



# City of Bay Minette

## Planning Commission

301 D'Olive Street · Bay Minette, Alabama 36507  
Phone (251) 580-1650 · COBM\_Planning@cityofbayminetteal.gov

### AGENDA

October 12, 2023

Regular Meeting

8:00 a.m.

City Hall Council Chambers  
301 D'Olive Street, Bay Minette

- 1.) Call to Order
- 2.) Invocation and Pledge
- 3.) Announcements & Registration to Address the Commission
- 4.) Approval of Minutes for the September 14, 2023 Regular Meeting
- 5.) Disclosure of Prior Communications and/or Conflicts of Interest
- 6.) Old Business
  - a.) Old Towne Commons PUD and Design Criteria
- 7.) New Business
  - a.) **SP-23008, Murphy Oil Site Plan Approval Request**  
*Disclosure of Prior Communications and/or Conflict of Interest*  
**Request:** Demolition and Rebuild of Convenience Store & Fueling Stations  
**Location:** 1000 W 7<sup>th</sup> St
  - b.) **Z-23006, Graham Property Rezoning Request **\*\*Public Hearing\*\*****  
*Disclosure of Prior Communications and/or Conflict of Interest*  
**Request:** Rezone from M-2 to B-2 for Use of Existing Gas Station & Convenience Store  
**Location:** 1130 N US Hwy 31
  - c.) **SE-23002, Graham Property Special Exception Request**  
*Disclosure of Prior Communications and/or Conflict of Interest*  
**Request:** Use of existing structure as single family residential in the M-2 zoning designation  
**Location:** 1124 N US Hwy 31
  - d.) Updates & Upcoming Cases
- 8.) Reports & Comments
  - a.) Mayor/Council/Administration
  - b.) Attorney
  - c.) Commissioners
  - d.) Planning Staff
  - e.) Citizen Comments
- 9.) Adjournment

**\*\*Worksession – October 26, 2023\*\***

**\*\*Next Regular Meeting – November 9, 2023\*\***



## Bay Minette Planning Commission Regular Meeting Minutes

Minutes September 14, 2023

Monthly Meeting No. 9

The City of Bay Minette Planning Commission met in Regular Session on Thursday, September 14, 2023. The meeting was called to order at 8:02 a.m. by Chairman, Todd Stewart, in the Council Chambers located in Bay Minette City Hall, at 301 D'Olive Street, Bay Minette, Alabama; this being the proper place, date and hour as advertised to hold such meeting.

**IN ATTENDANCE**      **At 8:02 a.m. the following members were present, and a quorum established:**

Todd Stewart, Chairman  
Robert A. "Bob" Wills, Mayor  
Rob Madison, Building Official/Commission Member  
Neal Covington, Vice Chairman  
William Taylor, City Council/Commission Member  
Hiram Templeton, Commission Member  
Ray Clark, Commission Member

**Commission Members absent:**

Earl Emmons, Commission Member

**Commission Members late:**

None

**Other persons in regular attendance:**

Clair Dorough, City Planner  
Paula Bonner, Planner Associate  
Jessica Peed, Planning Coordinator  
Tammy Smith, City Administrator  
Kristina Pittman, North Baldwin Chamber of Commerce  
Jason Padget, NBU CEO  
Steven Stewart, Fire Inspector  
Lauren Collinsworth, Attorney

**GUESTS**

Chuck Stevens, *(representing Case V-23001)*  
Greg Halliday, *(representing V-23001)*  
Kevin Koestler, *(representing Z-23005 & TUP-23001)*  
Bubba Reed, *(representing SP-23007)*  
Chris Lieb, *(representing SP-23007)*

**INVOCATION**      Chairman Stewart presented the invocation, followed by the pledge.

**ITEM 3.**      **Announcements/Registration to address the Commission.**

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**ITEM 4. Approval of the Minutes of the August 10, 2023, Regular Meeting.**  
Councilman Taylor made a motion to approve the August minutes as written. The motion was seconded by Vice Chairman Covington and carried unanimously.

**ITEM 5. Disclosure of Prior Communications and/or Conflicts of Interest**  
None

**ITEM 6. Old Business**

**a.) Bylaws**

**September 21, 2023 Worksession** – Old Towne Commons PUD and Design Criteria

Chairman Stewart states the previously scheduled worksession has been moved to September 21, 2023 due to a conflict. Mrs. Dorough states she has handouts from the previous meeting if anyone should need one.

**ITEM 7. New Business**

**a.) SP-23007, First Baptist Church Property Site Plan Approval Request**

Chairman Stewart introduces the request and includes that although he will not have any financial gain based on the decision the Commission makes regarding the request, he, along with Commission Member Templeton, are members of the church but pose no legal issues to vote, per legal. Mrs. Dorough reviews the proposal including the legally established zoning, surrounding properties and roads, existing building with current landscape, images of which portions of the site will be altered, submitted landscape plans, site calculations, off-street parking, ALDOT review and compliance, elevations, site specifications, comments and staff recommendation. Mrs. Collinsworth states on behalf of the law firm that they have not had any involvement in this project, as Scotty Lewis, City Attorney, was the applicant who submitted on the Church's behalf as an acting member of the Church. Mr. Reed discusses the intended plans, which is to increase the daycare attendees, and discusses campus monitoring and the potential issue with line of site within landscaping standards.

With no further questions or comments, Vice-Chairman Covington makes a motion to approve the request with staff recommendation including that prior to issuing a building permit, the applicant must submit revised plans detailing the complete and revised plans in printed and digital formats, existing and proposed site calculations complaint with the City Zoning Ordinance, and landscaping plans for the overall site including details for the required Greenbelt Zone, Off-Street parking areas, and required calculations.

**b.) Z-23005, Koestler Property Rezoning Request *\*Public Hearing***

Chairman Stewart introduces the request and states the applicant is in attendance. Mrs. Dorough reviews the staff report including the property zoning designations, site locations, surrounding properties and roads, current site layout with existing manufactured homes, zoning compliance if successful rezoning occurs, removal of manufactured homes versus current zoning restriction that disallows expansion and/or updating, recent nearby sites that received a rezoning, and the Temporary Workforce Housing case that immediately follows this review, as submitted by the same applicant, is contingent upon a successful rezoning.

With the applicant having no comments, Chairman Stewart opened the public hearing at 8:33am. With no public comment, Chairman Stewart closes the public hearing at 8:33am.

Mayor Wills inquires that the temporary workforce housing can not proceed without a successful rezoning and if all is successful in the requests, it will revert back to only a manufactured home park with the correct zoning, to which Mrs. Dorough states is correct. Steven Stewart inquires on the necessity of the smaller parcel also being rezoned.

After much discussion on the applicant's proposals in conjunction with the current zoning and potential issues regarding the Manufactured Home Park, the applicant officially withdrew his request to rezone the smaller parcel, PIN 219507.

With no further comments or questions, Commission Member Templeton makes a motion to recommend rezoning PIN 83581 from R-3, Higher Density Single Family Residential District to R-5, Manufactured Home Residential District to the City Council. Vice Chair Covington seconds and the motion is unanimously carried.

**c.) TUP-23001, Koestler Property Temporary Use Permit Request**

Chairman Stewart introduces the request and discusses that this is the first request to fall under the new Ordinance for a Temporary Use Permit request. Mrs. Dorough reviews the staff report including the site layout, changes/updates to the pedestals, parking spaces, asphalt roads, access points, manufactured home property connection to the office, compliance with Ordinance standards and staff recommendation.

With no comments or concerns, Commission Member Clark makes a motion to recommend approval to the City Council, with the contingency that the property receives a successful rezoning to the R-5, Manufactured Home Residential District. Commission Member Templeton seconds the motion and is unanimously carried.

**d.) V-23001, Chuck Stevens Ford Sign Variance Request**

Chairman Stewart introduces the request and states he has a conflict of interest and removes himself from the meeting, allowing Vice-Chairman Covington to become the Acting Chairman. Mrs. Bonner reviews the request including the site with the current construction, pictures of the existing sign, the Variance that was approved in 2002 with conditions that were not followed when constructed. Mr. Halliday and Mr. Stevens both stated they were unaware of the construction deviating from the approvals, and explains the current request was not considered prior to renovations and is due to not only to an aesthetics standpoint but also potential issues for vehicles driving through the parking lot. There is a discussion between the Commission regarding the violation procedures, and other possible options regarding signage location, refacing and costs. Mr. Halliday states if the City grants the Variance, he could potentially have the car on the pole removed, to which Mrs. Bonner responds that the City cannot grant a variance based on that proposal. Mr. Stevens comments he intends to work with Ford Motor Company on the sign to meet the conditions of the 2002 variance and plans to withdraw his current request prior to the Public Hearing for the Board of Adjustment. After no further comments or questions, Mayor Wills makes a motion to accept staff recommendation for recommending denial to the Board of Adjustment. Commission Member Clark seconds, and the motion is unanimously approved. Chairman Stewart's absence and abstention due to potential conflict is noted for the record. After the vote, Mr. Stevens discusses the addition of charging stations for electric vehicles at three of the local dealerships.

*Chairman Stewart returns to the meeting at 9:38 am, resuming his position as Chairman.*

**ITEM 7.**

**e.) Updates & Upcoming Cases**

Mrs. Dorough gives a brief overview of the Upcoming cases:

- Graham Property Rezoning for the gas station and convenience store
- Special Exception Request for the Graham property, adjacent to the gas station to be used as single family
- Murphy Oil demolition and plans for the Gas Station located in the parking lot of Walmart
- Pre-construction permits and Ordinance Updates- Includes current, related topics related to Briar Rose Subdivision and the 26-lot development and future development such as Old Towne Commons.
- Renaming of street to Rosemary Court in Briar Rose Subdivision
- CloudPermit Software- Includes City of Robertsedale utilizes this software and gives update on Council approval

*Vice-Chairman Covington leaves the meeting at 9:42am.*  
*Planning Commission Regular Meeting Agenda Packet*

- Fee Schedule update to include Ordinance updates/revisions and CloudPermit Software
- Discusses the SARPC Training Event that was held on September 13, 2023

**ITEM 8. Reports**

- a.) Mayor/Council Report – Compliments the Planning Staff and Planning Commission on professionalism and proficiency in making determinations
- b.) Attorney – None
- c.) Commissioner – None
- d.) Planning Staff – Mrs. Dorrough states the Landscape Ordinance and Tree Protection Ordinance will most likely require review and updated amendments.  
Mrs. Smith gives updates regarding the Justice Center and Soccer Complex construction and states Rob Madison is managing the Soccer Complex project. She also states she met with Sweet Brew and is currently awaiting a timeline and will give an update.  
Mrs. Bonner states she appreciates the volunteer work from the Commission body, as it makes a difference with the community.
- e.) Public Comment – None

**ITEM 9.** With no further business, Chairman Stewart adjourns the meeting at 9:50 am.

DONE THIS THE 14<sup>TH</sup> DAY OF SEPTEMBER 2023

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Chairman, Todd Stewart

ATTEST:

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Jessica Peed, Planning Coordinator

**Motion Summary:**

- 1.) **Approval of the Minutes of the August 10, 2023, Regular meeting:** Councilman Taylor made a motion to approve the August minutes as written. The motion was seconded by Vice Chairman Covington and carried unanimously.
- 2.) **SP-23007, First Baptist Church Property Site Plan Approval Request:** Vice-Chairman Covington makes a motion to approve the request with staff recommendation including that prior to issuing a building permit, the applicant must submit revised plans detailing the complete and revised plans in printed and digital formats, existing and proposed site calculations compliant with the City Zoning Ordinance, and landscaping plans for the overall site including details for the required Greenbelt Zone, Off-Street parking areas, and required calculations.
- 3.) **Z-23005, Koestler Property Rezoning Request:** Chairman Stewart opened the public hearing at 8:33am. With no public comment, Chairman Stewart closes the public hearing at 8:33am. With no further comments or questions, Commission Member Templeton makes a motion to recommend rezoning PIN 83581 from R-3, Higher Density Single Family Residential District to R-5, Manufactured Home Residential District to the City Council. Vice Chair Covington seconds and the motion is unanimously carried.
- 4.) **TUP-23001, Koestler Property Temporary Use Permit Request:** Commission Member Clark makes a motion to recommend approval to the City Council, with the contingency that the property receives a successful rezoning to the R-5, Manufactured Home Residential District. Commission Member Templeton seconds the motion and is unanimously carried.

- 5.) **V-23001, Chuck Stevens Ford Sign Variance Request:** Mayor Wills makes a motion to accept staff recommendation for recommending denial to the Board of Adjustment. Commission Member Clark seconds, and the motion is unanimously approved. Chairman Stewart's absence and abstention due to potential conflict is noted for the record.



# City of Bay Minette

## Planning & Development Services

Planning Commission Meeting Date: October 12, 2023

Case Number: SP-23008

### APPLICATION SUMMARY

**Project Name:** Murphy Oil USA, Inc  
**Property Location:** 1000 W 7<sup>th</sup> Street  
**Property PID/PPIN:** 05-23-03-08-4-000-006.000 // 61951  
**Property Size:** 12,780±ft<sup>2</sup> // .29± acres

**Requested Action:** Site Plan Approval for raze of existing convenience store & rebuild of convenient store and fueling stations  
**Applicant/Engineer:** Murphy Oil USA, Inc  
**Property Owner:** Murphy Oil USA, Inc

Subject Property	Zoning	Existing Land Use
SP-23007	B-2	Murphy Oil USA, Inc
Adjacent Property	Zoning	Existing Land Use
North	B-2	Walmart
South	B-2	W 7 <sup>th</sup> Street, Taco Bell // Commercial Parking Lot
East	B-2	McMeans Avenue, Burger King // Arby's
West	B-2	Walmart Parking Lot

### SITE AND REQUEST SYNOPSIS

The subject property consists of approximately 12,780±ft<sup>2</sup> // .29± acres, and is zoned B-2, General Business District. The property is located at 1000 W 7<sup>th</sup> St and is bordered by W 7<sup>th</sup> Street to the South, McMeans Avenue to the East, and various commercially used parking lots and drive-through restaurants. The property is the current & existing site of Murphy Oil USA, Inc, which includes a retail kiosk and 4 fuel dispensers (8 pumps). This request is for Planning Commission Site Plan approval for the demolition of the existing kiosk and fueling stations, and new construction of a 27'x50.6' (appx 1,400 sq. ft) modular convenience store with 6 fuel dispensers (12 pumps).

### ZONING DISTRICT AND TABLE OF PERMITTED USES

**6.3.2 B-2, General Business District.** This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included.

Table of Permitted Uses and Conditions	R-A	R-1	R-2	R-3	R-4	R-5	B-1	B-2	M-1	M-2
Convenience store							R	R		

**5.2 Words and Terms Defined**

Convenience Store. Any retail store of the 7-11, Circle K or Jr. Food Store variety providing self-service food, drink, tobacco, automobile fuel and other products for carry-out consumption, but not including bays, other than drive-through car washes, for automobile service or repair.

### DEPARTMENT AND AGENCY COMMENTS

**North Baldwin Utilities** – No comments received.

**Bay Minette Public Works** – No comments received.

**Bay Minette Police Department** – Concerns with the timing for truck access/deliveries, specifically mornings or afternoons that could create issues with school and other peak traffic loads.

**Bay Minette Fire Department** – I do have issues with fire department access due to the lack of designated parking and marked no parking zones. As many are aware the front access area and travel area is frequently congested with persons walking up to the point of purchase or persons waiting to access a fuel pump. Additionally, the ingress route from 7th street and the first turn routing into the front of the building is difficult especially if another vehicle is sitting at the stop sign to exit. We don't have to make the first turn in we can route straight and lap around the back of the building, so I'm not sure that space is necessary to be addressed. A parking agreement with Walmart, most likely will not address these concerns as the parking area isn't suitable for mobility limited persons.

**Baldwin County E-911** – No comments or concerns

**City Administrator** – Although I agree an expansion of the Murphy Oil site would be beneficial, I am concerned about the accessibility by their fuel trucks and the traffic and pedestrian hazards it may present in the parking lot.

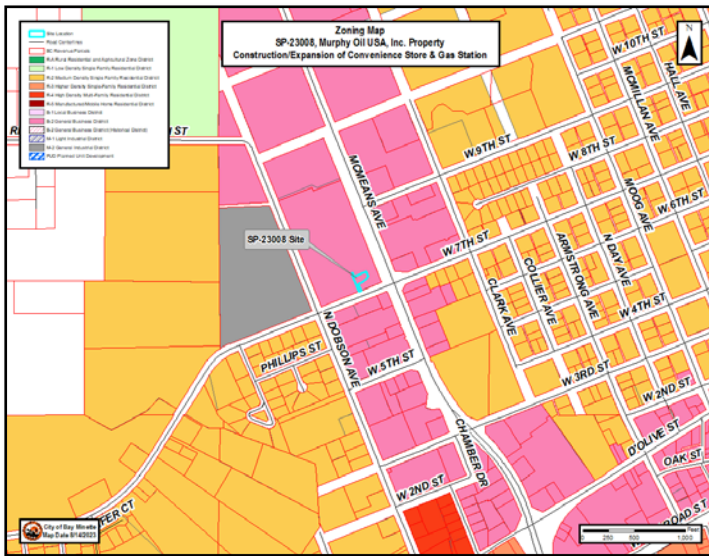
**Neel-Schaffer, Shane Bergin, PE, PTOE, PTP, RSP1 – City Consultant as Transportation Engineer –12-14-2022 Comments:** It is a little different since all their access and parking is through Walmart. I didn't say anything on AL 59 as that is ALDOT and there is already turn lanes. It is possible that they would warrant a right turn lane at that first driveway. It depends on how much traffic is using it now but they will be increasing their traffic by increasing the number of fueling positions and convenience store. I would expect you would hear from a traffic consultant in the future about scoping and we can make sure that they cover the concerns in their study.

**8-15-2023 Comments:** I was pretty sure in our meeting that we had in the conference room that we asked them for a traffic study. I don't see that here. I also thought we talked about where ADA parking would be and nothing appears to be shown.

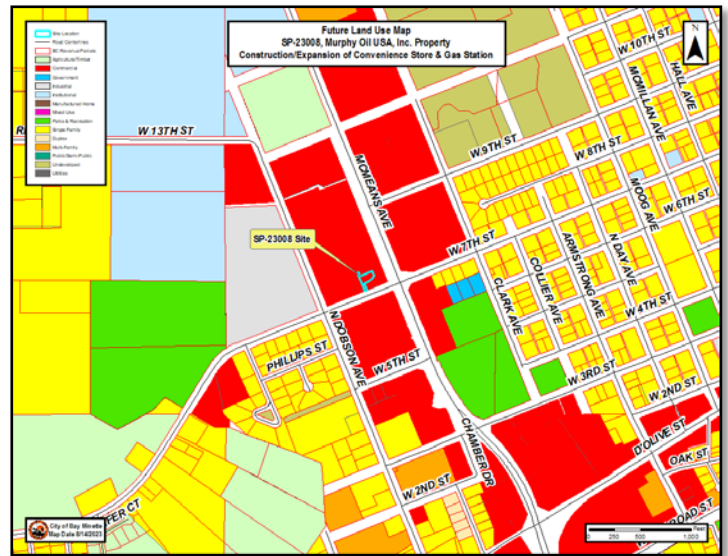
**ALDOT – Awaiting Comments**

## MAPPING

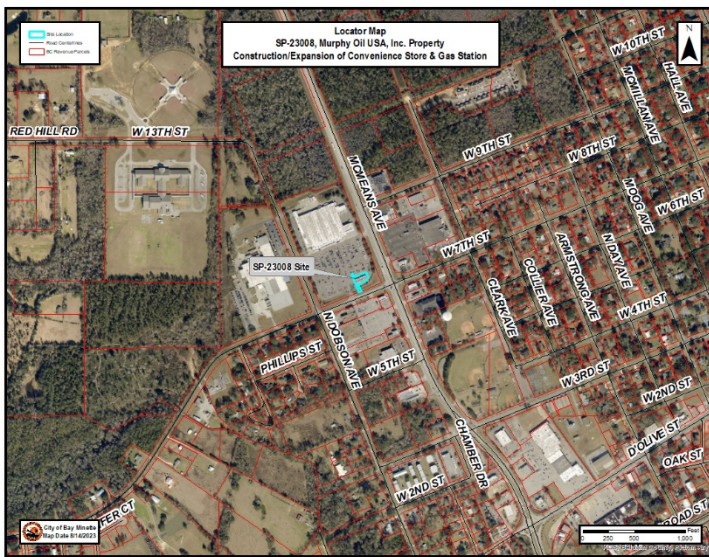
### Zoning Map



### Future Land Use Map



### Locator Map



### Site Map





## STAFF ANALYSIS

Site plan reviews shall be accomplished by the Planning Commission to assure compliance with the provisions of the *Zoning Ordinance* to ensure conformity with its purpose. The proposed project has been evaluated by staff against the criteria in accordance with *Section 8.9 Site Plan*. It shall be the responsibility of the owner/developer to show (prove) compliance with the requirements of this Ordinance.

**1.) The density or intensity of land use to be allocated to all parts of the site together with tabulations by acreage and percentages thereof itemized by use and density. *COMPLIANT WITH CONDITIONS***

Due to the nature of the project, the typical site calculations have been modified for clarity to show the transition from existing conditions to proposed. On its face, the project has a minor increase in impervious coverage of less than half a percent: the existing site has approximately 89.08% impervious lot coverage with the proposed project totaling approximately 89.46% impervious lot coverage. This is due to the majority of the site being paved. However, the proposed structures and the corresponding use/intensity of the site has doubled: Existing 24'x112' canopy and structures at 22.50% lot coverage versus the Proposed 46'x122.4' canopy and structures at 47.37% lot coverage. The existing 170sq ft retail kiosk is being converted into a 1,400 sq ft full-service convenience store. Fueling stations are increasing from 4 dispensers (8 total pumps) to 6 dispensers (12 total pumps).

For landscaping, the applicant provided calculations of 1,395sq ft (10.92%) existing greenspace decreasing to 1,347sq ft (10.54%) proposed total greenspace. The required landscaped minimum is 15% of the site.

Section 9.6 Automobile Service Stations, requires a minimum of two off-street parking spaces with an additional space for each lubrication or wash bay. There is no provision for parking on-site, the applicant provided an easement agreement with Wal-Mart to allow Murphy Oil to use their property for access and parking.

### Site Calculations

SP-23008, Murphy Oil Site Calculations			
Subject Property Site Totals	12,780 ±ft <sup>2</sup>	0.29 ± acres	
Site Use/Type	±Square Footage	Lot Coverage	Notes
Existing Structure(s)	2,876 ±ft <sup>2</sup>	22.50%	24'x112' canopy and structures
Existing Impervious Surface	8,509 ±ft <sup>2</sup>	66.58%	Driveways, Sidewalks and Parking Areas
<b>Existing Building/Impervious Coverage</b>	<b>11,385 ±ft<sup>2</sup></b>	<b>89.08%</b>	
Proposed Structure(s)	6,054 ±ft <sup>2</sup>	47.37%	46'x122.4' canopy and structures
Proposed Impervious Surface	5,379 ±ft <sup>2</sup>	42.09%	Driveways, Sidewalks and Parking Areas
<b>Proposed Building/Impervious Coverage</b>	<b>11,433 ±ft<sup>2</sup></b>	<b>89.46%</b>	
<i>TOTAL Required Landscaped Minimum</i>	<i>1,917 ±ft<sup>2</sup></i>	<i>15.00%</i>	
TOTAL Existing Landscaped Area	1,395 ±ft <sup>2</sup>	10.92%	
TOTAL Proposed Landscaped Area	1,347 ±ft <sup>2</sup>	10.54%	
TOTAL Proposed Open Space/Natural Areas	0 ±ft <sup>2</sup>	0.00%	
<i>Required Front/Side Yard Landscaping</i>	<i>639.00 ±ft<sup>2</sup></i>	<i>5.00%</i>	Not including parking areas
Existing Front/Side Yard Landscaping	1,240.00 ±ft <sup>2</sup>	9.70%	990+250
Proposed Front/Side Yard Landscaping	1,065 ±ft <sup>2</sup>	8.33%	990+75
Total Off-Street Parking Area	0 ±ft <sup>2</sup>	0.00%	No Off-Street Parking Provided On-site
<i>Required Parking Landscaped Minimum</i>	<i>0 ±ft<sup>2</sup></i>	<i>10.00%</i>	*10% of Total Off-Street Parking Area
Proposed Parking Landscaped Area*	0 ±ft <sup>2</sup>	0.00%	*Only landscaped areas ≥ 90ft <sup>2</sup>
<b>Total Landscaped/Open Space Provided</b>	<b>1,347 ±ft<sup>2</sup></b>	<b>10.54%</b>	

In addition to the subsequent criteria, this development is required to comply with the Zoning Ordinance regulations below:

*7.13 Surface Drainage. Owners, particularly developers of larger paved areas such as those in connection with apartment complexes, shopping centers, etc., shall be responsible for increased runoff resulting from these developments which cause flood damage to neighboring property. The Building Official shall, in consultation with a certified Engineer, determine that reasonable provisions for properly handling surface drainage have been made in the applicant's design and report these findings for the Planning Commission's consideration in acting on building applications. If such reasonable provisions are not made in the applicant's design, the Planning Commission shall make such remedies as may be available to the applicant as a condition of the building permit issuance.*

8.3.4 Noise, air pollutants including dust emissions, and surface runoff shall not exceed background levels by more than 10%.

9.2.8 Drainage. Off-street parking facilities shall be drained to prevent damage to abutting property and streets and to prevent pollutants from draining onto the adjacent lots. Landscaped areas and perimeter areas shall be so graded as to receive a reasonable portion of the rainfall from the surrounding pavement. Protective curbing around landscaped areas will leave openings for the flow of water onto unpaved areas.

12.1 Erosion and Sediment Control: Persons engaged in land-disturbing activities shall take all reasonable measures to protect all public and private property, including roadways, from damage by such activities. In addition, owners shall comply with all applicable laws, rules and regulations, including federal and state regulations regarding the discharge of storm water. For all projects required by the Alabama Department of Environmental Management ("ADEM") to obtain a national pollutant discharge elimination system ("NPDES") permit, a copy of said permit shall be provided to the City Planner and Building Official prior to the land disturbance activities. For projects requiring a NPDES permit, owners shall prepare a Construction Best Management Practices Plan ("CBMPP") in accordance with ADEM requirements. It shall be the responsibility of the owner to design, install and maintain an ADEM approved CBNPP. Where required by ADEM, owners shall provide the City Planner and Building Official with a copy of its CBMPP prior to land disturbance activities.

- 2.) **The location, size and character of any common open space, commonly owned facilities and form of organization which will own and maintain any common open space and such facilities. NOT APPLICABLE**

Not applicable to this development.

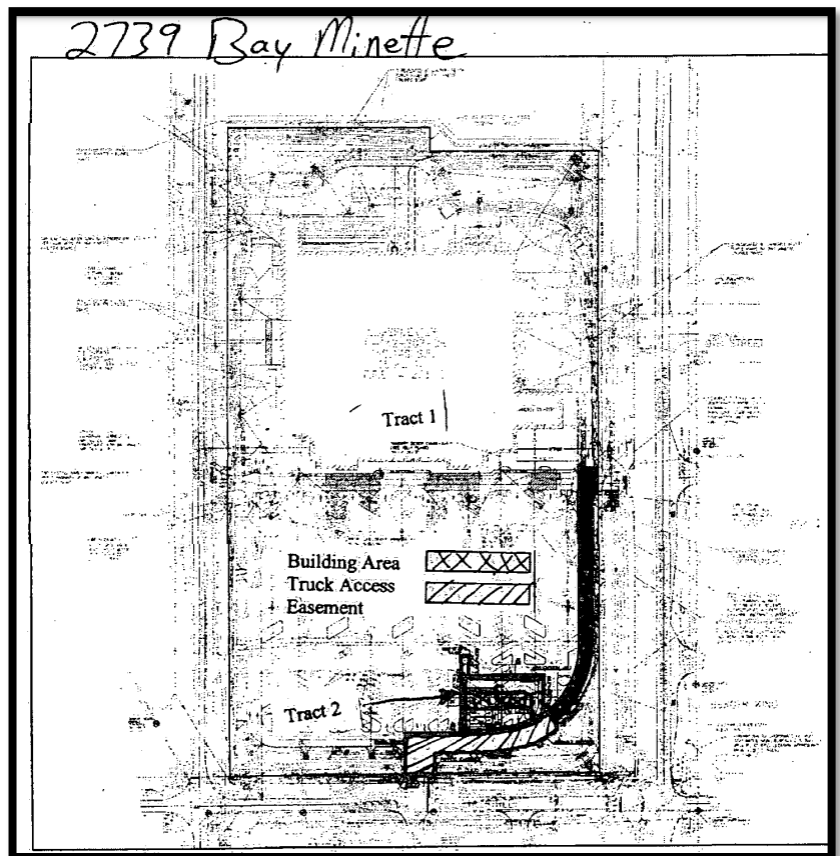
- 3.) **The use and maximum height, bulk and location of all buildings and other structures to be located on the site. COMPLIANT**

Use, height and area of proposed structure appear compliant.

- 4.) **The substance of covenants, grants of easements or other restrictions which will be imposed upon the use of the land, buildings and structures, including proposed easements or grants for public utilities or other purposes. COMPLIANT**

There are no proposed covenants or easements, however, there is an existing agreement in place with Wal-Mart for this site. *Easements with Covenants and Restrictions Affecting Land, recorded 8/22/2008 as Instrument #1133714.* This agreement includes reciprocal access and parking easements, Truck Access Easement (shown below), utility, drainage and maintenance provisions. There is also a "Use" provision stating that this site shall only be used for a fueling station or single tenant retail "which may include a convenience store kiosk not to exceed 1,200 square feet." There is also a provision that, unless approved by Wal-Mart, "Murphy shall not permit outside storage of any products or goods" on this site. While the City cannot enforce covenants and restrictions, it is necessary to note the discrepancy in the event there are changes required by Wal-Mart after Planning Commission approval.

- 5.) **The provisions for disposition of open space, including tree protection, landscaping provisions and buffering requirements. COMPLIANT WITH CONDITIONS**



Landscape plans submitted did not meet the minimum requirements. The primary Landscaping requirements applicable to the site are detailed below:

- a.) **Buffering: COMPLIANT**

Sec. 10.11.1 only requires a buffer zone "where a business district abuts any part of a residential district, a buffer zone 10 feet wide shall be required; where an industrial district abuts any part of a residential or business zone, a buffer zone of 20 feet shall

be required.” Based on adjacent zoning districts, a buffer zone would not be required for this development as it is a commercial-to-commercial district to the North, South, East and West.

**b.) Open Space & Landscape Provisions // General: *COMPLIANT WITH CONDITIONS***

A minimum of 15% total lot area must be landscaped or maintained as open green space, which is approximately 1,917 sq ft of the total site. The applicant provided calculations of 1,395sq ft (10.92%) existing greenspace decreasing to 1,347sq ft (10.54%) proposed total greenspace. The landscape plan shows only the provision of 1,445 sq ft of Bermuda sod, the vast majority of which will be planted off-site (appx 1,000 sq ft to cover utility disturbance near the W 12<sup>th</sup> Street entrance and appx 150 sq ft filling the remainder of an island off-site). Plans also note that existing shrubs along curb are to remain, however no further information is provided and those appear to be off-site as well.

10.5.1 A minimum of fifteen percent (15%) of the total lot area shall be landscaped or maintained as open green space. The foregoing percentage shall include all landscape requirements for parking areas. Provided however, at least five percent (5%) of the total landscaped area or green space must be located in the front yard and side yards of the lot in areas other than parking areas.

10.5.2 Plant sizes:  
 a. All shrubs shall be installed as 5 gallon minimum (except herbaceous perennials and woody spreading shrubs on slopes).  
 b. All trees shall be installed as 15 gallon minimum. Exceptions for the use of smaller material for certain species which will be at the discretion of the City Official.

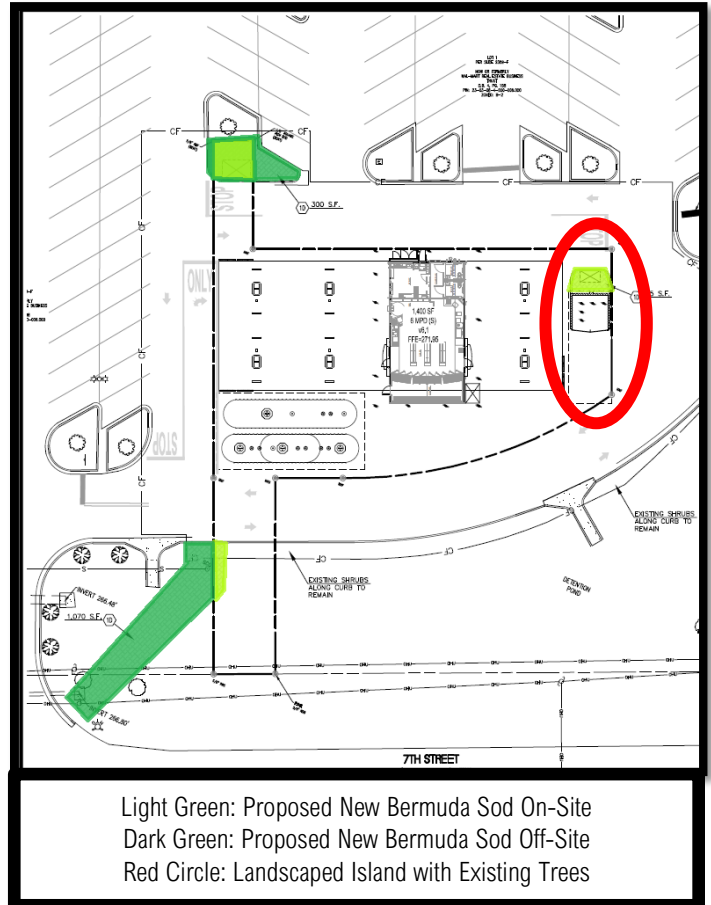
10.9 Planting Requirements.  
 Trees that are planted in accordance with this Article must be a minimum of three (3) different species per site and meet the following requirements:

10.9.1 At least one (1) species must be a medium (understory) tree in order to promote species richness. Medium (understory) trees must have as least three (3) inches in caliper and eight (8) feet in height at planting.

10.9.2 At least one (1) shall be a large (overstory) tree must have at least three and one half (3 ½) inches or greater in caliper and twelve (12) feet in height in planting.

10.9.3 At least one (1) shall be a multi-stemmed understory trees must be a minimum of eight (8) feet in height and must have at least three (3) stems; each with a minimum caliper of three-fourths (3/4) inches.

10.9.4 Shrubs that can be pruned into tree form variations will not be approved toward tree planting requirements. These include but are not limited to tree forms of the following: Ligustrum; Indian Hawthorn; Tree Yaupon; and Camelia.



**c.) Tree Protection Zone / Removal / Replacement: *COMPLIANT***

The only trees existing on site are in the landscaped island along the east property line where the Air Vac and Dumpster Enclosure are proposed. However, these trees fall just beyond the 100-ft tree protection zone and would not meet the criteria for protection.

**d.) Greenbelt Zone: *NOT APPLICABLE***

This property is located beyond the Greenbelt Zone and the requirements of Sec 10.6.4 will not apply.

**e.) Landscape Provisions // Off-Street Parking: *COMPLIANT WITH CONDITIONS***

See Item 11(b) As noted above, Section 9.6 Automobile Service Stations, requires a minimum of two off-street parking spaces with an additional space for each lubrication or wash bay. There is no provision for parking on the site, the applicant provided an easement agreement with Wal-Mart to allow Murphy Oil to use their property for access and parking. In recent years, the Planning Commission has approved the 7Brew site plan with a reciprocal access easement with the adjacent property owner,

however, applicants have been notified of requirements that parking must be provided on-site. If off-street parking is required, the following provisions will apply:

- 10.10.1 *Landscaped areas and perimeter areas shall be so graded as to receive a reasonable portion of the rainfall from the surrounding placement. Protective curbing around landscaped areas will leave openings for the flow of water onto unpaved areas.*
- 10.10.2 *At least ten (10) percent of the total interior area intended for off-street parking shall be suitably landscaped.*
- 10.10.3 *A maximum of twelve (12) parking spaces in a row will be permitted without a landscaped island.*
- 10.10.4 *Interior portions of the parking area shall be broken by provision of landscaped islands. Such landscaped area shall include the placement of shade or flowering trees at intervals of twelve (12) parking spaces; such trees shall be at least three and one half (3 ½) inches or greater in caliper and twelve (12) feet in height in planting.*
- 10.10.5 *Each separate landscaped area must be a minimum of ninety (90) square feet if it is to be counted toward the minimum landscaped area requirements.*
- 10.10.6 *Landscaped area shall be protected from vehicular encroachment by the use of curbing or wheel stops.*

**6.) *In the case of plans which call for development over a period of years, a schedule showing the proposed times within which applications for building permits are intended to be filed. NOT APPLICABLE***

Not applicable to this development.

**7.) *Where required by the Alabama Department of Transportation ("ALDOT"), the Building Official shall be provided proof that the applicant has submitted a driveway permit application to ALDOT. In the event that any type of traffic study is required by the ALDOT, copies thereof shall be provided to the Building Official. COMPLIANT WITH CONDITIONS***

See Item 11(c) The site access is within ALDOT's jurisdiction for review and staff is awaiting ALDOT's comments, particularly regarding truck access from McMeans. There have been significant concerns expressed with the site's access from various City departments and ALDOT's review will be critical in final approval.

**8.) *Front and side architectural elevations. COMPLIANT***

Elevations have been submitted with brick as exterior finishing, the Metal Building requirements will not apply. Height is noted at 18'9" which does not exceed the maximum allowable of 50'.

**9.) *The location and size of all signs to be located on the site. In the event that a sign is pre-existing and fails to conform to the requirements as set forth in this ordinance, site plan approval will be granted only under the condition that all signs will comply with the regulations as set forth in the sign ordinance. COMPLIANT WITH CONDITIONS***

Current submittals include details for canopy signage to be installed by two separate contractors however, signage will require a Sign Permit prior to construction/installation to review compliance with the full sign ordinance. A photometric plan was submitted with calculations showing an average of 26.72 foot candles measured at the property line. However, the majority of points captured 20ft beyond the property line are less than 1.0 and those exceeding 1.0 are along the western and northern boundary facing Wal-Mart parking lot. There are no captured points beyond Wal-Mart's property lines that exceed 0.0. The development's signage and lighting must comply with the following:

7.16.3 *Outdoor lighting of all types shall be directed so as to reflect away from all adjacent properties and shall be so situated as not to reflect directly into any public right-of-way.*

7.16.4 *All fencing, screening, lighting, space, etc., shall be in good condition and appearance. The City Planner may cause to be removed, replaced, repaired or corrected, at the owner's expense, any screening, lighting and space improperly maintained.*

**10.) *Landscape plans. COMPLIANT WITH CONDITIONS***

See Item #5 above. As noted above, a minimum of 15% total lot area must be landscaped or maintained as open green space, which is approximately 1,917 sq ft of the total site. The applicant provided calculations of 1,395sq ft (10.92%) existing greenspace decreasing to 1,347sq ft (10.54%) proposed total greenspace. The landscape plan shows only the provision of 1,445 sq ft of Bermuda sod, the vast majority of which will be planted off-site (appx 1,000 sq ft to cover utility disturbance near the W 12<sup>th</sup> Street entrance and appx 150 sq ft filling the remainder of an island off-site). Plans also note that existing shrubs along curb are to remain, however no further information is provided and those appear to be off-site as well.

The applicant submitted the following comments regarding landscaping: "Although our proposed landscape plan falls short of the City standards of 15%, our plan retains the same 11% as existing, thereby not increasing the amount of nonconformity." Nonconforming structures that are destroyed or damaged beyond 50% are allowed to maintain/restore the nonconforming condition provided that the "repairing, rebuilding or replacement will bring it into conformity, if possible, or that it will at least not increase, unnecessarily, the non-conformity, and will, in all other respects, meet the requirements of the district in which it is located." This

project is a complete demolition and new construction - it is possible for the project to meet minimum standards. And for the proposed landscaping amount to be less than existing landscape conditions is an unnecessary increase in the non-conformity.

The Zoning Ordinance Section 7.18 Nonconformance states that "It is the intent of this Ordinance to recognize that the elimination of existing buildings and structures or uses that are not in conformance with the provisions of this Ordinance..." The failure to meet landscaping minimum requirements is not a building, structure or use that would meet the criteria to be deemed a legal nonconformity. Section 10.3 Use and Applicability of the Landscape ordinances, states:

*10.3.2 Where a change in the following: 1) use of property, 2) occupancy, 3) ownership regardless of name change, or 4) location in any manner to any business or commercial/industrial development it shall be the responsibility of the owner to comply with the provision of this article within one hundred and eighty (180) days.*

**11.) Any additional data, plans or specifications which the applicant or the City believes is pertinent and which will assist in clarifying the application including, but not limited to plans for screening, lighting and space, surface drainage, erosion and sediment control, water and sewer connections, landscaping, and signs.**

**a.) Structure Location/Setbacks: *COMPLIANT***

Setback review is complete. The B-2 district requires a 30-foot front setback and no setbacks are required for the rear or side yards.

**b.) Off-Street Parking: *COMPLIANT WITH CONDITIONS***

As noted above, Section 9.6 Automobile Service Stations, requires a minimum of two off-street parking spaces with an additional space for each lubrication or wash bay. There is no provision for parking on the site, the applicant provided an easement agreement with Wal-Mart to allow Murphy Oil to use their property for access and parking. In recent years, the Planning Commission has approved the 7Brew site plan with a reciprocal access easement with the adjacent property owner, however, applicants have been notified of requirements that parking must be provided on-site.

If the project is allowed to move forward without on-site parking, the plans do not include a provision for ADA accessible parking, accessible pathways nor pedestrian crosswalks to access the store from the adjacent parking area. There is also no designated loading/unloading space. The following regulations are the Minimum Design Standards for off-street parking spaces, drives and landscaping.

- 7.11 Off-Street Parking. In each district, each structure hereafter erected or altered shall be provided with off-street parking spaces as specified in the district schedule, Article 9. No off-street parking space required for a building or structure shall, during its life, be occupied by or counted as off-street parking space for another building or structure, but may be included in the required yard space.*
- 9.3 Off-Street Loading and Unloading Space. Off-street loading/unloading spaces shall be provided as hereinafter required by this Ordinance.*
  - 9.3.1 Size of Spaces. Each off-street loading/ unloading space shall have minimum dimensions of 14 feet in height, 12 feet in width, and 55 feet in length. However, upon sufficient demonstration that a particular loading space will be used exclusively by shorter trucks, the Planning Commission may reduce the minimum length accordingly to as little as 35 feet.*
  - 9.3.2 Connection to Street or Alley. Each required off-street loading/unloading space shall have direct access to a street or alley or have a driveway which offers satisfactory ingress and egress for trucks.*
- 10.10 Off Street Parking Facilities. The design and appearance of parking areas are intended to be compatible with the character of the community. Toward this objective, the following landscaping standards shall be observed in the construction of off-street parking areas accommodating six (6) or more parking spaces:*
  - 10.10.1 Landscaped areas and perimeter areas shall be so graded as to receive a reasonable portion of the rainfall from the surrounding placement. Protective curbing around landscaped areas will leave openings for the flow of water onto unpaved areas*
  - 10.10.2 At least ten (10) percent of the total interior area intended for off-street parking shall be suitably landscaped.*
  - 10.10.3 A maximum of twelve (12) parking spaces in a row will be permitted without a landscaped island.*
  - 10.10.4 Interior portions of the parking area shall be broken by provision of landscaped islands. Such landscaped area shall include the placement of shade or flowering trees at intervals of twelve (12) parking spaces; such trees shall be at least three and one half (3 ½) inches or greater in caliper and twelve (12) feet in height in planting.*

10.10.5 Each separate landscaped area must be a minimum of ninety (90) square feet if it is to be counted toward the minimum landscaped area requirements.

10.10.6 Landscaped area shall be protected from vehicular encroachment by the use of curbing or wheel stops.

d.) **Transportation/Access:** *COMPLIANT WITH CONDITIONS*

The City's Engineer was present at the December 2022 pre-application meeting and had the following comments after the meeting and after reviewing the submitted application:

*12-14-2022 Comments:* It is a little different since all their access and parking is through Walmart. I didn't say anything on AL 59 as that is ALDOT and there is already turn lanes. It is possible that they would warrant a right turn lane at that first driveway. It depends on how much traffic is using it now but they will be increasing their traffic by increasing the number of fueling positions and convenience store. I would expect you would hear from a traffic consultant in the future about scoping and we can make sure that they cover the concerns in their study.

*8-15-2023 Comments:* I was pretty sure in our meeting that we had in the conference room that we asked them for a traffic study. I don't see that here. I also thought we talked about where ADA parking would be and nothing appears to be shown.



The applicant submitted information that the development would only cause a 1% increase in trips:

"The development will utilize the existing Walmart access drives. No new access drives will be constructed as part of this development. The Institute of Traffic Engineers (ITE) trip generation manual is the customary reference for estimating trip generation potential of different types of developments. Based on the ITE manual, the development will result in a 1% increase in trips. See attached for supporting documentation and calculations. We feel that a traffic study should not be required for such a small increase in traffic generated to the site."



The primary concern is the truck access route, which directs delivery trucks to access the site by crossing both lanes at one of the primary access points to the site. If more one vehicle is attempting to exit the site, the trucks will be stacked in the turn lane waiting to cross traffic exiting and entering the site with a very tight turn into a lane typically containing Wal-Mart's outdoor inventory overflow. The

applicant has submitted the plans to ALDOT for review and staff has been in contact with ALDOT and awaiting comments. Additional comments from City Departments include:

**City Administrator** – Although I agree an expansion of the Murphy Oil site would be beneficial, I am concerned about the accessibility by their fuel trucks and the traffic and pedestrian hazards it may present in the parking lot.

**Bay Minette Police Department** – Concerns with the timing for truck access/deliveries, specifically mornings or afternoons that could create issues with school and other peak traffic loads.

**Bay Minette Fire Department** – I do have issues with fire department access due to the lack of designated parking and marked no parking zones. As many are aware the front access area and travel area is frequently congested with persons walking up to the point of purchase or persons waiting to access a fuel pump. Additionally, the ingress route from 7th street and the first turn routing into the front of the building is difficult especially if another vehicle is sitting at the stop sign to exit. We don't have to make the first turn in we can route straight and lap around the back of the building, so I'm not sure that space is necessary to be addressed. A parking agreement with Walmart, most likely will not address these concerns as the parking area isn't suitable for mobility limited persons.

#### e.) Other Considerations:

Additional requirements may be necessitated based on comments and requirements from other local or state agencies, including the Fire Department, North Baldwin Utilities, or Health Department requirements.

Staff's recommendation and the Planning Commission's decision on the application can prescribe additional requirements or standards based on the following ordinances. These standards may be imposed as a condition of approval or the Commission may request a revision and resubmittal of the Site Plan prior to approval.

- 8.3.5 *Uses in all business districts must comply with all applicable health and safety standards, including sanitary facilities, paved and landscaped parking areas, and other requirements of this Ordinance and of State and Federal regulations.*
- 8.3.7 *All business structures shall be so designed as to present an aesthetically pleasing appearance, as determined by Planning Commission, that is generally compatible with existing buildings in the district, except those less desirable in appearance that have been grandfathered under Article 7 of this Ordinance.*
- 8.9.1 *Upon approval of the site plan, either as submitted or with changes and/or special conditions required by the Planning Commission, the Building Official may issue a building permit for a portion or all of the proposed development; provided that the application is in compliance with all applicable City, County, State and Federal requirements.*
- 8.9.2 *The Planning Commission may waive certain requirements contained in Section 8.9.3 of this Ordinance if it is determined that the requirements are not essential to a proper decision on the project; or, it may supplement the list with other requirements deemed necessary to clarify the nature of the proposed development.*
- 10.12 *Special Designs. More stringent design and landscape standards may be required in any district if it is determined that the design would be more compatible with the development and more beneficial to the aesthetics of the City of Bay Minette.*

## 9.6 Automobile Service Stations

Within the districts permitting automobile service stations, the following requirements shall apply:

- 9.6.1 *Location.* The property on which an automobile service station is located shall not be within 100 feet of any residential district, or any property containing a school, public playground, church, hospital, public library, institution for children, elderly or dependents. **COMPLIANT**
- 9.6.2 *Site Requirements.* An automobile service station shall have a minimum frontage on the primary street of 120 feet and a minimum lot area of 23,000 square feet. All buildings shall be setback forty (40) feet from all street right-of-way lines, fifty (50) feet from major arterials, and all canopies shall be setback fifteen (15) feet from all street right-of-way lines. **COMPLIANT**
- 9.6.3 *Access to Site.* Vehicular entrances or exits at an automobile service station: **NOT APPLICABLE**
  - 9.6.3.1 Shall not be provided with more than two curb cuts for the first 120 feet of street frontage or fraction thereof.
  - 9.6.3.2 Shall contain an access width along the curb line of the street of not more than forty (40) feet as measured parallel to the street at its narrowest point and shall not be located closer than ten (10) feet to the adjoining property.
  - 9.6.3.3 Shall not have any two driveways, or curb cuts, any closer than twenty (20) feet at both the right-of-way line and the curb or edge of the pavement along a single street.

- 9.6.4 *Gasoline Pump Islands.* All gasoline pump islands shall be setback at least fifteen (15) feet from the right-of-way line, or where a future widening line has been established, the setback line shall be measured from such line, and where pump islands are constructed perpendicular to the right-of-way line, they shall also be at least fifteen (15) feet from the right-of-way. However, the pumps shall be at least 60 feet from the center line of an arterial street, 55 feet from the center line of a collector street and 45 feet from the center line of other streets. *COMPLIANT*
- 9.6.5 *Off-Street Parking.* A minimum of two (2) off-street parking spaces is required with an additional off-street parking space for each lubrication or wash bay. *COMPLIANT WITH CONDITIONS*
- 9.6.6 *Other Site Improvements.* In addition to the above requirements, the following additional site improvements shall be adhered to: *COMPLIANT*
- 9.6.6.1 A solid fence or wall not less than six (6) feet nor more than eight (8) feet in height, plus a hedge or shrubbery screen, shall be erected along all adjacent property lines facing any adjacent residential lot.
- 9.6.6.2 Exterior lighting shall be arranged so that it is deflected away from adjacent properties.
- 9.6.6.3 Signs, whether permanent or temporary, shall not be placed within any public right-of-way within the corporate limits of the City of Bay Minette. Signs permitted for display on private property shall be arranged so that they do not obstruct visibility for drivers or pedestrians.
- 9.6.6.4 All driving, parking storage, and service areas shall be paved and a good stand of grass shall be maintained on the remainder of the lot.
- 9.6.6.5 A raised curb of at least six (6) inches in height shall be erected along the street property lines, except for driveway openings.
- 9.6.7 *Storage of Flammable Products.* Outside above ground tanks for the storage of gasoline, liquefied petroleum gas, oil or other flammable liquids or gases shall be restricted to the requirements set forth in this Ordinance and state regulations. *COMPLIANT WITH CONDITIONS*

## STAFF RECOMMENDATION

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Overall, the Site Plan doesn't appear incompatible or significantly inconsistent with regulations. The use and proposed expansion are not in question nor is the increased intensity a cause for concern. The primary issues are site-specific details related to truck access, landscaping and parking (provision of off-street parking, loading/unloading, ADA compliance, and crosswalks), all of which can be addressed at this early stage of the development process.

### Staff's Recommendation and Conditions:

Site Plan Approval contingent upon review and approval by ALDOT; and prior to issuing a Building Permit, the applicant shall submit plans/documentation compliant with the Zoning Ordinance's Landscape and Off-Street Parking provisions, including the ADA compliance and pedestrian safety.

## PLANNING COMMISSION ACTION

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For Site Plan Approval, no public hearing is required.

The Planning Commission makes the final decision and has the option to:

- Approve the Site Plan as presented
- Approve the Site Plan with conditions, stating the conditions required
- Deny the Site Plan, with stated factors for the denial
- Table the Site Plan Request, due to lack of information

Upon approval of the site plan, either as submitted or with changes and/or special conditions required by the Planning Commission, the Building Official may issue a building permit for a portion or all of the proposed development; provided that the application is in compliance with all applicable City, County, State and Federal requirements.

8.9.10.4 *Site Plan requests that are tabled, will not receive further review by the Planning Commission until all additional information requested has been received and reviewed for compliance by the Planning Department.*



- 8.9.10.5 Site Plan requests that are denied will not receive further review by the Planning Commission until all noted deficiencies have been addressed and revised documentation received and reviewed for compliance by the Planning Department.*
- 8.9.10.6 Any resubmittals, revisions, additional information or permit applications related to the application must be received within 180 days from the date of Planning Commission action, or a new Site Plan Application will be required. One request for Site Plan Approval Extension of up to 180 days will be reviewed administratively.*



# City of Bay Minette

## Site Plan Review Application

301 D'Olive Street · Bay Minette, Alabama 36507

Phone (251) 580-1650 · COBM\_Planning@cityofbayminetteal.gov

### Office Use Only

Case No.: \_\_\_\_\_

Fee: \$500.00

Paid:  Cash  Check

Credit Card

Are you the property owner?  Yes  No

(If you are not the property owner, you must submit an Agent Authorization Form signed by the property owner)

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### Site Information

Property Address: \_\_\_\_\_


or Property Location: \_\_\_\_\_

\*Parcel No.: \_\_\_\_\_ \*PPIN No.: \_\_\_\_\_

*\*Parcel or PPIN information must be completed*

Request: \_\_\_\_\_

I, the undersigned, do hereby request the City of Bay Minette Planning Commission to grant a Site Plan Review for the location to determine if it meets the regulations of the **Zoning Ordinance** for the reason(s) stated above. I understand and authorize City Staff to conduct site visits, as needed in relation to this request.

  
Signature of Applicant (Owner of Property of Authorized Agent) \_\_\_\_\_ Date \_\_\_\_\_

### Submittal Requirements

- \_\_\_\_\_ Application
- \_\_\_\_\_ Fee paid in full
- \_\_\_\_\_ Agent Authorization Form (if applicant is not the owner)
- \_\_\_\_\_ Complete Legal Description of Property
- \_\_\_\_\_ Plot Plan or Survey – indicating any existing structures, proposed structures, and setbacks from property lines
- \_\_\_\_\_ Submittal Requirements listed in 8.9 Site Plan, as applicable



# City of Bay Minette

## Planning & Development Services

301 D'Olive Street · Bay Minette, Alabama 36507

Phone (251) 580-1650 · COBM\_Planning@cityofbayminetteal.gov

### Site Plan Approval Regulation Excerpt

*Excerpt from the City of Bay Minette Zoning Ordinance, as amended July 3, 2023, by Ordinance 1034. The full Zoning Ordinance can be found on the Planning & Development Services Department website.*

#### 8.9 Site Plan Approval

An application for Site Plan Approval shall be required for all residential multi-family projects involving the construction of three (3) or more dwelling units; all new or expanding commercial structures; all new or expanding industrial structures; and, other uses as required by the Planning Commission prior to a building permit being issued. Site Plan Reviews shall be accomplished by the Planning Commission to assure compliance with the provisions of this Zoning Ordinance to ensure conformity with its purpose as stated in *Article 1*.

##### 8.9.1 Pre-Application Conference

Applicants are urged to consult early and informally with the City Planner to facilitate the Site Plan application process. A pre-application conference with City Staff is mandatory prior to submitting a Site Plan Approval Application. The purpose of Pre-Application Conference is to acquaint the applicant with the regulations governing the proposed development, procedures for approval, and other agencies or officials who must approve any part of the plan. Neither the applicant nor the Planning Commission are bound by considerations delivered during the Pre-Application Conference.

##### 8.9.2 Review Procedures

8.9.2.1 Staff shall distribute the pre-application submittals and plans to all other City departments, County and State agencies and other officials and agencies, as may be applicable, for preliminary review and recommendations. Following staff review and comments, the applicant shall submit a formal application and revised submittals which shall reflect the initial review comments.

8.9.2.2 Once applications are deemed administratively complete, Planning Staff will schedule the application for presentation to the Planning Commission in accordance with the established Meeting and Deadline Schedule.

8.9.2.3 While a public hearing is not required, notice of a public meeting will be posted on the property. The owner, or their agent, of the property for which Site Plan Approval is sought, adjacent property owners and any other parties identified that may have interest in the request, shall be notified by regular mail.

8.9.3 Where any project or site is to be developed in stages or phases, no application for Site Plan Approval for any fraction of the site shall be accepted for review unless a Master Plan is submitted or has been previously approved. The Master Plan shall be a conceptual plan showing the entire development site and all component stages or phases, and shall express the overall development concept for the site at build-out.

8.9.4 Upon approval of the site plan, either as submitted or with changes and/or special conditions required by the Planning Commission, the Building Official may issue a building permit for a portion or all of the proposed development; provided that the application is in compliance with all applicable City, County, State and Federal requirements. Construction must follow the Site Plan as approved by the Planning Commission.

8.9.5 The City Planner or Planning Commission may waive certain requirements contained in Section 8.9.5 of this Ordinance if it is determined that the requirements are not essential to a proper decision on the project; or, may supplement the list with other requirements deemed necessary to clarify the nature of the proposed development. At the time of application, submittals must include:

- a. Three (3) large-format, printed plan sets,
- b. A digital version in PDF format, and
- c. A digital version in GIS shapefile, CAD drawing or equivalent.

#### 8.9.6 Minimum Requirements for Submittals

Site plans shall include the following information related to the existing and proposed conditions unless some or all of these requirements are waived by the City Planner or Planning Commission.

- a. The location and size of the site including its legal description and a current certified survey.
- b. A vicinity map showing the site relation to surrounding property.
- c. The recorded ownership or developer's interest if the developer is not the owner.
- d. The relationship of the site to existing development in the area including streets, utilities, residential, and commercial development, and physical features of the land including significant ecological features. This information may be combined with requirements for the vicinity map specified in this section.
- e. The density or intensity of land use to be allocated to all parts of the site together with tabulations by acreage and percentages thereof itemized by use and density. Site calculations shall include the detailed information on the dimensions and/or area of the following:
  - 1. Existing Structure square footage
  - 2. Proposed Structure square footage
  - 3. Existing Impervious Surface area including parking areas and access/driveways
  - 4. Proposed Impervious Surface area including parking areas and access/driveways
  - 5. Proposed Landscaped/Open Space areas
  - 6. Number of Parking Spaces provided with dimensions and provisions for accessible parking and travel paths.
- f. The location, size and character of any common open space, commonly owned facilities and form of organization which will own and maintain any common open space and such facilities.
- g. The use and maximum height, bulk and location of all buildings and other structures to be located on the site.
- h. The substance of covenants, grants of easements or other restrictions which will be imposed upon the use of the land, buildings and structures, including proposed easements or grants for public utilities or other purposes.
- i. The provisions for disposition of open space, including tree protection, landscaping provisions and buffering requirements.
- j. In the case of plans which call for development over a period of years, a schedule showing the proposed times within which applications for building permits are intended to be filed.
- k. Where required by the Alabama Department of Transportation ("ALDOT"), City Planner shall be provided proof that the applicant has submitted a driveway permit application to ALDOT. In the event that any type of traffic study is required by the ALDOT, copies thereof shall be provided to the City Planner.
- l. Front and side architectural elevations.
- m. The location and size of all signs to be located on the site. In the event that a sign is pre-existing and fails to conform to the requirements as set forth in this ordinance, site plan approval will be granted only under the condition that all signs will comply with the regulations as set forth in the sign ordinance.

- n. Landscape plans, in accordance with Section 10.4 Landscape Plan Standards.
- o. Any additional data, plans or specifications which the applicant or the City believes is pertinent and which will assist in clarifying the application including, but not limited to plans for screening, lighting and space, surface drainage, erosion and sediment control, water and sewer connections, landscaping, and signs.

### 8.9.7 Application Review & Incomplete Submittals

Planning Staff will review applications for administrative completeness. Incomplete, partial, or inaccurate submittals will not be accepted, but will be returned to the applicant for re-submission for a later meeting. Once applications are deemed complete, Planning Staff will schedule the application for presentation to the Planning Commission in accordance with the established Meeting and Deadline Schedule. The City Planner, or designee, shall review complete applications to determine if the submittals meet all the requirements herein. Staff shall submit the Site Plan application and plans to all other City departments, County and State agencies and other officials and agencies, as may be applicable, for review and recommendations. The completed analysis will be presented to the Planning Commission for review and decision.

### 8.9.8 Withdrawal or Tabling Procedures

- 8.9.8.1 Withdrawal. If, for any reason, an item scheduled for presentation before the Planning Commission is withdrawn within seven (7) calendar days of submission, then the application fee shall be credited toward future resubmittal of the application; however, beyond the seven (7) calendar day period, fees shall not be refunded nor credited toward subsequent submittals. The request to withdraw the item shall be submitted in writing, signed by the applicant or authorized agent, and submitted to the Planning and Development Department prior to the scheduled hearing date.
- 8.9.8.2 Tabling. If, for any reason, an item scheduled for presentation before the Planning Commission is requested to be tabled without having been presented, then the request to table the item and reschedule shall be submitted in writing, signed by the applicant or authorized agent, and submitted to the Planning and Development Department prior to the scheduled hearing date.

### 8.9.9 Fees

- 8.9.9.1 To partially defray costs of filing an application, staff and engineer review, and other administrative costs, a fee according to the current schedule of fees established by the City Council of Bay Minette must be paid to the City by the applicant at the time of filing of the application. Fees are not subject to refund or adjustment, irrespective of the final outcome of the application.
- 8.9.9.2 Plan Review. There will be no cost for the Pre-Application Conference or initial plan review for submitted Site Plan applications. Subsequent plan submittals or revisions will incur a Plan Review Fee of \$150.00 per submittal.

### 8.9.10 Planning Commission Action

For Site Plan Approval, no public hearing is required. The applications, submittals and prepared staff report will be reviewed during the regularly scheduled meeting of the Planning Commission in accordance with the established meeting schedule. The applicant, or an authorized representative with sufficient knowledge of the project, is required to be in attendance.

- 8.9.10.1 The Planning Commission makes the final decision and has the option to:
  - a. Approve the Site Plan as presented
  - b. Approve the Site Plan with conditions, stating the conditions required
  - c. Deny the Site Plan, with stated factors for the denial
  - d. Table the Site Plan Request, due to lack of information

Regardless of outcome, the applicant will receive a Notice of Action from the Planning Department within seven (7) business days detailing the decision(s) of the Planning Commission, including any requested revisions, related conditions or action items to be completed.

- 8.9.10.2 Upon approval of the site plan, either as submitted or with changes and/or special conditions required by the Planning Commission, the Building Official may issue a building permit for a portion or all of the proposed development; provided that the application is in compliance with all applicable City, County, State and Federal requirements. Prior to the issuance of a Certificate of Occupancy, an electronic version of As-Builts must be submitted in the following formats:
  - a. A digital version in PDF format, and
  - b. A digital version in GIS shapefile, CAD drawing or equivalent.
- 8.9.10.3 Construction shall follow the Site Plan as approved by the Planning Commission. Minor modifications may be approved by the City Planner if the proposed modification does not material change, alter or diminish the intent and character of the approved plan. Modifications determined to significantly deviate from the Planning Commission's approved version will be required to submit for Planning Commission review.
- 8.9.10.4 Site Plan requests that are tabled, will not receive further review by the Planning Commission until all additional information requested has been received and reviewed for compliance by the Planning Department.
- 8.9.10.5 Site Plan requests that are denied will not receive further review by the Planning Commission until all noted deficiencies have been addressed and revised documentation received and reviewed for compliance by the Planning Department.
- 8.9.10.6 Any resubmittals, revisions, additional information or permit applications related to the application must be received within 180 days from the date of Planning Commission action, or a new Site Plan Application will be required. One request for Site Plan Approval Extension of up to 180 days will be reviewed administratively.

**From:** [Spencer Gauthier](#)  
**To:** [Jessica Peed](#)  
**Cc:** [Wesley Miller](#)  
**Subject:** RE: Murphy USA  
**Date:** Thursday, September 21, 2023 2:36:35 PM  
**Attachments:** [image001.png](#)  
[Bay Minette Traffic Generation.pdf](#)  
[1133714 Walmart-Murphy ECR.pdf](#)  
[Bay Minette - Site Calculations.pdf](#)

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Jessica,

Please see our responses below:

- **Traffic Study (NEED ASAP)**  
The development will utilize the existing Walmart access drives. No new access drives will be constructed as part of this development. The Institute of Traffic Engineers (ITE) trip generation manual is the customary reference for estimating trip generation potential of different types of developments. Based on the ITE manual, the development will result in a 1% increase in trips. See attached for supporting documentation and calculations. We feel that a traffic study should not be required for such a small increase in traffic generated to the site. Please advise if the City agrees with this assessment.
- **Approval/Review from ALDOT (NEED ASAP)**  
The site plan and development information has been submitted to ALDOT for review. We are awaiting a response to confirm if an ALDOT permit will be required for this development. We will provide an update as soon as we have it.
- **Access agreement from Walmart for parking and truck route**  
The existing access agreement between Walmart and Murphy is attached. Information that pertains to the access drives as well as parking easements can be found on page 2 of the document.
- **Landscaping plan in accordance with Section 10.4, Landscape Plan Standards of the Zoning Ordinance – I've also attached the Site Plan Calculations sheet you can use as a reference.**  
Although our proposed landscape plan falls short of the City standards of 15%, our plan retains the same 11% as existing, thereby not increasing the amount of non-conformity.

If you have any questions or require additional information, please feel free to contact our office for assistance.

Thanks,

**SP-23008 Murphy Oil Site Plan**  
**11x17 Plans included as Separate Attachment**



BALDWIN COUNTY, ALABAMA  
JUDGE ADRIAN T. JOHNS  
Filed/cert. 8/22/2008 1:02 PM  
Deed Tax \$ 2.00  
TOTAL \$ 72.00  
20 Pages

1133714



This instrument prepared by and  
when recorded return to:  
Brad Rogers, Esquire  
Wal-Mart Stores East, LP  
Sam M. Walton Development Complex  
2001 S.E. 10<sup>th</sup> Street  
Bentonville, AR 72716-0550

Bay Minette, AL  
Wal-Mart Store # 2739  
Murphy Store # 6735

**EASEMENTS WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND**

This EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("Agreement") is made effective Jan 29, 2008, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, with an address of 702 S.W. 8<sup>th</sup> Street, Bentonville, AR 72716 ("Wal-Mart"); and **MURPHY OIL USA, INC.**, a Delaware corporation, with an address of 200 Peach Street, El Dorado, Arkansas 71730 ("Murphy").

***WITNESSETH***

**WHEREAS**, Wal-Mart is the owner of that certain tract or parcel of land situated in the City of Bay Minette, County of Baldwin, State of Alabama, identified as Tract 1 on the site plan attached hereto as Exhibit "A" ("Tract 1"); and

**WHEREAS**, Murphy is the owner of that certain tract or parcel of land situated in the City of Bay Minette, County of Baldwin, State of Alabama, identified as Tract 2 on the site plan attached hereto as Exhibit "A" ("Tract 2") and more fully described on Exhibit "B", which Tract 2 is contiguous to Tract 1; and

**WHEREAS**, Wal-Mart and Murphy desire to and agree that Tract 1 and Tract 2 shall be subject to the easements and covenants, conditions and restrictions hereinafter set forth.

**NOW THEREFORE**, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Murphy do hereby agree as follows:

1. Definitions. Unless otherwise stated herein, capitalized terms used in this Agreement shall have the following meanings:

20/10

(a) “Building Area” shall be the portions of Tract 2 on which buildings or other improvements are, or are permitted to be, located, as indicated on Exhibit “A”.

(b) “Common Areas” shall mean collectively the Tract 1 Common Area and Tract 2 Common Area.

(c) “Shared Accessway” shall mean any main driveways or accessway(s) or other similar area of passage, a portion of which are located on Tract 2 more particularly shown and designated on Exhibit “A” attached hereto, if any.

(d) “Tract 1 Common Area” shall mean the vehicular parking area, drive lanes and driveways on Tract 1 as such parking lot, drive lanes and driveways may be modified, reconfigured, altered, closed, constructed, reconstructed and removed at any time and from time to time in Wal-Mart’s sole discretion. Wal-Mart shall have the right, in Wal-Mart’s sole discretion, to restrict or limit the size of the Tract 1 Common Area, provided such restriction shall not materially and adversely affect Murphy’s rights under Section 2(b) herein.

(e) “Tract 2 Common Area” shall be all of the Tract 2 except the Building Area.

(f) “Tracts” as used herein shall mean Tract 1 and Tract 2. Reference to a Tract refers to Tract 1 or Tract 2.

2. Easements.

(a) Grant of Tract 2 Common Area Access and Parking Easement. Murphy, as grantor, hereby grants to Wal-Mart, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of Wal-Mart for the benefit of Tract 1, a nonexclusive easement over, through and around the Tract 2 Common Area for vehicular and pedestrian ingress and egress and parking and to perform any maintenance, repairs and/or replacements as hereinafter provided.

(b) Grant of Tract 1 Common Area Access and Parking Easement. Wal-Mart, as grantor, hereby grants to Murphy, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of Murphy for the benefit of Tract 2, a nonexclusive easement over, through and around the Tract 1 Common Area for vehicular and pedestrian ingress and egress and parking, provided in the event a Station (as defined herein) is not operated from Tract 2, any future or other use of Tract 2 shall be required to self-park and the parking easement granted by Wal-Mart for the benefit of Tract 2 under this Section 2(b) is revoked and terminated and of no further force and effect. Notwithstanding the above, Murphy shall not allow or permit any fuel delivery trucks to use any portion of the easement granted by Wal-Mart except such portion designated as the Tract 2 Truck Access Easement (“Truck Access Easement”) shown on Exhibit “A” attached hereto.

(c) Limitations on Use of Access and Parking Easements. Murphy shall not permit any agents, customers, invitees, licensees, tenants and employees of such party to park in the Common Areas of Tract 1 except and exclusively during the time as

such agents, customers, invitees, licensees, tenants and employees are working in, utilizing or patronizing the business establishments located on the Tracts. Murphy shall not permit or allow any agents, customers, invitees, licensees, tenants and employees of Murphy to conduct any activity within the Tract 1 Common Area other than parking, and ingress and egress to Tract 2, exclusively during the time such agents, customers, invitees, licensees, tenants and employees are working in, utilizing or patronizing the business establishments located on Tract 2.

(d) Utility Easements. Each party hereby establishes and grants to the other party a nonexclusive easement for the benefit of the owner of each Tract, on, across and under the Common Areas, to install, use, maintain and repair public utility services, water and sprinkler lines, and distribution systems (including storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Tract), now upon or hereafter installed on, across or under the Common Areas, to the extent necessary to service such Tract. The location of any utilities hereafter installed shall be determined by the owner of the Tract upon which such utilities are to be installed. Any such installed utility services may be relocated by the owner of a Tract on such owner's Tract, subject to compliance with applicable laws, at the expense of the owner of that Tract, provided that such relocation shall not interfere with, increase the cost of, or diminish utility services. Any party which accesses another party's Tract to construct, repair or replace any utility service shall be solely responsible at such party's expense, to restore such Tract to substantially the same condition as existed immediately preceding such construction, repair or replacement, including but not limited to the replacement of all concrete and asphalt paving, striping, landscaping, signage, sidewalks, structures and improvements.

(e) Wal-Mart Signage and Lights. Murphy hereby grants Wal-Mart easements, in such areas of Tract 2 shown on Exhibit "A-2", if applicable, and otherwise as reasonably agreed by Wal-Mart and Murphy, for the construction, installation and operation of pylon signs, monument signs, and parking lot lights, including, without limitation, such utility easements necessary for the operation thereof. Further, in the event that any third party has granted any signage rights, including, without limitation, easements relating to sign advertisement and construction, and illumination of pylon, monument or any other type of signage, for the benefit of Tract 1 and Tract 2, that do not specifically mention Murphy, then Murphy hereby relinquishes, releases, quitclaims and waives any and all right in and to such signage rights.

(f) Drainage. Each party hereby establishes and grants a nonexclusive easement on its Tract for the benefit of the owner of the other Tract to use, maintain and repair any storm water drainage system (the "Storm Drainage System") now or hereafter located on either Tract, together with the right to discharge surface water runoff across portions of either Tract in accordance with the design of the Storm Drainage System.

3. Indemnification. Each Party hereby indemnifies and saves the other harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or arising from the use of their respective Tracts, except if caused by the intentional act or negligence of the other.

4. Insurance.

(a) Murphy shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about Tract 2. Such insurance shall afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person, and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage. Murphy shall provide Wal-Mart with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to Wal-Mart. Wal-Mart has the right to reasonably require an increase in such insurance amounts as deemed necessary by Wal-Mart.

(b) At all times during the term of this Agreement, and except as otherwise provided in Section 4(e), Murphy shall keep improvements on Tract 2 insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which Murphy's respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

(c) Policies of insurance provided for in Section 4(a) hereof shall name Wal-Mart as additional insured.

(d) Murphy, for itself and Murphy's property insurer hereby releases Wal-Mart and the owner of Tract 1 from and against any and all claims, demands, liabilities or obligations whatsoever for damage to property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of Wal-Mart or by any agents, customers, invitees, licensees, tenants and employees of Wal-Mart. This release being to the extent that such damage or loss is covered by property insurance which Murphy is carrying or self-insuring, if applicable.

(e) Murphy may self-insure any of the above required coverages if it maintains a net worth of \$200,000,000.00. No later than May 1<sup>st</sup> of each year, Murphy must deliver to Wal-Mart written notice each year of its election to self insure, along with copies of Murphy's audited annual financial statements demonstrating compliance therewith. In the event Murphy shall cease to meet the net worth requirements during any intervening period, Murphy shall promptly notify Wal-Mart and immediately deliver to Wal-Mart proof of the insurance set forth in this Section 4.

5. Compliance. Murphy hereby warrants, represents and covenants to Wal-Mart that Murphy in exercising its rights under this Agreement shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations. In addition to the other representations contained herein, Murphy hereby warrants, represents and covenants to Wal-Mart that Murphy shall comply fully with any

federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the “Storm Water Requirements”) (including without limitation preparing a Storm Water Pollution Prevention Plan (if applicable) to avoid negatively impacting any erosion or sediment controls during earth-disturbing activities, if any) in exercising any rights or privileges under this Agreement, Murphy recognizing and affirming Wal-Mart would not enter into this Agreement without this warranty, representation and covenant from Murphy. Furthermore, Murphy hereby warrants, represents and covenants to Wal-Mart that Murphy shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the “USCIS”). Murphy warrants, represents and covenants it shall require any and all contractors and/or subcontractors performing any work for Murphy to comply with the covenants set forth in this Section. Murphy recognizes and affirms Wal-Mart would not enter into this Agreement if Murphy did not agree to such conditions, representations, warranties and covenants above.

In addition to the other representations contained herein, Murphy hereby warrants, represents and covenants to Wal-Mart that Murphy shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to underground storage tanks, including but not limited to, the Solid Waste Disposal Act, 42 U.S.C. § 6991, et seq., in exercising any rights or privileges under this Agreement, Murphy recognizing and affirming that Wal-Mart would not enter into this Agreement without this warranty and representation from Murphy. Murphy shall provide Wal-Mart with prompt notice of, and copies of all documentation relating to any spill or release of fuel required to be reported to any local, state, or federal authority or which has the potential to impact Tract 1. Such notification shall not be construed as requiring Wal-Mart to take any action or as having any responsibility for such spill, release or notice of violation.

6. Maintenance. Tract 2 shall be kept neat, orderly, planted in grass and trimmed until improvements are constructed thereupon. Following completion of construction of improvements on Tract 2, Murphy shall maintain such improvements and Common Areas in good condition and repair. The maintenance is to include, without limitation, the following as reasonably necessary:

(a). Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(b). Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c). Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities;

(e) Maintaining and repainting when necessary or as required under Section 9(b) hereof all perimeter and exterior building walls, including but not limited to all retaining walls in a good condition and state of repair;

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary;

(g) Maintaining elements of the Storm Drainage System; and

(h) Wal-Mart shall maintain the Truck Access Easement, including the installation of high density or heavy duty concrete. Murphy shall be responsible for twenty-five percent (25%) of the cost thereof and Wal-Mart shall be responsible for seventy-five percent (75%) of the cost thereof. Murphy shall pay Wal-Mart such amounts within thirty (30) days after receipt of an invoice therefor.

(i) Murphy shall maintain the Shared Accessway at its sole cost and expense. In the event that Wal-Mart performs maintenance of the Shared Accessway as part of any other maintenance or improvements on Tract 1, Wal-Mart shall provide an invoice to Murphy for its pro rata share of said costs, with supporting documentation, which shall be due and payable within thirty (30) days.

(j) Notwithstanding the above, for any maintenance costs payable by Murphy, Wal-Mart agrees that if it has any right to contribution or reimbursement from any third parties ("TP Reimbursements") for any such maintenance performed, it will not seek recovery from Murphy for such costs, and will proportionately reduce the amount due by Murphy. Wal-Mart agrees to provide Murphy with copies of all documentation regarding TP Reimbursements or a certification that there are no TP Reimbursements on or before sending any invoices to Murphy.

7. Use.

(a) Murphy covenants that Tract 2 shall only be used (i) for the purpose of operating a motor vehicle fueling facility ("Station") or (ii) for the purpose, as a single tenant retail user only, of the uses typically found in regional shopping centers, as of the date hereof (no building with multiple tenants shall be permitted on Tract 2), which may include a convenience store kiosk not to exceed 1,200 square feet (measured from the outside wall), for the sale of (i) limited sundry items, including but not limited to items similar to the following: cigarettes, tobacco, smokeless tobacco, tobacco accessories (such as lighters), beer, soft drinks, water, milk, candy, mints/gum, salty snacks, sweet snacks, meat snacks, ice cream, bread, health and beauty aids (only in the area described in (ii) below), novelty items, newspapers and publications, ice, packaged sandwiches, motor oil, washer fluid, winter car items (such as scrapers), gloves, fountain drinks, coffee, cappuccino/specialty coffee, phone cards, prepaid telecommunications, prepaid debit, batteries, film, lottery, lotto, car wash, money orders, water softener salt, snow melter (collectively, "Sundry Items"), and (ii) four feet (4') sectional area no more

than six feet (6') in height for the sale of health and beauty items. Wal-Mart and Murphy agree that the Station may sell the Sundry Items so long as such items are sold in a neat and orderly manner, exclusively in the kiosk or under the canopy (and also a six feet (6') by six feet (6') additional merchandise sales area contiguous to the perimeter of the physical canopy, located directly in front of the kiosk) of the Station, constructed or to be constructed on Tract 2, and further subject to the following:

(i) Murphy agrees not to sell, lease or rent pornographic materials or drug related paraphernalia at or from the Station.

(ii) Murphy agrees that Tract 2 shall not be used for or in support of the following: (a) a discount store, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (b) movie theater or bowling alley; (c) health spa/fitness center; (d) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than R, by the film rating board of the Classification and Rating Administration), pawn shop, bar, night club, gaming activities (including, but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business which revenues derived from the sale of alcoholic beverages for on or off premises consumption exceeds twenty-five percent (25%) of such business' total revenue; (e) any business whose source of revenue from the cashing of checks is not immaterial to the total non-fuel item revenue; or (f) any business making short-term or "payday advance" type loans or tax preparation.

(iii) Murphy agrees not to sell tires or automotive batteries at the Station.

(iv) Murphy may install an automated teller machine ("ATM") banking facilities at the Station, if approved by Wal-Mart, in its reasonable discretion, in connection with its review of the Development Plan, as hereinafter defined, provided that the installation of such ATM does not conflict with other agreements, including any agreements to which Wal-Mart is a party that prohibit or restrict the location of an ATM on Tract 2.

(v) With the exception of storage solutions that Wal-Mart has previously agreed to in writing, unless approved by Wal-Mart, in its reasonable discretion, in connection with its review of the Development Plan, Murphy shall not permit outside storage of any products or goods on Tract 2.

(vi) With the exception of car washes that Wal-Mart has previously agreed to in writing, unless approved by Wal-Mart, in its reasonable discretion, in connection with its review of the Development Plan, Murphy shall not install or construct any car wash or other use not specifically set forth herein.

(vii) Other than an ATM as permitted pursuant to the terms of Section 7(iv) above and fuel dispensing apparatuses, no vending or similar machines (except a maximum of two (2) ice bins located adjacent to each other (no more than six and one quarter (6.25) feet in width per ice bin), air vacuums, water kiosks, coffee kiosks,

propane tank racks and pay phones, the locations of which have been shown on the Development Plan and approved by Wal-Mart as provided herein) shall be permitted to be operated or installed on Tract 2 without the prior written consent of Wal-Mart, in Wal-Mart's reasonable discretion.

(viii) In the event a Station or other single tenant retail location is currently or hereafter constructed on Tract 2, Murphy shall continuously operate such location on a daily basis, not less than six (6) continuous hours per day. In the event a Station is closed or not operated for a period of thirty (30) consecutive days, excluding closures for remodeling, or as required by casualty or force majeure, and excluding such time as Murphy is reasonably diligent in marketing Tract 2 for sale, Murphy shall cause all improvements located on Tract 2 to be removed.

(b) Notwithstanding any terms, conditions or interpretations to the contrary herein or hereof, in no event shall Wal-Mart be deemed or required to continuously operate any business establishment on or from Tract 1, and none of the rights, representations, covenants and conditions in this Section 7 shall restrict the present or future use, operation or development of Tract 1.

8. Signage. Advertising signs or video screens located on Tract 2 may be erected or displayed under the canopy as long as there is no advertising content involving a competitor of Wal-Mart. Signs located on Tract 2 shall not contain images or words that are offensive to the ordinary reasonable person (whether cloaked in images, words, or phrases carrying double meanings). Notwithstanding the prior sentence, no banners or signs shall be placed on Tract 2, except Murphy shall be permitted to place (i) two (2) banners on the canopy, (ii) three (3) windmaster signs, and (iii) such other signs under the canopy which are attached to pumps, kiosks, poles and spanners. Notwithstanding the foregoing, Murphy agrees to replace any and all signs that contain content Wal-Mart reasonably deems unacceptable within thirty (30) days after Wal-Mart sends notice thereof.

9. Construction of Improvements on Tract 2.

(a) Approval of Development Plan. Notwithstanding anything contained herein to the contrary, Wal-Mart reserves the right to review and approve, in Wal-Mart's sole discretion, prior to commencement of any construction or alteration by Murphy of any buildings, Tract 2 Common Area, landscaping or other improvements on Tract 2, including but not limited to the review and approval of: (i) site plans, including setbacks from lot lines, location and dimensions of parking areas and spaces, driveways and service areas, placement of building(s) and other improvements including square footage of building(s), location of trash collection, location of ATM's, pay phones, water kiosks, coffee kiosks, propane tank racks and air vacuums, if any, stop signs and bars at all curb cuts, and the location of existing Wal-Mart signage (if any) on Tract 2; (ii) architectural design, color scheme, landscaping plans, height of structures and facade materials, (iii) utility plans including all utility connections (including electric and telephone); (iv) grading plans including stormwater management and detailed elevations; (v) erosion and sediment control plans including rock construction entrances (to be in place prior to any construction), silt fence (to be in place prior to any construction) and



other erosion controls required on Tract 2; (vi) exterior elevations of the front, back, and both sides of the building(s), including height; (vii) exterior signage plans indicating the dimensions of exterior pylon or monument signage and the design of the sign panel(s) to be placed onto the sign structure (collectively the "Development Plan"). Said Development Plan is to be prepared by certified/licensed architects and/or engineers and shall conform to the restrictions set forth above. Murphy shall deliver full-sized plans of the said Development Plan to Wal-Mart for Wal-Mart's approval prior to submitting same to any governmental or quasi-governmental entity for approval. Wal-Mart shall have thirty (30) days after receipt of the Development Plan from Murphy to approve or disapprove the Development Plan in writing. In the event Wal-Mart does not respond in writing prior to the expiration of this thirty (30)-day period, Murphy shall provide written notice ("Respond Notice") by overnight mail of such failure to respond and contact Wal-Mart via telephone regarding the Respond Notice. The Respond Notice shall refer to this Agreement by date, property location and recording information, refer to this Section 9(a), and state **"WAL-MART HAS FAILED TO RESPOND TO THE PROPOSED DEVELOPMENT PLAN REGARDING THE SUBJECT PROPERTY. PLEASE BE ADVISED THAT FAILURE OF WAL-MART TO RESPOND TO THE DEVELOPMENT PLAN WITHIN THIRTY (30) DAYS FROM WAL-MART'S RECEIPT OF THIS NOTICE SHALL BE DEEMED APPROVAL OF SUCH DEVELOPMENT PLAN AS PROVIDED IN SECTION 9(a) OF THE SUBJECT EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND."** In the event Wal-Mart fails to respond to the Respond Notice within thirty (30) days following receipt of such Respond Notice by Wal-Mart, said Development Plan shall be deemed approved. If the Development Plan is disapproved, Wal-Mart shall give the reasons for such disapproval, and Murphy shall resubmit to Wal-Mart a revised Development Plan incorporating Wal-Mart's suggested revisions within thirty (30) days from the date of Murphy's receipt of Wal-Mart's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved by Wal-Mart. Under this provision, Murphy shall not submit more than ten (10) plans in any thirty (30) day period.

(b) Conformity with Tract 1 Color Scheme. In the event Wal-Mart alters or amends the color scheme of the improvements on Tract 1, in Wal-Mart's sole discretion, Murphy, at its sole cost and expense, shall cause the improvements on Tract 2 to conform to such revised color scheme, in a manner reasonably determined by Wal-Mart, within sixty (60) days following Wal-Mart's written request therefor.

(c) Remodel. Murphy agrees to remodel their facilities at the same time Wal-Mart remodels their store, but in no event more than once every three (3) years, unless it is agreed by both Murphy and Wal-Mart that a remodel is not necessary at the time and/or Murphy's facility is less than three (3) years old. Remodel is defined, but is not confined, to the following, as needed:

- (i) Repainting of all exterior and interior walls and canopies.
- (ii) Remodeling restrooms to ensure compliance with Federal Americans with Disabilities Act guidelines.

(iii) Replacement of all exterior doors and/or repairs to existing doors and frames.

(iv) Replace floor tile.

(v) Replace ceiling tile.

(vi) Replace and/or repair canopy and interior lighting.

(vii) Restriping of parking lot.

(viii) Replacement of Disabled Parking signs.

(ix) Renewal or rejuvenation of landscape area.

(d) Commencement and Completion of Improvements. Upon commencement of improvements pursuant to an approved Development Plan as provided above, Murphy shall diligently pursue the completion of such improvements in accordance therewith and in accordance with all applicable laws, rules, regulations and ordinances. Notwithstanding anything contained herein to the contrary, Murphy shall not construct any improvements from October 31 through January 31 which would interfere with the use of Tract 1 by Wal-Mart and its customers.

(e) Storm Water Drainage Permit. Prior to any construction activities on Tract 2, Murphy shall file a Notice of Intent, where applicable, for coverage under local, state, or federal General Permit for Storm Water Discharges Associated with Construction Activity or similar program.

10. Right of First Refusal. In the event that at any time Murphy shall elect to convey, sell or transfer Tract 2, or portion thereof (herein an “Offered Tract”), Wal-Mart shall have a right of first refusal to purchase such Offered Tract in accordance with the procedures hereinafter set forth. Prior to Murphy entering into a purchase agreement (“Proposed Purchase Agreement”) for any Offered Tract, Murphy shall submit a complete copy of the Proposed Purchase Agreement to Wal-Mart. Wal-Mart shall have twenty (20) business days (“Option Period”) from the date of Wal-Mart’s receipt of the Proposed Purchase Agreement in which to notify Murphy of Wal-Mart’s election, in Wal-Mart’s sole discretion, to (i) purchase the Offered Tract, substantially in accordance with the terms and conditions of the Proposed Purchase Agreement, or (ii) not purchase the Offered Tract. In the event Wal-Mart elects (ii) above, or fails to notify Murphy of Wal-Mart’s election under (i) or (ii) above prior to the expiration of the Option Period, Murphy shall have the right to sell the Offered Tract upon the terms and conditions set forth in the Proposed Purchase Agreement to the purchaser designated therein, provided in the event Murphy fails to consummate said sale within one hundred eighty (180) days after Wal-Mart’s election under (ii) above, or deemed election not to purchase the Offered Tract, then Wal-Mart’s right of first refusal shall continue to apply in full force and effect with respect to any current proposed or pending sale, and any future contemplated sales of the Offered Tract. Upon Murphy’s sale to the prospective purchaser within said one hundred eighty (180) day period, Wal-Mart’s right of first refusal shall terminate as to such Offered Tract. Notwithstanding the foregoing, in the event such “sale” is actually a lease of Tract

2 for a term greater than ten (10) years as set forth below, Seller's right of first refusal shall not terminate, but shall continue on the terms set forth herein regarding any future sale or lease of Tract 2, or portion thereof. In the event Wal-Mart shall elect to purchase the Offered Tract under (i) above, then Wal-Mart shall consummate the purchase of the Offered Tract substantially in accordance with the terms of the Proposed Purchase Agreement, and Murphy shall convey the Offered Tract to Wal-Mart or Wal-Mart's designee, in the manner set forth in the Proposed Purchase Agreement, provided (a) in no event shall Wal-Mart be required to close less than ninety (90) days, and (b) Wal-Mart shall have a due diligence period of no less than sixty (60) days, following execution of an agreement of purchase and sale regarding an Offered Tract. Notwithstanding any terms or conditions to the contrary herein, any proposed lease of Tract 2 for a term, including option terms, equal to or greater than an aggregate total of ten (10) years shall be deemed a sale or transfer of Tract 2 and subject to the right of first refusal of Wal-Mart herein, provided the purchase price shall be the fair market value of the Offered Tract, as reasonably determined by Wal-Mart and Murphy, and the terms and conditions of the Proposed Purchase Agreement shall be such as reasonably agreed upon by the parties consistent with the terms and conditions in the previous sentence. Any attempted conveyance, sale, transfer or lease of Tract 2 in violation of this Section 10 shall be void. Wal-Mart shall not have any rights of first refusal in the event of: (i) a change in control of Murphy or any parent subsidiary or affiliate (collectively "Affiliate"); or (ii) a transfer of Tract 2 to an Affiliate; or (iii) the transfer of Tract 2 in connection with the sale of all or substantially all of the gas station parcels owned by Murphy or any Affiliate. Notwithstanding the foregoing, if Murphy or any Affiliate are selling all or substantially all of the gas station parcels it owns and such transfer will result in a competitor of Wal-Mart (in Wal-Mart's reasonable discretion) directly or indirectly having control over Tract 2; or if such transfer occurred in order to circumvent Wal-Mart's rights herein, then Wal-Mart shall have a right of refusal in such event on the terms set forth herein. Any attempted conveyance, sale, transfer or lease of Tract 2 in violation of this Section 10 shall be void.

11. Default.

(a) In the event any party fails to perform any other provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other party may thereafter institute legal action against the defaulting party for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting party shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30)-day period and such party is diligently proceeding to rectify the particulars of such failure and rectifies same within a period not to exceed sixty (60) days; provided further, however, that in the event of an emergency, such failure shall be deemed a default if such failure is not rectified in a period reasonable for the nature and circumstances of such emergency (by way of example, but not as a limitation, the failure to promptly remove snow or otherwise maintain the Common Area such that a party can utilize the easements granted in Section 2, above shall constitute an emergency).

(b) If Murphy fails to perform any provision of this Agreement, then, upon the expiration of the cure period provided above, and upon written notice (except that no additional notice shall be required in an emergency), Wal-Mart shall have the right, but not the obligation, to enter upon Tract 2 to cure such default for the account of and at the expense of Murphy. If Wal-Mart exercises its self-help right, then, within ten (10) days after receipt of an invoice from Wal-Mart, Murphy shall reimburse to Wal-Mart all costs reasonably incurred by Wal-Mart in curing such default, plus an administrative fee equal to fifteen percent (15%) of such costs. Furthermore, Wal-Mart shall have the right, if such invoice is not paid within said ten (10)-day period, to record a lien on Tract 2 for the amount of the unpaid costs incurred by Wal-Mart and the administrative fee, together with accrued interest at a rate of eighteen percent (18%). In addition to Wal-Mart's self-help rights above, (i) if Murphy fails to perform upon the expiration of the cure period or (ii) if Murphy fails to perform upon the expiration of the cure period and Wal-Mart has to send the same or similar notice to Murphy for the same failure with regard to Tract 2 or any other tracts that Murphy owns adjacent to property owned by Wal-Mart similar to this Tract 2, Murphy shall pay to Wal-Mart an amount equal to Two Hundred Fifty (\$250.00) per day for each violation until the failure is corrected to Wal-Mart's satisfaction and subject to a maximum overall limitation of Fifteen Thousand (\$15,000.00) per day for all violations.

(c) In addition to the remedies set forth in this Agreement, each party entitled to enforce this Agreement shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any Person shall exclude any other remedy herein, by law or in equity, but each shall be cumulative, provided in no event shall Murphy be entitled to the right or remedy of self-help.

## 12. Eminent Domain.

(a) Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's Tract giving the public or any government any rights in said Tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas in the Tracts, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

(b) Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

(c) Tenant's Claim. Nothing in this Section 12 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

(d) Restoration Of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of

the Common Areas within its respective Tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

(e) Shared Accessway. In the event the Shared Accessway is the subject of any exercise of eminent domain or transfer in lieu thereof, Wal-Mart shall have the right to challenge such exercise of eminent domain or transfer in lieu thereof, at Wal-Mart's cost and expense. Murphy will use best efforts to provide Wal-Mart notice within ten (10) days upon the receipt of any such actions.

13. Rights And Obligations Of Lenders. Any holder of a first lien on any Tract, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

14. Release from Liability. Any person acquiring fee or leasehold title to any Tract shall be bound by this Agreement only as to the Tract (or portion thereof) acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Tract (or portion thereof), except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land. Notwithstanding any terms or conditions to the contrary, a successor-in-interest to Wal-Mart as to a portion, but not as to the whole, of Tract 1 shall be entitled to enforce only Sections 2(a), 2(c), 2(d) and 2(f) against Murphy, and no other sections herein.

15. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter. Notwithstanding any terms or conditions to the contrary, a successor-in-interest to Wal-Mart as to a portion, but not as to the whole, of Tract 1, shall be entitled to enforce only Sections 2(a), 2(c), 2(d) and 2(f) against Murphy, and no other sections herein.

16. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Murphy and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of the owner of Tract 1 and Tract 2.

17. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of the Tract 1, this Agreement shall not be subject to the doctrine of merger.

18. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

19. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document. The parties hereby consent and agree that the easements granted herein are the sole and exclusive easements between Tract 1 and Tract 2 and no easements shall be deemed to exist or have been granted by prior conduct, action, or relationship of the parties hereto or prior use of a Tract.

21. Transfer of Interests; Notices.

(a) Transfer of Interests. In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any tract subject to this Agreement, or any portion thereof, the Acquiring Party shall execute and file in the land records of Baldwin County, Alabama, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this Agreement, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Baldwin County, Alabama (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section, it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section regarding the recordation of the Notice Statement are satisfied with respect to Developer and Wal-Mart.

(b) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

Wal-Mart:

Wal-Mart Stores, Inc. (Store No. 2739)  
2001 S.E. 10<sup>th</sup> Street  
Bentonville, AR 72716  
Attention: Director of Realty Management

With a copy to:

Wal-Mart Stores, Inc. (Store No. 2739)  
2001 S.E. 10th Street  
Bentonville, AR 72716  
Attention: Director of Fueling Station Development

With a copy to:

Pamela S. Belleman, Esquire  
Troutman Sanders LLP  
1001 Haxall Point  
Richmond, Virginia 23219

Murphy:

Murphy Oil USA, Inc.  
200 Peach Street  
El Dorado, AR 71730  
Attention: Charles Ganus, President  
Murphy USA Marketing Company

With a copy to:

Murphy Oil USA, Inc.  
200 Peach Street  
El Dorado, AR 71730  
Attention: Hank Heithaus, Senior Vice President  
Murphy USA Marketing Company

With a copy to:

James M. Saxton, Esquire  
Friday, Eldredge & Clark, LLP  
400 West Capitol, Suite 2000  
Little Rock, AR 72201

John A. Gupton, III, Esquire  
Baker, Donelson  
211 Commerce, Suite 1000  
Nashville, TN 37201

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in a Tract said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the county recorder's office in the county in which Tract is located. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the county recorder's office in the county recorder's office in the county in which the Tract located. Until such time as the

notice of change is effective pursuant to the terms of this Section 21 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

22. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

23. Conflict. Tract 1 and Tract 2 may be subject to existing recorded Easements with Covenants and Restrictions Affecting Land (“Existing ECRs”), and such Existing ECRs shall remain in full force and affect.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*



IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

WAL-MART:

**WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust

By: [Signature]  
Roy Covert, Director of Fueling Station Development

Approved as to legal terms only by:

Wal-Mart Legal Department  
Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF ARKANSAS  
COUNTY OF BENTON

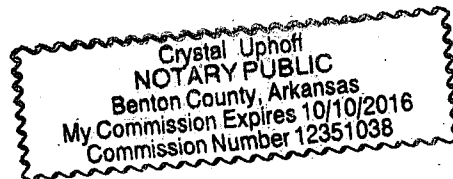
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Roy Covert, whose name as Director of Fueling Station Development of WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Director of Fueling Station Development and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand this 28 day of January, 2008.

[Signature]

Notary Public  
My Commission Expires:

(AFFIX NOTARY SEAL)



IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

MURPHY:

**MURPHY OIL USA, INC.**, a Delaware corporation

By: Charles Ganus  
Charles Ganus, Senior Vice President

**ACKNOWLEDGEMENT**

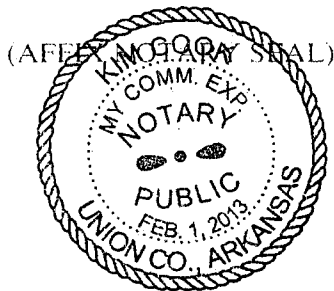
STATE OF ARKANSAS  
COUNTY OF UNION

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Charles Ganus, whose name as Senior Vice President of Murphy Oil USA, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 8 day of January, 2008.

Kim Cook

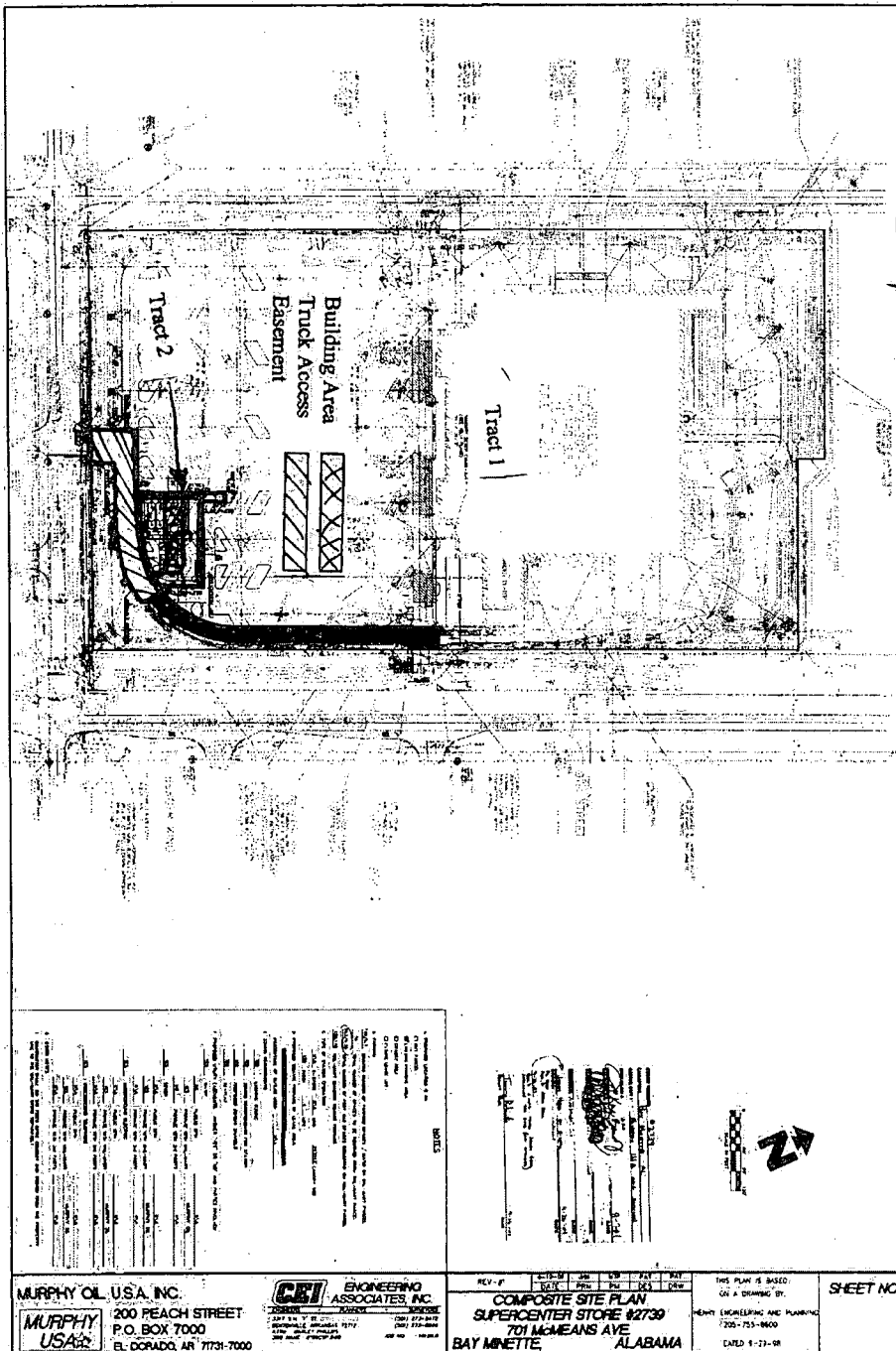
Notary Public  
My Commission Expires: 2-1-2013



# EXHIBIT "A"

Site Plan  
 Wal-Mart Store # 2739  
 Murphy Oil # 6735  
 Bay Minette, Alabama

*2739 Bay Minette*



## EXHIBIT "B"

### Tract 2

Wal-Mart Store # 2739

Murphy Oil # 6735

Bay Minette, Alabama

Lot 2, Wal-Mart Subdivision, as the same appears of record in Slide 0002369-F, in the Office of the Judge of Probate, Baldwin County, Alabama, more particularly described as follows:

All that tract or parcel lying and being in the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Bay Minette, Baldwin County, Alabama, and being more particularly described as follows:

Commence at the Northwestern right-of-way intersection of McMeans Avenue having a right-of-way width of 100 feet and West 7th Street having a right-of-way width of 100 feet; thence along the right-of-way of West 7th Street S65°58'03"W, a distance of 236.31 feet to an iron rod (set), said point being hereafter referred to as the True POINT OF BEGINNING; with and along said right-of-way S65°58'03"W, a distance of 22.00 feet to an iron rod (set); thence N23°44'30"W, a distance of 69.89 feet to a P.K. nail (found), said P.K.; thence N23°44'30"W, a distance of 120.15 feet to an iron rod (found); thence N66°15'30"E, a distance of 14.00 feet to an iron rod (found); thence S23°44'30"E, a distance of 38.54 feet to a P.K. nail (found); thence N66°15'31"E, a distance of 128.00 feet to a P.K. nail (found); thence S23°44'30"E, a distance of 51.90 feet to a P.K. nail (found); thence along a curve to the right having a radius of 160.90 feet, with a curve length of 102.09 feet, and a chord distance of 100.39 feet, whose bearing is S49°02'40"W to a P.K. nail (found); thence S66°15'30"W, a distance of 24.10 feet to a P.K. nail (set); thence S23°44'30"E, a distance of 69.78 feet to an iron rod (set) and being the True POINT OF BEGINNING.

Containing an Area of 12,780 Sq.Ft.±, or 0.29 Acres.

SP-23007, FBC Murphy USA Site Calculations

Subject Property Site Totals		12,780 ±ft <sup>2</sup>	0.29 ± acres
Site Use/Type	±Square Footage	Lot Coverage	Notes
Existing Structure(s)	2,801 ±ft <sup>2</sup>	21.91%	
Proposed Structure(s)	2,886 ±ft <sup>2</sup>	22.58%	
<b>Total Building Coverage</b>	<b>5,687 ±ft<sup>2</sup></b>	<b>44.50%</b>	
Existing Impervious Surface	5,698 ±ft <sup>2</sup>	44.59%	
Additional Impervious Surface	48 ±ft <sup>2</sup>	0.38%	
<b>Total Impervious Surface</b>	<b>11,433 ±ft<sup>2</sup></b>	<b>89.46%</b>	
<i>TOTAL Required Landscaped Minimum</i>	<i>1,917 ±ft<sup>2</sup></i>	<i>15.00%</i>	
TOTAL Existing Landscaped Area	1,395 ±ft <sup>2</sup>	10.92%	
TOTAL Proposed Landscaped Area	-48 ±ft <sup>2</sup>	-0.38%	
TOTAL Proposed Open Space/Natural Areas	0 ±ft <sup>2</sup>	0.00%	
<i>Required Front/Side Yard Landscaping</i>	<i>639.00 ±ft<sup>2</sup></i>	<i>5.00%</i>	
Existing Front/Side Yard Landscaping	1,028 ±ft <sup>2</sup>	8.04%	
Proposed Front/Side Yard Landscaping	1,028 ±ft <sup>2</sup>	8.04%	
Total Off-Street Parking Area	0 ±ft <sup>2</sup>	0.00%	
<i>Required Parking Landscaped Minimum</i>	<i>0 ±ft<sup>2</sup></i>	<i>10.00%</i>	
Proposed Parking Landscaped Area*	0 ±ft <sup>2</sup>	0.00%	
<b>Total Landscaped/Open Space Provided</b>	<b>1,347 ±ft<sup>2</sup></b>	<b>10.54%</b>	

# INSTITUTE OF TRANSPORTATION ENGINEERS COMMON TRIP GENERATION RATES (PM Peak Hour)

(Trip Generation Manual, 10th Edition)

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
<b>PORT AND TERMINAL</b>					
30	Intermodal Truck Terminal	1,000 SF GFA	1.72		
90	Park-and-Ride Lot with Bus Service	Parking Spaces	0.43		
<b>INDUSTRIAL</b>					
110	General Light Industrial	1,000 SF GFA	0.63		
130	Industrial Park	1,000 SF GFA	0.40		
140	Manufacturing	1,000 SF GFA	0.67		
150	Warehousing	1,000 SF GFA	0.19		
151	Mini-Warehouse	1,000 SF GFA	0.17		
154	High-Cube Transload & Short-Term Storage Warehouse	1,000 SF GFA	0.10		
155	High-Cube Fulfillment Center Warehouse	1,000 SF GFA	1.37		
156	High-Cube Parcel Hub Warehouse	1,000 SF GFA	0.64		
157	High-Cube Cold Storage Warehouse	1,000 SF GFA	0.12		
160	Data Center	1,000 SF GFA	0.09		
170	Utilities	1,000 SF GFA	2.27		
180	Specialty Trade Contractor	1,000 SF GFA	1.97		
<b>RESIDENTIAL</b>					
210	Single-Family Detached Housing	Dwelling Units	0.99		
220	Multifamily Housing (Low-Rise)	Dwelling Units	0.56		
221	Multifamily Housing (Mid-Rise)	Dwelling Units	→	0.44	0.18
222	Multifamily Housing (High-Rise)	Dwelling Units	→	0.36	0.19
231	Mid-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.36		
232	High-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.21		
240	Mobile Home Park	Dwelling Units	0.46		
251	Senior Adult Housing - Detached	Dwelling Units	0.30		
252	Senior Adult Housing - Attached	Dwelling Units	0.26		
253	Congregate Care Facility	Dwelling Units	0.18		
254	Assisted Living	1,000 SF GFA	0.48		
255	Continuing Care Retirement Community	Units	0.16		
260	Recreation Homes	Dwelling Units	0.28		
265	Timeshare	Dwelling Units	0.63		
270	Residential Planned Unit Development	Dwelling Units	0.69		
<b>LODGING</b>					
310	Hotel	Rooms	0.60		
311	All Suites Hotel	Rooms	→	0.36	0.17
312	Business Hotel	Rooms	0.32		
320	Motel	Rooms	0.38		
330	Resort Hotel	Rooms	0.41		
<b>RECREATIONAL</b>					
411	Public Park	Acres	0.11		
416	Campground / Recreation Vehicle Park	Acres	0.98		
420	Marina	Berths	0.21		
430	Golf Course	Acres	0.28		
431	Miniature Golf Course	Holes	0.33		

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
432	Golf Driving Range	Tees/Driving Positions	1.25		
433	Batting Cages	Cages	2.22		
434	Rock Climbing Gym	1,000 SF GFA	1.64		
435	Multi-Purpose Recreational Facility	1,000 SF GFA	3.58		
436	Trampoline Park	1,000 SF GFA	1.50		
437	Bowling Alley	1,000 SF GFA	1.16		
440	Adult Cabaret	1,000 SF GFA	2.93		
444	Movie Theater	1,000 SF GFA	6.17		
445	Multiplex Movie Theater	1,000 SF GFA	4.91		
452	Horse Racetrack	Seats	0.06		
454	Dog Racetrack	Attendees	0.15		
460	Arena	1,000 SF GFA	0.47		
462	Professional Baseball Stadium	Attendees	0.15		
465	Ice Skating Rink	1,000 SF GFA	1.33		
466	Snow Ski Area	Slopes	26.00		
473	Casino/Video Lottery Establishment	1,000 SF GFA	13.49		
480	Amusement Park	Acres	3.95		
482	Water Slide Park	Parking Spaces	0.28		
488	Soccer Complex	Fields	16.43		
490	Tennis Courts	Courts	4.21		
491	Racquet/Tennis Club	Courts	3.82		
492	Health/Fitness Club	1,000 SF GFA	3.45		
493	Athletic Club	1,000 SF GFA	6.29		
495	Recreational Community Center	1,000 SF GFA	2.31		
<b>INSTITUTIONAL</b>					
520	Elementary School	1,000 SF GFA	1.37		
522	Middle School / Junior High School	1,000 SF GFA	1.19		
530	High School	1,000 SF GFA	0.97		
534	Private School (K-8)	Students	0.26		
536	Private School (K-12)	Students	0.17		
537	Charter Elementary School	Students	0.14		
538	School District Office	1,000 SF GFA	2.04		
540	Junior / Community College	1,000 SF GFA	1.86		
550	University/College	1,000 SF GFA	1.17		
560	Church	1,000 SF GFA	0.49		
561	Synagogue	1,000 SF GFA	2.92		
562	Mosque	1,000 SF GFA	4.22		
565	Daycare Center	1,000 SF GFA	11.12		
566	Cemetery	Acres	0.46		
571	Prison	1,000 SF GFA	2.91		
575	Fire and Rescue Station	1,000 SF GFA	0.48		
580	Museum	1,000 SF GFA	0.18		
590	Library	1,000 SF GFA	8.16		

# INSTITUTE OF TRANSPORTATION ENGINEERS COMMON TRIP GENERATION RATES (PM Peak Hour)

(Trip Generation Manual, 10th Edition)

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
<b>MEDICAL</b>					
610	Hospital	1,000 SF GFA	0.97		
620	Nursing Home	1,000 SF GFA	0.59		
630	Clinic	1,000 SF GFA	→	3.28	5.18
640	Animal Hospital / Veterinary Clinic	1,000 SF GFA	3.53		
650	Free-Standing Emergency Room	1,000 SF GFA	1.52		
<b>OFFICE</b>					
710	General Office Building	1,000 SF GFA	→	1.15	0.87
712	Small Office Building	1,000 SF GFA	2.45		
714	Corporate Headquarters Building	1,000 SF GFA	0.60		
715	Single Tenant Office Building	1,000 SF GFA	1.74*		
720	Medical-Dental Office Building	1,000 SF GFA	3.46		
730	Government Office Building	1,000 SF GFA	1.71		
731	State Motor Vehicles Department	1,000 SF GFA	5.20		
732	United States Post Office	1,000 SF GFA	11.21		
733	Government Office Complex	1,000 SF GFA	2.82		
750	Office Park	1,000 SF GFA	1.07		
760	Research and Development Center	1,000 SF GFA	0.49		
770	Business Park	1,000 SF GFA	0.42		
<b>RETAIL</b>					
810	Tractor Supply Store	1,000 SF GFA	1.40		
811	Construction Equipment Rental Store	1,000 SF GFA	0.99		
812	Building Materials and Lumber Store	1,000 SF GFA	2.06		
813	Free-Standing Discount Superstore	1,000 SF GFA	4.33		
814	Variety Store	1,000 SF GFA	6.84		
815	Free Standing Discount Store	1,000 SF GFA	4.83		
816	Hardware / Paint Store	1,000 SF GFA	2.68		
817	Nursery (Garden Center)	1,000 SF GFA	6.94		
818	Nursery (Wholesale)	1,000 SF GFA	5.18		
820	Shopping Center	1,000 SF GFA	3.81	3.81	4.92
823	Factory Outlet Center	1,000 SF GFA	2.29		
840	Automobile Sales (New)	1,000 SF GFA	2.43		
841	Automobile Sales (Used)	1,000 SF GFA	3.75		
842	Recreational Vehicle Sales	1,000 SF GFA	0.77		
843	Automobile Parts Sales	1,000 SF GFA	4.91		
848	Tire Store	1,000 SF GFA	3.98		
849	Tire Superstore	1,000 SF GFA	2.11		
850	Supermarket	1,000 SF GFA	9.24		
851	Convenience Market (Open 24 Hours)	1,000 SF GFA	49.11		
853	Convenience Market with Gasoline Pumps	1,000 SF GFA	49.29		
854	Discount Supermarket	1,000 SF GFA	8.38		
857	Discount Club	1,000 SF GFA	4.18		
860	Wholesale Market	1,000 SF GFA	1.76		
861	Sporting Goods Superstore	1,000 SF GFA	→	2.02	1.65
862	Home Improvement Superstore	1,000 SF GFA	→	2.33	3.35
863	Electronics Superstore	1,000 SF GFA	4.26		

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location	
				General Urban/ Suburban	Dense Multi- Use Urban
864	Toy/Children's Superstore	1,000 SF GFA	5.00		
865	Baby Superstore	1,000 SF GFA	1.82		
866	Pet Supply Superstore	1,000 SF GFA	3.55		
867	Office Supply Superstore	1,000 SF GFA	2.77		
868	Book Superstore	1,000 SF GFA	15.83		
869	Discount Home Furnishing Superstore	1,000 SF GFA	1.57		
872	Bed and Linen Superstore	1,000 SF GFA	2.22		
875	Department Store	1,000 SF GFA	1.95		
876	Apparel Store	1,000 SF GFA	→	4.12	1.12
879	Arts and Craft Store	1,000 SF GFA	6.21		
880	Pharmacy / Drugstore without Drive-Through Window	1,000 SF GFA	8.51		
881	Pharmacy / Drugstore with Drive-Through Window	1,000 SF GFA	10.29		
882	Marijuana Dispensary	1,000 SF GFA	21.83		
890	Furniture Store	1,000 SF GFA	0.52		
897	Medical Equipment Store	1,000 SF GFA	1.24		
899	Liquor Store	1,000 SF GFA	16.37		
<b>SERVICES</b>					
911	Walk-In Bank	1,000 SF GFA	12.13		
912	Drive-In Bank	1,000 SF GFA	20.45		
918	Hair Salon	1,000 SF GFA	1.45		
920	Copy, Print, and Express Ship Store	1,000 SF GFA	7.42		
925	Drinking Place	1,000 SF GFA	11.36		
926	Food Cart Pod	Food Carts	3.08		
930	Fast Casual Restaurant	1,000 SF GFA	14.13		
931	Quality Restaurant	1,000 SF GFA	7.80		
932	High-Turnover (Sit-Down) Restaurant	1,000 SF GFA	→	9.77	9.80
933	Fast Food Restaurant without Drive-Through Window	1,000 SF GFA	28.34		
934	Fast Food Restaurant with Drive-Through Window	1,000 SF GFA	→	32.67	78.74
935	Fast Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 SF GFA	42.65		
936	Coffee/Donut Shop without Drive-Through Window	1,000 SF GFA	36.31		
937	Coffee/Donut Shop with Drive-Through Window	1,000 SF GFA	→	43.38	83.19
938	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SF GFA	83.33		
939	Bread / Donut / Bagel Shop without Drive-Through Window	1,000 SF GFA	28.00		
940	Bread / Donut / Bagel Shop with Drive-Through Window	1,000 SF GFA	19.02		
941	Quick Lubrication Vehicle Shop	1,000 SF GFA	8.70		
942	Automobile Care Center	1,000 SF GFA	3.11		
943	Automobile Parts and Service Center	1,000 SF GFA	2.26		
944	Gasoline / Service Station	1,000 SF GFA	109.27		
945	Gasoline / Service Station with Convenience Market	1,000 SF GFA	88.35		
947	Self Service Car Wash	Wash Stalls	5.54		
948	Automated Car Wash	1,000 SF GFA	14.20		
949	Car Wash and Detail Center	Wash Stalls	13.60		
950	Truck Stop	1,000 SF GFA	22.73		
960	Super Convenience Market/Gas Station	1,000 SF GFA	69.28		
970	Winery	1,000 SF GFA	7.31		

Note: All land uses in the 800 and 900 series are entitled to a "pass-by" trip reduction of 60% if less than 50,000 ft<sup>2</sup> or a reduction of 40% if equal to or greater than 50,000ft<sup>2</sup>.

\*From 9th edition, no PM peak hour in 10th

An area designated as **General Urban/Suburban** in the *Trip Generation Manual* is an area associated with almost homogeneous vehicle-centered access. Nearly all person trips that enter or exit a development site are by personal passenger or commercial vehicle.

The area can be fully developed (or nearly so) at low-medium density with a mix of residential and commercial uses. The commercial land uses are typically concentrated at intersections or spread along commercial corridors, often surrounded by low-density, almost entirely residential development. Most commercial buildings are located behind or surrounded by parking.

The mixing of land uses is only in terms of their proximity, not in terms of function. A retail land use may focus on serving a regional clientele or a services land use may target motorists or pass-by vehicle trips for its customers. Even if the land uses are complementary, a lack of pedestrian, bicycling, and transit facilities or services limit non-vehicle travel.

An area designated as **Dense Multi-Use Urban** in the *Trip Generation Manual* is a fully developed area (or nearly so), with diverse and complementary land uses, good pedestrian connectivity, and convenient and frequent transit. This area type can be a well-developed urban area outside a major metropolitan downtown or a moderate size urban area downtown.

The land use mix typically includes office, retail, residential, and often entertainment, hotel, and other commercial uses. The residential uses are typically multifamily or single-family on lots no larger than one-fourth acre. The commercial uses often have little or no setback from the sidewalk. Because the motor vehicle still represents the primary mode of travel to and from the area, there typically is on-street parking and often public off-street parking.

The complementary land uses provide the opportunity for short trips within the Dense Multi-Use Urban area, made conveniently by walking, biking, or transit. The area is served by significant transit (either rail or bus) that enables a high level of transit usage to and from area development.





PAN AMERICAN ENGINEERS

ALEXANDRIA • LOUISIANA  
318-473-2100 FAX 318-473-2275

Job No. 12544	Design by: SMG	Date: 9-21-23	Checked by:	Page 1	of 1
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Murphy USA  
Bay Minette, AL  
Trip Generation

▷ Pre development -

Walmart Supercenter = 158,650 st.

Land Use Code 960 - Super Convenience Market / Gas Station

69.2 Trips / 1,000 st.

$$\frac{69.2 \text{ Trips}}{1,000 \text{ st}} \times 158,650 \text{ st} = 10,978.58 \text{ Trips}$$

▷ Post development -

Walmart Supercenter = 10,978.58 Trips

Murphy Use Convenience Store = 1,400 st

Land Use Code 945 - Gasoline / Service Station / Convenience Market

88.35 Trips / 1,000 st.

$$\frac{88.35 \text{ Trips}}{1,000 \text{ st}} \times 1,400 \text{ st} = 123.69 \text{ Trips}$$

$$\Sigma = 11,102.27 \text{ Trips}$$

$$\text{Pre - Post development } \Delta = \frac{123.69}{11,102.27} = 1\%$$



# City of Bay Minette

## Planning & Development Services

### PLANNING COMMISSION STAFF ANALYSIS

Planning Commission Meeting: Date: October 12, 2023

Case Number: Z-23006

### APPLICATION SUMMARY

**Project Name:** Graham Property Rezoning  
**Property Location:** 1130 North US Highway 31  
**Property PID:** 05-23-02-10-1-000-038.001  
**Property PPIN:** 24297  
**Property Size:** 0.35± acres

**Requested Action:** Rezoning from M-2 General Industrial District to B-2, General Business District  
**Applicant:** Kathy L. Bryars  
**Property Owner:** Barbara Graham

Subject Properties	Zoning	Existing Land Use
Z-23006	M-2	Vacant – Former Convenience Store
Adjacent Property	Zoning	Existing Land Use
North	R-5, M-2	Manufactured Home Park
South	M-2	Single-Family Dwelling
East	M-2	Vacant / County Road 112
West	M-2	Vacant – Former Single-Family Dwelling

### SITE AND REQUEST SYNOPSIS

The subject property consists of 0.35± acres and is located on the south side of North US Highway 31, at the southwest intersection of County Road 112 and North US Highway 31. The subject property contains a vacant convenience store. The applicant is Kathy L. Bryars on behalf of the property owner Barbara A. Graham. The request is to rezone the subject property from M-2, General Industrial District to B-2, General Industrial District. The property is for sale and contains a vacant convenience store which the future owner would like to restore and reopen. Per Baldwin County Revenue records the existing structure is estimated to have been built in 1950 and used as a convenience store. The applicant/owner has a concurrent Special Exception approval request (SE-23002) for the adjacent property to the west to allow the future owner to restore the existing vacant single-family dwelling for residential use.

### ZONING DISTRICTS AND TABLE OF PERMITTED USES

#### CURRENT ZONING DISTRICT

**6.2.4 M-2 General Industrial District.** It is the intent of this district to provide opportunity for the location of industrial, manufacturing, processing, warehousing, or research and testing operations that, due to employment of heavy equipment or machinery or to the nature of the materials and processes employed, require special location and development safeguards to prevent pollution of the environment by noise, vibration, odors or other factors, and may also require extensive sites for storage and parking, may require extensive community facilities or generate heavy motor traffic. Access to major transportation facilities is usually needed. Locations should be in accordance with comprehensive plans and special review is required for some.

#### PROPOSED ZONING DISTRICT

**6.3.2 B-2, General Business District.** This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included.

#### TABLE OF PERMITTED USES

The proposed use and similar/related land uses from Section 8.10 Table of Permitted Uses are listed below. Opposite each land use, in the appropriate district column or columns, the letter “R” identifies those districts in which a particular land use is permitted by right and the letters “S” identifies those districts in which a particular land use is permitted only by special exception. The letter “P” identifies those uses that must be reviewed and approved by the Planning Commission.

Table of Permitted Uses and Conditions	R-A	R-1	R-2	R-3	R-4	R-5	B-1	B-2	M-1	M-2
Convenience Store								R	R	

**5.2 Words and Terms Defined**

**Convenience Store.** Any retail store of the 7-11, Circle K or Jr. Food Store variety providing self-service food, drink, tobacco, automobile fuel and other products for carry-out consumption, but not including bays, other than drive-through car washes, for automobile service or repair.

**RELATED COMPREHENSIVE PLAN STATEMENTS & STRATEGIES**

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The City’s Comprehensive Plan is a policy document that functions as the long-range plan for future growth and development. It identifies the goals, objectives, and strategies of the community, determined by its residents and property owners. City officials can use the document to make policies that effectively provide a coordinated approach for future growth. Though adopted by the City Planning Commission, the Plan is intended to provide guidance for future legal and policy decisions as determined by City Council and through analysis of existing and predicted conditions. The Plan also serves as the statutory basis for many of the City’s land use and subdivision regulations as well as the application of zoning districts, as zoning and future land use must be in accordance with the Comprehensive Plan. The Goals, Objectives, Statements and Strategies below are pulled from the Plan as they are deemed relevant to this specific application by Planning Staff.

**Introduction**

**Challenges of Growth:** An important challenge facing the City of Bay Minette is to determine how to effectively and equitably accommodate growth and development without adversely affecting the small town, rural character of the community. To aid in accomplishing this, development should be not only more compact and contiguous the closer to the center of the City, but it should also maximize the use of existing infrastructure and resources through redevelopment of the existing community whenever possible. This will help preserve the larger tracts of agricultural land that have been part of the City’s history and are associated with Bay Minette’s beauty.

**Population and Economy**

**Goal:** Create an atmosphere that will foster educational attainment to attract new industries and encourage the retention and expansion of existing industries.

**Objective:** Preserve the quality of life established to ensure that Bay Minette remains an attractive residential community and promote sound commercial development.

**Economic Analysis:** The City of Bay Minette has a strong and diversified economy. The City’s favorable economy derives largely from its strategic location and accessibility from the I-65 corridor and its geographical location along the State’s busiest tourist transportation corridor, Highway 59, the main route to the Gulf Coast beaches of Alabama. The City is the County Seat and this provides many employment opportunities through local government. The City is also host to numerous industrial and manufacturing employers, including Standard Furniture, Quincy Compressors, and Dental EZ, Inc. The following sections provide an overview of local economic indicators that guide future economic development.

**Objective:** Create an atmosphere in Bay Minette that fosters new industries and encourages the retention and expansion of existing industries.

**#2** City leaders and officials should partner and coordinate with other regional agencies and governments to foster an increase in commercial and industrial development in Bay Minette that will create a diversified local economy to bring more jobs to the community.

**#4** The City should establish areas to focus future industrial development to prevent this land use from being scattered throughout the community. The same should also be done for areas of the City with high concentrations of business and commercial land uses to implement appropriate future developments in type and scale. With commercial land uses, traditional clustered development with multiple types of land uses should be encouraged over more recent strip/sprawl patterns.

**#11** Update Bay Minette’s regulatory documents to encourage commercial infill of existing commercial lots by offering incentives as opposed to continued new commercial development along the Highway 59 corridor creating urban sprawl. Also require that all new developments and substantial rehabilitations submit landscaping plans in compliance with the local regulatory documents.

## Housing

**Goal:** Provide a wide variety of safe and attractive living environments for all socioeconomic groups.

**Statements:** “A community must foster continued maintenance, rehabilitation, and new construction of their housing stock to maintain the City’s sustainability.”

“With new growth and development comes the additional responsibility of protecting existing residential areas from encroachment of incompatible land uses, increased traffic congestion, and increased stress and damage to utility and storm water drainage systems. This Chapter emphasizes the importance of planning for future growth and development without compromising the character that makes Bay Minette unique.”

“Around 50 percent of Bay Minette’s housing stock was constructed between 1960 and 1989 (20 to 49 years old). Typically, this group of housing begins to show signs of deterioration and needs rehabilitation.”

“Future residential growth should utilize infill development techniques where possible to prevent residential sprawl away from the community’s core of commercial areas, schools, and pedestrian/public transit access. Creating isolated residential neighborhoods only adds stress to the public infrastructure including roads, water and sewer, and City services.”

“In order to maintain the rural, small-town character, new housing should be directed toward the center, more dense part of the City. The City should also try to avoid further subdivision of large agricultural/forested parcels on the outskirts and fringe area. These parcels should be reserved for very low density agricultural and timber uses.”

**#2** Preserve and maintain the rural, small town character of Bay Minette by implementing subdivision regulations that will not: result in environmental degradation; adversely affect rural/semi-rural areas; impair working agricultural and timberland operations.

**#3** Protect the quality of life in existing and new neighborhoods by implementing subdivision regulations that will: ensure the separation of incompatible land uses; preserve and/or create open spaces and landscaped areas; promote the connectivity of roads, schools, parks, and open spaces; require, where feasible, the installation of sidewalks throughout the development; and prevent stress on the existing public infrastructure and public services.

**#8** Rehabilitate existing substandard housing areas by encouraging rehabilitation of deteriorated properties and demolition of dilapidated structures.

## Land Use

**#3** Protect the quality of life of existing and new developments by implementing land use regulations that will: ensure the separation of incompatible land uses; preserve and/or create open spaces and landscaped areas with each new development; promote the connectivity of roads, schools, parks, and open spaces; require, where feasible, the installation of sidewalks throughout the development; and prevent stress on the existing public infrastructure and public services.

**#6** Ensure, through site plan review and/or subdivision plat review, that all types of land use developments have a design and scale compatible to adjoining properties and are buffered from different incompatible land uses and adverse impact due to encroachment.

## DEPARTMENT AND AGENCY COMMENTS

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*Due to the nature of the rezoning and lack of future use details, additional department/agency review may be required when developed.*

**North Baldwin Utilities** – No comments received.

**ALDOT** – No comments received.

**Bay Minette Public Works** – No comments received.

**City Engineering Consultants**

**Bay Minette Police Department** - No comments received.

**Civil: Tensaw Engineering, Benjamin White, P.E.** – N/A

**Bay Minette Fire Department** – No comments.

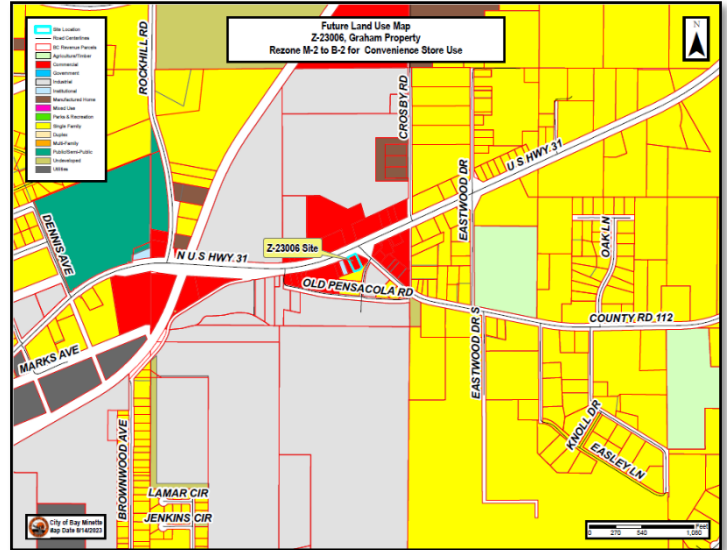
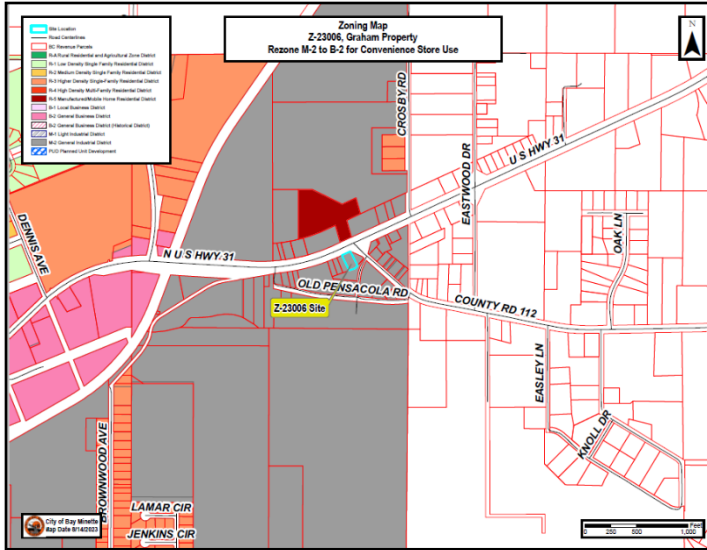
**Transportation: Neel-Schaffer, Shane Bergin, PE, PTOE, PTP, RSP1** – N/A

**Baldwin County E-911** – Verified 1130 North US Highway 31 address is correct.

# MAPPING

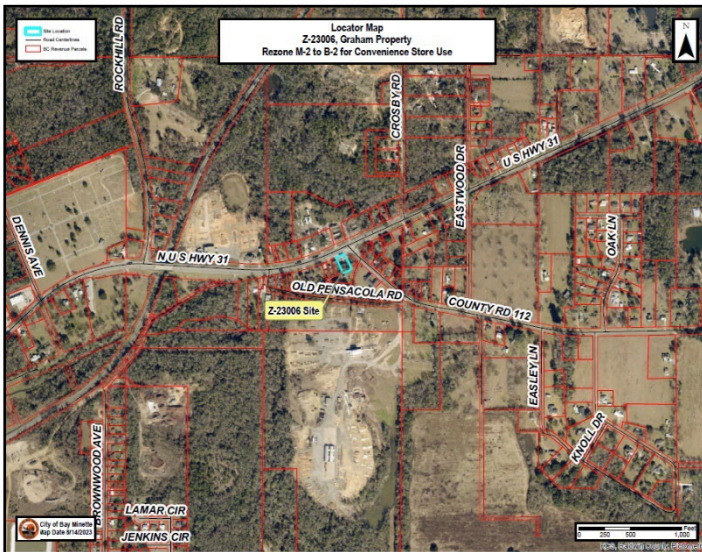
## Zoning Map

## Future Land Use Map



## Locator Map

## Site Map



# STAFF ANALYSIS

The following guidelines for reviewing zoning amendments are found in **Article 15 – Amendment** in the *Zoning Ordinance of the City of Bay Minette*. These factors are to be considered when an application is being reviewed for rezoning.

### 1.) Compliance with the Comprehensive Plan **COMPLIANT**

The subject property is designated as Commercial on the Future Land Use Map in the Comprehensive Plan. The adjacent properties to the north, west and east, are designated as Commercial. These properties front North US Highway 31 which is a Principal Arterial. The

property adjacent to the south is designated Residential with residential uses. The proposed rezoning of the subject property from Industrial to commercial district is compliant with Future Land Use Map.

**2.) Compliance with the standards, goals and intent of this ordinance *COMPLIANT***

The Zoning Ordinance was intended to promote the health, safety, convenience, order, prosperity, and general welfare of the residents; to lessen congestion in the street; to secure safety from fire, panic, and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, and parks; to facilitate initiation of the comprehensive plan, and other public requirements.

The proposed commercial use and renovation of the vacant convenience store fits within the promotion of health, safety, convenience, order, prosperity, and general welfare of the nearby property owners. The proposed commercial use is more analogous with the commercial designation on the Future Land Use Map than the current industrial zoning.

**3.) The character of the surrounding property, including any pending development activity *COMPLIANT***

The subject property has an existing vacant convenience store which is estimated to have been built in 1950 per Baldwin County Revenue records. The applicant/owner has a concurrent Special Exception approval request (SE-23002) for the adjacent property to the west. The request is to allow the future owner to restore the existing vacant single-family dwelling for residential use.

The property adjacent to the south is zoned industrial with residential use. The vacant property adjacent to the east is zoned Industrial. The property adjacent to the north across North US Highway 31 consists of a Manufactured Home Park and is zoned both industrial and Manufactured Home District. The commercial use of the subject property is more consistent with the proposed rezoning than the current Industrial zone.

**4.) Adequacy of public infrastructure to support the proposed development *COMPLIANT***

The Bay Minette Fire Department did not have any comments on the application and no comments were received from Bay Minette Police Department or North Baldwin Utilities in regard to the rezoning request. The site consists of a vacant convenience store with the necessary infrastructure existing. With the subject property fronting a principal arterial and intensity of existing uses, no major impacts are anticipated.

**5.) Impacts on natural resources, including existing conditions and ongoing post-development conditions *COMPLIANT***

No impacts are anticipated. The vacant structure is existing with the property fronting a principal arterial. The commercial use was established years ago and no major change in intensity is anticipated.

**6.) Compliance with other laws and regulations of the city *COMPLIANT WITH CONDITIONS***

The applicant will be required to submit a Land Use application and Building Permit application prior to any construction.

**7.) Compliance with other applicable laws and regulations of other jurisdictions *COMPLIANT WITH CONDITIONS***

The subject property sits within the city limits of Bay Minette and falls under the City's jurisdiction. The subject property fronts North US Highway 31 which may require access approval from the Alabama Department of Transportation. The underground storage tanks on the subject property may require inspections/permits from Federal and State Agencies.

**8.) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values *COMPLIANT***

Negative impacts are expected to be minimal as the subject property fronts a principal arterial and the structure is existing with only renovations proposed at this time.

**9.) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values *COMPLIANT***

Negative impacts are expected to be minimal. As previously stated, the subject property fronts a principal arterial. The renovation and occupancy of the existing vacant convenience store should be an asset to the surrounding area.

**10.) Other matters which may be appropriate**

The rezoning application is a stand-alone request that is not dependent on any additional zoning approvals. However, as previously stated, this applicant/owner has a concurrent application for Special Exception approval request (SE-23002) for the adjacent property to the west to allow the future owner to restore the existing vacant single-family dwelling for residential use.

## STAFF RECOMMENDATION

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***Recommendation:*** Based on the information submitted by the applicant, City Staff and Consultant input and the analysis above, staff recommends that the *Planning Commission submit a recommendation of approval to the City Council for the rezoning request from the M-2, General Industrial District to B-2, General Business District.*

## PLANNING COMMISSION ACTION

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For rezoning applications, the Planning Commission holds a public hearing and sends an advisory recommendation to the City Council, who makes the final decision. The Planning Commission has the option to:

- Make a recommendation for approval of the request to the City Council as presented.
- Make a recommendation for approval of the request with conditions to the City Council.
- Make a recommendation for denial to the City Council, with stated factors for the denial.
- Table the request due to a lack of information.

*15.2.6 Limitation on resubmittal. No application for a zoning map amendment shall be considered within 365 days from a final decision on a previous application for the same or similar parcel of land. An application may be withdrawn without prejudice prior to the public hearing being open by the city council. A request to withdraw an application shall be made in writing.*



# City of Bay Minette

## Re-zoning Application

Case No.: Z-23006  
Fee- \$500 + \$10/Certified Letter  
Date Paid: \_\_\_\_\_  
Paid:  Credit Card  Cash  
 Check- No. \_\_\_\_\_

301 D'Olive Street · Bay Minette, Alabama 36507

Phone (251) 580-1650 · COBM\_Planning@cityofbayminetteal.gov

Are you the property owner?  YES  NO

*\*If you are not the property owner, you must submit an Owner Authorization Form signed by the property owner*

Applicant Name: Kathy L. Bryars Date: 08/22/23

Mailing Address: P.O. Box 306

City: Bay Minette State: Alabama Zip Code: 36507

Telephone Number: 251-423-1416 Email: kathybryars@gmail.com

### Site Information

Property Owner Name: Barbara Graham Phone Number: 251-656-4068

Property Address: 1130 U.S. Highway 31 N. Bay Minette, AL 36507

Parcel/PPIN #: 24297

Area of Property, Sq. Ft., or Acres: 0.35 acres

Present Zoning: M-2 Requested Zoning: B-2

Reason for Request/ Intended use of property: Selling the property; convenience store/gas station

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this rezoning and that no refund of these fees will be made. I have reviewed a copy of the applicable zoning regulations and understand that I must be present on the date of the meeting. I understand and authorize City Staff to conduct site visits, as needed in relation to this request.

Signature: Kathy L. Bryars Date: 08/22/23

### Submittal Requirements

- Application
- Fee
- Agent Authorization Form (if applicant is not the owner)
- Survey or boundary map showing exact dimensions of the property to be rezoned
- Legal description of property





# City of Bay Minette Agent Authorization Form

<b>Office Use Only</b>
Case No.: _____

I/We hereby appoint and designate Kathy L. Bryars ("Agent") to act as my/our-agent in all matters concerning this application/permit which relates to property described as tax parcel PPIN#24297 and 66138. I/We understand that the scope of the agency designation granted herein is general in nature and includes, without limitation, all decision-making authority relating to submittals, status, conditions, or withdrawal of this application/permit. To the fullest extent permitted under Alabama law, I/we release and agree to hold the City of Bay Minette harmless from and against any liability resulting from acts or omissions of our Agent. I/We warrant and certify to the City of Bay Minette that I/we are the owner(s) of the real property identified herein, and that I/we have fully authority to make the agency designation herein. I/We further certify that the information stated on and submitted with this application/permit is true and correct. I also understand that the submittal of incorrect information will result in the revocation of this application/permit and any work performed will be at the risk of the applicant. I understand further that any changes which vary from the approved plans will result in the requirement of a new application/permit.

*\*NOTE: All correspondence will be sent to the authorized Agent. It will be the Agent's responsibility to keep the owner(s) adequately informed as to the status of the application.*

### **PROPERTY OWNER(S)**

Barbara Graham

Name(s) - Printed

2401 Bradley Avenue

Mailing Address

Bay Minette, AL

City/State

251-656-4068

Phone

*Barbara Graham*

Email

07/19/23

Signature(s)

Date

### **AUTHORIZED AGENT**

Kathy L. Bryars

Name(s) - Printed

P.O. Box 306

Mailing Address

Bay Minette, AL

City/State

251-423-1416

kathybryars@gmail.com

Phone

Email

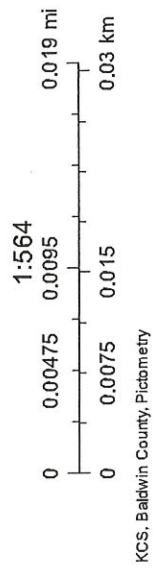
*Kathy L. Bryars*

07/19/23

Signature(s)

Date

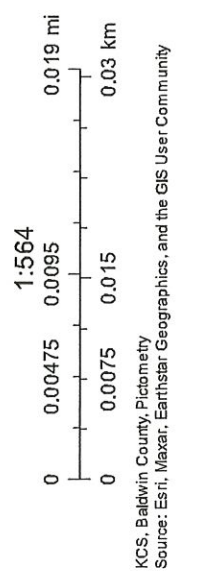
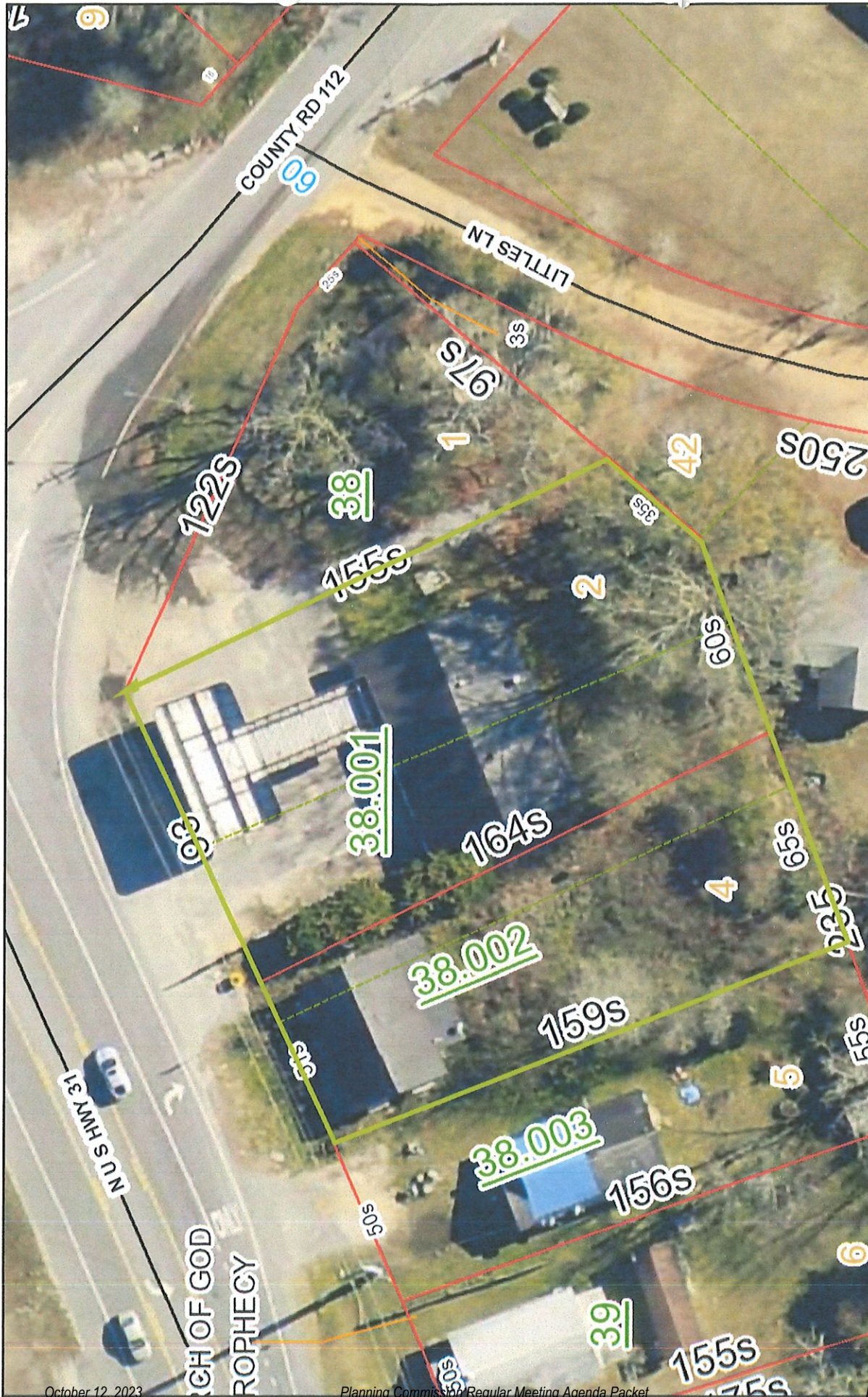
Viewer Map



August 22, 2023

- Misc
- Parcels
- Centerlines
- Coastal Control Line
- County Boundary
- Lot Lines
- Conflicts

# Viewer Map



KCS, Baldwin County, Pictometry  
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

- July 17, 2023
- polylineLayer**
- Override 1
- Misc
- Parcels
- Centerlines
- Coastal Control Line
- Lot Lines
- Conflicts
- County Boundary

# UST/AST RELEASE INCIDENT SUMMARY

## General Information

**UST/AST Release Incident Number:** UST98-07-19  
**Facility I.D. Number/ Incident Site Name:** 11987-003-003200 (FMR. SKEETS PIT STOP (MIKE POWELL))

**Site Address:**  
1130 HWY 31 (ST RD 112) BAY MINETTE,AL

**Owner Contact Name:** DOUG WHITE  
**Owner Name:** PETROLEUM ENGINEERING & CONSTRUCTION  
**Owner Address:** P O BOX 942 ATMORE,AL 36504

## Release Incident Status

**NOV/NOR Issuance Date:** 09/09/1998  
**Status of Investigaton/ Cleanup:** Open Incident

## ADEM Contact Information:

**Project Manager:** Dorothy Malaier (INACTIVE)  
**Project Manager Phone Number:** 3342705613  
**Project Manager Email:** dsm@adem.alabama.gov

**EXHIBIT A**

**Lots 2, 3, and 4 in Block 3, in a subdivision of the Southeast Quarter of the Northeast Quarter of Section 10, Township 2 South, Range 3 East, according to the official map or plat thereof recorded in Map Book 1 at page 122, Baldwin County, Alabama.**



# City of Bay Minette

## Planning & Development Services

### PLANNING COMMISSION STAFF ANALYSIS

Board of Adjustment Meeting Date: October 12, 2023

Case Number: SE-23002

### APPLICATION SUMMARY

**Project Name:** Graham Property Residential Use Request  
**Property Location:** 1124 North US Highway 31  
**Property PID/PPIN:** 05-23-02-10-1-000-038.002 // 66138  
**Property Size:** .22± acres // 9,583.2± sq ft

**Requested Action:** Special Exception to allow a residential use for an existing structure  
**Applicant:** Kathy L. Bryars  
**Property Owner:** Barbara A. Graham

Subject Property	Zoning	Existing Land Use
SE-23002	M-2	Vacant, Residential
Adjacent Property	Zoning	Existing Land Use
North	M-2 / R-5	Non-conforming Mobile Home Park
South	M-2	Single Family Residential
East	M-2	Vacant Convenience Store / Service Station
West	M-2	Single Family Residential

### SITE AND REQUEST SYNOPSIS

The subject property, which consists of one parcel containing approximately .22± acres, is located on the south side of North US Highway 31, west of the County Road 112 and North US Highway 31 intersection. The applicant is Kathy L. Bryars on behalf of the property owner Barbara A. Graham. The request is for Special Exception approval to allow residential use on the M-2, General Industrial District zoned property. The property is for sale and contains an abandoned single-family dwelling which the future owner would like to restore for residential use. Per Baldwin County Revenue Commission records the existing structure is estimated to have been built in 1950 on the approximately 9,583.2+/- square foot lot. The applicant/owner has a concurrent rezoning request (Z-23006) for the adjacent property to the east to be rezoned from M-2, General Industrial District to B-2, General Business District to allow the vacant structure on the property to be restored back to a convenience store.

### ZONING DISTRICT AND TABLE OF PERMITTED USES

#### ZONING DISTRICT

**6.4.2 M-2, General Industrial District.** It is the intent of this district to provide opportunity for the location of industrial, manufacturing, processing, warehousing, or research and testing operations that, due to employment of heavy equipment or machinery or to the nature of the materials and processes employed, require special location and development safeguards to prevent pollution of the environment by noise, vibration, odors or other factors, and may also require extensive sites for storage and parking, may require extensive community facilities or generate heavy motor traffic. Access to major transportation facilities is usually needed. Locations should be in accordance with comprehensive plans and special review is required for some.

#### TABLE OF PERMITTED USES

The proposed use and similar/related land uses from Section 8.10 Table of Permitted Uses are listed below. Opposite each land use, in the appropriate district column or columns, the letter “R” identifies those districts in which a particular land use is permitted by right and the letters “S” identifies those districts in which a particular land use is permitted only by special exception. The letter “P” identifies those uses that must be reviewed and approved by the Planning Commission.

Table of Permitted Uses and Conditions	R-A	R-1	R-2	R-3	R-4	R-5	B-1	B-2	M-1	M-2
Dwelling, one-family.	R	R	R	R	R	R	S	S	S	S

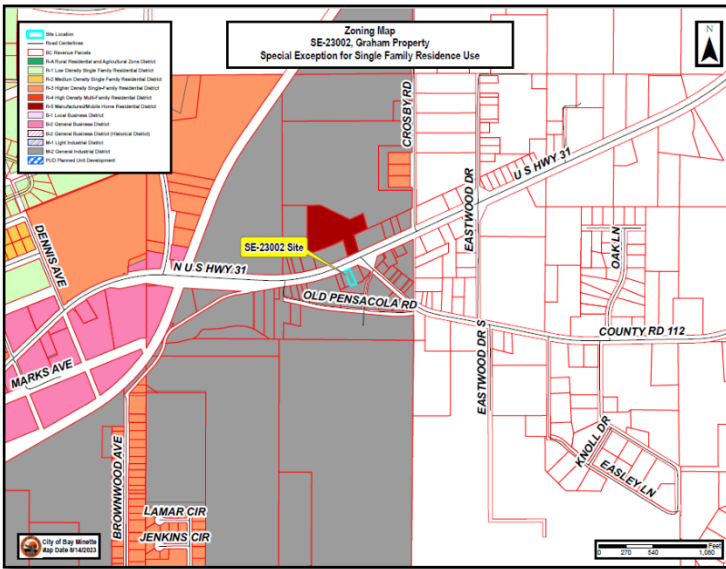
# DEPARTMENT AND AGENCY COMMENTS

North Baldwin Utilities – No comments received.  
 Bay Minette Public Works – No comments received.  
 Bay Minette Police Department – No comments received.  
 Bay Minette Fire Department – No comments received.  
 Baldwin County E-911 – Verified 1124 North US Highway 31 as the correct address.

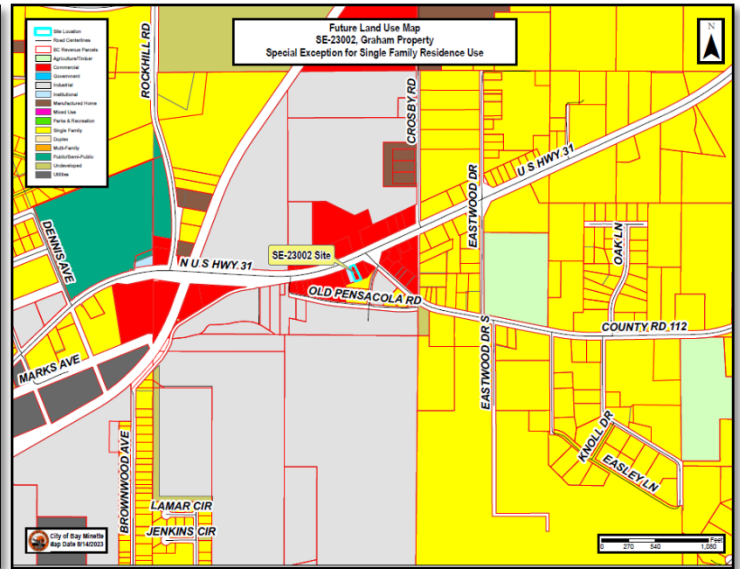
ALDOT – No comments received.  
 City Engineering Consultants  
 Civil: Tensaw Engineering, Benjamin White, P.E. – No comments received.  
 Transportation: Neel-Schaffer, Shane Bergin, PE, PTOE, PTP, RSP1 – No comments received.

## MAPPING

### Zoning Map



### Future Land Use Map



### Locator Map



### Site Map



## STAFF ANALYSIS

The following standards for reviewing special exception requests are found in **Section 14.4 Establishment and Membership of the Board of Adjustment** of the *Zoning Ordinance of the City of Bay Minette*. These factors are to be considered when an application is being reviewed for a Special Exception request. The Planning Commission will review the request against the criteria below and submit an advisory recommendation to the Board of Adjustment. The BOA shall review the request against the criteria below and, after a public hearing, make the final decision only upon the concurring vote of four Board members.

### 1.) Compliance with the Comprehensive Plan **COMPLIANT**

The property is designated as Commercial on the Future Land Use Map as are the adjacent properties fronting North US Highway 31 in the immediate vicinity with the exception of the adjacent property to the west being designated as Industrial. However, the adjacent property to the south is designated as Single Family on the Future Land Use Map and the manufactured/mobile home park directly across the street on the north side of North US Highway 31 is designated as Commercial on the Future Land Use Map.

### 2.) Compliance with any other approved planning document **NOT APPLICABLE**

N/A

### 3.) Compliance with the standards, goals and intent of this ordinance **COMPLIANT**

The Zoning Ordinance was intended to promote the health, safety, convenience, order, prosperity, and general welfare of the residents; to lessen congestion in the street; to secure safety from fire, panic, and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, and parks; to facilitate initiation of the comprehensive plan, and other public requirements.

The City of Bay Minette Zoning Ordinance allows the use of a one-family dwelling as a Special Exception in the M-2, General Industrial District in which the subject parcel is zoned. The proposed use is compatible with the surrounding property based on the previous use and current existing adjacent uses.

### 4.) The character of the surrounding property, including any pending development activity **COMPLIANT**

The subject property is adjacent to existing single-family residences to the south and an existing manufactured/mobile home park to the north across North US Highway 31. The parcel adjacent to the west of the subject property contains a single-family dwelling. To the southeast is the intersection of North US Highway 31 and County Road 112. The single-family dwellings fronting the east side of County Road 112 are currently zoned M-2, General Industrial District but the future land use designation is Commercial. The west side of County Road 112 consists of single-family dwellings and a church. Those parcels are also currently zoned M-2, General Industrial District. The future land use designation for the parcel containing the church is Industrial and the Future Land Use Map designation for the properties containing dwellings is single-family.

### 5.) Adequacy of public infrastructure to support the proposed development **COMPLIANT**

Impacts on public infrastructure are expected to be nominal. The parcel fronts North US Highway 31 which is regulated by the Alabama Department of Transportation. The Bay Minette Fire Department stated they had no comments on the application. No comments were received from the Bay Minette Police Department or North Baldwin Utilities.

### 6.) Impacts on natural resources, including existing conditions and ongoing post-development conditions **COMPLIANT**

The renovation of an existing single-family structure for residential use is expected to have nominal impacts on natural resources.

### 7.) Compliance with other laws and regulations of the City **COMPLIANT WITH CONDITIONS**

The applicant will be required to submit a Land Use application and Building Permit application prior to any construction.

### 8.) Compliance with other applicable laws and regulations of other jurisdictions **COMPLIANT WITH CONDITIONS**

The subject property sits within the city limits of Bay Minette and falls under the City's jurisdiction. The subject property fronts North US Highway 31 which may require access approval from the Alabama Department of Transportation.

### 9.) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values **COMPLIANT**

Negative impacts are expected to be minimal as this property is adjacent to residential use and the structure is existing with only renovations proposed.



10.) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values

**COMPLIANT**

As stated previously, negative impacts are expected to be minimal as the proposed use is residential and the construction will consist of renovations to an existing structure.

11) Overall benefit to the community **COMPLIANT**

The proposed use is residential, and there is a need for need for housing in the community that this proposal can help alleviate. The renovation and occupancy of the vacant structure will be an asset to the area.

12.) Compliance with sound planning principles **COMPLIANT**

The intent of this ordinance, among others, is to provide for the orderly development of the city, in order to promote the health, safety, convenience, order, prosperity and general welfare of the residents. This proposed use is compatible with the surrounding property and uses. The existing zoning designation allows for the use through the Special Exception process and no obvious reasons for denial have surfaced.

13.) Compliance with the terms and conditions of any zoning approval **NOT APPLICABLE**

N/A

14.) Any other matter relating to the health, safety and welfare of the community **NOT APPLICABLE**

N/A

15.) Other matters which may be appropriate **COMPLIANT WITH CONDITIONS**

If approved, the applicant will be required to submit a Land Use and Building Permit prior to any construction.

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### STAFF RECOMMENDATION

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Based on the information submitted by the applicant, City Staff and Consultant input and the analysis above, staff recommends the Special Exception request for the one-family dwelling use be **Recommended to the Board of Adjustment for Approval**.

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### PLANNING COMMISSION ACTION

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For Special Exception applications, the Planning Commission makes an advisory recommendation to the Board of Adjustment who makes the final decision after a public hearing. The Planning Commission has the option to:

- Make a recommendation for approval of the request to the Board of Adjustment as presented
- Make a recommendation for approval of the request with conditions to the Board of Adjustment
- Make a recommendation for denial to the Board of Adjustment, with stated factors for the denial.
- Table the request due to a lack of information.

14.4.2.2(f) Limitation on resubmittal. An application for the same parcel of land shall not be submitted within 365 days of the final decision of the Board of Adjustment. Any application may be withdrawn without prejudice prior to the opening of the hearing by the Board of Adjustment. All notices to withdraw shall be submitted in writing.



# City of Bay Minette

## Special Exception Application

301 D'Olive Street · Bay Minette, Alabama 36507

Phone (251) 580-1650 · COBM\_Planning@cityofbayminetteal.gov

Office Use Only	
SE -	<u>23002</u>
Fee:	\$300 + \$10 per Certified Letter
Paid:	<input type="checkbox"/> Cash <input type="checkbox"/> Credit Card
	<input checked="" type="checkbox"/> Check - # <u>22-040339513</u>
Date Paid:	<u>9/12/23</u>

Are you the property owner?  Yes    No  
(If you are not the property owner you must submit an Agent Authorization Form signed by the property owner)

Name: Kathy L. Bryars Date: 8/24/23  
Mailing Address: PO Box 306  
City: Bay Minette State: AL Zip Code: 36507  
Phone Number: 251-423-1416 Email: KathyBryars@gmail.com

### Site Information

Property Address: 1124 US Hwy 31 N. Bay Minette AL  
or Property Location: \_\_\_\_\_

\*Parcel No.: \_\_\_\_\_ \*PPIN No. 66138  
*\*Parcel or PPIN information must be completed*

Current Zoning: M-2

The purpose of this Special Exception is to allow:  
Single Family Residence

What grounds or conditions exist to warrant the approval of the Special Exception?  
*\*Special Exception ordinance excerpt and review criteria is included in packet*  
There is an existing single Family Residence on the property

I, the undersigned applicant, understands that payment of these fees does not entitle me to approval of this Special Exception and that no refund of these fees will be made. I have reviewed a copy of the applicable zoning regulations and understand that I must be present on the date of the meeting. I understand and authorize City Staff to conduct site visits, as needed, in relation to this request.  
Kathy L Bryars 8/24/23  
Signature of Applicant (Owner of Property or Authorized Agent) Date

- Submittal Requirements
- Application
  - Fee
  - Agent Authorization Form (if applicant is not the owner)
  - Complete Legal Description of Property
  - Plot Plan or Survey – indicating any existing structures, proposed structures, and setbacks from property lines.



# City of Bay Minette Agent Authorization Form

Office Use Only  
Case No. SE-23002

I/We hereby appoint and designate Kathy L. Bryars ("Agent") to act as my/our-agent in all matters concerning this application/permit which relates to property described as tax parcel PPIN#24297 and 66138. I/We understand that the scope of the agency designation granted herein is general in nature and includes, without limitation, all decision-making authority relating to submittals, status, conditions, or withdrawal of this application/permit. To the fullest extent permitted under Alabama law, I/we release and agree to hold the City of Bay Minette harmless from and against any liability resulting from acts or omissions of our Agent. I/We warrant and certify to the City of Bay Minette that I/we are the owner(s) of the real property identified herein, and that I/we have fully authority to make the agency designation herein. I/We further certify that the information stated on and submitted with this application/permit is true and correct. I also understand that the submittal of incorrect information will result in the revocation of this application/permit and any work performed will be at the risk of the applicant. I understand further that any changes which vary from the approved plans will result in the requirement of a new application/permit.

*\*NOTE: All correspondence will be sent to the authorized Agent. It will be the Agent's responsibility to keep the owner(s) adequately informed as to the status of the application.*

### PROPERTY OWNER(S)

Barbara Graham

Name(s) - Printed

2401 Bradley Avenue

Mailing Address

Bay Minette, AL

City/State

251-656-4068

Phone

Email

*Barbara Graham*

07/19/23

Signature(s)

Date

### AUTHORIZED AGENT

Kathy L. Bryars

Name(s) - Printed

P.O. Box 306

Mailing Address

Bay Minette, AL

City/State

251-423-1416

kathybryars@gmail.com

Phone

Email

*Kathy L. Bryars*

07/19/23

Signature(s)

Date

Lot 4, and the West 7' of Lot 3, Block 3 in a subdivision of the Southeast Quarter of the Northeast Quarter of Section 10, Township 2 South Range 3 East according to the official or plat thereof recorded in Map Book 1 at page 122, Baldwin County.

STATE OF ALABAMA  
COUNTY OF BALDWIN

**WARRANTY DEED**

Know All Men by These Presents: That for and in consideration of Ten Dollars, to the undersigned Grantor, DECOLA G. YOUNG, a single woman, in hand paid by, Grantee, GEORGE DENNY GRAHAM, SR. a married man, the said Grantor, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, in fee simple, the following described real property located in Baldwin County, Alabama, to-wit:

Lot four (4), and the West seven (7) feet of lot three (3) in block 3 of the E.G. Miller, Subdivision, a part of the Southeast Quarter of the Northeast Quarter of Section 10, Township 2 South, Range 3 East, according to the official map or plat of said subdivision which is recorded in Map Book 1, page 122, Baldwin County, Alabama records in the Office of the Judge of Probate.

**SUBJECT TO:**

Any and all Restrictive Covenants, reservations, easements, rights of way, if any, of record in the Office of the Judge of Probate, Baldwin County, Alabama.

PREVIOUS DEED REFERENCE: Real Property Book 414, Page 1996.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining:

To Have and to hold unto the Grantee and his heirs and assigns forever.

And, except as to the above and the taxes hereafter falling due, the said GRANTOR, her personal representatives, successors and assigns, do hereby covenant with the said GRANTEE, his heirs, personal representatives, successors, and assigns, that the GRANTOR, is seized of an indefeasible estate in fee simple in and to said property; that she has a good and lawful right to sell and convey the same; that said property is free and clear from all encumbrances and that the GRANTOR does hereby WARRANT and WILL FOREVER DEFEND the title to the said property unto the GRANTEE and unto his heirs, personal representatives, successors and assigns, against the lawful claim of all persons, whomsoever.

In Witness Whereof, she has hereunto set her hands and seals, this 11 day of May, 2012.

  
\_\_\_\_\_  
DECOLA G. YOUNG

BALDWIN COUNTY, ALABAMA  
TIM RUSSELL PROBATE JUDGE  
Filed/cert. 5/11/2012 10:04 AM  
DEED TAX \$ 10.00  
TOTAL \$ 22.00  
2 Pages

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