Phase 9
 No. Acres in Plat: 22.4 No. Lots/Units: 81
 Parcel No: 05-46-09-30-0-000-043.000 Current Zoning: TR
~~05-46-09-30-0-000-041.000~~
~~05-46-09-30-0-000-037.003~~

Authorized Agent Information

Plat must be signed by the property owner before acceptance by the City of Fairhope

Name of Authorized Agent: Sawgrass Consulting Phone Number: 251-544-7900
 Address: 30673 Sgt E.I. Booth Thomas Drive
 City: Spanish Fort State: AL Zip: 36527
 Contact Person: Tim Lawley

Surveyor/Engineer Information

Name of Firm: Sawgrass Consulting, LLC Phone Number: 251-544-7900
 Address: 30673 Sgt E.I. Booth Thomas Drive
 City: Spanish Fort State: AL Zip: 36527
 Contact Person: Tim Lawley

Plat Fee Calculation:

Reference: Ordinance 1269

Signatures:

I certify that I am the property owner/leaseholder of the above described property and hereby submit this plat to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Tim Lawley
 Property Owner/Leaseholder Printed Name

Tim Lawley (Authorized Agent)
 Signature

12-20-24
 Date

 Fairhope Single Tax Corp. (If Applicable)

The following report was originally written for the April 7, 2025 Planning Commission meeting. Red text was added for the March 6, 2025 meeting.

Summary of Request:

Public hearing to consider the request of the Applicant, Sawgrass Consulting, on behalf of the Owner, PCH Hotels and Resorts/RSA, is requesting Preliminary Plat approval of Battles Trace Phase 9, an 81-lot major subdivision. The property is approximately 22.4 acres and is located on the north side of Battles Road, on the east and west sides of Colony Drive. The property is zoned TR – Tourism Resort District.

<u>SITE DATA</u>
NUMBER OF LOTS: 81 LOTS
LARGEST LOT SIZE: 0.29 A.± (12,424 S.F.±)
SMALLEST LOT SIZE: 0.05 AC± (2,112 S.F.±)
TOTAL AREA: 22.4 ACRES±
CURRENT ZONING: TR (PER CITY OF FAIRHOPE)
SETBACKS:
FRONT = 10 FEET
REAR = 5 FEET
NO SIDE SETBACK
HEIGHT LIMIT ON BUILDINGS = 35 FEET
OPEN SPACE/COMMON AREA: 352,805
S.F.± (8.1 ACRES±) = (36.2%)
GREEN SPACE 169,884 S.F.± (3.9 ACRES±) = (17.5%)
LINEAR FEET OF ROADWAY: 4,324 L.F.±
PARCEL NO.: 05-46-09-30-0-000-037.003
05-46-09-30-0-000-041.000
05-46-09-30-0-000-043.000
PPIN: 286294
20948
5499
<u>DEDICATED EASEMENTS</u>
10' UTILITY EASEMENT ALONG ALL ROAD SIDE LOT LINES, EXCEPT FOR LOTS 397, 399, 400 & 402 AND SIDE LOT LINES OF LOTS 388 & 421.
5' UTILITY EASEMENT ALONG SIDE LOT LINE OF LOTS 388 & 421 (LOBELIA LANE).

Comments

- The application was heard and tabled at the February 3rd Planning Commission meeting. Revisions have been made to the grading and landscape plans.
- The subject property is part of the TR District and if approved it will be the next phase of Battles Trace. The TR District requires that the overall gross density for residential areas shall be no greater than 3.5 units per gross area and the TR District shall provide at least 20% open/green space. Both conditions are met. Currently “3-4 additional phases are anticipated to be similar in nature to phase 9 and other previous phases.”

Utilities:

- Water, Sewer, and Gas: City of Fairhope and aid to construction costs will be determined once the final construction designs have been reviewed.
- Power: Riviera Utilities
- Communications: AT&T

Drainage:

- Battles Trace PH 9 contains approximately 22.4 acres and is located to the North and West of the intersection of Geranium Dr. and Lobelia Ln. There is a ridge running through the middle of the site

which generally separates the drainage to the east and the west directions. The site is currently wooded consisting mostly of planted pines. One detention pond is proposed in the SW corner of the site to detain the area that generally lies on the west side of the ridge. This pond will be routed to an existing 18" HDPE pipe that was stubbed out during the construction of PH 5 and will ultimately be routed to the existing 18-acre lake and adjacent 1-acre pond prior to being discharged from the western portion of the development. Water quality requirements for the developed area (generally located on the west side of the ridge) will be accommodated by the existing 18-acre lake and 1-acre pond noted above. All water on the east side of the ridge will drain (un-detained) to the existing 2-acre wet detention pond located on the golf course (located NW of the intersection between Battles Road and Section St, and along the east side of Battles Trace PH 7 and PH 8). This detention pond was constructed during Battles Trace PH 7 and was designed to accommodate both water quality and detention requirements for the proposed developed area located within PH 9 (generally located on the east side of the ridge).

- The Grading plan was revised and the area between the development and Hill Top Subdivision now reflects a 20' Undisturbed Buffer and a retaining wall will be constructed.
- The EOR performed an inspection of the stormwater facilities and provided a report. A full report is in the Packet. The Summary/Conclusion from the EOR's report is listed below for convenience.

Summary/Conclusion:

The sedimentation, sloughing, and erosion noted above, do not have any adverse effect on the performance of the stormwater system as designed. In its current state, the stormwater system is functioning as designed and providing both detention and water quality performance as originally designed. There is no evidence that any sediment is leaving the site, and the sedimentation noted in this report is 100% contained within the facilities onsite. Therefore, the findings/deficiencies noted in this report are generally minor in nature and considered to be maintenance items.

- Additional protected trees have been reflected on the plans and are preserved.

Citizen Comments:

- Staff has received several phone calls and emails regarding this next phase. Citizen correspondence is included in the packet along with two petitions that were received from the Hill Top Subdivision and Battles Trace Subdivision property owners.

*The City of Fairhope Subdivision Regulations contain the following criteria in Article V.B.2. **Approval Standards.***

"2. Consistency with Plans, Regulations and Laws - The Planning Commission shall not approve the subdivision of land if the Commission makes a finding that such land is not suitable for platting and development as proposed, due to any of the following:

a. The proposed subdivision is not consistent with the City's Comprehensive Plan, and/or the City's Zoning ordinance, where applicable;

- Meets

b. The proposed subdivision is not consistent with the City's Comprehensive Plan or any other plan or program for the physical development of the City including but not limited to a Master Street Plan, a Parks Plan, a Bicycle Plan, a Pedestrian Plan, or the Capital Improvements Program;

- Meets

c. The proposed subdivision is not consistent with these Regulations;

- Meets

d. The proposed subdivision is not consistent with other applicable state or federal laws and regulations;

- Meets

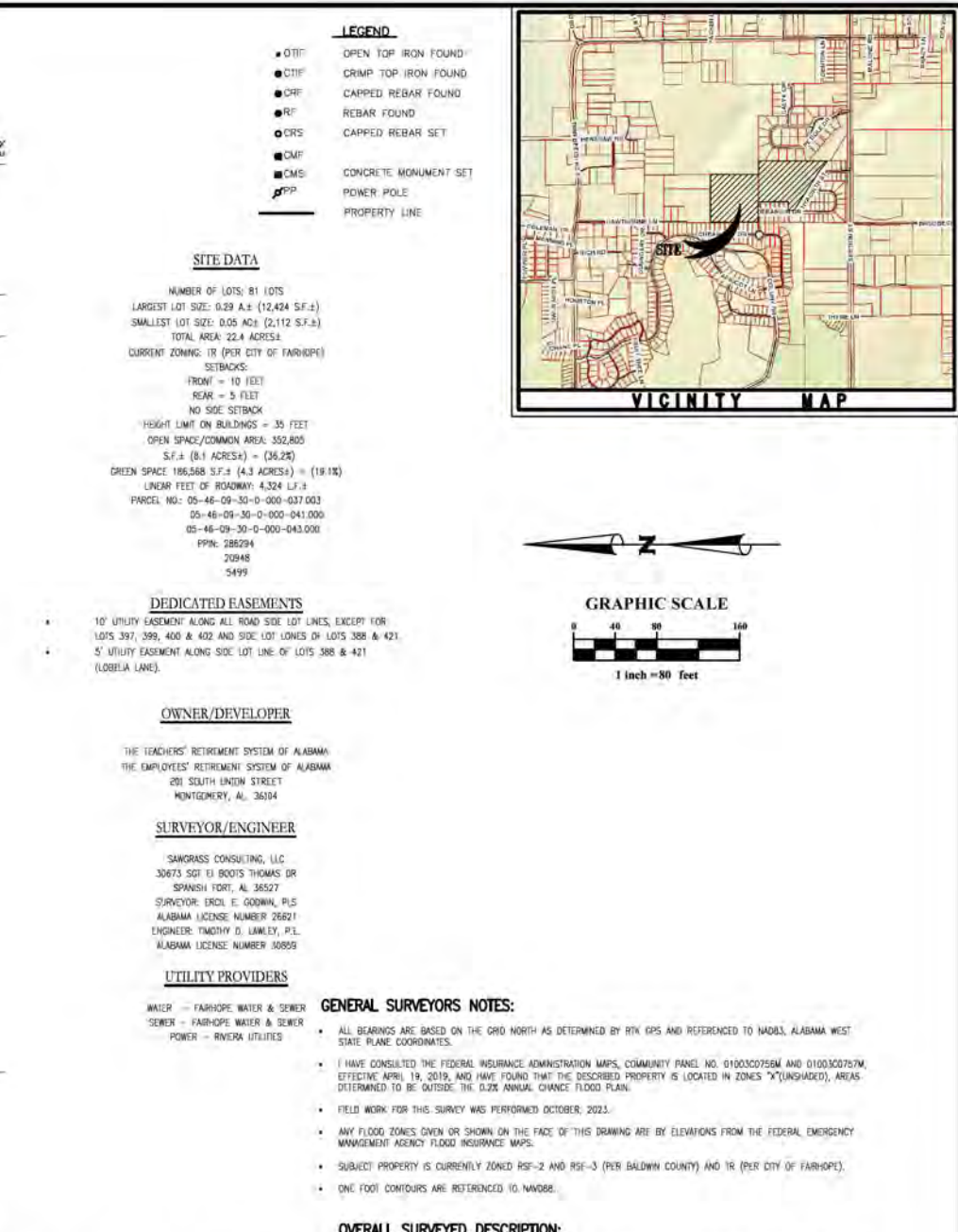
e. The proposed subdivision otherwise endangers the health, safety, welfare or property within the planning jurisdiction of the City.”

- Meets

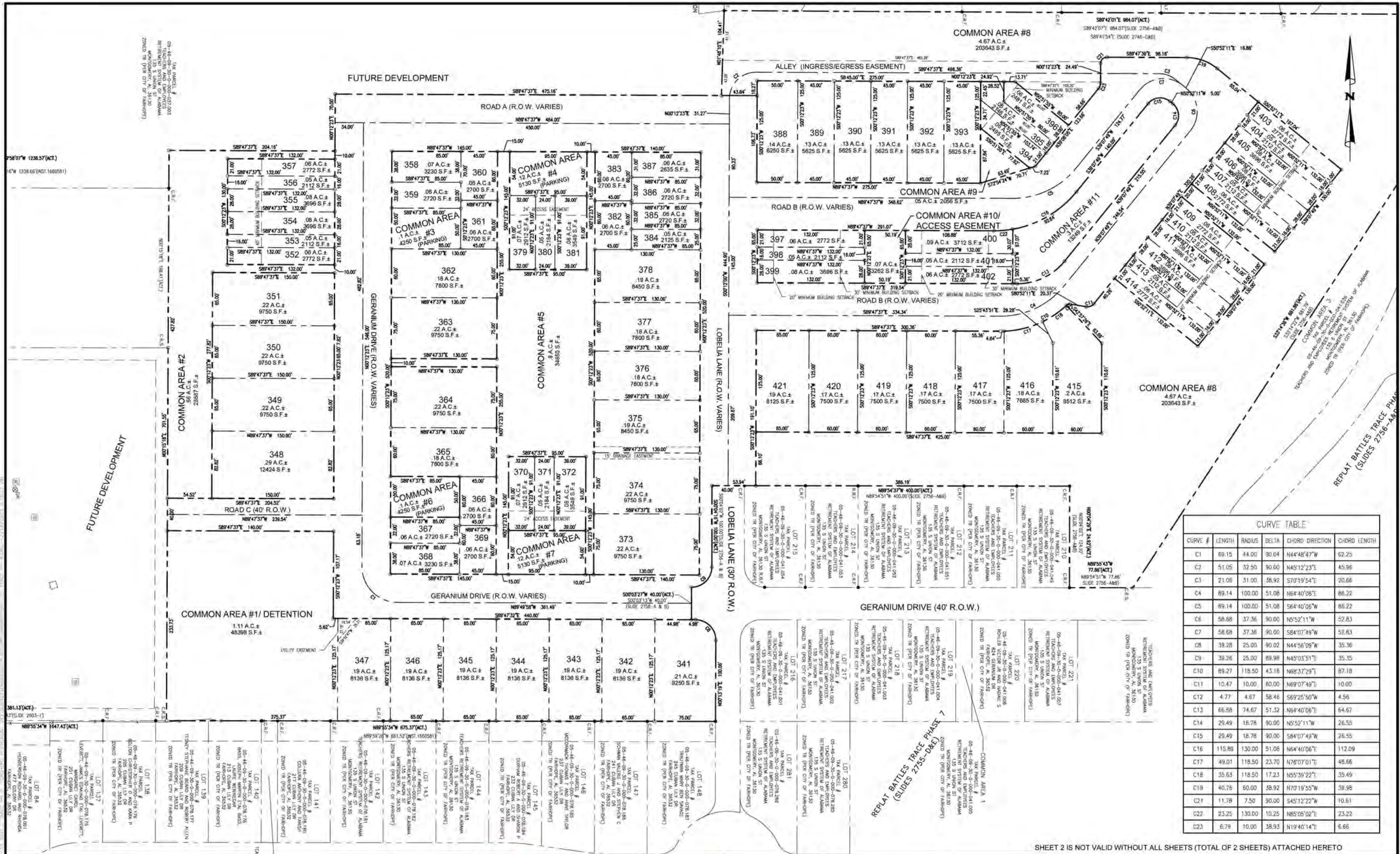
Recommendation:

Staff recommends approval with conditions SD 25.04 Battles Trace Phase 9 preliminary plat.

1. Add a 20' Undisturbed Buffer to the plat as shown on grading plans adjacent to Hill Top Subdivision.



SHEET: 1 OF 2



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	69.15	44.00	90.04	N44°48'47"W	62.25
C2	51.05	32.50	90.00	N45°12'23"E	45.96
C3	21.06	31.00	38.92	S70°19'54"E	20.66
C4	89.14	100.00	51.08	N64°40'06"E	86.22
C5	89.14	100.00	51.08	S64°40'06"W	86.22
C6	58.68	37.36	90.00	N5°52'11"W	52.83
C7	58.68	37.36	90.00	S84°07'49"W	52.83
C8	39.28	25.00	90.02	N44°56'09"W	35.36
C9	39.26	25.00	89.98	N45°03'51"E	35.35
C10	89.27	118.50	43.16	N68°37'29"E	87.18
C11	10.47	10.00	60.00	N69°07'49"E	10.00
C12	4.77	4.67	58.46	S69°25'50"W	4.56
C13	66.58	74.67	51.32	N64°40'06"E	64.67
C14	29.49	16.78	90.00	N5°52'11"W	26.55
C15	29.49	16.78	90.00	S84°07'49"W	26.55
C16	115.88	130.00	51.08	N64°40'06"E	112.09
C17	49.01	118.50	23.70	N70°07'01"E	48.66
C18	35.63	118.50	17.23	N55°39'22"E	35.49
C19	40.76	60.00	58.92	N70°19'55"W	39.96
C20	11.78	7.50	90.00	S45°12'22"W	10.61
C22	23.25	130.00	10.25	N85°05'02"E	23.22
C23	6.79	10.00	38.93	N19°40'14"E	6.66

SHEET 2 IS NOT VALID WITHOUT ALL SHEETS (TOTAL OF 2 SHEETS) ATTACHED HERETO

NUMBER:

REVISION:

DATE:

GRAPHIC SCALE

1 inch = 50 feet

ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

PRELIMINARY PLAT

BATTLES TRACE, PHASE 9

RETIREMENT SYSTEM OF ALABAMA

SCALE: 1"=80'

DATE: JANUARY, 2025

DRAWN BY: JLC

CHECKED BY: EG

SHEET: 2 OF 2

BATTLE TRACE PHASE 9

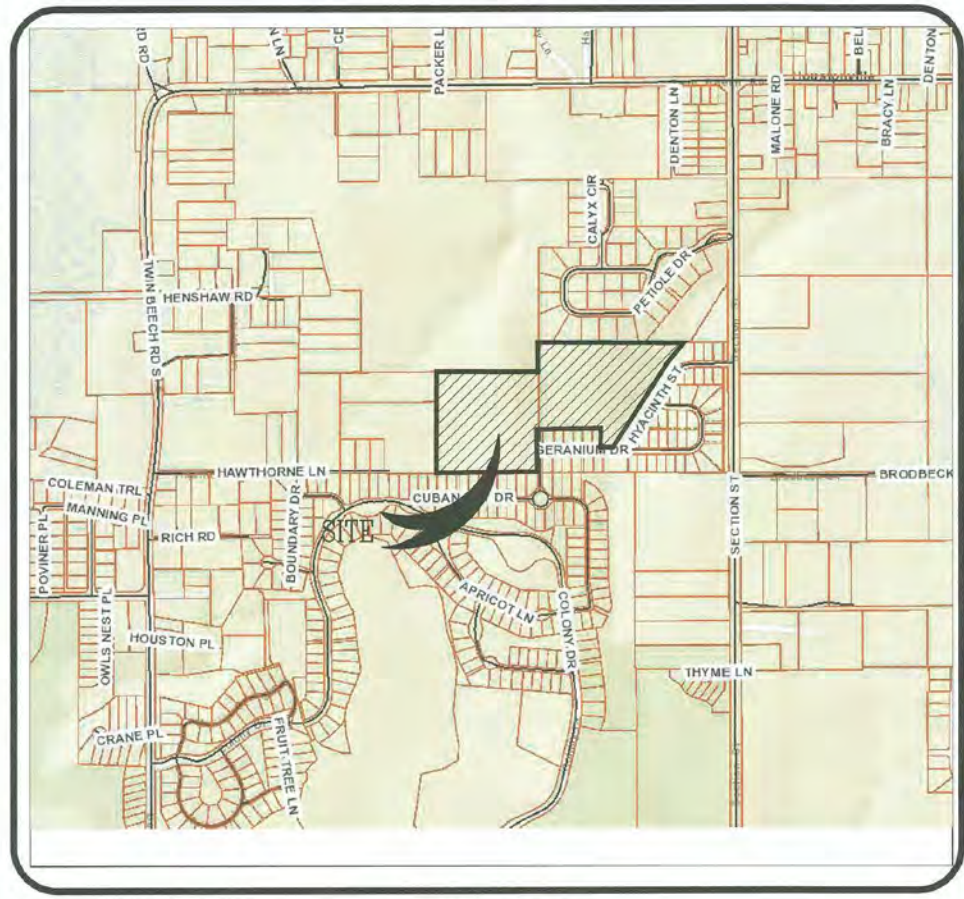
RETIREMENT SYSTEM OF ALABAMA

CIVIL CONSTRUCTION DRAWINGS

ROAD:	DESIGN SPEED:
LOBELIA LANE	20 MPH
GERANIUM DRIVE	20 MPH
ROAD A	20 MPH
ROAD B	20 MPH
ROAD C	20 MPH
ALLEY	20 MPH

INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	PROJECT NOTES
3	TYPICAL SECTION
4	EXIST. COND. AND DEMO PLAN
5	GEOMETRY PLAN
6	GRADING AND DRAINAGE PLAN-OVERALL
7	GRADING AND DRAINAGE PLAN
8	LOBELIA LANE PLAN PROFILE
9	GERANIUM DRIVE PLAN PROFILE
10	ROAD A PLAN PROFILE
11	ROAD B PLAN PROFILE
12	ROAD C PLAN PROFILE
13	UTILITY PLAN
14	CROSS SECTIONS
15	CROSS SECTIONS
16	CROSS SECTIONS
17	CROSS SECTIONS
18	CROSS SECTIONS
19	CROSS SECTIONS
20	SIGNAGE, STRIPING & LIGHTING PLAN
21	PEDESTRIAN & GREENSPACE PLAN
22	CONSTRUCTION DETAILS
23	CONSTRUCTION DETAILS
24	WATER DETAILS
25	SEWER DETAILS
26	SEWER DETAILS
27	SEWER DETAILS
28	EROSION CONTROL PLAN
29	EROSION CONTROL DETAILS

FEBRUARY, 2025



VICINITY MAP

UTILITY PROVIDERS

SANITARY SEWER	FAIRHOPE WATER & SEWER
WATER	FAIRHOPE WATER & SEWER
POWER	RIVIERA UTILITIES
TELEPHONE	AT&T

SITE DATA

NUMBER OF LOTS: 81 LOTS
LARGEST LOT SIZE: 0.29 A± (12,424 S.F.±)
SMALLEST LOT SIZE: 0.05 AC± (1,280 S.F.±)
TOTAL AREA: 22.4 ACRES±
CURRENT ZONING: TR (PER CITY OF FAIRHOPE)
SETBACKS:
FRONT = 10 FEET
REAR = 5 FEET
NO SIDE SETBACK
HEIGHT LIMIT ON BUILDINGS = 35 FEET
OPEN SPACE/COMMON AREA = 352,836
S.F.± (8.1 ACRES±) = (36.2%)
GREEN SPACE 109,884 S.F.± (3.9 ACRES±) = (17.5%)
LINEAR FEET OF ROADWAY: 4,324 L.F.±
PARCEL NO.: 05-45-09-30-0-000-037.003
05-45-09-30-0-000-041.000
05-45-09-30-0-000-043.000
PPN: 286294
20948
5499

OWNER/DEVELOPER

THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA
THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA
261 SOUTH UNION STREET
MONTGOMERY, AL 36104

SURVEYOR/ENGINEER

SAWGRASS CONSULTING, LLC
30673 SGT E I BOOTS THOMAS DR
SPANISH FORT, AL 36527
SURVEYOR: ERIC E. GODWIN, PLS
ALABAMA LICENSE NUMBER 26621
ENGINEER: TIMOTHY D. LAWLEY, P.E.
ALABAMA LICENSE NUMBER 30859

UTILITY PROVIDERS

WATER - FAIRHOPE WATER & SEWER
SEWER - FAIRHOPE WATER & SEWER
POWER - RIVIERA UTILITIES

ENGINEER'S CERTIFICATE

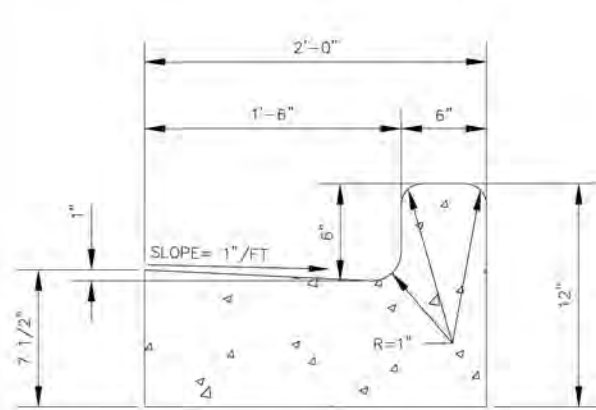
I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF ALABAMA HOLDING CERTIFICATE NUMBER 30859, HEREBY CERTIFY THAT I HAVE DESIGNED THE WITHIN IMPROVEMENTS IN CONFORMITY WITH APPLICABLE CODES AND LAWS AND WITH THE PRINCIPALS OF GOOD ENGINEERING PRACTICE. I FURTHER CERTIFY THAT I HAVE OBSERVED THE CONSTRUCTION OF THE WITHIN IMPROVEMENTS, THAT THE SAME CONFORMS TO MY DESIGN, THAT THE WITHIN IS A TRUE AND ACCURATE REPRESENTATION OF IMPROVEMENTS AS INSTALLED AND THAT SAID IMPROVEMENTS ARE HEREBY RECOMMENDED FOR ACCEPTANCE BY THE CITY OF FAIRHOPE, ALABAMA.

Timothy D. Lawley
PROJECT ENGINEER
DATE: 02-20-25

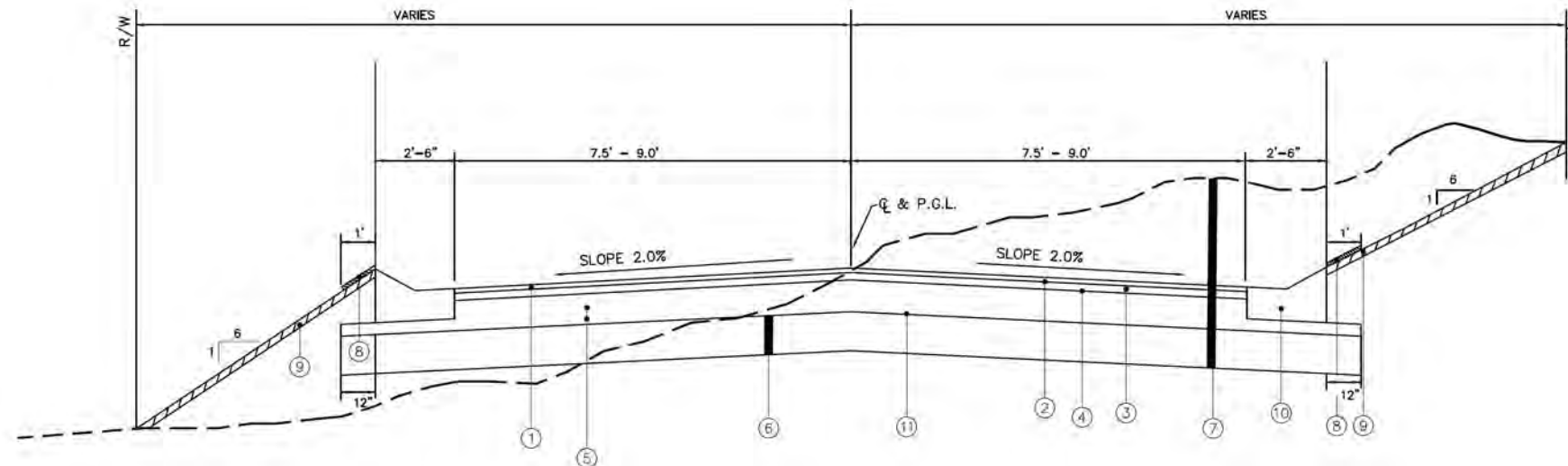


PREPARED BY:

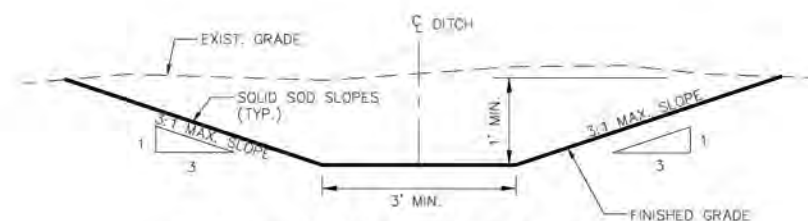




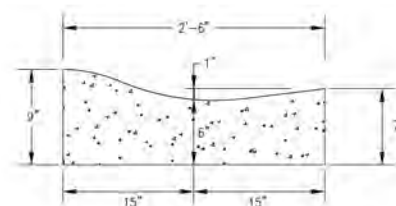
24\"/>



TYPICAL ROADWAY SECTION (CROWNED) *
15' - 18' DRIVING SURFACE



TYPICAL COMMON AREA SWALE DETAIL
N.T.S.



R-3 ROLL TYPE CURB DETAIL
N.T.S.

REFER TO THE ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, SECTION 623.

NOTES:

1. PROVIDE 10 FEET BETWEEN CONTROL JOINTS AND 40 FEET BETWEEN EXPANSION JOINTS.
2. ALL EXPANSION JOINTS SHALL BE 1/2\"/>

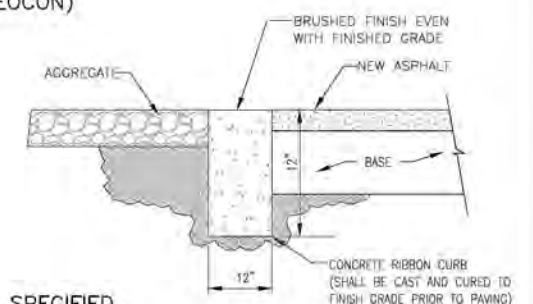
- ① ITEM 424-A, SUPERPAVE BITUMINOUS CONCRETE WEARING LAYER, 1/2\"/>

* NOTE: REAR ALLEY WAY AND ONE-WAY LOOP (ROAD B) ARE HIGHSIDED (NOT CROWNED)

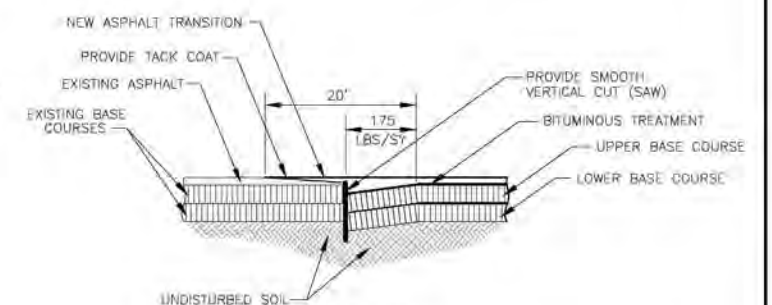
** NOTE: RIBBON CURB OR 24\"/>

NOTES:

1. STATIONS 0+00 - 1+75 (ROAD C), STATIONS 1+50 - 8+00 (GERANIUM DR.), STATIONS 1+50 - 6+00 (ALLEY), AND STATIONS 3+50 - 10+50 (ROAD B). THE UPPER 12\"/>



RIBBON CURB DETAIL
N.T.S.

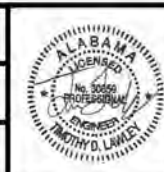


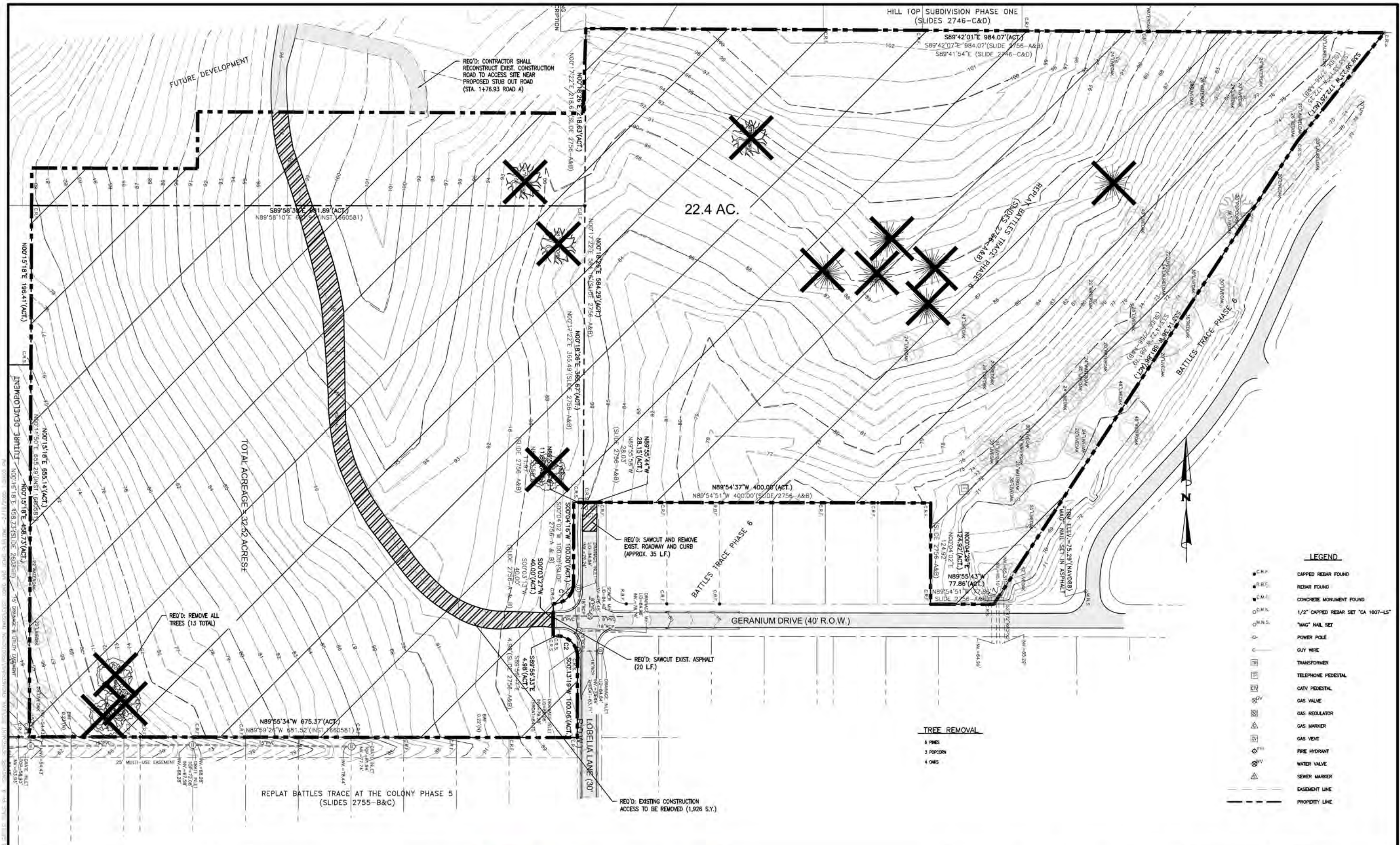
BUTT JOINT DETAIL
N.T.S.

NUMBER	REVISION	DATE
A	REVISED PER FOLEY COMMENTS	2/7/2022

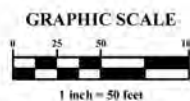
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30873 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900
202 Government Street, Suite 225, Mobile, AL 36602

TYPICAL SECTION	DATE: FEBRUARY, 2025
BATTLE TRACE PHASE 9	DRAWN BY: JLC
RETIREMENT SYSTEM OF ALABAMA	CHECKED BY: TL
	SHEET: 3 OF 29





NUMBER	REVISION	DATE

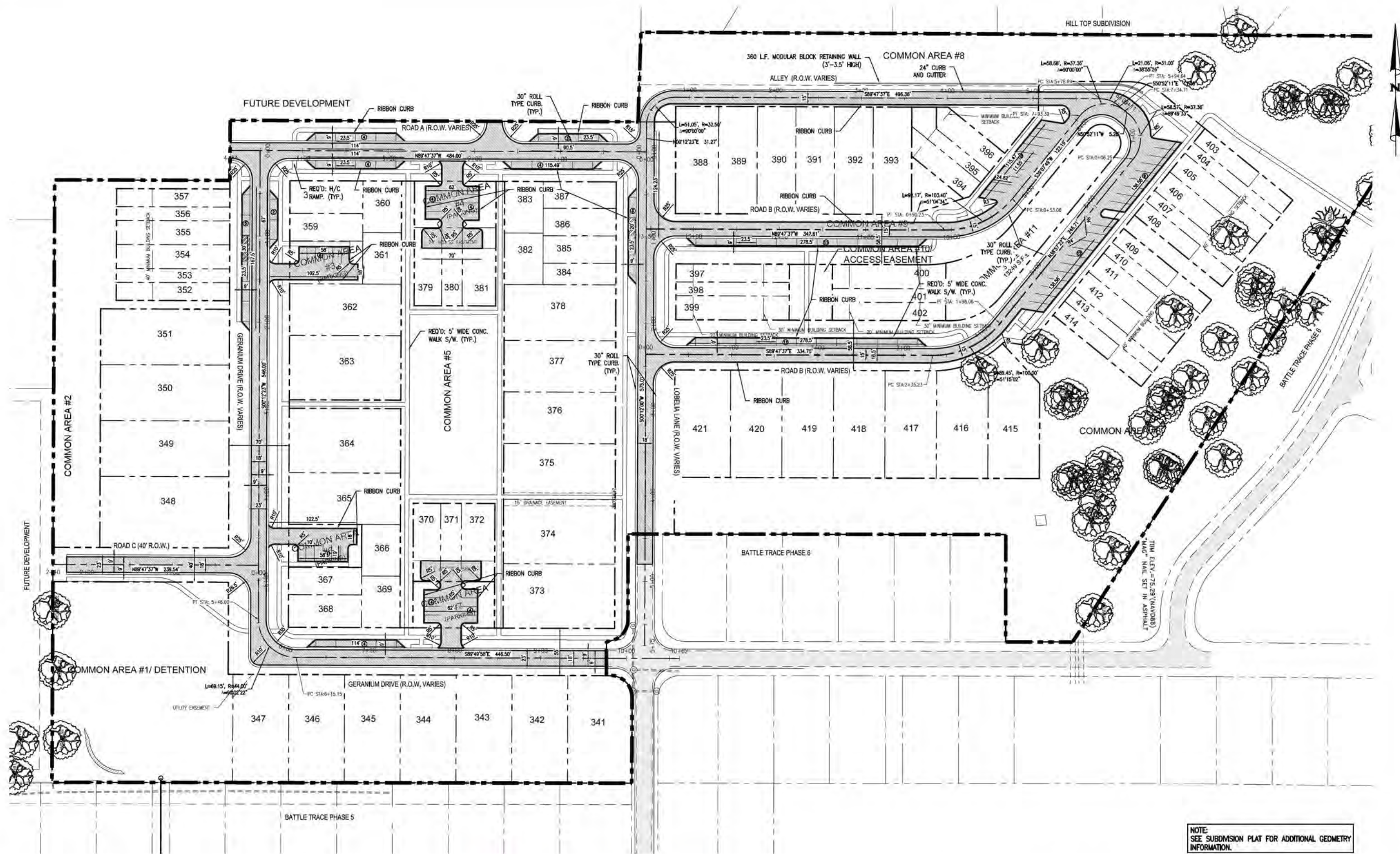


Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

EXIST. COND. AND DEMO PLAN
BATTLE TRACE PHASE 9
RETIREMENT SYSTEM OF ALABAMA



SCALE: 1"=50'
DATE: FEBRUARY, 2025
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 4 OF 29



NOTE:
SEE SUBMISSION PLAT FOR ADDITIONAL GEOMETRY
INFORMATION.

NUMBER	REVISION	DATE

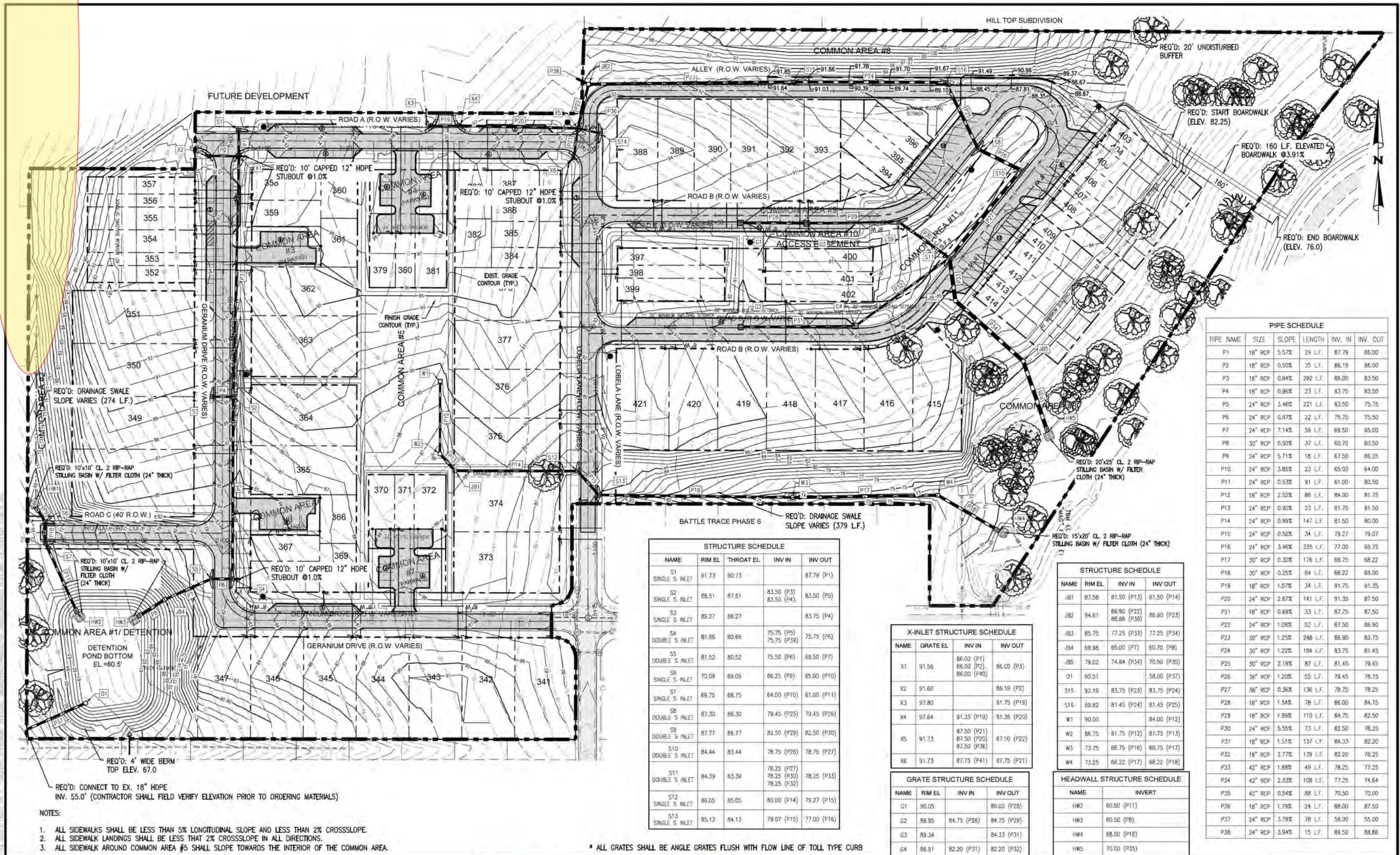


Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30573 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

GEOMETRY PLAN
BATTLE TRACE PHASE 9
RETIREMENT SYSTEM OF ALABAMA



SCALE: 1"=50'
DATE: FEBRUARY, 2025
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 5 OF 29



PIPE SCHEDULE					
PIPE NAME	SIZE	SLOPE	LENGTH	INV. IN	INV. OUT
P1	18" RCP	5.57%	29 L.F.	87.79	86.00
P2	18" RCP	0.50%	35 L.F.	86.19	86.00
P3	18" RCP	0.84%	292 L.F.	86.00	83.50
P4	18" RCP	0.96%	23 L.F.	83.75	83.50
P5	24" RCP	3.46%	221 L.F.	83.50	75.75
P6	24" RCP	0.97%	22 L.F.	75.75	75.50
P7	24" RCP	7.14%	59 L.F.	69.50	65.00
P8	30" RCP	0.50%	37 L.F.	60.70	60.50
P9	24" RCP	5.71%	18 L.F.	67.50	86.25
P10	24" RCP	3.85%	23 L.F.	65.00	64.00
P11	24" RCP	0.53%	91 L.F.	61.00	80.50
P12	18" RCP	2.52%	86 L.F.	84.00	81.75
P13	24" RCP	0.90%	23 L.F.	81.75	81.50
P14	24" RCP	0.99%	147 L.F.	81.50	80.00
P15	24" RCP	0.50%	34 L.F.	79.27	79.07
P16	24" RCP	3.46%	235 L.F.	77.00	68.75
P17	30" RCP	0.30%	176 L.F.	68.75	68.22
P18	30" RCP	0.25%	84 L.F.	68.22	68.00
P19	18" RCP	1.07%	34 L.F.	91.75	91.35
P20	24" RCP	2.67%	141 L.F.	91.35	87.50
P21	18" RCP	0.69%	33 L.F.	87.75	87.50
P22	24" RCP	1.08%	52 L.F.	87.50	86.90
P23	30" RCP	1.25%	248 L.F.	86.90	83.75
P24	30" RCP	1.22%	184 L.F.	83.75	81.45
P25	30" RCP	2.19%	87 L.F.	81.45	79.45
P26	36" RCP	1.20%	55 L.F.	79.45	78.75
P27	36" RCP	0.36%	136 L.F.	78.75	78.25
P28	18" RCP	1.54%	78 L.F.	86.00	84.75
P29	18" RCP	1.99%	110 L.F.	84.75	82.50
P30	24" RCP	5.55%	73 L.F.	82.50	78.25
P31	18" RCP	1.51%	137 L.F.	84.33	82.20
P32	18" RCP	2.77%	139 L.F.	82.20	78.25
P33	42" RCP	1.88%	49 L.F.	78.25	77.25
P34	42" RCP	2.33%	108 L.F.	77.25	74.64
P35	42" RCP	0.54%	88 L.F.	70.50	70.00
P36	18" RCP	1.79%	24 L.F.	88.00	87.50
P37	24" RCP	3.79%	78 L.F.	58.00	55.00
P38	24" RCP	3.94%	15 L.F.	89.50	88.66

STRUCTURE SCHEDULE				
NAME	RIM EL	THROAT EL	INV IN	INV OUT
S1 SINGLE S. INLET	91.73	90.73		87.79 (P1)
S2 SINGLE S. INLET	88.51	87.51	83.50 (P3) 83.50 (P4)	83.50 (P5)
S3 SINGLE S. INLET	89.27	88.27		83.75 (P4)
S4 DOUBLE S. INLET	81.66	80.66	75.75 (P5) 75.75 (P39)	75.75 (P6)
S5 DOUBLE S. INLET	81.52	80.52	75.50 (P6)	69.50 (P7)
S6 SINGLE S. INLET	70.09	69.09	66.25 (P9)	65.00 (P10)
S7 SINGLE S. INLET	69.75	68.75	64.00 (P10)	61.00 (P11)
S8 DOUBLE S. INLET	87.30	86.30	79.45 (P25)	79.45 (P26)
S9 DOUBLE S. INLET	87.77	86.77	82.50 (P29)	82.50 (P30)
S10 DOUBLE S. INLET	84.44	83.44	78.75 (P28)	78.75 (P27)
S11 DOUBLE S. INLET	84.39	83.39	78.25 (P27) 78.25 (P30) 78.25 (P32)	78.25 (P33)
S12 SINGLE S. INLET	86.05	85.05	80.00 (P14)	79.27 (P15)
S13 SINGLE S. INLET	85.13	84.13	79.07 (P15)	77.00 (P16)

X-INLET STRUCTURE SCHEDULE			
NAME	GRATE EL	INV IN	INV OUT
X1	91.56	86.00 (P1) 86.00 (P2) 86.00 (P40)	86.00 (P5)
X2	91.60		86.19 (P2)
X3	97.80		91.75 (P19)
X4	97.64	91.35 (P19)	91.35 (P20)
X5	91.73	87.50 (P21) 87.50 (P20) 87.50 (P36)	87.50 (P22)
X6	91.73	87.75 (P41)	87.75 (P21)

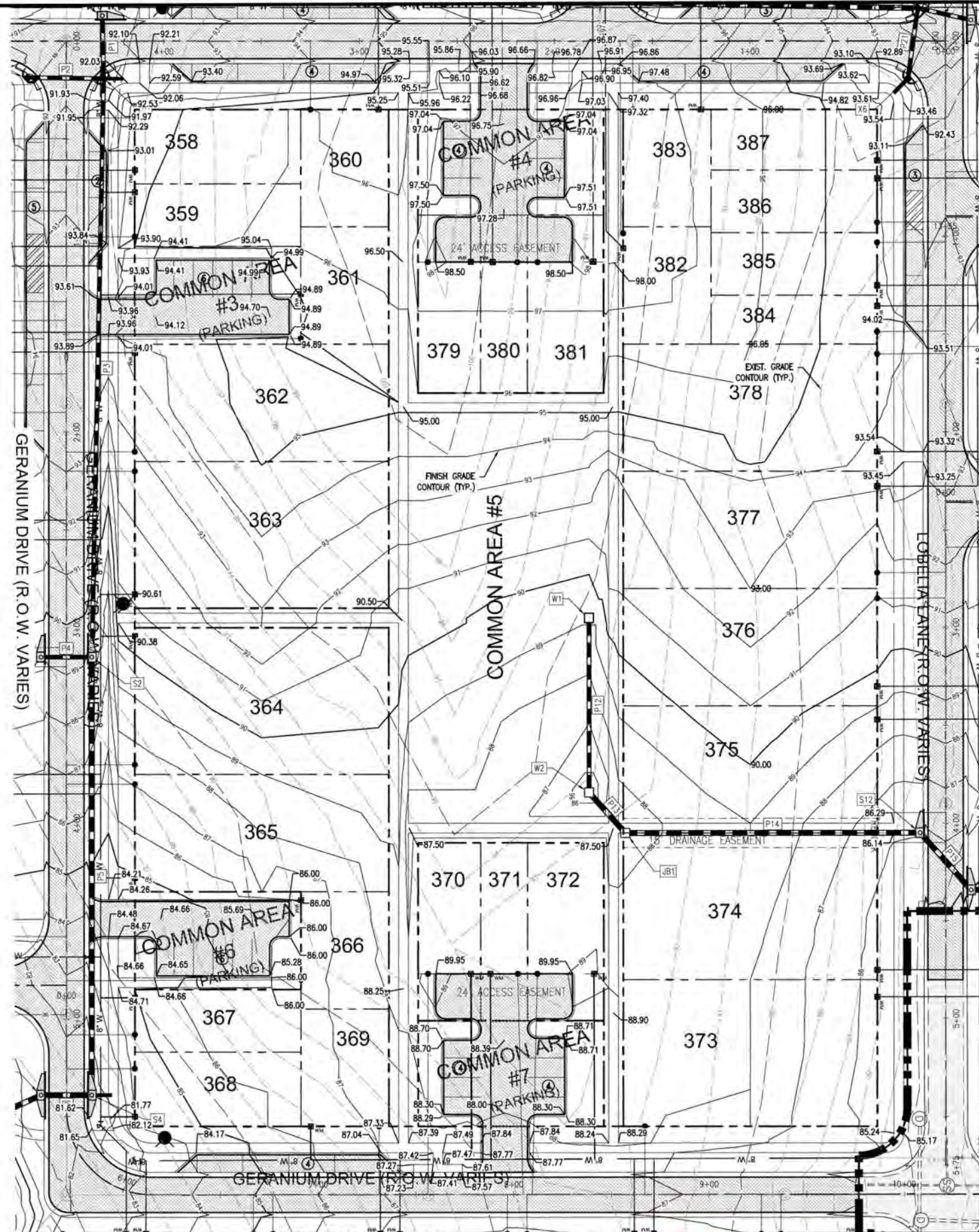
GRATE STRUCTURE SCHEDULE			
NAME	RIM EL	INV IN	INV OUT
G1	90.05		86.00 (P28)
G2	88.95	84.75 (P28)	84.75 (P29)
G3	89.34		84.33 (P31)
G4	86.91	82.20 (P31)	82.20 (P32)

STRUCTURE SCHEDULE			
NAME	RIM EL	INV IN	INV OUT
JB1	87.58	81.50 (P13)	81.50 (P14)
JB2	94.61	86.90 (P22) 86.86 (P38)	86.90 (P23)
JB3	85.75	77.25 (P33)	77.25 (P34)
JB4	69.98	65.00 (P7)	60.70 (P8)
JB5	79.02	74.64 (P34)	70.50 (P35)
O1	60.51		58.00 (P37)
S15	92.19	83.75 (P23)	83.75 (P24)
S16	89.82	81.45 (P24)	81.45 (P25)
W1	90.00		84.00 (P12)
W2	86.75	81.75 (P12)	81.75 (P13)
W3	73.75	68.75 (P16)	68.75 (P17)
W4	73.25	68.22 (P17)	68.22 (P18)

HEADWALL STRUCTURE SCHEDULE	
NAME	INVERT
HW2	60.50 (P11)
HW3	60.50 (P8)
HW4	68.00 (P18)
HW5	70.00 (P35)

- NOTES:
- ALL SIDEWALKS SHALL BE LESS THAN 5% LONGITUDINAL SLOPE AND LESS THAN 2% CROSSSLOPE.
 - ALL SIDEWALK LANDINGS SHALL BE LESS THAN 2% CROSSSLOPE IN ALL DIRECTIONS.
 - ALL SIDEWALK AROUND COMMON AREA #5 SHALL SLOPE TOWARDS THE INTERIOR OF THE COMMON AREA.

* ALL GRATES SHALL BE ANGLE GRATES FLUSH WITH FLOW LINE OF TOLL TYPE CURB



STRUCTURE SCHEDULE				
NAME	RIM EL	THROAT EL	INV IN	INV OUT
S1 SINGLE S INLET	91.73	90.73		87.79 (P1)
S2 SINGLE S INLET	88.51	87.51	83.50 (P3) 83.50 (P4)	83.50 (P5)
S3 SINGLE S INLET	89.27	88.27		83.75 (P4)
S4 DOUBLE S INLET	81.66	80.66	75.75 (P5) 75.75 (P39)	75.75 (P6)
S5 DOUBLE S INLET	81.52	80.52	75.50 (P6)	69.50 (P7)
S12 SINGLE S INLET	86.05	85.05	80.00 (P14)	79.27 (P15)
S13 SINGLE S INLET	85.13	84.13	79.07 (P15)	77.00 (P16)
X1 X INLET	91.56	90.56	86.00 (P1) 86.00 (P2) 86.00 (P40)	86.00 (P3)
X2 X INLET	91.60	90.60		86.19 (P2)
X6 X INLET	91.73	90.73	87.75 (P41)	87.75 (P21)

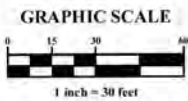
STRUCTURE SCHEDULE			
NAME	RIM EL	INV IN	INV OUT
J81	87.58	81.50 (P13)	81.50 (P14)
W1	90.00		84.00 (P12)
W2	86.75	81.75 (P12)	81.75 (P13)

PIPE SCHEDULE					
PIPE NAME	SIZE	SLOPE	LENGTH	INV. IN	INV. OUT
P1	18" RCP	5.57%	29 L.F.	87.79	86.00
P2	18" RCP	0.50%	35 L.F.	86.19	86.00
P3	18" RCP	0.84%	292 L.F.	86.00	83.50
P4	18" RCP	0.96%	23 L.F.	83.75	83.50
P5	24" RCP	3.46%	221 L.F.	83.50	75.75
P6	24" RCP	0.97%	22 L.F.	75.75	75.50
P12	18" RCP	2.52%	86 L.F.	84.00	81.75
P13	24" RCP	0.90%	23 L.F.	81.75	81.50
P14	24" RCP	0.99%	147 L.F.	81.50	80.00
P15	24" RCP	0.50%	34 L.F.	79.27	79.07
P21	18" RCP	0.69%	33 L.F.	87.75	87.50
P36	18" RCP	1.79%	24 L.F.	88.00	87.50

- NOTES:
1. ALL SIDEWALKS SHALL BE LESS THAN 5% LONGITUDINAL SLOPE AND LESS THAN 2% CROSSSLOPE.
 2. ALL SIDEWALK LANDINGS SHALL BE LESS THAN 2% CROSSSLOPE IN ALL DIRECTIONS.
 3. ALL SIDEWALK AROUND COMMON AREA #5 SHALL SLOPE TOWARDS THE INTERIOR OF THE COMMON AREA.

* ALL GRATES SHALL BE ANGLE GRATES FLUSH WITH FLOW LINE OF TOLL TYPE CURB

NUMBER:	REVISION:	DATE:



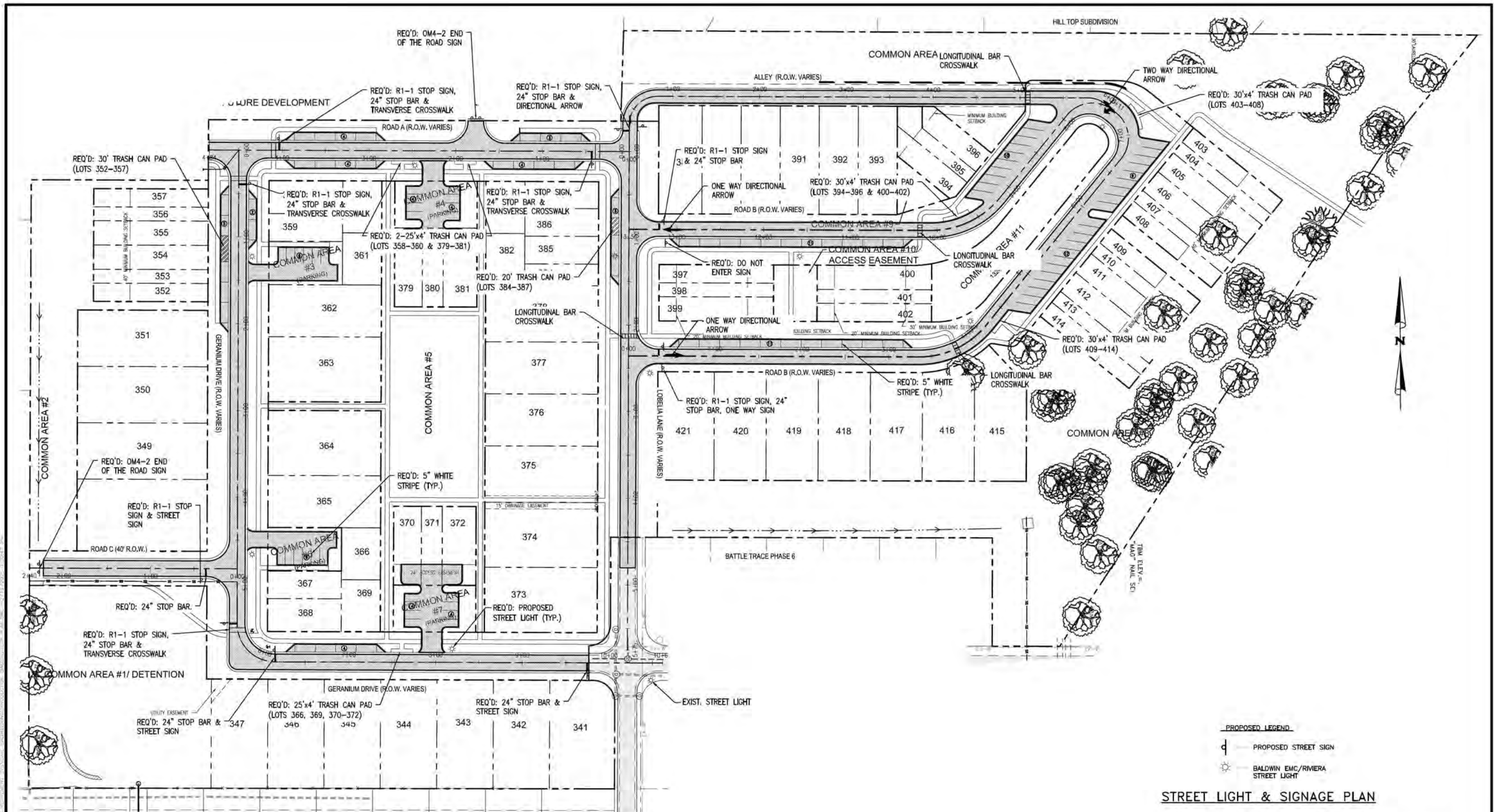
GRADING AND DRAINAGE PLAN

BATTLE TRACE PHASE 9

RETIREMENT SYSTEM OF ALABAMA



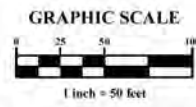
SCALE: 1"=30'
DATE: FEBRUARY, 2025
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 7 OF 29



STREET LIGHT & SIGNAGE PLAN

- NOTES:
- 1. ALL STRIPING SHALL BE CLASS 2, TYPE A THERMOPLASTIC.
 - 2. REFER TO ALDOT STATE STANDARDS SPECIAL DRAWINGS FOR REFLECTIVE PAVEMENT MARKER LAYOUT, CURRENT EDITION.

NUMBER	REVISION	DATE





ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

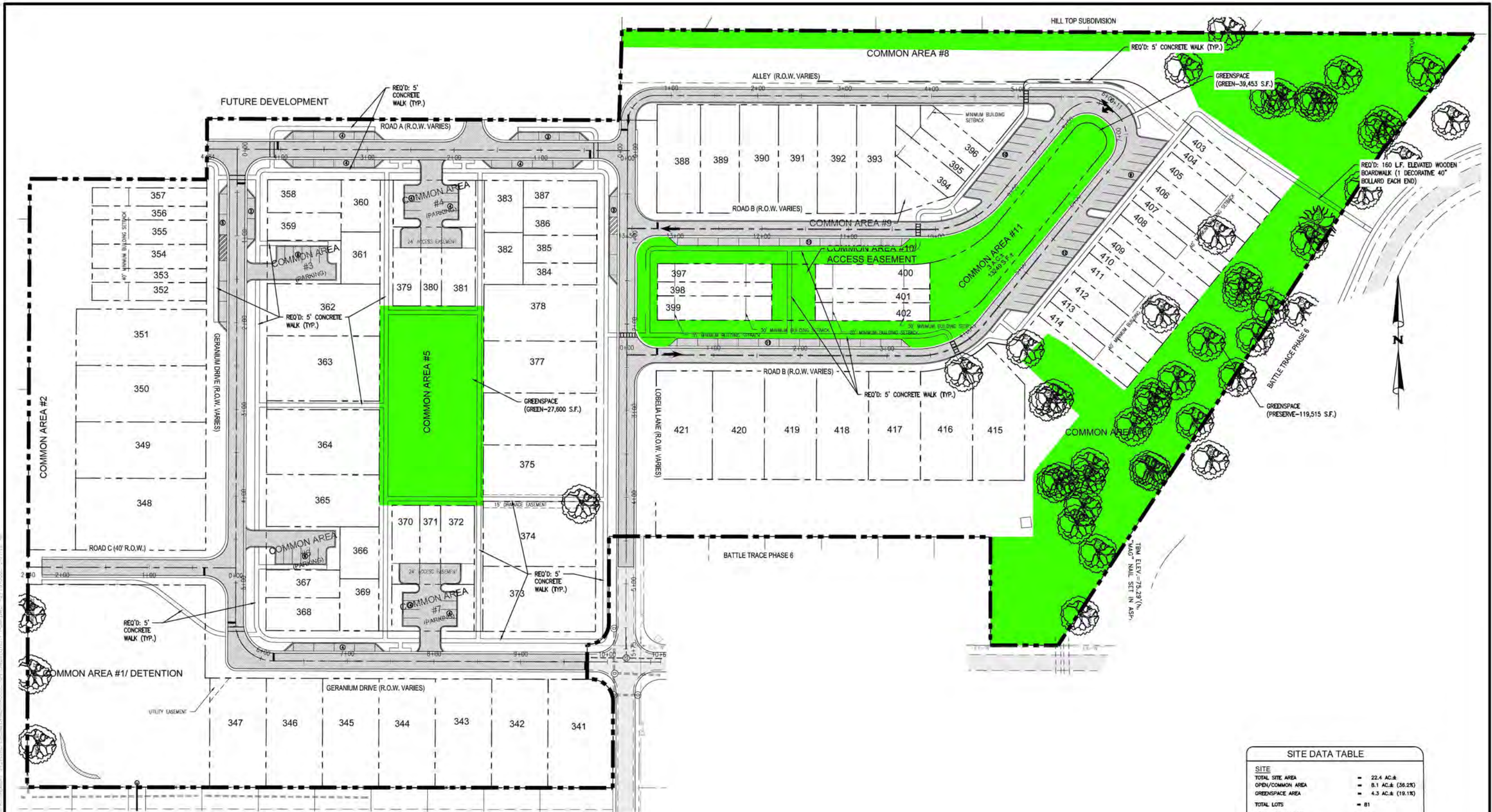
SIGNAGE, STRIPING & LITHTING PLAN

BATTLE TRACE PHASE 9

RETIREMENT SYSTEM OF ALABAMA

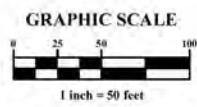


SCALE: 1"=50'
DATE: FEBRUARY, 2025
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 20 OF 29



SITE DATA TABLE	
SITE	
TOTAL SITE AREA	= 22.4 AC.±
OPEN/COMMON AREA	= 8.1 AC.± (36.2%)
GREENSPACE AREA	= 4.3 AC.± (19.1%)
TOTAL LOTS	= 81
SINGLE FAMILY LOTS	= 34
SINGLE FAMILY CARRIAGE HOUSE LOTS	= 12
SINGLE FAMILY TOWNHOMES LOTS	= 35
TOTAL LOTS	= 81
TOTAL PARKING	= 126

NUMBER:	REVISION:	DATE:





ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

30673 Sgt. E. I. "Buddy" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

PEDESTRIAN & GREENSPACE PLAN

BATTLE TRACE PHASE 9

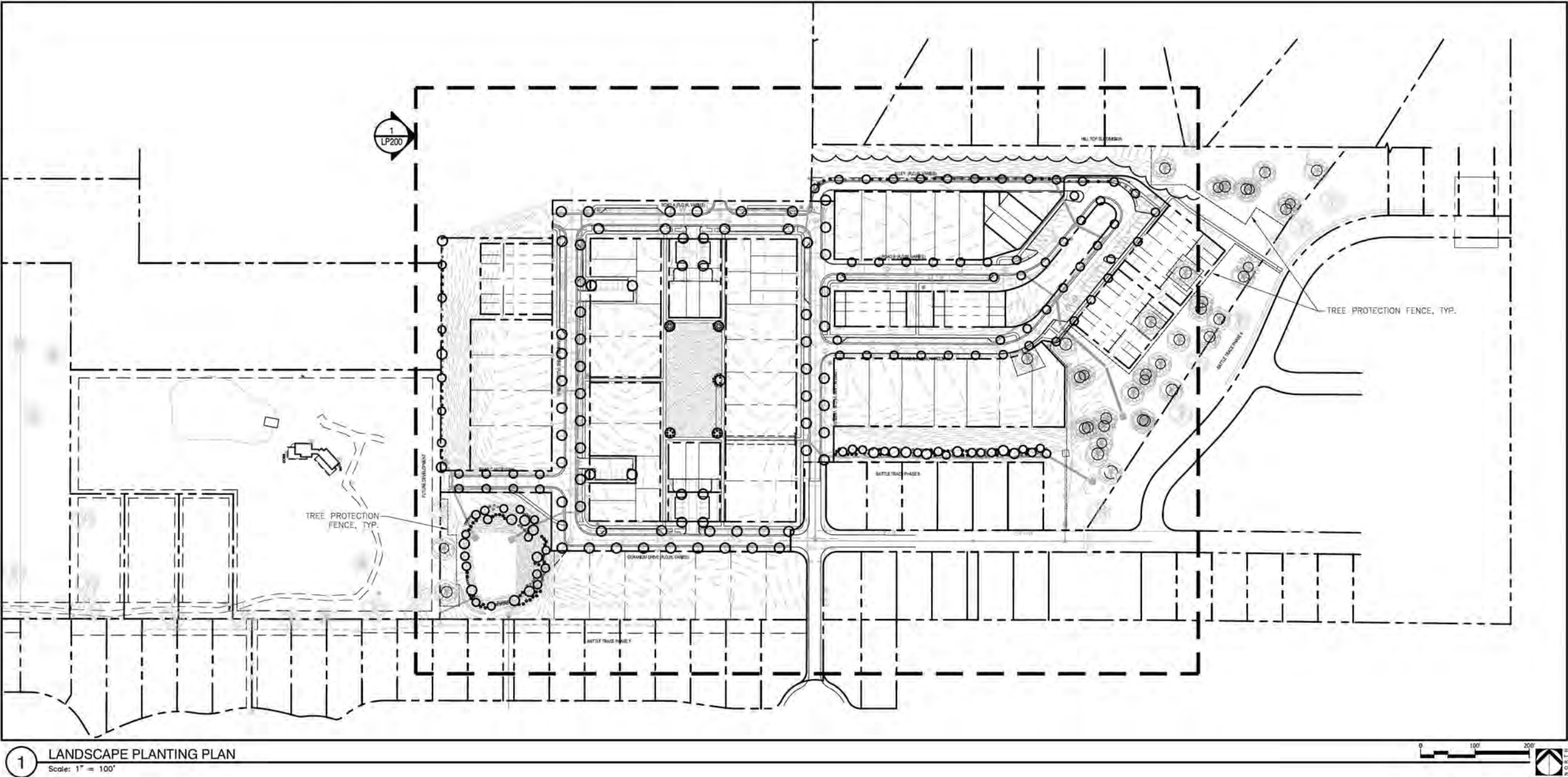
RETIREMENT SYSTEM OF ALABAMA



SCALE: 1"=50'
DATE: FEBRUARY, 2025
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 21 OF 29

PLANT SCHEDULE						
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	GAL	HT
TREES						
	BH	18	BETULA NIGRA / RIVER BIRCH MIN 3 TRUNKS	B&B OR CONT	1.5"-2.5"	8'-10'
	LT	18	LIRIODENDRON TULIPIFERA / TULIP TREE FULL HEAD, SPECIMEN QUALITY	B&B OR CONT	1.5"-2.5"	8'-10'
	QP	59	QUERCUS PHELLOS / WILLOW OAK FULL HEAD, SPECIMEN QUALITY	B&B OR CONT	1.5"-2.5"	8'-10'
	QV	77	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK FULL HEAD, SPECIMEN QUALITY	B&B OR CONT	1.5"-2.5"	8'-10'
	TD	18	TAXODIUM DISTICHUM / BALD CYPRESS FULL HEAD, SPECIMEN QUALITY	B&B OR CONT	1.5"-2.5"	8'-10'
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	HT	SPACING
SHRUBS						
	MC	122	MUHLENBERGIA CAPILLARIS / PINK MUHLY	3 GAL		48" o.c.
	WM	94	MYRICA CERIFERA / COMMON WAX MYRTLE SHRUB FORM, FULL TO GROUND	3 GAL		60" o.c.
GRASSES						
	MG	24	MISCANTHUS SINENSIS 'ADAGIO' / ADAGIO MAIDEN GRASS	3 GAL		48" o.c.
SOD/SEED						
	SOD	38,477 SF	CYNODON DACTYLON 'TIFWAY 419' / TIFWAY 419 BERMUDA GRASS	SOD		

GENERAL NOTES	
TREE PLACEMENT NOTES:	
1.) ALL TREES SHALL BE 15 GAL AND/OR 1.5"-2.5" DIA AT THE TIME OF PLANTING.	
2.) TREES SHALL BE PLANTED EVERY 25' FROM INTERSECTIONS. A TREE SHALL BE PLANTED ONE PER LOT OR AT LEAST EVERY 50 FEET, BUT NO CLOSER THAN 10'. DEVELOPER RESERVES THE RIGHT TO UTILIZE EXISTING TREES TO MEET THIS REQUIREMENT.	
3.) TREE SPECIES AND TREE PLACEMENT SHALL BE APPROVED BY THE CITY HORTICULTURIST.	
4.) ALL TREES SHALL BE PRUNED SO THAT NOT FOLIAGE, LIMBS OR OTHER OBSTRUCTIONS EXISTING BETWEEN 2.5 AND 10 FEET FROM ADJACENT STREET GRADE.	
5.) IN AREAS WHERE PLANTING STRIPS ARE OPTIONAL AND NOT PROVIDED, SIDEWALKS TEN FEET OR GREATER SHALL PROVIDE 4'x4' TREE WELLS ALONG THE CURB SO THE TREES MAY BE PLANTED IN CONFORMANCE WITH THESE REQUIREMENTS.	
6.) PER TREE ORDINANCE, SMALL TREES WILL BE PLANTED IN BETWEEN WALK AND CURB AREAS LESS THAN 5 FEET. MEDIUM TREES CAN BE PLANTED BETWEEN 5-7 FEET AND LARGE GROWING TREES CAN BE PLANTED IF AREA BETWEEN WALK AND CURB IS 7 FEET OR MORE (SEE ORDINANCE FOR LIST).	
7.) DEVELOPER SHALL BE RESPONSIBLE FOR WATERING TREES PRIOR TO SUBDIVISION ACCEPTANCE AND DURING 2-YEAR MAINTENANCE PERIOD.	



NOT
FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN
APPROVED AND ARE SUBJECT
TO CHANGE.

A Landscape Development Plan for
Battle Trace Phase 9
Fairhope, Alabama

Revisions		
No.	Date	Revisions / Submissions
12.19.24		PERMIT SUBMITTAL
01.14.24		PERMIT RESUBMITTAL
02.20.24		PERMIT RESUBMITTAL

© Copyright 2024 WAS Design Inc. These documents and their contents are the property of WAS Design. Any reproductions, revisions, modifications or use of these documents without the express written consent of WAS Design is prohibited by law.

FA Drawn DM Project Manager CW Principal 242027-093 Project No. 12.17.24 Date	Registration STATE OF ALABAMA LESTER CHAD WAS DESIGN MEMBER 518 REGISTERED LANDSCAPE ARCHITECT
--	--

Sheet Title

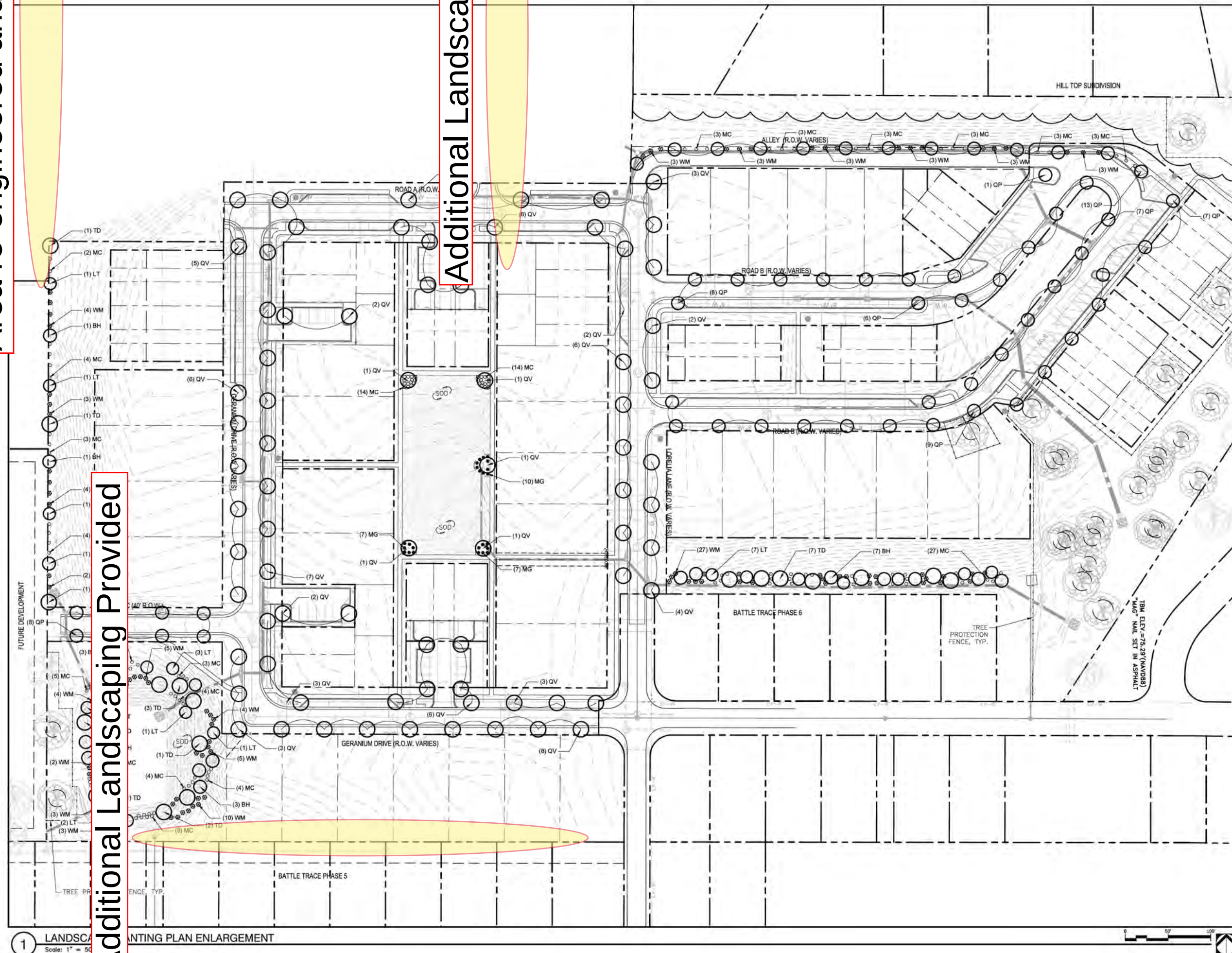
LANDSCAPE
PLANTING PLAN

Sheet No.

LP100

Additional Landscaping Provided

Additional Landscaping



NOT
FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN
APPROVED AND ARE SUBJECT
TO CHANGE.

A Landscape Development Plan for
Battle Trace Phase 9
Fairhope, Alabama

<u>Revisions</u>		
No.	Date	Revisions / Submissions
	<u>12.19.24</u>	<u>PERMIT SUBMITTAL</u>
	<u>01.14.24</u>	<u>PERMIT RESUBMITTAL</u>
	<u>02.20.24</u>	<u>PERMIT RESUBMITTAL</u>

© Copyright 2024 WAS Design Inc. These documents and their contents are the property of WAS Design. Any reproductions, revisions, modifications or use of these documents without the express written consent of WAS Design is prohibited by law.

FA _____
 Drawn _____
 DM _____
 Project Manager _____
 CW _____
 Principal _____
 242027-093 _____
 Project No. _____
 12.17.24 _____
 Date _____

Registration

STATE OF ALABAMA
 LESTER CHANDLER
 MEMBER
 518
 REGISTERED LANDSCAPE ARCHITECT

Sheet Title

LANDSCAPE
PLANTING PLAN
ENLARGEMENT

Sheet No. _____

LP200

NOT
FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN
APPROVED AND ARE SUBJECT
TO CHANGE.

A Landscape Development Plan for
Battle Trace Phase 9
Fairhope, Alabama

Revisions		
No.	Date	Revisions / Submissions
12.19.24		PERMIT SUBMITTAL
01.14.24		PERMIT RESUBMITTAL
02.20.24		PERMIT RESUBMITTAL

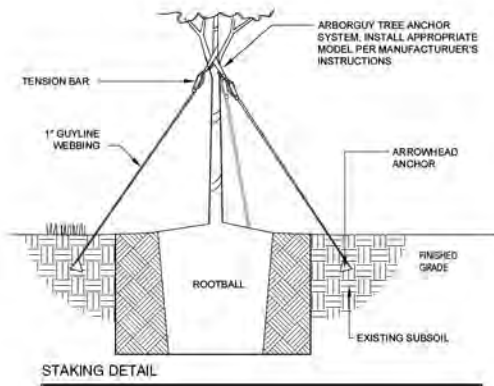
© Copyright 2024 WAS Design Inc. These documents and their contents are the property of WAS Design. Any reproductions, revisions, modifications or use of these documents without the express written consent of WAS Design is prohibited by law.

FA Drawn DM Project Manager CW Principal 242027-093 Project No. 12.17.24 Date	Registration STATE OF ALABAMA LESTER CHAD 518 REGISTERED LANDSCAPE ARCHITECT
--	---

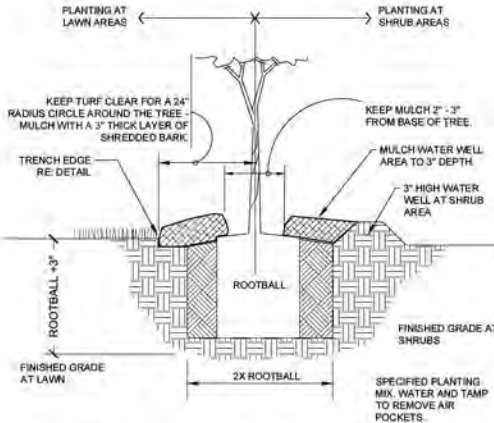
Sheet Title

**LANDSCAPE
PLANTING DETAILS**

Sheet No.
LP500



SET ROOTBALL CROWN 1 1/2" HIGHER THAN THE SURROUNDING FINISHED GRADE. SLOPE BACKFILL AWAY FROM ROOTBALL FOR POSITIVE DRAINAGE.



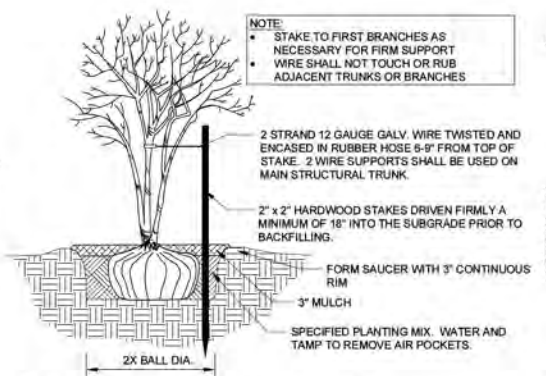
1 TREE PLANTING - GUY STRAP
1" = 1'-0"

329343-26-02

- GENERAL CONDITIONS**
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF LANDSCAPE MATERIAL AT ALL TIMES. LANDSCAPE CONTRACTOR TO COORDINATE SAFE STAGING AREA WITH GENERAL CONTRACTOR AND/OR OWNER.
 - CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL, INCLUDING GRASS, FOR 365 CONSECUTIVE CALENDAR DAYS FROM SUBSTANTIAL COMPLETION OF THE WORK, AS DETERMINED BY THE PROJECT LANDSCAPE ARCHITECT.
 - ALL AREAS IMPACTED NEGATIVELY BY CONSTRUCTION PROCESSES SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER PRIOR TO SUBSTANTIAL COMPLETION.
- LANDSCAPE AREA SOIL PREPARATION**
- SOIL SHALL BE AMENDED BY THE ADDITION OF COMPOST AND FERTILIZER. COMPOST TYPE SHALL BE MUSHROOM COMPOST OR DECOMPOSED PINE BARK, AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE. COMPOST SHALL BE UNIFORMLY APPLIED OVER PLANTING BEDS AT AN AVERAGE DEPTH OF 2 INCHES AND OVER SOD AREAS AT AN AVERAGE DEPTH OF 3/4 INCH.
 - INCORPORATE COMPOST UNIFORMLY IN PLANTING BEDS TO A DEPTH OF 6 INCHES AND IN SOD AREAS TO A DEPTH OF 3 INCHES USING A ROTARY TILLER OR OTHER APPROPRIATE EQUIPMENT. PRE-PLANT FERTILIZER AND PH ADJUSTING AGENTS (E.G., LIME AND SULFUR) MAY BE APPLIED IN CONJUNCTION WITH COMPOST INCORPORATION, AS NECESSARY.
 - RAKE SOIL SURFACE SMOOTH PRIOR TO PLANTING.
 - REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
 - WATER THOROUGHLY AFTER PLANTING.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 3% POSITIVE DRAINAGE IN ALL PLANTING BEDS. ANY OTHER PROPOSED DRAINAGE METHODS SHALL BE COORDINATED WITH PLANTING EFFORTS TO MINIMIZE CONFLICTS AND MAINTAIN PROPER FUNCTION OF DRAINAGE SYSTEMS.

5 GENERAL PLANTING NOTES
1" = 1"

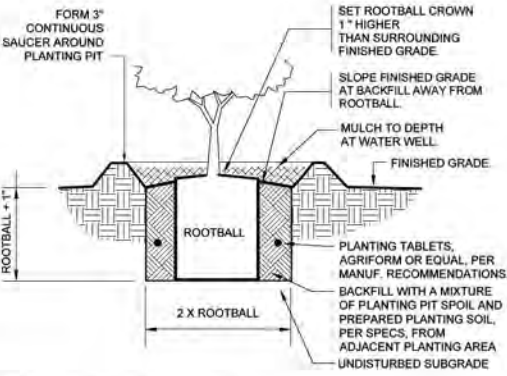
329399-05



2 MULTI-TRUNK TREE STAKING
1/2" = 1'-0"

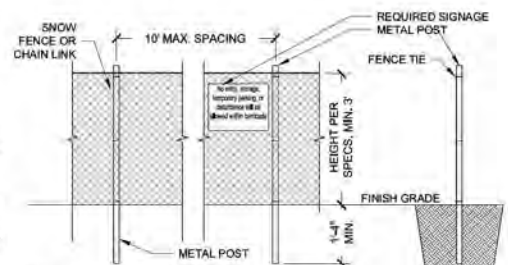
329343-01

- PLANT MATERIAL AND PLANTING**
- PLANT QUANTITIES ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR, AND ARE NOT ABSOLUTE. CONTRACTOR SHALL VERIFY PLANT COUNT FROM PLAN AND REPORT DIFFERENCES.
 - ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REFUSAL BY THE OWNER OR LANDSCAPE ARCHITECT AT THE JOB SITE.
 - PLANTS SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS AND DISEASES. PLANTS SHALL EQUAL OR SURPASS QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARDS FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC. UNLESS NOTED SPECIFICALLY, ALL PLANT MATERIAL SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN.
 - FRONT ROW OF SHRUBS SHALL BE PLANTED FROM CENTER OF PLANT A MINIMUM OF 24" BEHIND BED LINE @ LAWNS OR WALKS AND A MINIMUM OF 36" BACK OF CURB @ PARKING SPACES.
 - NO PRUNING SHOULD BE PERFORMED DURING FIRST GROWING SEASON EXCEPT FOR REMOVING DAMAGED OR DEAD GROWTH. WOUND PAINT IS NOT RECOMMENDED FOR ANY CUTS.
 - ALL PLANTING AREAS, TREE PITS, AND OTHER AREAS INDICATED ON PLANS SHALL BE MULCHED WITH A SETTLED LAYER OF THE INDICATED MULCH:
 - 3" DEPTH PINE BARK
 - 4" DEPTH SHREDDED HARDWOOD MULCH
 - 3" DEPTH LONGLEAF PINESTRAW, SETTLED
 - TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING AREAS AND LAWN, UNLESS NOTED OTHERWISE.
 - TREE STAKING SHALL BE PROVIDED TO KEEP TREES PLUMB AND PROTECTED FROM EXCESSIVE WINDS. ALL TREE-STAKING APPARATUS SHALL BE REMOVED AT THE END OF THE ONE-YEAR WARRANTY PERIOD.
 - ONE YEAR OF LANDSCAPE MAINTENANCE FROM SUBSTANTIAL COMPLETION SHALL BE INCLUDED AS AN OPTIONAL BID ITEM TO THE OWNER.



3 SHRUB PLANTING
1" = 1'-0"

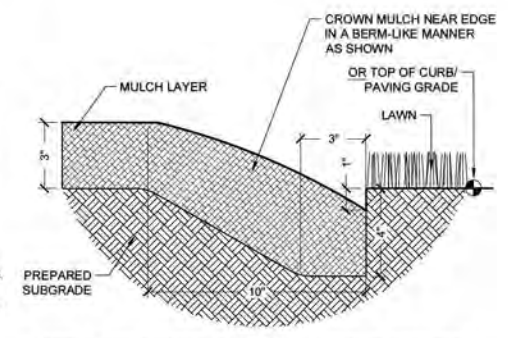
329333-13-01



- NOTES:**
- Fencing to be installed prior to construction. Fencing type shall be chain link.
 - The fence shall be erected w/ a min. distance of 20' from the trunks of heritage trees & 10' from all other retained trees. If installing underground utilities near tree roots becomes a hardship, a soil auger shall be used to tunnel under tree roots.
 - All roots to be removed during site clearing &/or construction shall be severed cleanly at the perimeter of the protected radius.
 - Footers for walls shall end at the point where large roots are encountered, and the roots shall be bridged. Post holes and trenches located close to retained trees shall be adjusted to avoid damage to major roots.
 - Fencing cannot be removed until land alteration, site clearing, and construction activities are complete.

6 TREE PROTECTION FENCE - FAIRHOPE
1/2" = 1'-0"

32 9343-06-05



NOTE: TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING BED AREAS AND ADJACENT TURF AREAS, UNLESS NOTED OTHERWISE.

4 TRENCH EDGE
3" = 1'-0"

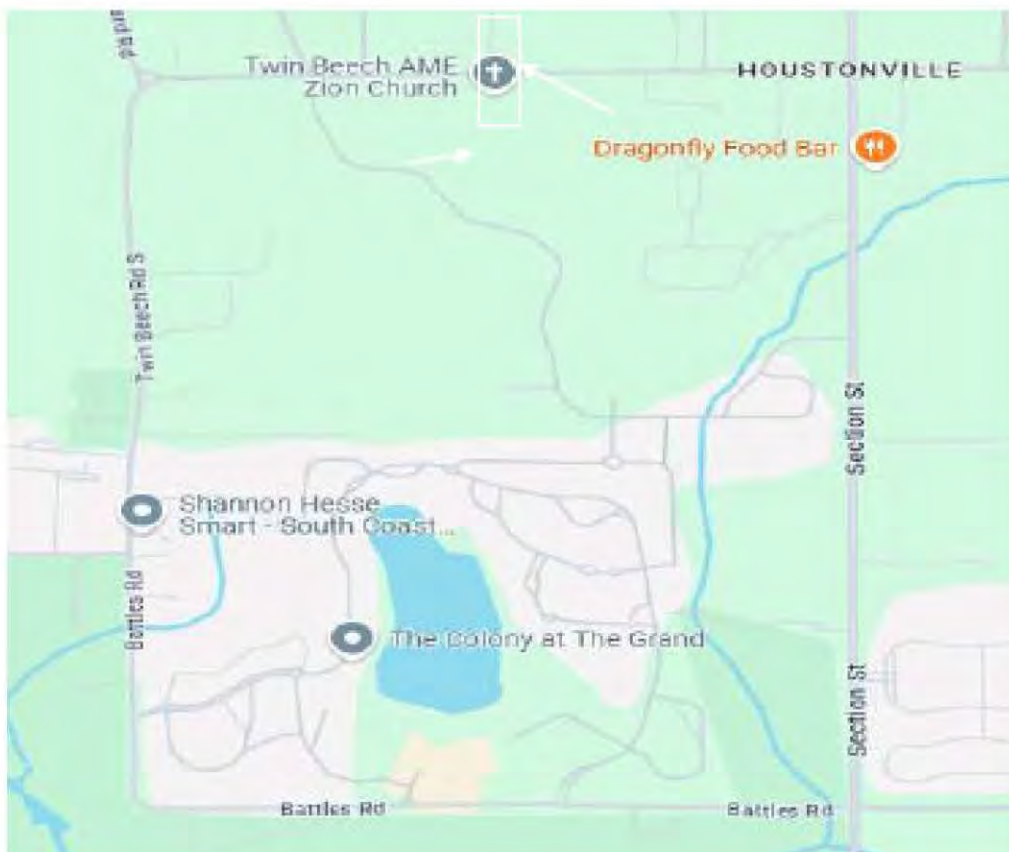
329413-23-02

BATTLES PH 9

81 LOT SINGLE FAMILY SUBDIVISION

FAIRHOPE, AL

Storm Water Maintenance Inspection Report



Prepared by



02-18-2025

Maintenance Inspection Overview:

Per the request made by the COF planning commission on 02-03-2025, I have reviewed the key areas of the stormwater management system located downstream of the proposed Phase 9 of Battles Trace Subdivision. Battles Trace PH 9 contains approximately 22.4 acres and 81 single family residential lots. Phase 9 is located to the North and West of the intersection of Geranium Dr. and Lobelia Ln. There is an existing ridge running through the middle of the site which generally separates the drainage to the east and the west directions. The site is currently wooded.

One detention pond is proposed in the SW corner of the site to detain the area that generally lies on the west side of the existing ridge. This pond will be routed to an existing 18" HDPE pipe that was stubbed out during the construction of PH 5 and will ultimately be routed to the existing 18-acre lake (Sweetwater Lake) and then thru the adjacent 1-acre water quality lake prior to being discharged from the western portion of the development. Water quality requirements for the developed area (generally located on the west side of the ridge) will be accommodated by the existing 18-acre lake and 1-acre lake noted above. All water on the east side of the existing ridge will drain (un-detained) to the existing 2-acre lake located on the golf course (located NW of the intersection between Battles Road and Section St, and along the east side of Battles Trace PH 7 and PH 8). This lake was constructed during Battles Trace PH 7 and was designed to accommodate both water quality and detention requirements for the proposed developed area located within PH 9 (generally located on the east side of the existing ridge).

The key areas identified in the maintenance inspection review are as follows:

- Sweetwater Lake (18-acre lake in the center of the development)
- Water Quality Lake (1-acre lake located just west of Sweetwater Lake)
- Golf Course Lake (2-acre lake located NW of the intersection of Battles and Section)
- Double 88"x54" Culverts at Geranium Drive
- Double 72" Culverts at the north end of the Golf Course Lake
- Existing natural drainage swale between Geranium Culverts and Golf Course Lake Culverts

Inspection Results and Recommendations:

Sweetwater Lake: There are 3 existing pipe outfalls to Sweetwater Lake. Minor to moderate sedimentation was noted at all 3 outfall pipes. Mild Sloughing was noted on approximately 75% of the toe of the slope around Sweetwater Lake (varying from 6"-18"). Pictures with recommendations for corrections are noted below.

Overall Lake View (2 photos)



East Outfall Pipe: Moderate Sedimentation noted. Sediment should be removed from the lake.



East Outfall Pipe: Area north of headwall is eroding due to point discharge from sidewalk. Curb and inlet should be installed just upstream of headwall to route surface water directly to pipe and away from lake slope.



SE Outfall Pipe: Minor Sedimentation noted. Sediment should be removed from the lake.



North Outfall Pipe: Moderate sedimentation noted. Sediment should be removed from the Lake.



Toe of Slope Sloughing (2 Photos): All areas exhibiting sloughing of the toe of the slope should be filled/graded to accommodate uniform slope to lake bottom. Areas should be solid sodded and pinned upon completion. Work should not commence until late spring when grass is actively growing and will quickly root/establish.



Outfall Structure: Clean and maintained. No Maintenance needed.



Water Quality Lake: There are 3 existing pipe outfalls to the Water Quality Lake. Moderate sedimentation was noted at 1 of the outfall pipes. Mild Sloughing was noted adjacent to some of the perimeter boardwalks. Pictures with recommendations for corrections are noted below.

Overall Lake View (2 photos)



Boardwalk (SW side of Lake): Mild Sloughing noted along boardwalk. Area should be filled/graded to accommodate uniform slope and stabilized with solid sod and pinned upon completion.



Boardwalk (SW side of Lake): Mild Sloughing noted along boardwalk. Area should be filled/graded to accommodate uniform slope and stabilized with solid sod and pinned upon completion.



Boardwalk (SW side of Lake): Mild Sloughing noted along boardwalk. Void Shall be filled and permanently stabilized (Concrete or Sod).



Boardwalk (NE side of Lake): Moderate Sloughing noted underneath boardwalk. Area should be graded/filled and be filled and permanently stabilized (Landscape, Sod, Rock, etc.).



Outfall Pipe (NE side of Lake): Moderate sedimentation noted. Sediment should be removed from the Lake.



Outfall Structure: Debris should be removed from Standpipe.



Outfall Pipe from Sweetwater Lake: No maintenance needed.



Discharge point from property: No maintenance needed.



Discharge point from property: No maintenance needed.



Golf Course Lake: There are 2 existing pipe outfalls to the Golf Course Lake. Moderate sedimentation was noted at 1 of the outfall pipes. Also, the Rip Rap Basin located downstream of the outfall structure has shifted. Pictures with recommendations for corrections are noted below.

Overall Lake View (2 Photos)



Outfall Structure: No Maintenance Needed.



Rip Rap Basin: Rip Rap has shifted. Basin either needs to be rebuilt with larger stone (Class V Rip Rap) or the existing Rip Rap needs to be re-shaped and grouted.



Rip Rap Basin: Rip Rap has shifted. Basin either needs to be rebuilt with larger stone (Class V Rip Rap) or the existing Rip Rap needs to be re-shaped and grouted.



Area Immediately Downstream of Golf Course Lake: No maintenance needed.



Double 88"x54" RCAP (Geranium Drive): Minor Sedimentation and Erosion noted on the upstream and downstream end of culvert crossing. Pictures with recommendations for corrections are noted below.

Upstream end of Culvert: Minor Sedimentation and Erosion noted. Sediment should be removed and eroded areas should be stabilized.



Upstream of Culvert: Minor Erosion noted. Bottom width of swale should be reshaped to match the width of the culverts and stabilized.



Downstream end of Culvert: Minor Sedimentation and Erosion noted. Sediment should be removed and eroded areas should be stabilized.



Downstream of Culvert: Mild Sloughing/Erosion along the west bank of swale. Area should be filled/graded to accommodate uniform slope and stabilized with solid sod and pinned upon completion.



Double 72" RCP (North end of Golf Cours Lake): Moderate Sedimentation noted on the downstream end of culvert crossing. Pictures with recommendations for corrections are noted below.

Upstream End of Culvert: No Maintenance Needed.



Downstream End of Culvert: Moderate Sedimentation noted downstream of the double 72" outfall pipes and withing the outfall pipes. Sediment should be removed from the Pipes and Lake. Care should be taken to not damage the HDPE liner along the bottom of the Lake. It is recommended that excavation of sediment be limited to within 2' vertical clearance of the HDPE liner.



Natural Drainage Swale (Between Geranium Dr. and Golf Course Lake): Overall, the drainage swale is in good condition. There was some minor erosion noted in a few select locations, however, it appears to be consistent with what is typically seen in natural drainage ways city wide. No recommendations for any maintenance at this time. Five Photos documenting the condition of the swale are shown below:





**Summary/Conclusion:**

The sedimentation, sloughing, and erosion noted above, do not have any adverse effect on the performance of the stormwater system as designed. In its current state, the stormwater system is functioning as designed and providing both detention and water quality performance as originally designed. There is no evidence that any sediment is leaving the site, and the sedimentation noted in this report is 100% contained within the facilities onsite. Therefore, the findings/deficiencies noted in this report are generally minor in nature and considered to be maintenance items.

SHEET: 1 OF 2

COLONY AT THE GRAND RESIDENT ISSUES & CONCERNS – PHASE 9

The following points are submitted to the Fairhope Planning Commission by Colony residents regarding the current development and future planning of The Colony at the Grand. The homeowners of The Colony at The Grand respectfully request that the current plan submitted to the City of Fairhope for Phase 9, which includes multi-family units and carriage homes, be disapproved. The homeowners would like the developer to continue the original plan for development of single-family homes. The following points by the residents' Phase 9 petition are underscored by the fact most residents have not been able to obtain a current Phase 9 development plan through either the developer or the City Planning Commission.

1. With the proposed Phase 9 planning underway, it is our understanding that townhomes and carriage homes will be included in the plan. If this is the case, The Colony at the Grand has evolved far away from what was originally promised to the City and residents/homeowners. The original vision of a community of single family homes will be lost.
2. Phase 9 infrastructure concerns:
 - a. Housing density:
 - i. Townhomes and carriage homes will increase the area population and density, while changing the promised subdivision build-plan. Large parking lots are unsightly and noisy in a subdivision setting.
 - ii. Very narrow two-lane roads provide entry into the proposed Phase 9 subdivision. There is currently no room for turn-offs into the subdivision, creating a congestion and safety problem. Has the City conducted feasibility studies for the large increase in traffic flow on small two-lane roads with no shoulders (i.e. Section Street)?
 - iii. Close housing would increase susceptibility and risk to loss by fire. Has access by fire trucks been studied for human and property safety? Fire department response to a recent house fire was delayed by at least 5 minutes due to subdivision entry issues.
 - iv. The City has viewed a proposed rezoning for an apartment complex on Greeno Road north of Publix at Point Clear in a negative way. Primary reasons included over-burdening existing infrastructure and community support. The proposed apartment complex was less than .7 miles from the proposed Phase 9 on a much better road system (Greeno Rd).
 - v. One comment from a recent home purchaser regarding Phase 9 development: "...there was never any mention of the planned development less than 100 yards from our front door. We had conversations with the sales office about the road that has been cut into the woods - meaning more homes in the near future; however, there was never mention that this next phase would be any different than what we have seen throughout this development."
 1. This is at best a failure to properly disclose material information to a buyer and at worst a deceptive omission by the developer's sales office.

2. Note: The Colony website and marketing media for The Colony at the Grand continue to portray only single-family homes in future phases.

b. Retention Lakes/Pond:

- i. Retention lakes/ponds: Additional high volume rainwater run-off will affect the surrounding areas and retention ponds/Sweetwater Lake. This run-off is exacerbated by the proposed development forestry clearcutting.
- ii. Sweetwater retention lake is already stressed by current phases. After several past rain events, the levee has seeped water for days. Water run-off is close to reaching maximum capacity of the existing lake. With the potential of up to five more retention ponds draining into Sweetwater, residents neighboring Sweetwater Lake have major concerns over a levee breach and residential flooding in the future.
- iii. Sweetwater Lake has been filled with run-off, silt and construction debris, and no action or mitigation plan has been put in place by the developer to fix the issues.
- iv. Mobile Bay Keeper issues from previous complaints regarding drainage and runoff have not been corrected.

3. Other concerns:

- a. During Phase 8 construction, many additional trees were clear cut other than originally projected to the residents. Will the City follow-up to ensure the builders and contractors adhere to the approved plan for Phase 9?

The residents of the Colony are tax paying citizens of Fairhope and would like the City Planning Commission to not permit the Retirement Systems of Alabama (RSA) and their contractors considerations and approvals other builders would not receive, without serious consideration of public opinion.

Residents are concerned of the perceived inappropriate relationship between Sawgrass and the City of Fairhope. Sawgrass should not receive any preferred treatment for approval of the Phase 9 development. (Refer to pro-Sawgrass comments made by the Mayor at the January 13, 2025 Fairhope City Council Meeting.) There also exists a perception of a potential conflict of interest in approval of this project as RSA holds the city employees' retirement fund.

The Planning Commission should also be aware that the residents have the following issues with Retirement Systems of Alabama (RSA), resulting in the residents' initiating petitions like these:

- Colony at the Grand residents have not been told what the plan for Lakewood expansion and fee impact would be if Phase 9 is approved. The Lakewood facilities are at or near their current capacity limits, per local fire codes. Moving away from single family homes as proposed in the Phase 9 plan would greatly impact current residents' quality of life and facility use.
- Will Phase 9 allow leasing and short-term rentals?
- How will current resident HOA fees be impacted by Phase 9, since the facility and greenspace support have a different construct from single family homes?

- RSA does not allow residents a voice at the table to express concerns regarding on-going development, maintenance, and issues impacting The Colony at the Grand. To date, none of the seven completed Phases within The Colony have been turned over to the residents, nor does a resident have a seat on the HOA board, contrary to what is stated in their own Colony at the Grand brochure. This has resulted in a gradual erosion of trust and sense of community that was once an attraction to reside in The Colony. Moreover, RSA continues to hurt their reputation by this no-contact, "do it our way" conduct, which has unfortunately forced this petition.
- The citizens of The Colony want the City to be aware of these issues the residents have repeatedly attempted to address.

Sincerely,

~ Signed ~

Phase 9 Petition Signers

January 23, 2025

Attachments:

- 1) Phase 9 marketing materials 1
- 2) Phase 9 marketing materials 2
- 3) Signed petitions

THE COLONY AT THE GRAND



- SOLD
- AVAILABLE LOTS
- COMMON SPACE W/ POTENTIAL TRAIL
- A EXISTING LAKEWOOD CLUB
- B EXISTING BAYVIEW CONDOMINIUMS
- C SWEET WATER LAKE
- D EXISTING GOLF COURSE

NOTES: Refer to the site plan for details. All existing structures are shown in brown. All new structures are shown in white. All new roads are shown in grey. All new trails are shown in green. All new landscaping is shown in green. All new parking is shown in grey. All new utilities are shown in blue. All new water lines are shown in blue. All new sewer lines are shown in brown. All new gas lines are shown in red. All new electric lines are shown in yellow. All new communication lines are shown in purple. All new fire lines are shown in orange. All new storm water lines are shown in light blue. All new drainage lines are shown in light green. All new irrigation lines are shown in light blue. All new irrigation lines are shown in light blue. All new irrigation lines are shown in light blue.



FAIRHOPE, ALABAMA

FCH Hotels & Resorts

Colony at the Grand marketing materials 1/23/2025



Copy of Colony at the Grand marketing materials

for Phase 9

from website 1/23/2025

Atch 2

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)	Address	Signature
David Tellenc		David Tellenc
Theresa Tellenc	746 Boundary Dr	Theresa Tellenc
Gina Boyd		Gina Boyd
FRANK BOYD	719 Boundary Dr.	Frank Boyd
CAROL LAZENBY		Carol Lazenby
Jana LAZENBY	817 APRICOT	Jana Lazenby
Steve Schwan	241 Cuban Lily	Steven Schwan
JAN REED	432 Colony Dr	Jan Reed - Thurgood
Tom & Debbie Shea	888 Geranium Dr.	Tom & Debbie Shea
ERIC & Rachael Knoll	855 APRICOT Ln	Rachael Knoll
Allison & William Castle	837 Apricot Ln	Allison Castle
Albert W. Britt	861 Geranium Dr.	Albert W. Britt

To: Planning and Zoning
Commission
City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

CHERYL KIEFER

Cheryl Kiefer

143 Mulberry LN

CHARLES KIEFER

Charles Kiefer

143 Mulberry Lane

To: Planning and Zoning Commission
City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Thomas L. Callicott, Jr.
Brenda Ward Callicott

Address

841 Apricot Lane

Signature

Thomas L. Callicott, Jr.
Brenda Ward Callicott

To: Planning and Zoning Commission
2025

January 6,

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)
Signature

Address

William R. Holman
William R. Holman

134 MULBERRY LANE
FAIRHOPE, AL. 36532

Elizabeth A. Holman
Elizabeth Holman

134 Mulberry Lane
Fairhope, AL 36532

To: Planning and Zoning
Commission
City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address 541 Artesian Spring Dr

Signature

1) PETER C. COATS

Peter C Coats

2) KARA C. COATS

Kara

To: Planning and Zoning Commission
City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

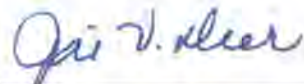
Homeowner(s) Name (Printed)

Address

Signature

Jill V. Deer

518 Artesian Spring Drive



To: Planning and Zoning
Commission
City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

Ashley Guy
J. Stacy Guy
\$5000

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

LEE ROBINSON

Address

444 COLONY DR.

Signature



To: Planning and Zoning Commission

January 6, 2025

City of Fairhope Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

Eva Norton

William Norton

Elizabeth Grove

Garvin Grove

Molly Norton

Reid Norton

Andrew Lewis

Hope Lewis

Jani Brazil

Howard Brazil

Geoffrey Mynck

Chrissa Mynck

935 Hibiscus Way

854 Apricot Ln

"

950 Hibiscus

"

958 Hibiscus Way

"

818 Apricot Lane

818 Apricot Lane

"

829 Apricot Ln.

Eva Norton

William Norton

Elizabeth Grove

Garvin Grove

Molly Norton

Reid Norton

Andrew Lewis

Hope Lewis

Jani Brazil

Howard Brazil

Geoffrey Mynck

Chrissa Mynck

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Signature _____

Signature Paul Bartetta
Kathleen Bartetta

To: Planning and Zoning Commission
2025

January 6,

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)
Signature

Address

LETTY PRATT SCHIESZ
Letty Pratt Schiesz
DON F. SCHIESZ
Don F. Schiesz

LOT 13
210 CENTENNIAL OAKS DR.
FAIRHOPE, AL 36532

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

LAWRENCE OERTLING
KAREN OERTLING

Address

381 FRUIT TREE LANE

Signature

Lawrence Oertling
Karen M Oertling

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

Richard R. Setliff

938 Hibiscus Way

Richard R. Setliff

Beverly Setliff

Fairhope, AL 36532

Beverly Setliff

To: Planning and Zoning Commission
2025

January 6,

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

Robert Durham
Robert

Sharon Durham
Sharon Durham

Stephanie Tesney
Stephanie

Robert Tesney
Robert

Joseph Bass
Joseph Bass

233 Cuban Lily Dr.

209 Cuban Lily Dr.

213 Cuban Lily Dr.

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

George Lupton

Address

460 Colony Dr.

Signature

George Lupton

To: Planning and Zoning
Commission
City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

	906 APRICOT LN, FAIRHOPE AL 36532
	906 APRICOT LN, FAIRHOPE, AL 36532
_____	_____
_____	_____
_____	_____
_____	_____

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

Gusina Brish

John Wood

Samy Saleeb

155 Mulberry Lane

505 Artesian Sp

521 Artesian Sp

Jeff Bruner

Finca Laura

Jay Lank

Charles Pace

720 Boudier

543 Artesian

537 Artesian
Spring Dr.

549 Artesian
Spring Dr.

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Charles Pace

Deer Waller

Deer Waller
Deer Waller

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)	Address	Signature
Richard E Fitzhugh	424 Colony	Richard E Fitzhugh
Shelly A. Fitzhugh		Shelly A. Fitzhugh
Cecilia McGLEN		Cecilia McGLEN
JOHN LINNARTZ	426 COLONY	John Linnartz
CARL REED	914 Hibiscus	Carl Reed
KAREN REED		Karen Reed
Stacie Vitello Douglass	147 Hyacinth St.	Stacie Vitello Douglass
Kendall Douglas	454 Colony D	Kendall Douglas
JESSIE GREAR		Jessie Grear
DEBRA GREAR		Debra Grear
Don BARR	862 APRICOT	Don Barr
JAMIE BARR		Jamie Barr

To: Planning and Zoning Commission
2025

January 6,

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)
Signature

Address

DAVID WITTENDORFER
David Witte

LINDA WITTENDORFER
Linda Witte

MAURICE HUTCHESON
Maurice

FRANCIS HUTCHESON
Francis

859 APRICOT LANE

308 Cuban Lilly

To: Planning and Zoning
Commission
City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

Joseph Brooks Sullivan
[Signature] 743 Colony Dr. Fairhope, AL
36532

Leslie Gaye Magee
[Signature] 743 Colony Dr. Fairhope, AL
36532

To: Planning and Zoning Commission
2025

January 6,

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)
Signature

Address

Linda K. Hogg
LINDA K. HOGG

Brian D. Hogg
BRIAN D. HOGG

456 COLONY DRIVE

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Bob Hamlin

Susan Hamlin

Address

Lot 26
377 Fruit Tree

Signature

Bob Hamlin

Susan Hamlin

To: Planning and Zoning
Commission
City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

We want the Geranium Dr. green space that is against Phase 9 to be lushly landscaped as was sold to Phase 1-8 residents, like Cabin Lily.

Homeowner(s) Name (Printed)

Address

Signature

sign on back →

NAME	ADDRESS	PHONE NUMBERS	SIGNATURE
Amy Siembida	807 Geranium Dr. 36532		Amy Siembida
Shawn Cushing	452 Colony Dr 36532	shawn.cushing420@gmail.com	Shawn Cushing
Candy Strickland	4631 Beaver Creek Dr 36532	carolundavisstrickland@gmail.com	Candy Strickland
Connie Youngers	846 Apricot Lane, Fairhope AL 36532		Connie Youngers
THOMAS COLLA	896 GERANIUM DR 36532		Thomas Colla
JANINE SAYKES	896 GERANIUM DR 36532		Janine Saykes
Charles Laber	808 Geranium Dr 36532		Charles Laber
Susan Laber	808 Geranium Dr. 36532		Susan Laber
Steve Dunnead	823 Geranium Dr. 36532		Steve Dunnead
RENEE DUNNEAD	823 GERANIUM DR. 36532		Ree Dunnead
VICTOR ROHLER	824 GERANIUM DR 36532		Victor Rohler
NADINE S. ROHLER	824 GERANIUM DR 36532		Nadine S. Rohler
ERIC DUNCAN	811 Geranium 36532		Eric Duncan
GENEVA DUNCAN	811 Geranium 36532		Geneva Duncan
MIKE NEWSOME	804 GERANIUM 36532		Mike Newsome
PEGGY NEWSOME	804 GERANIUM 36532		Peggy Newsome

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

DEBORAH A. TICE

304 Cuban Lily Dr.

Deborah A. Tice

WARREN PARHAM

463 Colony Drive

Warren Parham

Angela Parham

Donnie Colvin

Corey Pinkston

743 Boundary Dr.

~~643 Boundary Dr.~~
740 Boundary Dr.

Angela Parham

Donnie Colvin

Corey Pinkston

Natalie Jones

Melissa Alvarez

MICHAEL ALVAREZ

723 Boundary Dr.

711 Boundary Dr.

Natalie Jones

Melissa Alvarez

Michael Alvarez

To: Planning and Zoning Commission
2025

January 6,

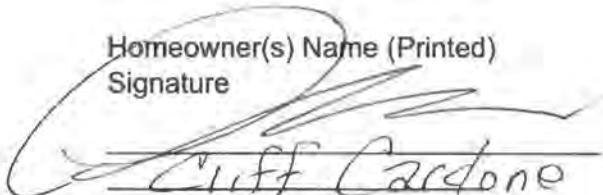
City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

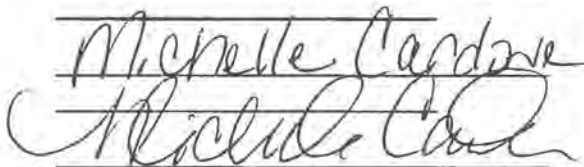
Homeowner(s) Name (Printed)

Address

Signature


Cliff Cardone

438 Colony Dr.


Michelle Cardone

438 Colony Dr.

To: Planning and Zoning Commission

January 6, 2025

City of Fairhope, Alabama

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)	Address	Signature
Jessica Norrell	755 Colony Dr.	Jessica Norrell
Erik Norrell	755 Colony Dr.	Erik Norrell
EDDIE SOLEY	751 COLONY DR	Eddie Soley
Osman Altun	735 Colony Dr.	Osman Altun
JOHN CUTRIGHT John Cutright	434 Colony Dr.	John Cutright

Stephen Chiepalich
475th Colony Dr.
Susan Chiepalich
475 Colony Dr.
Michael and Lisa Hellman
828 Geranium Drive

A.W. Chiepalich
Susan C. Chiepalich
[Signature]
L. Hellman

Homeowner(s) Name (Printed)
Signature

Address

Homeowner(s) Name (Printed)

Address

Signature

Steve Chipeleich 475 Colony Steve Chipeleich

Susan Chipeleich 475 Colony Susan Chipeleich

Scott Ritter 471 Colony _____

Sandra Ritter 471 Colony _____

Guy Fullan 469 Colony MA

Cathy Fullan 469 Colony Dr. Cathy Fullan

DANIEL MATTHEWS 922 Hibiscus Way Daniel Matthews by DLM
per text request 1/22/2024

CATHY MATTHEWS 922 Hibiscus Way Cathy Matthews by DLM
per text request 4/20/2024

Homeowner(s) Name (Printed)

Address

Signature

Sandra Rozen

838 Apricot Lane

Sandra Rozen

Barbara Hoffman

842 Apricot Lane

Barbara Hoffman

Jack Hoffman

845 Apricot Ln

Jack Hoffman

RICHARD RUTH BAKER

845 Apricot Ln

Ruth Baker

Donna J Baker

Lois B Phelps

849 Apricot Ln

Lois B Phelps

Elsa Lingvall Allen

T

735 Colony drive

Elsa Lingvall Allen

Donna Nichols

850 Apricot Lane

Donna Nichols

James R. Nichols

814 Apricot Lane

James R. Nichols

Fran Kouri

802 Apricot Lane

Fran Kouri

Beverly Stabler

834 Apricot Lane

Beverly Stabler

RICHARD STABLER

James Robinson

LUCAS MARTIN

953 Hibiscus Way

Lucas Martin

Julie Martin

Gordon Stimpson

957 Hibiscus Way

Gordon Stimpson

Judson Menefee

918 Hibiscus Way

Judson Menefee

Loni Menefee

Nancy Farrar

813 APRICOT LANE

Nancy Farrar

JOHN FARRAR

Homeowner(s) Name (Printed)

Address

Signature

Scott Luth
Michelle Luth
Vickie + Jon Weyand

712 Boundary Dr.

107 Mulberry Lane

528 ARTESIAN SPRINGS DR

910 HIBISCUS WAY
FAIRHOPE, AL

Scott Luth
Michelle Luth
Vickie Weyand
Jon Weyand

Norman Tiller

Joyce Tiller
Jon Elliott
Laura Elliott

NORMAN TILLER

JOYCE TILLER

NEEL ELLIOTT

LAURA ELLIOTT

Carol Leverett
Carol Leverett

J. M. Leverett
J. M. Leverett

Mary Corbitt
Mary Corbitt

Walter Corbitt
Walter Corbitt

Walter Corbitt
Walter Corbitt

Homeowner(s) Name (Printed)

Signature

Taylor McCormack
Taylor McCormack

Marshall W. Kendall
Marshall W. Kendall

Opus W. Kendall
Opus W. Kendall

Linda Metzger
Linda Metzger

Linda Metzger
Linda Metzger

Harriett Hopkins
Harriett Hopkins

Harriett Hopkins
Harriett Hopkins

Wing Fred W. Dowdle
Wing Fred W. Dowdle

Wing Fred W. Dowdle
Wing Fred W. Dowdle

Judy Cooner
Judy Cooner

Judy Cooner
Judy Cooner

Steve Cooner
Steve Cooner

Steve Cooner
Steve Cooner

201 Chinaherry Dr

236 Cuban Lily Dr.

Address

✓ 237 Cuban Lily Dr.

✓ 221 Cuban Lily Dr.

✓ 225 Cuban Lily Dr.

232 Cuban Lily Dr.

✓ 252 Cuban Lily Dr.

✓ 946 Hibiscus Way

✓ Lisa Sibrel
~~Lisa Sibrel~~
 ✓ North Sibal
~~North Sibal~~
 - Lisa Bolton
~~Lisa Bolton~~
 - Chris Bolton
~~Chris Bolton~~
 D. Troy Vickers
 D. Troy Vickers
 Diane D. Vickers
 Diane D. Vickers
 Peggy R. Watler
 Peggy R. Watler

- Danya Davis
~~Danya Davis~~
 Ron Davis
~~Ron Davis~~

Julie Martin
~~Julie Martin~~

Hollie McClay
~~Hollie McClay~~
 Adam McClay
~~Adam McClay~~

Homeowner(s) Name (Printed)
 Signature

✓ Lisa Sibrel
 212 Cuban Lily Dr Fairhope 36532

✓ 205 Cuban Lily Dr. Fairhope
 36532

248 Cuban Lily Dr, Fairhope
 36532

216 Cuban Lily Dr Fairhope AL
 36532

229 Cuban Lily Dr. Fairhope AL
 36532

115 Malberry Lane, Fairhope AL
 36532

844 Geranium Drive Fairhope,
 AL 36532

Address

Mary Ben Savage Trautman

Kimberly T. Pennington
~~Kimberly T. Pennington~~

Dana Bridgen
~~Dana Bridgen~~
Toby Bridgen
~~Toby Bridgen~~

245 Cuban Lily Drive

305 Cuban Lily Dr.

240 Cuban Lily Drive

Homeowner(s) Name (Printed)

DAVID TRENTAL

ANNA TRENTAL

Kathleen Neal

Deer Butler

Wendy Butler

Thomas M. Hagg

Florence Cleveland

Janet J. Hagg

Sharon J. Glenn

Susan Bonds

Address

941 Hibiscus Way

622 Lupine Dr

426 Colony Dr

812 Geranium Dr

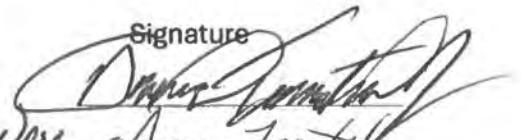
472 Colony Dr

812 Geranium

833 Apricot Lane

390 Fruit Tree Ln

Signature



Anna Trental

Kathleen Neal

Deer Butler

Wendy Butler

Thomas M. Hagg

Florence Cleveland

Janet J. Hagg

Sharon J. Glenn

Susan Bonds

Homeowner(s) Name (Printed)

Address

Signature

Carolyn Walker
Jennifer Gordy

540 Artesian Springs
Gaines

Carolyn S. Walker
Jennifer Gordy

536 Artesian
Springs

3 MARGHERITA RIGGALL
George Riggall

524 ARTESIAN SPRINGS

Margherita Riggall

Shelley West

159 Mulberry Ln

George Riggall
Shelley West

5 DEBRA MANNING
MICHAEL MANNING

934 HIBISCUS WAY

Debra Manning
Michael Manning

Homeowner(s) Name (Printed)

Address

Signature

ALICE CUTRIGHT

434 Colony Dr. Alice Cutright

Judith R. Weber

446 Colony Dr. Judith Weber

Shelley Stallwood

450 Colony Dr. Shelley Stallwood

Amy Norris

462 Colony Dr. Amy Norris

R M Kirkpatrick

466 Colony Dr. R M Kirkpatrick

*

LEO A. HUBERT JR

437 COLONY DR

Carolyn Hupp

436 Colony Dr. Carolyn Hupp

Kathy Bertram Wetzel

926 Hibiscus Kathy Wetzel

Donna Cohen

277 Cuban Alley. Donna Cohen

Don Oh

277 Cuban Alley. Don Oh

Rusty Allman

Mary Allman

130 Mulberry Ln. Mary T. Allman

Rusty Allman

130 Mulberry Ln. Rusty Allman

Lessie Merritt

473 Colony Dr. Lessie Merritt

Greg Merritt

473 Colony Dr. Greg Merritt

City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

Joseph Bibb Cain

Evelyn Register Cain

545 Artesian
Spring Drive
Fairhope

Signature
Joseph Bibb Cain
Envelop Register Cain

Develop Register Card

From: [Robert Newsome](#)
To: [planning](#)
Subject: Case SD25 04 Battles Trace Phase 9
Date: Wednesday, January 22, 2025 4:44:42 PM

I received the Sawgrass Consulting Information on Fairhope City Letter-head Dated 1/20/25 via certified mail on the afternoon of 1/22/25 with a response deadline of 1/24/25. This is an insufficient timeline for owners and stakeholders to make serious evaluations and responses. It smacks of last minute trickery in the hopes that people will not have sufficient time or information to make thoughtful evaluations and timely responses.

1st) The map attached is too small to read and understand. A 27 acre development is crammed into the top left 1/4 of an 8 1/2 by 11 piece of paper. (Really) When I asked Sawgrass people at their initial meeting for a copy of their proposal they declined and said I could take a picture on my phone. When I asked if the plat was on their website they said NO.

2nd) When I purchased lot BT 216 in Battles Trace nobody ever mentioned that future phases would have substantial increased density changes. (Patio Homes or Carriage Houses were not discussed or contemplated) This is inconsistent with existing build outs.

3rd) I see no added amenities only Detention ponds. You can't just keep cramming people and houses into a small area and not add pools, dog parks, walking paths etc. if they are on the attached plat you can't read it or see them.

4th) There is already drainage issues in the Colony. The houses on the slope north of the road near the entrance from CR 3 will add to the existing drainage problems.

I am opposed to the plan as presented but I understand and appreciate that the developer has the right to build and add new phases to the Colony. I just think they should be more in line with the plans and lot sizes like in the earlier phases 1-6.

Thank You,

Robert Newsome

To: Planning and Zoning Commission
City of Fairhope, Alabama

January 6, 2025

We, the undersigned of this petition, being residents of The Colony at The Grand, (hereafter known as The Colony) located in the city of Fairhope, AL, do hereby request that the application by Retirement Systems of Alabama, Stuart Construction and Sawgrass Engineering for development of Phase 9 of the Colony at The Grand be disapproved under the current plan as submitted. Phase 9 is a 25-acre parcel of a larger 100-acre tract to be developed by RSA. Phases 1-8 of The Colony consists of single-family homes, apart from the original condominium building, Bayview II. The plan for Phase 9 as proposed will consist of multi-family housing and carriage homes, multiple large parking areas and high-density occupancy as compared to the current single-family housing in The Colony. Phase 9 will completely change the appearance of the current neighborhood and devalue existing homes, which currently range in value from \$600,000 to well over \$1 million. Moreover, this current plan will also put additional strain on city infrastructure, emergency services, medical services, schools and traffic in an already well-traveled thoroughfare. We ask the planning commission to require the developer and builder to continue building Phase 9 of The Colony under its original plan of single-family homes, which is what was presented to purchasers of homes in Phases 1-8 and as depicted on their website as of January 3, 2025.

Homeowner(s) Name (Printed)

Address

Signature

Anya Scott
Miles Beckel Scott

857 Geranium Dr

Anya Scott

From: [Amy Siembida](#)
To: [Amy Siembida](#); [planning](#)
Subject: Battles Trace Phase 9
Date: Friday, January 24, 2025 11:37:09 AM



I am writing to voice concern for Phase 9.

-The gates are rarely working and it is already backed up on Section Street entrance. They aren't shut at the times the sales office isn't opened after hours.

-There is NO PEDESTRIAN entrance or way to exit the development off of Section St. if you are not in a vehicle.

-The additional 81 homes in Phase 9 that will utilize this gate as their primary entrance and exit will be a major congestion problem.

-Phase 6 was sold lots on Geranium Dr. with the map that showed a lushly landscaped area between Phase 9. It was sold to us that it would look like the area behind Cubin Lily. That is not what they are proposing.

-RSA as a private entity are developing each phase, not adhering to current city codes regarding widths, lanes for roadways and sidewalks. But as a tax paying citizen it is your responsibility, as the City of Fairhope to the Colony residence' if you are approving these phases to ensure that these developments you are approving has standards that homebuyers will be able to live with.

-There is already a drainage problem behind Phase 6 which was a known problem as they built Phase 6. It is now Phase 9 and they are finally suggesting a fix, but we are still in the dark as to what that fix is. Why are they not doing these fixes as they sell these homes? If Phase 6 was approved why was the drainage not addressed with the City of Fairhope at that time?

-As the City of Fairhope, you are responsible for ensuring the plans that you approve meet codes and safety for your tax paying residence regardless of who the developer is.

-The original agreement to develop The Colony in conjunction with the purchase of Lakewood Country Club has far exceeded the size and scope of the original agreement. It is the responsibility of the City of Fairhope to ensure the residence of The Colony have each continuing phase meet the standards of the original agreement.

HILLTOP AT FAIRHOPE

Hilltop Residents Petition to the City of Fairhope Planning Commission

I-24-2025

The residents of the Hilltop subdivision located in the City of Fairhope, AL, request that the permit application for the development of Battles Trace Phase 9 be disapproved as currently submitted. The application proposes 100% clearing of all trees and natural growth in the designated "Common Areas" abutting the Hilltop development, which we oppose.

We are asking the planning commission to require the preservation of all trees 6" in diameter and larger in the "Common Areas" shown in the attached supporting document. The area of concern, which we have had surveyed by a Certified Arborist, is approximately 2 acres in size and contains 109 hardwoods and pines between 6" and 28" in diameter. Ninety (90) of those mature trees are 10" and larger in diameter.

Today, this area provides natural stormwater drainage mitigation that would work in concert with manmade stormwater management systems. In addition, this area significantly adds to the beauty of the area and is home to a wide variety of wildlife, including fox, fox squirrels, raccoons, opossums, owls, hawks, cardinals, woodpeckers, wrens, bluebirds, and many, many more.

We've been told by the developer that clear cutting this area is needed to facilitate grading. We believe destroying decades of natural habitat to facilitate grading is unnecessary, irresponsible, and unneighborly.

We understand that Battles Trace Phase 9 is in a Tourism Resort District which allows extensive exemptions relative to the ordinances of the City of Fairhope. However, we also understand that when the TR District was created and exemptions were granted 15 years ago, buffer zones were set aside to preserve trees. Ostensibly this was done to naturally enhance the beauty of the area, provide a natural shield with neighbors and to support the spirit of the Fairhope tree ordinances. We believe that similar solutions and compromises be required by the planning committee for the Battles Trace Phase 9 development.

PO BOX 669 - DAPHNE, AL 36526
HILLTOPATFAIRHOPE@GMAIL.COM - 251.210.1818

HILLTOP AT FAIRHOPE

Endorsements Signatures

Name:	Lot:	Signature:
Andy Callahan	01	<u>Andy Callahan</u>
Chris Knight	02	<u>Chris Knight</u>
Dennis Gibson	03	<u>Dennis Gibson</u>
Craig Miller	04	<u>Craig Miller</u>
Cynthia Phillips	05	<u>Cynthia Phillips</u>
Jim Ellis	06	<u>Jim Ellis</u>
Becky Feltus	07	<u>Becky Feltus</u>
Lynn Cummings	08	<u>Lynn Cummings</u>
Steve Cowles	09	<u>Steve Cowles</u>
Alex Mirakian	10	<u>Alex Mirakian</u>
Timothy Nicoud	11	<u>Timothy Nicoud</u>
David Ingram	12	<u>David Ingram</u>
Clark Burrow	13	<u>Clark Burrow</u>
Lisa Frank	14	<u>Lisa Frank</u>
Stephen Ballard	15	<u>Stephen Ballard</u>
Cynthia Jackson	16	<u>Cynthia Jackson</u>
Jaime Lyon Cooper	17	<u>Jaime Lyon Cooper</u>
Garfield Johnson, III	18	<u>Garfield Johnson</u>
Leif Jensen	19	<u>Leif Jensen</u>

PO BOX 669 - DAPHNE, AL 36526
HILLTOPATFAIRHOPE@GMAIL.COM - 251.210.1818

HILLTOP AT FAIRHOPE

Libby Sykora	20	<i>Libby Sykora</i>
Michael Baine	21	<i>Michael Baine</i>
Larry Cerf	22	<i>Larry Cerf</i>
Sterling S. Willis	23	<i>Sterling S. Willis</i>
Frank Boyd	24	<i>Frank Boyd</i>
Mary Ann Scarborough	25	<i>Mary Ann Scarborough</i>
Karst Revocable Trust	26	<i>Karst</i>
Rhonda Blocker	27	<i>Rhonda Blocker</i>
Claude Rodriguez	28	<i>Claude Rodriguez</i>
Angie Janes	30	<i>Angie Janes</i>
Susan Prouse Stringer	31	<i>Susan Prouse Stringer</i>
Milam Cotten	32	<i>Milam Cotten</i>
Kathleen Manley	33	<i>Kathleen Manley</i>
Point Jubilee, LLC	34	<i>Point Jubilee, LLC</i>
Ann White-Spunner	35	<i>Ann White-Spunner</i>
Gregory Scott Spehar	36	<i>Gregory Scott Spehar</i>
Julie Martin	37	<i>Julie Martin</i>

Intermittent Stream

PHASE 9 COMMON AREA

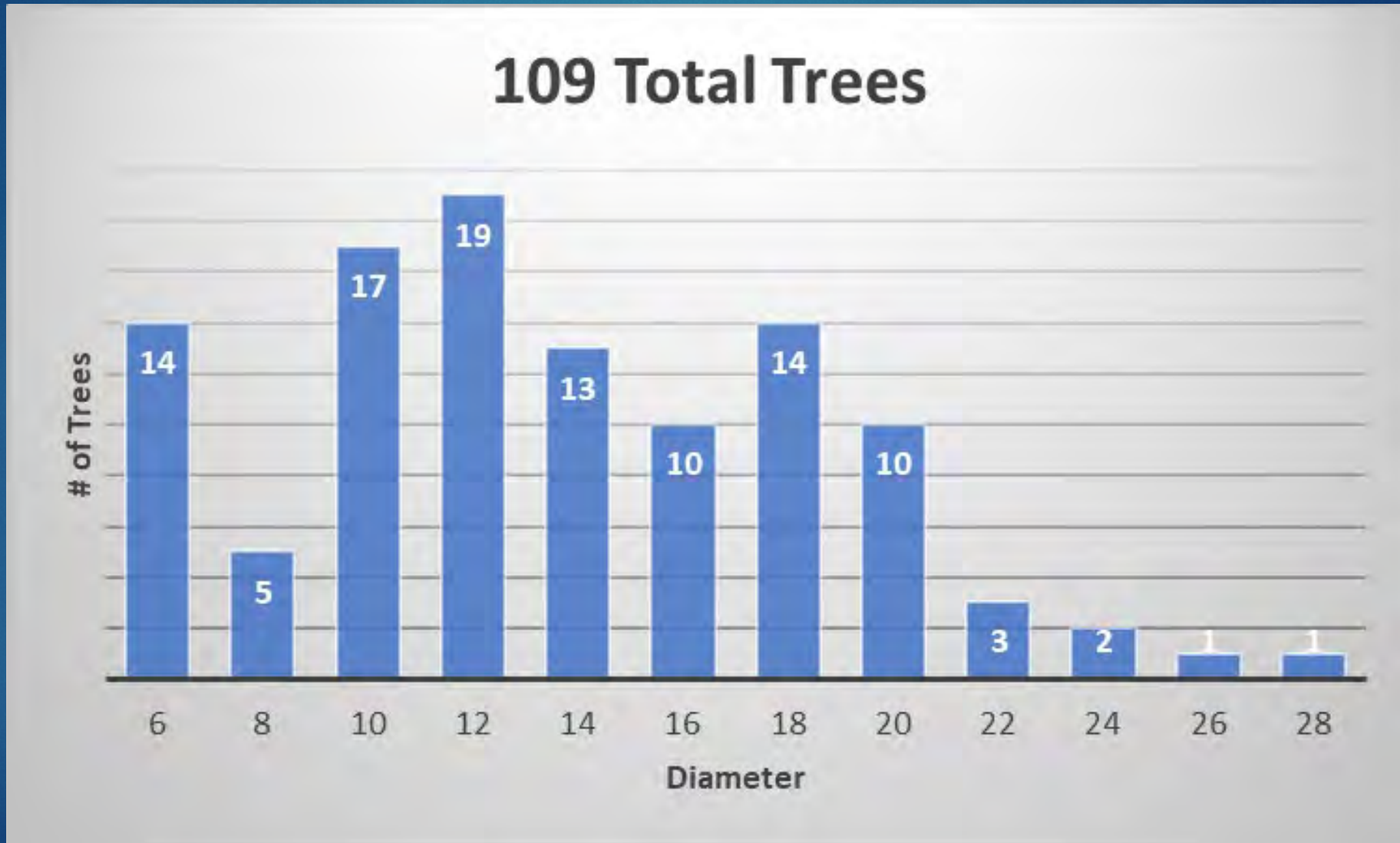
FLOWING 2 DAYS POST RAIN



Phase 9 “Common Area” Adjacent to Hilltop



Common Area Tree Count and Size



Additional Concerns

- ▶ Removal of natural screening increases runoff
- ▶ History of excessive erosion from home sites
- ▶ Sediment accumulation at Lilly Lake outflow sites



**Existing brush provides ideal
Visual screen at 65'**



Completed Document Audit Report

Completed with SignWell.com

Title: Petition to City of Fairhope - Battles Trace Phase 9 R1

Document ID: 23ab672d-9cf6-476f-989e-b0825916a3b3

Time Zone: (GMT+00:00) Coordinated Universal Time

Files

Petition to City of Fairhope - Battles Trace Phase.pdf - 3 pages	Jan 22, 2025 18:25:07 UTC
Phase 9 copy.pdf - 4 pages	Jan 22, 2025 18:25:14 UTC

Activity

 **Stacy Cramton** created the document (sacmanagement2@gmail.com) Jan 22, 2025 18:36:18 UTC
IP: 2600:1700:5621:5bc0:39cf:caff:361c:3fce

 **Stacy Cramton** sent the document to andy.callahan@greif.com, cwknight3@gmail.com, dhgttri@gmail.com, cmiller@craighomesinc.com, c3sulli12@gmail.com, james.w.ellis54@gmail.com, becky@ashurstandniemeyer.com, lynncummings@hotmail.com, scowler1@comcast.net, alexmirakian@yahoo.com.au, tjnicoudjr@gmail.com, davidandsusan@2ingrams.com, gsclarkburrow@aol.com, lisa@lisafrankhomes.com, stephenballard1988@gmail.com, cc711al@aol.com, jlyon13@aol.com, drjohnson@texasent.com, leif12782020@gmail.com, elsnyder2@gmail.com, mbaine1@yahoo.com, larry@cerfinc.com, sterlingswillis@me.com, boyd.rusty@gmail.com, maryannscarborough@gmail.com, kckarst@gmail.com, rhonda@rhondahice.com, clauderod15@gmail.com, angiejanes@gmail.com, sp.stringer88@gmail.com, milamcotten3@gmail.com, katemanley2000@yahoo.com, scowlesp@yanet.com and julie@useiim.com danielcharlin@gmail.com, Jan 22, 2025 19:54:09 UTC

IP: 2600:1700:5621:5bc0:39cf:caff:361c:3fce

👁	Jim Ellis	first viewed document (james.w.ellis54@gmail.com)	Jan 22, 2025 19:56:37 UTC
	IP: 2600:1700:5f68:50af:65ce:467e:d94f:3b68		
👁	Angie Janes	first viewed document (angiejanes@gmail.com)	Jan 22, 2025 19:56:44 UTC
	IP: 104.56.53.176		
👁	Susan Prouse Stringer	first viewed document (sp.stringer88@gmail.com)	Jan 22, 2025 19:56:52 UTC
	IP: 50.83.156.164		
✓	Jim Ellis	signed the document (james.w.ellis54@gmail.com)	Jan 22, 2025 19:57:05 UTC
	IP: 2600:1700:5f68:50af:65ce:467e:d94f:3b68		
👁	Michael Baine	first viewed document (mbaine1@yahoo.com)	Jan 22, 2025 19:58:04 UTC
	IP: 2600:387:f:815::8		
✓	Angie Janes	signed the document (angiejanes@gmail.com)	Jan 22, 2025 19:58:09 UTC
	IP: 104.56.53.176		
✓	Michael Baine	signed the document (mbaine1@yahoo.com)	Jan 22, 2025 19:58:26 UTC
	IP: 2600:387:f:815::8		
👁	Lynn Cummings	first viewed document (lynn Cummings@hotmail.com)	Jan 22, 2025 19:58:31 UTC
	IP: 172.4.158.38		
✓	Lynn Cummings	signed the document (lynn Cummings@hotmail.com)	Jan 22, 2025 19:59:04 UTC
	IP: 172.4.158.38		
👁	Timothy Nicoud	first viewed document (tjnicoudjr@gmail.com)	Jan 22, 2025 19:59:48 UTC
	IP: 2600:1012:b31e:6907:d9b:5d76:486e:4897		
✓	Timothy Nicoud	signed the document (tjnicoudjr@gmail.com)	Jan 22, 2025 20:00:07 UTC
	IP: 2600:1012:b31e:6907:d9b:5d76:486e:4897		
👁	Garfield Johnson	first viewed document (drjohnson@texasent.com)	Jan 22, 2025 20:04:34 UTC
	IP: 206.204.59.88		
✓	Garfield Johnson	signed the document (drjohnson@texasent.com)	Jan 22, 2025 20:05:15 UTC
	IP: 73.166.74.72		
👁	Ann White-Spunner	first viewed document (annwhitespunner@me.com)	Jan 22, 2025 20:07:24 UTC
	IP: 68.253.246.127		
✓	Ann White-Spunner	signed the document (annwhitespunner@me.com)	Jan 22, 2025 20:10:51 UTC
	IP: 68.253.246.127		
👁	Rhonda Blocker	first viewed document (rhonda@rhondahice.com)	Jan 22, 2025 20:12:54 UTC
	IP: 162.238.88.191		

✓ Rhonda Blocker	signed the document (rhonda@rhondahice.com)	Jan 22, 2025 20:13:38 UTC
IP: 162.238.88.191		
👁 Jaime Lyon Cooper	first viewed document (jlyon13@aol.com)	Jan 22, 2025 20:22:02 UTC
IP: 172.14.166.140		
✓ Jaime Lyon Cooper	signed the document (jlyon13@aol.com)	Jan 22, 2025 20:22:29 UTC
IP: 172.14.166.140		
👁 Gregory Scott Spehar	first viewed document (scott.spehar@yahoo.com)	Jan 22, 2025 20:24:37 UTC
IP: 2600:1700:5f63:9400:1d5f:e86d:d316:2717		
✓ Gregory Scott Spehar	signed the document (scott.spehar@yahoo.com)	Jan 22, 2025 20:25:44 UTC
IP: 2600:1700:5f63:9400:1d5f:e86d:d316:2717		
👁 Keith C. Karst Revocable Trust	first viewed document (kckarst@gmail.com)	Jan 22, 2025 20:32:25 UTC
IP: 2600:1005:b1ca:e160:89ca:5f0e:6531:6fa6		
✓ Keith C. Karst Revocable Trust	signed the document (kckarst@gmail.com)	Jan 22, 2025 20:33:41 UTC
IP: 2600:1005:b1ca:e160:89ca:5f0e:6531:6fa6		
👁 Becky Feltus	first viewed document (becky@ashurstandniemeyer.com)	Jan 22, 2025 20:39:35 UTC
IP: 2604:2d80:be7e:e400:a4ba:7d56:c655:8baf		
👁 Libby Sykora	first viewed document (elsnyder2@gmail.com)	Jan 22, 2025 20:50:48 UTC
IP: 2600:100d:b10f:64c:8c0d:4d59:9a94:9c7		
👁 Cynthia Phillips	first viewed document (c3sulli12@gmail.com)	Jan 22, 2025 20:51:46 UTC
IP: 2600:1700:5f6c:a460:29ce:ed04:8b2c:396b		
✓ Libby Sykora	signed the document (elsnyder2@gmail.com)	Jan 22, 2025 20:51:47 UTC
IP: 2600:100d:b10f:64c:8c0d:4d59:9a94:9c7		
✓ Cynthia Phillips	signed the document (c3sulli12@gmail.com)	Jan 22, 2025 20:52:34 UTC
IP: 2600:1700:5f6c:a460:29ce:ed04:8b2c:396b		
👁 Sterling S. Willis	first viewed document (sterlingswillis@me.com)	Jan 22, 2025 21:08:20 UTC
IP: 24.252.101.35		
👁 Frank Boyd	first viewed document (boyd.rusty@gmail.com)	Jan 22, 2025 21:08:23 UTC
IP: 107.115.147.134		
✓ Sterling S. Willis	signed the document (sterlingswillis@me.com)	Jan 22, 2025 21:10:36 UTC
IP: 24.252.101.35		
✓ Frank Boyd	signed the document (boyd.rusty@gmail.com)	Jan 22, 2025 21:21:47 UTC
IP: 107.115.147.134		

👁	Steve Cowles	first viewed document (scowler1@comcast.net)	Jan 22, 2025 21:22:55 UTC
	IP: 2600:387:15:3812::2		
✓	Steve Cowles	signed the document (scowler1@comcast.net)	Jan 22, 2025 21:24:06 UTC
	IP: 2600:387:15:3812::2		
👁	David Ingram	first viewed document (davidandsusan@2ingrams.com)	Jan 22, 2025 21:30:59 UTC
	IP: 4.43.109.42		
✓	David Ingram	signed the document (davidandsusan@2ingrams.com)	Jan 22, 2025 21:31:32 UTC
	IP: 4.43.109.42		
👁	Andy Callahan	first viewed document (andy.callahan@greif.com)	Jan 22, 2025 21:33:20 UTC
	IP: 2a01:111:f400:7eae::100		
👁	Larry Cerf	first viewed document (larry@cerfinc.com)	Jan 22, 2025 21:36:43 UTC
	IP: 2600:1700:5f67:ec00:852a:4c99:1094:8873		
✓	Larry Cerf	signed the document (larry@cerfinc.com)	Jan 22, 2025 21:37:27 UTC
	IP: 2600:1700:5f67:ec00:852a:4c99:1094:8873		
✓	Andy Callahan	signed the document (andy.callahan@greif.com)	Jan 22, 2025 22:39:24 UTC
	IP: 2600:1700:5f67:ec00:6950:93ae:ad1d:337d		
👁	Kathleen Manley	first viewed document (katemanley2000@yahoo.com)	Jan 22, 2025 22:58:56 UTC
	IP: 208.104.57.135		
✓	Kathleen Manley	signed the document (katemanley2000@yahoo.com)	Jan 22, 2025 22:59:24 UTC
	IP: 208.104.57.135		
👁	Milam Cotten	first viewed document (milamcotten3@gmail.com)	Jan 22, 2025 23:19:56 UTC
	IP: 2600:387:2:805::bc		
✓	Milam Cotten	signed the document (milamcotten3@gmail.com)	Jan 22, 2025 23:20:25 UTC
	IP: 2600:387:2:805::bc		
✓	Becky Feltus	signed the document (becky@ashurstandniemeyer.com)	Jan 22, 2025 23:56:42 UTC
	IP: 2604:2d80:be7e:e400:a4ba:7d56:c655:8baf		
👁	Mary Ann Scarborough	first viewed document (maryannscarborough@gmail.com)	Jan 23, 2025 00:28:00 UTC
	IP: 2600:1700:5f61:93a0:f8bd:4aa9:a409:74		
✓	Mary Ann Scarborough	signed the document (maryannscarborough@gmail.com)	Jan 23, 2025 00:28:31 UTC
	IP: 2600:1700:5f61:93a0:f8bd:4aa9:a409:74		
👁	Stephen Ballard	first viewed document (stephenballard1988@gmail.com)	Jan 23, 2025 02:56:06 UTC

IP: 2604:2d80:be01:700:c476:72b9:da2e:e402

✓	Stephen Ballard	signed the document (stephenballard1988@gmail.com)	Jan 23, 2025 02:57:44 UTC
	IP: 2604:2d80:be01:700:c476:72b9:da2e:e402		
👁	Leif Jenson	first viewed document (leif12782020@gmail.com)	Jan 23, 2025 14:09:02 UTC
	IP: 99.38.17.226		
✓	Leif Jenson	signed the document (leif12782020@gmail.com)	Jan 23, 2025 14:11:17 UTC
	IP: 99.38.17.226		
👁	Craig Miller	first viewed document (cmiller@craighomesinc.com)	Jan 23, 2025 14:43:45 UTC
	IP: 104.9.137.165		
✓	Craig Miller	signed the document (cmiller@craighomesinc.com)	Jan 23, 2025 14:44:44 UTC
	IP: 104.9.137.165		
✓	Susan Prouse Stringer	signed the document (sp.stringer88@gmail.com)	Jan 23, 2025 14:55:21 UTC
	IP: 50.83.156.164		
👁	Dennis Gibson	first viewed document (dhgtri@gmail.com)	Jan 23, 2025 15:00:52 UTC
	IP: 2604:2d80:b107:3b00:9d68:d165:5cc3:2b9b		
✓	Dennis Gibson	signed the document (dhgtri@gmail.com)	Jan 23, 2025 15:03:48 UTC
	IP: 2604:2d80:b107:3b00:9d68:d165:5cc3:2b9b		
👁	Alex Mirakian	first viewed document (alexmirakian@yahoo.com.au)	Jan 23, 2025 15:47:14 UTC
	IP: 97.112.216.161		
✓	Alex Mirakian	signed the document (alexmirakian@yahoo.com.au)	Jan 23, 2025 15:48:35 UTC
	IP: 97.112.216.161		
👁	Lisa Frank	first viewed document (lisa@lisafrankhomes.com)	Jan 23, 2025 16:12:18 UTC
	IP: 2600:8803:d804:8300:94e4:aced:e6bd:520e		
👁	Clark Burrow	first viewed document (gsclarkburrow@aol.com)	Jan 23, 2025 16:29:01 UTC
	IP: 2601:3cb:d01:b9b0:5c93:7339:df7b:fe19		
👁	Chris Knight	first viewed document (cwknigh3@gmail.com)	Jan 23, 2025 16:29:58 UTC
	IP: 69.223.216.27		
✓	Chris Knight	signed the document (cwknigh3@gmail.com)	Jan 23, 2025 16:31:57 UTC
	IP: 69.223.216.27		
👁	Point Jubilee, LLC	first viewed document (danielcharlin@gmail.com)	Jan 23, 2025 16:44:14 UTC
	IP: 64.239.198.6		
✓	Point Jubilee, LLC	signed the document (danielcharlin@gmail.com)	Jan 23, 2025 16:44:36 UTC

IP: 64.239.198.6

	Julie Martin	first viewed document (julie@useiim.com)	Jan 23, 2025 16:45:49 UTC
	IP: 2600:1700:5f61:73a0:1ab:6afb:402f:45b		
	Julie Martin	signed the document (julie@useiim.com)	Jan 23, 2025 16:46:59 UTC
	IP: 2600:1700:5f61:73a0:1ab:6afb:402f:45b		
	Cynthia Jackson	first viewed document (cc711al@aol.com)	Jan 23, 2025 18:35:20 UTC
	IP: 2600:1700:5f64:60b0:1114:83a7:1206:50da		
	Cynthia Jackson	signed the document (cc711al@aol.com)	Jan 23, 2025 18:35:57 UTC
	IP: 2600:1700:5f64:60b0:1114:83a7:1206:50da		
	Clark Burrow	signed the document (gsclarkburrow@aol.com)	Jan 23, 2025 18:54:44 UTC
	IP: 2601:3cb:d01:b9b0:5c93:7339:df7b:fe19		
	Claude Rodriguez	first viewed document (clauderod15@gmail.com)	Jan 23, 2025 19:43:53 UTC
	IP: 2604:2d80:b104:cd00:60e5:63fa:34b1:3c2b		
	Claude Rodriguez	signed the document (clauderod15@gmail.com)	Jan 23, 2025 19:45:30 UTC
	IP: 2604:2d80:b104:cd00:60e5:63fa:34b1:3c2b		
	Lisa Frank	signed the document (lisa@lisafrankhomes.com)	Jan 23, 2025 20:08:16 UTC
	IP: 2600:8803:d804:8300:402d:3d93:501f:d42f		



November 5, 2024

Tim Lawley
Sawgrass Engineering

RE: Service Availability – Battles Trace, Phase 9

Dear Mr. Lawley,

This letter is in response to your request for information on the availability of service at the above location by AT&T.

This letter acknowledges that the above referenced property is located in an area served by AT&T. Any service arrangements for this location will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to this location.

Please contact me at the phone number included in this letter with any questions.

Thank you for contacting AT&T.

Sincerely,

A handwritten signature in black ink, appearing to read "Wade Mitchell".

Wade Mitchell
Senior – OSP Design Engineer
AT&T Alabama
2155 Old Shell Rd
Mobile, Alabama 36607
Gulf District/ Mobile Office



October 19, 2023

Sherry Sullivan
Mayor

Sawgrass Consulting, LLC
30673 SGT EI Boots Thomas Dr
Spanish Fort, AL 36527

Council Members:

Kevin G. Boone
Jay Robinson
Jack Burrell, ACO
Jimmy Conyers
Corey Martin

RE: Battles Trace Phase 9, PPINs 378695, 373725, 373726, 373727, 63315, 5499, 20948

Water, Sewer and Gas are available with Fairhope Public Utilities. Aid to construction will be determined once the final construction designs have been reviewed.

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

Tim Manuel
Water/Wastewater Assistant Superintendent
Fairhope Public Utilities

Wes Boyett
Gas Superintendent
Fairhope Public Utilities

161 North Section St.
PO Drawer 429
Fairhope, AL 36533

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

* Sawgrass attend the City of Fairhope Utility Review meeting on 11-7-24. An updated availability Letter for Fairhope Water, Sewer, & gas will be submitted upon receipt.



RIVIERA UTILITIES

413 East Laurel Avenue - Foley, AL 36535
Phone (251) 943-5001

11/6/2024

Heather Bell
Sawgrass
30673 SGT E.I. "Boots" Thomas Drive
Spanish Fort, AL 36527

RE: Battles Trace Ph.9

This letter is to confirm based on the site plan received; Riviera Utilities is willing and able to provide electric service to above referenced property.

Riviera Utilities requires a 10' easement along all side property lines and a 15' easement along all front and rear property lines. Please ensure all property plats reflect the easements.

Upon final design, Riviera Utilities will provide estimates for service fees and system installation requirements to meet all Riviera specifications. Please contact the following Riviera employees concerning costs and requirements.

Name	Department	Email
Wes Abrams	Electric	wabrams@rivierautilities.com

If you have any questions or comments, contact Riviera Utilities at 251-943-5001.

Thank you,

James Wallace



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

November 21, 2024

MARY BLACKWOOD
811 GERANIUM DR
FAIRHOPE, AL 36532

Hello MARY,

Sawgrass Consulting, LLC would like to invite you to a community meeting on Tuesday, December 3, 2024. The meeting will be held at the Lakewood Tennis Building, 6515 Battles Road, Fairhope, AL 36526 to review and discuss a single-family subdivision (Battles Trace Phase 9). Phase 9 of Battles Trace will be located to the north of Battles Trace Phase 5 and to the west of Battles Trace Phase 6.

You are being contacted due to being an adjacent property owner to the residential subdivision, and we would like the opportunity to present the preliminary plat to you and answer any questions you may have.

If you can't attend, please email any questions or concerns you have to my assistant Heather Bell at hbell@sawgrassllc.com, we can also be reached at 251-544-7900.

Thank you and we look forward to hearing from you.

Sincerely,

Timothy D. Lawley, PE
Vice President



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

November 26, 2024

TWO HANDS DESIGN AND DEVELOPMENT
23389 MAIN ST
FAIRHOPE, AL 36532

Hello TWO HANDS DESIGN,

The previous letter you received from Sawgrass inviting you to a community meeting on Tuesday, December 3, 2024 inadvertently left off the time of the meeting. The meeting will be held **at 1:30 p.m.** at the Lakewood Tennis Building, 6515 Battles Road, Fairhope, AL 36526 to review and discuss a single-family subdivision (Battles Trace Phase 9). Phase 9 of Battles Trace will be located to the north of Battles Trace Phase 5 and to the west of Battles Trace Phase 6.

You are being contacted due to being an adjacent property owner to the residential subdivision, and we would like the opportunity to present the preliminary plat to you and answer any questions you may have.

If you can't attend, please email any questions or concerns you have to my assistant Heather Bell at hbell@sawgrassllc.com, we can also be reached at 251-544-7900.

Thank you and we look forward to hearing from you.

Sincerely,

Timothy D. Lawley, PE
Vice President



Date: December 3, 2024

Time: 1:30 PM

Battles Trace Ph. 9 Community Meeting @ 6515 Battles Rd. Point Clear, AL 36535

Tim introduces himself as the Engineer of record from Sawgrass Consulting.

This is Phase 9 of Battles Trace, located on the south end of the property that's left to be developed on Twin Beach Road. Proposing 80 -90 units on 23 acres, single family residential, the only difference is there will be some townhomes and carriage houses. Square footage of the townhomes and carriages houses ranging from 1500-1800 SQ FT. The houses will be very similar to what is built in the current development.

Opened for questions

Q- Will you be using Twin Beech entrance and exit for all the construction equipment?

A-Yes, that would be the plan for the rest of the development

Q-Has this always been apart of the master plan, the carriage homes and townhomes?

A- This is what is allowed by the zoning, this was RSAs choice to go in a different direction and see how it goes.

Q-What is the purpose of this meeting other than you telling us this happening?

A- It is a requirement from the City of Fairhope for the submittal process and a chance for you to ask questions.

Q-Is there a plan for green space? Are you exceeding the green space that is required?

A- Yes, there is a lot of green space in this plan. There are 2 large green areas. We have already exceeded the green space requirements. For the entire development with the green space that has been established in previous phases.

Q-Have you done any studies for water run off?

A- Yes, were in the process of designing. We will submit complete drainage report and drainage plan.

Q- When do you plan to present this to the City?

A-The submittal deadline is in a couple of weeks, and we plan to submit before that deadline that would put that on the Planning Commission meeting Agenda.

Q- Plans for the trees, will you doze the whole area?

A- Most of the area is planted pines, yes most of the pines will be cut down.

Q- What is the height limits on townhomes? How many townhomes in each building?

A- It's the same, I'm not on the building side. Theres a 3 unit town home and a 6 unit townhome.



Q- Is that a variance that was approved?

A- No, its apart of the approved zoning already.

Q- What is a carriage house?

A- It's a smaller lot, its very similar to a townhome

Q-What is the perimeter/stand off to the adjacent properties. What's the barrier? How many feet?

A- It depends, the rear lot lines on geranium are 60-70 ft . If you go back west, the lot lines match up. We specifically designed those lots to be the exact width and dimension and style homes that are in the previous adjoining phase.

Q- So there's no buffer?

A- No

Q- Since your introducing townhomes is there going to be any new pool since there will be more people?

A- Not that is proposed in this phase, but I know there was some talk about amenities in the future phases.

Q- Will they pay the same dues and fees as the current owners?

A- I am not aware of who pays what.

Q- What is the setback along the perimeter of each property?

A-It varies, the setbacks on the actual lots are typically 5-10 ft. On the hilltop side were about 65-75 ft from the rear lines as far as exterior properties.

Q- How many more entrances?

A-There are 4 total

Q- Is there any property on the construction road in wetlands

A- No

Q- What's the time frame for construction?

A-The earliest would-be March 2025

Q- Where does it drain

A-Theres a ridge that runs through this phase a portion will drain to the lake that's out on the golf course

A portion will drain back through this big lake here which drains west and then back to the west.

The pond on the golf course was designed for everything on the east side of that ridge.

Phase 5 there was a pipe subbed out connection of this phase

Q-Do y'all have a storm water connection program for construction, to maintain the silt fences?

A- That is the responsibility of the site contractor. It will be designed for the City's and States standards, of erosion control.



Q-Does Sawgrass have a website

A- Yes, we do

Q-Why do you have a plan to build but not a plan for drainage?

A- The drainage plan is 70% complete

Q- Is Phase 9 everything north of twin beach

A- No, there's approximately 100 total left to develop, we are developing approximately 23 acres in phase 9

Q-Is there any plan to redo any recreational facilities?

A- Not in this Phase particularly, but I know it has been a discussion for the future

Q-Have you guys bought any materials?

A- We don't do the construction

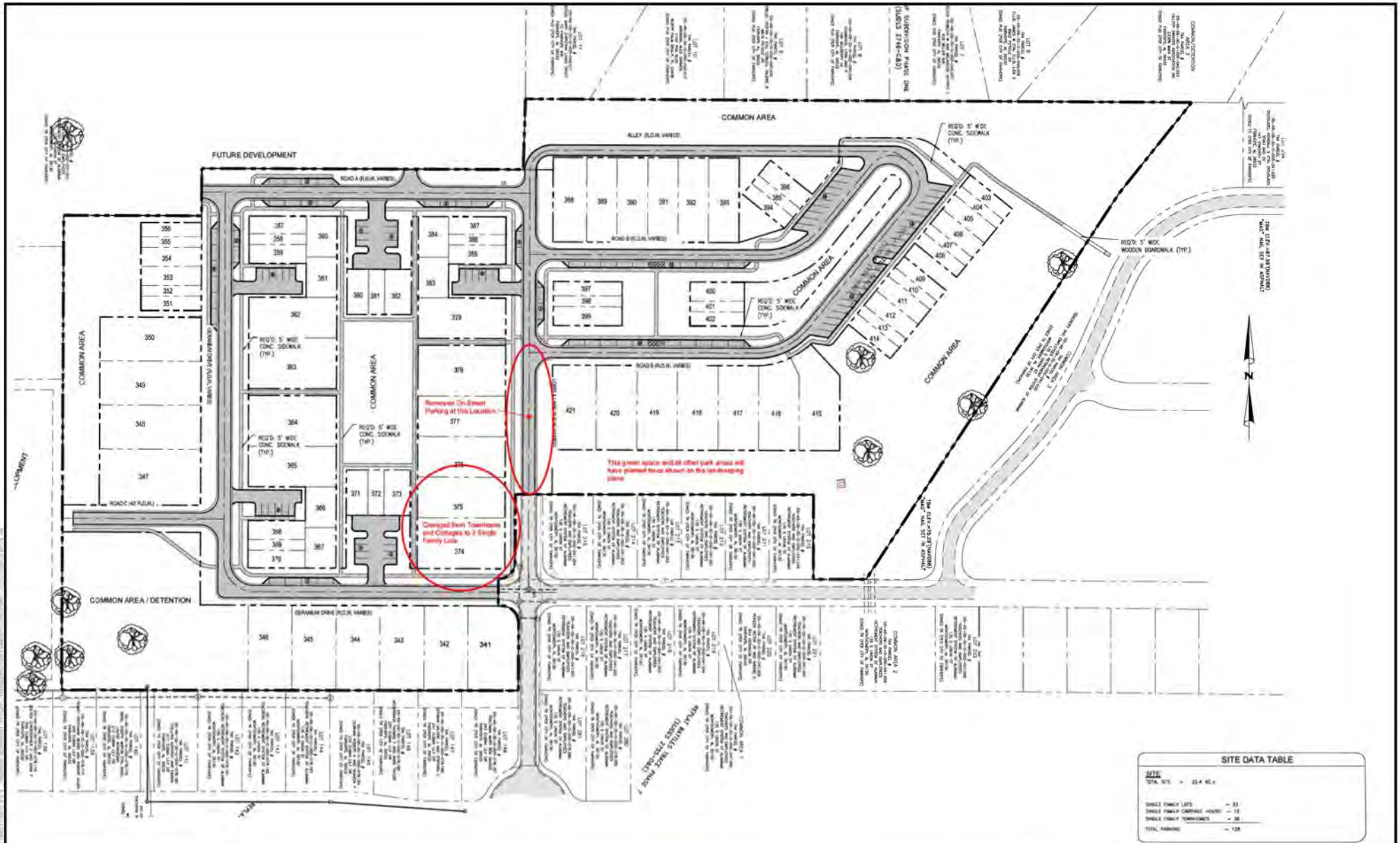
Q-Do you know who know who's doing the construction?

A- It will be bid out.

After hearing the concerns from the residents/meeting attendees. Sawgrass revised the proposed layout to eliminate 3 townhomes and on street parking located near the intersection of Geranium Dr. and Lobelia Ln. Both the original site plan (presented at the community meeting) and the revised site plan references above are attached.

ORIGINAL SITE PLAN

REVISED SITE PLAN



NUMBER	REVISION	DATE



2020-2021 1/1 "Sawgrass" (Preliminary Layout) File: 2020-2021

Project: 2020-2021

PRELIMINARY LAYOUT
BATTLES TRACE, PHASE 9
RETIREMENT SYSTEM OF ALABAMA

SCALE: 1"=40'
DATE: OCTOBER, 2024
DRAWN BY: JLC
CHECKED BY: TL
SHEET: 1 OF 1

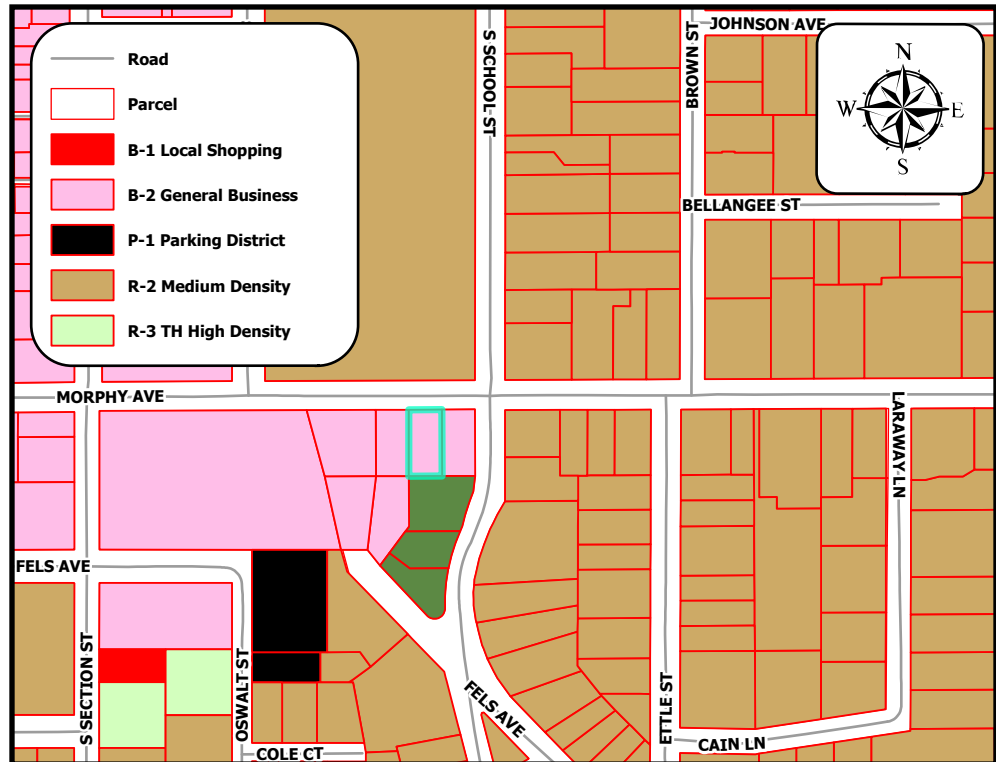
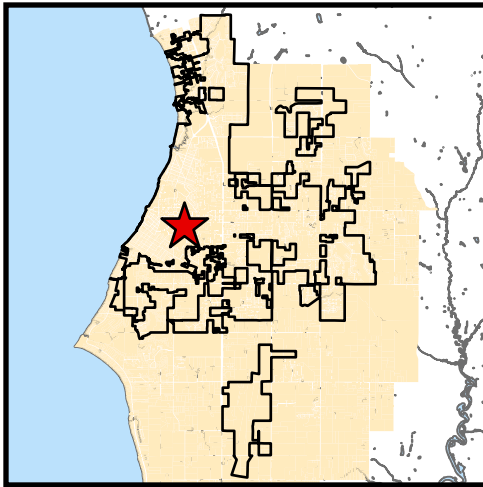
City of Fairhope

Planning Commission

March 6, 2025



SR 24.07 Staggers Mixed Use Site Plan Review



Project Name:

Staggers Mixed Use Site Plan Review

Site Data:

0.20 acres

Project Type:

Site Plan Review

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

B-2

PPIN Number:

77834

General Location:

South side of Morphy Avenue, West
side of South School Street

Surveyor of Record:

Overstreet & Assoc

Engineer of Record:

Overstreet & Assoc

Owner / Developer:

Bon Adventure Too

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approve

Prepared by:

Mike Jeffries

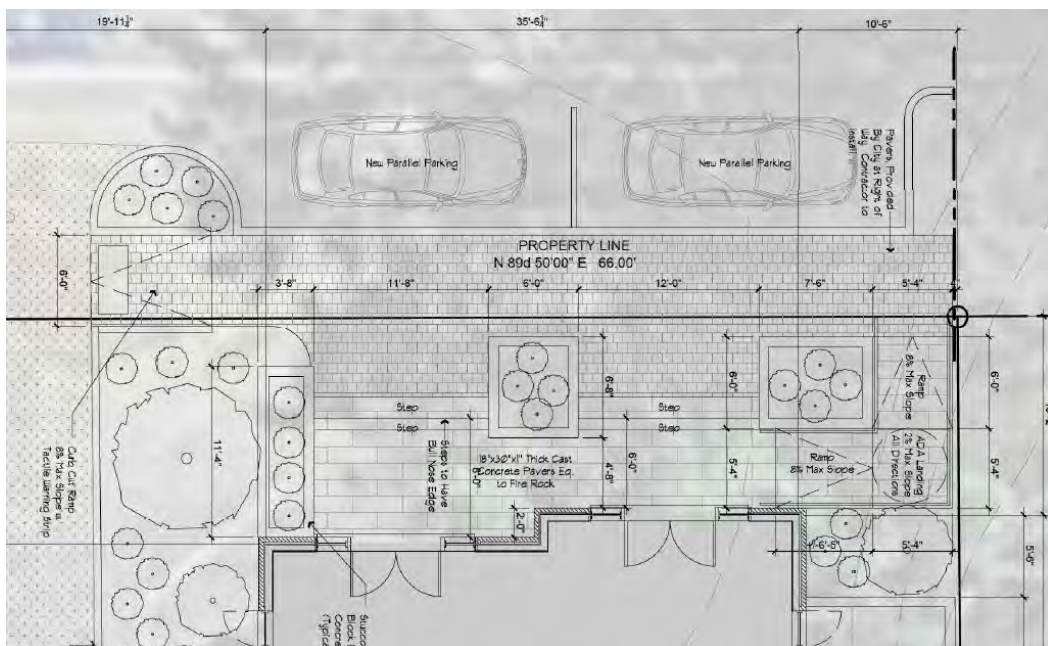


Summary of Request:

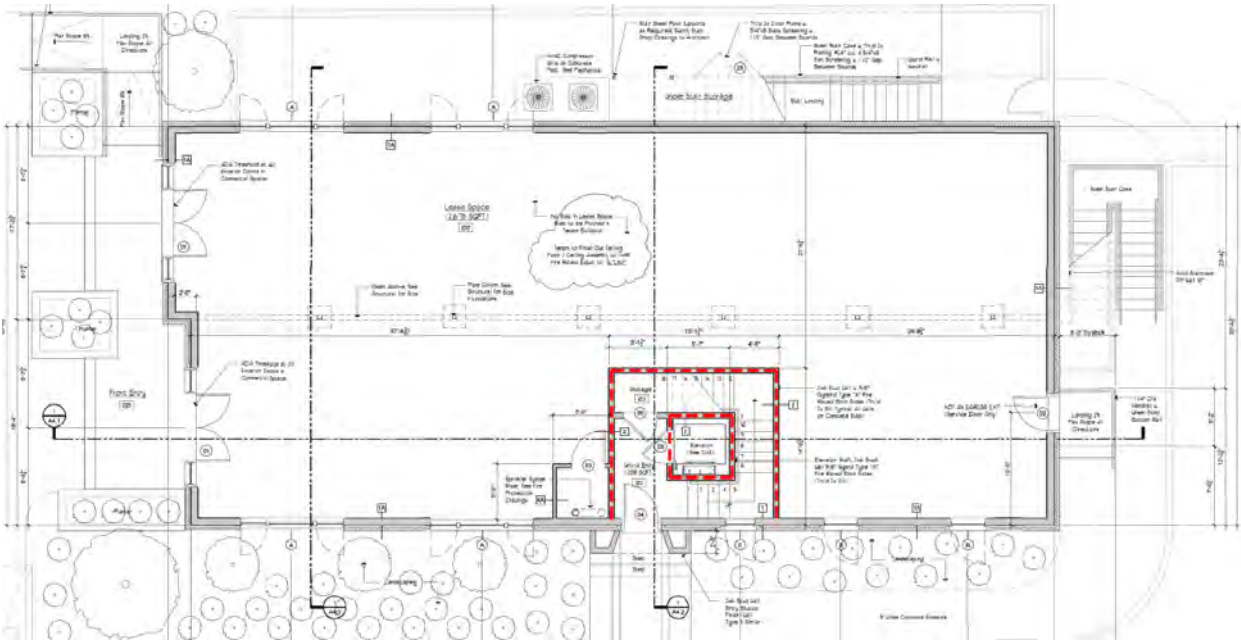
Request of the Applicant, Overstreet & Assoc., on behalf of the Owner, Bon Adventure Too, is requesting Site Plan approval of Staggers Mixed-Use Project, a 3-unit multiple occupancy project. The property is approximately 0.20 acres and is located on Morphy Avenue west of S. School Street.



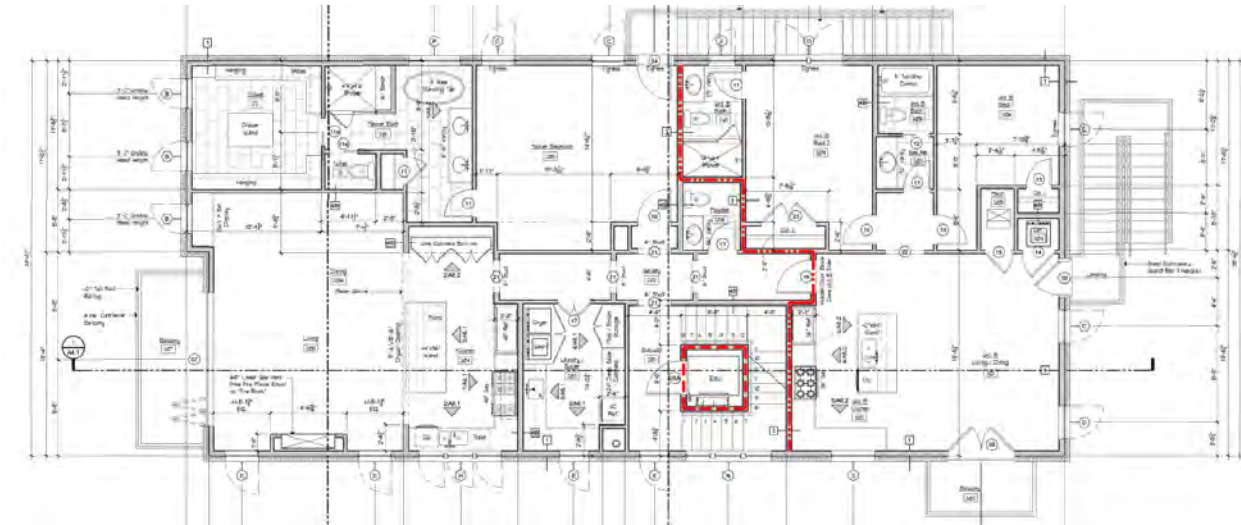
Setbacks: B-2 requires only a 20ft front setback according to Table 3-2. The CBD mostly eliminates any other setbacks and encourages non-residential buildings to be built at the right-of-way line. The proposed project provides public open space and an extension of the 6' wide sidewalk provided in the ROW.



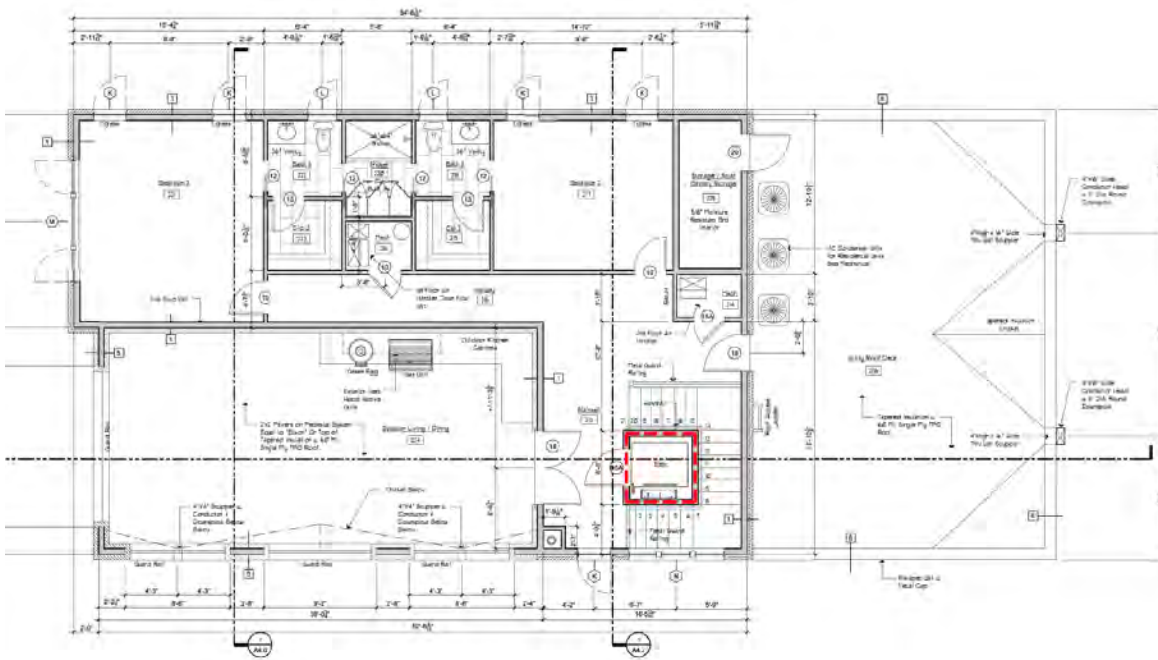
Building: Building height for the two-story structure is 39' 1". Building material proposed is painted brick. The second and third floor will be two (2) residential units. The second floor has a balcony on the front side. The building is setback from the ROW line allowing room for the balcony to be completely inside the property. Complete elevations are included in the packet.



First Floor Plan



Second Floor Plan



Third Floor Plan

Parking: **Dwelling** units must provide parking in the CBD. There are two (2) dwelling units upstairs and two (2) parking spaces are provided at the rear of the building. Two additional parking spaces are proposed in the adjacent ROW.

Sidewalks: A sidewalk is proposed in front of the building. The sidewalk is varies in width from 6' -12'. The areas 6' are due to proposed landscape islands and a transition to a handicap ramp inside the property.

Locations, intensity, and heights of exterior lights: No issues with proposed lighting plan.

Mechanical equipment: The building drops down in height towards the rear and the mechanical equipment is located on this lower roof and not visible from the street.

Dumpster location and screening: **Garbage** is city roll out bins stored on a parking pad at the rear of the building.

Stormwater and Drainage: Drainage infrastructure exists between the subject property and the adjacent property to the west (Methodist Church). A drainage and ingress/egress easement has been provided between the two properties. Water sheet flows to a trench drain between the properties and captured in inlets around the proposed building to be routed to the existing storm sewer that outfalls to south. Additional storage volume is accounted for in the new storm pipes.

Location and size of all signage: **Signage** will be reviewed at time of a sign permit submittal.

Erosion control: **Appropriate** measures, if any, will be part of the ROW and/or land disturbance permit review process.

Utilities: A utility plan was submitted and has been reviewed and approved by the appropriate providers.

ADA Requirements: ADA requirements per the Architect are met and at time of building permit will be further verified.

Traffic: A traffic study was not warranted. A private drive will be utilized to access the residential parking spaces in the rear.

Article II, Section C.2.d. (Site Plan Review Criteria)

Criteria – The application shall be reviewed based on the following criteria:

- (1) Compliance with the Comprehensive Plan; **The Comprehensive Plan puts an emphasis on the CBD to be the Regional Village Center and focal point of the City. This project adds retail *and* residential. Both of which complement the CBD.**
- (2) Compliance with any other approved planning documents; **Meets. Going vertical lessens more impervious surfaces. Utility tie ins are readily available.**
- (3) Compliance with the standards, goals, and intent of this ordinance and applicable zoning districts; **Meets**
- (4) Compliance with other laws and regulations of the City; **Meets**
- (5) Compliance with other applicable laws and regulations of other jurisdictions; **Meets**
- (6) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; **Meets. Height under maximum for CBD.**
- (7) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values; **The additional residential and retail units should not negatively impact the neighborhood.**
- (8) Overall benefit to the community; **Meets. The CBD is the original village center and needs both retail/commercial and residential units to thrive.**
- (9) Compliance with sound planning principles; **Meets. Going vertical uses empty air space while still meeting dimension requirements for the CBD.**
- (10) Compliance with the terms and conditions of any zoning approval; **Meets**
- (11) Any other matter relating to the health, safety, and welfare of the community; **Nothing noted**
- (12) Property boundaries with dimensions and setback lines; **Meets**
- (13) Location of proposed buildings and structures indicating sizes in square feet; **Meets**
- (14) Data to show percentage of lot covered with existing and proposed buildings; **Meets**
- (15) Elevations indicating exterior materials;
Front, side, and rear elevations are provided.
- (16) The locations, intensity, and height of exterior lights; **Meets**
- (17) The locations of mechanical equipment; **Meets**
- (18) Outside storage and/or display; **Meets**
- (19) Drive-up window locations (must be away from residential uses/districts and not in front of building);
n/a
- (20) Curb-cut detail and location(s); **Provided**
- (21) Parking, loading, and maneuvering areas; **Meets**
- (22) Landscaping plan in accordance with the City Landscape Ordinance; **Meets**
- (23) Location, materials, and elevation of any and all fences and/or walls; **Meets. Railing details confirmed with building permit application.**
- (24) Dumpster location and screening; and
Meets
- (25) Location and size of all signage. **Meets.**

Recommendation:

Staff recommends **approval** of case SR 24.07 Staggers Mixed Use Project.



APPLICATION FOR SITE PLAN APPROVAL

Application Type: ☒ Site Plan
Attachments: ☒ Articles of Incorporation or List all associated investors.

Date of Application: 3/28/2023

Property Owner / Leaseholder Information

Name of Property Owner: BON ADVENTURE TOO Phone Number: (251) 591-3978
Address of Property Owner: 28640 JOSEPHINE DRIVE
City: ELBERTA State: AL Zip: 36530

Proposed Site Plan Name: STAGGERS MIXED-USE PROJECT
Site Acreage: 0.20 ACRES Sq. Footage: 8,798 SQ. FT
Parcel No: 05-46-03-37-0-008-055.503 Current Zoning: B-2

Authorized Agent Information

Name of Authorized Agent: OVERSTREET & ASSOC. Phone Number: (251) 444-7150
Address: 1026 STANTON RD, SUITE B
City: DAPHNE State: AL Zip: 36526
Contact Person: ROBERT CUMMINGS

Engineer/Architect Information

Name of Firm: OVERSTREET & ASSOCIATES Phone Number: (251) 444-7150
Address: 1026 STANTON RD, SUITE B
City: DAPHNE State: AL Zip: 36526
Contact Person: ROBERT CUMMINGS

I certify that I am the property owner/leaseholder of the above described property and hereby submit this site plan to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Dr. William Stagers
Property Owner/Leaseholder Printed Name

3/28/23
Date

x [Signature]
Signature

Lee Turner, FSTC
Fairhope Single Tax Corp. (If Applicable)

President

THIS DOCUMENT WAS PREPARED BY:

CAROLYN DOHN of

STONE, GRANADE & CROSBY, P.C.
Post Office Drawer 1509
Bay Minette, AL 36507
(251) 937-2417

ARTICLES OF ORGANIZATION
OF
BON AVENTURE TOO, LLC

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 1/31/2008 12:53 PM
TOTAL \$ 45.00
4 Pages

1097769



Pursuant to the Provisions of Section 10-12-1, *et seq.* of the Code of Alabama (1975), the undersigned hereby adopt the following Limited Liability Company Articles of Organization.

ARTICLE I

Name

The name of the limited liability company is BON AVENTURE TOO, L.L.C. (the "Company").

ARTICLE II

Duration

The Company shall have a duration from the date of organization which is perpetual, unless it is dissolved and its affairs wound up prior to that date in accordance with the Alabama Limited Liability Company Act (the "Act").

ARTICLE III

Purposes

The purposes for which the Company is formed are:

- (a) To buy, sell, rent and develop real estate.
- (b) To render to others, and to engage in the business of rendering to others, consulting, advisory, administrative, industrial engineering, accounting, bookkeeping and other services of every nature, kind and character, which it may legally render;
- (c) To engage in any industrial, manufacturing, mining, mercantile, trading, agricultural, service, or other lawful business of any kind or character whatsoever;
- (d) To act as agent, representative, or receiver of any person, firm, corporation, or governmental entity or instrumentality in respect to any lawful undertaking or transaction;
- (e) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use and otherwise deal in or with, real or personal property, or any interest therein, wherever

situated, and to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of real or personal property, or any interest therein;

- (f) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporation, associations, partnerships, limited liability companies, individuals, or direct or indirect obligations of governmental entities or of any instrumentality thereof;
- (g) To lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested; and
- (h) To engage in any other lawful act or activity for which limited liability companies may be organized pursuant to the Act.

ARTICLE IV

Registered Office; Registered Agent

The location and street address of the initial registered office of the Company shall be Fairhope, Alabama, 36532 and its registered agent at such address shall be William R. Staggars, M.D. and the mailing address of its initial registered office is 101 Fairhope Court, No. 17, Fairhope, Alabama 36532.

ARTICLE V

Initial Members (and Organizer)

The name and address of the members are:

William R. Staggars, M.D.
101 Fairhope Court, No. 17
Fairhope, Alabama 36532

The name and address of the organizer is:

William R. Staggars, M.D.
101 Fairhope Court, No. 17
Fairhope, Alabama 36532

ARTICLE VI

Admission of Additional Members

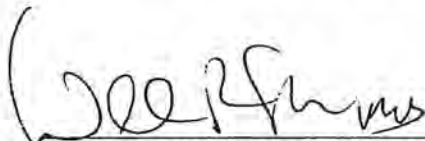
Upon the unanimous written consent of the members, the Company may permit the admission of additional members and the terms and conditions of their admission shall be set forth in the Company's Operating Agreement.

ARTICLE VII

Cessation of Membership

The cessation of membership of one or more members will not result in the dissolution of the Company.

IN WITNESS WHEREOF, these Articles have been subscribed as of the 28th day of JANUARY, 2008, by the undersigned organizer, who affirms that the statements made herein are true under the penalties of perjury.



WILLIAM R. STAGGERS, M.D.
Organizer

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Ila DeLois Spivey, a Notary Public, in and for said County in said State, hereby certify that **WILLIAM R. STAGGERS, M.D.**, 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 28th day of January, 2008.



Notary Public

My Commission Expires: 5/26/2010

October 21, 2024

City of Fairhope
Attn: Hunter Simmons
451 Pecan Ave Suite 200
Daphne, AL 36532

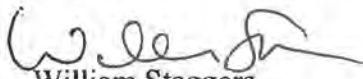
**REF: Permit Application – Morphy Ave
Proposed Mixed Use Building**

Dear Mr. Simmons:

Please be advised that Overstreet & Associates of Daphne, Alabama is hereby authorized to act as our agent for permit coordination on the above referenced permit request.

Any questions regarding this project may be directed to myself at 251-591-3978.

Sincerely,


William Staggers
Owner

SR 24.07
OCT 22 2024
CB

PREPARED FOR
LeBATARD ARCHITECTS PLLC
311 EASTVIEW DRIVE
BILOXI, MISSISSIPPI 39531

SHEET NO.	DESCRIPTION
C1	COVER AND INDEX SHEET
C2	EXISTING CONDITIONS/DEMOLITION PLAN
C2.1	TREE SURVEY (OMITTED)
C3	GENERAL AND EROSION CONTROL NOTES
C4	OVERALL SITE PLAN
C5	SITE PLAN AERIAL
C6	GRADING AND DRAINAGE PLAN
C7	EROSION CONTROL PLAN
C8	GEOMETRIC CONTROL PLAN
C9	UTILITY PLAN
C10	EROSION CONTROL DETAILS
C11	UTILITY DETAILS
C12	CONSTRUCTION DETAILS

THE SUBJECT PROPERTY IS SHOWN OF FEMA
FIRM MAP NO. 01003C0644 M DATED 04/019/2019.
THIS SITE IS SHOWN TO BE IN FLOOD ZONE
"X UNSHADED".

THE ENGINEER AND SURVEYOR MAKE NO GUARANTEE THAT UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, THE ENGINEER AND SURVEYOR MAKE NO WARRANTY THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED IN THESE PLANS. CONTRACTOR IS TO HAVE ALL UNDERGROUND UTILITIES FIELD MARKED PRIOR TO EXCAVATION CALL AL-811.



MUNICIPALITY	CITY OF FAIRHOPE
PARCEL ID:	05-46-03-37-0-008.055.503
TOTAL ACREAGE	0.20 AC
ZONING	B2-GENERAL BUSINESS DISTRICT
BUILDING SETBACKS	FRONT: 0'
	SIDE INTERIOR/DRIVEWAY SIDE: 0'
	SIDE STREET: 0'
	REAR: 0'

ALL UTILITY SPECIFICATIONS OF THE FAIRHOPE PUBLIC UTILITIES SHALL BE MET.

LEBATARD
ARCHITECTURE, PLLC
311 EASTVIEW DRIVE, BILOXI MS 39531
228-388-5099 www.leb-arc.com

NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY

STAGGER'S MIXED USE

AWING ISSUE DATE:
NOV.26, 2024

COVER
SHEET

ET NUMBER

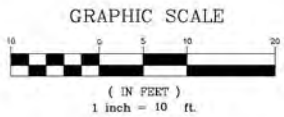
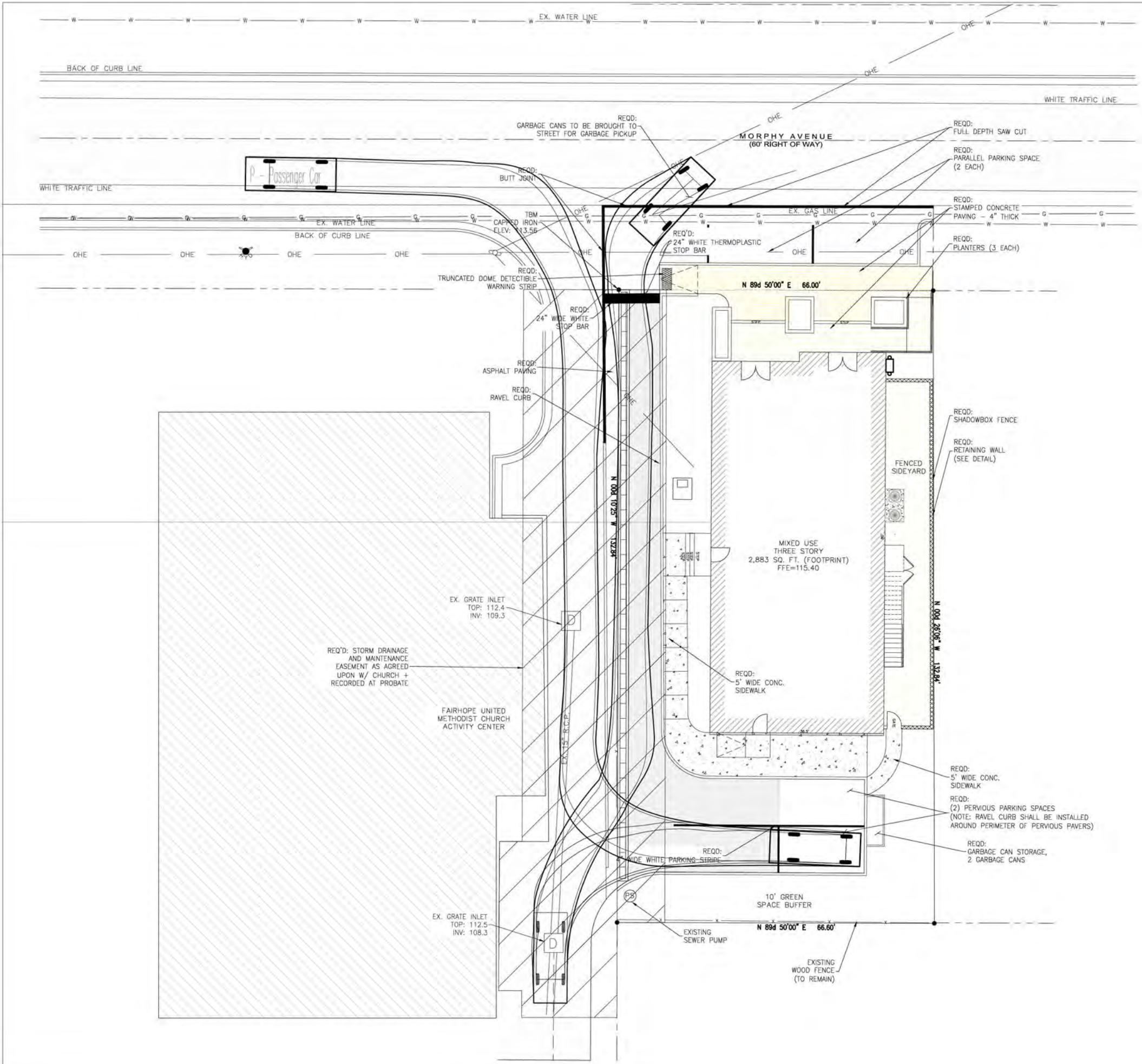
1



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

161 Lameuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150

Q:\docs\1264 - Lebatard - Fairhope Site\50 DRAFTING\B-SHEETS\C4-1264-MORPHY AVE-SITE PLAN.dwg



LEGEND

- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED DRAINAGE PIPE
- PROPOSED DOUBLE S-INLET
- PROPOSED SINGLE S-INLET
- PROPOSED JUNCTION BOX
- PROPOSED MANHOLE
- PROPOSED SEWER PIPE
- PROPOSED SIGN
- PROPOSED FENCE
- PROPOSED EASEMENT BOUNDARY

SITE DATA	
TOTAL LOT AREA	8798 SQ. FT. (0.20 AC)
PARCEL NUMBER	05-45-03-37-0-008-055,503
OWNER INFORMATION	WILLIAM R. STAGGERS 28640 JOSEPHINE DRIVE ELBERTA, AL 36530
NUMBER OF BUILDINGS	1
TOTAL BUILDING SQ. FT.	3,000 SQ. FT.
BUILDING COVERAGE	34.10%
BUILDING HEIGHT	38.50 FT
TOTAL PARKING REQUIRED	0 SPACES
TOTAL PARKING PROVIDED	6 SPACES
LANDSCAPED AREA REQUIRED	20% (19,701 SQ. FT.)
LANDSCAPED AREA PROVIDED	46% (22,505 SQ. FT.)
TOTAL UNITS	3
DENSITY	1.11 UNITS PER ACRE
PROPERTY USE	MIXED USE
CURRENT ZONING	B2

SETBACKS	
FRONT	0
SIDE	0
REAR	0

UTILITY PROVIDERS	
WATER	FAIRHOPE UTILITIES
SEWER	FAIRHOPE UTILITIES
ELECTRICITY	FAIRHOPE UTILITIES
GAS	FAIRHOPE UTILITIES
TELECOMMUNICATIONS	AT&T
GARBAGE	CITY OF FAIRHOPE

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF BALDWIN

LOT 3, GREEN ROAD PROFESSIONAL VILLAGE, A PLANNED UNIT DEVELOPMENT, AS RECORDED ON SLIDE NO. 2086-E OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA

UTILITY NOTE
UTILITY LOCATIONS WERE OBTAINED VIA TOPOGRAPHIC SURVEY AND AL 811 LINE LOCATES. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO EXCAVATION. THE RESPECTIVE UTILITY PROVIDERS ARE REQUIRED TO BE NOTIFIED 48 HOURS PRIOR TO ANY LAND DISTURBING ACTIVITIES.

SITE AREA TABLE	
TOTAL SITE AREA	8795 SQ. FT. (0.20 AC)
PRE-DEV IMPERVIOUS AREA	7,390 SQ. FT. (0.17 AC)
PRE-DEV GRAVEL AREA	1,327 SQ. FT. (0.03 AC)
PRE-DEV PERVIOUS AREA	39,789 SQ. FT. (0.91 AC)
POST-DEV IMPERVIOUS AREA	19,435 SQ. FT. (0.45 AC)
POST-DEV GRAVEL AREA	0 SQ. FT. (0.00 AC)
POST-DEV PERVIOUS AREA	29,071 SQ. FT. (0.67 AC)
NET INCREASE IN IMPERVIOUS AREA	12,045 SQ. FT. (62%)



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

161 Lorneuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150

LEBATARD
ARCHITECTURE, PLLC

311 EASTVIEW DRIVE, BILOXI, MS 39531
228-385-5099
WWW.LO-REC.COM

DOCUMENTS FOR BIDDING ONLY

NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY

DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT
STAGGER'S MIXED USE

DRAWING ISSUE DATE:
NOV. 26, 2024

REVISION

SHEET TITLE

**SITE
PLAN**

SHEET NUMBER

C4

THE DRAWINGS, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CLAIM ALL RIGHTS OF THE COPYRIGHT LAWS. © COPYRIGHTED MATERIAL

O:\docs\1264 - Lebatard - Lebatard - Fairhope Site\50 DRAFTING\B-SHEETS\C5-1264-MORPHY AVE-AERIAL SITE PLAN.dwg



GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft

- LEGEND
- PROPOSED ASPHALT
 - PROPOSED CONCRETE
 - PROPOSED DRAINAGE PIPE
 - PROPOSED DOUBLE S-INLET
 - PROPOSED SINGLE S-INLET
 - PROPOSED JUNCTION BOX
 - PROPOSED MANHOLE
 - PROPOSED SEWER PIPE
 - PROPOSED SIGN
 - PROPOSED FENCE



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

161 Lameuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150

THE DRAWINGS, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CLAIM ALL RIGHTS OF THE COPYRIGHT LAWS. © COPYRIGHTED MATERIAL.

**LEBATARD
ARCHITECTURE, PLLC**
311 EASTVIEW DRIVE, BILOXI, MS 39531
228-385-5099
WWW.LB-ARC.COM

DOCUMENTS FOR BIDDING ONLY
**NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY**
DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT
STAGGER'S MIXED USE

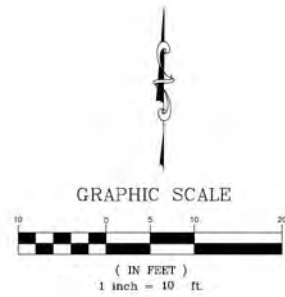
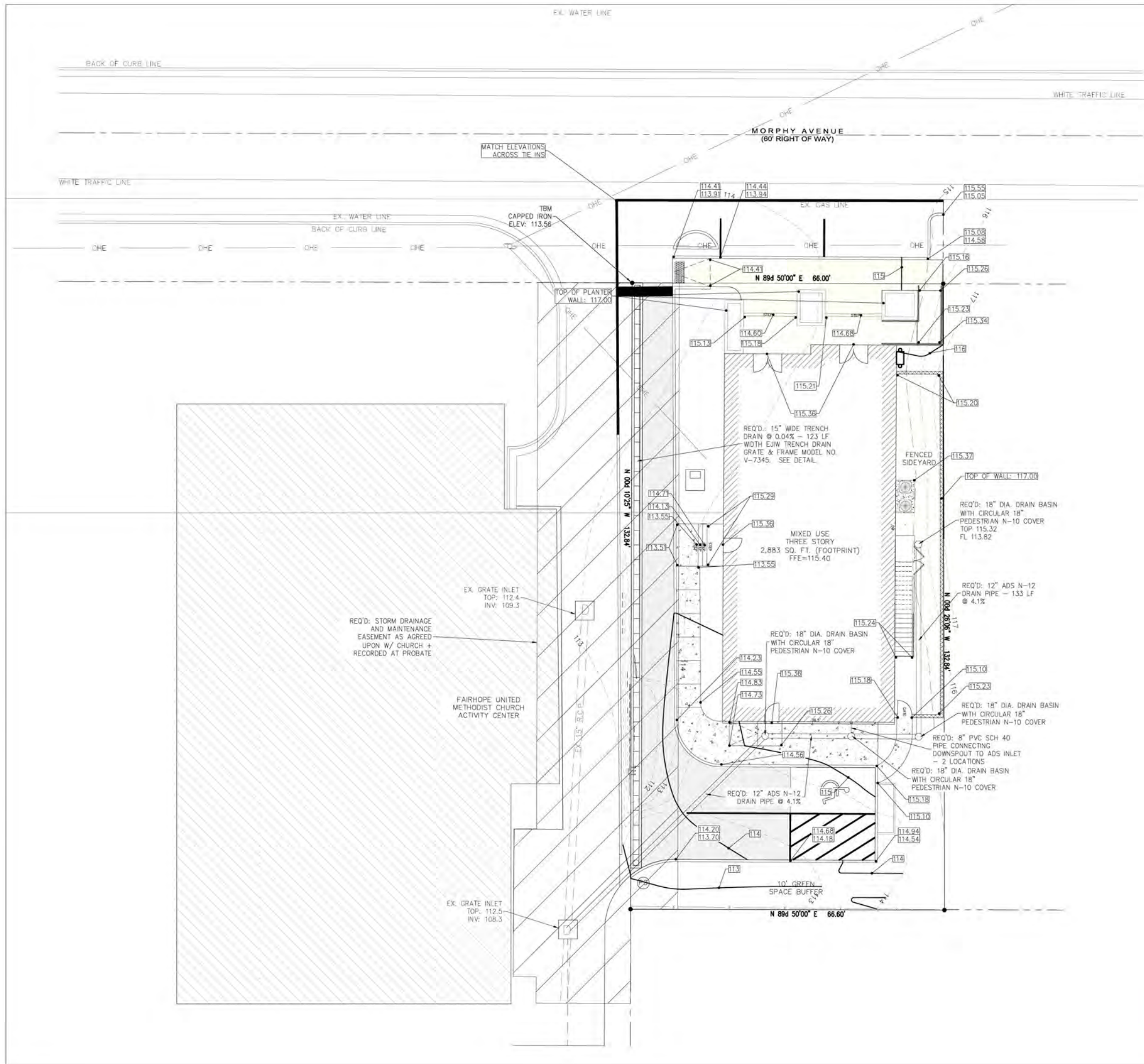
MORPHY AVENUE, FAIRHOPE AL 36532

DRAWING ISSUE DATE:
NOV.26, 2024
REVISION

SHEET TITLE
**AERIAL
SITE
PLAN**

SHEET NUMBER
C5

Q:\docs\1264 - Lebatard - Fairhope Site\50 DRAFTING\B-SHEETS\C6-1264-MORPHY AVE-CRADING & DRAINAGE PLAN.dwg



- LEGEND**
- EXISTING ASPHALT
 - PROPOSED ASPHALT
 - PROPOSED CONCRETE
 - PROPOSED DRAINAGE PIPE
 - PROPOSED RIP RAP
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPERTY LINE
 - SETBACK LINE
 - EXISTING SPOT ELEVATION
 - PROPOSED SPOT ELEVATION
 - FLOW ARROW
 - EXISTING STORM PIPE

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

161 Lameuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150

LEBATARD
ARCHITECTURE, PLLC

311 EASTVIEW DRIVE, BILOXI, MS 39531
228-585-5099 www.la-arc.com

DOCUMENTS FOR RECORD ONLY

NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY

DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT

STAGGER'S MIXED USE

MORPHY AVENUE, FAIRHOPE AL 36532

DRAWING ISSUE DATE:
NOV.26, 2024

REVISION

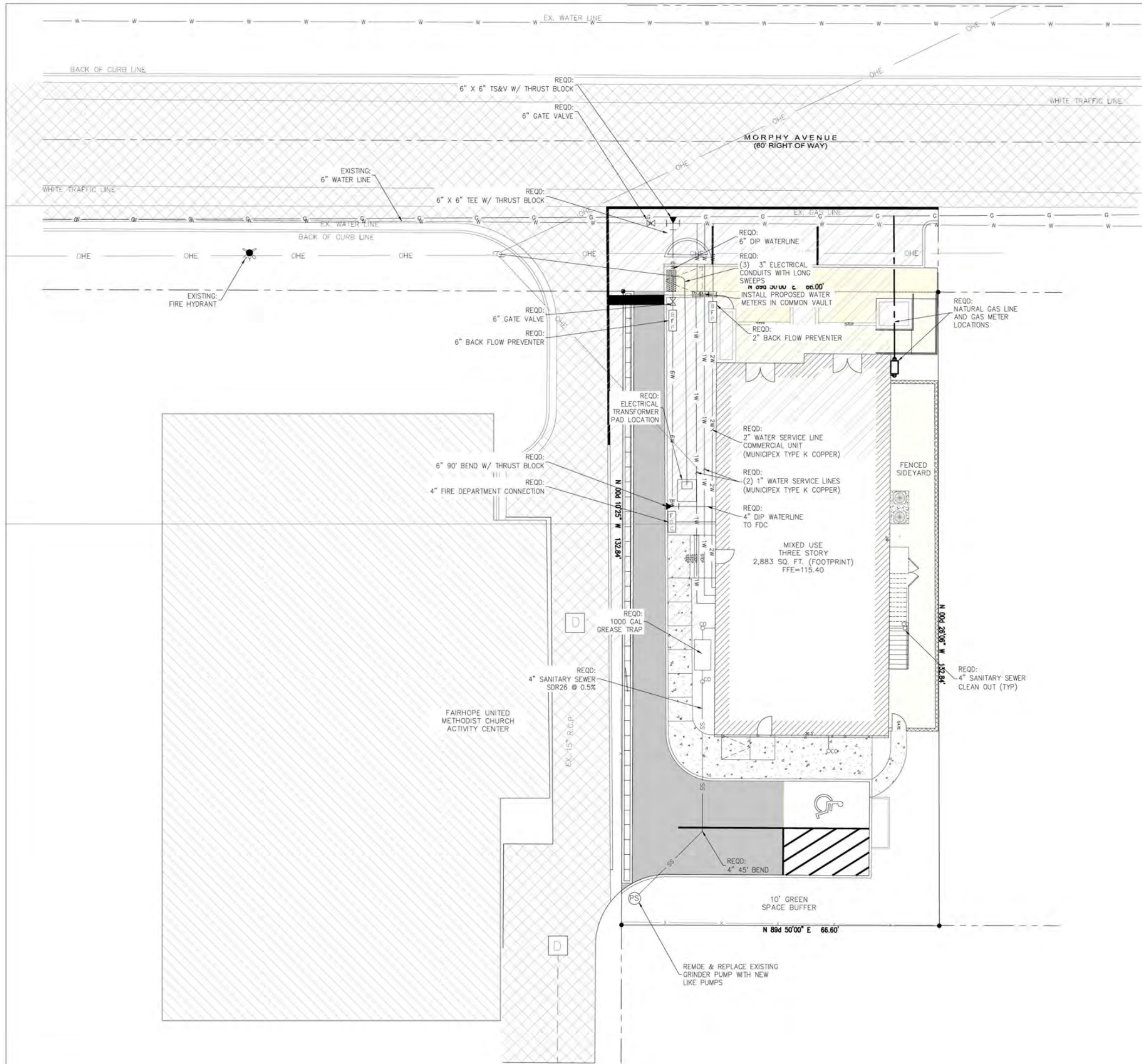
SHEET TITLE

GRADING & DRAINAGE PLAN

SHEET NUMBER

C6

O:\docs\1264 - Lebatard - Lebatard - Fairhope Site\50 DRAFTING\B-SHEETS\C9-1264-MORPHY AVE-UTILITY PLAN.dwg



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

161 Lameuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft

LEGEND

- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE

- POWER PLAN
- POWER PEDESTAL
- LIGHT POLE
- SEWER MANHOLE
- DRAINAGE STRUCTURE
- PVC FIBER MARKER
- FLOW ARROW

- DITCH FLOW
- SEWER MAIN
- OVERHEAD POWER LINE
- FIBER OPTIC LINE

**LEBATARD
ARCHITECTURE, PLLC**

311 EASTVIEW DRIVE, BILOXI, MS 39531
228-385-5099
WWW.LBATARD.COM

DOCUMENTS FOR BIDDING ONLY
**NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY**

DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT
STAGGER'S MIXED USE

MORPHY AVENUE, FAIRHOPE AL 36532

DRAWING ISSUE DATE:
NOV. 26, 2024

REVISION

SHEET TITLE

**UTILITY
PLAN**

SHEET NUMBER

C9

THE DRAWINGS, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CLAIM ALL RIGHTS OF THE COPYRIGHT LAWS. © COPYRIGHTED MATERIAL.



STAGGER'S MIXED USED BUILDING

FAIRHOPE, ALABAMA

456 MORPHY AVENUE
FAIRHOPE, ALABAMA 36532

LEBATARD
ARCHITECTURE, PLLC
311 EASTVIEW DRIVE, BILOXI, MS 39531
228-885-5095
WWW.LB-AC.COM



PROJECT
STAGGER'S MIXED USE
456 MORPHY AVENUE, FAIRHOPE, AL 36532

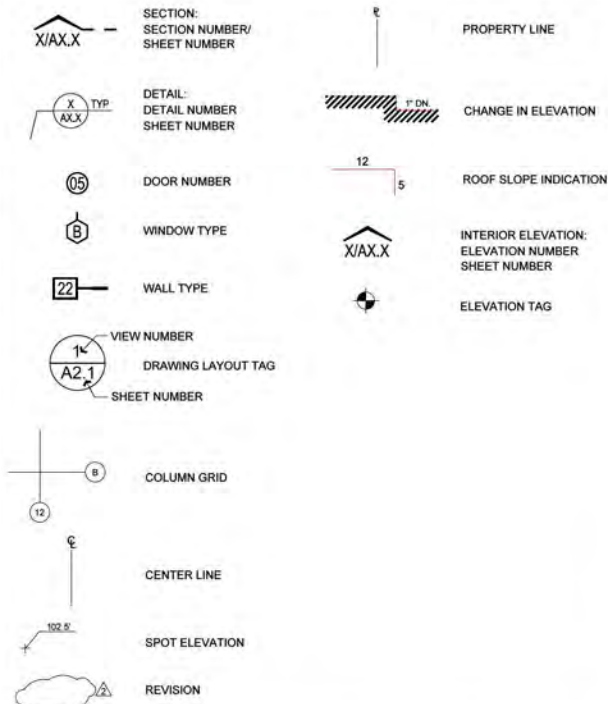
DRAWING ISSUE DATE:
September 19, 2024
REVISION

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T1.0

ARCHITECTURAL SYMBOLS		AREA CALCULATIONS		DRAWING INDEX			
 SECTION: SECTION LETTER SHEET NUMBER  DETAIL: DETAIL NUMBER SHEET NUMBER  DOOR NUMBER  WINDOW TYPE  ROOM NUMBER  ELEVATION TAG  SPOT ELEVATION  REVISION  PROPERTY LINE  SHEET LAYOUT: VIEW NUMBER SHEET NUMBER  COLUMN GRID  CENTER LINE  EXTERIOR ELEVATION: ELEVATION LETTER SHEET NUMBER  NEW CONTOUR LINE  EXISTING CONTOUR LINE  AS NOTED  CHANGE IN ELEVATION  ROOF SLOPE INDICATION	HEATED & COOLED PORCH AREAS / UNCONDITIONED UNDER ROOF - TOTAL SQFT 7,049 SQFT 832 SQFT 7,881 SQFT	TITLE SHEETS T1.0 TITLE PAGE, AREA CALCULATIONS, INDEX OF SHEETS T1.1 GENERAL NOTES / SUBMITTALS CIVIL C1 CIVIL TITLE SHEET (SEE ADDENDA #1) C2 EXISTING CONDITIONS PLAN (SEE ADDENDA #1) C2.1 TREE SURVEY (SEE ADDENDA #1) C3 GENERAL NOTES (SEE ADDENDA #1) C4 SITE PLAN (SEE ADDENDA #1) C5 SITE PLAN AERIAL (SEE ADDENDA #1) C6 GRADING & DRAINAGE PLAN (SEE ADDENDA #1) C7 UTILITY PLAN (SEE ADDENDA #1) C8 EROSION CONTROL PLAN (SEE ADDENDA #1) C9 EROSION CONTROL DETAILS (SEE ADDENDA #1) C10 WATER DETAILS (SEE ADDENDA #1) C11 GRAVITY SEWER DETAILS (SEE ADDENDA #1) C12 CONSTRUCTION DETAILS (SEE ADDENDA #1) C13 LANDSCAPING PLAN (SEE ADDENDA #1) C14 PHOTOMETRIC PLAN (SEE ADDENDA #1) STRUCTURAL S1.0 FOUNDATION PLAN S1.1 FOUNDATION DETAILS S2.0 GROUND FLOOR CEILING FRAMING PLAN S2.1 SECOND FLOOR CEILING FRAMING PLAN S2.2 FRAMING DETAILS S3.0 ROOF FRAMING PLAN LIFE SAFETY LS1 BUILDING CODE REVIEW / LIFE SAFETY PLAN ARCHITECTURAL A0.1 ARCHITECTURAL SITE PLAN A1.0 GROUND FLOOR PLAN / WALL TYPES A1.1 SECOND FLOOR PLAN / ELEVATOR INFO A1.2 THIRD FLOOR PLAN A1.3 ROOF PLAN A1.4 DOOR SCHEDULE A1.5 WINDOW SCHEDULE A3.0 EXTERIOR ELEVATIONS A3.1 EXTERIOR ELEVATIONS A4.0 BUILDING SECTION / DETAILS A4.1 BUILDING SECTION / DETAILS A4.2 BUILDING SECTION / DETAILS A5.0 ROOM FINISH SCHEDULE A6.0 MILL WORK ELEVATIONS A6.1 MILL WORK ELEVATIONS MECHANICAL M1.0 HVAC SCHEDULES AND NOTES M2.0 FIRST FLOOR HVAC PLAN M2.1 SECOND FLOOR HVAC PLAN M2.2 THIRD FLOOR HVAC PLAN M3.0 BUILDING SECTION HVAC PLAN PLUMBING P1.0 PLUMBING SCHEDULE & NOTES P2.0 FIRST FLOOR PLUMBING PLAN P2.1 SECOND FLOOR PLUMBING PLAN P2.2 THIRD FLOOR PLUMBING PLAN P3.0 FIRST FLOOR SANITARY WASTE PLAN P3.1 SECOND FLOOR SANITARY WASTE PLAN P3.2 THIRD FLOOR SANITARY WASTE PLAN P4.0 PLUMBING RISER ELECTRICAL E1.0 ELECTRICAL LEGENDS E101 POWER PLAN E1.1 ELECTRICAL SPECIFICATIONS E2.0 NEW WORK SITE PLAN E3.0 GROUND FLOOR LIGHTING PLAN E3.1 GROUND FLOOR POWER PLAN E3.2 GROUND FLOOR MECHANICAL E4.0 SECOND FLOOR LIGHTING PLAN E4.1 SECOND FLOOR POWER PLAN E4.2 SECOND FLOOR MECHANICAL E5.0 THIRD FLOOR LIGHTING PLAN E5.1 THIRD FLOOR POWER PLAN E5.2 THIRD FLOOR MECHANICAL E6.0 SINGLE LINE RISER DIAGRAMS E6.1 LIGHTING FIXTURE / MECH SCHEDULES E6.2 PANEL INFORMATION SCHEDULES					
ZONING INFORMATION BUILDING CODE: 2018 IBC TYPE OF CONSTRUCTION: IIIB NO. OF STORIES: 3 STORY (39'-10" TOP OF PARAPET) SPRINKLED: YES OCCUPANCY TYPE: MIXED USE (B-BUSINESS / R3-RESIDENTIAL) OCCUPANT LOAD: 34 PERSON TOTAL							

DRAWING SYMBOL LEGEND



REQUIRED SHOP DRAWINGS

GENERAL NOTE: THE FOLLOWING LIST OF REQUIRED SHOP DRAWING SUBMITTALS IS FOR REFERENCE PURPOSES ONLY AND DOES NOT NECESSARILY REPRESENT THE ENTIRE SCOPE OF SHOP DRAWINGS REQUIRED FOR THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO THOROUGHLY INVESTIGATE AND REVIEW THE INCLUDED SPECIFICATIONS FOR THIS PROJECT AND PROVIDE ALL NECESSARY AND REQUIRED SHOP DRAWINGS INDICATED THEREIN. THEY MUST BE DELIVERED TO THE ARCHITECT'S OFFICE IN A TIMELY MANNER FOR HIS PROPER REVIEW, WHICH SET FORTH BY THE GENERAL CONDITIONS OF THE CONTRACT.

1. METAL PAN STAIRS
2. MILLWORK
3. CASEWORK
4. DOOR CASINGS
5. WINDOW CASINGS
6. HANDRAILS
7. GUARDRAILS
8. EXTERIOR COLUMNS
9. INTERIOR COLUMNS
10. METAL FLASHING
11. TRUSSES
12. STEEL STAIR CASES

REQUIRED SUBMITTALS

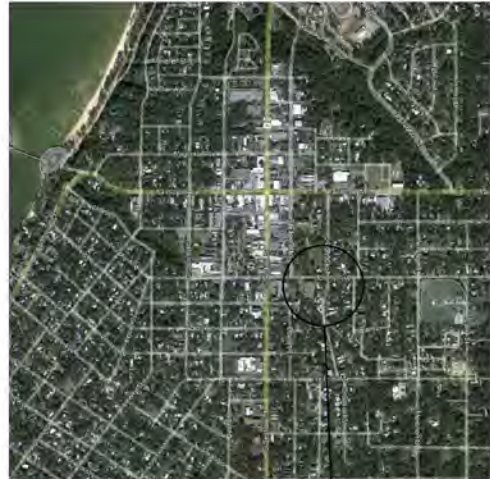
GENERAL NOTE: THE FOLLOWING LIST OF REQUIRED PRODUCT SUBMITTALS IS FOR REFERENCE PURPOSES ONLY AND DOES NOT NECESSARILY REPRESENT THE ENTIRE SCOPE OF PRODUCT SUBMITTALS REQUIRED FOR THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO THOROUGHLY INVESTIGATE AND REVIEW THE INCLUDED SPECIFICATIONS FOR THIS PROJECT AND PROVIDE ALL NECESSARY AND REQUIRED PRODUCT SUBMITTALS INDICATED THEREIN. THEY MUST BE DELIVERED TO THE ARCHITECT'S OFFICE IN A TIMELY MANNER FOR HIS PROPER REVIEW, WHICH SET FORTH BY THE GENERAL CONDITIONS OF THE CONTRACT.

1. CONCRETE BATCH MIX
2. TERMITE TREATMENT
3. CONCRETE CYLINDER COMPACTION TEST
4. CONCRETE SLUMP TEST
5. MILLWORK
6. CASEWORK
7. REINFORCEMENT STEEL
8. STRUCTURAL STEEL
9. ROOFING
10. ACOUSTIC CEILING
11. GYPBOARD
12. METAL STUDS
13. BUILDING INSULATION
14. INTERIOR AND EXTERIOR DOORS
15. WINDOWS
16. GYPBOARD SUSPENSION SYSTEM
17. STUCCO
18. EIFS
19. MASONRY
20. TRUSSES

PROJECT GENERAL NOTES

1. THIS DOCUMENT INDICATES THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPT, THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL, MECHANICAL AND ELECTRICAL SYSTEMS. AS SCOPE DOCUMENTS, THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL ITEMS REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED, THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. DECISIONS OF THE ARCHITECT AS TO THE ITEMS OF WORK REASONABLY INCLUDED WITHIN THE SCOPE OF THIS DOCUMENT SHALL BE FINAL AND BINDING ON THE CONTRACTOR.
2. CONTRACTOR SHALL VERIFY ALL DIMENSION AND SITE CONDITIONS BEFORE ORDERING ANY MATERIALS OR BEGINNING ANY CONSTRUCTION AND SHALL REPORT HIS/HER FINDINGS TO THIS ARCHITECT.
3. CONTRACTOR SHALL INSURE THAT ALL SURFACE DRAINAGE WILL NOT RUN ON TO ADJACENT PROPERTIES, AND WILL DRAIN AWAY FROM STRUCTURE.
4. PLUMBING CONTRACTOR TO INSURE THAT ALL NATIONAL AND LOCAL CODES ARE ADHERED TO. PLUMBING CONTRACTOR SHALL PROVIDE ALL MATERIAL AND EQUIPMENT FOR A COMPLETE WORKING PLUMBING SYSTEM. CONNECTION TO COUNTY SEWAGE IS A PART OF THE PLUMBING CONTRACTOR'S CONTRACT.
5. NOTHING IN THESE DOCUMENTS SHALL IMPOSE LIABILITY ON THE ARCHITECT/ENGINEER FOR CLAIMS, LAWSUITS, EXPENSES OR DAMAGES ARISING FROM, OR IN ANY MANNER RELATED TO THE EXPOSURE TO, OR THE HANDLING, MANUFACTURE OR DISPOSAL OF ASBESTOS, ASBESTOS PRODUCTS, OR HAZARDOUS WASTE IN ANY OF ITS VARIOUS FORMS, AS DEFINED BY THE ENVIRONMENTAL PROTECTION AGENCY. CONTRACTOR SHALL IDENTIFY AND NOTIFY THE OWNER AND ARCHITECT OF THE PRESENCE OF ASBESTOS OR OTHER SUSPECTED HAZARDOUS MATERIALS BEFORE INITIATING THE DEMOLITION OF SAME, AT WHICH TIME APPROPRIATE IDENTIFICATION AND REMOVAL OF SUCH SUSPECTED MATERIALS BY A LICENSED AND APPROVED CONTRACTOR SHALL COMMENCE. METHOD AND COSTS OF REMOVAL SHALL BE APPROVED AND PAID FOR DIRECTLY BY THE OWNER.
6. DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF THIS ARCHITECT WHETHER THE PROJECT FOR WHICH THEY WERE PREPARED IS EXECUTED AND CONSTRUCTED OR NOT. THESE DOCUMENTS ARE NOT TO BE REPRODUCED IN ANY FORM AND THEY ARE NOT TO BE USED BY THE PROJECT OWNER NOR ANY OTHER ENTITY ON ANY OTHER PROJECTS OR FOR ANY EXTENSIONS OR ADDITIONS OR ALTERATIONS TO THE ORIGINAL PROJECT EXCEPT BY WRITTEN AUTHORIZATION AND PERMISSION FROM AND AGREEMENT WITH THIS ARCHITECT.
7. THESE DOCUMENTS APPLY TO THE INTERIOR LAYOUT AND CONSTRUCTION OF THIS BUILDING ONLY.
8. THE INTERIOR OF THIS BUILDING IS TO HAVE AN AUTOMATIC FIRE EXTINGUISHING SYSTEM INSTALLED. REFER TO PLANS AND SPECIFICATIONS DESIGNED AND PROVIDED BY THE FIRE EXTINGUISHING SYSTEM PROVIDER. ALL LOCAL CODES REGARDING THESE SYSTEMS ARE TO BE COMPLIED WITH.
9. INTERIOR PARTITIONS, DOORS, FINISHES ETC. SHALL COMPLY WITH LOCAL CODES FOR FIRE AND BUILDING REQUIREMENTS.
10. THE CONTRACTOR AND ALL WORK, INCLUDING MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE REQUIREMENTS OF ALL LOCAL BUILDING CODES, LAWS, ORDINANCES, AND THE LOCAL IMPLEMENTS OF THE INTERNATIONAL BUILDING CODE AS SHOWN IN THE "PROJECT INFORMATION AND CODE ANALYSIS" SECTION.
11. THE GENERAL CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BIDDING (IF PROJECT IS BID) OR PRIOR TO NEGOTIATION (IF PROJECT IS NEGOTIATED) AND SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO BEGINNING CONSTRUCTION OR WORK OF ANY KIND. SHOULD ANY CONDITION ARISE WHERE THERE IS A DISCREPANCY BETWEEN THE DRAWINGS AND FIELD CONDITIONS, THE ARCHITECTS SHALL BE NOTIFIED IMMEDIATELY AND BEFORE ANY CONSTRUCTION BEGINS.
12. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY OF ALL PARTIES PRESENT ON THE JOB SITE IS THE GENERAL CONTRACTOR'S SOLE RESPONSIBILITY.
13. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OF PLANS FOR BID PURPOSES (IF PROJECT IS BID) PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT.
14. UNDER NO CIRCUMSTANCE SCALE ANY DRAWINGS IN THIS SET. ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN ON PLANS, SECTIONS, AND DETAILS.
15. ALL OMISSIONS AND CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY BEFORE PROCEEDING WITH ANY WORK SO INVOLVED. NO CHANGES ARE TO BE MADE UNLESS AUTHORIZED BY THE OWNER OR ARCHITECT IN WRITING.
16. THE ARCHITECT'S REVIEW OF SHOP DRAWINGS SHALL NOT RELIEVE THE GENERAL CONTRACTOR FROM RESPONSIBILITY FOR DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS UNLESS HE HAS (IN WRITING) CALLED THE ARCHITECT'S ATTENTION TO SUCH DEVIATIONS AT THE TIME OF SUBMISSION, NOR SHALL IT RELIEVE HIM OF RESPONSIBILITY FOR ERRORS OF ANY SORT IN THE SHOP DRAWINGS.
17. THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL KEEP THE PROJECT AREA AND SURROUNDING AREA FREE FROM DUST NUISANCE. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR POLLUTION CONTROL STANDARDS AND REGULATIONS OF THE STATE DEPARTMENT OF HEALTH.
18. CONSTRUCTION DEBRIS AND WASTES SHALL BE DEPOSITED AT AN APPROPRIATE SITE. THE CONTRACTOR SHALL INFORM THE ENGINEER OF THE LOCATION OF THE DISPOSAL SITE. THE DISPOSAL SITE MUST ALSO FULFILL THE REQUIREMENTS OF THE LOCAL ORDINANCES.
19. EVERY EXIT DOOR SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE.
20. THIS PROJECT SHALL MEET ALL THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT.
21. FIRE EXTINGUISHERS AND CABINETS SHALL COMPLY TO NFPA STANDARDS.
22. DIMENSION LOCATIONS FOR LIGHTING FIXTURES, EQUIPMENT, ACCESSORIES, ETC. ARE BASED ON THE ARCHITECT'S SELECTED MANUFACTURER AND PRODUCTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE DIMENSIONS ON ANY PRODUCT THAT IS SUBSTITUTED.
23. ALL THROUGH PENETRATIONS THROUGH RATED FLOORS, WALLS, CEILINGS, ETC. MUST BE PROTECTED WITH FIRE SEALANT OR FIRESTOP ACCORDING TO THEIR REQUIRED APPLICATION.
24. FIRE / SMOKE DAMPERS MUST BE PROVIDED AT ALL HVAC OR VENTILATION PENETRATIONS THROUGH RATED FLOORS, WALLS, CEILINGS, ETC. AS REQUIRED BY THE APPLICABLE BUILDING CODE.

PROJECT LOCATION / VICINITY MAPS



AERIAL LOCATION MAP

PROJECT LOCATION:
456 MORPHY AVENUE
FAIRHOPE AL., 36552



AERIAL LOCATION MAP ENLARGED

ALTERNATES

- NONE

STANDARD ABBREVIATIONS

A		E (cont)		K		R (cont)	
AB.	ANCHOR BOLT	ENCL.	ENCLOSURE	KIT.	KITCHEN	REQ'D.	REQUIRED
ACT	ACOUSTICAL CEILING TILE	EQ.	EQUAL			RM	ROOM
A.F.F.	ABOVE FINISHED FLOOR	EQUIP.	EQUIPMENT			R.O.	ROUGH OPENING
AGGR.	AGGREGATE	E.W.	EACH WAY				
AL.	ALUMINUM	E.W.C.	ELECTRIC WATER COOLER				
ALT.	ALTERNATE	EXP.	EXPANSION				
APPROX.	APPROXIMATE	EXT.	EXTERIOR				
ARCH.	ARCHITECTURAL						
B		F		L		S	
BD.	BOARD	F.E.C.	FIRE EXTINGUISHER CAB	LAB.	LABORATORY	S	SOUTH
BLDG.	BUILDING	F.F.	FINISH FLOOR	LAM.	LAMINATE	SAFM	SELF ADHERING
BLK	BLOCK	F.H.C.	FIRE HOSE CABINET	LAV.	LAVATORY	S.C.	FLASHING MEMBRANE
BLKG.	BLOCKING	FIN.	FINISH	LT.	LIGHT	SCHED.	SCHEDULE
BM.	BEAM	F.L.	FLOOR LINE			SECT.	SOLID CORE
BOT.	BOTTOM	FLR.	FLOOR			S.F.	SQUARE FOOT
BTWN.	BETWEEN	FLUR.	FLUORESCENT			SHT.	SHEET
B.U.R.	BUILT UP ROOFING	FND.	FOUNDATION			SIM.	SIMILAR
B.W.	BOTH WAYS	F.O.B.	FACE OF BRICK			SPEC.	SPECIFICATION
		F.O.C.	FACE OF CONCRETE			SQ. OR	SQUARE
		F.S.	FULL SIZE			S.S.	STAINLESS STEEL
		FT.	FOOT OR FEET			STAGG.	STAGGERED
		FTG.	FOOTING			STD.	STANDARD
		FURR.	FURRING			STIFF	STIFFENER
						STL	STEEL
						STRUC.	STRUCTURAL
						SUSP.	SUSPENDED
C		G		M		T	
C.J.	CONTROL JT.	GA.	GAUGE	MAX.	MAXIMUM	TR	TREAD
CLG.	CEILING	GALV.	GALVANIZED	MECH.	MECHANICAL	T & B	TOP AND BOTTOM
CLKG.	CAULKING	G.C.	GENERAL CONTRACTOR	MEMB.	MEMBRANE	TER.	TERRAZZO
CLR.	CLEAR	G.L.	GLASS	MFR.	MANUFACTURER	T & G	TONGUE & GROOVE
C.M.U.	CONCRETE MASONRY UNIT	GR.	GRADE	M.H.	MANHOLE	THK.	THICK
COL.	COLUMN	GYP.	GYPSUM	MIN.	MINIMUM	T/	TOP OF
CONC.	CONCRETE	GYP. BD.	GYPSUM BOARD	MISC.	MISCELLANEOUS	TYP.	TYPICAL
CONN.	CONNECTION			M.O.	MASONRY OPENING		
CONSTR.	CONSTRUCTION			MTL.	METAL		
CONT.	CONTINUOUS			MUL.	MULLION		
C.T.	CERAMIC TILE						
D		H		N		U	
DEG.	DEGREE	H.B.	HOSE BIBB	N	NORTH	U.O.N.	UNLESS OTHERWISE NOTED
DET./DTL	DETAIL	H.C.	HOLLOW CORE	N.I.C.	NOT IN CONTRACT		
D.F.	DRINKING FOUNTAIN	H.W.	HANDICAPPED	NO.	NUMBER		
DIAG.	DIAGONAL	HWOD.	HARDWOOD	NOM.	NOMINAL		
DIA. Ø	DIAMETER	HWDE.	HARDWARE	N.T.S.	NOT TO SCALE		
DN	DOWN	H.M.	HOLLOW METAL				
DS.	DOWN SPOUT	HR.	HOUR				
DWG.	DRAWING	HT.	HEIGHT				
		HVAC	HEATING, VENTILATION AND AIR CONDITIONING				
E		I		O		V	
E	EAST	I.D.	INSIDE DIAMETER	O.C.	ON CENTER	VCT	VINYL COMPOSITION TILE
(E)	EXISTING	INSUL.	INSULATION	O.D.	OUTSIDE DIAMETER	VER	VERIFY
EA.	EACH	I.C.F.	INSULATED CONCRETE FORM	OH.	OVERHEAD	VERT.	VERTICAL
E.I.	EXPANSION JOINT	INT.	INTERIOR	OPG.	OPENING	VIF	VERIFY IN FIELD
E.I.F.S.	EXTERIOR INSULATION AND FINISH SYSTEM			OPP.	OPPOSITE		
EL. ELEV.	ELEVATION						
ELEC.	ELECTRICAL						
ELEV.	ELEVATION						
EMER	EMERGENCY						
J		P		Q		W	
JAN.	JANITOR	PCT.	PRE-CAST	PCT.	PRE-CAST	W	WEST
JNT.	JOINT	P.L.	PROPERTY LINE	P.L.	PROPERTY LINE	W/	WITH
JST.	JOIST	P.LAM.	PLASTIC LAMINATE	PLAS.	PLASTER	W.C.	WATER CLOSET
		PLYWD.	PLYWOOD	PLYWD.	PLYWOOD	WD.	WOOD
		PR.	PAIR	PR.	PAIR	W/O	WITHOUT
R		R		R		MISC	
R	RISER	R	RISER	R	RISER	Q	CENTERLINE
R.D.	ROOF DRAIN	R.D.	ROOF DRAIN	R.D.	ROOF DRAIN	PL	PLATE
REFR.	REFRIGERATOR	REFR.	REFRIGERATOR	REFR.	REFRIGERATOR		
REINF.	REINFORCED	REINF.	REINFORCED	REINF.	REINFORCED		

LEBATARD
ARCHITECTURE, PLLC
311 EASTVIEW DRIVE, BILLOXI, MS 39531
238-585-5099
www.lebatard.com



PROJECT
STAGGER'S MIXED USE

456 MORPHY AVENUE, FAIRHOPE AL 36552

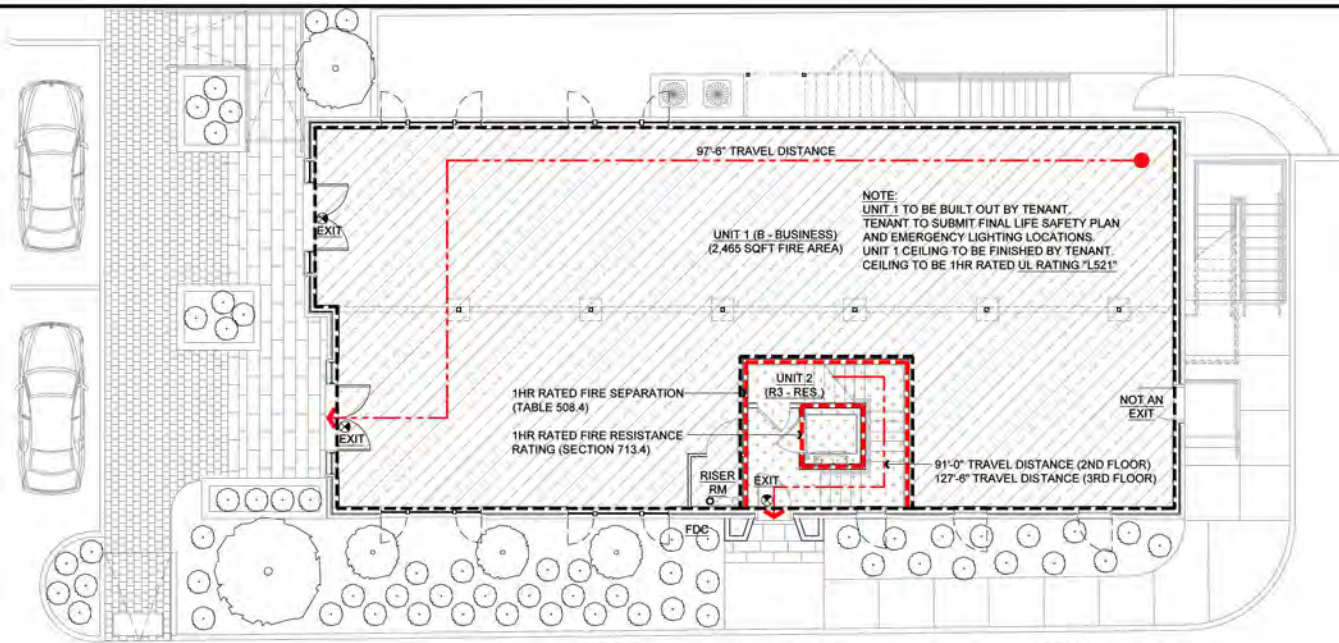
DRAWING ISSUE DATE:
September 19, 2024

REVISION

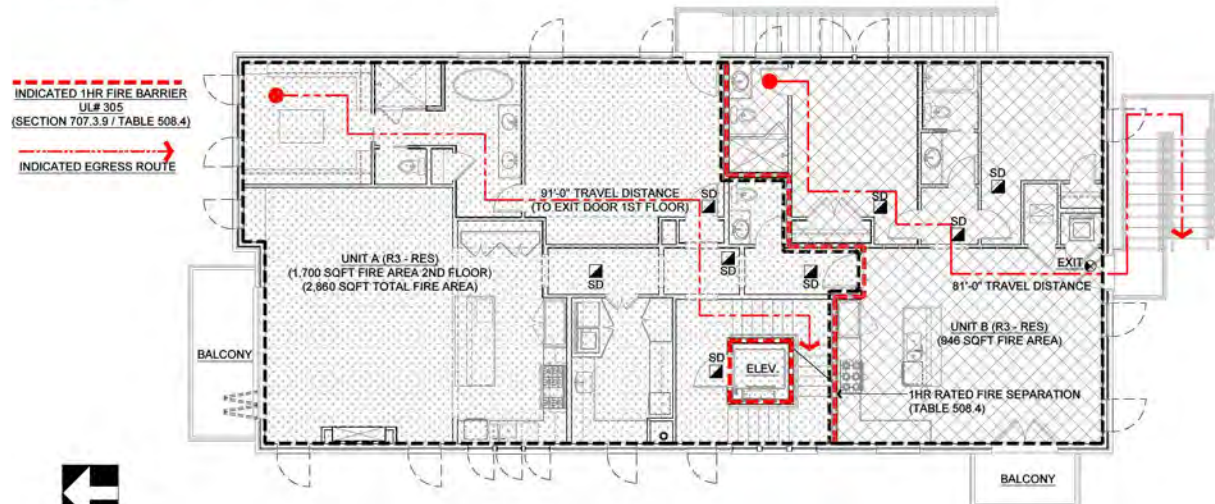
SHEET TITLE
PROJECT
GENERAL NOTES

SHEET NUMBER

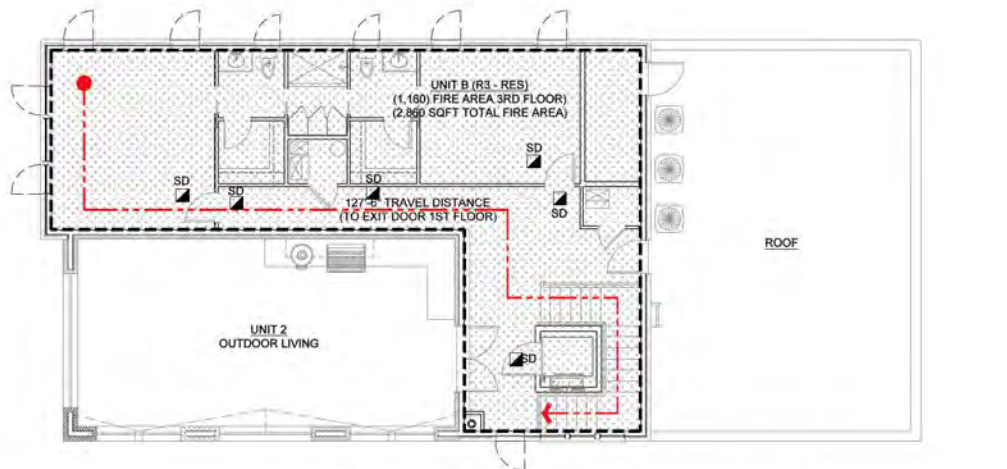
T1.1



1 LIFE SAFETY - GROUND FLOOR
LS1 1/8" = 1'-0"



2 LIFE SAFETY - 2ND FLOOR
LS1 1/8" = 1'-0"



3 LIFE SAFETY - 3RD FLOOR
LS1 1/8" = 1'-0"

CODE ANALYSIS-IBC-2018

PROJECT GENERAL INFORMATION				CHAPTER 7 FIRE AND SMOKE PROTECTION FEATURES				CHAPTER 10 MEANS OF EGRESS			
STAGGERS - MIXED USE BUILDING 456 MORPHY AVENUE FAIRHOPE, AL 36532				TABLE 705.2 MINIMUM DISTANCE OF PROJECTION				TABLE 1017.2 EXIT ACCESS TRAVEL DISTANCE			
				FIRE SEPARATION DISTANCE (FSD)		5 FEET OR GREATER		SPRINKLED: YES		OCCUPANCY GROUP: B - BUSINESS 300 FEET	
				MINIMUM DISTANCE FROM LINE		40 INCHES MINIMUM		R3 - RESIDENTIAL 200(6) FEET			
GOVERNING CODES				TABLE 705.8 AREA OF EXTERIOR OPENINGS				SECTION 1019 EXIT ACCESS STAIRWAYS & RAMPS			
2018		INTERNATIONAL BUILDING CODE		ELEVATION	F.S.D	DEGREE OF PROTECTION	ALLOWED AREA	EXIT ACCESS STAIRWAY ENCLOSURE REQUIRED: NO (SECTION 1019.3 NOTE 2 & 3)			
2018		NATIONAL ELECTRICAL CODE		NORTH	X>30'	UNPROTECTED / SPRINKLED	NO LIMIT	SECTION 1020 CORRIDORS			
2018		INTERNATIONAL PLUMBING CODE		EAST	10' TO 15'		45%				
2018		INTERNATIONAL MECHANICAL CODE		SOUTH	X>30'		NO LIMIT				
2018				WEST	X>30'		NO LIMIT				
CODE ENFORCEMENT JURISDICTION				SECTION 713.4 SHAFT ENCLOSURE				TABLE 1020.1 CORRIDOR FIRE RESISTANCE RATING			
CITY:		FAIRHOPE		MORE THAN 4 STORIES: 2 HOURS				OCCUPANCY	LOAD SERVED	SPRINKLED	RATING (HOURS)
COUNTY:		BALDWIN		LESS THAN 4 STORIES: 1 HOUR				B	16	YES	0 HRS
STATE:		ALABAMA						R3	10	YES	0 HRS*
ZONING CLASSIFICATION				CHAPTER 9 FIRE PROTECTION SYSTEM				*1020.1 CONSTRUCTION EXCEPTIONS #2 A FIRE RESISTANT RATING IS NOT REQUIRED FOR CORRIDORS CONTAINED WITHIN A DWELLING UNIT IN OCCUPANCY GROUPS I-1 & R			
CBD		CENTRAL BUSINESS DISTRICT		FIGURE 903.2 OCCUPANCY RELATED AUTO SPRINKLER THRESHOLD				TABLE 1020.2 MINIMUM CORRIDOR WIDTH			
CHAPTER 3 USE AND OCCUPANCY CLASSIFICATION (SECTION 309)				SPRINKLER REQUIRED: YES (RESIDENTIAL MIXED USE)				MINIMUM WIDTH: 36 INCHES (OCCUPANT LOAD <50 PERSONS)			
PRIMARY OCCUPANCY USE		OCCUPANCY CLASSIFICATION		OCCUPANCY: B - BUSINESS FIRE AREA LESS: UNLIMITED				DEAD END CORRIDORS: (1020.4) 50 FEET MAX. LENGTH (SPRINKLED)			
				NUMBER OF STORIES: 1 STORY				SECTION 1020.4 DEAD ENDS			
				COMBINED FIRE AREA: NA							
UNIT 1 - OFFICE		B	BUSINESS	SPRINKLER REQUIRED: YES				SECTION 1023.2 INTERIOR EGRESS STAIR CONSTRUCTION			
UNIT A - RESIDENTIAL		R3	RESIDENTIAL	OCCUPANCY: R3 RESIDENTIAL FIRE AREA LESS: UNLIMITED				*INTERIOR EGRESS STAIR NOT USED (EXIT DOOR IS WITHIN TRAVEL ACCESS)			
UNIT B - RESIDENTIAL		R3	RESIDENTIAL	NUMBER OF STORIES: 1 STORY				LESS THAN 4 STORIES			
				COMBINED FIRE AREA: NA				FIRE RESISTANT RATING: 1 HOURS			
CHAPTER 4 SPECIAL DETAIL REQUIREMENTS				TABLE 903.2.11.6 ADDITIONAL REQUIRED SUPPRESSION SYSTEMS				MORE THAN 4 STORIES			
SECTION 420.2		FIRE PARTITION BETWEEN DWELLING UNITS		NONE				FIRE RESISTANT RATING: 2 HOURS			
				SECTION 906 PORTABLE FIRE EXTINGUISHES				SECTION 1023.3 EXIT STAIRWAYS			
				REQUIRED				SECTION 1023.2 INTERIOR EGRESS STAIR CONSTRUCTION			
				CLASS A FIRE HAZARD				FIRE RATING: 1 HOUR (LESS THAN 4 STORIES)			
				GROUP: B BUSINESS R3 RESIDENTIAL				CHAPTER 11 ACCESSIBILITY			
CHAPTER 5 BUILDING HEIGHT AND AREA (SECTION 503)				MOUNTING HEIGHT OF PORTABLE EXTINGUISHERS:				TABLE 1106.1 ACCESSIBLE PARKING SPACES			
				42 INCHES ABOVE FINISH FLOOR TO THE TOP OF THE FIRE EXTINGUISHER.				REQUIRED ACCESSIBLE SPACES: R3 = 0 (LESS THAN 20 UNITS)			
				MAXIMUM TRAVEL DISTANCE TO EXTINGUISHER:				B = 0 PARKING SPACES REQ'D IN CBD ZONING			
				75 FEET				CHAPTER 15 ROOF ASSEMBLIES			
				FIGURE 907.2 MANUAL FIRE ALARM AND AUTOMATIC SMOKE DETECTION				TABLE 1505.1 MINIMUM ROOF COVERING CLASSIFICATION			
				MANUAL FIRE ALARM SYSTEM REQUIRED:				CONSTRUCTION TYPE: V-B			
				UNIT 1: BUSINESS - NONE REQUIRED				REQUIRED ROOF CLASSIFICATION: C			
				UNIT A / B: R3 - NONE REQUIRED				SECTION 1507.11.1 SLOPE MEMBRANE ROOFING			
				ACTUAL STATIONS INSTALLED:				MINIMUM SLOPE: 1/4" VERTICAL PER 12 INCHES HORIZONTALLY			
				NONE				CHAPTER 29 PLUMBING SYSTEMS			
				SECTION 907.2.10.2 AUTOMATIC SMOKE DETECTION SYSTEM				TABLE 2902.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES			
				INSTALLED				UNIT 1 OCCUPANCY CLASSIFICATION: M-MERCANTILE OCCUPANT LOAD: 26			
				SECTION 907.2.10.2 SMOKE ALARMS				WATER CLOSETS MALE: 1 WATER CLOSET FEMALE: 1 WATER CLOSET			
				INSTALLED				LAVATORIES MALE: 1 LAVATORY FEMALE: 1 LAVATORY			
				SECTION 907.2.13.2 DUCT SMOKE DETECTION				DRINKING FOUNTAIN: 1 DRINKING FOUNTAINS			
				DUCT SMOKE DETECTION LOCATION				SERVICE SINK: 1 SERVICE SINK			
				MAIN RETURN AIR EXHAUST AIR PLENUM				UNIT 2 OCCUPANCY CLASSIFICATION: M-MERCANTILE OCCUPANT LOAD: 14			
CHAPTER 6 TYPES OF CONSTRUCTION				CHAPTER 10 MEANS OF EGRESS				WATER CLOSETS MALE: 1 WATER CLOSET FEMALE: 1 WATER CLOSET			
TABLE 601 FIRE RESISTANCE RATING REQUIREMENTS				TABLE 1004.1.2 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT				LAVATORIES MALE: 1 LAVATORY FEMALE: 1 LAVATORY			
CONSTRUCTION TYPE: V-B				FUNCTION OF SPACE: B - BUSINESS OCCUPANT LOAD 150 GROSS				DRINKING FOUNTAIN: 1 DRINKING FOUNTAINS			
PRIMARY STRUCTURAL FRAME		0 HOURS		R3 - RESIDENTIAL OCCUPANT LOAD 200 GROSS				SERVICE SINK: 1 SERVICE SINK			
BEARING WALLS		0 HOURS		AREA				UNIT 3 OCCUPANCY CLASSIFICATION: R-RESIDENTIAL OCCUPANT LOAD: 13			
EXTERIOR		0 HOURS		SQUARE FOOT				WATER CLOSETS 1 WATER CLOSET (PER DWELLING)			
INTERIOR		0 HOURS		OCCUPANT LOAD				LAVATORIES 1 WATER CLOSET (PER DWELLING)			
NON BEARING WALLS		0 HOURS		UNIT 1 (B) 2,465 SF / 150 = 16				CHAPTER 30 CONVEYING SYSTEMS			
FLOOR CONSTRUCTION		0 HOURS		UNIT 2 (R3) 2,860 SF / 200 = 14				ELEVATOR / HOISTWAY USED: YES (ELEVATOR)			
ROOF CONSTRUCTION		0 HOURS		UNIT 3 (R3) 946 SF / 200 = 4				HOISTWAY ENCLOSURE PROTECTION: 1 HOUR (SEE SECTION 713.4)			
TABLE 602 FIRE-RESISTANCE RATING EXTERIOR WALLS				TOTAL OCCUPANCY LOAD: 34 PERSONS				AMBULANCE STRETCHER ACCOMMODATION: NO (LESS THAN 4 STORIES)			
CONSTRUCTION TYPE: V-B				SECTION 1005.3.1 STAIRWAYS							
OCCUPANCY CLASSIFICATION: B & R3				REQUIRED: YES							
FIRE SEPARATION DISTANCE:				OCCUPANT LOAD: 14 PERSONS / 4 PERSONS							
NORTH PROPERTY LINE (CENTERLINE OF STREET) X>30'		0 HOURS		OCCUPANT LOAD X 0.3 INCHES:							
EAST PROPERTY LINE: 10' TO 30'		0 HOURS		MINIMUM STAIRWAY WIDTH REQUIRED: 42 INCHES / 12 INCHES							
SOUTH PROPERTY LINE: X>30'		0 HOURS		MINIMUM STAIRWAY WIDTH PROVIDED: 42 INCHES / 48 INCHES							
WEST PROPERTY LINE: X>30'		0 HOURS		SECTION 1005.3.2 OTHER EGRESS COMPONENTS							
				SECTION 1006 NUMBER OF EXITS							
TABLE 1006.2.1 STORIES WITH ONE EXIT				TABLE 1006.2.1 STORIES WITH ONE EXIT							
SPRINKLED: YES				SPRINKLED: YES							
FIRST FLOOR				FIRST FLOOR							
OCCUPANCY GROUP: B - BUSINESS (UNIT 1)				OCCUPANCY GROUP: B - BUSINESS (UNIT 1)							
OCCUPANT LOAD < 49 PERSONS = 1 EXIT (B=100' TRAVEL)				OCCUPANT LOAD < 49 PERSONS = 1 EXIT (B=100' TRAVEL)							
EXITS PROVIDED: 2 (UNIT 1)				EXITS PROVIDED: 2 (UNIT 1)							
SECOND FLOOR				SECOND FLOOR							
OCCUPANCY GROUP: R3 - RESIDENTIAL				OCCUPANCY GROUP: R3 - RESIDENTIAL							
1 EXIT PER 20 OCCUPANT (125' MAX TRAVEL DISTANCE)				1 EXIT PER 20 OCCUPANT (125' MAX TRAVEL DISTANCE)							
(1015.1 EXCEPTION 1)				(1015.1 EXCEPTION 1)							
EXITS PROVIDED: 1 (UNIT A) / 1 (UNIT B)				EXITS PROVIDED: 1 (UNIT A) / 1 (UNIT B)							

LEBATARD
ARCHITECTURE, PLLC

311 EASTVIEW DRIVE, BILOXI, MS 39531
228-585-5069
www.lebatard.com



PROJECT
STAGGER'S MIXED USE

456 MORPHY AVENUE, FAIRHOPE AL 36532

DRAWING ISSUE DATE:
September 19, 2024

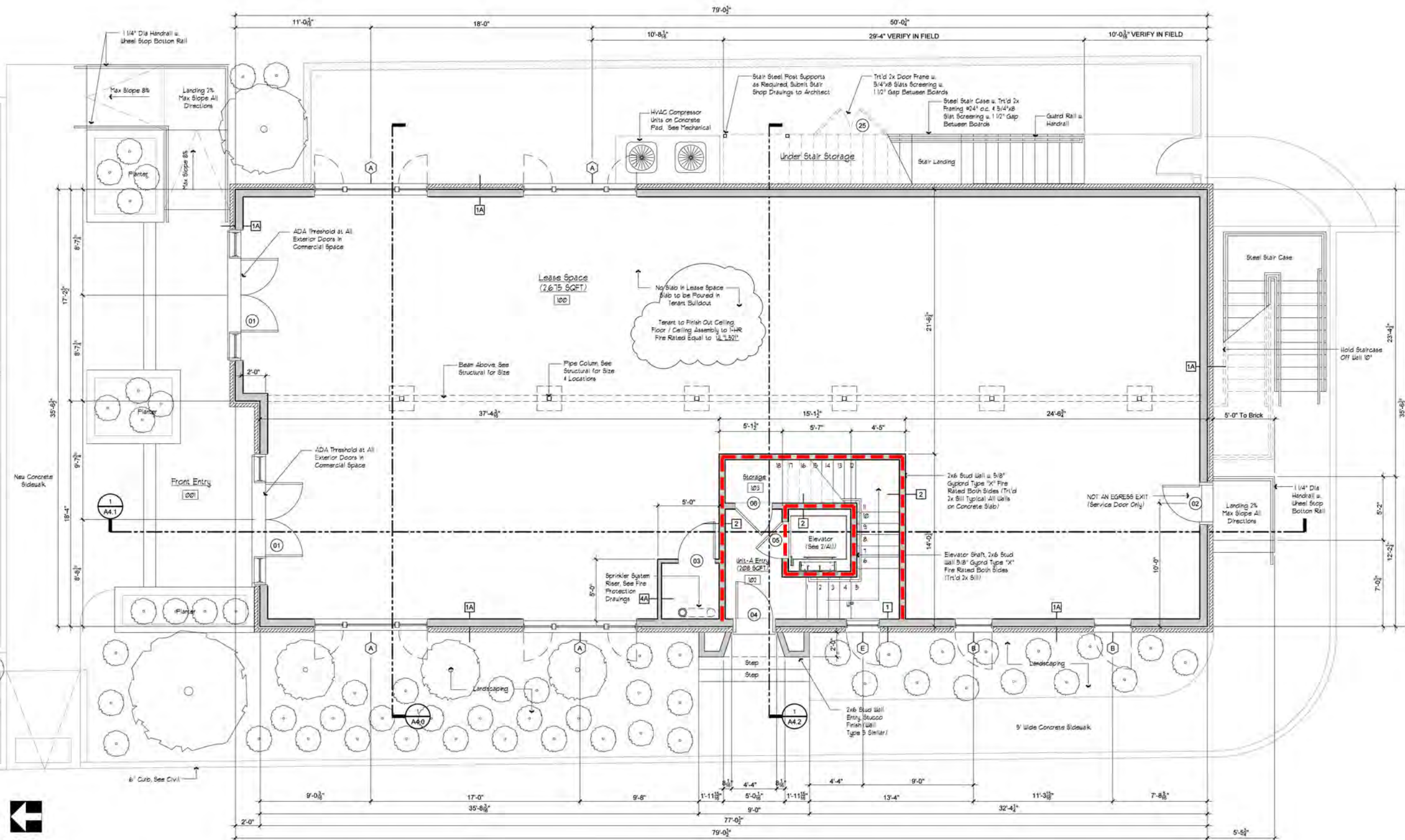
REVISION

SHEET TITLE

CODE REVIEW

SHEET NUMBER

LS1

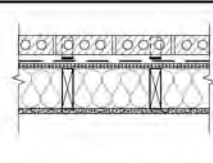


1 GROUND FLOOR PLAN
A1.0 1/4" = 1'-0" (ALL DIMENSIONS TAKEN FROM EXTERIOR FACE OF STUD)

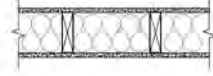
LEASE SPACE 2,765 SQFT (208 SQFT UNIT-A STAIRS)

WALL TYPES

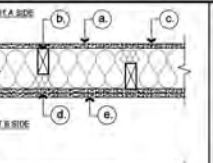
- 1 EXTERIOR WALL
• QUEEN BRICK (RUNNING BOND)
• 1" AIRSPACE MIN.
• MASONRY TIES 16" O.C. BOTH WAYS
• WEATHER BARRIER
• 1/2" SHEATHING
• 2X6 WOOD STUDS @ 16" O.C. (1A = 2X8 STUDS)
• R-19 BATT INSULATION
• 1/2" GYPSUM BRD.
• "1A" - NO GYP BRD. / NO INSULATION
• "1A" - 2X6 WOOD STUDS @ 16" O.C.



- 2 1H FIRE PARTITION / 1HR ELEVATOR SHAFT - "UL 305"
• 2X6 WOOD STUDS @ 16" O.C. RUN TO BOTTOM OF FLOOR DECKING (FIRE CAULK)
• 5/8" TYPE "X" GYP BRD BOTH SIDES
• R-13 BATT INSULATION



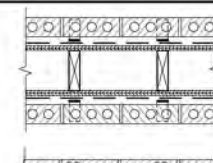
- 3 1 HR FIRE PARTITION / UNIT SEPARATION - "UL 340"
STC RATING - 60
a. 5/8" QUIETROCK EZ-SNAP® TYPE X GYP BRD.
b. 2X4 WOOD STUDS @ 12" O.C. STAGGER, 2X8 PLATES (RUN TO BOTTOM OF FLOOR DECK, FIRE CAULK)
c. MINERAL WOOL EQUAL TO "ROCKWOOL SAFESOUND"
d. 5/8" TYPE "X" GYP BRD VERTICAL INSTALL
e. 5/8" TYPE "X" GP BRD HORIZONTAL INSTALL



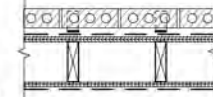
- 4A INTERIOR WALL
• 1/2" GYP BRD BOTH SIDES
• "4A" - 2X4 WOOD STUDS @ 16" O.C.
• "4B" - 2X6 WOOD STUD @ 16" O.C.



- 5 EXTERIOR WALL - OUTDOOR LIVING
• QUEEN BRICK (RUNNING BOND) (BOTH SIDES)
• 1" AIRSPACE MIN. (BOTH SIDES)
• MASONRY TIES 16" O.C. BOTH WAYS (BOTH SIDES)
• WEATHER BARRIER (BOTH SIDES)
• 1/2" SHEATHING (BOTH SIDES)
• 2X6 WOOD STUDS @ 16" O.C.

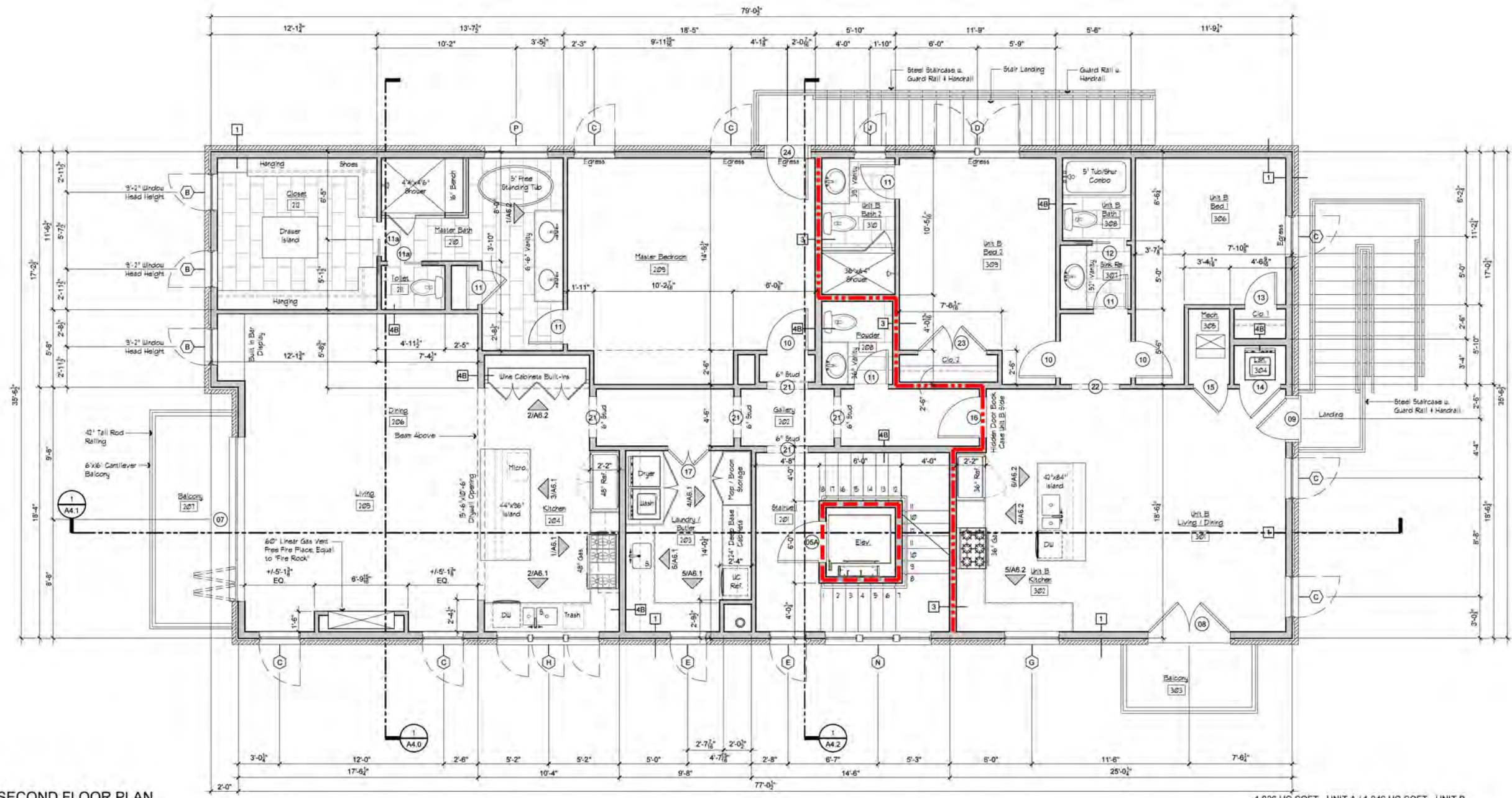


- 6 PARAPET WALL
• QUEEN BRICK (RUNNING BOND)
• 1" AIRSPACE MIN.
• MASONRY TIES 16" O.C. BOTH WAYS
• WEATHER BARRIER
• 1/2" SHEATHING (BOTH SIDES)
• 2X6 WOOD STUDS @ 16" O.C.
• 60MIL SINGLE PLY TPO (RUN UP OVER PARAPET)



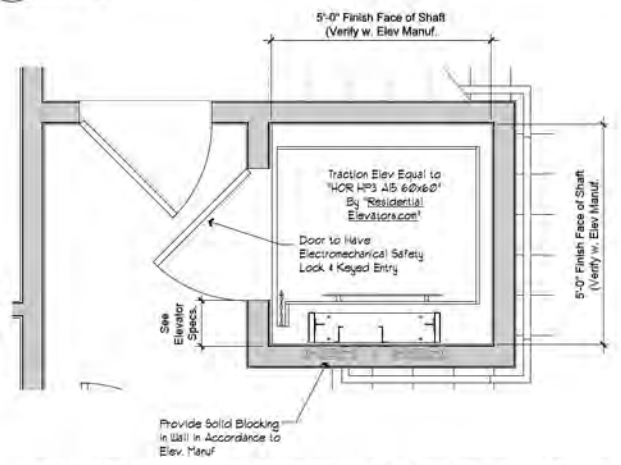
SQUARE FOOTAGE CALCULATIONS

HEATED & COOLED - GROUND FLOOR	2,883 SQFT
HEATED & COOLED - SECOND FLOOR	2,883 SQFT
HEATED & COOLED - THIRD FLOOR	1,283 SQFT
HEATED & COOLED - TOTAL SQFT	7,049 SQFT
2ND FLOOR BALCONY - UNIT A	96 SQFT
2ND FLOOR BALCONY - UNIT B	50 SQFT
3RD FLOOR - OUTDOOR LIVING UNIT A	686 SQFT
BALCONY / UNCONDITIONED	832 SQFT
UNDER BEAM - TOTAL SQFT	7,881 SQFT

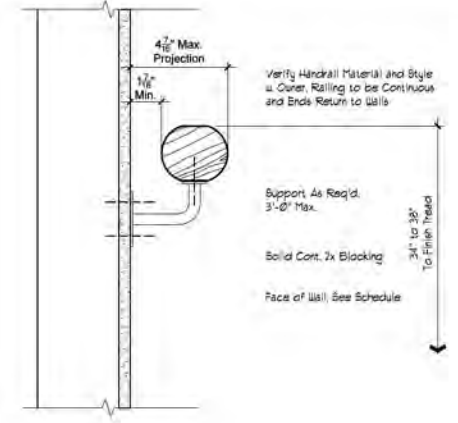


1 SECOND FLOOR PLAN
A1.1 1/4" = 1'-0"

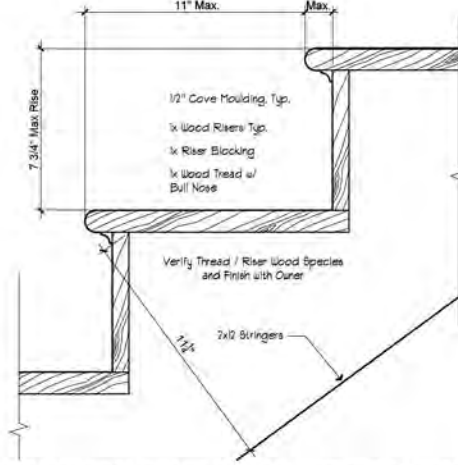
1,836 HC SQFT - UNIT A / 1,046 HC SQFT - UNIT B



2 ELEVATOR SHAFT INTERIOR FINISH CLEARANCES
A1.1 1/2" = 1'-0" (CONTRACTOR TO VERIFY CLEARANCES WITH ELEVATOR MANUFACTURER)



3 INTERIOR STAIR HANDRAIL
A1.1 3" = 1'-0"



4 INTERIOR STAIR DETAIL - RESIDENTIAL
A1.1 3" = 1'-0"

SQUARE FOOTAGE CALCULATIONS	
HEATED & COOLED - GROUND FLOOR	2,883 SQFT
HEATED & COOLED - SECOND FLOOR	2,883 SQFT
HEATED & COOLED - THIRD FLOOR	1,283 SQFT
HEATED & COOLED - TOTAL SQFT	7,049 SQFT
2ND FLOOR BALCONY - UNIT A	96 SQFT
2ND FLOOR BALCONY - UNIT B	50 SQFT
3RD FLOOR - OUTDOOR LIVING UNIT A	686 SQFT
BALCONY / UNCONDITIONED	832 SQFT
UNDER BEAM - TOTAL SQFT	7,881 SQFT

LEBATARD
ARCHITECTURE, PLLC

311 EASTVIEW DRIVE, BILLOXI MS 39531
228-885-5699
WWW.LB-ARCH.COM

September 19, 2024

REGISTERED ARCHITECT

STATE OF MISSISSIPPI

DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT
STAGGER'S MIXED USE

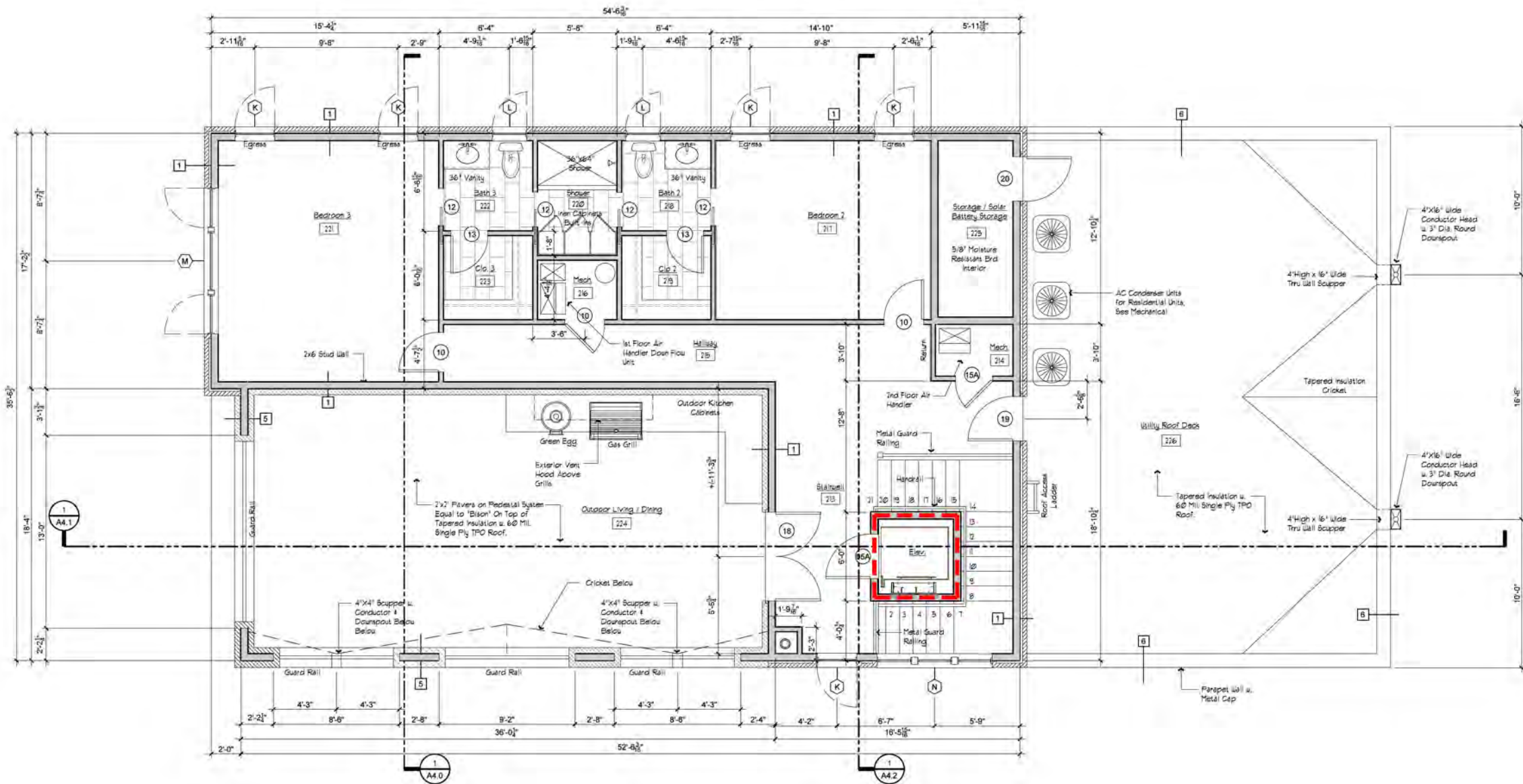
456 MORPHY AVENUE, FAIRHOPE AL 36532

DRAWING ISSUE DATE:
September 19, 2024

REVISION

SHEET TITLE
SECOND FLOOR PLAN

SHEET NUMBER
A1.1

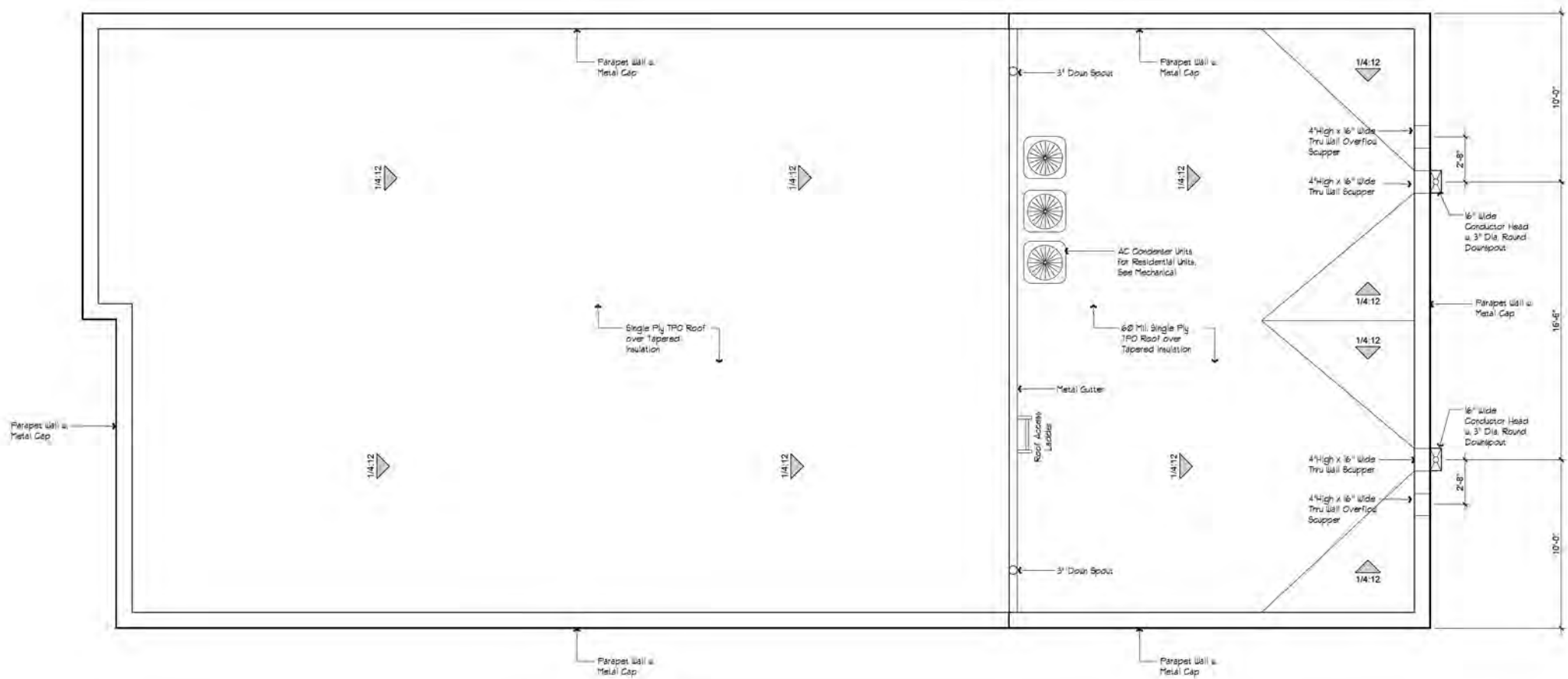


1 THIRD FLOOR PLAN
A1.2 1/4" = 1'-0"

1,283 HC SQFT - UNIT A

SQUARE FOOTAGE CALCULATIONS	
HEATED & COOLED - GROUND FLOOR	2,883 SQFT
HEATED & COOLED - SECOND FLOOR	2,883 SQFT
HEATED & COOLED - THIRD FLOOR	1,283 SQFT
HEATED & COOLED - TOTAL SQFT	7,049 SQFT
2ND FLOOR BALCONY - UNIT A	96 SQFT
2ND FLOOR BALCONY - UNIT B	50 SQFT
3RD FLOOR - OUTDOOR LIVING UNIT A	686 SQFT
BALCONY / UNCONDITIONED	832 SQFT
UNDER BEAM - TOTAL SQFT	7,881 SQFT

1 ROOF PLAN
A1.3 1/4" = 1'-0"



LEBATARD
ARCHITECTURE, PLLC
311 EASTVIEW DRIVE, BILLOXI MS 39531
228-885-5698
www.lbatard-arc.com



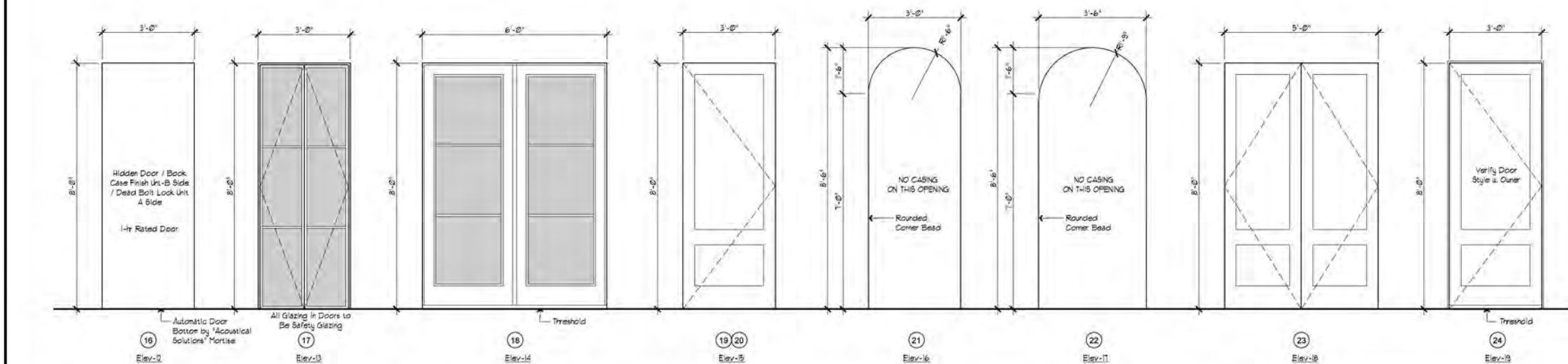
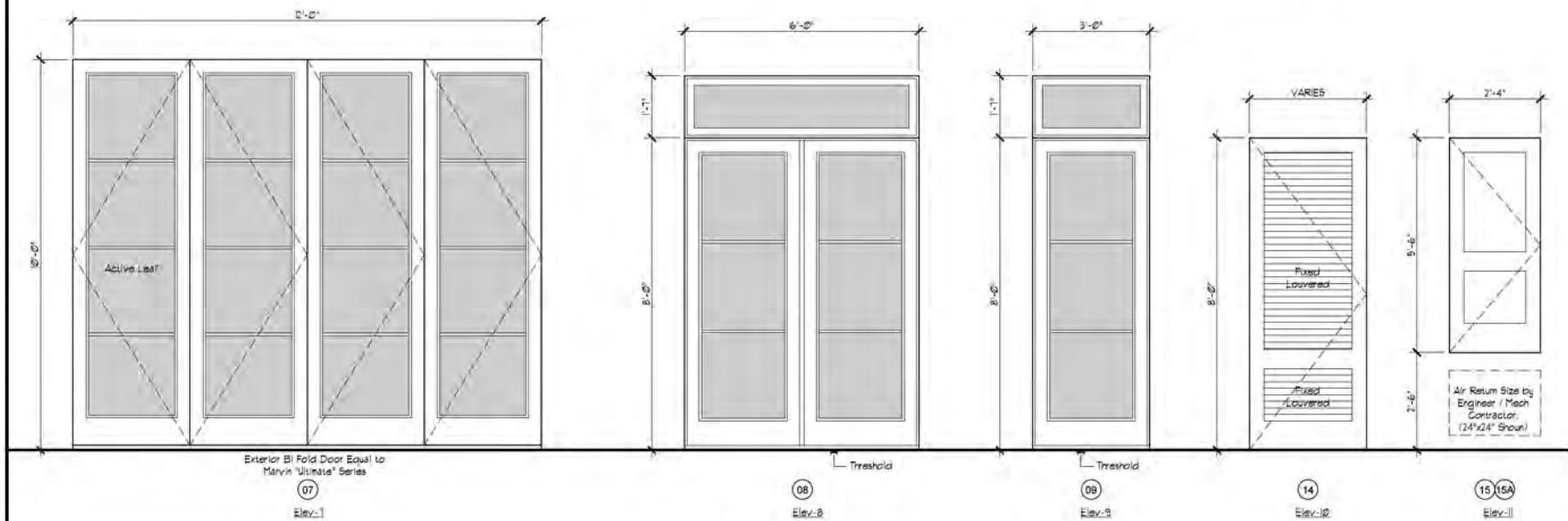
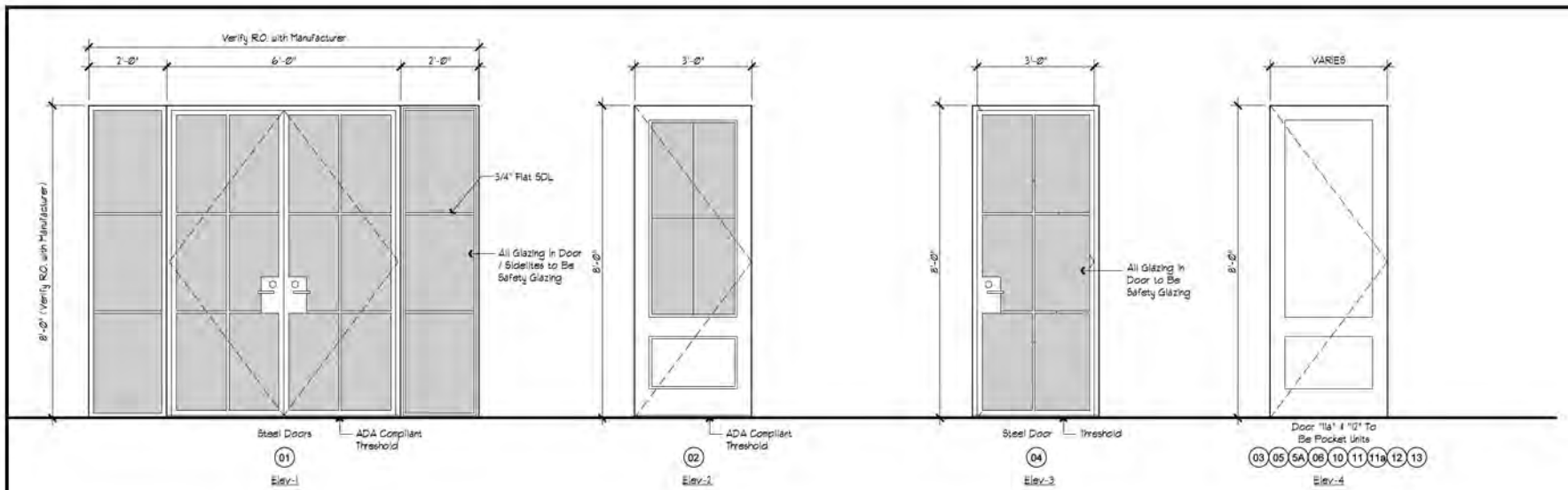
PROJECT
STAGGER'S MIXED USE
456 MORPHY AVENUE, FAIRHOPE AL 36532

DRAWING ISSUE DATE:	September 19, 2024
REVISION	

SHEET TITLE
ROOF PLAN

SHEET NUMBER
A1.3

THE DRAWING, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CLAIM ALL RIGHTS IN THE COPYRIGHTED MATERIAL. © COPYRIGHTED MATERIAL.



DOOR SCHEDULE

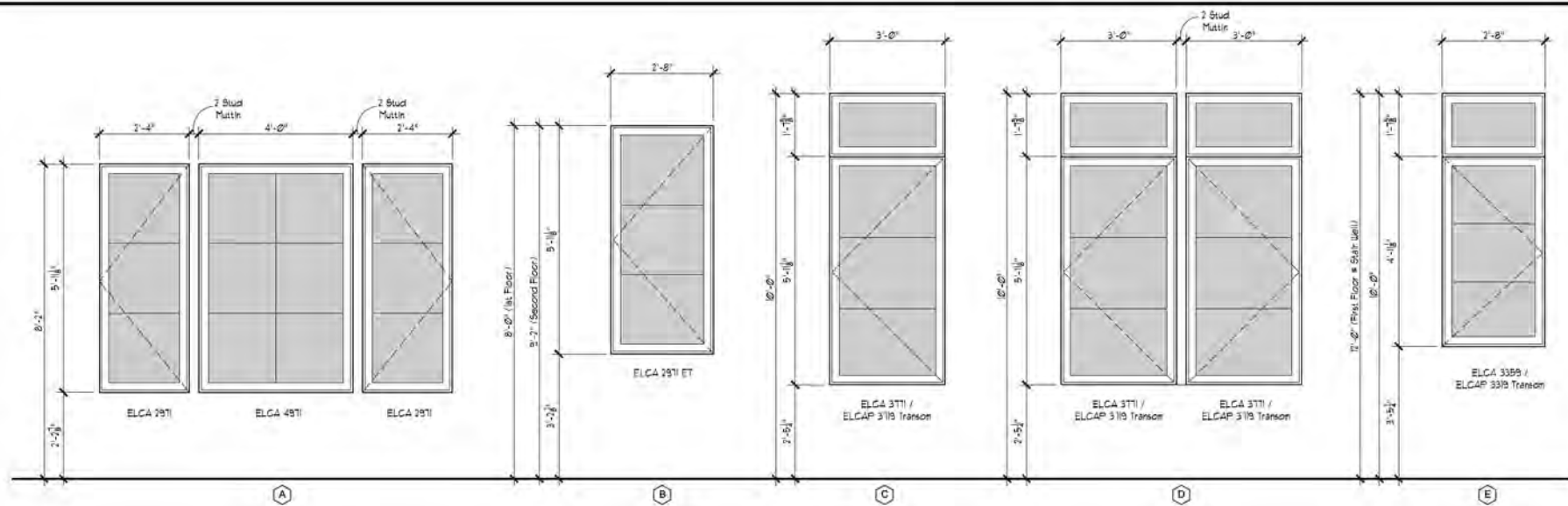
DOOR MARK	DOOR			ELEV.	FRAME			REMARKS
	WD	HGT	THK		MATERIAL	DETAIL		
01	8'-0"	8'-0"	1 3/4"	STEEL	ELV-1	STEEL	1 2 3	STEEL DOUBLE UNIT W. SIDE LITES
02	3'-0"	8'-0"	1 3/4"	WD/ALMN.	ELV-2	WOOD		
03	3'-0"	8'-0"	1 3/4"	WOOD	ELV-3	WOOD		
04	3'-0"	8'-0"	1 3/4"	STEEL	ELV-4	STEEL		STEEL UNIT
05	3'-0"	8'-0"	1 3/4"	WOOD	ELV-3	WOOD		ELEVATOR DOOR / MAGNETIC LOCKS
05A	3'-0"	8'-0"	1 3/4"	WOOD	ELV-3	WOOD		ELEVATOR DOOR / MAGNETIC LOCKS
06	3'-0"	8'-0"	1 3/4"	WOOD	ELV-3	WOOD		
07	12'-0"	10'-0"	1 3/4"	WD/ALMN.	ELV-7	WOOD		BIFOLD DOOR / ALUM CLAD W. WOOD INTERIOR
08	6'-0"	8'-0"	1 3/4"	WD/ALMN.	ELV-8	WOOD		
09	3'-0"	8'-0"	1 3/4"	WD/ALMN.	ELV-9	WOOD		
10	2'-8"	8'-0"	1 3/4"	WOOD	ELV-4	WOOD		
11	2'-6"	8'-0"	1 3/4"	WOOD	ELV-4	WOOD		
11a	2'-6"	8'-0"	1 3/4"	WOOD	ELV-4	WOOD		POCKET UNIT
12	2'-4"	8'-0"	1 3/4"	WOOD	ELV-4	WOOD		POCKET UNIT
13	2'-4"	8'-0"	1 3/4"	WOOD	ELV-4	WOOD		
14	3'-0"	8'-0"	1 3/4"	WOOD	ELV-10	WOOD		LOUVERED
15	2'-6"	5'-4"	1 3/4"	WOOD	ELV-11	WOOD		AIR HANDLER UNIT DOOR / RETURN GRILL BELOW
15A	2'-6"	5'-4"	1 3/4"	WOOD	ELV-11	WOOD		AIR HANDLER UNIT DOOR
16	3'-0"	8'-0"	X"	OPEN	ELV-12	WOOD		CONCEALED DOOR / 1 HR RATED
17	3'-0"	8'-0"	1 3/4"	STEEL	ELV-13	STEEL		DOUBLE UNIT
18	8'-0"	8'-0"	1 3/4"	WD/ALMN.	ELV-14	WOOD		DOUBLE UNIT
19	3'-0"	8'-0"	1 3/4"	WD/ALMN.	ELV-15	WOOD		
20	3'-0"	8'-0"	1 3/4"	FIBERGLASS	ELV-15			
21	3'-0"	8'-0"	1 3/4"	OPEN	ELV-16			ARCH OPENING / QUARTER RD DRYWALL CORNERS
22	3'-6"	8'-0"	1 3/4"	OPEN	ELV-17			ARCH OPENING / QUARTER RD DRYWALL CORNERS
23	5'-0"	8'-0"	1 3/4"	WOOD	ELV-18	WOOD		DOUBLE UNIT
24	3'-0"	8'-0"	1 3/4"	WD/ALMN.	ELV-18	WOOD		VERIFY DOOR PANEL W. OWNER / ARCHITECT

DOOR NOTES:

- EXTERIOR DOORS EQUAL TO MARVIN "ULTIMATE" SERIES (EXCEPT DOORS 01, 04, 20)
- ALL EXTERIOR DOORS W. GLAZING TO HAVE HURRICANE FABRIC PROTECTION
- ALL GLAZING IN DOORS TO HAVE SAFETY GLAZING AS REQUIRED

DOOR ELEVATIONS (EXTERIOR DOORS EQUAL TO MARVIN "ULTIMATE" SERIES / ALL EXTERIOR DOORS W. GLAZING TO HAVE HURRICANE FABRIC PROTECTION / ALL GLAZING IN DOORS TO HAVE SAFETY GLAZING)

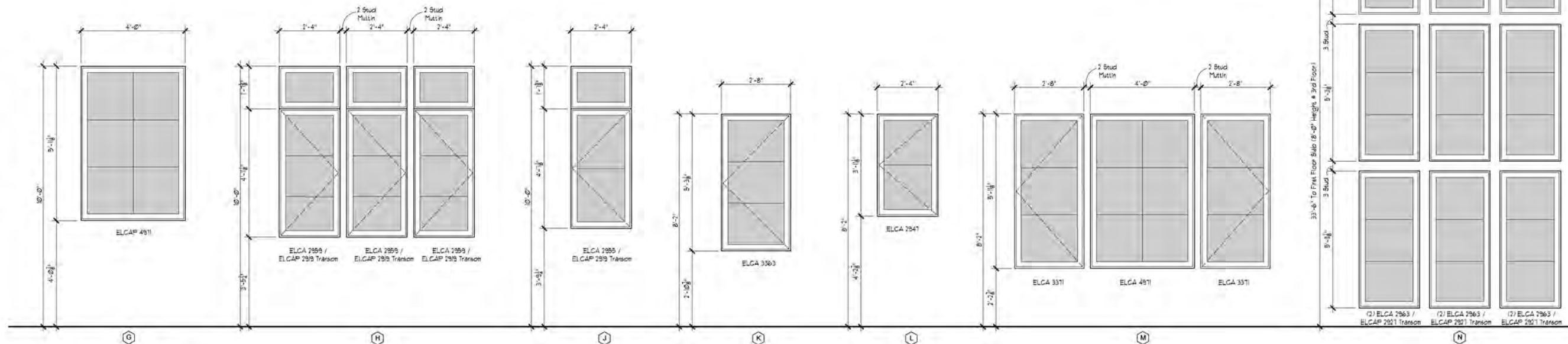
1
A1.4
1/2" = 1'-0"



WINDOW SCHEDULE

MARK	SIZE	MULLED	TYPE	MATERIAL	DESCRIPTION
A	(2) ELCA 2971 (1) ELCA 4971	2 STUD MUTTIN	CASEMENT / PICTURE	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
B	ELCA 2971 ET		CASEMENT	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
C	ELCA 3771 / 3719 TRANS.	FACTORY MULLED	CASEMENT / FIXED TRANS.	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
D	(2) CA 3771 / (2) 3719 TRANS.	2 STUD MUTTIN	CASEMENT / FIXED TRANS.	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
E	ELCA 3359 / 3319 TRANS.	FACTORY MULLED	CASEMENT / FIXED TRANS.	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
F	ELCA 4971		PICTURE	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
G	(3) ELCA 2959	2 STUD MUTTIN	CASEMENT	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
H	ELCA 2955 / 2919 TRANS.		CASEMENT / FIXED TRANS.	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
I	ELCA 3363		CASEMENT	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
J	ELCA 2947		CASEMENT	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
K	(2) ELCA 3771 / (1) ELCA 4971	2 STUD MUTTIN	CASEMENT	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
L	(6) ELCA 2963 / (3) 2927 TRANS.	3 STUD MUTTIN	CASEMENT / FIXED TRANS.	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR
M	ELCA 5771 T / ELCA 5719		PICTURE / FIXED TRANS.	MARVIN "ELEVATE" SERIES	DOUBLE PANE INSULATED / LOW-E GLAZING / IMPACT RATED / BLACK EXTERIOR / BLACK INTERIOR

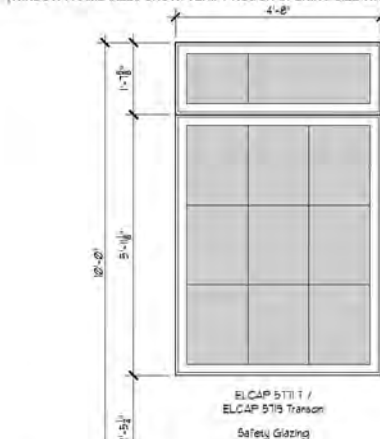
- WINDOW NOTES:
- WINDOW FRAME SIZES ARE SHOWN
 - VERIFY WINDOW SIZES WITH WINDOW ELEVATIONS SHOWN
 - CONTRACTOR TO VERIFY ALL ROUGH OPENINGS
 - ALL WINDOWS TO BE NON IMPACT
 - ALL WINDOWS & DOORS TO BE EQUIPPED WITH HURRICANE FABRIC EQUAL TO ASTRO GUARD (FEMALE PANELMATES VERIFY CONNECTION TYPE WITH MANUFACTURER)



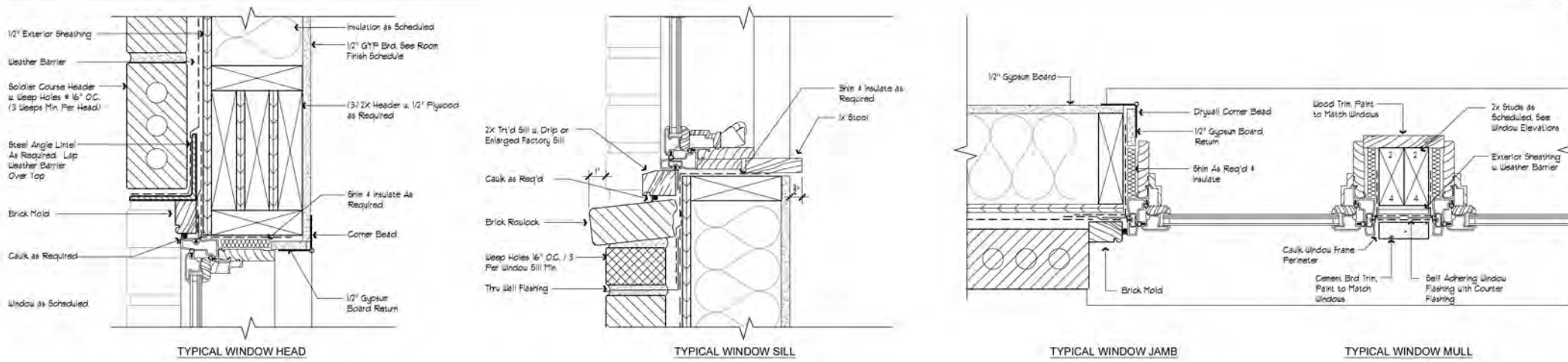
1 WINDOW ELEVATIONS

A1.5 1/2" = 1'-0"

(WINDOW FRAME SIZES SHOW. VERIFY ROUGH OPENING SIZE WITH MANUFACTURER)



P



2 WINDOW DETAILS

A1.5 3" = 1'-0"

LEBATARD
ARCHITECTURE, PLLC

311 EASTVIEW DRIVE, BLOOMINGTON, MS 39531
228-388-5059
WWW.LBATARD.COM



PROJECT
STAGGER'S MIXED USE

456 MORPHY AVENUE, FAIRHOPE, AL 36632

DRAWING ISSUE DATE:
September 19, 2024

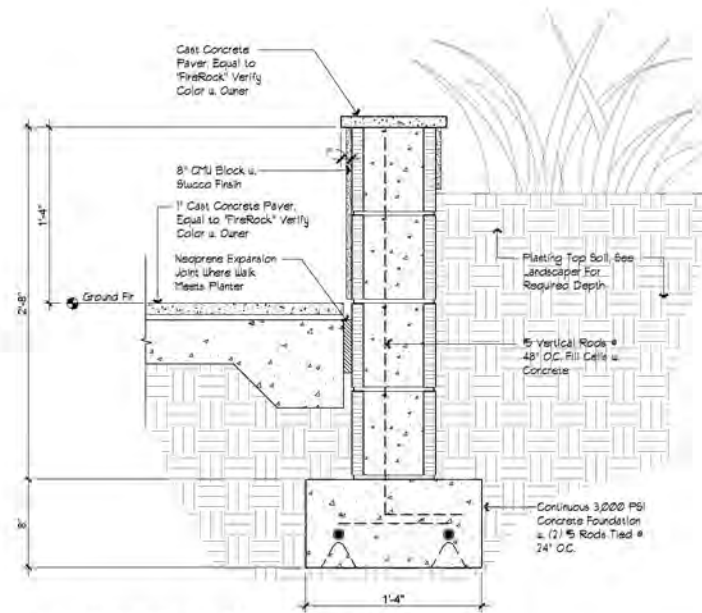
REVISION

SHEET TITLE

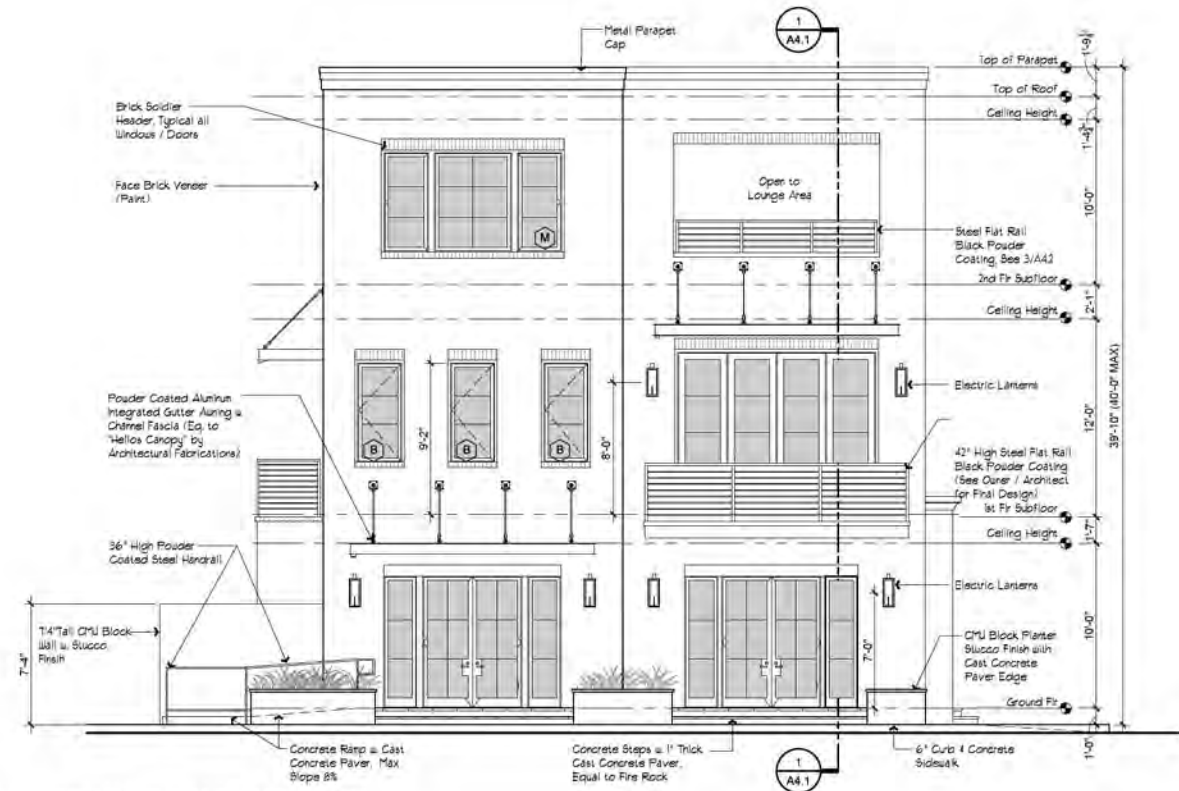
WINDOW SCHEDULE / WINDOW ELEVATIONS

SHEET NUMBER

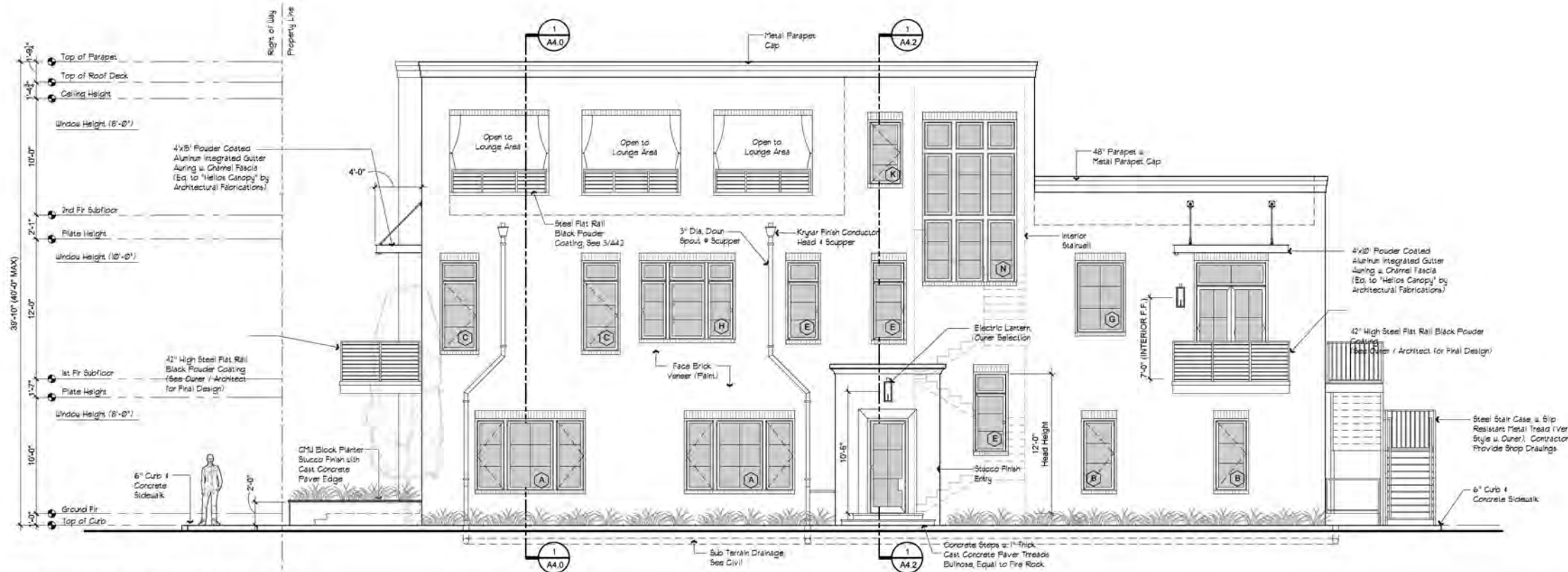
A1.5



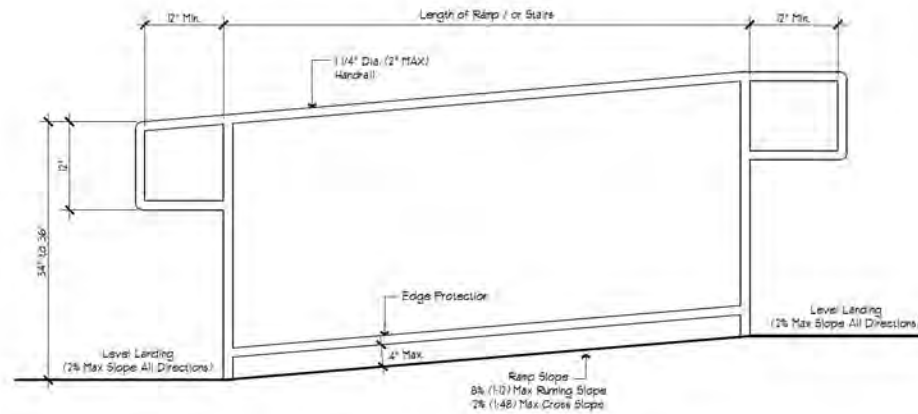
3 TYPICAL PLANTER SECTION
A3.0 1 1/2" = 1'-0"



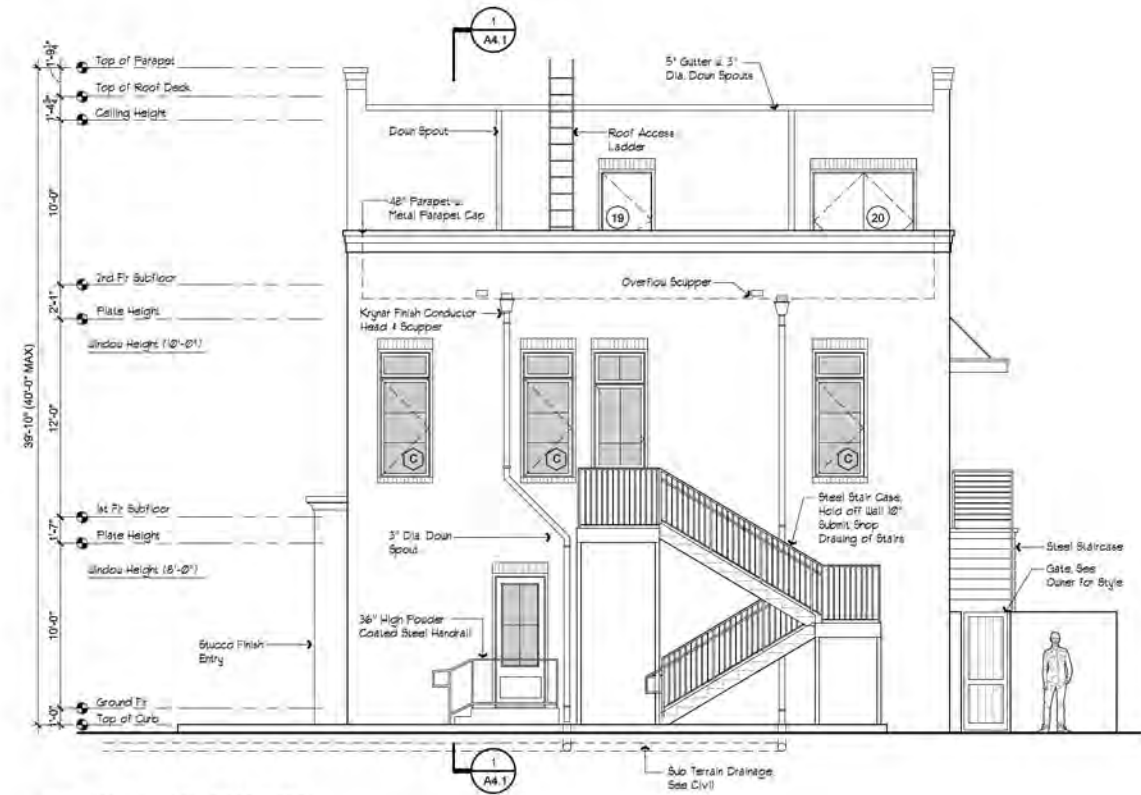
1 NORTH ELEVATION (FRONT)
A3.0 3/16" = 1'-0"



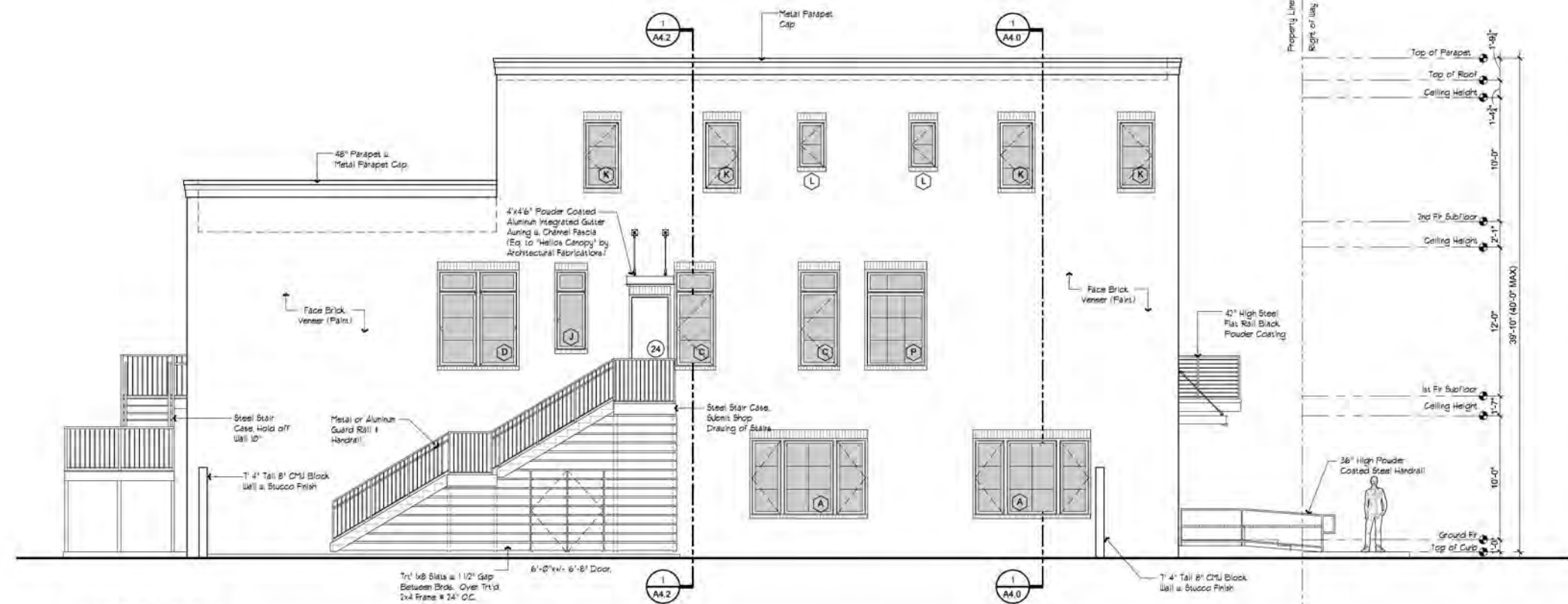
2 WEST ELEVATION (CHURCH SIDE)
A3.0 3/16" = 1'-0"



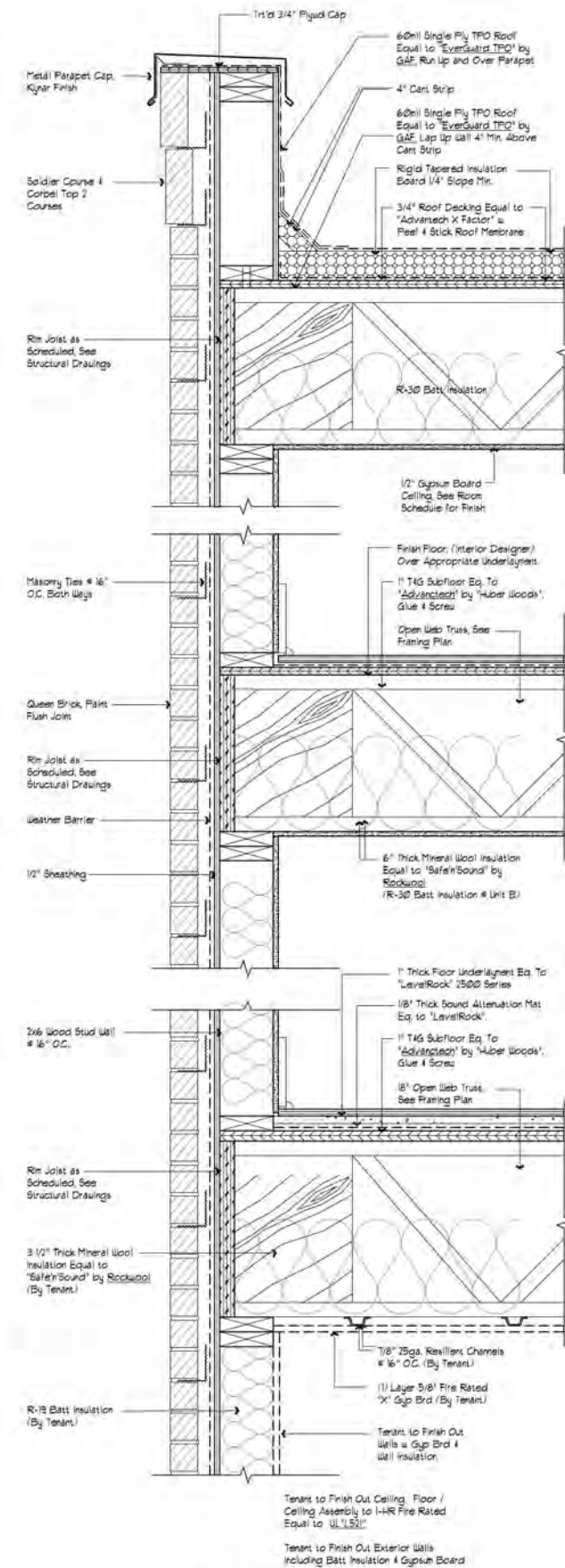
3 SITE HANDRAIL DETAIL AT RAMPS / STAIRS
A3.1 1" = 1'-0"



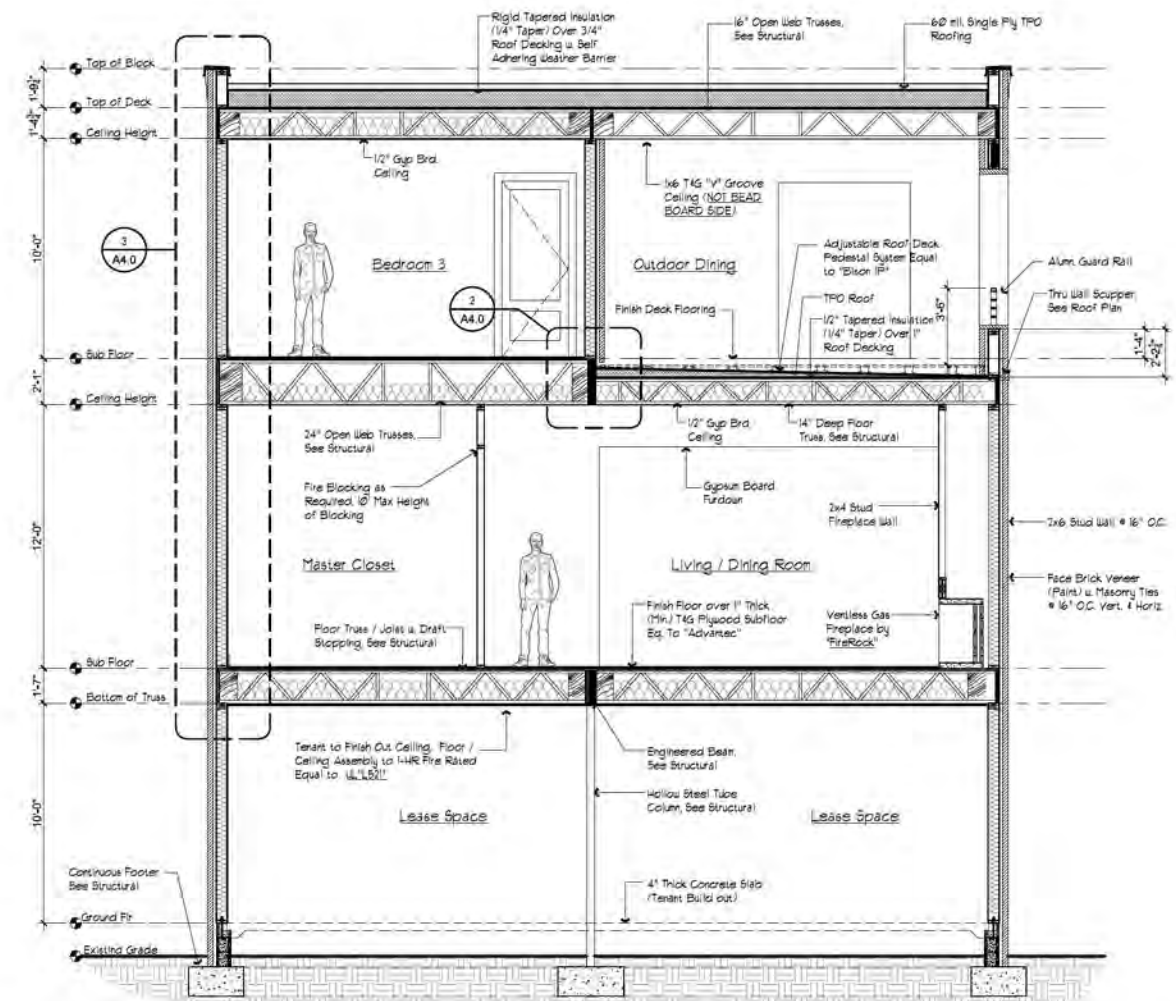
1 SOUTH ELEVATION
A3.1 3/16" = 1'-0"



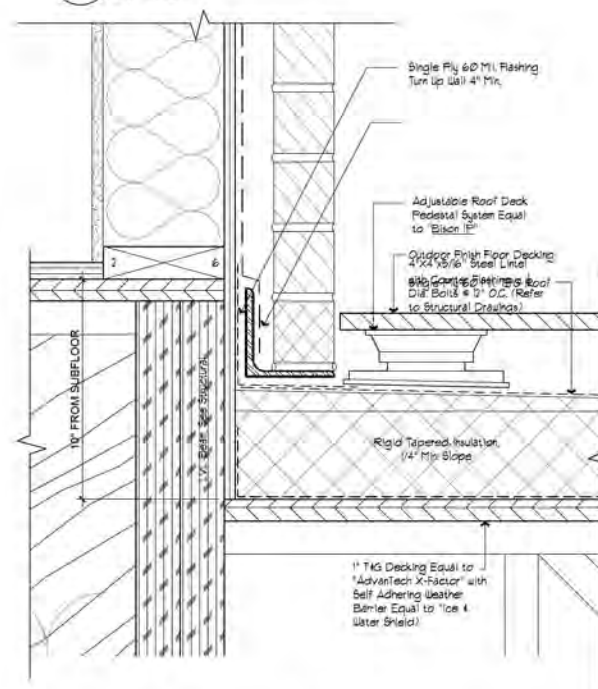
2 EAST ELEVATION
A3.1 3/16" = 1'-0"



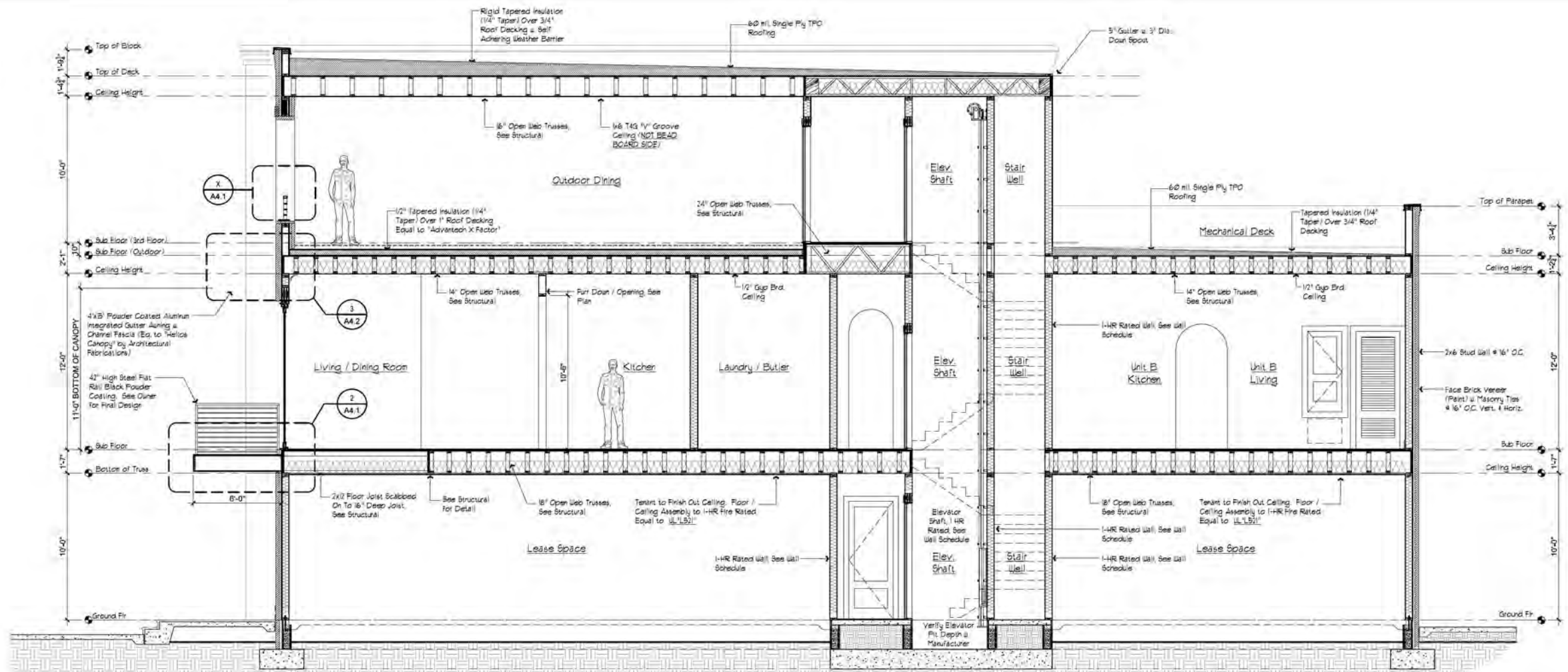
3 TYPICAL WALL SECTION
A4.0 1 1/2" = 1'-0"



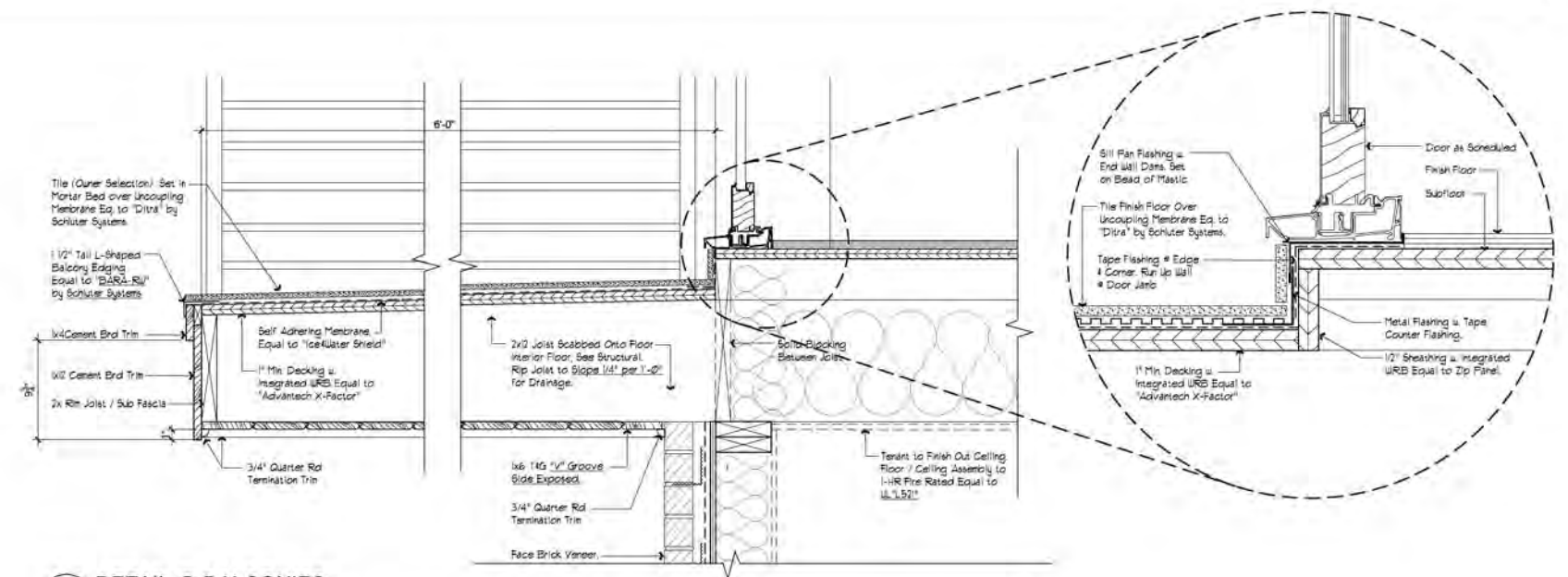
1 BUILDING SECTION
A4.0 1/4" = 1'-0"



2 DETAIL @ OUTDOOR LIVING / DINING
A4.0 3" = 1'-0"



1 BUILDING SECTION
A4.1 1/4" = 1'-0"



2 DETAIL @ BALCONIES
A4.1 1 1/2" = 1'-0"

LEBATARD
ARCHITECTURE, PLLC

311 EASTVIEW DRIVE, BILLOXI MS 38531
228-885-5069
WWW.LB-ARCH.COM



PROJECT
STAGGER'S MIXED USE

456 MORPHY AVENUE, FAIRHOPE AL 30522

PROJECT

SHEET TITLE
BUILDING
SECTION

SHEET NUMBER

A4.1

DRAWING ISSUE DATE:
September 19, 2024

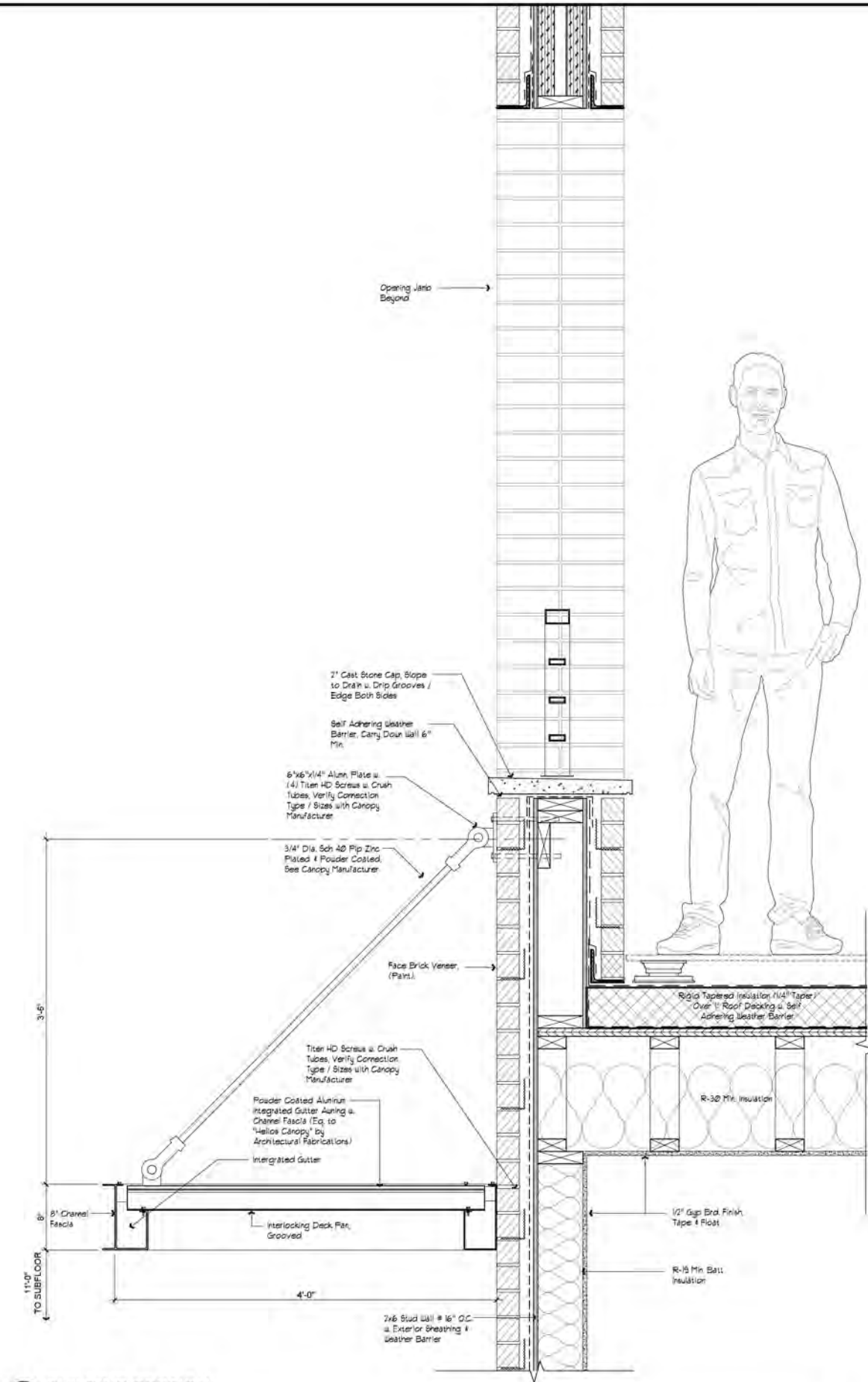
REVISION

SHEET TITLE

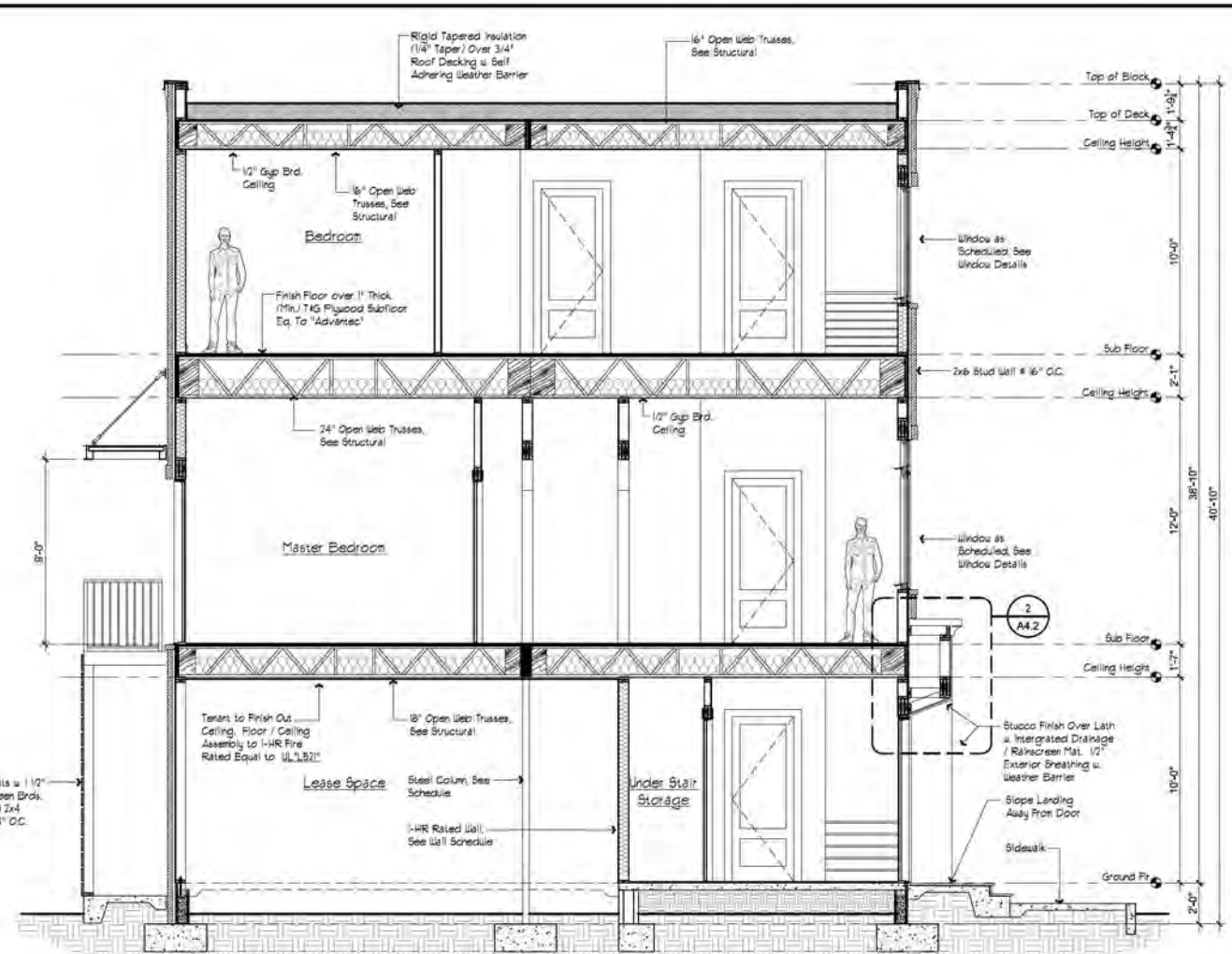
BUILDING
SECTION

SHEET NUMBER

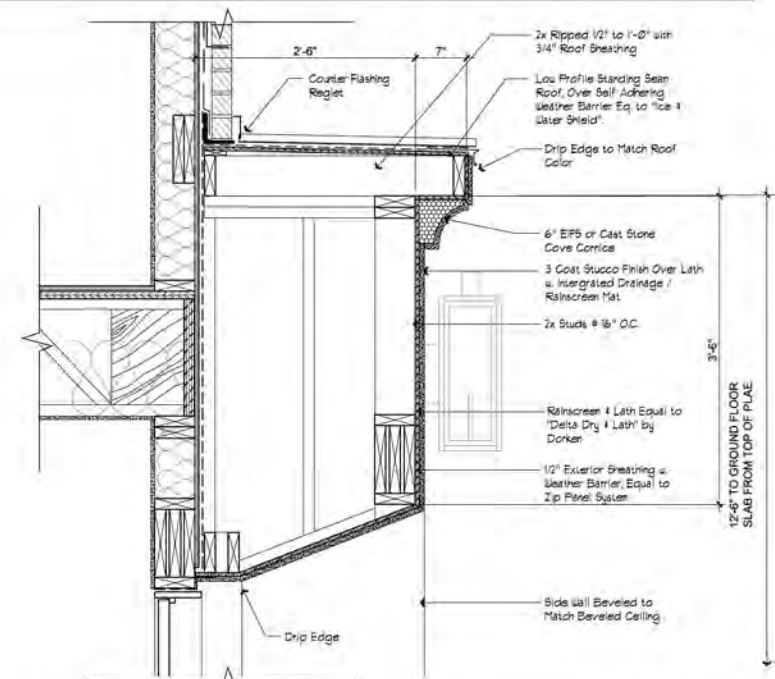
A4.1



3 BUILDING SECTION
A4.2 1 1/2" = 1'-0"



1 BUILDING SECTION
A4.2 1/4" = 1'-0"



2 BUILDING SECTION
A4.2 1" = 1'-0"

LEBATARD
ARCHITECTURE, PLLC
311 EASTVIEW DRIVE, BILLOXI, MS 39531
228-585-5699
www.la-arc.com



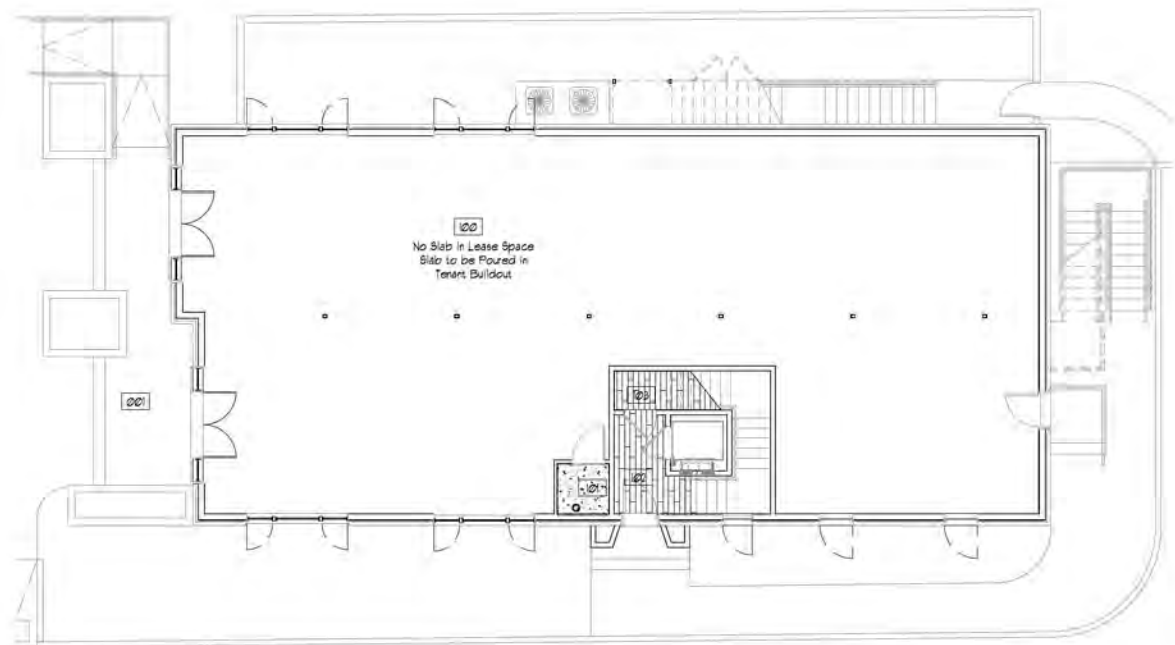
PROJECT
STAGGER'S MIXED USE
456 MORPHY AVENUE, FAIRHOPE AL 36532

DRAWING ISSUE DATE:	September 19, 2024
REVISION	

SHEET TITLE
BUILDING SECTION

SHEET NUMBER
A4.2

THESE DRAWINGS, DETAILS, AND NOTES SHALL APPEAR ON THIS SHEET AND BE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CLAIM ALL RIGHTS IN THE COPYRIGHTED MATERIAL. © COPYRIGHTED MATERIAL



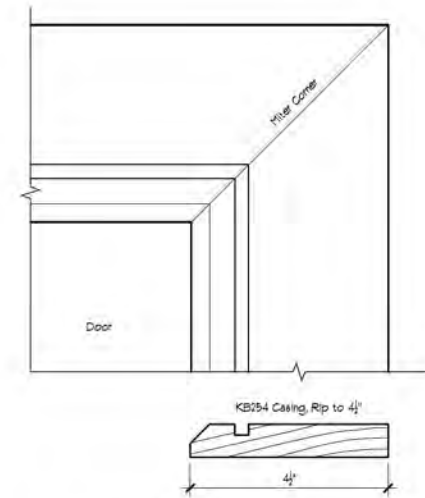
1 GROUND FLOOR - FLOOR FINISH (VERIFY FLOOR PATTERN / ORIENTATION WITH ARCHITECT & OWNER)
A5.0 1/8" = 1'-0"



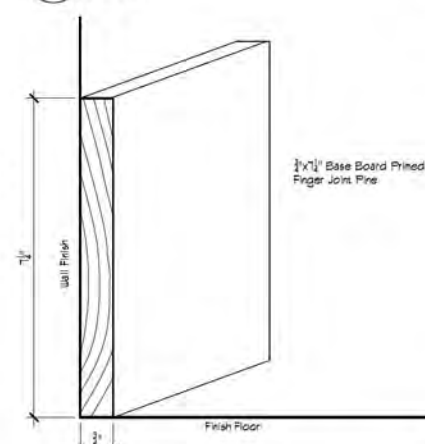
2 SECOND FLOOR - FLOOR FINISH (VERIFY FLOOR PATTERN / ORIENTATION WITH ARCHITECT & OWNER)
A5.0 1/8" = 1'-0"



3 SECOND FLOOR - FLOOR FINISH (VERIFY FLOOR PATTERN / ORIENTATION WITH ARCHITECT & OWNER)
A5.0 1/8" = 1'-0"



4 DOOR CASING PROVIDE MOCK UP
A5.0 6" = 1'-0"



5 BASE MOULD (WB-1)
A5.0 6" = 1'-0" PROVIDE MOCK UP

FINISH FLOOR HATCH LEGEND	
	CON-1 (CONCRETE)
	WD-1 (WOOD)
	TILE-1 (INTERIOR TILE)
	TILE-2 (EXTERIOR GRADE TILE)
	TILE-3 (PAVERS ON PEDESTAL SYSTEM)
	CP-1 (CARPET)

	ROOM FINISH SCHEDULE										
	ROOM NO.	ROOM NAME	FLOORS		WALLS			CEILINGS			REMARKS
			FINISH	BASE	MATERIAL	FINISH	WAINSCOT	FINISH	HEIGHT	MOULDING	
LEASE SPACE	001	Front Entry	CON-1	N/A				1x8 T&G "V" Groove	N/A	None	
	100	Lease Space	BY TENANT	BY TENANT	BY TENANT	BY TENANT		BY TENANT	10'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
	101	Riser Room	CON-1	NONE	5/8" Gypsum			5/8" Type "X" Fire Rated	10'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
RESIDENTIAL UNIT A	102	Unit-A Entrance	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
	103	Storage	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
	201	Stairwell	WD-1	None / Stringer	1/2" Gypsum			1/2" Gypsum	12'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
	202	Gallery	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	203	Laundry / Butler	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	204	Kitchen	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	205	Living	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	206	Dining	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	207	Balcony	TILE-2	NONE	NONE			NONE	N/A		
	208	Powder	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
	209	Master Bedroom	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
	210	Master Bath	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	211	Toilet	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	212	Master Closet	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	213	Stairwell	WD-1	None / Stringer	1/2" Gypsum			1/2" Gypsum	10'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
	214	Mechanical		NONE	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	215	Hallway	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	216	Mechanical		NONE	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	217	Bedroom 2	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	218	Bath 2	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	219	Closet 2	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	220	Shower	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	221	Bedroom 3	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	222	Bath 3	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	223	Closet 3	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	10'-0"	None	
	224	Outdoor Living / Dining	TILE-3	NONE	Brick			1x8 T&G "V" Groove	10'-0"	1x3	
	225	Storage / Solar	TILE-2	NONE	1/2" Moisture Resistant Gyp.			1/2" Moisture Resistant Gyp.	10'-0"	None	
	226	Utility Deck	TPO	NONE	Brick			NONE	N/A	None	
RESIDENTIAL UNIT B	301	Living / Dining	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	302	Kitchen	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
	303	Balcony	TILE-2	NONE	Stucco			NONE	N/A	None	
	304	Laundry		WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	305	Mechanical		NONE	1/2" Gypsum			1/2" Gypsum	N/A	None	
	306	Bedroom 1	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	307	Sink 1	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	308	Bath 1	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	
	309	Bedroom 2	WD-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
	310	Bath 2	TILE-1	WB-1	1/2" Gypsum			1/2" Gypsum	12'-0"	None	5/8" Type "X" Fire Rated @ 1hr Wall
FINISH LEGEND											
TAG	DESCRIPTION		MANUFACTURE / PRODUCT SPECIFICATION							REMARKS	
FLOORS											
CON-1	CONCRETE		TROWEL FINISH SMOOTH, SEALED								
WD-1	SOLID 1X8 T&G		SEE OWNER FOR SELECTION								
TILE-1	INTERIOR TILE		SEE OWNER FOR SELECTION								
TILE-2	EXTERIOR GRADE TILE		SEE OWNER FOR SELECTION								
TILE-3	24"x24" PAVERS ON PEDESTAL SYSTEM		SEE OWNER FOR SELECTION								
CP-1	LOW PILE CARPET		SEE OWNER FOR SELECTION								
TPO	THERMOPLASTIC POLYOLEFIN (TPO)		60 MIL SINGLE PLY THERMOPLASTIC POLYOLEFIN (TPO)								

LEBATARD
ARCHITECTURE, PLLC
311 EASTVIEW DRIVE, BLOOMINGDALE, MS 39531
228-885-5099
WWW.LB-ARCH.COM

September 19, 2024

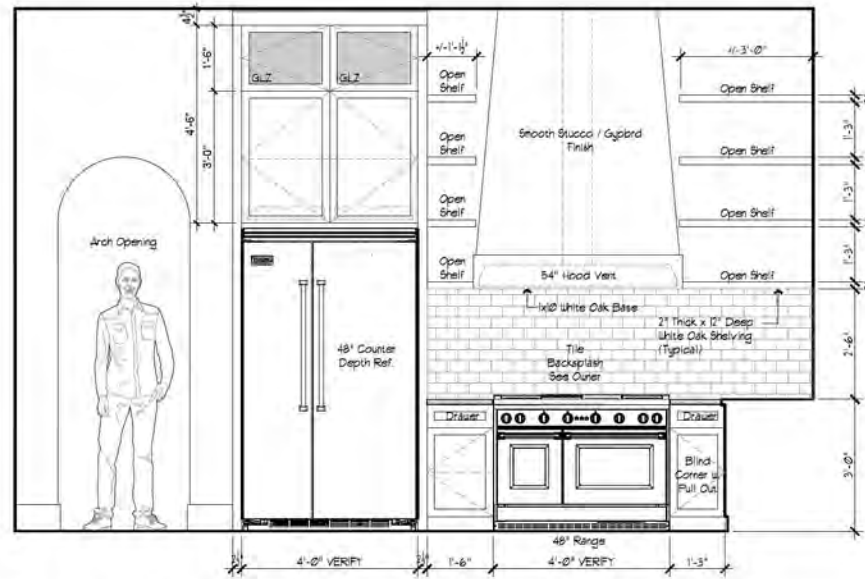
REGISTERED ARCHITECT
STATE OF MISSISSIPPI
DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT
STAGGER'S MIXED USE
456 MORPHY AVENUE, FAIRHOPE AL 36532

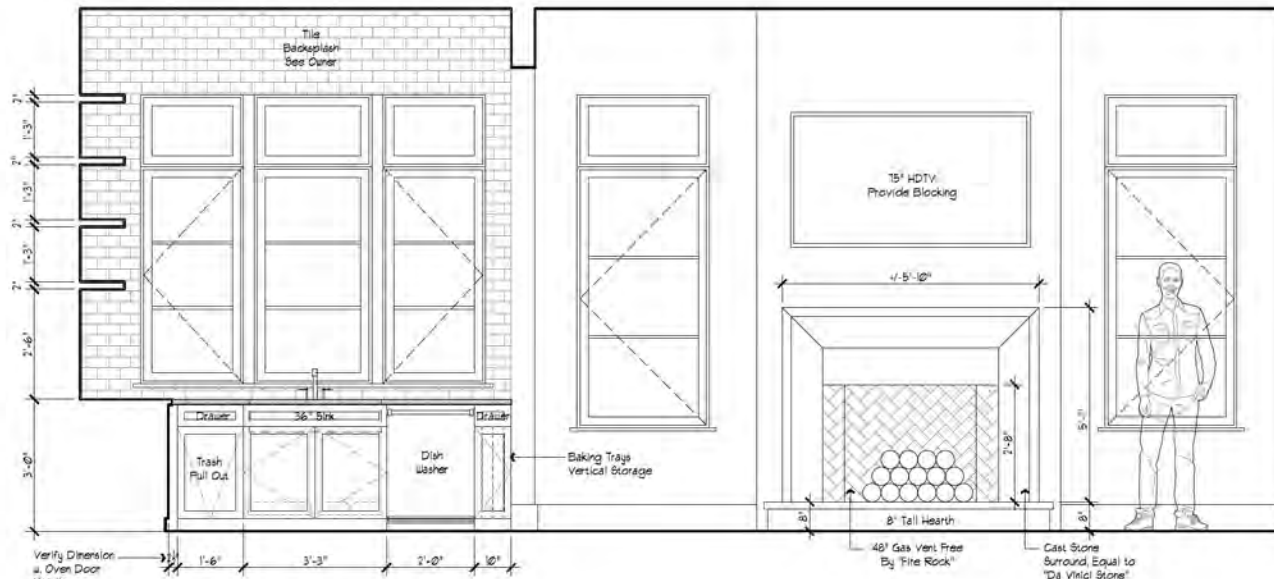
DRAWING ISSUE DATE:
September 19, 2024
REVISION

SHEET TITLE
ROOM SCHEDULE

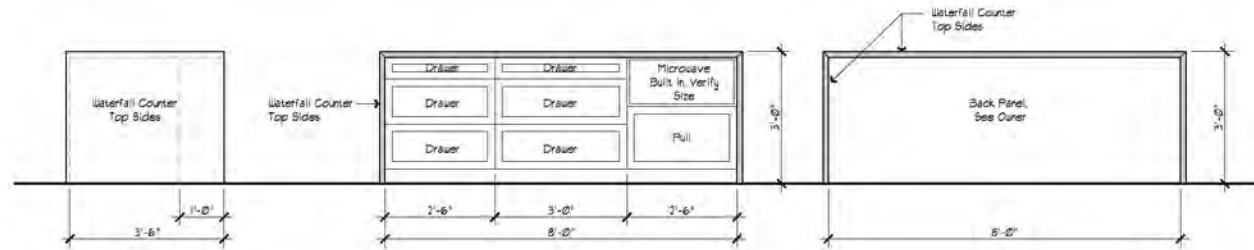
SHEET NUMBER
A5.0



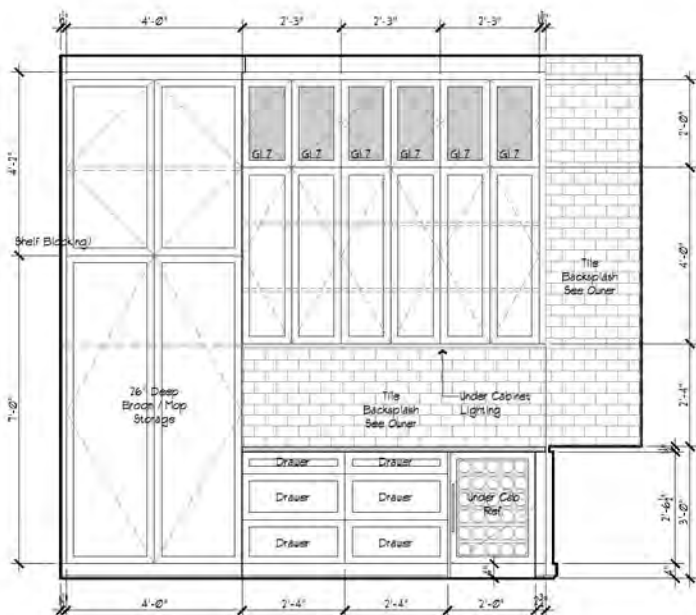
1 KITCHEN
A6.1 1/2" = 1'-0"



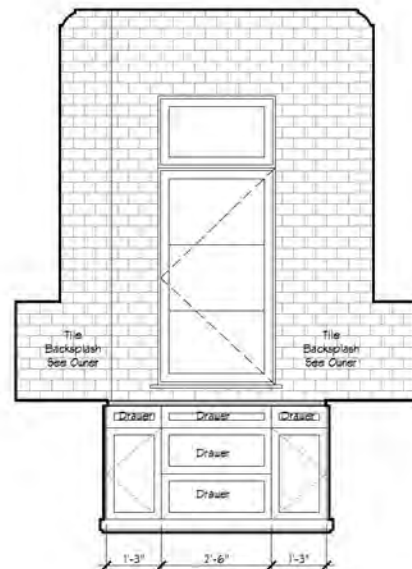
2 KITCHEN / FIREPLACE
A6.1 1/2" = 1'-0"



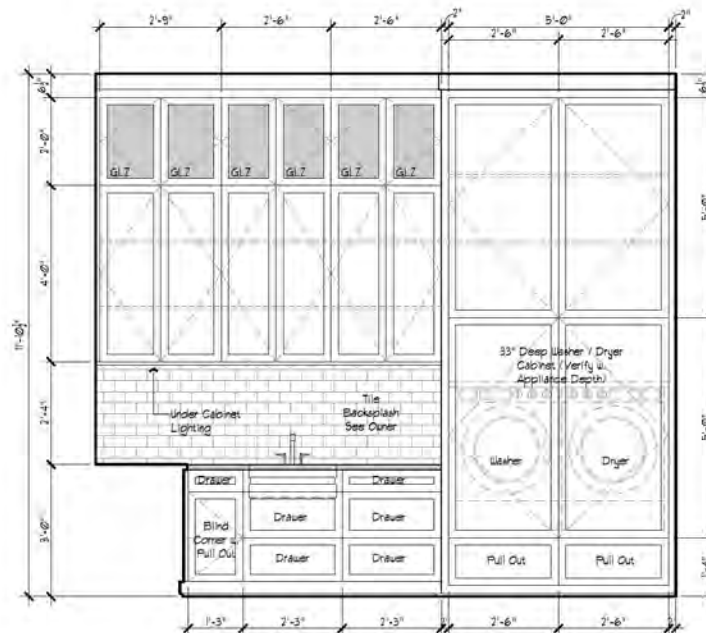
3 KITCHEN ISLAND
A6.1 1/2" = 1'-0"



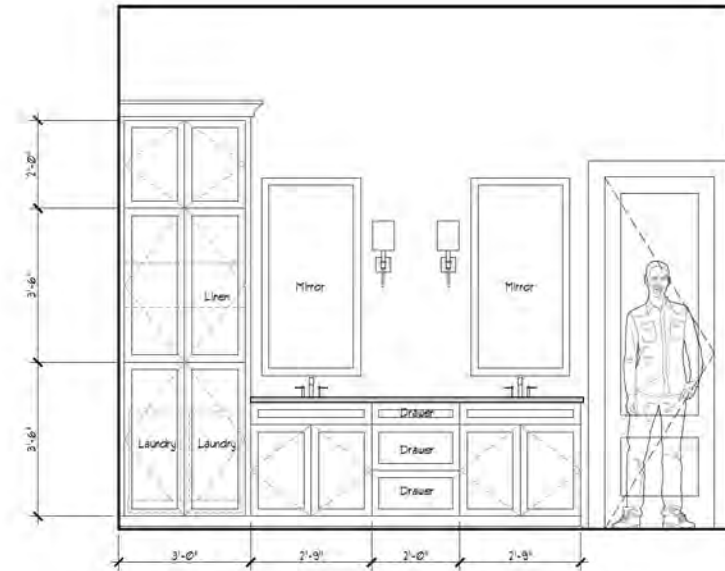
4 BUTLER'S PANTRY
A6.1 1/2" = 1'-0"



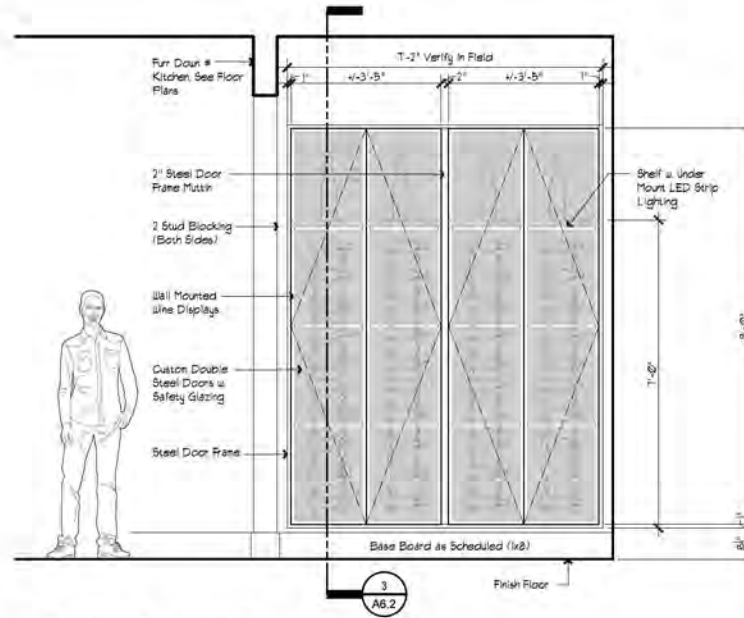
5 BUTLER'S PANTRY
A6.1 1/2" = 1'-0"



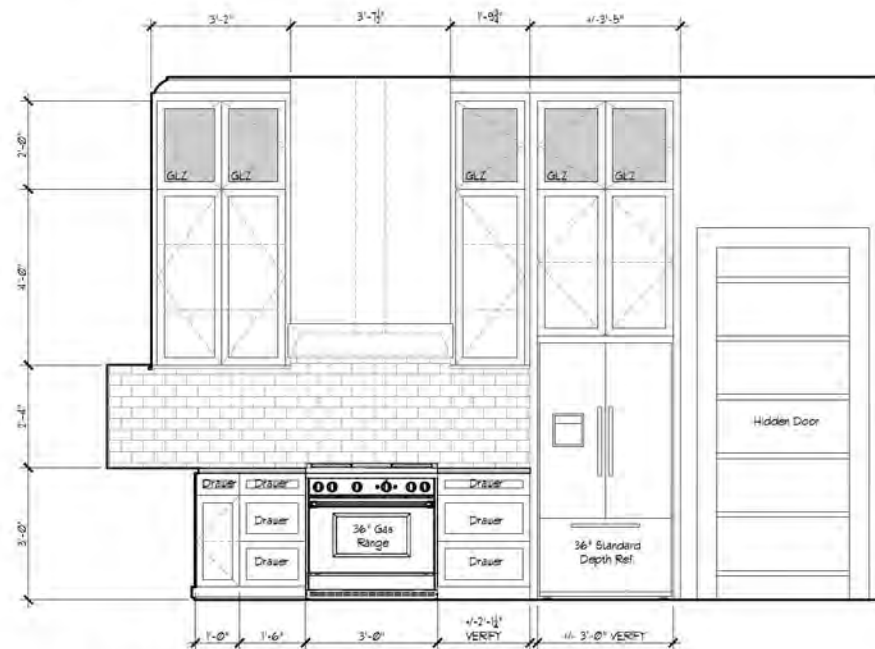
6 BUTLER'S PANTRY
A6.1 1/2" = 1'-0"



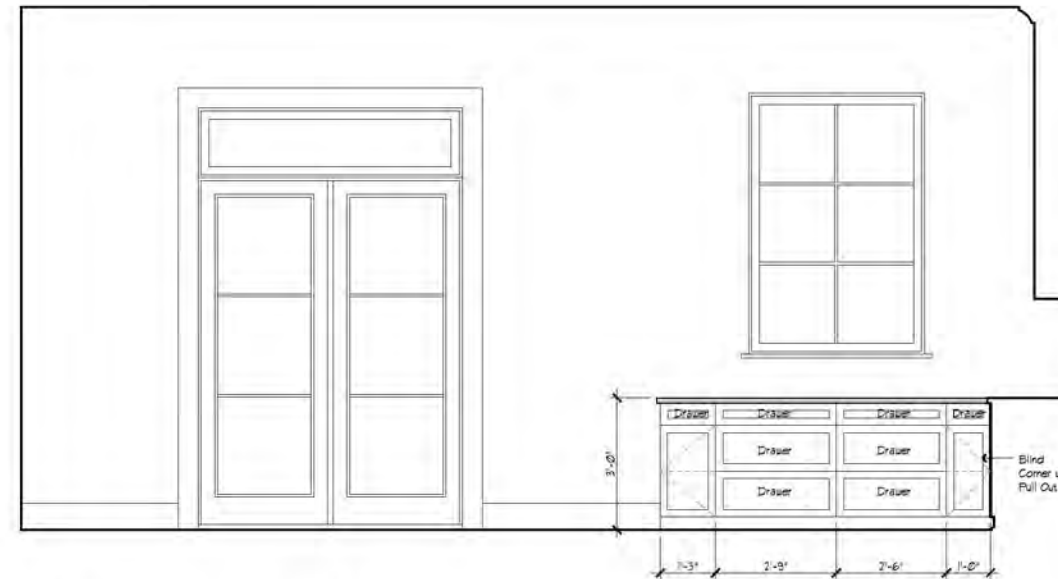
1 MASTER BATH
A6.2 1/2" = 1'-0"



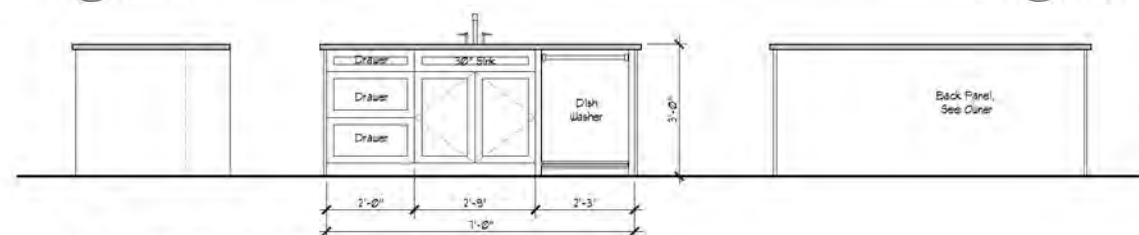
2 WINE CABINET
A6.2 1/2" = 1'-0"



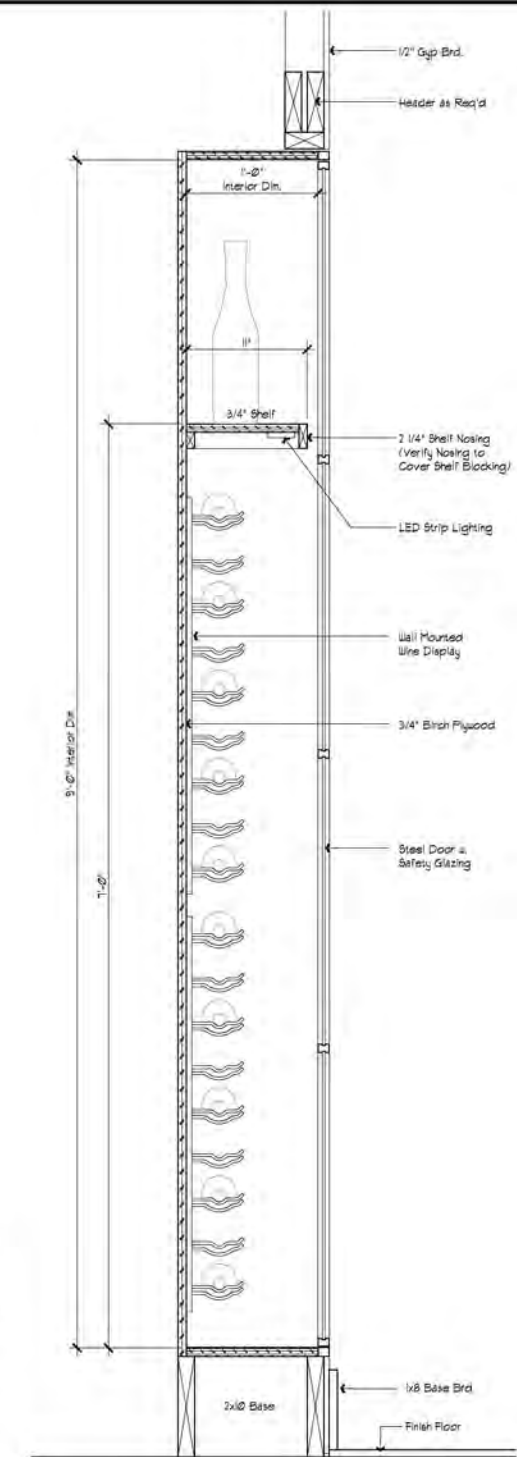
4 KITCHEN - UNIT B
A6.2 1/2" = 1'-0"



5 KITCHEN / LIVING - UNIT B
A6.2 1/2" = 1'-0"



6 KITCHEN ISLAND - UNIT B
A6.2 1/2" = 1'-0"



3 WINE CABINET SECTION
A6.2 1/2" = 1'-0"

This Instrument Prepared By:
Yanya O'Hara, Esq.
Hand Arendall Harrison Sale LLC
71 N. Section Street
Fairhope, Alabama 36532
251-990-0079

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 6th day of August 2024 (the "**Effective Date**"), by and among BON AVENTURE TOO, LLC, an Alabama limited liability company ("**BAT**"), FAIRHOPE UNITED METHODIST CHURCH, a religious corporation ("**FUMC**"), and FAIRHOPE SINGLE TAX CORPORATION, a non-profit corporation ("**FSTC**"). BAT and FUMC are sometimes referred to herein as a "**Party**" and collectively, as the "**Parties**".

WITNESSETH

WHEREAS, FSTC is the owner of certain real property located at 456 Morphy Avenue, Fairhope, Alabama 36532, as more particularly described in Exhibit "A" attached hereto and made a part hereof ("**Parcel A**"), and that certain real property located at 155 S. Section Street, Fairhope, Alabama 36532, as more particularly described in Exhibit "B" attached hereto and made a part hereof ("**Parcel B**");

WHEREAS, Parcel A and Parcel B are individually referred to herein as a "**Parcel**" and collectively as the "**Parcels**";

WHEREAS, the Parcels are adjacent to and contiguous with each other;

WHEREAS, BAT is the lessee of Parcel A pursuant to that certain Ground Lease Agreement dated February 22, 2023, by and between FSTC and BAT, recorded as Instrument No. 2051329 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, FUMC is the lessee of Parcel B pursuant to that certain Ground Lease Agreement dated November 1, 2001, by and between FSTC and FUMC, recorded as Instrument No. 632710 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, BAT is currently developing and constructing a mixed use commercial and residential apartment complex on Parcel A (the "**Project**");

WHEREAS, in connection with the construction, development and operation of the Project, BAT and FUMC acknowledge and agree that certain easements are necessary and appropriate over, under, across and through Parcel B so that the Project can be developed and operated on Parcel A, and that certain easements are necessary and appropriate over, across and through certain portions of Parcel A so that pedestrians and vehicles may ingress and egress Parcel B;

WHEREAS, BAT intends to grant herein, as an appurtenance to Parcel B, that certain Parcel A Driveway Easement (hereinafter defined) and that certain Temporary Parcel B Driveway Works Easement (hereinafter defined) (collectively, the "**BAT Easements**");

WHEREAS FUMC intends to grant herein, as an appurtenance to Parcel A, that certain (i) Parcel B Driveway Easement (hereinafter defined), (ii) Drainage Easement (hereinafter defined) (iii) the Temporary Parcel A Driveway Works Easement (hereinafter defined) and (iv) the Temporary Drainage Works Easement (collectively the "**FUMC Easements**");

WHEREAS, the BAT Easements and the FUMC Easements are collectively referred to herein as the “**Easements**”;

WHEREAS, as a component of the Easements, BAT and FUMC also intend to provide herein for certain obligations and restrictions with respect to the operation and maintenance of the Parcels and the facilities and improvements constructed thereon; and

WHEREAS, FSTC does hereby join in this Agreement for purposes of acknowledging and consenting to the granting and/or creation of the Easements and nothing more.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of the Easement Payment (hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do acknowledge and consent to the following easements, rights, covenants, restrictions and obligations.

1. BAT EASEMENT

a. Parcel A Driveway Easement.

i. BAT does hereby declare, create and establish, for the benefit of and as an appurtenance to Parcel B and as a burden on Parcel A, and does hereby grant, sell and convey unto FUMC, and its employees, agents, contractors, subcontractors, customers, visitors, invitees, licensees, tenants and/or occupants, successors and/or assigns (collectively the “**FUMC Permittees**”), a perpetual, non-exclusive easement, right and privilege over, upon, under, across and through that portion of Parcel A as depicted on and legally described in Exhibit “C” attached hereto and made a part hereof (the “**Parcel A Driveway Easement Area**”) for the purpose of providing vehicular and pedestrian ingress and egress over, upon, across and through that portion of the driveway located within the Parcel A Driveway Easement Area (the “**Parcel A Driveway**”) to and from Morphy Avenue and Parcel B (the “**Parcel A Driveway Easement**”).

ii. Upon completion of the Parcel A Driveway within the Parcel A Driveway Easement Area, BAT shall periodically inspect, maintain, repair and/or replace, or cause to be inspected, maintained, repaired and/or replaced the Parcel A Driveway located within the Parcel A Driveway Easement Area in good condition and repair, suitable for the safe passage of pedestrians and vehicles.

2. FUMC EASEMENTS

a. **Easement Payment.** For and in consideration of the sum of Ten Thousand and NO/100 Dollars (\$10,000.00) payable by BAT to FUMC on the Effective Date of this Agreement, FUMC grants the FUMC Easements to BAT, subject to the terms and conditions of this Agreement.

b. Parcel B Driveway Easement.

i. FUMC does hereby declare, create and establish, for the benefit of and as an appurtenance to Parcel A and as a burden on Parcel B, and does hereby grant, sell and convey unto BAT, and its employees, agents, contractors, subcontractors, customers, visitors, invitees, licensees, tenants and/or occupants, successors and/or assigns (collectively, the “**BAT Permittees**”), a perpetual, non-exclusive easement, right and privilege over, upon, under, across and through that portion of Parcel B as depicted on and legally described in Exhibit “D” attached hereto and made a part hereof (the “**Parcel B Driveway Easement Area**”) for the purpose of providing vehicular and pedestrian ingress and egress over, upon, across and through that portion of the driveway located within the Parcel B Driveway Easement Area (the “**Parcel B Driveway**”) to and from Morphy Avenue and Parcel A (the “**Parcel B Driveway Easement**”).

ii. FUMC shall periodically inspect, maintain, repair and/or replace, or cause to be inspected, maintained, repaired and/or replaced the Parcel B Driveway located within the Parcel B Driveway Easement Area in good condition and repair, suitable for the safe passage of pedestrians and vehicles.

c. **Drainage Easement.**

i. FUMC does hereby declare, create and establish, for the benefit of and as an appurtenance to Parcel A and as a burden on Parcel B, and does hereby grant, sell and convey unto BAT, and the BAT Permittees, a perpetual, non-exclusive easement, right and privilege over, upon, under, across and through that portion of Parcel B as depicted on and legally described in Exhibit "E" attached hereto and made a part hereof (the "**Drainage Easement Area**") for the purpose of constructing, tying into, connecting, installing, maintaining, operating and/or repairing certain stormwater drainage improvements consisting of a drainage pipe and other facilities and equipment (the "**Drainage Improvements**") sufficient to transmit and/or carry water drainage from Parcel A to and through the drainage pipe located on Parcel B within the Parcel B Drainage Easement Area (the "**Drainage Easement**") together with all necessary rights of access, ingress and egress over, upon, under, across and through such Parcel B Drainage Easement Area for purposes of the Drainage Easement. FUMC shall not have the right to relocate the Drainage Easement or the Drainage Easement Area in the future without the prior written consent of BAT.

ii. Upon completion of the Drainage Improvements, BAT shall periodically inspect, maintain, repair and/or replace or cause to be inspected, maintained, repaired and/or replaced the Drainage Improvements located within the Drainage Easement Area (the "**Drainage Maintenance**") in a reasonable manner, ordinary wear and tear accepted, so as to permit use of the Drainage Improvements for flow of storm water through the Drainage Improvements. Subject to Section 4 of this Agreement, FUMC shall have no responsibility or obligation with respect to the Drainage Maintenance, and BAT shall have no responsibility or obligation with respect to the other drainage improvements located on Parcel B.

3. **TEMPORARY EASEMENTS**

a. **Temporary Parcel A Driveway Works Easement.** In connection with any construction, installation, inspection, maintenance, repair and/or replacement works to be performed with respect to the Parcel A Driveway within the Parcel A Driveway Easement Area (the "**Parcel A Driveway Works**"), FUMC does hereby grant, sell and convey to BAT and the BAT Permittees, for the benefit of and as an appurtenance to the Parcel A and as a burden on Parcel B, a temporary easement (the "**Temporary Parcel A Driveway Works Easement**") in, upon, over, across and through Parcel B for encroachments over, upon, under, across and through those portions of Parcel B lying within twenty (20) feet of the Parcel A Driveway Easement Area as depicted and legally described on Exhibit "F" attached hereto and made a part hereof (the "**Temporary Parcel A Driveway Works Easement Area**"). The Temporary Parcel A Driveway Works Easement Area shall include an easement and license to enter onto the Temporary Parcel A Driveway Works Easement Area for purpose of ingress and egress for construction vehicles and construction personnel in connection with any Parcel A Driveway Works being undertaken within the Temporary Parcel A Driveway Works Easement Area. In the event BAT undertakes the Parcel A Driveway Works, BAT shall (i) undertake the Parcel A Driveway Works using commercially reasonable efforts to complete such works in a safe and expeditious manner, and (ii) return the Temporary Parcel A Driveway Works Easement Area to a substantially similar condition that the Temporary Parcel A Driveway Works Easement Area existed immediately prior to BAT undertaking the Parcel A Driveway Works.

b. **Temporary Parcel B Driveway Works Easement.** In connection with any construction, installation, inspection, maintenance, repair and/or replacement works to be performed with respect to the Parcel B Driveway within the Parcel B Driveway Easement (the "**Parcel B Driveway Works**"), BAT does hereby grant, sell and convey to FUMC and the FUMC Permittees, for the benefit of and as an appurtenance to the Parcel B and as a burden on Parcel A, a temporary easement (the "**Temporary Parcel B Driveway Works**")

Easement”) in, upon, over, under, across and through Parcel A for encroachments over, upon, under, across and through those portions of Parcel A lying within ten (10) feet of the Parcel B Driveway Easement Area as depicted and legally described on Exhibit “G” attached hereto and made a part hereof (the **“Temporary Parcel B Driveway Works Easement Area”**). The Temporary Parcel B Driveway Works Easement Area shall include an easement and license to enter onto the Temporary Parcel B Driveway Works Easement Area for purpose of ingress and egress for construction vehicles and construction personnel in connection with any Parcel B Driveway Works being undertaken within the Temporary Parcel B Driveway Works Easement Area. In the event FUMC undertakes the Parcel B Driveway Works, FUMC shall (i) undertake the Parcel B Driveway Works using commercially reasonable efforts to complete such works in a safe and expeditious manner, and (ii) return the Temporary Parcel B Driveway Works Easement Area to a substantially similar condition that the Temporary Parcel B Driveway Works Easement Area existed immediately prior to FUMC undertaking the Parcel B Driveway Works.

c. **Temporary Drainage Works Easement.** In connection with any construction, installation, inspection, maintenance, repair and/or replacement works to be performed with respect to the Drainage Improvements within the Drainage Easement Area (the **“Drainage Works”**), FUMC does hereby grant, sell and convey to BAT and the BAT Permittees, for the benefit of and as an appurtenance to Parcel A and as a burden on Parcel B, a temporary easement (the **“Temporary Drainage Works Easement”**) in, upon, over, under, across and through Parcel B for encroachments over, upon, under, across and through those portions of Parcel B as depicted and legally described on Exhibit “H” attached hereto and made a part hereof (the **“Temporary Drainage Works Easement Area”**). The Temporary Drainage Works Easement Area shall include an easement and license to enter onto the Temporary Drainage Works Easement Area for purpose of ingress and egress for construction vehicles and construction personnel in connection with any Drainage Works being undertaken within the Drainage Easement Area. In the event BAT undertakes the Drainage Works, BAT shall (i) undertake the Drainage Works using commercially reasonable efforts to complete such works in a safe and expeditious manner, and (ii) return the Temporary Drainage Works Easement Area to a substantially similar condition that the Temporary Drainage Works Easement Area existed immediately prior to BAT undertaking the Drainage Works.

d. **Notice of Works.** A Party seeking to undertake the Parcel A Driveway Works, the Parcel B Driveway Works or the Drainage Works, shall provide the other Party with ten (10) calendar days prior written notice each and every time a Party requires access to and use of the Temporary Parcel A Driveway Works Easement, the Temporary Parcel B Driveway Works Easement and/or the Temporary Drainage Works Easement (collectively, the **“Temporary Easements Works Notice”**). At such time a Party completes any and all works the subject of the Temporary Easements Works Notice, such Party shall provide written notice to the other Party advising that such works are complete (**“Completion Notice”**), and such Temporary Easements Works Notice shall terminate effective as of the date of the Completion Notice.

4. DAMAGE TO EASEMENTS

Notwithstanding anything contained herein to the contrary, if a BAT/BAT Permittee or a FUMC/FUMC Permittee damages (where such damage results other than from the normal course of use of any improvements located within any portion of the Parcel A Driveway Easement Area, the Parcel B Driveway Easement Area, the Drainage Easement Area, the Temporary Parcel A Driveway Works Easement Area, the Temporary Parcel B Driveway Works Easement Area and/or the Temporary Drainage Works Easement Area (collectively, the **“Easement Areas”**), destroys, or in any way impairs and/or fails to maintain any improvements located within any portion of the Easement Areas (**“Improvements”**), the Party responsible for such damage (as applicable, the **“Responsible Party”**) shall repair, replace and/or restore the Improvements located within such portion of the Easement Areas, at the Responsible Party’s sole cost and expense, to a substantially similar condition that existed prior to such damage occurring. In the event that the Responsible Party does not repair, replace and/or restore the Improvements located within such portion of the Easement Areas to a substantially similar condition that existed prior to such damage occurring within thirty (30) days upon receipt of demand from a Party who is not responsible for such damage (as applicable, the **“Non-Responsible Party”**), then the Non-Responsible Party

may repair, replace and/or restore the Improvements located within such portion of the Easement Areas and invoice the Responsible Party for the Non-Responsible Party's costs and/or expenses incurred in connection with repairing, replacing and/or restoring the Improvements located within such portion of the Easement Areas (a **"Non-Responsible Party Invoice"**). The Responsible Party shall pay any Non-Responsible Party Invoice to the Non-Responsible Party within ten (10) calendar days of receipt of a Non-Responsible Party Invoice. If the Responsible Party fails to pay any amount due to the Non-Responsible Party pursuant to a Non-Responsible Party Invoice in accordance with this Section the amount owed shall bear interest from and after the date due at the lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the highest rate permitted by law (the **"Default Rate"**), and the Non-Responsible Party may pursue any and all available legal remedies to collect any such outstanding amount.

5. INDEMNIFICATION.

Each Party shall indemnify and hold every other Party, including the BAT Permittees and/or the FUMC Permittees, as applicable, harmless (except for loss or damage resulting from the gross negligence or intentional misconduct of such other Party, including the BAT Permittees and/or the FUMC Permittees, as applicable) from and against any and all damages, liability actions, claims and expenses (including, without limitation, reasonable attorneys' fees) in connection with the loss of life, personal injury and/or damage to property arising from, out of, or in any manner connected with the acts or omissions of the indemnifying Party, including the BAT Permittees and/or the FUMC Permittees, as applicable, in exercising the rights and obligations granted and set forth herein.

6. MECHANICS' LIENS

In the event that any mechanics', materialmen's or other liens are filed against or become an encumbrance on any portion of Parcel A and/or Parcel B, as applicable, as a result of any works undertaken by the BAT/BAT Permittees, or by FUMC/FUMC Permittees, as applicable (the **"Works"**) the party undertaking the Works (the **"Party Undertaking the Works"**) shall, within fifteen (15) days of receipt of written notice of the recording of such lien, obtain by discharge, bond or otherwise the release of any such lien as an encumbrance on Parcel A and/or Parcel B, as applicable. The Party Undertaking the Works shall indemnify, defend and hold harmless the party not undertaking the Works (the **"Party Not Undertaking the Works"**) against any such liens and from any and all expense and liability in connection therewith, including but not limited to attorneys' fees and court costs resulting therefrom. If the Party Undertaking the Works fails to obtain a release of any such lien within such fifteen (15) day period, the Party Not Undertaking the Works may elect (but shall not be obligated to) to cause the release of any such lien to occur, and invoice the Party Undertaking the Works for the Party Not Undertaking the Works' costs and/or expenses incurred in connection therewith. The Party Undertaking the Works shall reimburse the Party Not Undertaking the Works for such invoice amount within five (5) days of receipt of an invoice for such costs and/or expenses. If the Party Undertaking the Works fails to pay any amount due in accordance with this Section, the amount owed shall bear interest from and after the date due at the Default Rate, and the Party Not Undertaking the Works may pursue any and all available legal or equitable remedies to collect any such outstanding amount.

7. RESERVATION OF RIGHTS

a. Except as otherwise provided for herein, BAT hereby reserves for itself the full and unrestricted right to use Parcel A (including the portions thereof that are subject to the BAT Easements) for any purposes whatsoever including, without limitation, the right to grant utility easements (by plat or otherwise), and the installation, repair, and maintenance of underground utilities across and under Parcel A, so long as the BAT Easements and rights associated therewith granted hereby are not materially and adversely affected by the exercise of such rights.

b. Except as otherwise provided for herein, FUMC hereby reserves for itself the full and unrestricted right to use Parcel B (including the portions thereof that are subject to the FUMC Easements) for

any purposes whatsoever including, without limitation, the right to grant utility easements (by plat or otherwise), and the installation, repair, and maintenance of underground utilities across and under the Parcel B, so long as the FUMC Easements and rights associated therewith granted hereby are not materially and adversely affected by the exercise of such rights.

8. COORDINATION OF EASEMENTS

To the extent that any portion of Parcel A and/or Parcel B is encumbered by one or more Easements established, granted and/or created herein, the Party whose Parcel is burdened by such Easement(s) shall coordinate any and all actions with respect to construction, inspection, installation, maintenance, repair and/or replacement of any and all improvements located thereon (the "**Works**") with such Party obligated under this Agreement to undertake the Works, in order to provide for the orderly and harmonious use and operation of such Party's Parcel including any and all Improvements located thereon.

9. SUBORDINATION OF MORTGAGES

It is the intention of the Parties, and/or their successors and/or assigns, that the holders of all existing and future deeds of trust, mortgages and/or other interests with respect to each of the Parcels shall acquire and/or hold their respective deeds of trust, mortgages and/or other interests subject and subordinate in all respects to this Agreement and the Easements established, granted and/or created herein, and that the foreclosure or other exercise of rights by such holder shall not terminate or cancel the Easements or this Agreement in any respect.

10. INSURANCE

a. BAT and FUMC shall purchase and maintain, and shall cause its contractors, agents, subcontractors and suppliers, as applicable ("**Contractors**"), to purchase and maintain adequate insurance to protect against the liabilities and obligations of BAT and FUMC under this Agreement, including, without limitation, a commercial general liability insurance policy(ies) with: (a) contractual liability coverage to fully insure any indemnification obligations in this Agreement; (b) coverage for personal injury and property damage; (c) workers compensation as required by the laws of the State of Alabama.

b. The insurance policy(ies) required to be procured and maintained by BAT and FUMC and each of its respective Contractors, as applicable, under this Agreement shall be issued by one or more responsible insurance companies licensed to do business in the State of Alabama. BAT and FUMC, as applicable, shall be named as an additional insured under all policies required pursuant to this Agreement and in all events such insurance shall be primary to any liability insurance carried by such Party. All such policies shall contain the following endorsements: (i) that such insurance may not be cancelled or amended except upon thirty (30) days' prior written notice from the insurance company to the applicable Party, and (ii) that such Party shall be solely responsible for the payment of all premiums under such policy, and that the non-procuring Party, shall not have any obligation for the payment of any premiums under such policy. Each Party agrees to deliver to such other Party, all certificates of insurance for all such policies of insurance prior to such Party first exercising its rights hereunder, and at least ten (10) calendar days prior to the expiration of any such policy, such Party, shall deliver to the other Party, as applicable, all certificates of insurance evidencing the renewal thereof. Should a Party fail to provide the insurance coverages required herein (the "**Failing Party**"), then the other Party shall have the right but not the obligation to procure such insurance and the Failing Party shall promptly reimburse the other Party for any such amounts so expended; provided that nothing herein shall be interpreted as requiring the non-procuring Party, to secure such insurance.

11. REMEDIES

a. If a Party defaults in the performance of any obligation under this Agreement (the "**Defaulting Party**"), which default affects the Parcel of the other Party or any occupant thereof (the "**Affected Party**"), the Affected Party shall provide written notice of such default to the Defaulting Party ("**Notice of Default**"), and if

the Defaulting Party fails to cure the default within thirty (30) days of receipt of the Notice of Default (or if the same cannot be reasonably cured within thirty (30) days, fails to commence said cure with the thirty (30) day period and fails to proceed diligently to cure the same, or in the event of an emergency after such notice as is practical under the circumstances), the Affected Party shall have the right, but not the obligation, to perform such obligation on behalf of the Defaulting Party. In such event, the Defaulting Party shall promptly reimburse the Affected Party for any and all costs and/or expenses incurred by the Affected Party, together with interest thereon from the date of outlay at the Default Rate. Nothing in this Section shall be deemed to limit any other remedy at law or in equity which non-defaulting party may have with respect to such default, including, without limitation, a suit or suits for injunction, specific performance and damages.

b. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of such Party. Any costs and expenses of any such proceeding (including, without limitation, attorneys' fees in a reasonable amount) shall be paid by the Defaulting Party.

c. No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms or conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default under the same provision or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided for in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided for herein or at law or in equity.

d. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Agreement.

12. MISCELLANEOUS PROVISIONS

a. Except as otherwise expressly provided for herein, this Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law. If, under applicable law, any provision of this Agreement is limited to a lesser term, such lesser term shall automatically apply to such provision but shall not affect the balance hereof.

b. Every agreement, declaration, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, declared, granted or assumed, as the case may be, in this Agreement shall constitute an equitable servitude on the Parcel owned by such Party, and the benefits and burdens thereof shall run with the title to the Parcels. Any transferee of any part of a Parcel shall automatically be deemed, by acceptance of the title to any portion of such Parcel, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Parcel and to have agreed with the then owner or owners of all other portions of the Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. Upon the completion of such transfer, the transferor shall be relieved of all further liability under this Agreement except liability with respect to matters remaining unsatisfied which arose during its period of ownership of the Parcel or portion thereof so conveyed.

c. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention of BAT and FUMC, and their successors and assigns that nothing in this Agreement, express or implied, shall confer upon any person, other than BAT and FUMC, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement. No easements, except those expressly set forth herein shall be implied by this Agreement.

d. If any provisions of this Agreement, or any portion thereof, or the application thereof to any persons or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this

Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

f. The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

g. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render any Party liable for the debts of any other Party.

h. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

i. This Agreement may only be amended, modified, or terminated by an agreement in writing, executed and acknowledged by the undersigned Parties or their successors or assigns. Any such amendment, modification or termination shall be recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

j. In the event of any dispute concerning enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

k. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, BAT has caused this Agreement to be executed by and through its duly authorized representative effective as of the Effective Date.

BAT:

BON ADVENTURE TOO, LLC, an Alabama limited liability company

By: William Staggens
Name: William Staggens
As Its: Sole Member

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned notary public in and for said County in said State, hereby certify that William Staggens, as Sole member of Bon Adventure Too, LLC, an Alabama limited liability company is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he, as such member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of July, 2024.

Lisha E. Klumpp

NOTARY PUBLIC

My Commission Expires: 10/10/2026



IN WITNESS WHEREOF, FUMC has caused this Agreement to be executed by and through its duly authorized representative effective as of the Effective Date.

FUMC:

FAIRHOPE UNITED METHODIST CHURCH, a religious corporation

By: 

Name: Michael Chambless

Title: Chairman of the Trustees Committee, Fairhope United Methodist Church

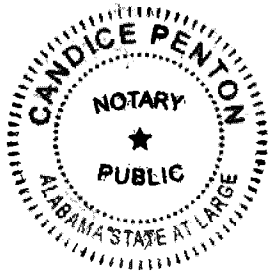
STATE OF ALABAMA

COUNTY OF Mobile

I, the undersigned notary public in and for said County in said State, hereby certify that Michael Chambless, as Chairman of the Trustees Committee, Fairhope United Methodist Church, a religious corporation is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he, as such Chairman of the Trustees Committee, Fairhope United Methodist Church and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of July, 2024.

{SEAL}




NOTARY PUBLIC

My Commission Expires: August 31, 2027

Candice Penton
Alabama State at Large
NOTARY PUBLIC
My Commission Expires
August 31st, 2027

IN WITNESS WHEREOF, FSTC does hereby join in the execution of this Agreement for the purposes of acknowledging and consenting to the granting and/or creation of the Easements, all effective as of the Effective Date and nothing more.

FSTC:

FAIRHOPE SINGLE TAX CORPORATION, a non-profit corporation

By: 
Name: Reuben E. Davidson, III
Title: FSTC Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned notary public in and for said County in said State, hereby certify that Reuben E. Davidson, III ↓, as the Secretary of Fairhope Single Tax Corporation, a non-profit corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, 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 31st day of July, 2024.
{SEAL} _____
NOTARY PUBLIC
My Commission Expires: _____

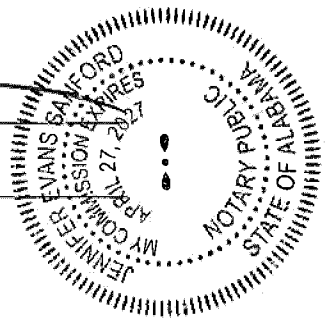


EXHIBIT "A"

Parcel A Legal Description

Lot nine (9), per replat of Lots 8, 9 and 10, in Ettel's Subdivision and replat of Lots 1, 2, 3, 5, 6, 7 and 8, Block one (1), Central Park Addition, lands of the Fairhope Single Tax Corporation in the City of Fairhope, Alabama filed for record October 5, 1949 and recorded in Map Book 3, Page 112 (Slide #159-A), Probate Records of Baldwin County, Alabama; Frac'l Section 17, Township 6 South, Range 2 East, Baldwin County, Alabama.

46-03-37-0-008-055.503

EXHIBIT "B"

Parcel B Legal Description

Lot eight (8), per replat of Lots 8, 9 and 10, in Ettel's Subdivision and replat of Lots 1, 2, 3, 5, 6, 7 and 8, Block one (1), Central Park Addition to City of Fairhope, Alabama filed for record October 5, 1949 and recorded in Probate Records in Map Book 3, Page 112; Section 17, T6S, R2E, Baldwin County, Alabama.

EXHIBIT "C"

**Parcel A Driveway Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°50'14"E A DISTANCE OF 9.34 FEET TO A POINT, THENCE RUN S00°09'11"W A DISTANCE OF 132.84 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 9, TO A POINT, THENCE RUN N 89° 50' 14"W, 9.34 FEET TO A POINT; THENCE RUN N00° 09' 11"E, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 132.84 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE SAID POINT BEING THE POINT OF BEGINNING. CONTAINS 1,240.74 SQUARE FEET.

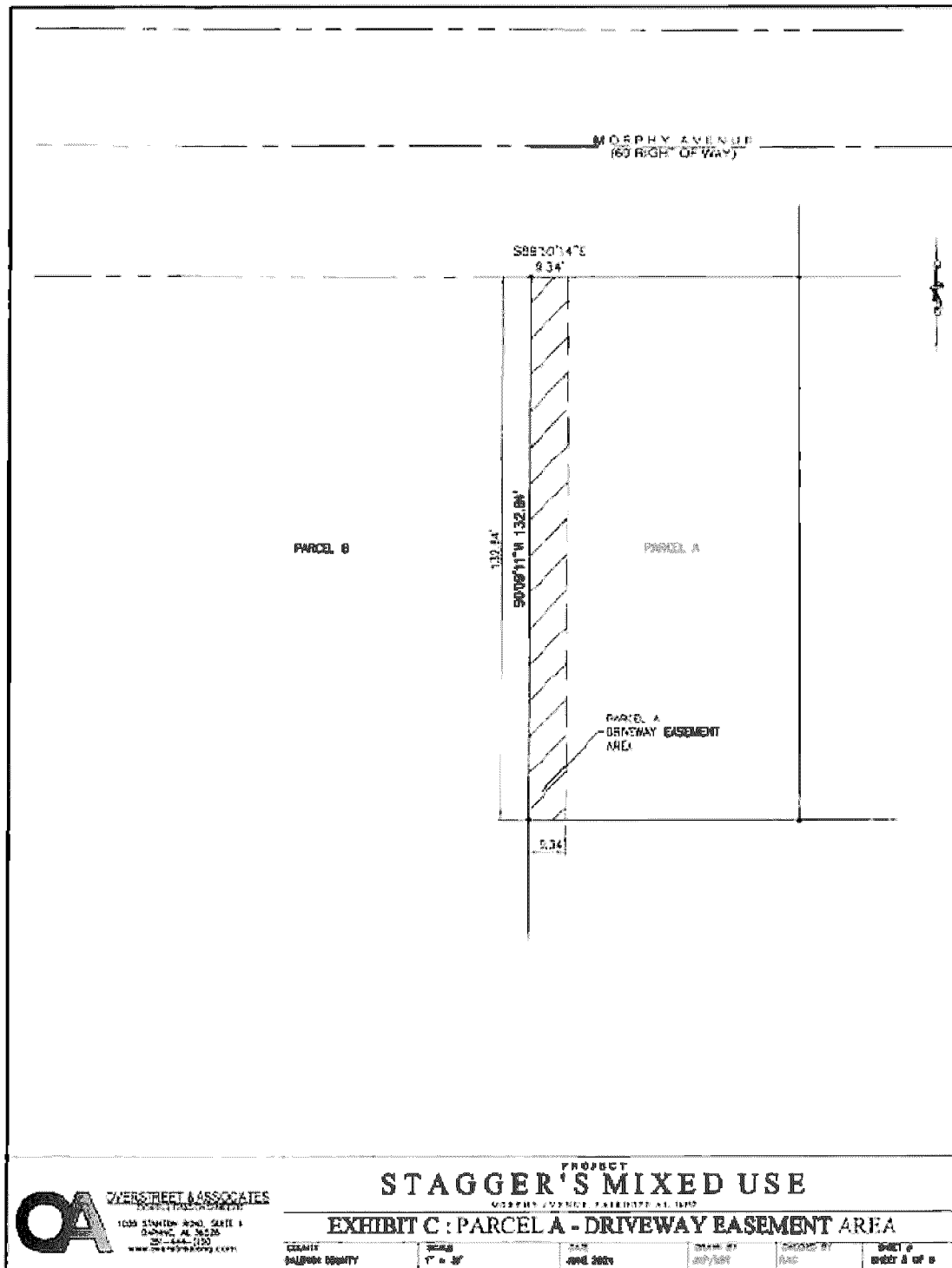


EXHIBIT "D"

**Parcel B Driveway Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°09'11"W DISTANCE OF 132.84 FEET TO A POINT, THENCE RUN S89°50'14"E A DISTANCE OF 10.66 FEET TO A POINT, THENCE RUN N00°09'11"E A DISTANCE OF 132.84 FEET, THENCE RUN S89°50'14"E A DISTANCE OF 10.66 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE - THE POINT OF BEGINNING. CONTAINS 1,416.09 SQUARE FEET.

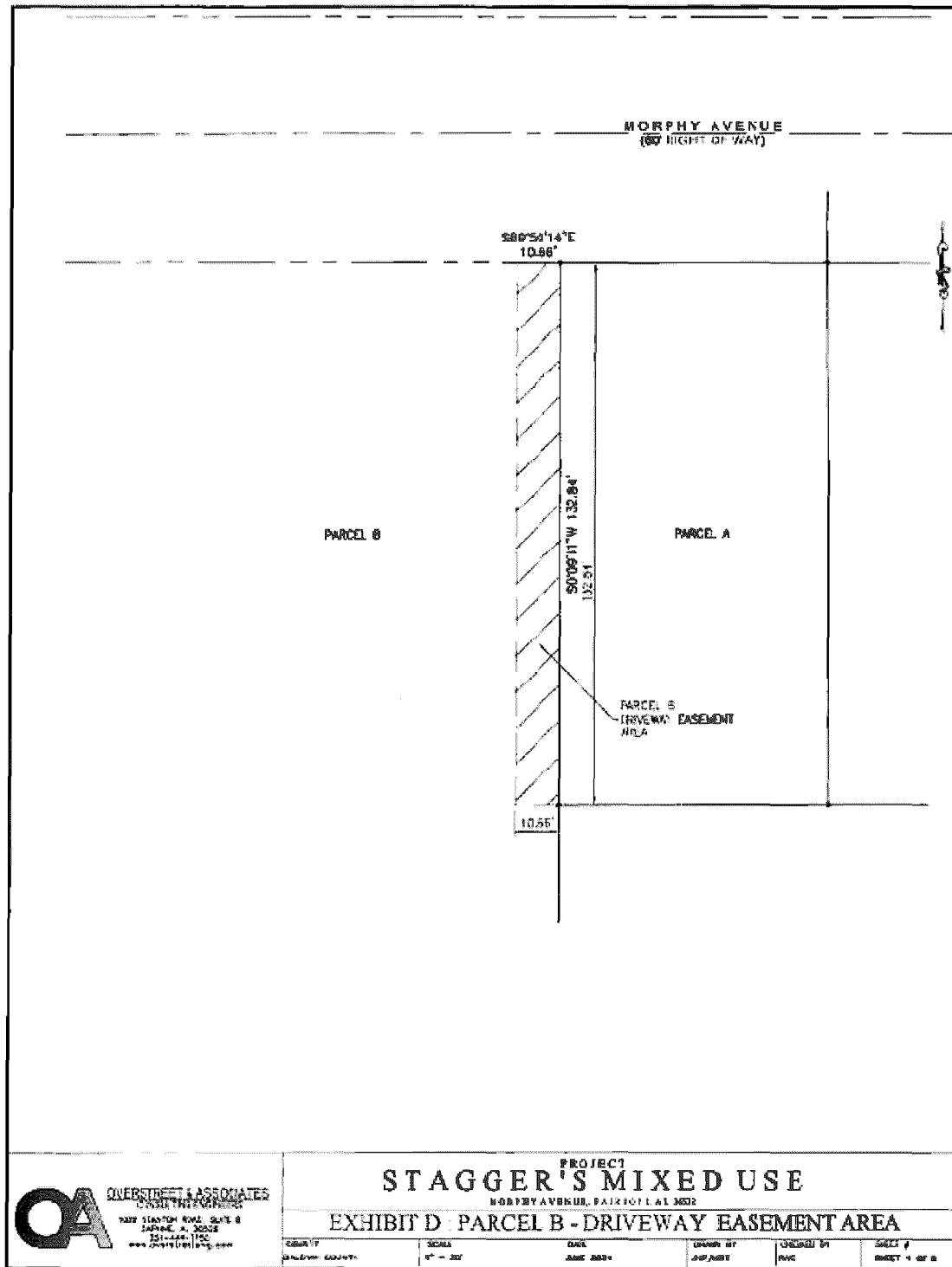


EXHIBIT "E"

**Drainage Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°09'11"W DISTANCE OF 115.89 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING, THENCE RUN S00°09'11"W A DISTANCE OF 31.34 FEET TO A POINT; THENCE RUN S89°50'14"E A DISTANCE OF 24.85 FEET TO A POINT, THENCE RUN N00°07'11"E A DISTANCE OF 31.34 FEET TO A POINT, THENCE RUN S89°50'14"E A DISTANCE OF 24.85 FEET - THE POINT OF BEGINNING. CONTAINS 777.14 SQUARE FEET.

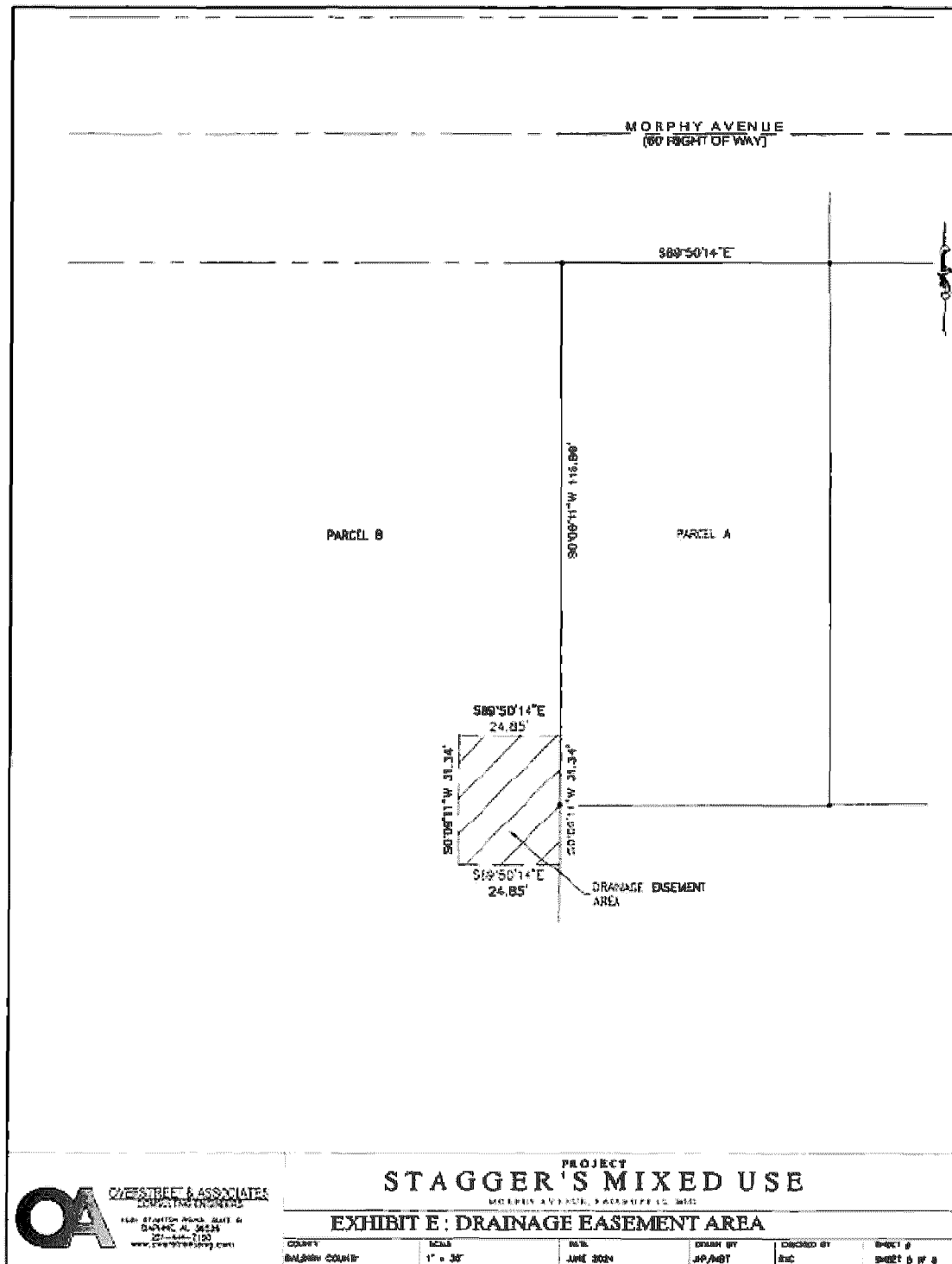


EXHIBIT "F"

**Temporary Parcel A Driveway Works Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N89°50'14"W DISTANCE OF 20.00 FEET TO A POINT ALONG SAID SOUTH RIGHT-OF-WAY LINE. THENCE RUN S00°09'11"W A DISTANCE OF 152.84 FEET TO A POINT, THENCE RUN S89°50'14"E A DISTANCE OF 20.00 FEET TO A POINT, THENCE RUN S00°09'11"W A DISTANCE OF 152.84 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE - THE POINT OF BEGINNING. CONTAINS 3,056.66 SQUARE FEET.

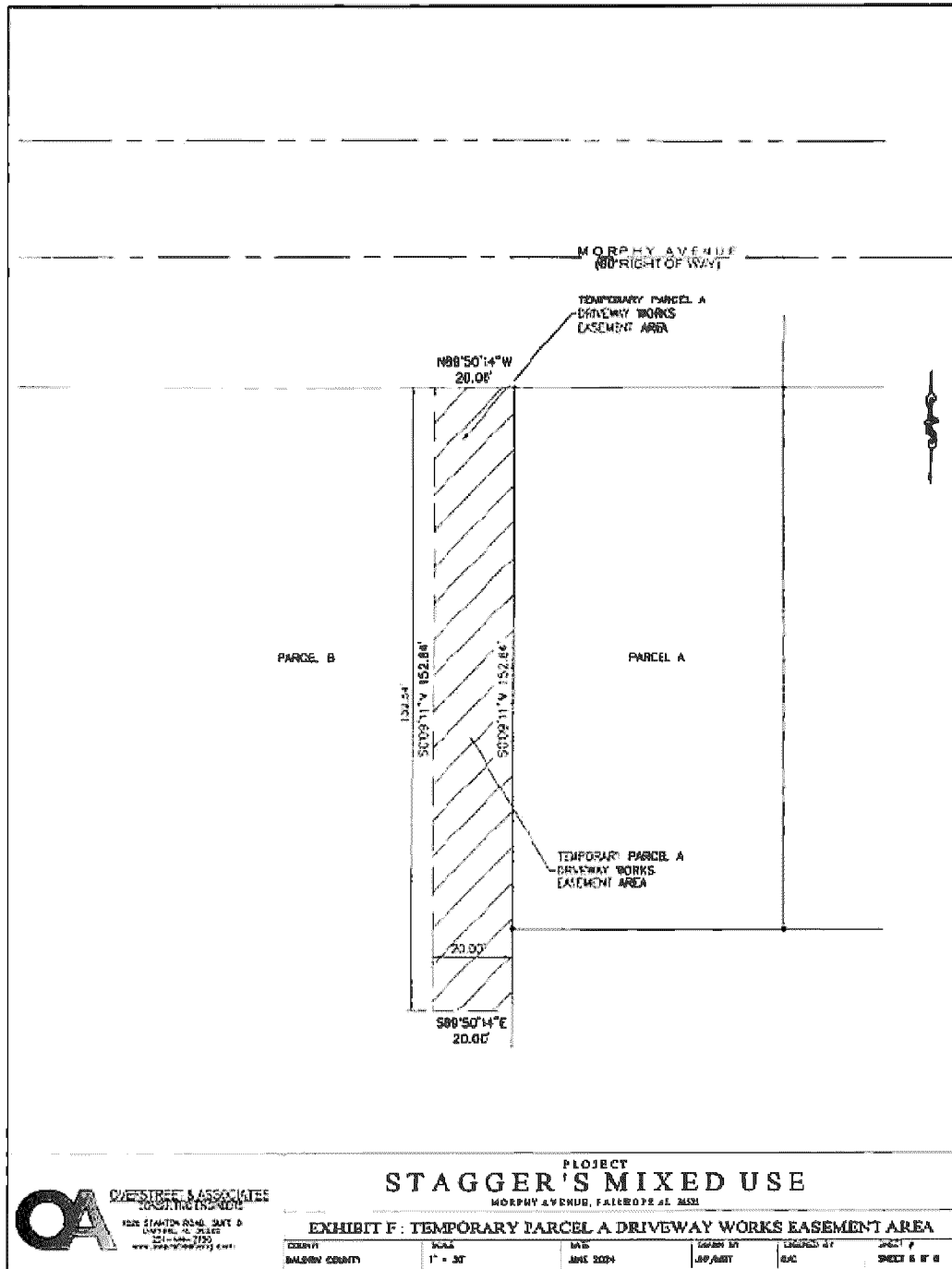


EXHIBIT "G"

**Temporary Parcel B Driveway Works Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°50'14"E A DISTANCE OF 10.00 FEET TO A POINT, THENCE RUN S00°09'11"W A DISTANCE OF 132.84 FEET TO A POINT, PARALLEL TO THE WEST LINE OF SAID LOT 9, THENCE RUN N 89° 50' 14"W, 10.00 FEET TO A POINT; THENCE RUN N00° 09' 11"E, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 132.84 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE SAID POINT BEING THE POINT OF BEGINNING. CONTAINS 1,328.42 SQUARE FEET.

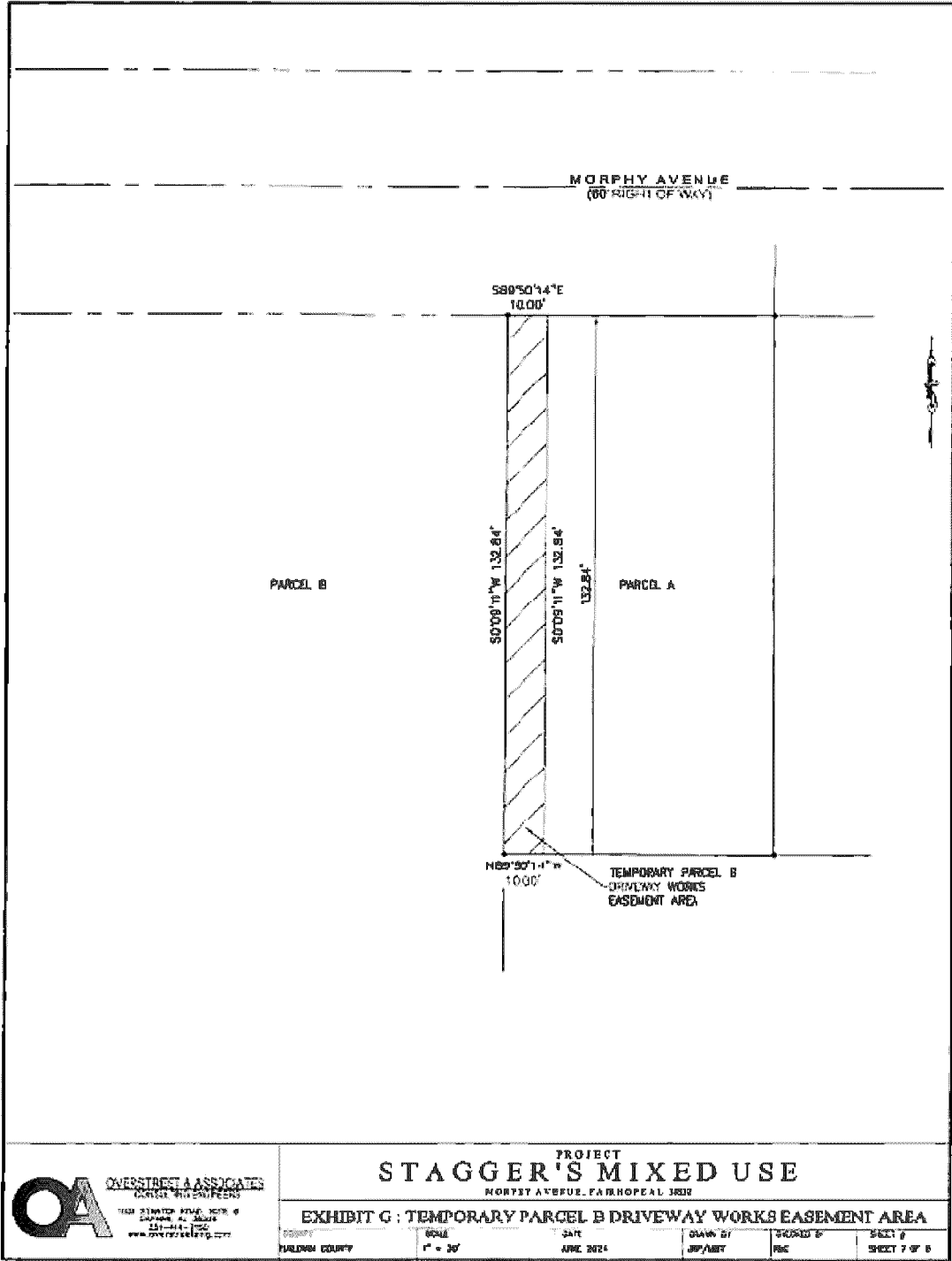
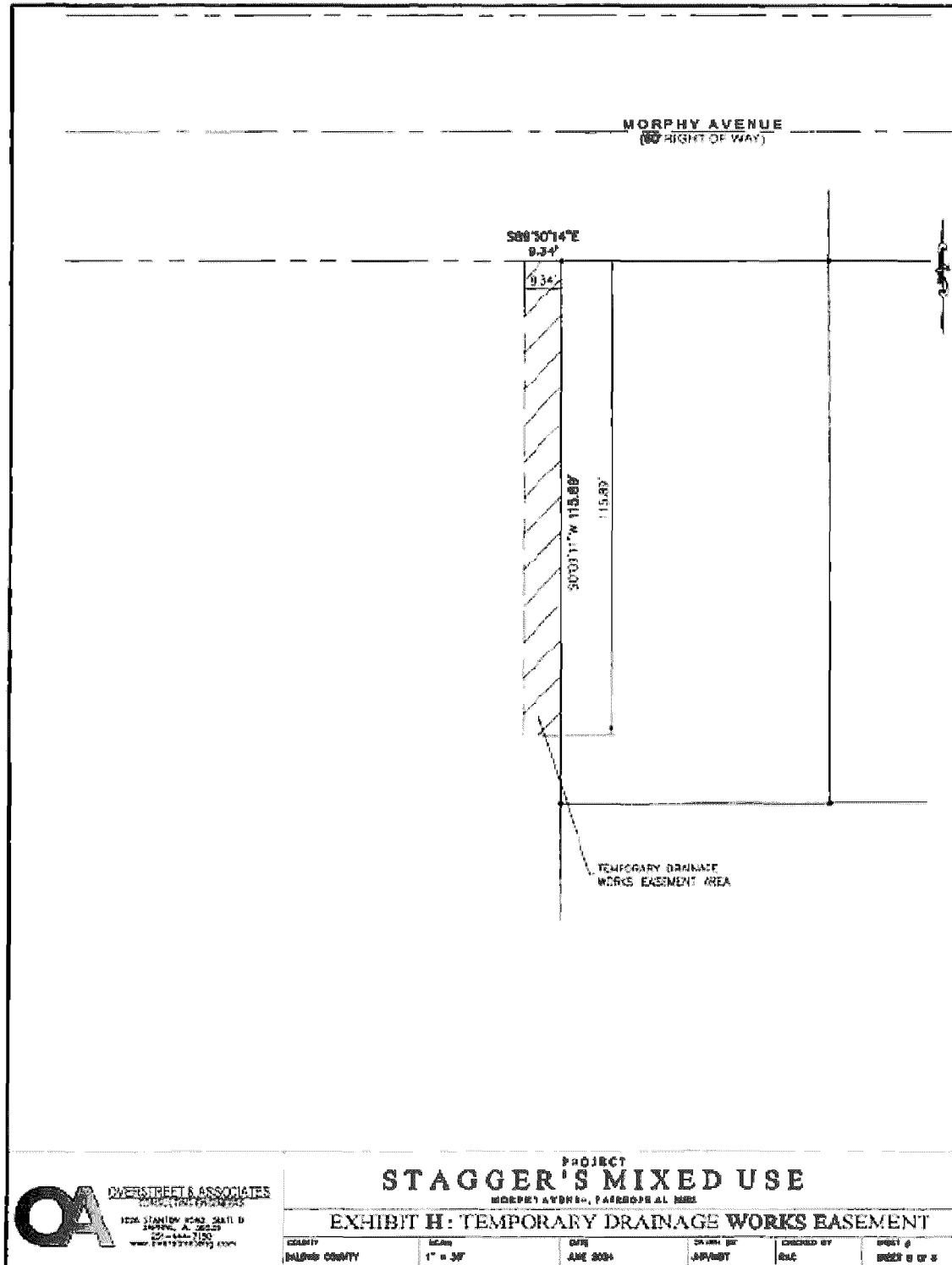


EXHIBIT "H"

**Temporary Drainage Works Easement Area
Legal Description and Depiction**

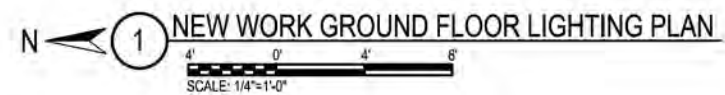
STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°09'11"W DISTANCE OF 115.89 FEET TO A POINT, THENCE RUN S89°50'14"E A DISTANCE OF 9.34 FEET TO A POINT, THENCE RUN N00°09'11"E A DISTANCE OF 115.89 FEET, THENCE RUN S89°50'14"E A DISTANCE OF 9.34 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE - THE POINT OF BEGINNING. CONTAINS 1,082.44 SQUARE FEET.





STAGGER'S MIXED USE

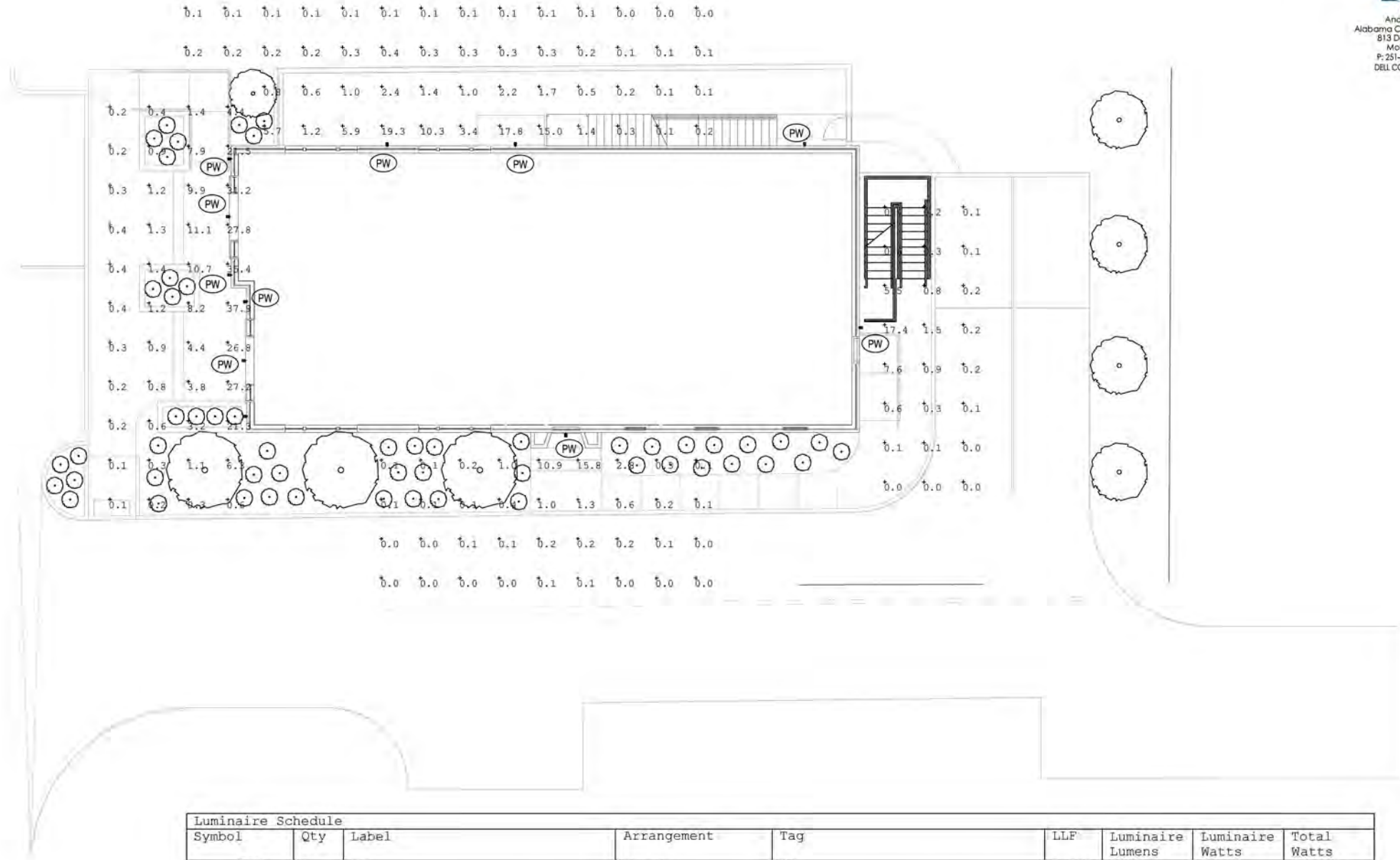


- 1 THIS LAND BASED PHONE IS TO BE CONNECTED TO THE ELEVATOR CONTROLLER AS PER THE ELEVATOR AND PHONE MANUFACTURER'S REQUIREMENTS.
- 2 THIS LIGHTING CIRCUIT IS TO BE CONNECTED TO THE SOUTHERN EXTERIOR LIGHTING CIRCUIT.
- 3 THIS LIGHTING CIRCUIT IS TO BE CONNECTED TO THE NORTHERN EXTERIOR LIGHTING CIRCUIT.
- 4 THIS LIGHTING CIRCUIT IS TO BE CONNECTED TO THE SECOND FLOOR STAIRWELL LIGHTING CIRCUIT.
- 5 THIS LIGHTING CIRCUIT IS TO BE CONNECTED TO THE LIGHTING CIRCUIT IN THE STAIRWELL IN FRONT OF THE ELEVATOR DOOR ON THE SECOND FLOOR.
- 6 THIS LIGHTING FIXTURE IS TO BE WALL MOUNTED ABOVE THE DOOR.

DRAWING ISSUE DATE:	
OCT 30, 2023	
REVISION	

SHEET TITLE
NEW WORK GROUND FLOOR LIGHTING PLAN

SHEET NUMBER
E3.0



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	11	PW	Single	PW	0.900	2309	21.09	231.99

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Max/Avg
EAST LIGHTING ZONE	Illuminance	Fc	1.55	17.4	0.0	N.A.	N.A.	N.A.
NORTH LIGHTING ZONE	Illuminance	Fc	1.86	19.3	0.0	N.A.	N.A.	N.A.
SOUTH LIGHTING ZONE	Illuminance	Fc	1.01	15.8	0.0	N.A.	N.A.	N.A.
WEST LIGHTING ZONE	Illuminance	Fc	7.15	37.9	0.1	71.50	379.00	N.A.

LIGHTING FIXTURE SCHEDULE								
MARK	MANUFACTURER AND CATALOG NUMBER	LAMPS			TOTAL WATTS	VOLTAGE	MOUNTING	NOTES
		TYPE	#	WATTS				
PW	PANTHEON PWC1-S41K-UV-VIS-BL-PC-EM	LED	1	20	20	120	WALL MOUNT	OUTDOOR LIGHTING FIXTURE
NOTES	FIXTURES WITH HALF FILLED IN CENTER SHALL BE PROVIDED WITH AN EMERGENCY BALLAST, 1100 LUMENS OR THE MAXIMUM AVAILABLE FOR THE FIXTURE.							

THE DRAWINGS, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CLAIM ALL RIGHTS OF THE COPYRIGHT LAWS. © COPYRIGHTED MATERIAL.

DRAWING ISSUE DATE:	OCT 30, 2023
REVISION	

SHEET TITLE	ELECTRICAL DETAILS
-------------	--------------------

SHEET NUMBER	E7.0
--------------	------



January 20, 2023

Sherry Sullivan
Mayor

Overstreet & Associates
1026 Stanton Rd, Suite B
Daphne, AL 36526

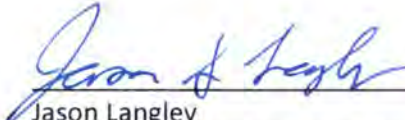
Council Members:

Kevin G. Boone
Jay Robinson
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Regarding utilities for 456 Morphy Ave, Fairhope, AL Project.

Water, Sewer, Electric and Gas are available with Fairhope Public Utilities. Aid to construction will be determined upon review of the final construction design.

Lisa A. Hanks, MMC
City Clerk

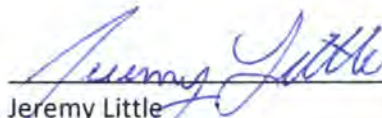


Jason Langley
Water/Wastewater Superintendent

Kimberly Creech
Treasurer



Conrad Havranek
Electric Superintendent



Jeremy Little
Gas Superintendent

161 North Section St.
PO Drawer 429
Fairhope, AL 36533

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

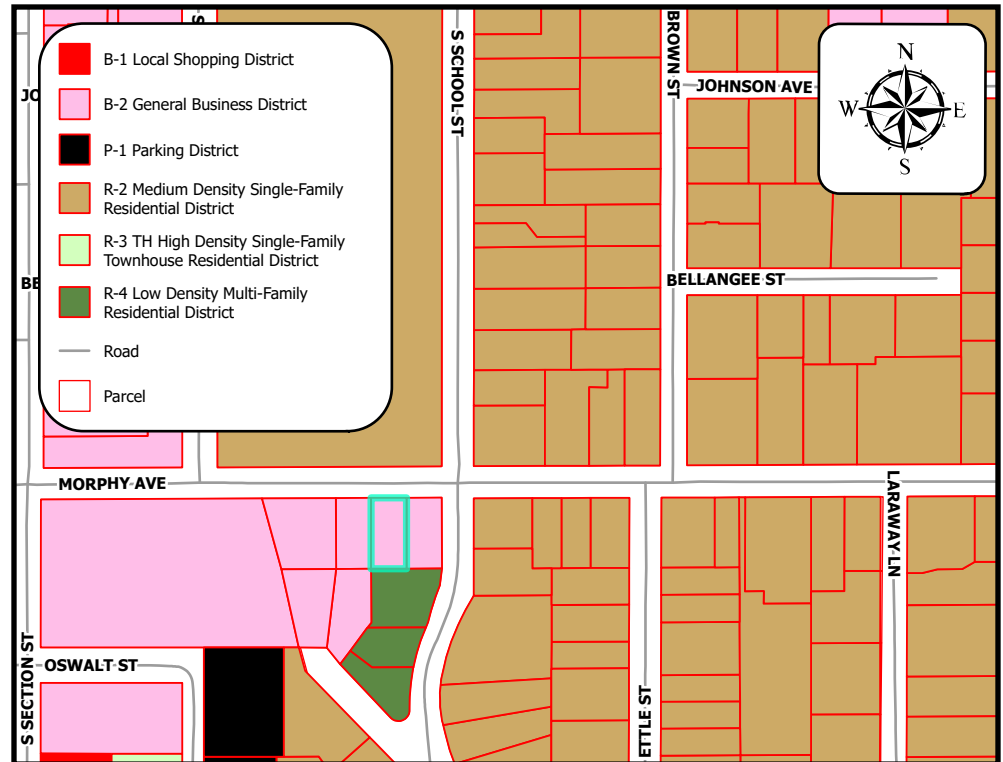
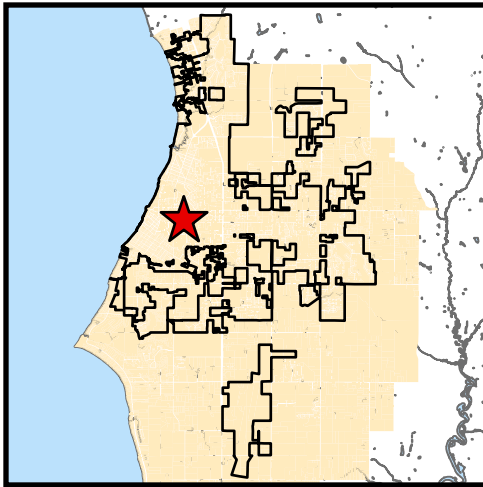
City of Fairhope

Planning Commission

March 6, 2025



SD 25.01 - Stagers Mixed Use Project



Project Name:

Stagers Mixed Use

Site Data:

0.20 acres

Project Type:

3-Unit Multiple Occupancy Project

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

B-2

PPIN Number:

77834

General Location:

South side of Morphy Avenue, West of South School Street

Surveyor of Record:

Overstreet & Assoc.

Engineer of Record:

Overstreet & Assoc.

Owner / Developer:

Bon Adventure Too

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approve

Prepared by:

Name Mike Jeffries





APPLICATION FOR SUBDIVISION PLAT APPROVAL

Application Type: ☐ Village Subdivision ☐ Minor Subdivision ☐ Informal (No Fee)
☐ Preliminary Plat ☐ Final Plat ☒ Multiple Occupancy Project

Attachments: ☒ Articles of Incorporation or List all associated investors
 Date of Application: 11/26/2024

Property Owner / Leaseholder Information

Name of Property Owner: BON ADVENTURE T00 Phone Number: (251) 591-3978
 Address of Property Owner: 28640 JOSEPHINE DRIVE
 City: ELBERTA State: AL Zip: 36530

Proposed Subdivision Name: STAGGERS MIXED-USE PROJECT
 No. Acres in Plat: 0.20 ACRES No. Lots/Units: 8,798 SQ. FT
 Parcel No: 05-46-03-37-0-008-055.503 Current Zoning: B-2

Authorized Agent Information

Plat must be signed by the property owner before acceptance by the City of Fairhope

Name of Authorized Agent: OVERSTREET & ASSOC Phone Number: (251) 444-7150
 Address: 26148 Capital Drive, Suite D
 City: DAPHNE State: AL Zip: 36526
 Contact Person: Robert Cummings, PE

Surveyor/Engineer Information

Name of Firm: OVERSTREET & ASSOCIATES Phone Number: (251) 444-7150
 Address: 26148 Capital Drive, Suite D
 City: DAPHNE State: AL Zip: 36526
 Contact Person: Robert Cummings, PE

Plat Fee Calculation:

Reference: Ordinance 1269

Signatures:

I certify that I am the property owner/leaseholder of the above described property and hereby submit this plat to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Dr. William Staggers

Property Owner/Leaseholder Printed Name

Signature

Date

Fairhope Single Tax Corp. (If Applicable)



CERTIFICATION OF PROPERTY OWNER NOTIFICATION LIST

As Required by the City of Fairhope

Hearings on Subdivision plat applications require notification to all property owners adjacent to the proposed subdivision. This list must be the most current property owners' records available from the Baldwin County Revenue Office.

By signing below, I ROBERT A. CUMMINGS, (applicant) do hereby certify that the property owner list attached to this application was obtained from the Baldwin County Revenue Office and is a complete list of all real property owners/lessees adjacent to the property submitted from Subdivision approval.

Robert A. Cummings
Signature of Applicant or Authorized Agent

11/26/2024
Date of Application

Summary of Request:

Request of the Applicant, Overstreet & Assoc., on behalf of the Owner, Bon Aventure Too, is requesting approval of Staggers Mixed-Use Project, a 3-unit multiple occupancy project. The property is approximately 0.20 acres and is located on Morphy Avenue west of S. School Street.

Comments:

Utilities:

- A utility plan was submitted and has been reviewed and approved by the appropriate providers.
- Garbage is city roll out bins stored on a pad at the rear of the building.

Parking:

- A traffic study was not required.
- Dwelling units must provide parking in the CBD. There are two (2) dwelling units upstairs and two (2) parking spaces are provided at the rear of the building. Two additional parking spaces are proposed in the adjacent ROW.

Drainage:

- Drainage infrastructure exists between the subject property and the adjacent property to the west (Methodist Church). A drainage and ingress/egress easement has been provided between the two properties. Water sheet flows to a trench drain between the properties and captured in inlets around the proposed building to be routed to the existing storm sewer that outfalls to south. Additional storage volume is accounted for in the new storm pipes.

Landscaping:

- Landscaping has been provided along the front property line that includes planter boxes, along the west side screening the side of the building, and a shadow box fence is proposed on the east side where stairs to the upper floors and A/C units are located. A required landscape buffer is shown on the rear property line.

Recommendation:

Staff recommends **approval** of case SD 25.01 Staggers Mixed Use Project.

STAGGERS MIXED USE
SITE DEVELOPEMENT PLANS
MORPHY AVENUE
FAIRHOPE, ALABAMA 36532
NOVEMBER 2024

PREPARED FOR
LeBATARD ARCHITECTS PLLC
311 EASTVIEW DRIVE
BILOXI, MISSISSIPPI 39531

SHEET INDEX

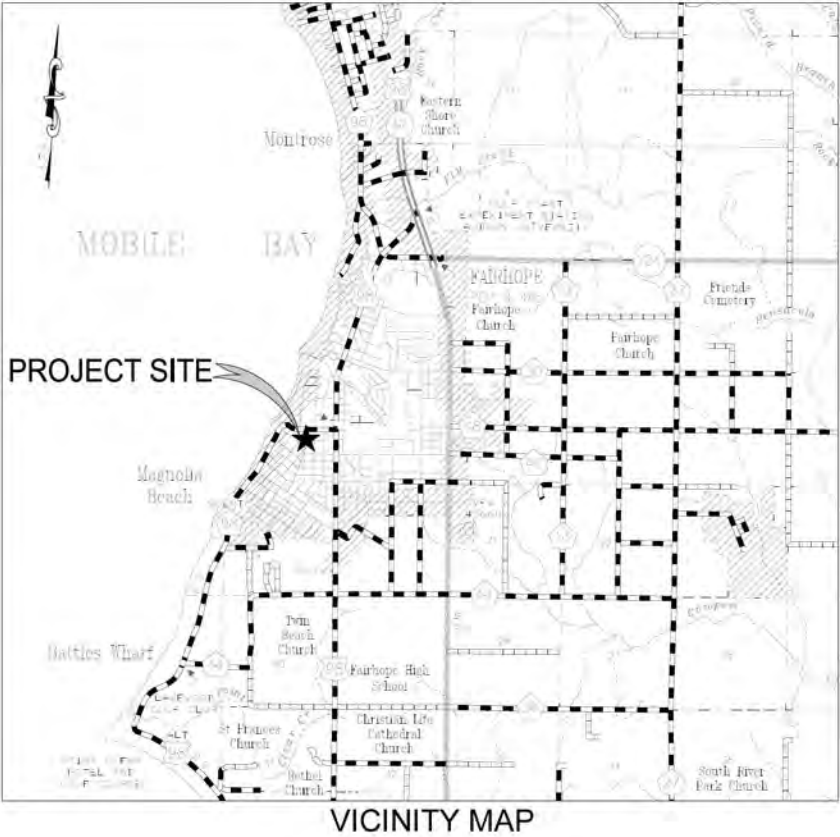
SHEET NO.	DESCRIPTION
C1	COVER AND INDEX SHEET
C2	EXISTING CONDITIONS/DEMOLITION PLAN
C2.1	TREE SURVEY (OMITTED)
C3	GENERAL AND EROSION CONTROL NOTES
C4	OVERALL SITE PLAN
C5	SITE PLAN AERIAL
C6	GRADING AND DRAINAGE PLAN
C7	EROSION CONTROL PLAN
C8	GEOMETRIC CONTROL PLAN
C9	UTILITY PLAN
C10	EROSION CONTROL DETAILS
C11	UTILITY DETAILS
C12	CONSTRUCTION DETAILS

FLOOD ZONE INFORMATION

THE SUBJECT PROPERTY IS SHOWN OF FEMA
FIRM MAP NO. 01003C0644 M DATED 04/019/2019.
THIS SITE IS SHOWN TO BE IN FLOOD ZONE
"X UNSHADED".

UTILITY WARNING

THE ENGINEER AND SURVEYOR MAKE NO GUARANTEE THAT UNDERGROUND
UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN
SERVICE OR ABANDONED. FURTHER, THE ENGINEER AND SURVEYOR MAKE
NO WARRANTY THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION
INDICATED IN THESE PLANS. CONTRACTOR IS TO HAVE ALL UNDERGROUND
UTILITIES FIELD MARKED PRIOR TO EXCAVATION CALL AL-811.



PROPERTY INFORMATION:

MUNICIPALITY	CITY OF FAIRHOPE
PARCEL ID:	05-46-03-37-0-008.055.503
TOTAL ACREAGE	0.20 AC
ZONING	B2-GENERAL BUSINESS DISTRICT
BUILDING SETBACKS	FRONT: 0' SIDE INTERIOR/DRIVEWAY SIDE: 0' SIDE STREET: 0' REAR: 0'

LEBATARD
ARCHITECTURE, PLLC
311 EASTVIEW DRIVE, BILOXI, MS 39531
228-385-5099
WWW.LB-ARCH.COM

DOCUMENTS FOR BIDDING ONLY
NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY
DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT
STAGGER'S MIXED USE
MORPHY AVENUE, FAIRHOPE AL 36532

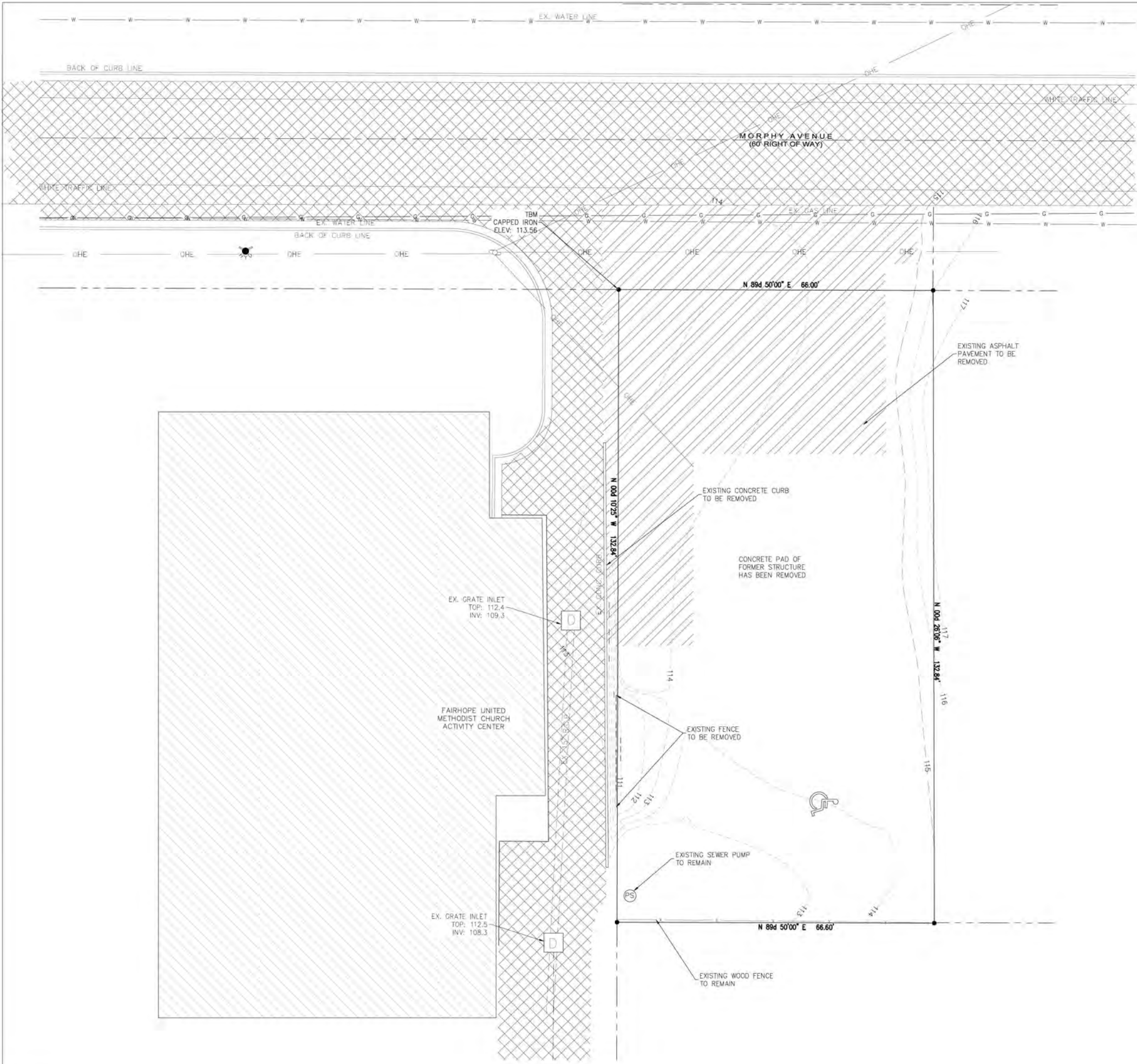
DRAWING ISSUE DATE:
NOV.26, 2024
REVISION

SHEET TITLE
**COVER
SHEET**

SHEET NUMBER
C1

**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS
161 Lameuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150

Q:\docs\1264 - Lebatard - Lebatard - Fairhope Site\50 DRAFTING\B-SHEETS\C2-1264-MORPHY AVE-EXISTING CONDITIONS.dwg

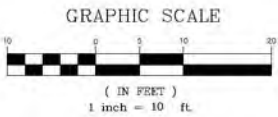


UTILITY LOCATIONS WERE OBTAINED VIA TOPOGRAPHIC SURVEY AND AL 811 LINE LOCATE. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO EXCAVATION. THE RESPECTIVE UTILITY PROVIDERS ARE REQUIRED TO BE NOTIFIED 48 HOURS PRIOR TO ANY LAND DISTURBING ACTIVITIES.



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

161 Lameuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150



- LEGEND**
- EXISTING ASPHALT
 - EXISTING ASPHALT TO BE REMOVED
 - POWER POLE
 - POWER PEDESTAL
 - LIGHT POLE
 - SEWER MANHOLE
 - DRAINAGE STRUCTURE
 - PVC FIBER MARKER
 - FLOW ARROW
 - EXISTING STORM PIPE
 - EXISTING HYDRANT
 - EXISTING OVERHEAD POWER
 - EXISTING WATER LINE
 - EXISTING GAS LINE

**LEBATARD
ARCHITECTURE, PLLC**

311 EASTVIEW DRIVE, BILOXI, MS 39531
251-388-5889
www.la-arc.com

DOCUMENTS FOR BIDDING ONLY

**NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY**

DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT

STAGGER'S MIXED USE

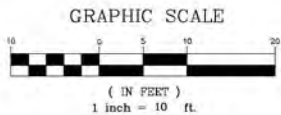
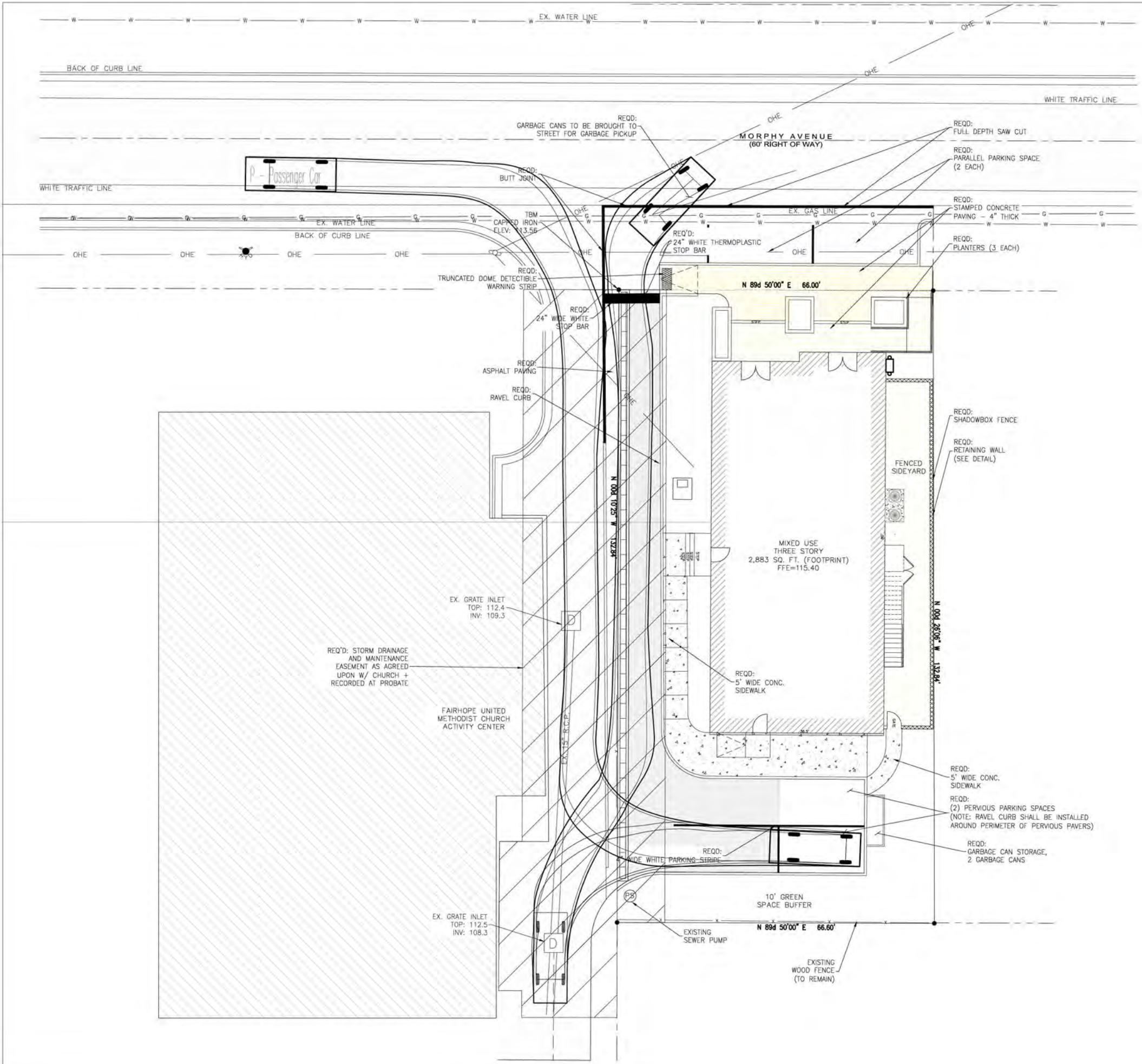
MORPHY AVENUE, FAIRHOPE AL 36532

DRAWING ISSUE DATE:	NOV.26, 2024
REVISION	

SHEET TITLE
EXISTING CONDITIONS

SHEET NUMBER
C2

THE DRAWING, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CANNOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM LEBATARD ARCHITECTURE, PLLC. ALL RIGHTS RESERVED.



LEGEND

- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED DRAINAGE PIPE
- PROPOSED DOUBLE S-INLET
- PROPOSED SINGLE S-INLET
- PROPOSED JUNCTION BOX
- PROPOSED MANHOLE
- PROPOSED SEWER PIPE
- PROPOSED SIGN
- PROPOSED FENCE
- PROPOSED EASEMENT BOUNDARY

SITE DATA	
TOTAL LOT AREA	8798 SQ. FT. (0.20 AC)
PARCEL NUMBER	05-45-03-37-0-008-055,503
OWNER INFORMATION	WILLIAM R. STAGGERS
	28640 JOSEPHINE DRIVE
	ELBERTA, AL 36530
NUMBER OF BUILDINGS	1
TOTAL BUILDING SQ. FT.	3,000 SQ. FT.
BUILDING COVERAGE	34.10%
BUILDING HEIGHT	38.50 FT
TOTAL PARKING REQUIRED	0 SPACES
TOTAL PARKING PROVIDED	6 SPACES
LANDSCAPED AREA REQUIRED	20% (19,701 SQ. FT.)
LANDSCAPED AREA PROVIDED	46% (22,505 SQ. FT.)
TOTAL UNITS	3
DENSITY	1.11 UNITS PER ACRE
PROPERTY USE	MIXED USE
CURRENT ZONING	B2

SETBACKS	
FRONT	0
SIDE	0
REAR	0

UTILITY PROVIDERS	
WATER	FAIRHOPE UTILITIES
SEWER	FAIRHOPE UTILITIES
ELECTRICITY	FAIRHOPE UTILITIES
GAS	FAIRHOPE UTILITIES
TELECOMMUNICATIONS	AT&T
GARBAGE	CITY OF FAIRHOPE

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF BALDWIN

LOT 3, GREEN ROAD PROFESSIONAL VILLAGE, A PLANNED UNIT DEVELOPMENT, AS RECORDED ON SLIDE NO. 2086-E OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA

UTILITY NOTE
UTILITY LOCATIONS WERE OBTAINED VIA TOPOGRAPHIC SURVEY AND AL 811 LINE LOCATES. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO EXCAVATION. THE RESPECTIVE UTILITY PROVIDERS ARE REQUIRED TO BE NOTIFIED 48 HOURS PRIOR TO ANY LAND DISTURBING ACTIVITIES.

SITE AREA TABLE	
TOTAL SITE AREA	8795 SQ. FT. (0.20 AC)
PRE-DEV IMPERVIOUS AREA	7,390 SQ. FT. (0.17 AC)
PRE-DEV GRAVEL AREA	1,327 SQ. FT. (0.03 AC)
PRE-DEV PERVIOUS AREA	39,789 SQ. FT. (0.91 AC)
POST-DEV IMPERVIOUS AREA	19,435 SQ. FT. (0.45 AC)
POST-DEV GRAVEL AREA	0 SQ. FT. (0.00 AC)
POST-DEV PERVIOUS AREA	29,071 SQ. FT. (0.67 AC)
NET INCREASE IN IMPERVIOUS AREA	12,045 SQ. FT. (62%)



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

161 Lorneuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150

LEBATARD
ARCHITECTURE, PLLC

311 EASTVIEW DRIVE, BILOXI, MS 39531
228-385-5099
WWW.LO-PC.COM

DOCUMENTS FOR BIDDING ONLY

NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY

DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT
STAGGER'S MIXED USE

DRAWING ISSUE DATE:
NOV. 26, 2024

REVISION

SHEET TITLE

**SITE
PLAN**

SHEET NUMBER

C4

O:\docs\1264 - Lebatard - Lebatard - Fairhope Site\50 DRAFTING\B-SHEETS\C5-1264-MORPHY AVE-AERIAL SITE PLAN.dwg



GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft

- LEGEND
- PROPOSED ASPHALT
 - PROPOSED CONCRETE
 - PROPOSED DRAINAGE PIPE
 - PROPOSED DOUBLE S-INLET
 - PROPOSED SINGLE S-INLET
 - PROPOSED JUNCTION BOX
 - PROPOSED MANHOLE
 - PROPOSED SEWER PIPE
 - PROPOSED SIGN
 - PROPOSED FENCE



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

161 Lameuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150

THE DRAWINGS, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CLAIM ALL RIGHTS OF THE COPYRIGHT LAWS. © COPYRIGHTED MATERIAL.

PROJECT
STAGGER'S MIXED USE

PROJECT

NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY

DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

SHEET TITLE
**AERIAL
SITE
PLAN**

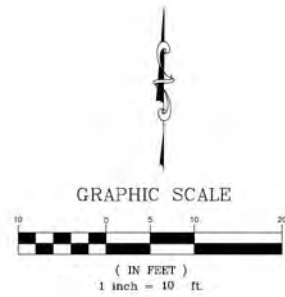
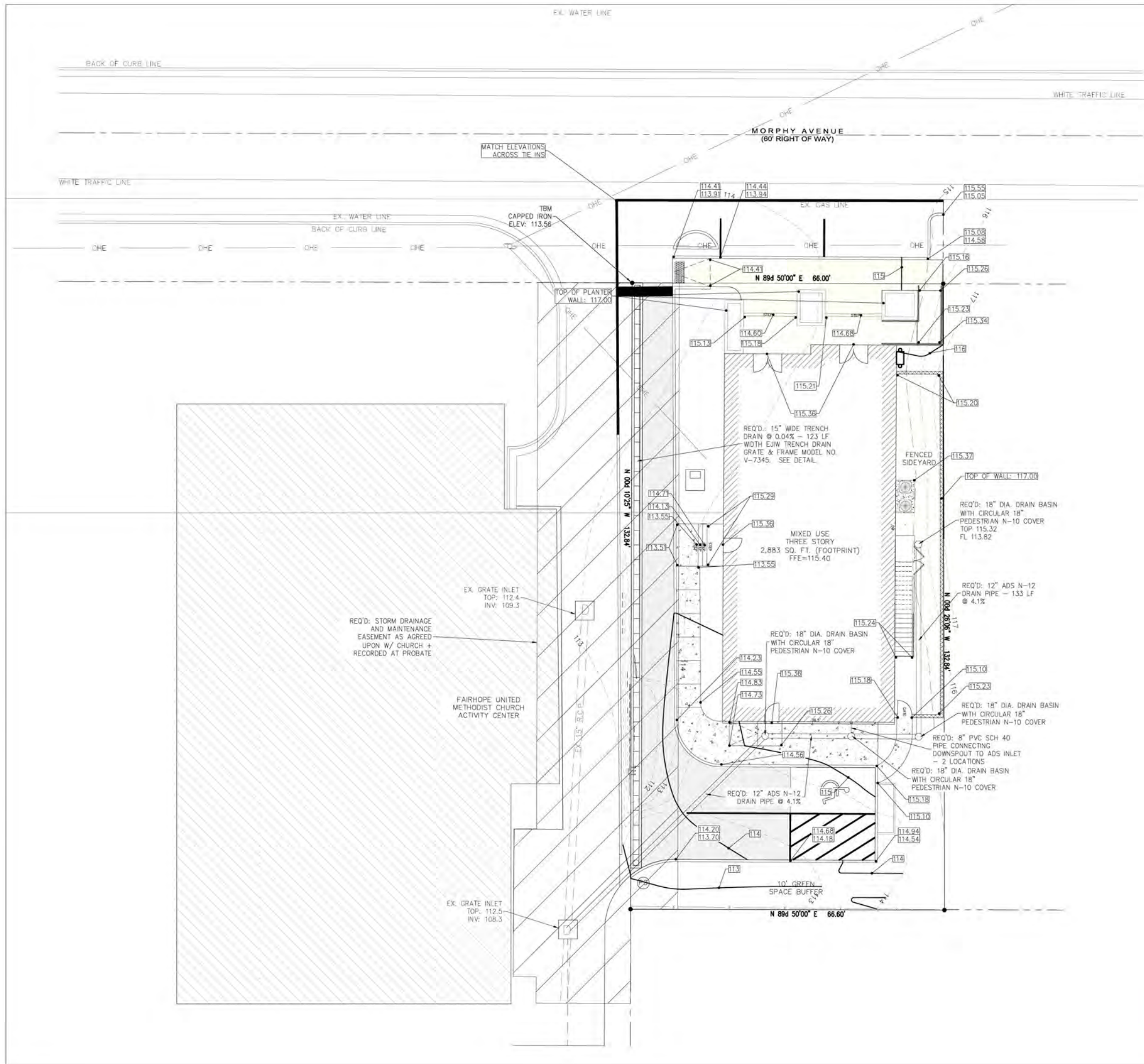
SHEET NUMBER

C5

**LEBATARD
ARCHITECTURE, PLLC**

311 EASTVIEW DRIVE, BILOXI, MS 39531
228-385-5099
WWW.LB-ARC.COM

Q:\docs\1264 - Lebatard - Fairhope Site\50 DRAFTING\B-SHEETS\C6-1264-MORPHY AVE-CRADING & DRAINAGE PLAN.dwg



- LEGEND**
- EXISTING ASPHALT
 - PROPOSED ASPHALT
 - PROPOSED CONCRETE
 - PROPOSED DRAINAGE PIPE
 - PROPOSED RIP RAP
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPERTY LINE
 - SETBACK LINE
 - EXISTING SPOT ELEVATION
 - PROPOSED SPOT ELEVATION
 - FLOW ARROW
 - EXISTING STORM PIPE



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

161 Lameuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150

LEBATARD
ARCHITECTURE, PLLC

311 EASTVIEW DRIVE, BILOXI, MS 39531
228-585-5099 www.la-arc.com

DOCUMENTS FOR RECORD ONLY
**NOT FOR
CONSTRUCTION**
CLIENT
REVIEW ONLY

DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

PROJECT
STAGGER'S MIXED USE

MORPHY AVENUE, FAIRHOPE AL 36532

THE DRAWINGS, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CLAIM ALL RIGHTS OF THE COPYRIGHT LAWS. © COPYRIGHTED MATERIAL.

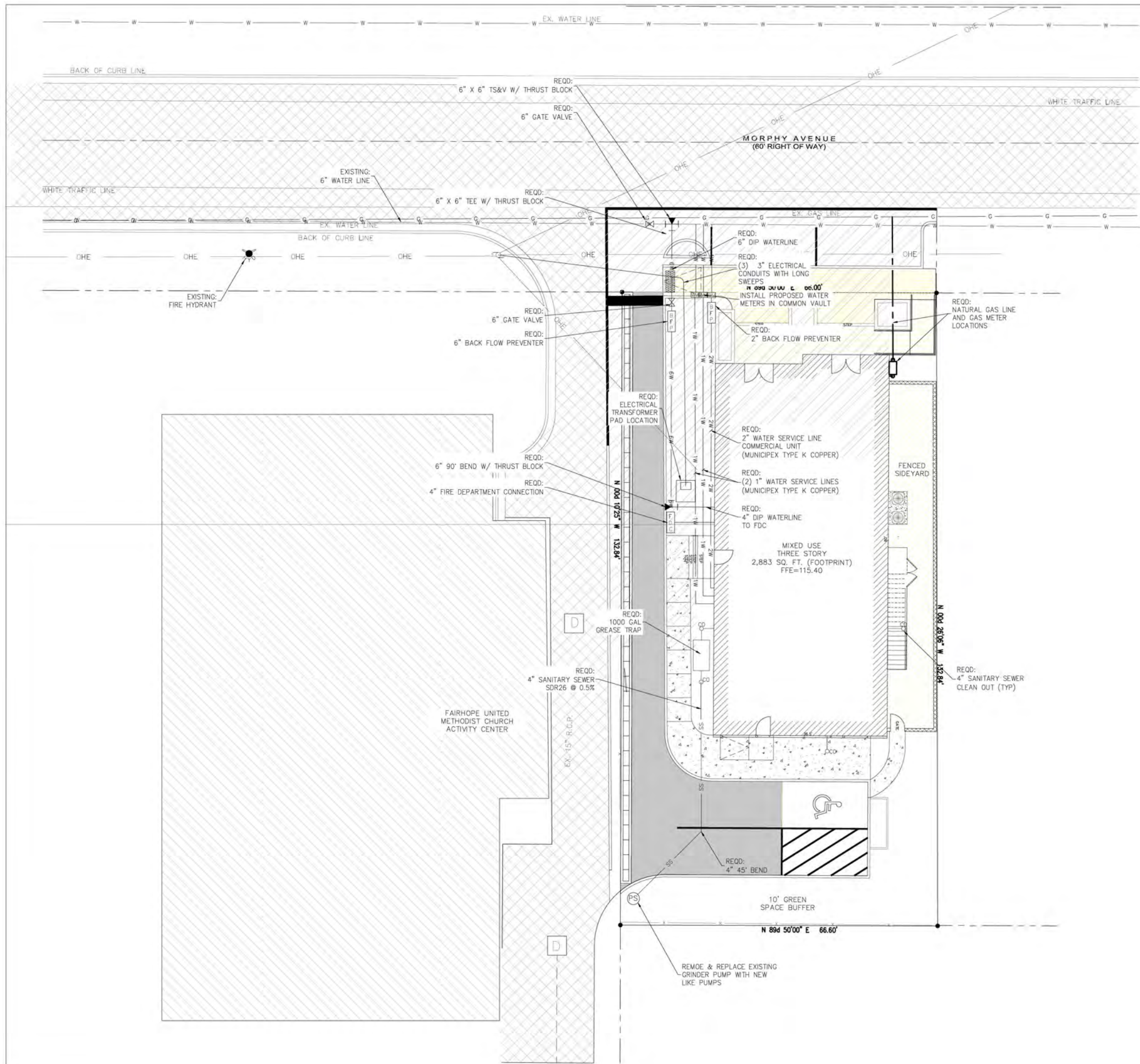
DRAWING ISSUE DATE:
NOV.26, 2024
REVISION

SHEET TITLE
**GRADING &
DRAINAGE
PLAN**

SHEET NUMBER

C6

O:\docs\1264 - Lebatard - Lebatard - Fairhope Site\50 DRAFTING\B-SHEETS\C9-1264-MORPHY AVE-UTILITY PLAN.dwg



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

161 Lameuse St., Suite 203 Biloxi, MS 39530 228-967-7137
26148 Capital Drive, Suite D Daphne, AL 36526 251-444-7150

THE DRAWINGS, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY LEBATARD ARCHITECTURE, PLLC AND CLAIM ALL RIGHTS OF THE COPYRIGHT LAWS. © COPYRIGHTED MATERIAL.

SHEET TITLE
**UTILITY
PLAN**

SHEET NUMBER

C9

PROJECT
STAGGER'S MIXED USE

MORPHY AVENUE, FAIRHOPE AL 36532

NOT FOR
CONSTRUCTION
CLIENT
REVIEW ONLY

DRAWINGS FOR CONSTRUCTION
WHEN ARCHITECT'S SEAL APPLIED

DOCUMENTS FOR BIDDING ONLY

**LEBATARD
ARCHITECTURE, PLLC**
311 EASTVIEW DRIVE, BILOXI, MS 39531
228-385-5099
WWW.LB-ARC.COM



PLANTING LEGEND

QTY	BOTANICAL NAME	COMMON NAME	TYPE	SIZE	PLANT IDENTIFICATION AND SPECIFICATIONS
P A L M S:					
3	Ilex x attenuata 'Eagleson'	Eagleson Holly	Tree	10' Ht.	2" Caliper, Standard-Trunk, 4.5' CT, Matching specimen 'Grade A'
6	Liquidambar styraciflua 'silhouette'	Silhouette Sweet Gum Tree	Tree	10' Ht.	2.5" Caliper, Matching, Grade A
3	Magnolia virginiana 'Moon Glow'	Moon Glow Sweet Bay Magnolia	Tree	10' Ht.	2" Caliper, Matching Grade A.
2	Taxodium ascendens	Pond Cypress	Tree	10' Ht.	Min. of 2" Caliper, Matching, Grade A, Single Leader, Well Branched
S H R U B S:					
24	Camellia sasanqua 'Ivory'	Ivory Camellia Sasanqua	Shrubs	3 Gallon	Plant Base of Wall, Espalier Plants to Wall
11	Camellia sasanqua 'Mine-no-yuki'	Mine-no-yuki Camellia Sasanqua	Shrubs	3 Gallon	Grade A Plants, Stagger Plants 7' o.c.
6	Ligularia tussilaginea	Ligularia	Shrubs	3 Gallon	Grade A, Matching
41	Mahonia eurybracteata	Soft Coress Mahonia	Shrubs	3 Gallon	Stagger Plantings 4' o.c. +/- Grade A, Matching
2	Podocarpus macrophylla 'Meta'	Meta Japanese Yew	Shrubs	7 Gallon	3' Ht. Grade A, Matching
G R O U N D C O V E R S & G R A S S E S:					
24	Aspidistra elatior	Cast Iron Plant	Grnd	1 Gallon	Full plant, Grade A
14	Dietes bicolor	Yellow African Iris	Grnd	1 Gallon	Full plant, Grade A
7	Dietes vegeta	White African Iris	Grnd	1 Gallon	Full plant, Grade A
96	Ophiopogon japonica	Mondo Grass	Grnd	1 Gallon	Plant 15" o.c. Full plant, Grade A

Project Notes:

Site Contractor is responsible for all site work, demolition, rough grading, final grading and following work specified in the following Earthwork. Irrigation will be fully automatic, permanent and installed providing 100% coverage for all required landscaped areas.

Earthwork:

PART 1 GENERAL

Description—Furnish all labor, materials and equipment necessary to complete the removal and placement of approved soil.

Related work specified elsewhere: Trees, Shrubs, Groundcover and Irrigation.

PART 2 PRODUCTS:

Topsoil—Topsoil (Approved soil for Area) is to be matching sandy/loam topsoil that is natural, fertile and friable possessing the highest quality found in area. The approved soil will be compatible and appropriate for planting. The soil shall be obtained from natural, well drained areas and free of growth or reproductive parts or noxious weeds. The soil shall not contain stones, stumps, roots or similar substances. Soil will be sifted and clean of debris. Quality of the soil shall be approved by the landscape architect. Soil shall not be stripped, collected or deposited while wet.

PART 3 EXECUTION

General Excavation—This shall include the areas on which pavement have been removed for planting areas showing unacceptable soil for good plant growth. Remove unacceptable materials such as clay, asphalt, brick, concrete, glass, wood-products and metals to a depth of the original soil elevation prior to construction and site disturbance and back filling.

Take soil test and treat soil as per recommendation by soil testing laboratory. Use SiteOne, Inc., or Auburn University or equal as the testing laboratory.

Locate benchmarks and other reference points for final elevations for topsoil. Notify the Landscape Architect of any discrepancies in indicated reference points.

Place a minimum of 6" of approved soil over planted areas according to elevations set forth on grading plans. (See Civil Drawings). The finished surface shall be reasonably smooth, compacted, free from irregular surface changes and ready for planting. The degree of finish shall be that ordinarily obtainable from a blade grader and hand worked. The finished surface shall not be more than 1/5 foot above or below the established grade and 1/8 foot below final grades along curbs and sidewalks.

The final grade shall be inspected and approved by Landscape Architect.

Clean-up—Remove all debris and excess materials from the project site. Remove all protective barricades.

PART 1 New Plantings:

Plantings—Use an anti-deccant planting gel and slow release fertilizer with each nursery plant following these guidelines for best results in reshaping or creating plantings in the Alabama Gulf Coast Area. Ideal seasons for planting are fall and spring, specifically, November and March.

Planting Guide Lines:

- On planting day, prepare Terra-sorb/fertilizer mix:
 - Place about 8 oz of dry Terra-sorb gel into the bottom of a 5 gallon bucket.
 - Fill bucket 2/3 to 3/4 full of water.
 - Wait 20-30 minutes for gel to fully expand, the mix looks like crushed ice when ready.
 - If gel is too soupy after 20 minutes, add a little more gel and stir. Wait 20 more minutes before adding more gel to get the correct consistency.
 - Once gel has fully expanded, add about 8 oz of slow release fertilizer, such as Osmocote 19-6-12 NPK ratio. Mix well with until fertilizer is evenly distributed in the gel.

- On planting day, prepare Terra-sorb/fertilizer mix to the bottom of each hole, 2-3 oz for 3 Gallon plants and more for larger plants.

- Mulch all plantings with 6" of fresh pine straw.

The planting operations will be inspected and approved by Landscape Architect.

Clean-up—Remove all debris and excess materials from the project site. Remove all protective barricades.

Note:—Contractor shall provide 100% irrigation coverage to all new planted areas.

Magnolia virginiana 3
Moon Glow Magnolia 2" Caliper, 10' Ht.
Camellia sasanqua 11
Mine No Yuki, 7' o.c. 3 Gallon

Mahonia eurybracteata 8
Mahonia soft coress 3 Gallon
Podocarpus macrophylla 1
Japanese Yew Meta 7 Gallon 3' Ht.

Taxodium ascendens 1
Pond Cypress, 10' Ht. 3' Caliper
Mahonia eurybracteata 30
Mahonia soft coress 3 Gallon

Ligularia tussilaginea 6
Ligularia 3 Gallon
Dietes bicolor 7
African Iris Yellow 1 Gallon
Ophiopogon japonica 90
Mondo Grass 15" o.c. 1 Gallon
Aspidistra elatior 12
Standard Green 1 Gallon

Dietes bicolor 7
African Iris Yellow 1 Gallon
Aspidistra elatior 12
Standard Green 1 Gallon
Taxodium ascendens 1
Pond Cypress, 10' Ht. 3' Caliper
Mahonia eurybracteata 3
Mahonia soft coress 3 Gallon
Liquidambar styraciflua 1
Silhouette Sweet Gum 2.5" Caliper 10' Ht.
Camellia sasanqua 3
Ivory, Espalier on wall 3 Gallon

Paver Area 394 SF
Selection by Owner 1 By Owner
Masonry Wall 200 LF
CMU With Stucco Finish 8' Height
Ophiopogon japonica 90
Mondo Grass 15" o.c. 1 Gallon
Camellia sasanqua 3
Ivory, Espalier on wall 3 Gallon
Liquidambar styraciflua 5
Silhouette Sweet Gum 2.5" Caliper 10' Ht.
Dietes vegeta 7
African Iris White 1 Gallon

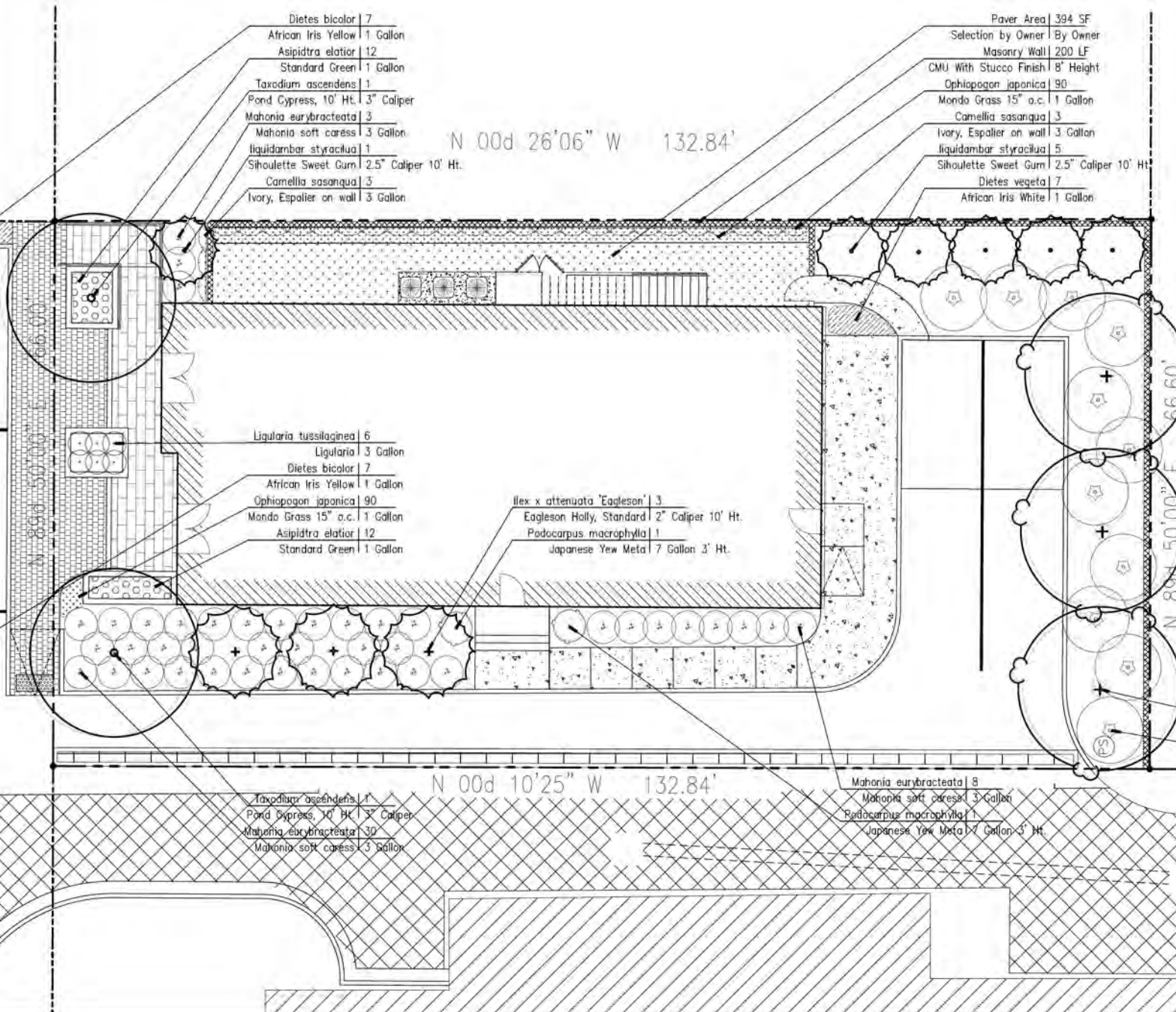
N 00d 26'06" W 132.84'

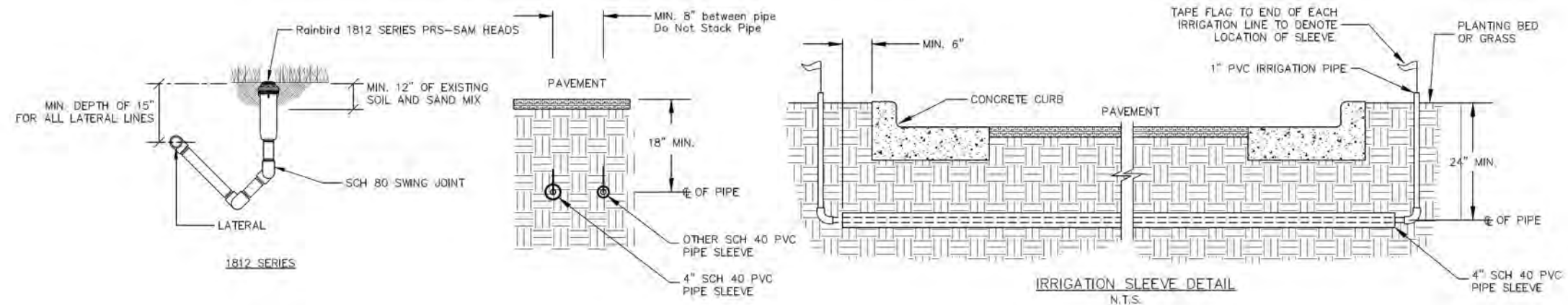
Ilex x attenuata 'Eagleson' 3
Eagleson Holly, Standard 2" Caliper 10' Ht.
Podocarpus macrophylla 1
Japanese Yew Meta 7 Gallon 3' Ht.

N 00d 10'25" W 132.84'

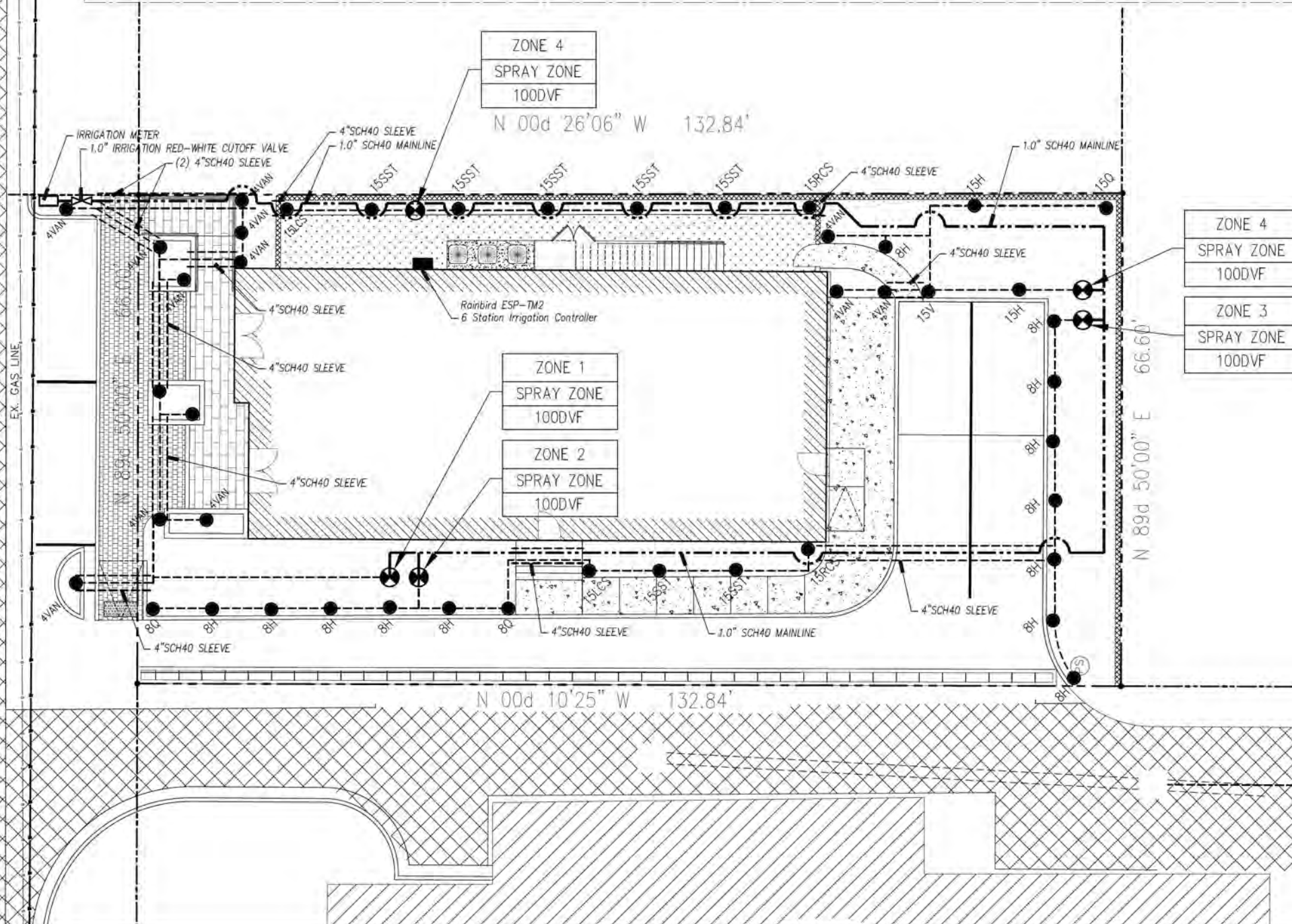
MORPHY AVENUE (60' RIGHT OF WAY)

EX. GAS LINE





MORPHY AVENUE (60' RIGHT OF WAY)



- SYMBOLS LEGEND**
- RainBird 1812 Series Spray Head
 - ⊙ RainBird 100 DVF Valve
 - - - 1" SCH-200 Lateral Line
 - - - 1.0" SCH-40 Mainline Line
- | | |
|------------|-----------------------------------|
| ZONE 1 | Indicates circuit sequence number |
| SPRAY ZONE | Indicates Type of Zone |
| 100DVF | Circuit valve size |

NOTES:
Irrigation layout as shown is schematic. All irrigation is to be located inside of property line.

Contractor shall provide 100% irrigation coverage to all newly planted areas. Notify Landscape Architect of any discrepancies or necessary modifications prior to beginning irrigation work.

Provide irrigation sleeves as noted at all locations where irrigation line crosses paved surfaces.

No water from the irrigation system shall come in contact with buildings whether directly from sprays or from water ricocheting off of shrubs.

A	Issued for Approval	KHB	KHB	10-16-24
No	Revision/Issue	Drawn By:	Issued By:	Rev. Date

DRAINAGE REPORT

The purpose of this letter is to allay any stormwater concerns that adverse effects will be felt by the adjacent church regarding the proposed mixed-use development adjacent to and immediately east of the church herein called the Staggers Mixed-Use Development. The natural topography of this land on the east side of the church naturally drains to the south/southeast which we were able to confirm after consulting USGS Quad maps dating back as far as 1939. This project will not alter the natural drainage path nor direction that has always existed.

The proposed site is located on the south side of Morphy Avenue between School Street and South Bancroft Street. The property consists of 0.20 acres and has been fully developed for several decades now with a building and pavement covering most of the site – the building having recently been torn down. The property is currently wholly located in the Central Business District (CBD) and is zoned B-2 General Business District. Being wholly located in the city limits of the City of Fairhope. The neighboring properties on all sides are all fully developed as well – with the properties on the east and west being commercial, to the south being residential and the north being a school. The east and west adjacent properties are similarly zoned General Business District, the parcel to the north is zoned R-2 Medium Density Single-Family Residential and the property to the South zoned R-4 Low Density Multi-Family Residential.

The owner is proposing to construct a new building of roughly the same footprint as the old building including parking and utilities. As part of the site redevelopment the owner is planning to share stormwater facilities with the adjacent church meaning that the terminus of the proposed drainage for this site will be an existing inlet on the private property of the church. This also means that the post-redevelopment conveyance direction will be the same as the pre-construction conveyance direction i.e. South thence southeast to the School Street channel and right-of-way.

Currently, the property's former building has been demolished but some paving remains. The topography of the property allows the stormwater to surface drain across the site from the north to the south where it eventually outfalls into an existing open channel/city-maintained storm drainage system located along the west side of School Street. Curb and gutter, trench drains and area grate inlets will be used to catch runoff from the site and convey it along the pre-existing drainage routing.



As this site is in the Central Business District, no detention is required. The owner has had extensive back and forth on tying into part of the proposed development's runoff to the storm sewer system on the Church's property. The site will be graded and designed so that the stipulated onsite runoff volume is contained onsite via underground storm sewers, and inlets, and directed to a pre-existing storm sewer system that has been in place and serving this area for several decades now. The remaining runoff will drain in the direction of its current paths and directions but with no foreseen nor intentional adverse effects. The Modified Rational Method numbers for both existing conditions and post-developed conditions were calculated and included in the following section of this report. The runoff coefficients were able to be calculated with a high degree of accuracy due to the site being previously developed and are provided herein.

The two inlets and the servicing storm sewer on the east side of the church receives very little runoff from the church itself as 1) most of the runoff from the church is directed north to Morphy Ave and 2) only half of the building and all of the driveway itself drain in this discussed direction. Given the small area draining to these inlets, there is excess capacity in this storm sewer (and inlet). Even adding the amount of runoff that the Staggers Development will generate, the pipe is still not at full capacity during a design storm event. Therefore, we are confident in stating that there will be no adverse effects to those downstream of this development or to the church itself.

The outlet pipe from the site has been sized to carry the ultimate runoff from a 25-year storm event and the rest runoff will enter the existing storm sewer system via sheetflow. The attached calculation show that the existing pipe capacity is 7.87 cfs. The 25-yr runoff from the proposed post-development site is 1.25 cfs. The 100-yr discharge from the site is 1.67 cfs. As directed by the Planning Department, detention in the amount of the difference between the 25-year proposed condition runoff and the 100-year proposed condition runoff will be stored on-site via the storage in the storm sewer pipes themselves. This yields a needed detention volume of 49 cu. ft. Therefore, at this point the proposed storm sewer pipes themselves will have enough volume to storm the needed volume and will provide 99.04 cu. ft. of storage. A control structure (an orifice plate) will be set at the receiving inlet to throttle back the discharge from the site to that which was agreed to with the Church.

See below for the detention summary.



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

overstreeteng.com
1026 Stanton Rd. Suite B
Daphne, AL 36526
251.444.7150

• Total Area Served	=	0.20 AC
• Existing pipe capacity	=	7.78 cfs
• Existing 25-yr runoff from church	=	1.88 cfs
• Maximum Outflow Rate Agreed to by Church	=	1.52 cfs
• Maximum Outflow Rate Provided	=	1.48 cfs
• Detention Volume Required	=	49 ft ³
• Detention Volume Provided (via pipes)	=	99.04 ft ³
• Excess volume in pipe	=	50.04 ft ³
• Restrictor Size	=	5 1/4" Ø
• Church use of pipe	=	24.2%
• Staggers use of pipe	=	19.5%
• Excess capacity in pipe	=	56.3%



Project: STAGGERS

Location:

Date:

Product:

By:

Client:

Checked:

Fairhope United Methodist Church:

$$\text{Slope of pipe} = \frac{1 \text{ ft}}{67.4995 \text{ ft}} = 1.46\%$$

Pipe is 15" RCP, $\therefore n = 0.013$

$$A = \pi r^2 = \pi (0.625 \text{ ft})^2 = 1.227 \text{ ft}^2$$

$$P = \pi d = \pi (1.25 \text{ ft}) = 3.93 \text{ ft}$$

$$R = \frac{A}{P} = \frac{1.227 \text{ ft}^2}{3.93 \text{ ft}} = 0.312$$

$$R^{2/3} = (0.312)^{2/3} = 0.458$$

$$Q_{15} = \frac{1.49}{n} A R^{2/3} \sqrt{S} = \left(\frac{1.49}{0.013} \right) (1.227) (0.458) \sqrt{0.0146}$$

$$Q_{15} = 7.78 \text{ cfs} \Rightarrow \text{total pipe capacity}$$

Assume use of 25-yr storm per Art V, Sect F 5a of Subdivision Ordinance

From attached spreadsheet we see that the post-construction $C = 0.77$

$$\therefore Q_{25} = C i A$$

$$= (0.77) (9.8 \text{ in/hr}) (8807/43560)$$

$$Q_{25} = 1.52 \text{ cfs}$$

$$\therefore \text{Stagger use of capacity of pipe is } \frac{1.52 \text{ cfs}}{7.78 \text{ cfs}} = 19.5\%$$

leaving the remaining 80.5% for use by the church

What is the expected 25-yr runoff from Church property to inlet?

1/2 of the roof runoff and all of the parcel land to the east of the building are assumed to come to inlet, or...

$$\text{BLDG} = 5167.7898 \text{ ft}^2 \Rightarrow C = 0.95$$

$$\text{PAVING} = 3840.236 \text{ ft}^2 \Rightarrow C = 0.9$$

including part of the street whereas the road generally slopes west here

$$A_T = 0.207 \text{ AC}$$

$$C = \frac{(0.95)(5167.7898) + (0.9)(3840.236)}{0.207 \text{ AC}} = 9.3$$



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

Project:	
Location:	Date:
Product:	By:
Client:	Checked:

$$Q_{25} = C i A_T = (0.93)(9.8 \text{ in/hr})(0.207 \text{ AC}) = 1.88 \text{ cfs}$$

$$\therefore 1.88 \text{ cfs} + 1.52 \text{ cfs} = 3.40 \text{ cfs} < 7.78 \text{ cfs}$$

$$7.78 \text{ cfs} - 3.40 \text{ cfs} = 4.38 \text{ cfs}$$

$$\frac{4.38 \text{ cfs}}{7.78 \text{ cfs}} = 56.3\% \text{ excess capacity}$$

IFF staggers were required to have detention, we see from the attached spreadsheet that only 28 CF is required.

What is V of pipe?

$$V = \pi r^2 h = \pi (0.625 \text{ ft})^2 (67.4995 \text{ ft}) = 82.8 \text{ CF}$$

N.B: $82.8 \text{ CF} > 28 \text{ CF}$ or 54.8 CF excess volume in pipe.



LEBATRD ARCH.

Staggers Site

Prepared By: Cummings

DRAINAGE CALCULATIONS (25 yr. design storm with 25 yr. release rate)

PRE-DEVELOPED SITE CONDITIONS (25 YEAR STORM)

	S.F.	Acres	C Factor
Buildings/Pond	3,043	0.07	1.00
Woods	0	0.00	0.18
Dirt Area	0	0.00	0.20
Grassed/Cultiv.	2,906	0.07	0.25
Gravel Area	0	0.00	0.60
<u>Paved Area</u>	<u>2,859</u>	<u>0.07</u>	<u>0.90</u>
Total Area	8,807	0.20	
Weighted C			0.72

Time of conc. 5 (from nomograph)
Intensity 9.8 (from 25 Year IDF Table)

Pre-Development Peak Flow: $Q = ciA$

Allowable Release Rate= 1.43 (25 Year Storm)

POST DEVELOPED SITE CONDITIONS (25 YEAR STORM)

	S.F.	Acres	C Factor
Buildings/Pond	2,883	0.07	1.00
Woods	0	0.00	0.18
Grassed Area	1,832	0.04	0.25
Gravel Area	884	0.02	0.60
<u>Paved Area</u>	<u>3,208</u>	<u>0.07</u>	<u>0.90</u>
Total Area	8,807	0.20	
Weighted C=			0.77

8807.4159

REQUIRED STORAGE FOR 25 YR. STORM (CF)=

28

T_c (min.)	i_{25} (in/hr)	$Q_{in}=ciA$	Volume= $T_c \cdot 60 \cdot Q_{in}$	$Q_{out}=$ $Q_{pre} \cdot T_c \cdot 60$	Req'd Storage
5	9.80	1.52	456	428	28
6	9.43	1.46	527	514	13
7	9.11	1.41	594	599	-6
8	8.80	1.37	655	685	-29
9	8.52	1.32	714	770	-57
10	8.27	1.28	770	856	-86
11	8.01	1.24	820	942	-121
12	7.78	1.21	869	1,027	-158
13	7.56	1.17	915	1,113	-198
14	7.36	1.14	959	1,199	-239
15	7.17	1.11	1,001	1,284	-283
16	6.99	1.08	1,041	1,370	-329
17	6.82	1.06	1,079	1,455	-376
18	6.66	1.03	1,116	1,541	-425
19	6.52	1.01	1,153	1,627	-473
20	6.38	0.99	1,188	1,712	-524
21	6.25	0.97	1,222	1,798	-576
22	6.13	0.95	1,256	1,883	-628
23	6.01	0.93	1,287	1,969	-682
24	5.90	0.92	1,318	2,055	-736
25	5.79	0.90	1,348	2,140	-793
30	5.32	0.83	1,486	2,568	-1,082
35	4.93	0.76	1,606	2,996	-1,390
40	4.59	0.71	1,709	3,424	-1,715
45	4.31	0.67	1,806	3,852	-2,047
50	4.04	0.63	1,881	4,281	-2,400

Staggers**Staggers Mixed Use Building**

Prepared By: Cummings

DRAINAGE CALCULATIONS (100 yr. design storm with 25 yr. release rate)**PRE-DEVELOPED SITE CONDITIONS (25 YEAR STORM)**

	S.F.	Acres	C Factor
Buildings/Pond	3,043	0.00	0.95
Woods	0	0.00	0.18
Dirt Area	0	0.00	0.20
Grassed/Cultiv.	2,908	0.07	0.25
Gravel Area	0	0.00	0.60
<u>Paved Area</u>	<u>2,859</u>	<u>0.07</u>	<u>0.90</u>
Total Area	8,810	0.13	
Weighted C			0.57

Time of conc. 5 (from nomograph)
 Intensity 11 (from 100 Year IDF Table)

Pre-Development Peak Flow: $Q = ciA$

Allowable Release Rate= 1.52 (100 Year Storm)

POST DEVELOPED SITE CONDITIONS (100 YEAR STORM)

	S.F.	Acres	C Factor
Buildings/Pond	2,883	0.07	0.95
Woods	0	0.00	0.18
Grassed Area	1,832	0.04	0.25
Gravel Area	884	0.02	0.60
<u>Paved Area</u>	<u>3,208</u>	<u>0.07</u>	<u>0.90</u>
Total Area	8,807	0.20	
Weighted C=			0.75

Post-Development Peak Flow: $Q = ciA$

Allowable Release Rate= 1.67 (100 Year Storm)

REQUIRED STORAGE FOR 100 YR. STORM (CF) = 49

T_c (min.)	i_{100} (in/hr)	$Q_{in}=ciA$	Volume in= $T_c \cdot 60 \cdot Q_{in}$	Volume out= $Q_{pre} \cdot T_c \cdot 60$	Req'd Storage
5	11.00	1.67	501	456	45
6	10.90	1.66	596	547	49
7	10.50	1.59	670	638	31
8	10.20	1.55	743	730	14
9	10.00	1.52	820	821	-1
10	9.80	1.49	893	912	-19
11	9.50	1.44	952	1,003	-51
12	9.20	1.40	1,006	1,094	-89
13	9.00	1.37	1,066	1,186	-120
14	8.70	1.32	1,110	1,277	-167
15	8.50	1.29	1,162	1,368	-206
16	8.30	1.26	1,210	1,459	-249
17	8.10	1.23	1,255	1,550	-296
18	7.90	1.20	1,296	1,642	-346
19	7.70	1.17	1,333	1,733	-400
20	7.50	1.14	1,367	1,824	-457
21	7.38	1.12	1,412	1,915	-503
22	7.26	1.10	1,455	2,006	-551
23	7.14	1.08	1,496	2,098	-601
24	7.02	1.07	1,535	2,189	-654
25	6.90	1.05	1,572	2,280	-708
30	6.30	0.96	1,722	2,736	-1,014
35	5.90	0.90	1,881	3,192	-1,311
40	5.50	0.84	2,004	3,648	-1,644
45	5.10	0.77	2,091	4,104	-2,013
50	4.58	0.70	2,086	4,560	-2,474
55	4.50	0.68	2,255	5,016	-2,761
60	4.30	0.65	2,351	5,472	-3,121

POND 10
Sept. 22, 2000

Project Name: Stagers
 Project Number 1264
 Engineer: Cummings

ORIFICE PLATE DESIGN

ORIFICE SIZING CALCULATION

Input Data:	Q allowable (cfs) = 1.52 TOB Elev (ft) = 112.50 Outlet FL Elev (ft) = 108.30 Discharge Pipe Diameter (in) = 15 Head Height (ft) = 3.58
Calculated Orifice Area:	Min. Orifice Area Required (ft ²) = 0.16 Orifice Radius (ft) = 0.23 Orifice Diameter (ft) = 0.4536 Orifice Diameter (in) = 5.44
Orifice Diameter Chosen:	Orifice Diameter (ft) = 0.4375 Orifice Radius (ft) = 0.22 Orifice Diameter (in) = 5.25
Actual Flow:	Recalculated Head Height (ft) = 3.90 Actual Orifice Area (ft ²) = 0.15 Q Actual (cfs) = 1.48

This Instrument Prepared By:
Yanya O'Hara, Esq.
Hand Arendall Harrison Sale LLC
71 N. Section Street
Fairhope, Alabama 36532
251-990-0079

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 6th day of August 2024 (the "**Effective Date**"), by and among BON AVENTURE TOO, LLC, an Alabama limited liability company ("**BAT**"), FAIRHOPE UNITED METHODIST CHURCH, a religious corporation ("**FUMC**"), and FAIRHOPE SINGLE TAX CORPORATION, a non-profit corporation ("**FSTC**"). BAT and FUMC are sometimes referred to herein as a "**Party**" and collectively, as the "**Parties**".

WITNESSETH

WHEREAS, FSTC is the owner of certain real property located at 456 Morphy Avenue, Fairhope, Alabama 36532, as more particularly described in Exhibit "A" attached hereto and made a part hereof ("**Parcel A**"), and that certain real property located at 155 S. Section Street, Fairhope, Alabama 36532, as more particularly described in Exhibit "B" attached hereto and made a part hereof ("**Parcel B**");

WHEREAS, Parcel A and Parcel B are individually referred to herein as a "**Parcel**" and collectively as the "**Parcels**";

WHEREAS, the Parcels are adjacent to and contiguous with each other;

WHEREAS, BAT is the lessee of Parcel A pursuant to that certain Ground Lease Agreement dated February 22, 2023, by and between FSTC and BAT, recorded as Instrument No. 2051329 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, FUMC is the lessee of Parcel B pursuant to that certain Ground Lease Agreement dated November 1, 2001, by and between FSTC and FUMC, recorded as Instrument No. 632710 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, BAT is currently developing and constructing a mixed use commercial and residential apartment complex on Parcel A (the "**Project**");

WHEREAS, in connection with the construction, development and operation of the Project, BAT and FUMC acknowledge and agree that certain easements are necessary and appropriate over, under, across and through Parcel B so that the Project can be developed and operated on Parcel A, and that certain easements are necessary and appropriate over, across and through certain portions of Parcel A so that pedestrians and vehicles may ingress and egress Parcel B;

WHEREAS, BAT intends to grant herein, as an appurtenance to Parcel B, that certain Parcel A Driveway Easement (hereinafter defined) and that certain Temporary Parcel B Driveway Works Easement (hereinafter defined) (collectively, the "**BAT Easements**");

WHEREAS FUMC intends to grant herein, as an appurtenance to Parcel A, that certain (i) Parcel B Driveway Easement (hereinafter defined), (ii) Drainage Easement (hereinafter defined) (iii) the Temporary Parcel A Driveway Works Easement (hereinafter defined) and (iv) the Temporary Drainage Works Easement (collectively the "**FUMC Easements**");

WHEREAS, the BAT Easements and the FUMC Easements are collectively referred to herein as the “**Easements**”;

WHEREAS, as a component of the Easements, BAT and FUMC also intend to provide herein for certain obligations and restrictions with respect to the operation and maintenance of the Parcels and the facilities and improvements constructed thereon; and

WHEREAS, FSTC does hereby join in this Agreement for purposes of acknowledging and consenting to the granting and/or creation of the Easements and nothing more.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of the Easement Payment (hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do acknowledge and consent to the following easements, rights, covenants, restrictions and obligations.

1. BAT EASEMENT

a. Parcel A Driveway Easement.

i. BAT does hereby declare, create and establish, for the benefit of and as an appurtenance to Parcel B and as a burden on Parcel A, and does hereby grant, sell and convey unto FUMC, and its employees, agents, contractors, subcontractors, customers, visitors, invitees, licensees, tenants and/or occupants, successors and/or assigns (collectively the “**FUMC Permittees**”), a perpetual, non-exclusive easement, right and privilege over, upon, under, across and through that portion of Parcel A as depicted on and legally described in Exhibit “C” attached hereto and made a part hereof (the “**Parcel A Driveway Easement Area**”) for the purpose of providing vehicular and pedestrian ingress and egress over, upon, across and through that portion of the driveway located within the Parcel A Driveway Easement Area (the “**Parcel A Driveway**”) to and from Morphy Avenue and Parcel B (the “**Parcel A Driveway Easement**”).

ii. Upon completion of the Parcel A Driveway within the Parcel A Driveway Easement Area, BAT shall periodically inspect, maintain, repair and/or replace, or cause to be inspected, maintained, repaired and/or replaced the Parcel A Driveway located within the Parcel A Driveway Easement Area in good condition and repair, suitable for the safe passage of pedestrians and vehicles.

2. FUMC EASEMENTS

a. **Easement Payment.** For and in consideration of the sum of Ten Thousand and NO/100 Dollars (\$10,000.00) payable by BAT to FUMC on the Effective Date of this Agreement, FUMC grants the FUMC Easements to BAT, subject to the terms and conditions of this Agreement.

b. Parcel B Driveway Easement.

i. FUMC does hereby declare, create and establish, for the benefit of and as an appurtenance to Parcel A and as a burden on Parcel B, and does hereby grant, sell and convey unto BAT, and its employees, agents, contractors, subcontractors, customers, visitors, invitees, licensees, tenants and/or occupants, successors and/or assigns (collectively, the “**BAT Permittees**”), a perpetual, non-exclusive easement, right and privilege over, upon, under, across and through that portion of Parcel B as depicted on and legally described in Exhibit “D” attached hereto and made a part hereof (the “**Parcel B Driveway Easement Area**”) for the purpose of providing vehicular and pedestrian ingress and egress over, upon, across and through that portion of the driveway located within the Parcel B Driveway Easement Area (the “**Parcel B Driveway**”) to and from Morphy Avenue and Parcel A (the “**Parcel B Driveway Easement**”).

ii. FUMC shall periodically inspect, maintain, repair and/or replace, or cause to be inspected, maintained, repaired and/or replaced the Parcel B Driveway located within the Parcel B Driveway Easement Area in good condition and repair, suitable for the safe passage of pedestrians and vehicles.

c. **Drainage Easement.**

i. FUMC does hereby declare, create and establish, for the benefit of and as an appurtenance to Parcel A and as a burden on Parcel B, and does hereby grant, sell and convey unto BAT, and the BAT Permittees, a perpetual, non-exclusive easement, right and privilege over, upon, under, across and through that portion of Parcel B as depicted on and legally described in Exhibit "E" attached hereto and made a part hereof (the "**Drainage Easement Area**") for the purpose of constructing, tying into, connecting, installing, maintaining, operating and/or repairing certain stormwater drainage improvements consisting of a drainage pipe and other facilities and equipment (the "**Drainage Improvements**") sufficient to transmit and/or carry water drainage from Parcel A to and through the drainage pipe located on Parcel B within the Parcel B Drainage Easement Area (the "**Drainage Easement**") together with all necessary rights of access, ingress and egress over, upon, under, across and through such Parcel B Drainage Easement Area for purposes of the Drainage Easement. FUMC shall not have the right to relocate the Drainage Easement or the Drainage Easement Area in the future without the prior written consent of BAT.

ii. Upon completion of the Drainage Improvements, BAT shall periodically inspect, maintain, repair and/or replace or cause to be inspected, maintained, repaired and/or replaced the Drainage Improvements located within the Drainage Easement Area (the "**Drainage Maintenance**") in a reasonable manner, ordinary wear and tear accepted, so as to permit use of the Drainage Improvements for flow of storm water through the Drainage Improvements. Subject to Section 4 of this Agreement, FUMC shall have no responsibility or obligation with respect to the Drainage Maintenance, and BAT shall have no responsibility or obligation with respect to the other drainage improvements located on Parcel B.

3. **TEMPORARY EASEMENTS**

a. **Temporary Parcel A Driveway Works Easement.** In connection with any construction, installation, inspection, maintenance, repair and/or replacement works to be performed with respect to the Parcel A Driveway within the Parcel A Driveway Easement Area (the "**Parcel A Driveway Works**"), FUMC does hereby grant, sell and convey to BAT and the BAT Permittees, for the benefit of and as an appurtenance to the Parcel A and as a burden on Parcel B, a temporary easement (the "**Temporary Parcel A Driveway Works Easement**") in, upon, over, across and through Parcel B for encroachments over, upon, under, across and through those portions of Parcel B lying within twenty (20) feet of the Parcel A Driveway Easement Area as depicted and legally described on Exhibit "F" attached hereto and made a part hereof (the "**Temporary Parcel A Driveway Works Easement Area**"). The Temporary Parcel A Driveway Works Easement Area shall include an easement and license to enter onto the Temporary Parcel A Driveway Works Easement Area for purpose of ingress and egress for construction vehicles and construction personnel in connection with any Parcel A Driveway Works being undertaken within the Temporary Parcel A Driveway Works Easement Area. In the event BAT undertakes the Parcel A Driveway Works, BAT shall (i) undertake the Parcel A Driveway Works using commercially reasonable efforts to complete such works in a safe and expeditious manner, and (ii) return the Temporary Parcel A Driveway Works Easement Area to a substantially similar condition that the Temporary Parcel A Driveway Works Easement Area existed immediately prior to BAT undertaking the Parcel A Driveway Works.

b. **Temporary Parcel B Driveway Works Easement.** In connection with any construction, installation, inspection, maintenance, repair and/or replacement works to be performed with respect to the Parcel B Driveway within the Parcel B Driveway Easement (the "**Parcel B Driveway Works**"), BAT does hereby grant, sell and convey to FUMC and the FUMC Permittees, for the benefit of and as an appurtenance to the Parcel B and as a burden on Parcel A, a temporary easement (the "**Temporary Parcel B Driveway Works**")

Easement”) in, upon, over, under, across and through Parcel A for encroachments over, upon, under, across and through those portions of Parcel A lying within ten (10) feet of the Parcel B Driveway Easement Area as depicted and legally described on Exhibit “G” attached hereto and made a part hereof (the **“Temporary Parcel B Driveway Works Easement Area”**). The Temporary Parcel B Driveway Works Easement Area shall include an easement and license to enter onto the Temporary Parcel B Driveway Works Easement Area for purpose of ingress and egress for construction vehicles and construction personnel in connection with any Parcel B Driveway Works being undertaken within the Temporary Parcel B Driveway Works Easement Area. In the event FUMC undertakes the Parcel B Driveway Works, FUMC shall (i) undertake the Parcel B Driveway Works using commercially reasonable efforts to complete such works in a safe and expeditious manner, and (ii) return the Temporary Parcel B Driveway Works Easement Area to a substantially similar condition that the Temporary Parcel B Driveway Works Easement Area existed immediately prior to FUMC undertaking the Parcel B Driveway Works.

c. **Temporary Drainage Works Easement.** In connection with any construction, installation, inspection, maintenance, repair and/or replacement works to be performed with respect to the Drainage Improvements within the Drainage Easement Area (the **“Drainage Works”**), FUMC does hereby grant, sell and convey to BAT and the BAT Permittees, for the benefit of and as an appurtenance to Parcel A and as a burden on Parcel B, a temporary easement (the **“Temporary Drainage Works Easement”**) in, upon, over, under, across and through Parcel B for encroachments over, upon, under, across and through those portions of Parcel B as depicted and legally described on Exhibit “H” attached hereto and made a part hereof (the **“Temporary Drainage Works Easement Area”**). The Temporary Drainage Works Easement Area shall include an easement and license to enter onto the Temporary Drainage Works Easement Area for purpose of ingress and egress for construction vehicles and construction personnel in connection with any Drainage Works being undertaken within the Drainage Easement Area. In the event BAT undertakes the Drainage Works, BAT shall (i) undertake the Drainage Works using commercially reasonable efforts to complete such works in a safe and expeditious manner, and (ii) return the Temporary Drainage Works Easement Area to a substantially similar condition that the Temporary Drainage Works Easement Area existed immediately prior to BAT undertaking the Drainage Works.

d. **Notice of Works.** A Party seeking to undertake the Parcel A Driveway Works, the Parcel B Driveway Works or the Drainage Works, shall provide the other Party with ten (10) calendar days prior written notice each and every time a Party requires access to and use of the Temporary Parcel A Driveway Works Easement, the Temporary Parcel B Driveway Works Easement and/or the Temporary Drainage Works Easement (collectively, the **“Temporary Easements Works Notice”**). At such time a Party completes any and all works the subject of the Temporary Easements Works Notice, such Party shall provide written notice to the other Party advising that such works are complete (**“Completion Notice”**), and such Temporary Easements Works Notice shall terminate effective as of the date of the Completion Notice.

4. DAMAGE TO EASEMENTS

Notwithstanding anything contained herein to the contrary, if a BAT/BAT Permittee or a FUMC/FUMC Permittee damages (where such damage results other than from the normal course of use of any improvements located within any portion of the Parcel A Driveway Easement Area, the Parcel B Driveway Easement Area, the Drainage Easement Area, the Temporary Parcel A Driveway Works Easement Area, the Temporary Parcel B Driveway Works Easement Area and/or the Temporary Drainage Works Easement Area (collectively, the **“Easement Areas”**), destroys, or in any way impairs and/or fails to maintain any improvements located within any portion of the Easement Areas (**“Improvements”**), the Party responsible for such damage (as applicable, the **“Responsible Party”**) shall repair, replace and/or restore the Improvements located within such portion of the Easement Areas, at the Responsible Party’s sole cost and expense, to a substantially similar condition that existed prior to such damage occurring. In the event that the Responsible Party does not repair, replace and/or restore the Improvements located within such portion of the Easement Areas to a substantially similar condition that existed prior to such damage occurring within thirty (30) days upon receipt of demand from a Party who is not responsible for such damage (as applicable, the **“Non-Responsible Party”**), then the Non-Responsible Party

may repair, replace and/or restore the Improvements located within such portion of the Easement Areas and invoice the Responsible Party for the Non-Responsible Party's costs and/or expenses incurred in connection with repairing, replacing and/or restoring the Improvements located within such portion of the Easement Areas (a **"Non-Responsible Party Invoice"**). The Responsible Party shall pay any Non-Responsible Party Invoice to the Non-Responsible Party within ten (10) calendar days of receipt of a Non-Responsible Party Invoice. If the Responsible Party fails to pay any amount due to the Non-Responsible Party pursuant to a Non-Responsible Party Invoice in accordance with this Section the amount owed shall bear interest from and after the date due at the lesser of (i) the rate of twelve percent (12%) per annum, or (ii) the highest rate permitted by law (the **"Default Rate"**), and the Non-Responsible Party may pursue any and all available legal remedies to collect any such outstanding amount.

5. INDEMNIFICATION.

Each Party shall indemnify and hold every other Party, including the BAT Permittees and/or the FUMC Permittees, as applicable, harmless (except for loss or damage resulting from the gross negligence or intentional misconduct of such other Party, including the BAT Permittees and/or the FUMC Permittees, as applicable) from and against any and all damages, liability actions, claims and expenses (including, without limitation, reasonable attorneys' fees) in connection with the loss of life, personal injury and/or damage to property arising from, out of, or in any manner connected with the acts or omissions of the indemnifying Party, including the BAT Permittees and/or the FUMC Permittees, as applicable, in exercising the rights and obligations granted and set forth herein.

6. MECHANICS' LIENS

In the event that any mechanics', materialmen's or other liens are filed against or become an encumbrance on any portion of Parcel A and/or Parcel B, as applicable, as a result of any works undertaken by the BAT/BAT Permittees, or by FUMC/FUMC Permittees, as applicable (the **"Works"**) the party undertaking the Works (the **"Party Undertaking the Works"**) shall, within fifteen (15) days of receipt of written notice of the recording of such lien, obtain by discharge, bond or otherwise the release of any such lien as an encumbrance on Parcel A and/or Parcel B, as applicable. The Party Undertaking the Works shall indemnify, defend and hold harmless the party not undertaking the Works (the **"Party Not Undertaking the Works"**) against any such liens and from any and all expense and liability in connection therewith, including but not limited to attorneys' fees and court costs resulting therefrom. If the Party Undertaking the Works fails to obtain a release of any such lien within such fifteen (15) day period, the Party Not Undertaking the Works may elect (but shall not be obligated to) to cause the release of any such lien to occur, and invoice the Party Undertaking the Works for the Party Not Undertaking the Works' costs and/or expenses incurred in connection therewith. The Party Undertaking the Works shall reimburse the Party Not Undertaking the Works for such invoice amount within five (5) days of receipt of an invoice for such costs and/or expenses. If the Party Undertaking the Works fails to pay any amount due in accordance with this Section, the amount owed shall bear interest from and after the date due at the Default Rate, and the Party Not Undertaking the Works may pursue any and all available legal or equitable remedies to collect any such outstanding amount.

7. RESERVATION OF RIGHTS

a. Except as otherwise provided for herein, BAT hereby reserves for itself the full and unrestricted right to use Parcel A (including the portions thereof that are subject to the BAT Easements) for any purposes whatsoever including, without limitation, the right to grant utility easements (by plat or otherwise), and the installation, repair, and maintenance of underground utilities across and under Parcel A, so long as the BAT Easements and rights associated therewith granted hereby are not materially and adversely affected by the exercise of such rights.

b. Except as otherwise provided for herein, FUMC hereby reserves for itself the full and unrestricted right to use Parcel B (including the portions thereof that are subject to the FUMC Easements) for

any purposes whatsoever including, without limitation, the right to grant utility easements (by plat or otherwise), and the installation, repair, and maintenance of underground utilities across and under the Parcel B, so long as the FUMC Easements and rights associated therewith granted hereby are not materially and adversely affected by the exercise of such rights.

8. COORDINATION OF EASEMENTS

To the extent that any portion of Parcel A and/or Parcel B is encumbered by one or more Easements established, granted and/or created herein, the Party whose Parcel is burdened by such Easement(s) shall coordinate any and all actions with respect to construction, inspection, installation, maintenance, repair and/or replacement of any and all improvements located thereon (the "**Works**") with such Party obligated under this Agreement to undertake the Works, in order to provide for the orderly and harmonious use and operation of such Party's Parcel including any and all Improvements located thereon.

9. SUBORDINATION OF MORTGAGES

It is the intention of the Parties, and/or their successors and/or assigns, that the holders of all existing and future deeds of trust, mortgages and/or other interests with respect to each of the Parcels shall acquire and/or hold their respective deeds of trust, mortgages and/or other interests subject and subordinate in all respects to this Agreement and the Easements established, granted and/or created herein, and that the foreclosure or other exercise of rights by such holder shall not terminate or cancel the Easements or this Agreement in any respect.

10. INSURANCE

a. BAT and FUMC shall purchase and maintain, and shall cause its contractors, agents, subcontractors and suppliers, as applicable ("**Contractors**"), to purchase and maintain adequate insurance to protect against the liabilities and obligations of BAT and FUMC under this Agreement, including, without limitation, a commercial general liability insurance policy(ies) with: (a) contractual liability coverage to fully insure any indemnification obligations in this Agreement; (b) coverage for personal injury and property damage; (c) workers compensation as required by the laws of the State of Alabama.

b. The insurance policy(ies) required to be procured and maintained by BAT and FUMC and each of its respective Contractors, as applicable, under this Agreement shall be issued by one or more responsible insurance companies licensed to do business in the State of Alabama. BAT and FUMC, as applicable, shall be named as an additional insured under all policies required pursuant to this Agreement and in all events such insurance shall be primary to any liability insurance carried by such Party. All such policies shall contain the following endorsements: (i) that such insurance may not be cancelled or amended except upon thirty (30) days' prior written notice from the insurance company to the applicable Party, and (ii) that such Party shall be solely responsible for the payment of all premiums under such policy, and that the non-procuring Party, shall not have any obligation for the payment of any premiums under such policy. Each Party agrees to deliver to such other Party, all certificates of insurance for all such policies of insurance prior to such Party first exercising its rights hereunder, and at least ten (10) calendar days prior to the expiration of any such policy, such Party, shall deliver to the other Party, as applicable, all certificates of insurance evidencing the renewal thereof. Should a Party fail to provide the insurance coverages required herein (the "**Failing Party**"), then the other Party shall have the right but not the obligation to procure such insurance and the Failing Party shall promptly reimburse the other Party for any such amounts so expended; provided that nothing herein shall be interpreted as requiring the non-procuring Party, to secure such insurance.

11. REMEDIES

a. If a Party defaults in the performance of any obligation under this Agreement (the "**Defaulting Party**"), which default affects the Parcel of the other Party or any occupant thereof (the "**Affected Party**"), the Affected Party shall provide written notice of such default to the Defaulting Party ("**Notice of Default**"), and if

the Defaulting Party fails to cure the default within thirty (30) days of receipt of the Notice of Default (or if the same cannot be reasonably cured within thirty (30) days, fails to commence said cure with the thirty (30) day period and fails to proceed diligently to cure the same, or in the event of an emergency after such notice as is practical under the circumstances), the Affected Party shall have the right, but not the obligation, to perform such obligation on behalf of the Defaulting Party. In such event, the Defaulting Party shall promptly reimburse the Affected Party for any and all costs and/or expenses incurred by the Affected Party, together with interest thereon from the date of outlay at the Default Rate. Nothing in this Section shall be deemed to limit any other remedy at law or in equity which non-defaulting party may have with respect to such default, including, without limitation, a suit or suits for injunction, specific performance and damages.

b. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of such Party. Any costs and expenses of any such proceeding (including, without limitation, attorneys' fees in a reasonable amount) shall be paid by the Defaulting Party.

c. No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms or conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default under the same provision or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided for in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided for herein or at law or in equity.

d. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Agreement.

12. MISCELLANEOUS PROVISIONS

a. Except as otherwise expressly provided for herein, this Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law. If, under applicable law, any provision of this Agreement is limited to a lesser term, such lesser term shall automatically apply to such provision but shall not affect the balance hereof.

b. Every agreement, declaration, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, declared, granted or assumed, as the case may be, in this Agreement shall constitute an equitable servitude on the Parcel owned by such Party, and the benefits and burdens thereof shall run with the title to the Parcels. Any transferee of any part of a Parcel shall automatically be deemed, by acceptance of the title to any portion of such Parcel, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Parcel and to have agreed with the then owner or owners of all other portions of the Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. Upon the completion of such transfer, the transferor shall be relieved of all further liability under this Agreement except liability with respect to matters remaining unsatisfied which arose during its period of ownership of the Parcel or portion thereof so conveyed.

c. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention of BAT and FUMC, and their successors and assigns that nothing in this Agreement, express or implied, shall confer upon any person, other than BAT and FUMC, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement. No easements, except those expressly set forth herein shall be implied by this Agreement.

d. If any provisions of this Agreement, or any portion thereof, or the application thereof to any persons or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this

Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

f. The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

g. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render any Party liable for the debts of any other Party.

h. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

i. This Agreement may only be amended, modified, or terminated by an agreement in writing, executed and acknowledged by the undersigned Parties or their successors or assigns. Any such amendment, modification or termination shall be recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

j. In the event of any dispute concerning enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

k. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, BAT has caused this Agreement to be executed by and through its duly authorized representative effective as of the Effective Date.

BAT:

BON ADVENTURE TOO, LLC, an Alabama limited liability company

By: William Staggars
Name: William Staggars
As Its: Sole Member

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned notary public in and for said County in said State, hereby certify that William Staggars, as Sole member of Bon Adventure Too, LLC, an Alabama limited liability company is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he, as such member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of July, 2024.

Lisha E. Klumpp

NOTARY PUBLIC

My Commission Expires: 10/10/2026



IN WITNESS WHEREOF, FUMC has caused this Agreement to be executed by and through its duly authorized representative effective as of the Effective Date.

FUMC:

FAIRHOPE UNITED METHODIST CHURCH, a religious corporation

By: 

Name: Michael Chambless

Title: Chairman of the Trustees Committee, Fairhope United Methodist Church

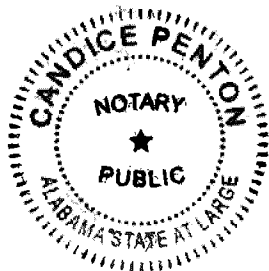
STATE OF ALABAMA

COUNTY OF Mobile

I, the undersigned notary public in and for said County in said State, hereby certify that Michael Chambless, as Chairman of the Trustees Committee, Fairhope United Methodist Church, a religious corporation is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, he, as such Chairman of the Trustees Committee, Fairhope United Methodist Church and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of July, 2024.

{SEAL}




NOTARY PUBLIC

My Commission Expires: August 31, 2027

Candice Penton
Alabama State at Large
NOTARY PUBLIC
My Commission Expires
August 31st, 2027

IN WITNESS WHEREOF, FSTC does hereby join in the execution of this Agreement for the purposes of acknowledging and consenting to the granting and/or creation of the Easements, all effective as of the Effective Date and nothing more.

FSTC:

FAIRHOPE SINGLE TAX CORPORATION, a non-profit corporation

By: 
Name: Reuben E. Davidson, III
Title: FSTC Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned notary public in and for said County in said State, hereby certify that Reuben E. Davidson, III ↓, as the Secretary of Fairhope Single Tax Corporation, a non-profit corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, 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 31st day of July, 2024.
{SEAL} NOTARY PUBLIC
My Commission Expires: _____

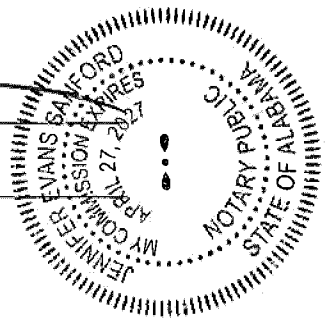


EXHIBIT "A"

Parcel A Legal Description

Lot nine (9), per replat of Lots 8, 9 and 10, in Ettel's Subdivision and replat of Lots 1, 2, 3, 5, 6, 7 and 8, Block one (1), Central Park Addition, lands of the Fairhope Single Tax Corporation in the City of Fairhope, Alabama filed for record October 5, 1949 and recorded in Map Book 3, Page 112 (Slide #159-A), Probate Records of Baldwin County, Alabama; Frac'l Section 17, Township 6 South, Range 2 East, Baldwin County, Alabama.

46-03-37-0-008-055.503

EXHIBIT "B"

Parcel B Legal Description

Lot eight (8), per replat of Lots 8, 9 and 10, in Ettel's Subdivision and replat of Lots 1, 2, 3, 5, 6, 7 and 8, Block one (1), Central Park Addition to City of Fairhope, Alabama filed for record October 5, 1949 and recorded in Probate Records in Map Book 3, Page 112; Section 17, T6S, R2E, Baldwin County, Alabama.

EXHIBIT "C"

**Parcel A Driveway Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°50'14"E A DISTANCE OF 9.34 FEET TO A POINT, THENCE RUN S00°09'11"W A DISTANCE OF 132.84 FEET, PARALLEL TO THE WEST LINE OF SAID LOT 9, TO A POINT, THENCE RUN N 89° 50' 14"W, 9.34 FEET TO A POINT; THENCE RUN N00° 09' 11"E, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 132.84 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE SAID POINT BEING THE POINT OF BEGINNING. CONTAINS 1,240.74 SQUARE FEET.

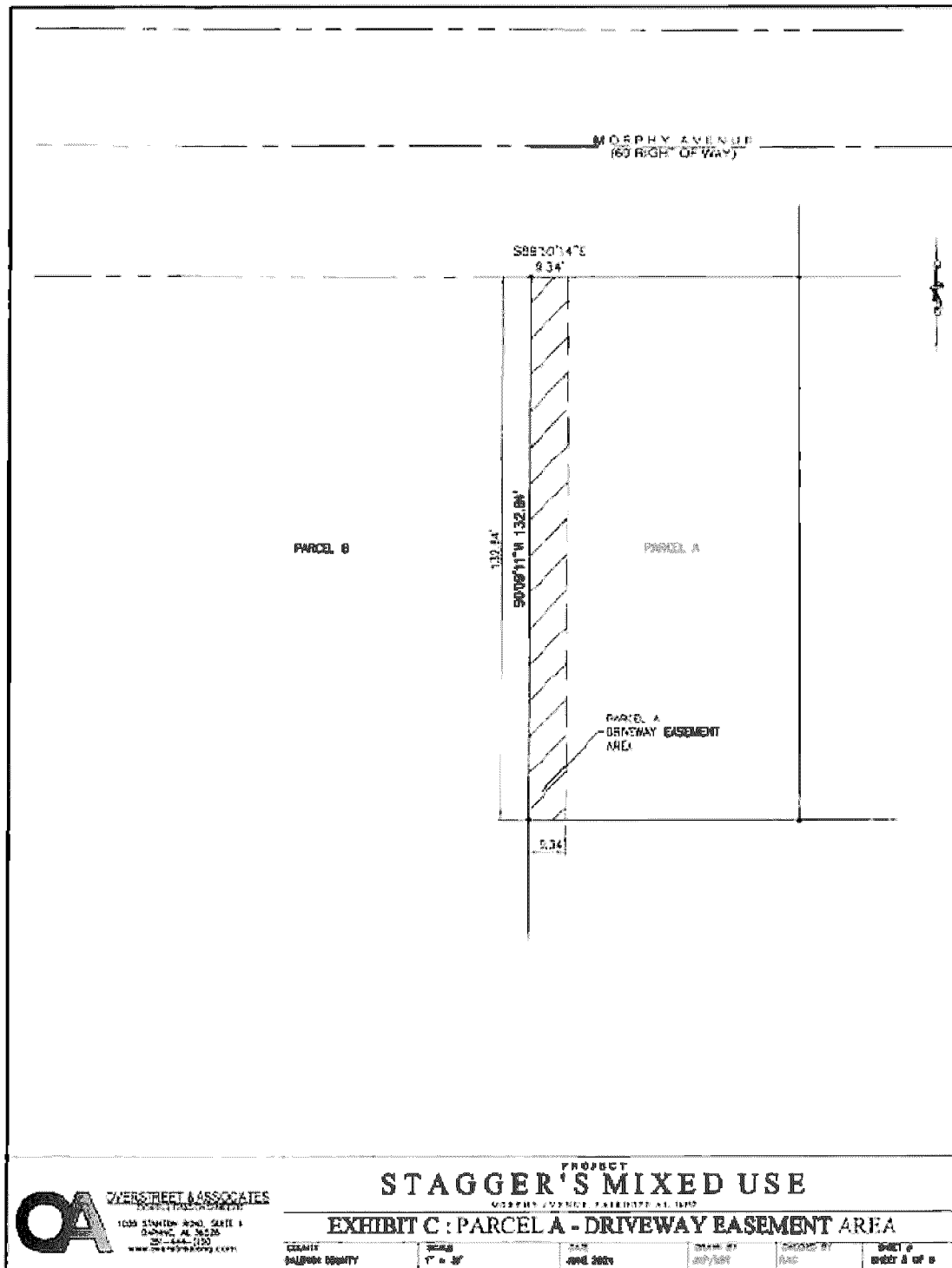


EXHIBIT "D"

**Parcel B Driveway Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°09'11"W DISTANCE OF 132.84 FEET TO A POINT, THENCE RUN S89°50'14"E A DISTANCE OF 10.66 FEET TO A POINT, THENCE RUN N00°09'11"E A DISTANCE OF 132.84 FEET, THENCE RUN S89°50'14"E A DISTANCE OF 10.66 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE - THE POINT OF BEGINNING. CONTAINS 1,416.09 SQUARE FEET.

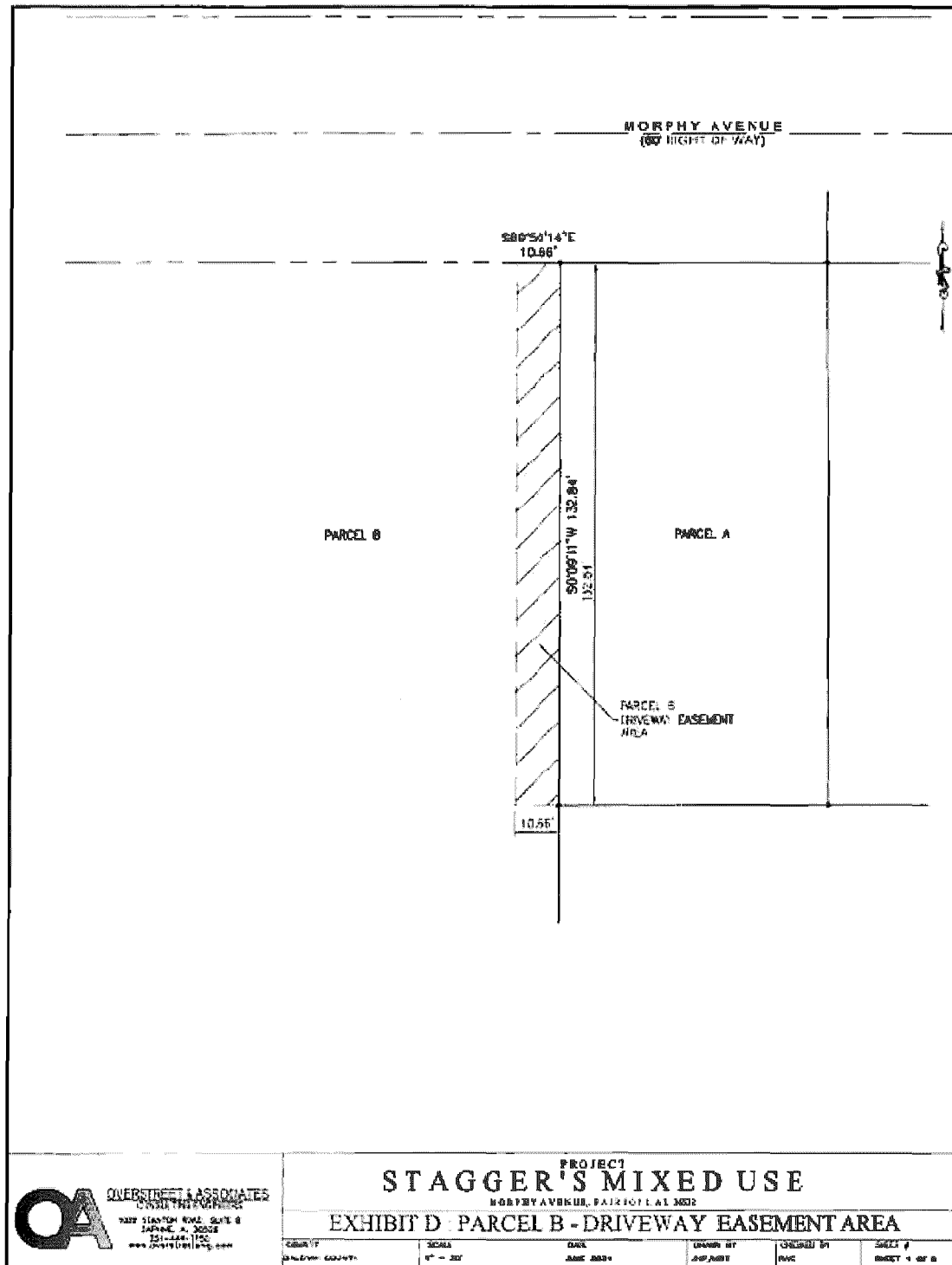


EXHIBIT "E"

**Drainage Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°09'11"W DISTANCE OF 115.89 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING, THENCE RUN S00°09'11"W A DISTANCE OF 31.34 FEET TO A POINT; THENCE RUN S89°50'14"E A DISTANCE OF 24.85 FEET TO A POINT, THENCE RUN N00°07'11"E A DISTANCE OF 31.34 FEET TO A POINT, THENCE RUN S89°50'14"E A DISTANCE OF 24.85 FEET - THE POINT OF BEGINNING. CONTAINS 777.14 SQUARE FEET.

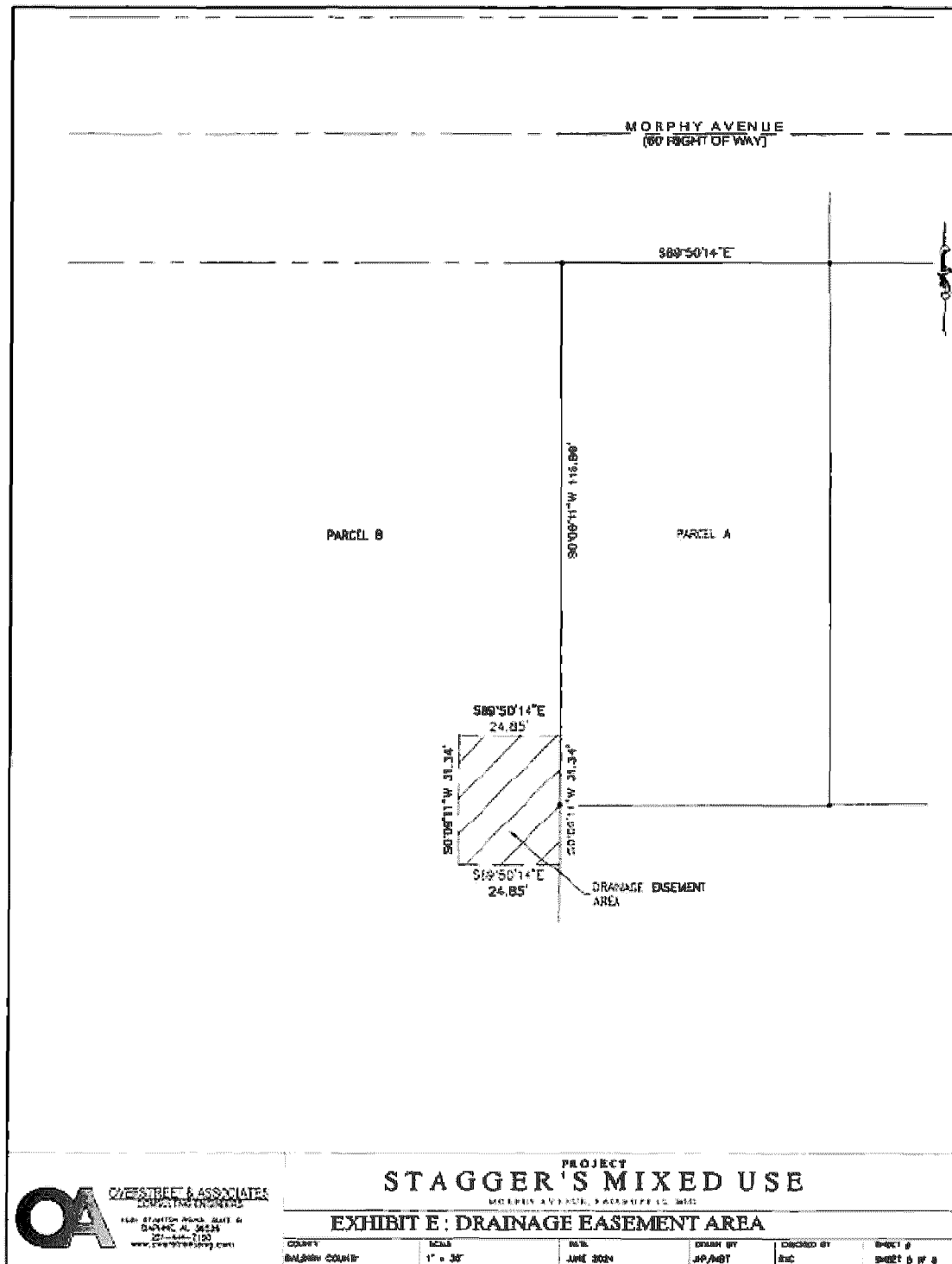


EXHIBIT "F"

**Temporary Parcel A Driveway Works Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN N89°50'14"W DISTANCE OF 20.00 FEET TO A POINT ALONG SAID SOUTH RIGHT-OF-WAY LINE. THENCE RUN S00°09'11"W A DISTANCE OF 152.84 FEET TO A POINT, THENCE RUN S89°50'14"E A DISTANCE OF 20.00 FEET TO A POINT, THENCE RUN S00°09'11"W A DISTANCE OF 152.84 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE - THE POINT OF BEGINNING. CONTAINS 3,056.66 SQUARE FEET.

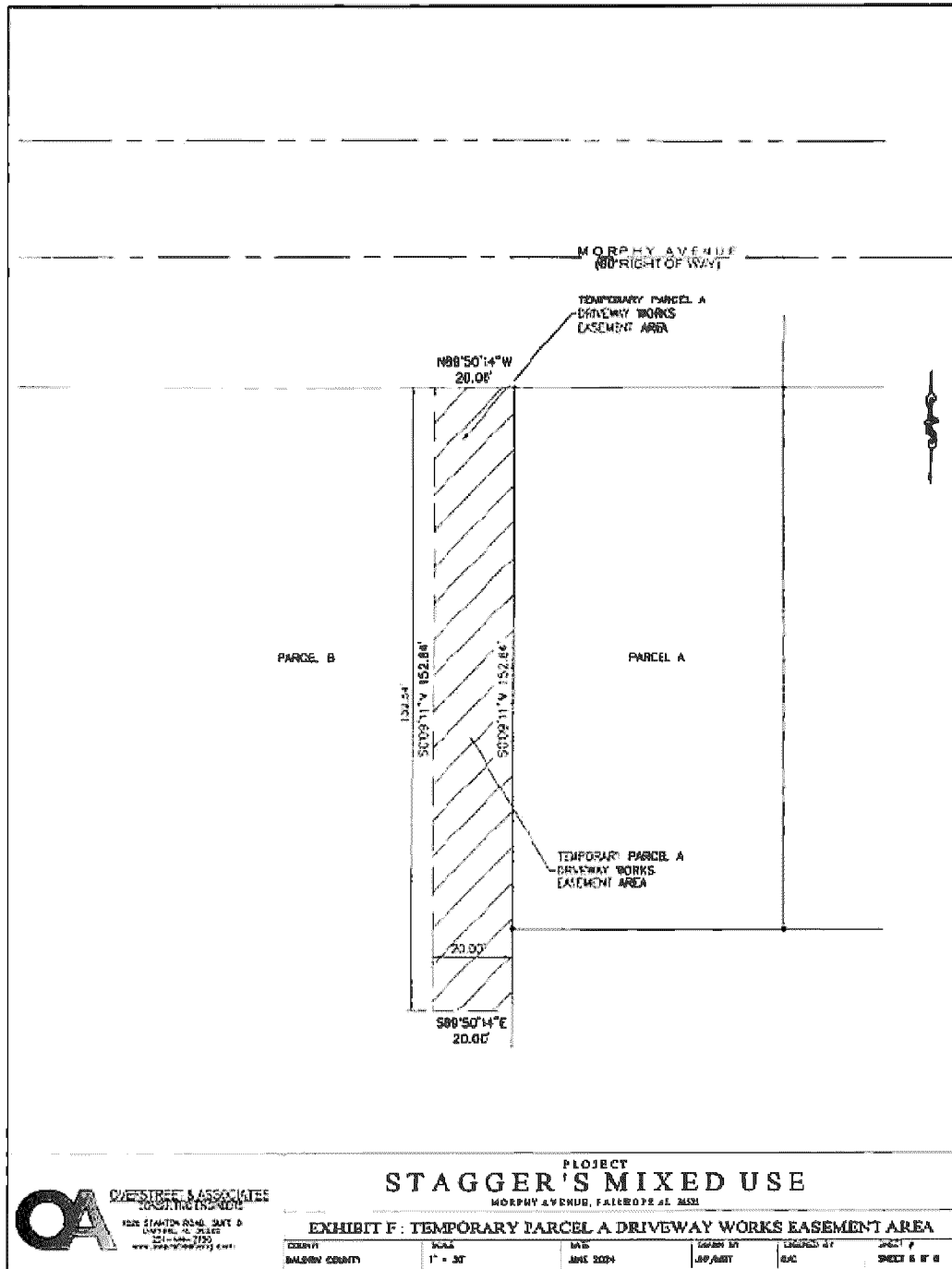


EXHIBIT "G"

**Temporary Parcel B Driveway Works Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

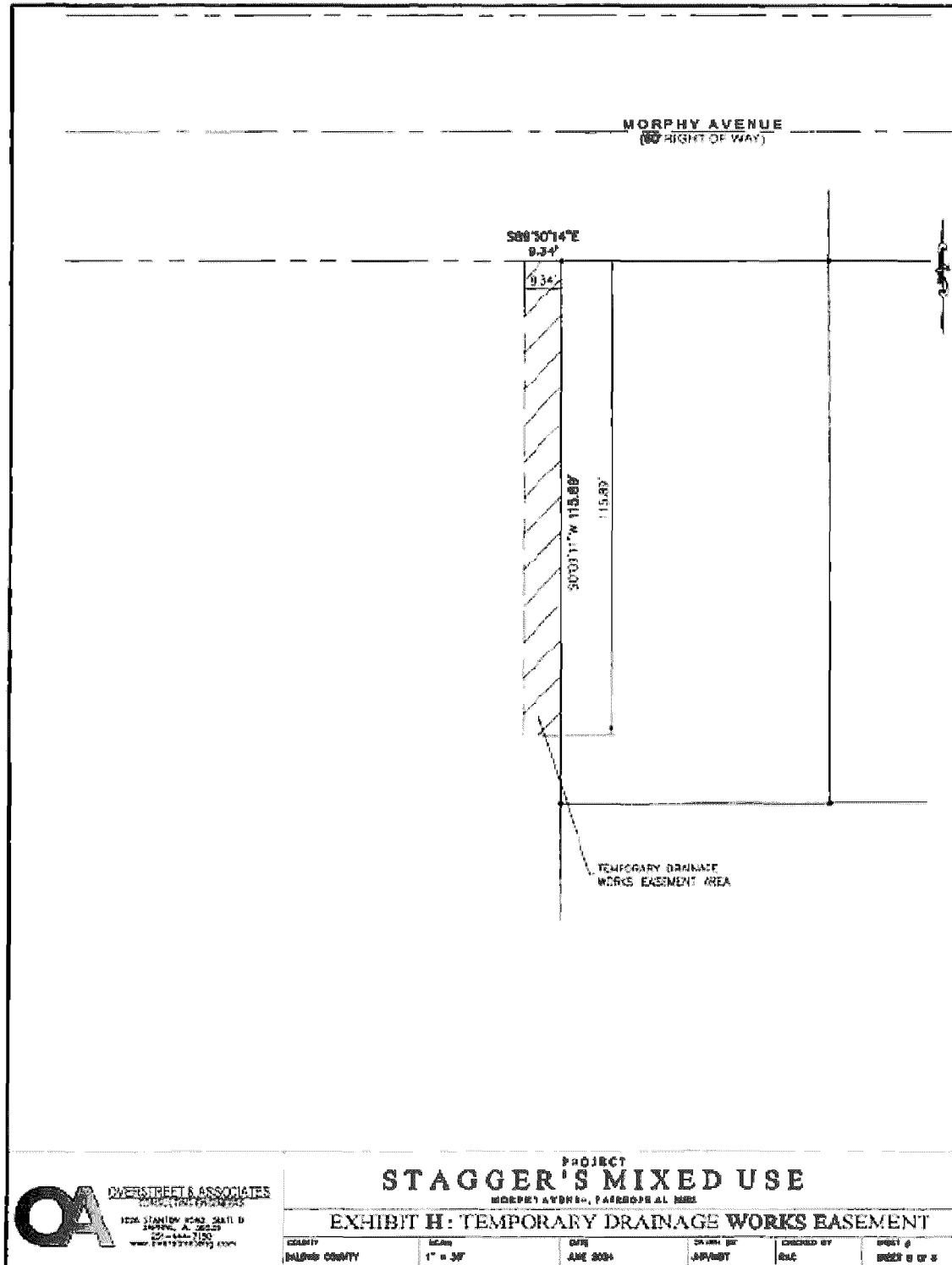
BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S89°50'14"E A DISTANCE OF 10.00 FEET TO A POINT, THENCE RUN S00°09'11"W A DISTANCE OF 132.84 FEET TO A POINT, PARALLEL TO THE WEST LINE OF SAID LOT 9, THENCE RUN N 89° 50' 14"W, 10.00 FEET TO A POINT; THENCE RUN N00° 09' 11"E, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 132.84 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE SAID POINT BEING THE POINT OF BEGINNING. CONTAINS 1,328.42 SQUARE FEET.

EXHIBIT "H"

**Temporary Drainage Works Easement Area
Legal Description and Depiction**

STATE OF ALABAMA
COUNTY OF BALDWIN

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, SURVEY AND RE-PLAT OF LOTS 8, 9 AND 10, IN ETTLE'S SUBDIVISION AND LOTS 1, 2, 3, 5, 6, 7 AND 8, BLOCK 1, CENTRAL PARK ADDITION TO CITY OF FAIRHOPE, ALABAMA AS RECORDED IN MAP BOOK 3, PAGE 112, IN THE OFFICE OF PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°09'11"W DISTANCE OF 115.89 FEET TO A POINT, THENCE RUN S89°50'14"E A DISTANCE OF 9.34 FEET TO A POINT, THENCE RUN N00°09'11"E A DISTANCE OF 115.89 FEET, THENCE RUN S89°50'14"E A DISTANCE OF 9.34 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF MORPHY AVENUE - THE POINT OF BEGINNING. CONTAINS 1,082.44 SQUARE FEET.





December 18, 2024

Sherry Sullivan
Mayor

Re: 456 Morphy Ave, Fairhope, AL. Mixed Use Project

Council Members:

Kevin G. Boone
Jay Robinson
Jack Burrell, ACO
Jimmy Conyers
Corey Martin

All Tap fees and System Development Charges (SDC's) will apply, and all necessary infrastructure improvements will be at the developer's expense. Any changes or deviations of the proposed plan will require a utility review. This statement of availability remains effective for twelve (12) months from the date of this letter, at which time it shall expire and automatically be withdrawn.

Lisa A. Hanks, MMC
City Clerk

Water: Water service by Fairhope Public Utilities is currently available.

Sewer: Sewer service by Fairhope Public Utilities is currently available.

Kimberly Creech
Treasurer

Gas: Gas service by Fairhope Public Utilities is currently available. All units will need to be plumbed to a meter bank on the left or right side with no more than 12 feet down the side of the building from Morphy Ave.

Electric: Electric service by Fairhope Public Utilities is currently available. ATC is determined on final construction design and approval.

Sincerely,


Daryl Morefield
Water/Wastewater Superintendent

161 North Section St.
PO Drawer 429
Fairhope, AL 36533


Sid Grose
Gas Construction Supervisor

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov


Marshall King
Electrical Engineering Technician

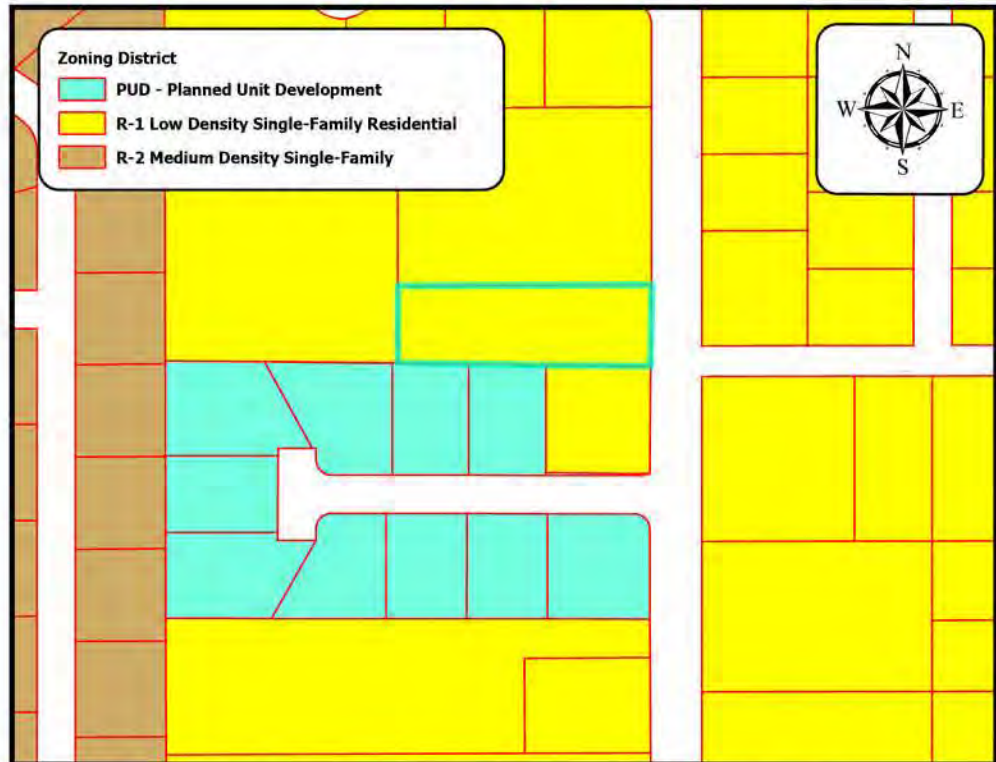
City of Fairhope

Planning Commission

March 6, 2025



ZC 25.02 - Hermitage Court



Project Name:

Hermitage Court

Site Data:

.36 acres

Project Type:

Amend planned unit

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

R-1 Low Density Single-Family
Residential District

PPIN Number:

226992

General Location:

Corner of Winn Ave and Blue Island Ave

Surveyor of Record:

S.E. Civil

Engineer of Record:

S.E. Civil

Owner / Developer:

Robert, Renee Taylor and FST Blue
Island Owners Association

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approved w/ Conditions

Prepared by:

Name





APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: FST BLUE ISLAND OWNERS ASSOCIATION Phone Number: _____
 Street Address: 2700 Highway 280
 City: Birmingham State: AL Zip: 35223

Applicant / Agent Information

If different from above:

Notarized letter from property owner is required if an agent is used for representation.

Name: Aaron Collins Phone Number: 251-990-6566
 Street Address: 9969 Windmill Road
 City: Fairhope State: AL Zip: 36532

Current Zoning of Property: PUD
 Proposed Zoning/Use of the Property: Existing Planned Use Development
 Property Address: 620 Hermitage Ct
 Parcel Number: 05-46-04-17-1-000-066.511 & 05-46-04-17-1-000-023.001
 Property Legal Description: See attached
 Reason for Zoning Change: We requesting a zoning change on a portion of PIN # 226992 to bring that into the overall PUD.

Property Map Attached ☒ YES ☐ NO

Metes and Bounds Description Attached ☒ YES ☐ NO

Names and Address of all Real Property Owners
 within 300 Feet of Above Described Property Attached. ☒ YES ☐ NO

Character of Improvements to the Property and Approximate Construction Date: There will be no construction taking place. The PUD Modification is to add more property to Unit 7 from an adjacent property. This application is accompanied by a replat.

Zoning Fee Calculation:

Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Aaron Collins (as agent)
 Property Owner/Leaseholder Printed Name

1/8/2025

Date

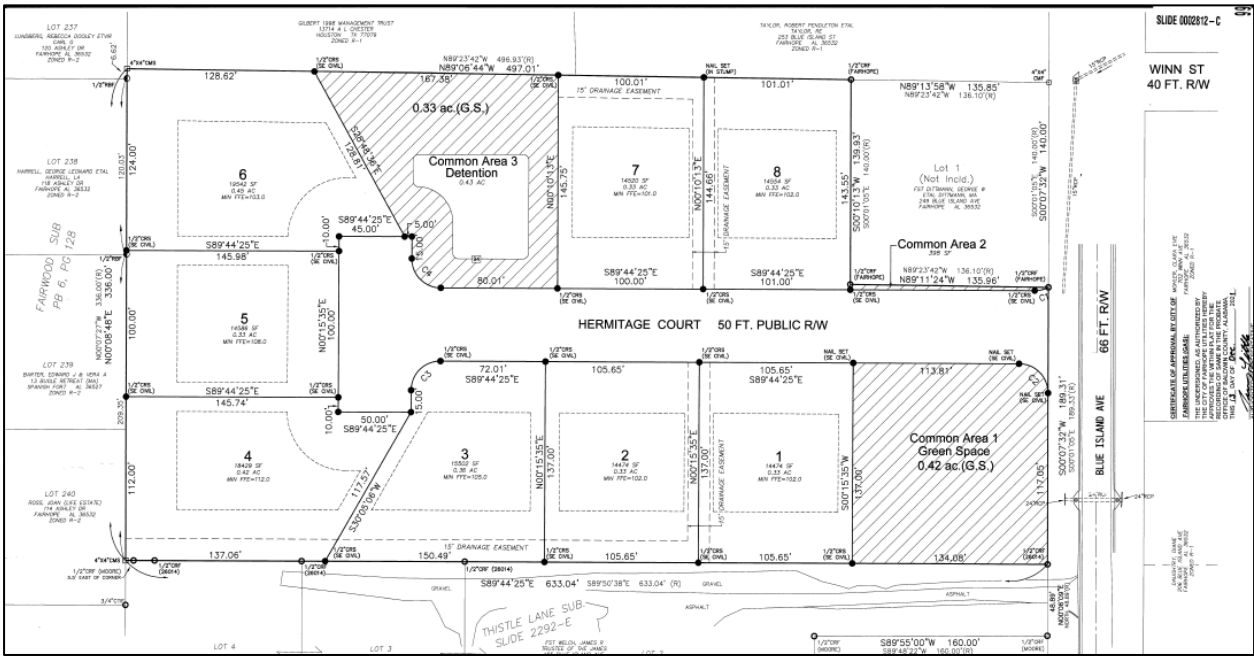
Signature

Fairhope Single Tax Corp. (If Applicable)

Ruben E. Davidson II
as FSTC Secretary

Summary of Request:

Authorized agent, SE Civil, LLC (Aaron Collins), on behalf of owner, FST and Blue Island Owner's Association requests a modification of the Hermitage Court PUD shown below and recorded as Slide 2812-C on December 13, 2021.



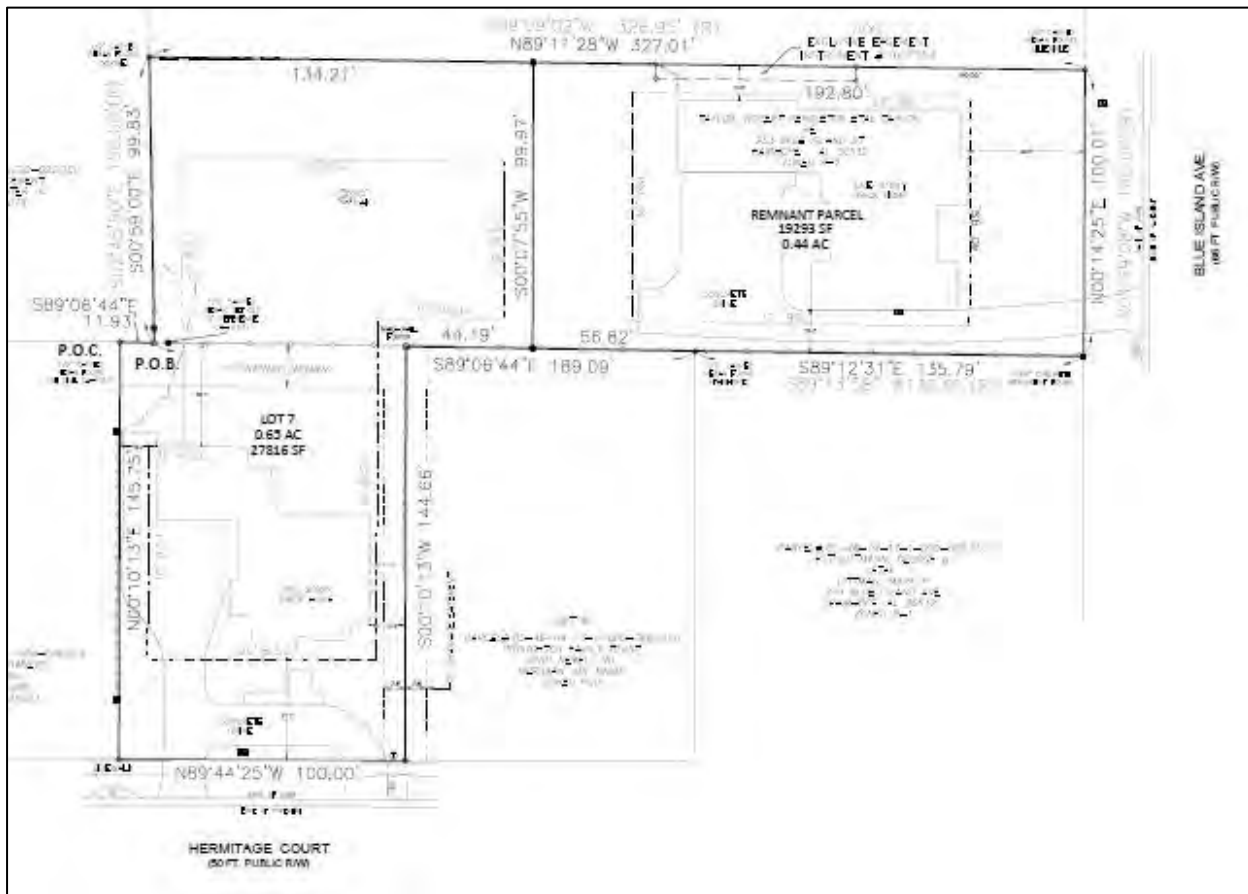
More specifically, Lot 7 (620 Hermitage Court), owned by FST and Will and Marlo Lowery, will gain more square feet from a subdivision of PPIN: 226992, a R-1 zoned lot owned by Robert and Renee Taylor ("Taylor Lot"). The Taylor Lot is not part of the Hermitage Court PUD. *See below.*



Comments:

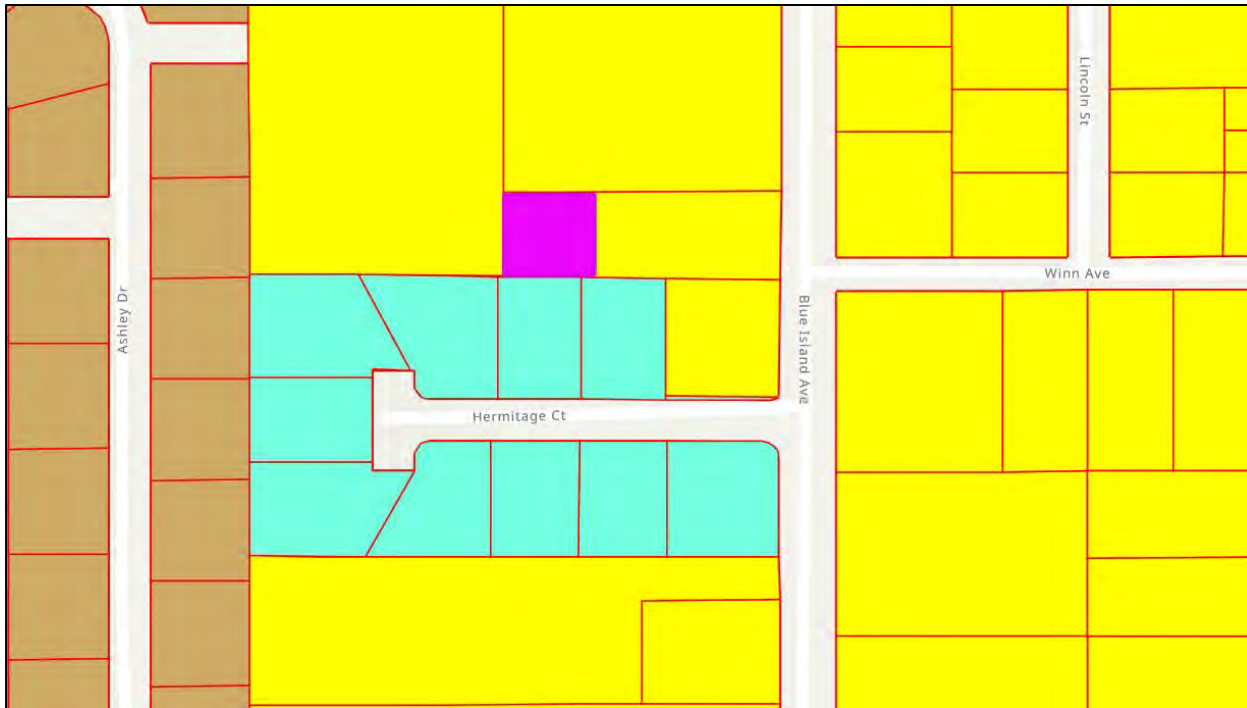
The application is accompanied by a re-plat. The subdivision and purchase of part of the Taylor Lot is scheduled for February 28, 2025. This staff report was prepared prior to the subdivision and purchase of the Taylor Lot with the assumption of a successful closing prior to the date of the Planning Commission meeting. If the purchase has not been executed prior to the March 6, 2025, Planning Commission meeting then this staff report is moot.

Proposed Re-plat



There will not be any construction affiliated with the re-plat and modification of the Hermitage Court PUD. There is a 15ft drainage easement at the rear of the current Lot 7. Accessory structures are permitted according to Ordinance 1698 Hermitage Court PUD. Accessory structures in the PUD are per R-1 requirements for accessory structures.

The result of this amendment will add the area shown in purple below to Lot 7 of Hermitage Ct, which will increase the zoning district boundary of the PUD known as Hermitage Court PUD.



As part of the approval process for the Hermitage Court PUD Applicant was required to submit two (2) bound copies of the Master Development Plan to supplement the Ordinance. Since then, the PUD has been fully developed and an updated Master Development Plan has been submitted with this application that reflects the property transaction and modification of the PUD at hand. A Zoning Map Amendment and the application is reviewed pursuant to the Criteria in Art. II, Section B(1)(e).

(1) Compliance with the Comprehensive Plan;

Response: Meets. Established residential area.

(2) Compliance with the standards, goals, and intent of this ordinance;

Response: Meets.

(3) The character of the surrounding property, including any pending development activity;

Response: Meets.

(4) Adequacy of public infrastructure to support the proposed development;

Response: Meets. Already an existing subdivision with utilities.

(5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response: Meets.

(5) Compliance with other laws and regulations of the City;

Response: Meets. Any future development is subject to all applicable laws of the City.

(6) Compliance with other applicable laws and regulations of other jurisdictions;

Response: Meets. Any future development is subject to all applicable laws.

(7) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and

Response: None anticipated.

(8) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response: None anticipated.

Recommendation:

Staff recommends **approval** of ZC 25.02 Hermitage Court PUD modification with the following conditions:

- 1) Applicant shall submit two (2) bound copies of an updated, complete, and accurate Master Development Plan to accompany this PUD modification.
- 2) Record the Re-plat with the Baldwin County Probate.



OWNER
FAIRHOPE SINGLE TAX CORP.
336 FAIRHOPE AVE.
FAIRHOPE AL 36532

LESSEE
FST BLUE ISLAND 2021, LLC
29891 WOODROW LANE, SUITE 300
SPANISH FORT AL 36527

DEVELOPER
68V PAYDIRT, LLC
29891 WOODROW LANE, SUITE 300
SPANISH FORT AL 36527

PARCEL NO.: 05-46-04-17-1-000-066.501

SITE DATA
CURRENT ZONING: P.U.D. (Ordinance #1698)
LIN. FT. STREETS: 582 LF
NUMBER OF LOTS: 8
MINIMUM LOT: 14,000 SF
SMALLEST LOT: 14,474 SF
LARGEST LOT: 27,816 SF (Lot 7)
AVG LOT: 15,780 SF
COMMON AREAS: 0.88 AC
TOTAL AREA: 4.99 AC

REQUIRED SETBACKS:
FRONT: 35 FEET
REAR: 35 FEET
SIDE: 10 FEET
SIDE STREET: 20 FEET

WATER SERVICE: CITY OF FAIRHOPE
SEWER SERVICE: CITY OF FAIRHOPE
ELECTRIC SERVICE: CITY OF FAIRHOPE
TELEPHONE SERVICE: AT&T

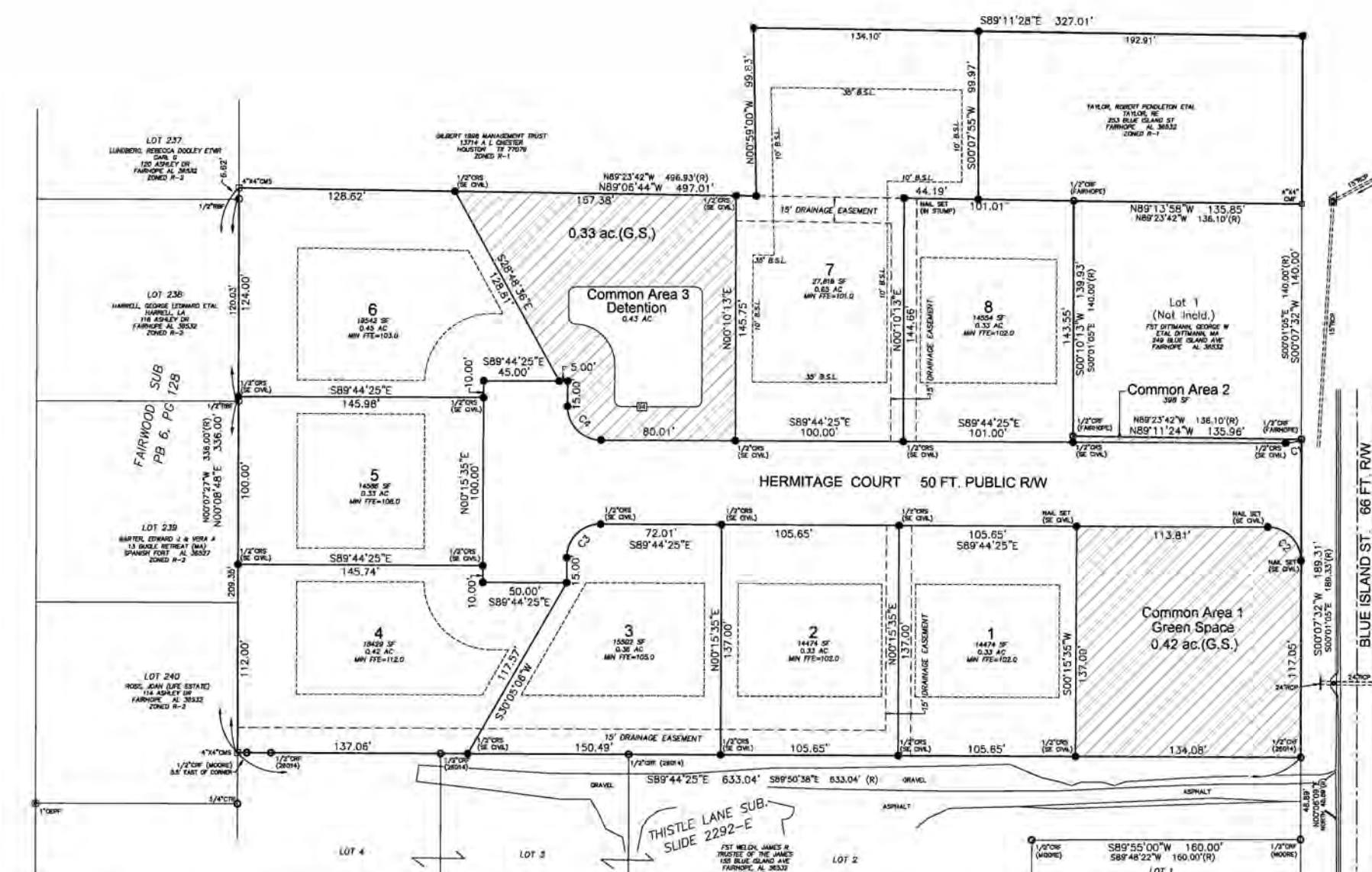
GREEN SPACE DENSITY CALCULATION

4.40	TOTAL GROSS ACRES
-1.08	RIGHT-OF-WAY & DETENTION AREA
3.32	ACRES

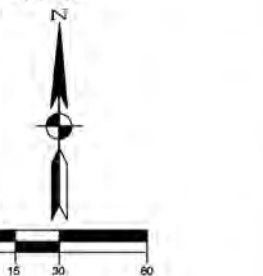
8/3.32 = 2.41 UNITS PER ACRE (G.S. DENSITY)
15% REQUIRED

QUALIFYING GREEN SPACE CALCULATION

0.42	COMMON AREA 1
0.01	COMMON AREA 2
0.33	COMMON AREA 3 (EXCLUDES POND)
0.76	TOTAL ACRES (17% OF TOTAL SITE)



- LEGEND:**
- B.S.L. = BUILDING SETBACK LINE
 - (A & R) = ACTUAL & RECORD BEARING/DISTANCE
 - (R) = RECORD BEARING/DISTANCE
 - = CAPPED REBAR SET (SEE CIVIL-CA167LS)
 - = CONCRETE MONUMENT SET
 - = CAPPED REBAR FOUND
 - CTF = CRIMP TIE IRON FOUND
 - CMF = CONCRETE MONUMENT FOUND
 - = OPEN END PIPE FOUND
 - = CHAIN LINK FENCE
 - = POST & WIRE FENCE
 - = WOOD FENCE
 - = OVERHEAD POWER LINE
 - = WATER MAIN
 - = GAS MAIN
 - = FIRE HYDRANT
 - = POWER POLE
 - = GUY WIRE ANCHOR
 - = GAS VALVE



CURVE	RADIUS	ARC LENGTH	CHORD	BEARING	CHORD LENGTH
C1	20.00	18.76	S76°16'58"W	9.66	
C2	20.00	31.37	N44°48'27"W	28.25	
C3	20.00	31.42	N45°15'35"E	28.28	
C4	20.00	31.42	N44°44'25"W	28.28	

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE (SEWER):
THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 20__.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (WATER):
THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 20__.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (ELECTRIC):
THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 20__.

CERTIFICATE OF APPROVAL BY AT&T (TELEPHONE):
THE UNDERSIGNED, AS AUTHORIZED BY AT&T HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 20__.

SURVEYOR'S NOTES:
1. THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
2. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
3. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
4. SURVEY WAS CONDUCTED ON AUGUST 13-14, 2019, AND IS RECORDED IN AN OBSERVATION FIELD BOOK.
5. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVELERS, AND ARE BASED ON STATE PLANE GRID, ALABAMA WEST ZONE USING GPS OBSERVATIONS.
6. THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, EFFECTIVE JANUARY 1, 2017.

CERTIFICATE OF OWNERSHIP
WE, FAIRHOPE SINGLE TAX CORPORATION, AN ALABAMA CORPORATION, HEREBY STATE THAT WE ARE THE OWNERS OF THE LANDS DESCRIBED HEREON AND DO HEREBY DEDICATE ALL ROADS, STREETS, ALLEYS, EASEMENTS AND ENCUMBRANCES SHOWN ON THIS PLAT TO THE PUBLIC.

CERTIFICATE OF LEASEHOLD OWNERSHIP
WE, THE UNDERSIGNED, AS PROPRIETOR(S), HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, Laid OUT AND PLATTED TO BE KNOWN AS HERMITAGE COURT RESUBDIVISION, BALDWIN COUNTY, ALABAMA, AND THAT THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT, ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

CERTIFICATE OF NOTARY PUBLIC:
STATE OF ALABAMA
COUNTY OF BALDWIN
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____ AS PRESIDENT, AND _____ AS SECRETARY, OF FAIRHOPE SINGLE TAX CORPORATION, AN ALABAMA CORPORATION, AS OWNER OF THE LANDS PLATTED HEREON IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, AND IN THEIR CAPACITY AS SUCH OWNER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.

CERTIFICATE OF APPROVAL BY E-911 ADDRESSING:
THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY E-911 BOARD, HEREBY APPROVES THE ROAD NAMES AS DEPICTED ON THE WITHIN PLAT AND HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 20__.

GREENSPACE MAINTENANCE
GREENSPACE AREAS AS SHOWN HEREON ARE DEDICATED AS PUBLIC ACCESS AND USE EASEMENT. MAINTENANCE OF GREENSPACE AREAS IS THE SOLE RESPONSIBILITY OF THE HERITAGE COURT PROPERTY OWNERS ASSOCIATION AND NOT THE CITY OF FAIRHOPE.

CERTIFICATE OF NOTARY PUBLIC:
STATE OF ALABAMA
COUNTY OF BALDWIN
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____ AS PROPRIETOR(S), HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, Laid OUT AND PLATTED TO BE KNOWN AS HERMITAGE COURT RESUBDIVISION, BALDWIN COUNTY, ALABAMA, AND THAT THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT, ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

CERTIFICATE OF NOTARY PUBLIC:
STATE OF ALABAMA
COUNTY OF BALDWIN
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____ AS PRESIDENT, AND _____ AS SECRETARY, OF FAIRHOPE SINGLE TAX CORPORATION, AN ALABAMA CORPORATION, AS OWNER OF THE LANDS PLATTED HEREON IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, AND IN THEIR CAPACITY AS SUCH OWNER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.

CERTIFICATE OF NOTARY PUBLIC:
STATE OF ALABAMA
COUNTY OF BALDWIN
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____ AS PRESIDENT, AND _____ AS SECRETARY, OF FAIRHOPE SINGLE TAX CORPORATION, AN ALABAMA CORPORATION, AS OWNER OF THE LANDS PLATTED HEREON IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, AND IN THEIR CAPACITY AS SUCH OWNER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.

CERTIFICATE OF NOTARY PUBLIC:
STATE OF ALABAMA
COUNTY OF BALDWIN
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____ AS PRESIDENT, AND _____ AS SECRETARY, OF FAIRHOPE SINGLE TAX CORPORATION, AN ALABAMA CORPORATION, AS OWNER OF THE LANDS PLATTED HEREON IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, AND IN THEIR CAPACITY AS SUCH OWNER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.

CERTIFICATE OF NOTARY PUBLIC:
STATE OF ALABAMA
COUNTY OF BALDWIN
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____ AS PRESIDENT, AND _____ AS SECRETARY, OF FAIRHOPE SINGLE TAX CORPORATION, AN ALABAMA CORPORATION, AS OWNER OF THE LANDS PLATTED HEREON IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, AND IN THEIR CAPACITY AS SUCH OWNER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.

ENGINEER'S CERTIFICATE
I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, HOLDING CERTIFICATE NUMBER _____, HEREBY CERTIFY THAT I HAVE DESIGNED THE WITHIN IMPROVEMENTS IN CONFORMANCE WITH APPLICABLE CODES AND LAWS AND WITH THE PRINCIPALS OF GOOD ENGINEERING PRACTICE. I FURTHER CERTIFY THAT I HAVE OBSERVED THE CONSTRUCTION OF THE WITHIN IMPROVEMENTS, THAT THE SAME CONFORM TO MY DESIGN, THAT THE WITHIN PLAT IS A TRUE AND ACCURATE REPRESENTATION OF IMPROVEMENTS AS INSTALLED AND THAT SAID IMPROVEMENTS ARE HEREBY RECOMMENDED FOR ACCEPTANCE BY THE CITY OF FAIRHOPE, ALABAMA.

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING DIRECTOR
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING COMMISSION OF FAIRHOPE, ALABAMA, AND IS APPROVED BY SUCH COMMISSION.
THE CITY OF FAIRHOPE PLANNING COMMISSION
BY: _____ DATE: _____

GENERAL NOTES:
1. FOR THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLANS.
2. STORMWATER DETENTION AREAS ARE NOT THE RESPONSIBILITY OF CITY OF FAIRHOPE TO MAINTAIN.
3. ALL UTILITIES WILL BE CONSTRUCTED UNDERGROUND.
4. THERE IS DEDICATED HEREWITH A 15 FOOT UTILITY EASEMENT ON ALL LOT LINES AND COMMON AREAS ADJACENT TO THE RIGHT-OF-WAYS AND A 5 FOOT UTILITY EASEMENT ON EACH SIDE OF LOT AND COMMON AREA LINES, UNLESS OTHERWISE NOTED.
5. THERE IS DEDICATED HEREWITH A 15 FOOT DRAINAGE EASEMENT ALONG THE REAR LOT LINES OF ALL LOTS (UNLESS SHOWN OTHERWISE) AND A 10 FOOT DRAINAGE EASEMENT ALONG ALL "SIDE LOT LINES (5 FOOT OFF EACH SIDE). NO FENCES OR STRUCTURES SHALL BE PLACED IN DRAINAGE OR UTILITY EASEMENTS.
6. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 15" ABOVE THE HIGHEST GROUND ELEVATION TO FEET OUTSIDE OF BUILDING. SEE THE FAIRHOPE BUILDING DEPARTMENT FOR SPECIFIC REQUIREMENT.
7. ALL ACCESS STREETS TO ADJACENT PROPERTIES THAT ARE NOT CONNECTED AT THE TIME OF THE IMPROVEMENTS SHALL BE POSTED WITH A STOP SIGN BLANK READING "FUTURE THROUGH STREET".
8. A PROPERTY OWNERS' ASSOCIATION (POA) IS REQUIRED TO BE FORMED. THE POA IS REQUIRED TO MAINTAIN ANY AND ALL STORM WATER FACILITIES AND STRUCTURES LOCATED OUTSIDE OF THE PUBLICLY ACCEPTED RIGHT-OF-WAY.

FLOOD STATEMENT
PROPERTY LIES IN FLOOD ZONE "X" AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 0100300444M, COMMUNITY NUMBER 010006, PANEL 0644, SUFFIX "M", DATED APRIL 19, 2019.

GREENSPACE MAINTENANCE
GREENSPACE AREAS AS SHOWN HEREON ARE DEDICATED AS PUBLIC ACCESS AND USE EASEMENT. MAINTENANCE OF GREENSPACE AREAS IS THE SOLE RESPONSIBILITY OF THE HERITAGE COURT PROPERTY OWNERS ASSOCIATION AND NOT THE CITY OF FAIRHOPE.

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

LOT 2, HERMITAGE COURT UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 1092-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

DAVID E. DIEHL AL. P.L.S. NO. 26014 DATE _____

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

HERMITAGE COURT RESUBDIVISION A PLANNED UNIT DEVELOPMENT MODIFICATION A RESUBDIVISION OF LOT 2 HERMITAGE COURT UNIT ONE (SLIDE 1092-A)

BOUNDARY & SUBDIVISION

HERMITAGE COURT HOME OWNERS

S.E. Civil
Engineering & Surveying
890 HOLCOMB BLVD
FAIRHOPE, AL 36532
(251) 996-6566

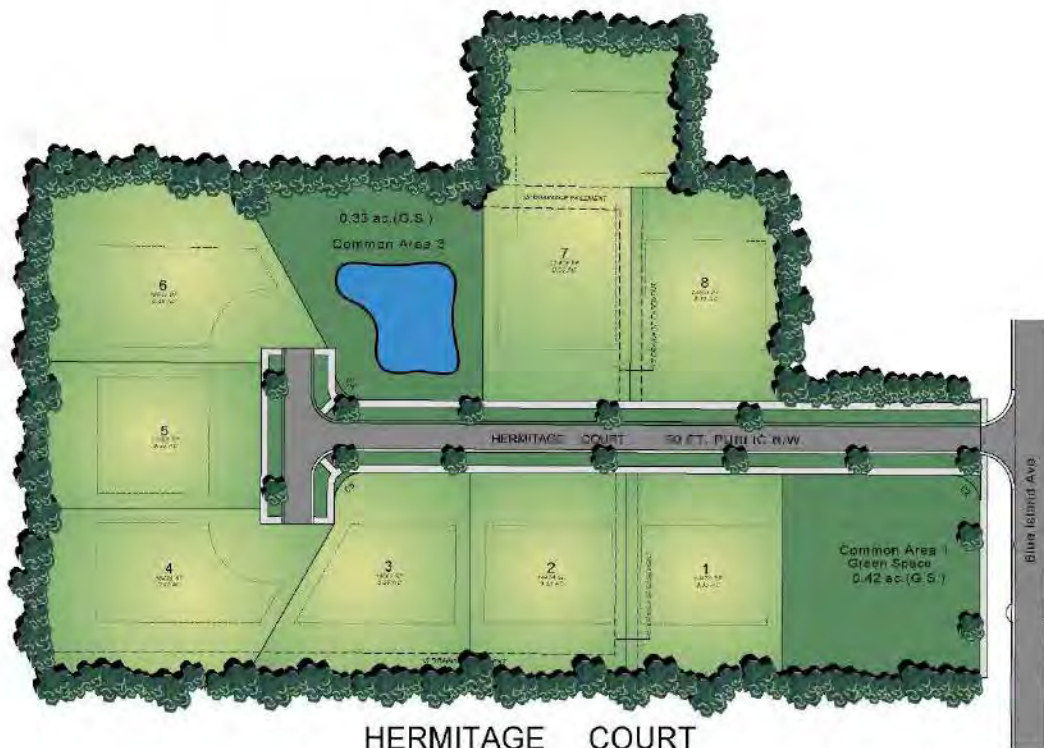
DRAWN	ASC
CHECKED	DED
PROJECT MGR	DED
SCALE	1"=30'
PROJECT	20251456
FILE	20251456-PUD MOD
SHEET	1 OF 1

Master Development Plan



Hermitage Court

A Planned Unit Development

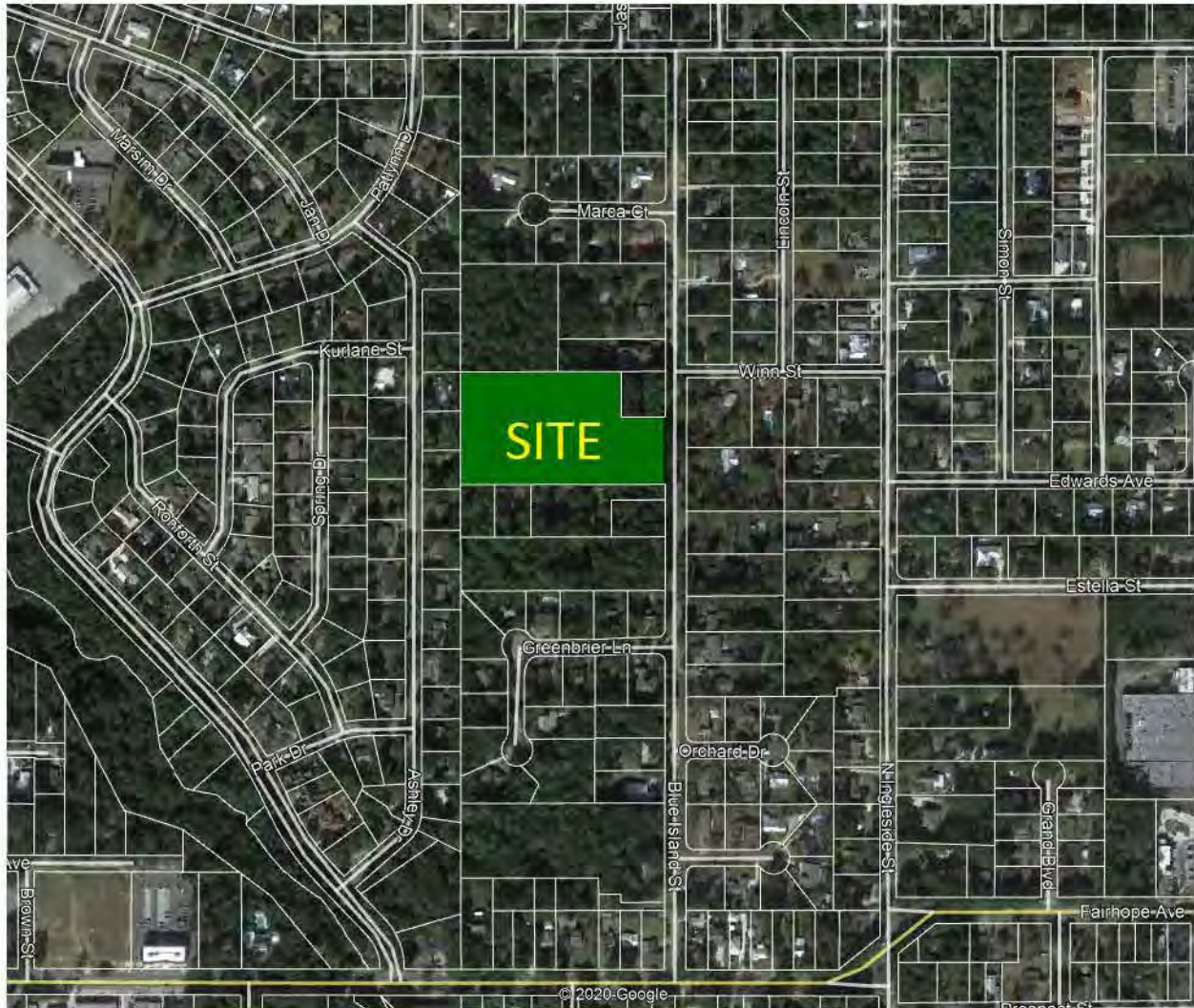


HERMITAGE COURT
Fairhope, Alabama

Developed by:
68V Paydirt, LLC
707 Belrose Avenue
Daphne, AL 36526

EXHIBIT A

Site Map



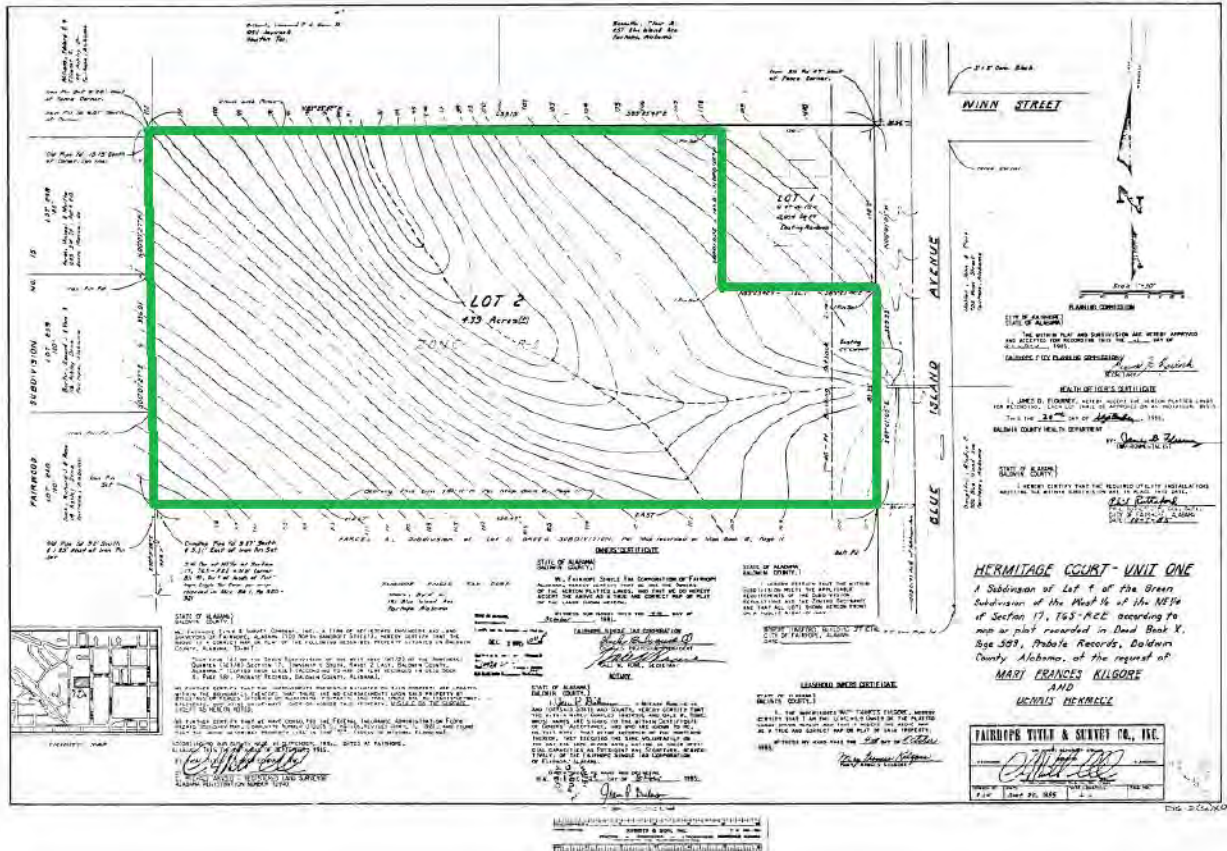
Overall Summary

Hermitage Court is a single- family residential community located on the west side of Blue Island Street and east of Fairwood Subdivision. It consists of 8 Lots on 4.70 Acres for a density of 1.7 units per acre, accessed by a public right of way that is maintained by The City of Fairhope.

Legal Description

This development is a resubdivision of Lot 2, Hermitage Court Unit One, as recorded at Slide 1092-A.

1092A



Ownership/Developer

The property is currently owned by:
FST Blue Island Owners Association Inc.
2700 Highway 280
Birmingham, AL 35223

The property was developed by:
68V Paydirt, LLC
707 Belrose Avenue
Daphne, AL 36526

Neighborhood Character

The lots in Hermitage Court are in keeping with surrounding neighborhoods, which are generally R-1 sized lots. The Fairwood Subdivision along our east margin is zoned R-2, with lot sizes slightly smaller than those within our development, the effect of this being that the lots in Hermitage Court are almost identical to the surrounding neighborhoods.



Zoning Map

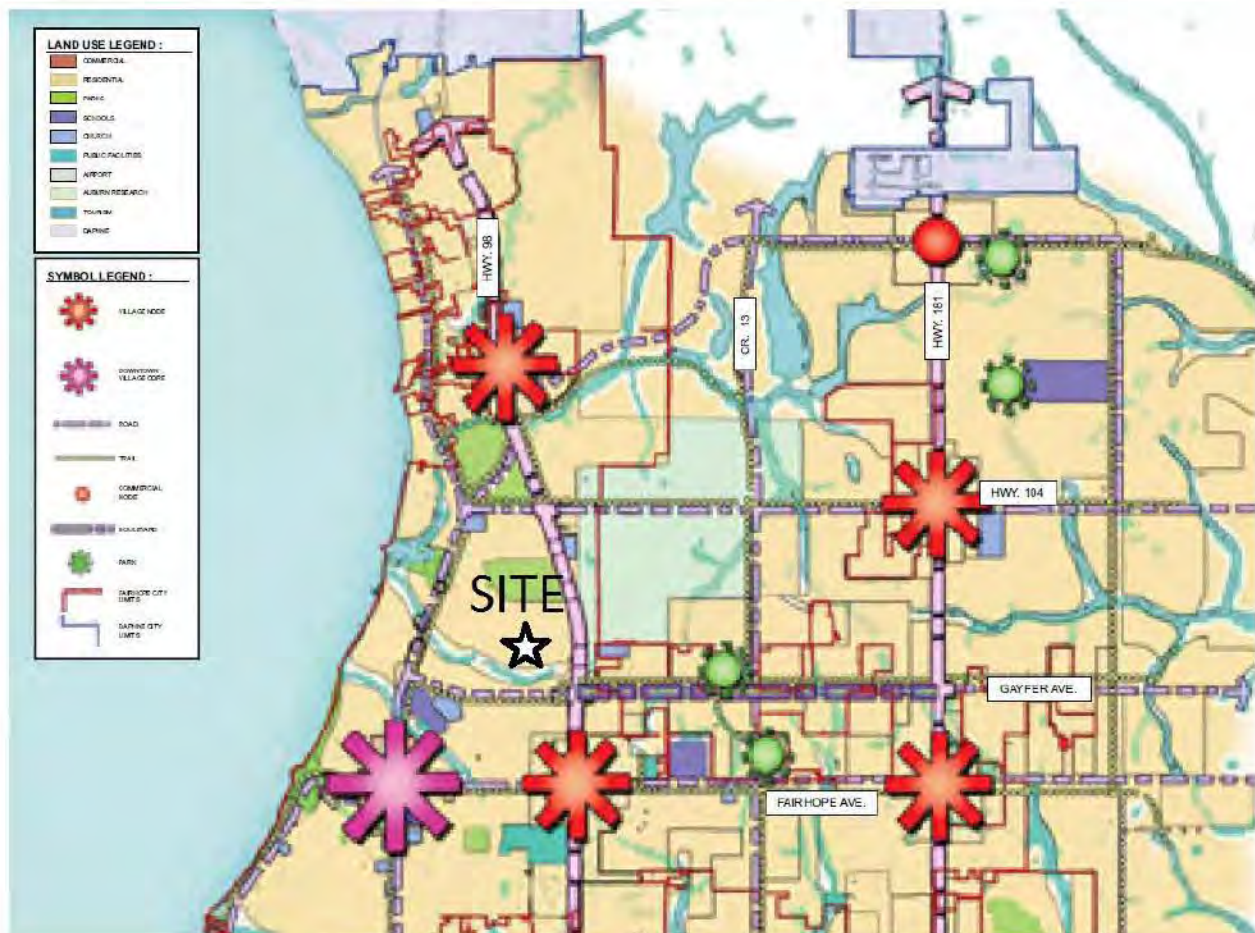
Comparison to Underlying R-1 Zoning

Although generally consistent with R-1 zoning, a few modifications to the R-1 requirements have been approved due to the spatial restrictions of the property:

Summary of Comparisons		
R-1 Zoning vs. PUD		
Requirement	R-1	Existing
Min Lot Width	100'	100'
Min. Lot Area	15,000 sf	14,000 sf
Max. Bldg. Ht.	30'	30'
Setback Front	30'	35'
Setback Rear	40'	35'
Setback Side	10'	10'
Setback Street	20'	20'

Comprehensive Plan

This property and the surrounding properties are recommended for Single Family Residential use by the Comprehensive Plan. Our development is in harmony with this recommendation.



Comprehensive Plan

Home Ownership

Homes are privately owned by individuals with no anticipated leasing. However, should an owner choose to lease their property, a one (1) year minimum lease, in writing, is required. Only residential use is permitted on each property. No commercial activities of any kind whatsoever shall be conducted in any Home, any other building located on a Lot, or any portion of any Lot; provided, however, that (a) an Owner may conduct a business entirely within their Home so long as (i) such business uses only ten percent (10%) of the total square footage of such Home, (ii) such business does not result in parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, (iv) such business shall not violate any applicable zoning ordinances, and (v) such business does not create a nuisance or unreasonably interfere with any other Owner, Home, or Lot; and (b) Builders shall have the right to use a House as a "model home" and to operate a sales office from such model home with the prior written approval of the Architectural Review Committee.

Land Use

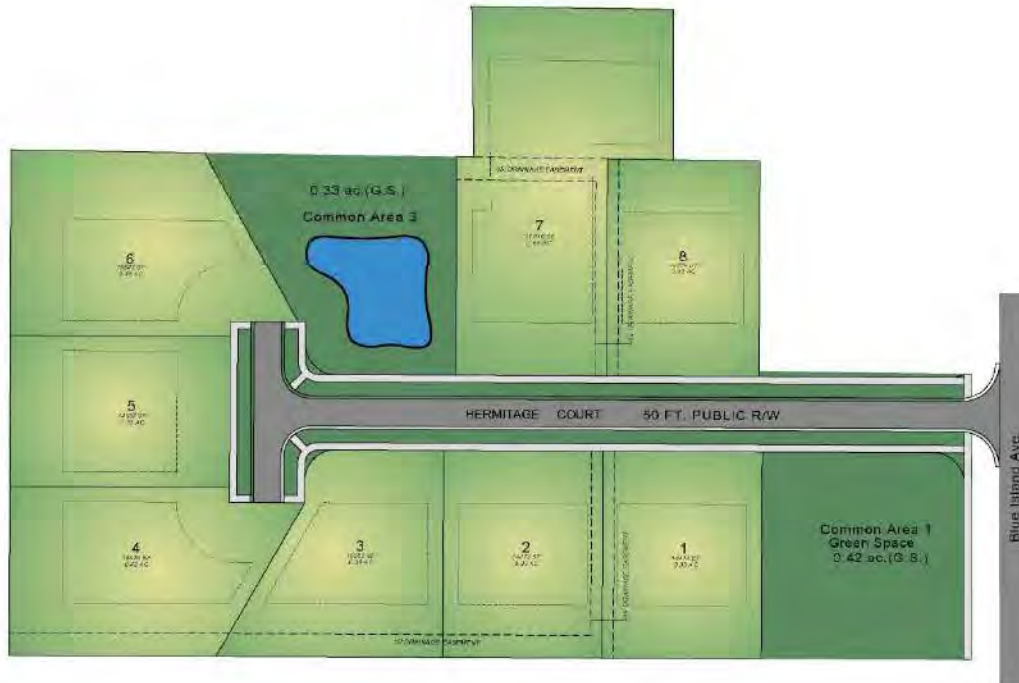
100% of the lots are privately owned. Eight (8) Single Family Residential homes. The two Common Areas will remain private and will be solely for the use and enjoyment of the Hermitage Court residents. Maintenance of the Common Areas shall be the responsibility of the Home Owners Association. Streets are constructed to City Standards and have been dedicated to the City.

Lots

Lots range from 14,474 square feet to 27,816 square feet, for an average of 17,422 square feet. All lots are a minimum of 100 feet wide at the building setback. Building setbacks are 35 feet on front and rear, and 10 feet on the side lot lines. There are no corner lot setbacks on our plan.

Greenspace

The site has 0.76 acres of greenspace, or 17% of total site. This exceeds the 15 % required based on Greenspace Density Calculations as shown on our PUD plan.

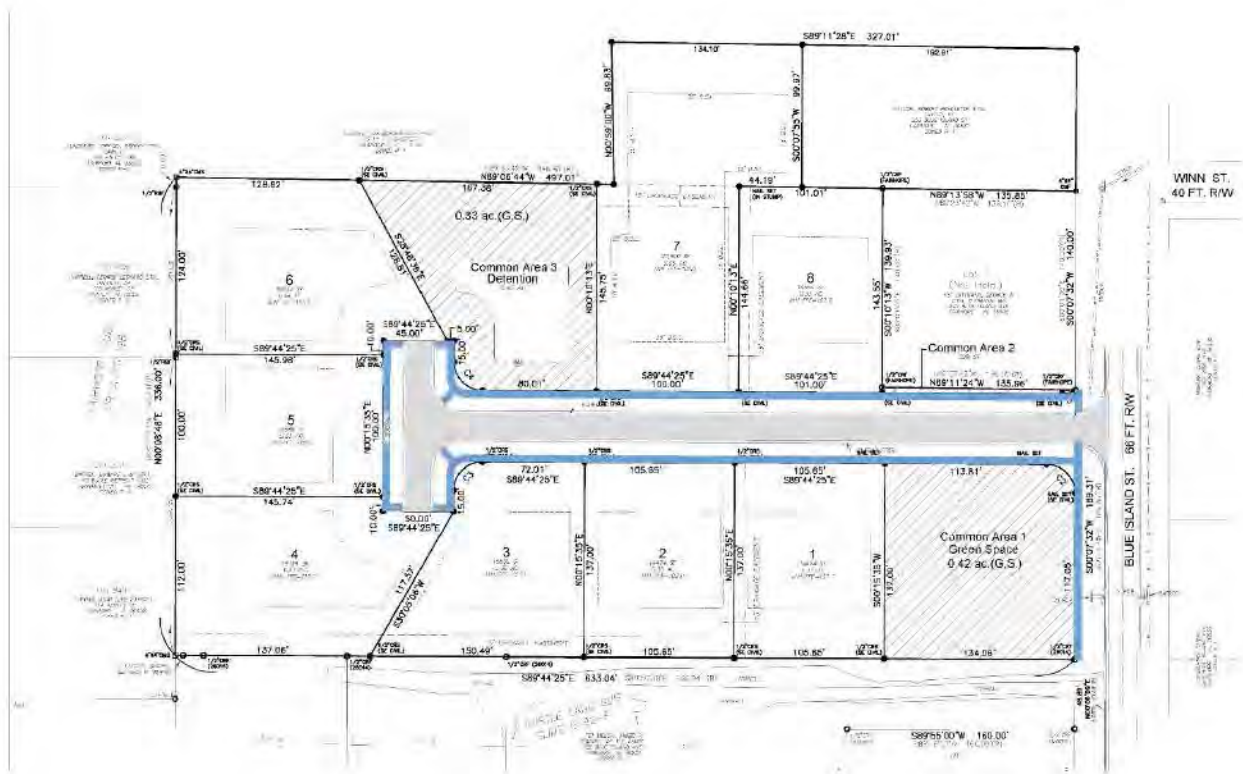


Utilities

Water, Sewer and Electrical service is provided by the City of Fairhope. AT&T will provide telecommunications.

Pedestrian Circulation

Sidewalks are constructed on both sides of streets, running along the front of all lots and common areas, providing full circulation for pedestrians.



Lighting

Streetlights are standard Acorn style lights at 75 foot spacing along sidewalks.

Accessory Structures / Equipment

Accessory structures are permitted as per standard R-1 regulations regarding location, percentage of coverage, and setbacks from property lines. Exterior AC units and generators (if elected) will be screened from street by landscaping.

Fencing

Individual Owners may elect to install fencing. Walls or fences constructed or erected on any Lot shall be of ornamental iron, wood, black painted metal or masonry construction. No wall or fence shall be constructed from the front property line to the rear corners of the House. No fences may be constructed without the prior written approval of the Architectural Control Committee.

Parking

Parking is provided for each residence. A minimum of three (3) spaces are provided for each residence including driveways and garages.

Houses

The maximum building height is 30 feet as per standard City of Fairhope requirements. Maximum lot coverage by principal structure is 40% in keeping with R-1 zoning. Exterior materials consist of brick, hardie board, wood and vinyl eaves. Driveways are concrete with pavers or concrete stamping permitted for detail and enhancement. Minimum house size is 2,400 square feet with a 2-car garage as outlined in the attached covenants.



OWNER
FAIRHOPE SINGLE TAX CORP.
336 FAIRHOPE AVE.
FAIRHOPE AL 36532

LESSEE
FST BLUE ISLAND 2021, LLC
29891 WOODROW LANE, SUITE 300
SPANISH FORT AL 36527

DEVELOPER:
68V PAYDIRT, LLC
29891 WOODROW LANE, SUITE 300
SPANISH FORT AL 36527

PARCEL NO.: 05-46-04-17-1-000-066.501

SITE DATA
CURRENT ZONING: P.U.D. (Ordinance #1699)
LIN. FT. STREETS: 582 LF
NUMBER OF LOTS: 8
MINIMUM LOT: 14,000 SF
SMALLEST LOT: 14,474 SF
LARGEST LOT: 27,816 SF (Lot 7)
AVG LOT: 15,760 SF
COMMON AREAS: 0.86 AC
TOTAL AREA: 4.99 AC

REQUIRED SETBACKS:
FRONT: 35 FEET
REAR: 35 FEET
SIDE: 10 FEET
SIDE STREET: 20 FEET

WATER SERVICE: CITY OF FAIRHOPE
SEWER SERVICE: CITY OF FAIRHOPE
ELECTRIC SERVICE: CITY OF FAIRHOPE
TELEPHONE SERVICE: AT&T

GREEN SPACE DENSITY CALCULATION

4.40	TOTAL GROSS ACRES
-1.08	RIGHT-OF-WAY & DETENTION AREA
3.32	ACRES

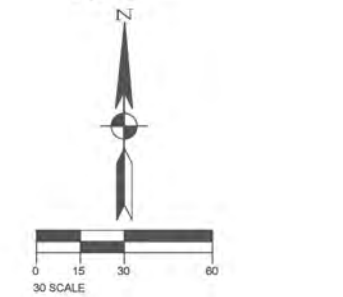
8/3.32 = 2.41 UNITS PER ACRE (G.S. DENSITY)
15% REQUIRED

QUALIFYING GREEN SPACE CALCULATION

0.42	COMMON AREA 1
0.01	COMMON AREA 2
0.33	COMMON AREA 3 (EXCLUDES POND)
0.76	TOTAL ACRES (17% OF TOTAL SITE)



- LEGEND:**
- B.S.L. = BUILDING SETBACK LINE
 - (A & R) = ACTUAL & RECORD BEARING/DISTANCE
 - (R) = RECORD BEARING/DISTANCE
 - CAPPED REBAR SET (SE CIVIL-CA1167LS)
 - CMS = CONCRETE MONUMENT SET
 - CRP = CAPPED REBAR FOUND
 - CTIF = CRIMP TOP IRON FOUND
 - CMF = CONCRETE MONUMENT FOUND
 - DEPF = OPEN END PIPE FOUND
 - CHLN = CHAIN LINK FENCE
 - POST & WIRE FENCE
 - WOOD FENCE
 - OVERHEAD POWER LINE
 - WATER MAIN
 - GAS MAIN
 - FIRE HYDRANT
 - POWER POLE
 - GUY WIRE ANCHOR
 - GAS VALVE



RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
0.00'	9.76'	S76°16'58"W	9.66'
0.00'	31.37'	N44°48'27"W	28.25'
0.00'	31.42'	N45°15'35"E	28.28'
0.00'	31.42'	N44°44'25"W	28.28'

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE (SEWER):
THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 202__.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (WATER):
THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 202__.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (ELECTRIC):
THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 202__.

CERTIFICATE OF APPROVAL BY AT&T (TELEPHONE):
THE UNDERSIGNED, AS AUTHORIZED BY AT&T HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 202__.

SURVEYOR'S NOTES:
1. THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
2. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
3. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
4. SURVEY WAS CONDUCTED ON ____, AND IS RECORDED IN AN ____.
5. BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVELERS, AND ARE BASED ON STATE PLANE GRID, ALABAMA WEST ZONE USING GPS OBSERVATIONS.
6. THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, EFFECTIVE JANUARY 1, 2017.

CERTIFICATE OF OWNERSHIP
WE, FAIRHOPE SINGLE TAX CORPORATION, AN ALABAMA CORPORATION, HEREBY STATE THAT WE ARE THE OWNERS OF THE LANDS DESCRIBED HEREON AND DO HEREBY DEDICATE ALL ROADS, STREETS, ALLEYS AND EASEMENTS SHOWN ON THIS PLAT TO THE PUBLIC.

CERTIFICATE OF NOTARY PUBLIC:
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____, AS PRESIDENT, AND _____, AS SECRETARY, OF FAIRHOPE SINGLE TAX CORPORATION, AN ALABAMA CORPORATION, AS OWNER OF THE LANDS PLATTED HEREON IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, AND AS SUCH LEASEHOLD OWNER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.

CERTIFICATE OF APPROVAL BY E-911 ADDRESSING:
THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY E-911 BOARD, HEREBY APPROVES THE ROAD NAMES AS DEPICTED ON THE WITHIN PLAT AND HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____, 202__.

GREENSPACE MAINTENANCE
GREENSPACE AREAS AS SHOWN HEREON ARE DEDICATED AS PUBLIC ACCESS AND USE EASEMENT. MAINTENANCE OF GREENSPACE AREAS IS THE SOLE RESPONSIBILITY OF THE HERITAGE COURT PROPERTY OWNERS ASSOCIATION AND NOT THE CITY OF FAIRHOPE.

CERTIFICATE OF LEASEHOLD OWNERSHIP
WE, THE UNDERSIGNED, _____, AS PROPRIETOR(S), HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, Laid OUT AND PLATTED TO BE KNOWN AS HERITAGE COURT RESUBDIVISION, BALDWIN COUNTY, ALABAMA, AND THAT THE STREETS AND EASEMENTS, AS SHOWN ON SAID PLAT, ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

CERTIFICATE OF NOTARY PUBLIC:
I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____, AS PRESIDENT, AND _____, AS SECRETARY, OF FAIRHOPE SINGLE TAX CORPORATION, AN ALABAMA CORPORATION, AS OWNER OF THE LANDS PLATTED HEREON IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, AND AS SUCH LEASEHOLD OWNER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY.

FLOOD STATEMENT
PROPERTY LIES IN FLOOD ZONE "X" AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 0100300644M, COMMUNITY NUMBER 010006, PANEL 0644, SUFFIX "M", DATED APRIL 19, 2019.

ENGINEER'S CERTIFICATE
I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, HOLDING CERTIFICATE NUMBER _____, HEREBY CERTIFY THAT I HAVE DESIGNED THE WITHIN IMPROVEMENTS IN CONFORMITY WITH APPLICABLE CODES AND LAWS AND WITH THE PRINCIPALS OF GOOD ENGINEERING PRACTICE. I FURTHER CERTIFY THAT I HAVE OBSERVED THE CONSTRUCTION OF THE WITHIN IMPROVEMENTS, THAT THE SAME CONFORMS TO MY DESIGN, THAT THE WITHIN IS A TRUE AND ACCURATE REPRESENTATION OF IMPROVEMENTS AS INSTALLED AND THAT SAID IMPROVEMENTS ARE HEREBY RECOMMENDED FOR ACCEPTANCE BY THE CITY OF FAIRHOPE, ALABAMA.

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING DIRECTOR
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING COMMISSION OF FAIRHOPE, ALABAMA, AND IS APPROVED BY SUCH COMMISSION.
THE CITY OF FAIRHOPE PLANNING COMMISSION
BY: _____ DATE: _____

GENERAL NOTES:
1. FOR THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLANS.
2. STORMWATER DETENTION AREAS ARE NOT THE RESPONSIBILITY OF CITY OF FAIRHOPE TO MAINTAIN.
3. ALL UTILITIES WILL BE CONSTRUCTED UNDERGROUND.
4. THERE IS DEDICATED HEREWITH A 10 FOOT UTILITY EASEMENT ON ALL LOT LINES AND COMMON AREAS ADJACENT TO THE RIGHT-OF-WAYS AND A 5 FOOT UTILITY EASEMENT ON EACH SIDE OF LOT AND COMMON AREA LINES, UNLESS OTHERWISE NOTED.
5. THERE IS DEDICATED HEREWITH A 15 FOOT DRAINAGE EASEMENT ALONG THE REAR LOT LINES OF ALL LOTS (UNLESS SHOWN OTHERWISE) AND A 10 FOOT DRAINAGE EASEMENT ALONG ALL SIDE LOT LINES (5 FOOT OFF EACH SIDE). NO FENCES OR STRUCTURES SHALL BE PLACED IN DRAINAGE OR UTILITY EASEMENTS.
6. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 15" ABOVE THE HIGHEST GROUND ELEVATION 10 FEET OUTSIDE OF BUILDING. SEE THE FAIRHOPE BUILDING DEPARTMENT FOR SPECIFIC REQUIREMENT.
7. ALL ACCESS STREETS TO ADJACENT PROPERTIES THAT ARE NOT CONNECTED AT THE TIME OF THE IMPROVEMENTS SHALL BE POSTED WITH A STOP SIGN BLANK READING "FUTURE THROUGH STREET".
8. A PROPERTY OWNERS' ASSOCIATION (POA) IS REQUIRED TO BE FORMED. THE POA IS REQUIRED TO MAINTAIN ANY AND ALL STORM WATER FACILITIES AND STRUCTURES LOCATED OUTSIDE OF THE PUBLICLY ACCEPTED RIGHT-OF-WAY.

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

LOT 2, HERMITAGE COURT UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 1092-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

DAVID E DIEHL AL. P.L.S. NO. 26014 DATE _____
SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

HERMITAGE COURT RESUBDIVISION A PLANNED UNIT DEVELOPMENT MODIFICATION A RESUBDIVISION OF LOT 2 HERMITAGE COURT UNIT ONE (SLIDE 1092-A)

BOUNDARY & SUBDIVISION
HERMITAGE COURT
HOME OWNERS



DRAWN	ASC
CHKD.	DSD
PROJ MGR	DED
SCALE	1"=30'
PROJECT	20251456
FILE	20251456-PUD MOD
SHEET	1 OF 1



January 27, 2025

**Hunter Simmons
City of Fairhope
451 Pecan Ave Suite 200
Fairhope, Alabama 36532**

Re: Hermitage Court PUD Modification – Request for Rezoning & Planned Unit Development Modification

Dear Hunter:

Attached please find the submittal package for the above referenced project. The project is located at the NW intersection of Blue Island Avenue and Hermitage Court. We are requesting rezoning to Planned Unit Development Modification. The following items are being submitted with this application:

1. Zoning Application
2. Agent Authorization for all lots
3. Record Deed of Subject Property
4. Certification of APO's
5. Adjacent Property Owners within 300'
6. PUD Modification Site Plan
7. Replat of Lot 7
8. Aerial Overlay
9. Check for Rezoning \$1,000.00
10. Thumb Drive with all above documentation.

If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Collins", is written over the word "Sincerely,".

Aaron Collins
Planning Director

RESOLUTION NO. 2025-03

**A RESOLUTION OF THE PLANNING
COMMISSION OF THE CITY OF FAIRHOPE,
ALABAMA, TO PROTECT THE HEALTH, SAFETY
AND GENERAL WELFARE OF THE PEOPLE
RELATING TO THE SUBDIVISION
REGULATIONS, RECOGNIZING THE TEMPORARY SUSPENSION OF
CONSIDERATION OF CERTAIN RESIDENTIAL MULTIPLE OCCUPANCY
PROJECT AND SUBDIVISION APPLICATIONS IN THE
CITY OF FAIRHOPE AND FOR OTHER PURPOSES**

WHEREAS the City Council of the City of Fairhope, Alabama has adopted Ordinance No. 1823 (the “Ordinance”) establishing a temporary suspension of consideration of certain residential multiple occupancy project and subdivision applications by staff and the Planning Commission inside the City of Fairhope for a period of nine (9) months (the “Suspension”); and

WHEREAS the Planning Commission finds that the Ordinance and the Suspension are proper and are in the best interests of the health, safety and general welfare of residents in the City of Fairhope.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF FAIRHOPE, ALABAMA, AS FOLLOWS:

- Section 1. The Ordinance and the Suspension are hereby adopted, ratified, confirmed and approved the same as if the exact terms and conditions of the Ordinance were set forth herein.
- Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-exemption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

Ordinance No. 1823
Suspension – Subdivision Applications
Page -2-

ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF FAIRHOPE,
ALABAMA AT A REGULAR MEETING THEREOF ON THE 6TH DAY OF
MARCH, 2025.

Lee Turner, Chairman