

COMMITTEE OF THE WHOLE AGENDA

I. ROLL CALL

II. CONSIDERATION OF PREVIOUS MINUTES

1. [Regular Council Meeting 07/18/17](#)
2. [Committee of the Whole 07/18/17](#)

III. PUBLIC COMMENTS/AGENDA ITEMS

IV. Unfinished Business

Miscellaneous

Resolutions

Ordinances

V. New Business

Miscellaneous

1. [Discussion on recommendations for revision to the Flood Damage Prevention Ordinance to incorporate data shown on Preliminary Flood Insurance Rate Maps. \(LS\)](#)

Resolutions

1. [Resolution declaring air rifle equipment and gear owned by the City of Orange Beach as surplus and unneeded and authorizing the donation of said property to American Legion Post 44, Gulf Shores. \(CL\)](#)

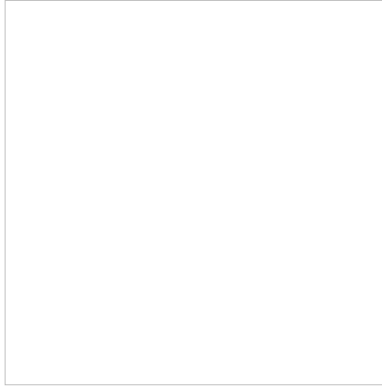
Ordinances

1. [Ordinance amending Chapter 50, Article III, Section 50-70 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Business License - Penalties and Interest." \(BF\)](#)
2. [Ordinance amending Chapter 50, Article IV, Division 2 of the Code of Ordinances for the City of Orange Beach, Alabama, entitled "Sales Tax" to require filing and payment of taxes online. \(FH\)](#)
3. [Ordinance approving the petition for annexation of the Holmes Property into the City of Orange Beach, Alabama. \(KA\)](#)

VI. Public Comments/Community Discussion

VII. Adjourn

FOR CURRENT INFORMATION REGARDING TIMES AND DATE OF MEETINGS OF THE COUNCIL AND
COMMITTEE OF THE WHOLE, CALL 980-INFO (980-4636) FOR A RECORDED MESSAGE
or **VISIT OUR WEB SITE AT** www.cityoforangebeach.com



Description of Topic:

Action

Options/Recommendation:

**Source of Funding (if
applicable) :**

<u>ATTACHMENTS:</u>
No Attachments Available

**MINUTES OF
REGULAR COUNCIL MEETING
ORANGE BEACH CITY COUNCIL
JULY 18, 2017 – 5:00 P.M.
CITY HALL – COUNCIL CHAMBERS**

I. CALL TO ORDER Mayor Tony Kennon called the meeting to order at 5:00 P.M.

II. INVOCATION Pastor Kim Vanbrimmer, Orange Beach Presbyterian Church

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

Present: Councilmember Jeff Silvers
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

Absent: Councilmember Jerry Johnson

There being a quorum present, the meeting was opened for the transaction of business.

V. CONSIDERATION OF AGENDA: Motion made (Silvers/Johnson) to approve the agenda as written. Vote unanimous in favor.

VI. CONSIDERATION OF PREVIOUS MINUTES

Regular Council Meeting 06/20/17
Committee of the Whole 06/20/17

The reading was waived and Minutes were approved as written.

VII. REPORTS OF OFFICERS/COMMITTEES

A. City Administrator – Ken Grimes

Mr. Grimes announced that the Cotton Bayou Boat Launch is now open.

B. Director, Public Works – Tim Tucker No report.

C. Engineering – Kit Alexander No report.

D. Chief, Police Department – Joe Fierro No report.

E. Chief, Fire Department – Justin Pearce

Chief Pearce recognized the recent promotions of Captain David Gant, Battalion Chief Jon Ed Wells, and Battalion Chief Kevin Lanford.

F. City Clerk – Cathy Constantino No report.

G. Director, Finance – Ford Handley Report attached.

H. Parks & Recreation No report.

I. Director, Utilities – Jeff Hartley No report.

J. Librarian, Public Library – Steven Gillis No report.

K. Director, Municipal Court – Renee Hobbs No report.

L. I. T. Director – Rauf Bolden No report.

M. Mayor/Council No report.

VIII. AUDITING OF ACCOUNTS

Motion made (Mitchell/Boyd) to certify that cash requirements with no related interests are within budget and appropriate for payment. Vote revealed: Silvers, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (5-0).**

Motion made (Mitchell/Boyd) to certify that cash requirements with related interests in Swift Supply are within budget and appropriate for payment. Vote revealed: Silvers, abstain; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (4-0-1).**

IX. PRESENTATIONS

X. RECOGNITIONS

XI. UNFINISHED BUSINESS

Resolutions

1. Resolution approving a Conditional Use Permit for Dollar General #5705 to be located at 4225 Orange Beach Boulevard (Case No. 0105-CU-17). **Motion made (Silvers/Boyd) to adopt the resolution.** Discussion followed. Councilmembers all appreciated the new updated coastal design, but some councilmembers noted their continued concerns regarding traffic and noise. In light of the Council's concerns, Bob Broadway, representing the applicant, pulled the conditional use permit request.

XII. NEW BUSINESS

Miscellaneous

1. ADDITION: Approval of a Retail Beer (On or Off Premises) and Retail Table Wine (On or Off Premises) Liquor License Application by BayMed, LLC, for Red or White at the Wharf, 4851 Wharf Parkway, Space D128. **Motion made (Silvers/Mitchell) to approve the liquor license.** Vote unanimous in favor.

Resolutions

1. Resolution adopting the provisions of Act 2017-367 and appropriating funds to cover the cost of a one-time lump sum payment to eligible retirees and beneficiaries through the State of Alabama Employees' Retirement System. **Motion made (Boyd) to adopt the resolution.** Motion died for lack of a second.
2. Resolution reappointing Suzanne Laurier to the Library Board. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
3. Resolution authorizing the execution of a Purchasing Program Agreement with Staples Contract & Commercial, Inc. **Motion made (Blalock/Boyd) to adopt the resolution.** Vote unanimous in favor.
4. Resolution declaring fire truck as surplus and authorizing the execution of a brokerage agreement with Brindlee Mountain Fire Apparatus, L.L.C. **Motion made (Silvers/Mitchell) to adopt the resolution.** Vote unanimous in favor.
5. Resolution awarding the bid for Sportsplex Ball Field Improvements to Bay South Limited, Inc., in an amount not to exceed \$610,178.00. **Motion made (Silvers/Blalock) to adopt the resolution.** Vote unanimous in favor.

Ordinances

1. First Reading – Ordinance amending Chapter 54 of the Code of Ordinances for the City of Orange Beach to add a new Article IV to prohibit the operation of unmanned aerial vehicles ("drones"). **Motion made (Blalock/Silvers) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (5-0).** **Motion made (Blalock/Silvers) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (5-0).**
2. ADDITION: First Reading – Ordinance granting a nonexclusive franchise to Lyft, Inc., to provide transportation services in the City of Orange Beach and authorizing the execution of a franchise agreement. **Motion made (Boyd/Mitchell) for unanimous consent to suspend the rules to allow for immediate consideration of this ordinance.** Roll call vote revealed: Silvers, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (5-0).** **Motion made (Mitchell/Boyd) to adopt the ordinance.** Roll call vote revealed: Silvers, aye; Mitchell, aye; Blalock, aye; Boyd, aye; Kennon, aye. **Passed. (5-0).**

XIII. PUBLIC COMMENTS

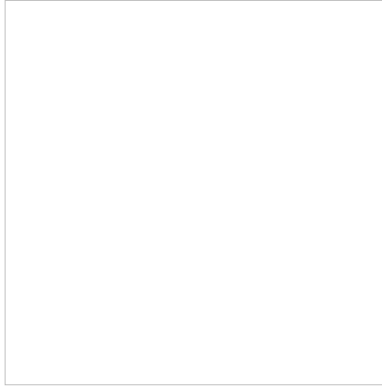
XIV. ADJOURN

There being no further business to come before the council, motion made (Mitchell/Blalock) to adjourn. Vote unanimous in favor.

Time: 5:41 P.M.

APPROVED this the 15th day of August, 2017.

Renee Eberly
City Clerk



Description of Topic:

Action

Options/Recommendation:

**Source of Funding (if
applicable) :**

ATTACHMENTS:
No Attachments Available

**MINUTES OF
COMMITTEE OF THE WHOLE MEETING
ORANGE BEACH CITY COUNCIL
JULY 18, 2017 – 5:41 P.M.
CITY HALL – COUNCIL CHAMBERS**

The Orange Beach City Council met to review potential items for the August 1, 2017, agenda.

The following members were present:

Councilmember Jeff Silvers
Councilmember Annette Mitchell
Councilmember Joni Blalock
Councilmember Jeff Boyd
Mayor Tony Kennon

The following members were absent:

Councilmember Jerry Johnson

The following items were discussed:

1. Rescheduling the August 1, 2017, Council and Committee of the Whole Meetings from 5:00 P.M. to 4:00 P.M.
2. Resolution awarding the bid for Art Center Site Improvements.
3. Resolution declaring property located at 23015 Perdido Beach Blvd. as a public nuisance and further authorizing the city to take appropriate action to abate said nuisance.
4. Resolution declaring property located at 5636 Louisiana Street as a public nuisance and further authorizing the city to take appropriate action to abate said nuisance. This issue has been resolved.
5. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0603-ZT-17, Section 10.02 - Architectural Restrictions, Metal Siding on Commercial Buildings. Public hearing set for August 15, 2017, at 5:00 P.M.
6. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0605-ZT-17, Section 5.04 - Temporary Storage Containers. Public hearing set for August 15, 2017, at 5:00 P.M.
7. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0702-PUD-17, Phoenix Orange Beach II PUD Preliminary and Final PUD Approval. Public hearing set for August 15, 2017, at 5:00 P.M.
8. Set a public hearing date for an ordinance amending Ordinance No. 172, the Zoning Ordinance, Case No. 0703-PUD-17, Greenway Apartments at Orange Beach PUD Preliminary PUD Approval. Public hearing set for August 15, 2017, at 5:00 P.M.
9. **Motion made (Boyd/Blalock) to enter into Executive Session to discuss (1) threatened and pending litigation, (2) economic development, and (3) real estate.** The City Attorney advised the Council that a declaration was required by the Open Meetings Act for an Executive Session; therefore, she stated for the record that she was duly qualified and had the personal knowledge to provide the requisite declaration for the stated purposes of the Executive Session authorized by the Act. Vote unanimous in favor to enter into executive session.

Time in: 6:08 P.M.

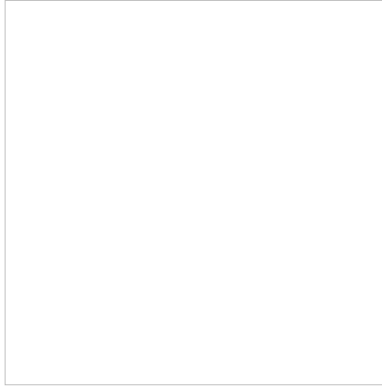
The meeting reconvened at 7:00 P.M.

There being no further business, the meeting adjourned.

Time: 7:00 P.M.

APPROVED this 15th day of August, 2017.

Renee Eberly
City Clerk



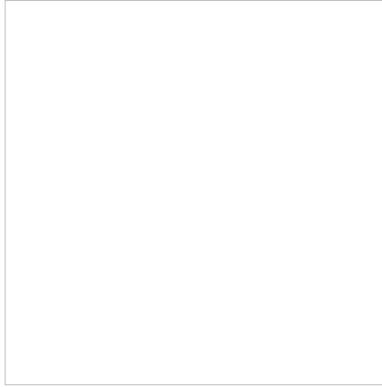
Description of Topic:

Action

Options/Recommendation:

**Source of Funding (if
applicable) :**

ATTACHMENTS:
No Attachments Available



Description of Topic:

Action

Options/Recommendation:

**Source of Funding (if
applicable) :**

<u>ATTACHMENTS:</u>
No Attachments Available

RESOLUTION NO. 17-xxx

**A RESOLUTION DECLARING AIR RIFLE EQUIPMENT AND GEAR
OWNED BY THE CITY OF ORANGE BEACH AS SURPLUS AND UNNEEDED
AND AUTHORIZING THE DONATION OF SAID PROPERTY TO
AMERICAN LEGION POST 44, GULF SHORES**

FINDINGS:

1. That the following personal property owned by the City of Orange Beach, Alabama, is no longer needed for public or municipal purposes:

DEPARTMENT	ITEM DESCRIPTION	QTY
PARKS & REC	AVANTI MODEL 888 COMPETITION AIR RIFLES	8
	AVANTI MODEL 499 COMPETITION BB GUNS	5
	CO ² FILL STATION	1
	ASSORTED SPARE PARTS AND ACCESSORIES	LOT

2. Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.
3. The City of Orange Beach has received a request from American Legion Post 44 located in Gulf Shores for assistance in developing a Junior Air Rifle Shooting Program.
4. Orange Beach City Council has determined that donating the above listed air rifle equipment and gear serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the aforementioned personal property owned by the City of Orange Beach, Alabama, is not needed for public or municipal purposes;
2. That the Mayor and City Clerk are hereby authorized to execute the documents necessary to donate and convey the above listed air rifle equipment and gear to the American Legion Post 44 located in Gulf Shores on behalf of the City of Orange Beach, Alabama; and
3. That this Resolution shall become effective upon its adoption.

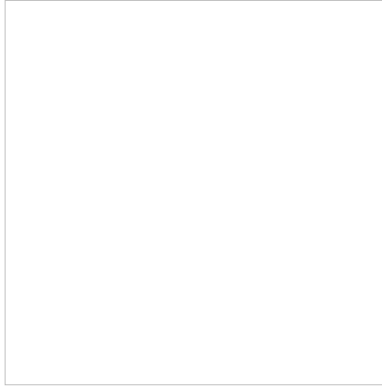
ADOPTED THIS 15th DAY OF AUGUST, 2017.

Renee Eberly
City Clerk

C E R T I F I C A T E

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 17-xxx, which was duly and legally adopted at a regular meeting of the City Council on August 15, 2017.

City Clerk



Description of Topic:

Action

Options/Recommendation:

**Source of Funding (if
applicable) :**

<u>ATTACHMENTS:</u>
No Attachments Available

ORDINANCE NO. 2017-xxxx

**AN ORDINANCE AMENDING CHAPTER 50, ARTICLE III, SECTION 50-70 OF THE
CODE OF ORDINANCES FOR THE CITY OF ORANGE BEACH, ALABAMA,
ENTITLED “BUSINESS LICENSE CODE – PENALTIES AND INTEREST”**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That Chapter 50, Article III, Section 50-70 of the Code of Code of Ordinances for the City of Orange Beach is hereby amended as follows:

ARTICLE III. - Business License Code

Sec. 50-70. - Penalties and interest.

- (a) All licenses not paid within 30 days from the date they fall due shall be increased by 15 percent for the first 30 days they shall be delinquent, or fraction thereof, and shall be measured by an additional 15 percent for a delinquency of 60 or more days, but this provision shall not be deemed to authorize the delay of 30 days in the payment of the license due, which may be enforced at once.
- (b) In the case of persons who began business on or after the first day of the calendar year, the license for such "new business" shall be increased by 15 percent for the first 15 days they shall be delinquent, and shall be measured by an additional 15 percent for a delinquency of 45 days or more.
- (c) ~~All delinquent accounts (both license taxes and penalties) shall also be charged simple interest at the rate of one percent per month.~~
- (d) Notwithstanding the foregoing, no fine or penalty under this section shall be assessed, or if assessed, shall be waived, if reasonable cause exists. "Reasonable cause" shall mean: The death or major illness of or an accident involving a sole proprietor causing serious bodily injury that in either case resulted in the sole proprietor being unable to purchase the license or operate his or her business during the ten days preceding the due date for the license; natural disaster, fire, explosion, or accident that caused the closing or temporary cessation of the business of the taxpayer during the ten days preceding the due date for the license; or reliance on the erroneous advice of an employee or agent of the revenue department of the taxing jurisdiction or its designee given in writing or by electronic mail.
2. That this Ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED THIS 15th DAY OF AUGUST, 2017.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies
that the foregoing ORDINANCE 2017-xxxx
was posted on _____ in the following three
(3) public places:
Orange Beach City Hall _____
Orange Beach Post Office _____
Orange Beach Public Library _____

Renee Eberly, City Clerk

Bill Fetner, Asst. Finance Director

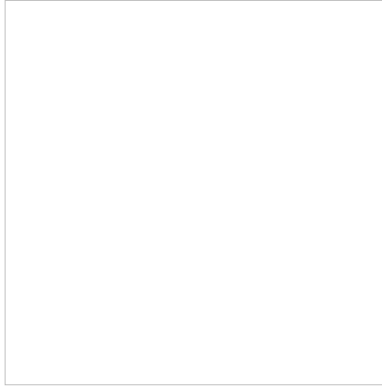
From: Robbins, Wanda <Wanda.Robbins@revenue.alabama.gov>
Sent: Thursday, June 22, 2017 9:55 AM
To: BFETNER@CITYOFORANGEBEACH.COM
Subject: Act 2017-415 - Interest Rates & Licenses

To: County and Municipal Governments:

Subject: Act 2017-415 Relating to County and Municipal Allowable Interest Rate and Municipal Delivery Licenses and Issuance Fees

Act 2017-415 (http://revenue.alabama.gov/salestax/Act_2017-415.pdf), effective August 1, 2017, amends §11-3-11.3 and §11-51-208, removing the option for counties and municipalities to charge interest at the rate of one percent (1%) per month. The applicable interest rate to be charged by or due from the county/municipality shall be determined pursuant to §40-1-44, which links interest to the underpayment rate established quarterly by the United States Secretary of the Treasury under the authority of 26 U.S.C. §6621. The current quarterly interest rate is 4% APR (<http://revenue.alabama.gov/salestax/interest.cfm>).

The act also amends §11-51-194 regarding delivery licenses and issuance fees.



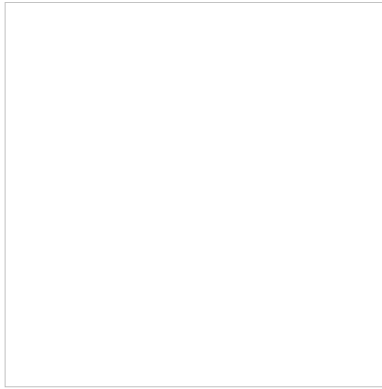
Description of Topic:

Action

Options/Recommendation:

**Source of Funding (if
applicable) :**

ATTACHMENTS:
No Attachments Available



Description of Topic:

Action

Options/Recommendation:

**Source of Funding (if
applicable) :**

<u>ATTACHMENTS:</u>
No Attachments Available

ORDINANCE NO. 2017-xxxx

**AN ORDINANCE APPROVING THE PETITION FOR ANNEXATION
OF THE HOLMES PROPERTY INTO
THE CITY OF ORANGE BEACH, ALABAMA**

FINDINGS:

1. On July 26, 2017, Broox G. Holmes, being the owner of all the real property hereinafter described, did file with the City Clerk a petition (Exhibit A) requesting that the said tract(s) or parcel(s) of land be annexed into and become a part of the City of Orange Beach, Alabama.
2. Said petition contained the signatures of all the owners of the described property and a map of said property showing its relationship to the corporate limits of the City of Orange Beach.
3. Orange Beach City Council has determined that it is in the public interest that said property be annexed into the City of Orange Beach, and the Council has further determined that all legal requirements for annexing said real property have been met pursuant to §11-42-20 through §11-42-24, *Code of Alabama, 1975*.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the City Council of the City of Orange Beach, Alabama, finds and declares as the legislative body of the City that it is the best interests of the citizens of the City and the owner(s) of the affected area to bring the territory described in Section 2 below of this ordinance into the City of Orange Beach, Alabama;
2. That the boundary lines of the City of Orange Beach, Alabama, be hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Orange Beach, Alabama, and in addition thereto the following described territory and map (Exhibit B), to wit:

The West Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 23, Township 8 South, Range 4 East, Baldwin County, Alabama, LESS AND EXCEPT any portion which lies within the right of way of a public road.

3. That this Ordinance shall be published as required by law, and a certified copy of the same, together with a certified copy of the petition by the property owner(s), and the map showing the affected area shall be filed with the Probate Judge of Baldwin County, Alabama.
4. That the territory described in this Ordinance shall become a part of the corporate limits of the City of Orange Beach, Alabama, upon publication of this ordinance as set out in Section 3 above.

ADOPTED THIS 15th DAY OF AUGUST, 2017.

Renee Eberly
City Clerk

The City Clerk of the City of Orange Beach, Alabama hereby certifies that the foregoing **ORDINANCE 2017-xxxx** was posted on _____ in the following three

(3) public places:

Orange Beach City Hall _____

Orange Beach Post Office _____

Orange Beach Public Library _____

Renee Eberly, City Clerk

TO THE CITY OF ORANGE BEACH, ALABAMA

We, the undersigned, constituting all of the owners of all of the hereinafter described real property, do hereby execute and file with the City Clerk this written petition asking and requesting that our property be annexed into the City of Orange Beach, under authority of *Alabama Code* sections 11-42-20 through 11-42-24 (1975).

Legal Description:

The West Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 23, Township 8 South, Range 4 East, Baldwin County, Alabama, LESS AND EXCEPT any portion which lies within the right of way of a public road.

We further certify that said property is contiguous to the City of Orange Beach and that none of the property lies within the corporate limits of another municipality. A map of said property is hereto attached.

We do hereby request that the City Council and the City Clerk give such notice, hold such hearings and adopt such ordinances and do all such things or acts as is required by law so that the corporate limits of the City of Orange Beach shall be rearranged so as to include such territory. ** Contingent upon PUD approval.*

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 26th day of July, 2017

Brook G. Holmes

Property Owner Signature

BROOK G. HOLMES

Property Owner Printed Name

Mailing Address:

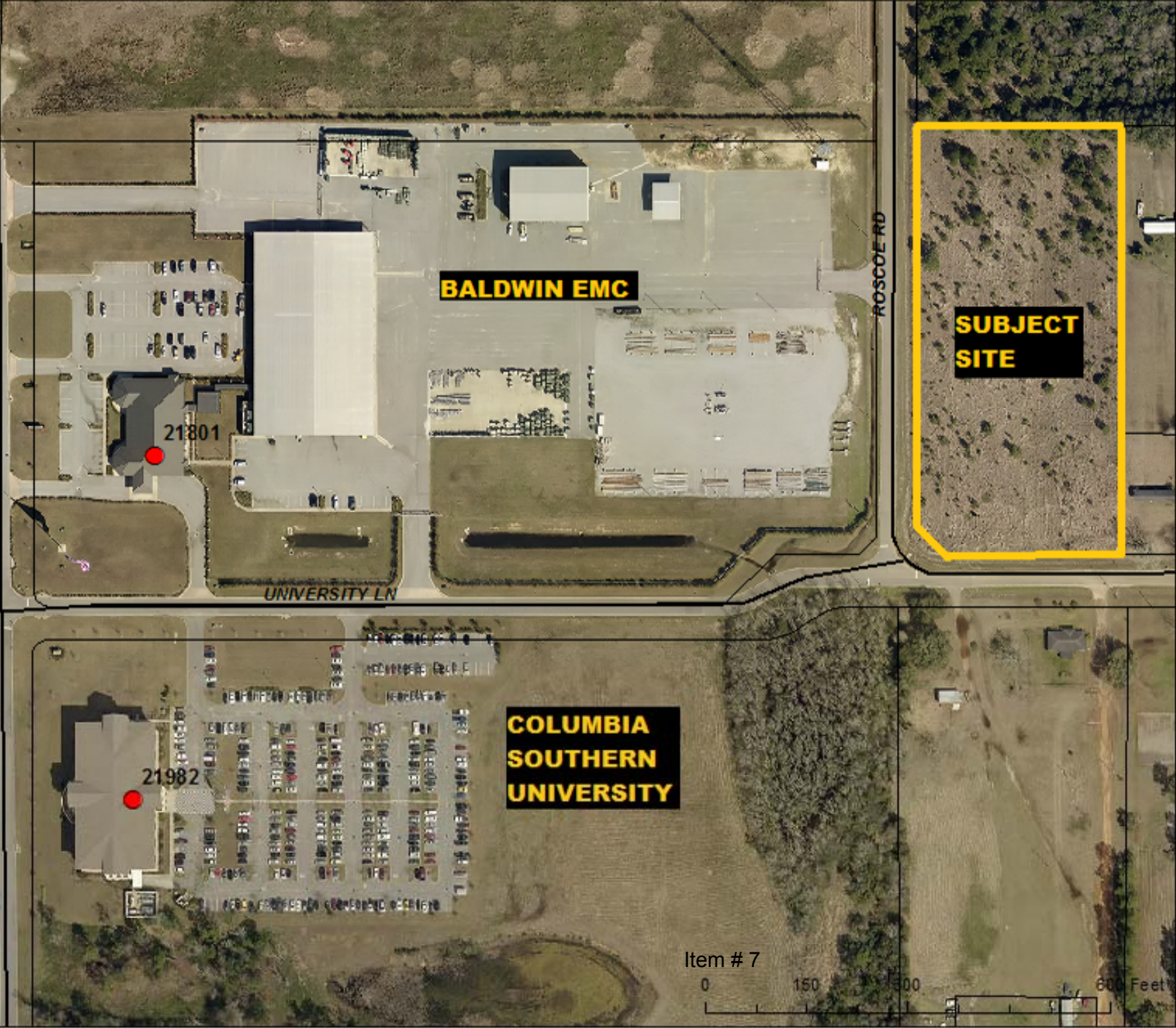
P.O. Box 290

MOBILE, AL

36601

Email: bgh308@aol.com

Telephone: 251-405-1308



BALDWIN EMC

**SUBJECT
SITE**

21801

UNIVERSITY LN

ROSCOE RD

COMMERCE PARK DR

**COLUMBIA
SOUTHERN
UNIVERSITY**

21982

Item # 7





Baldwin County Revenue Commissioner

Property Appraisal Link

BALDWIN COUNTY, AL

Current Date 6/ 2/2017

Tax Year 2017

Valuation Date October 1, 2016

OWNER INFORMATION

PARCEL 61-06-23-0-000-017.000 **PPIN** 065809 **TAX DIST** 02
NAME HOLMES, BROOX G ETAL HOLMES, WM C JR; JS
ADDRESS P O BOX 290
 MOBILE AL 36601
DEED TYPE RP **BOOK** 0379 **PAGE** 0001905
PREVIOUS OWNER HOLMES, BROOX G, WM C JR & J S
LAST DEED DATE 2/ 7/1990

DESCRIPTION

580' X 310' IRR FM NW COR OF SW1/4 OF NW1/4 OF SW1/4 SEC 23
 RUN E 30' TO POB TH S 580', TH SE 70.7', TH E 275'(X), TH N
 620'(S), TH W 310'(S) TO POB LYING IN NW1/4 OF SW1/4 SEC 23-
 T8S-R4E

PROPERTY INFORMATION

PROPERTY ADDRESS ROSCOE RD
NEIGHBORHOOD FOLEYSO
PROPERTY CLASS **SUB CLASS**
LOT BLOCK
SECTION/TOWNSHIP/RANGE 00-00 -00
LOT DIMENSION **ZONING**

PROPERTY VALUES

LAND: 70200 **CLASS 1:** **TOTAL ACRES:** 4.50
BUILDING: **CLASS 2:** **TIMBER ACRES:**
 ===== **CLASS 3:** 70200
TOTAL PARCEL VALUE: 70200
ESTIMATED TAX: \$6.72
TOTAL USE VALUE: 2394

DETAIL INFORMATION

CODE	TYPE	REF	METHOD	DESCRIPTION	LAND USE	TC	Hs	Pn	MARKET USE VALUE	VALUE
M	<u>LAND</u>	1	ST AC9	4.50 acres	8100-AGRICULTURAL	3	N	N	70200	
U	<u>USE</u>	2	ST AC9	4.50 acres	8110-CROP (GOOD A1)	3	N	N		2394

[View Tax Record](#)
[Back](#)

Item # 7

STATE OF ALABAMA:

COUNTY OF BALDWIN:

AGREEMENT OF SALE

THIS AGREEMENT is made and entered into this 22nd day of November, 2016, by and between **Broox G. Holmes, James S. Holmes and W. C. Holmes, Jr.** (together, the "Seller"), and **Larry Snyder**, or his assigns (the "Buyer").

For good and valuable considerations delivered by each party to the other, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**ARTICLE I
AGREEMENT TO PURCHASE**

1.1 Agreement for Purchase of the Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, for the total price of \$150,000.00 (the "Purchase Price"), to be paid as set forth in Section 1.2 hereof, and on the terms and conditions hereinafter set forth, that certain real property situated in Baldwin County, being Tax Parcel No. 05-61-06-23-0-000-017.000 (the "Property").

1.2 Purchase Price. Buyer shall pay to Seller the Purchase Price as follows: An earnest money deposit of \$1,000.00 (the "Deposit") shall be deposited by Buyer with Clear Title, I.L.C., 229 East 20th Avenue, Suite 4, Gulf Shores, AL 36542, as the title insurance agent and closing agent (the "Title Company") within two business days after the last one of Buyer and Seller have executed this Agreement (the "Effective Date"), which is to be applied to the Purchase Price payable at Closing, forfeited, or refunded to Buyer as hereinafter provided. The remainder of the Purchase Price shall be paid in cash or certified funds at the Closing.

**ARTICLE II
CLOSING DATE AND POSSESSION**

2.1 Closing. The Purchase contemplated herein shall be consummated at a closing (the "Closing") to take place at the offices of Title Company within thirty (30) days following the completion of the matters referenced set forth in Section 2.3 below (the "Closing Date").

2.2 Possession at Closing. Possession of the Property will be tendered to Buyer by Seller at Closing.

2.3 Conditions to Buyer; Obligation to Close. Buyer's obligation to close shall be conditioned upon Buyer being satisfied in his sole discretion with all matters referenced in Article III hereof. If the sale of the property does not close within on or before the Closing Date because the conditions in the preceding sentence have not been satisfied, then Buyer may at his election either (a) terminate this Agreement and the Title Company promptly return the Deposit to Buyer and this

3028455 2

RECEIVED

JUN - 2 2017

Item # 7

O.B. COMMUNITY DEV.

Agreement shall be null and void and neither party shall have any further rights or obligations hereunder, or (b) decide to waive any objections and close the purchase.

ARTICLE III TITLE, INSPECTION, SURVEY, PLANNING & ZONING

3.1 Title Insurance. Buyer shall cause to be issued a commitment for title insurance for the Property from the Title Company, together with copies of all exception documents contained therein (collectively, the "Commitment"). Buyer shall, within twenty (20) business days of receipt of such Commitment, give written notice to Seller of any specific matters affecting title which in Buyer's sole discretion render title to the Property unacceptable to Buyer. The failure of Buyer to deliver any written notice of disapproval within the aforesaid period shall be deemed to constitute Buyer's approval of the condition of title of the Property as shown on such Commitment; provided, however, Seller agrees to furnish such affidavits, instruments and other writings as may be required by the Title Company to remove the so called "pre-printed" exceptions, and any other exception required by Buyer or Title Company, from the policy to be issued. The matters affecting title of the Property which have not been objected to in writing by Buyer as provided above and are therefore acceptable to it are hereinafter referred to as "Permitted Exceptions." This Agreement and the Closing hereunder are conditioned and contingent on Seller delivering good and marketable title and such as will be insured by the Title Company subject only to Permitted Exceptions. Seller shall provide such assistance as may be necessary to cause the issuance of the Commitment.

3.2 Survey. Seller shall provide all existing surveys, if any, of the Property ("Survey") in the Seller's possession or control, and Buyer may in its discretion order at Buyer's expense an updated or current Survey.

3.3 Inspection. Buyer shall have sixty (60) business days from the Effective Date (the "Inspection Period") in which to have the Property inspected by such qualified experts as Buyer deems necessary to determine the condition of the Property (the "Inspection"). If Buyer is not satisfied in its sole discretion to the condition of the Property, Buyer may at its option terminate this Agreement and obtain a refund of the Deposit and neither party shall have any further rights or obligations hereunder. If Buyer fails to object to any condition of the Property within five (5) business days after the expiration of the Inspection Period, the physical condition of the Property shall be deemed to be acceptable to Buyer, provided the condition of the Property remains the same through Closing.

3.4 Annexation, Zoning, Permits Etc. Buyer shall have the period of one hundred fifty (150) business days following the Effective Date to determine whether to annex the Property into the City of Orange Beach or keep the property in the jurisdiction of Baldwin County, and to obtain all annexation and zoning matters, and permitting matters, from all applicable authorities for the development of the Property as contemplated by Buyer. Seller agrees that Buyer may apply in the name of Seller or the name of Buyer to the appropriate governmental authorities having jurisdiction thereof to secure such zoning approvals, site plan approvals, issuance of building permits, curb cut approvals, and various other approvals and permits, necessary or desirable for the development of the Property. Seller agrees to execute all necessary documents (including without limitation a memorandum in form acceptable to Buyer certifying the existence of this Agreement and that Buyer has the right to apply for such matters in the name of Seller as set forth above) and take all actions as shall be necessary, and otherwise cooperate with Buyer in connection with such applications.

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3.5 Seller to Cooperate. Seller agrees to cooperate with Buyer in Buyer's efforts to obtain all matters referenced in this Article III, and agrees to do all things reasonably necessary, including, without limitation, timely reviewing submittals and executing all applications or other documents required, and attending and participating in all meetings and conferences as required.

ARTICLE IV ITEMS TO BE DELIVERED BY SELLER AT CLOSING

At Closing, the following documents or items shall be executed, if applicable, and delivered by the Seller to Buyer:

4.1 Deed. A general warranty deed (the "Deed"), executed by Seller, in recordable form acceptable to Buyer, conveying fee simple title to the Property to Buyer free and clear of all claims, liens and encumbrances except the Permitted Exceptions.

4.2 Title Insurance. An owner's policy of title insurance issued through the Title Company in the amount of the Purchase Price insuring in Buyer good and marketable fee title, subject only to the Permitted Exceptions with all of the so-called "pre-printed" exceptions removed.

4.3 Affidavit. An "Owner's Affidavit" executed by Seller in the form required by the Title Company for the purpose of deleting exceptions for labor performed, material supplied or services provided for or to the Property prior to Closing and such other matters as may be requested in the Title Company's Owner's Affidavit.

4.4 Closing Statement. A closing statement prepared by the Title Company.

ARTICLE V ITEMS TO BE DELIVERED BY BUYER AT CLOSING

At Closing, the following documents shall be executed, if applicable, and delivered by Buyer:

5.1 Purchase Price. Buyer shall deliver the Purchase Price to the Title Company.

5.2 Closing Statement. An executed closing statement as prepared by the Title Company.

5.3 Other Documents. Any other items or documents reasonably required by the Title Company as a prerequisite for the issuance of the title insurance policy referred to in Section 6.2.

ARTICLE VI PRORATIONS AND ADJUSTMENTS

The following shall be prorated and adjusted between Seller and Buyer as of the Closing Date, except as otherwise specified:

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**ARTICLE IX
MISCELLANEOUS**

9.1 Benefits and Obligations to Successors and Assigns. The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs and permitted assigns.

9.2 Time is of the Essence. All times wherever set forth in this Agreement are of the essence.

9.3 Delivery of Notices. Notices to be delivered hereunder to either party shall be either (i) personally delivered (including courier service) to the addresses set forth hereinbelow, in which case they shall be deemed delivered on the date of delivery to said offices, or (ii) sent postage prepaid by certified mail, return receipt requested, to the addresses set forth hereinbelow, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the date of deposit in the U. S. Mail, or (iii) by fax, email or other electronic means in writing:

To the Seller: Broox G. Holmes
 W.C. Holmes, Jr.
 63 South Royal Street
 13th Floor Riverview Plaza
 Mobile, AL 36602
 251-432-6843 (fax)
 bgh@ajlaw.com (email)

To the Buyer: Larry Snyder
 4820 N. Towne Centre Drive
 Ozark, MO 65721
 417-447-3040 (fax)
 ls@lscinc.com (email)

With Copy to: Gregory L. Leatherbury, Jr.
 Hand Arendall LLC
 71 North Section Street, Suite B
 Fairhope, AL 36532
 (251) 544-1683 (fax)
 gleatherbury@handarendall.com (email)

9.4 Extension. Buyer shall be entitled to extend the time frame for the matters referenced in Article III for an additional ninety (90) business days by payment of an additional \$1,500.00 Deposit to the Title Company on or before the expiration of the time period set forth in Section 3.4.

9.5 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations and statements are merged into this Agreement. Neither this

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6.1 Real and Personal Property Taxes. Ad valorem real and personal property taxes, assessments and all other public or governmental charges against the Property which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage, paving or other public improvements completed or commenced on or prior to the date of Closing) shall be adjusted and apportioned as of the date of Closing.

6.2 Miscellaneous. All other charges and fees customarily prorated and adjusted in similar transactions, if any, shall be prorated at Closing and thereafter assumed by Buyer. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable, the parties shall prorate on the best available information, subject to adjustment upon receipt of the final bill or statement.

ARTICLE VII CLOSING EXPENSES

7.1 Seller Expenses. Seller shall pay the following closing costs: (i) the cost and charges for the Commitment and the Owner's policy of Title Insurance to be delivered to Buyer pursuant to Paragraph 4.2 hereinabove, (ii) the cost of preparation of the Deed, (iii) one-half of the closing fees charged by the Title Company.

7.2 Buyer Expenses. Buyer shall pay the following closing costs: (i) one-half of the closing fees charged by the Title Company, (ii) any new Survey if ordered by Buyer, and (iii) the cost of all recording charges and realty transfer taxes incurred in connection with the transfer of the Property.

7.2 Other Costs. All the expenses incurred by Seller or Buyer with respect to the consummation of the transaction contemplated by this Agreement including, but not limited to, attorneys' fees of Buyer and Seller, are to be borne and paid exclusively by the party incurring same, without reimbursement except to the extent otherwise specifically provided in this Agreement.

ARTICLE VIII DEFAULT

8.1 Effects of Default. In the event either party is in default of this Agreement at Closing and the sale and purchase is not consummated by reason thereof: (i) in the event Seller is in default, Buyer may at its election (a) be entitled to compel the Seller in equity to specifically perform this Agreement; or (b) may compel Seller and Title Company to return the Deposit and may then declare this Agreement null and void and of no further force and effect, or (ii) in the event Buyer is in default, Seller shall be entitled to the Deposit from Title Company as his sole remedy and this Agreement shall terminate, be null and void and of no further force or effect.

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Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except in writing by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such writing.

9.6 Real Estate Agents. Each of Seller and Buyer represent to the other that he has not engaged the services of any real estate agent, and hence there shall be no real estate commission payable at the Closing.

9.7 Business Day. A "business day" shall mean every day other than Saturday, Sunday, or recognized holiday whether Federal, State or local.

9.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, where it is deemed to have been delivered and accepted

9.9 Electronic Execution Effective. For purposes of negotiating, executing and amending this Agreement, any signed document transmitted by facsimile machine or scanned email shall be treated in all manner and respects as an original document. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, a facsimile or scanned email document shall be re-executed by all parties in original form. No party may raise the use of a facsimile machine or scanned email, or the fact that any signature was transmitted through the use of a facsimile machine or scanned email as a defense to the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Sale as of the date first above written.

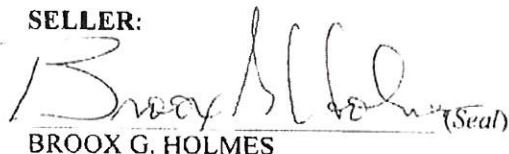
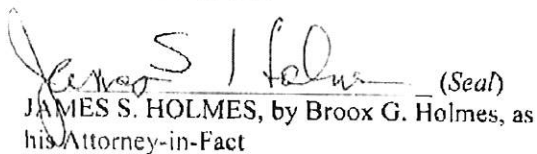
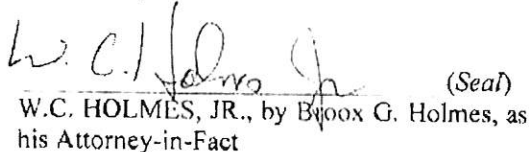
WITNESS:



WITNESS:



SELLER:


BROOK G. HOLMES
JAMES S. HOLMES, by Brook G. Holmes, as
his Attorney-in-Fact
W.C. HOLMES, JR., by Brook G. Holmes, as
his Attorney-in-Fact

BUYER:


LARRY SNYDER

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