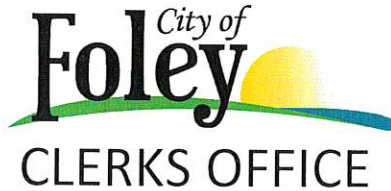


407 E. Laurel Ave.
Foley, AL 36535
251-943-1545
Fax (251-952-4014
www.cityoffoley.org



Kathryn A. Taylor, MMC ^{4BCC} ^{RC} ^{CH}
CITY CLERK
Fay Krehling ^{Planning Admin.}
ADMINISTRATIVE ASSISTANT

April 11, 2023

Ron Cink
County Administrator
312 Courthouse Square, Suite 12
Bay Minette, AL. 36507

Baldwin County
Administration Department
Received: April 14, 2023
By:

RE: David Green/ Creek Ridge, LLC Annexation

Dear Administrator:

You are receiving this letter informing you of any annexations pursuant to the Code of Alabama, 1975, Section 11-42-7. Enclosed is a copy of one annexation for the following:

David Green/Creek Ridge, LLC— Tax Map Parcel # 05-61-01-12-0-060-000, PPIN# 72378;
05-62-03-07-0-001-024.000, PPIN#45500; 05-61-01-12-0-000-058.000, PPIN# 15501

The proposed zoning is PUD (Planned Unit Development). There are 0 homes or businesses on this property.

If you have any questions regarding this item please feel free to contact me at 251-943-1545 or email at ktaylor@cityoffoley.org.

Sincerely,

Kathryn Taylor, MMC
City Clerk

This Instrument Prepared By:



City of Foley, AL

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 4/ 4/2023 9:04 AM
TOTAL \$ 94.00
28 Pages

2055726

Signature Copy

Ordinance: 23-2004-ORD



407 E. Laurel Avenue
Foley, AL 36535

File Number: 23-0111

Enactment Number: 23-2004-ORD

AN ORDINANCE APPROVING PETITION FOR ANNEXATION AND BRINGING
PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF FOLEY OWNED BY DAVID
GREEN

WHEREAS, on the 15th day of February, 2023, Creek Ridge, LLC on behalf of David Green, being the owner(s) of all the real property did file with the City Clerk a petition asking that the said tract(s) or parcel(s) of land be annexed to and become a part of the City of Foley, and

WHEREAS, said petition did contain the signatures of all the owners of the described territory and a map of said property showing its relationship to the corporate limits of the City of Foley, and

WHEREAS, the governing body did determine that it is in the public interest that said property be annexed to the City of Foley and it did further determine that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, 1975;

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

Section 1. The Council of the City of Foley, Alabama, finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City, and the citizens of the affected area, to bring the territory described in Section 2 of this ordinance into the City of Foley.

Section 2. The boundary lines of the City of Foley, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Foley, Alabama, and in addition thereto the following described territory, to-wit:

Parcel # 05-61-01-12-0-060.000, PIN 72378; Parcel # 05-62-03-07-0-001-024.000, PIN 45500 and Parcel 05-61-01-12-0-000-058.000 PIN 45501

Section 3. This property will go to the Planning Commission at a later date for the initial zoning. Petitioners request a zoning of PUD (Planned Unit Development).

Section 4. This ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the

Probate Judge of Baldwin County, Alabama.

Section 5. The territory described in this ordinance shall become a part of the corporate limits of Foley, Alabama, upon publication of this ordinance as required by law.

PASSED, APPROVED AND ADOPTED this 20th day of March 2023.



President's Signature

J.W. Trussell

Date

3-20-23

Attest by Clerk

Kathryn Taylor

Date

3-20-23

Mayor's Signature

Joe Bee

Date

3/20/23

"I certify that the foregoing Ordinance was published in the Baldwin Times, a newspaper of general circulation in the City of Foley, in its issue of Friday, March 31, 2023."

Kathryn Taylor

Kathryn Taylor, MMC
City Clerk



PETITION FOR ANNEXATION

We, the undersigned PETITIONERS, owners of the property described in the attached Exhibit A and as delineated on the map attached as Exhibit B, such property being outside the corporate limits of the City of Foley, Alabama, but which is now, or at the time this petition is acted upon will be, contiguous to the said corporate limits, and such property not lying within the corporate limits of any other municipality, do by these presents hereby petition the City of Foley, a municipal corporation, that said property be annexed into the City of Foley, Alabama pursuant to the authority of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS further petition that the Honorable Mayor and City Council of the City of Foley, Alabama, set a date for the hearing of this petition and adopt an ordinance annexing such property.

We, the undersigned PETITIONERS also ask that the Honorable Mayor and City Council of the City of Foley, Alabama, do all things necessary and requisite to comply with the terms of Section 11-42-21 of the Code of Alabama (1975).

We, the undersigned PETITIONERS understand that we will have no right to vote in any elections which we would be entitled to vote in as a result of this proposed annexation until the annexation is pre-cleared by the United States Department of Justice pursuant to section 5 of the Voting Rights Act of 1965, as amended.

Dated this 15th day of Feb., 2023

[Signature]
Petitioner's Signature
Robert D Anderson
managing member Creek Ridge, LLC

Petitioner's Signature

STATE OF ALABAMA
BALDWIN COUNTY

On this 15th day of Feb, 2023, before me personally appeared [Signature], to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

[Signature]
NOTARY PUBLIC
My Commission Expires
LISA E. PETERS
My Commission Expires
September 11, 2023

STATE OF ALABAMA
BALDWIN COUNTY

On this ___ day of ___, 20___, before me personally appeared [Signature], to me known and known to me to be the person who executed the foregoing instrument, and who, sworn and under oath, acknowledged that he/she executed the same as his/her own free act and deed, with full knowledge of the contents thereof.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT TO PETITION

PETITIONER(S) REQUEST PROPERTY BE INITIALLY ZONED AS FOLLOWS:

- R-1A Residential Single Family
- R-1B Residential Single Family
- R-1C Residential Single Family
- R-1D Residential Single Family
- R-1R Restricted Residential Single Family
- R-2 Residential Single Family & Duplex
- R-3 Residential Multi Family
- R-4 Residential Single Family & Duplex
- GPH-1 Residential Garden-Patio Homes
- TH-1 Residential Townhouses
- MH-1 Residential Mobile Home Park/Subdivision
- OSP Open Space/Reservation District
- PDD Planned Development District
- PUD Planned Unit Development
- PID Planned Industrial District
- B-1 Central Business District
- B-1A Commercial Extended Business District
- B-2 Commercial Neighborhood Business District
- B-3 Commercial Local Business District
- PO Preferred Office District
- M-1 Light Industry
- A-O Agriculture Open Space
- H Overlying area of Historic District

PLEASE SELECT ONE OF THE ABOVE. IF YOU HAVE ANY QUESTIONS REGARDING THE REQUESTED ZONING, PLEASE CALL THE ZONING OFFICE AT 251-943-4011.

Initial Zoning Fee \$250.00 - check payable to the City of Foley due at time of submission.

Number of homes currently located on the property being annexed 0

Number of occupants Adults _____ Race _____

Number of businesses currently located on the property being annexed 0

(If more than one business on property, print information on back.)

Name of business _____

Owner's Name _____

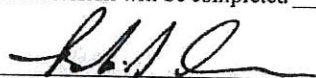
Mailing Address _____

If property is undeveloped, have plans been submitted to Planning Commission?

Yes

If yes, state estimated date the development or subdivision will be completed _____

No



 Petitioner's Signature Date
 Robert D Anderson
 managing member Creek Ridge, LLC

 Petitioner's Signature Date

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

- 1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Creek Ridge LLC.

- 2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

- 3. The name of the registered agent (only one agent): Robert D Anderson 251-979-2533

Street (no PO Boxes) address of registered office (must be located in Alabama):

23901 Goodwyn Ct Foley, AL 36535

*COUNTY of above address: BALDWIN

Mailing address in Alabama of registered office (if different from street address):

- 4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-045-425 DLL
Date 10/20/2022
Time 09:10:00
File \$100.00
County \$100.00
Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

Series LLC complying with Title 10A, Chapter 5A, Article 11

Professional LLC complying with Title 10A, Chapter 5A, Article 8

Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 10 / 20 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 9 : 10 AM or PM. (cannot be noon or midnight – 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 20 / 2022
Date (MM/DD/YYYY)

Robert D Anderson

Signature as required by 10A-5A-2.04

Managing Member

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

OPERATING AGREEMENT

Creek Ridge, LLC

An Alabama Member-Managed Limited Liability Company

THIS OPERATING AGREEMENT is made and entered into effective 11/11/2022 2022, by and among: Robert D Anderson, Christopher E Peters, Coastal Commercial LLC, Harlin Ventures LLC, John Malcolm Fleming, Jeffery Stephen Lawrence Green and J3 Investments, LLC.

_____ (collectively referred to in this agreement as the "Members").

SECTION 1

THE LIMITED LIABILITY COMPANY

1.1 **Formation.** Effective 10/20/2022 (Month Day, Year), the Members form a limited liability company under the name Creek Ridge, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to Title 10A, Chapter 5A (State Law) of the State of Alabama (the "Act"). The Members agree to file with the appropriate agency within the State of Alabama charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 **Name.** The business of the Company will be conducted under the name Creek Ridge, LLC., or such other name upon which the Members may unanimously agree.

1.3 **Purpose.** The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Alabama.

1.4 **Office.** The Company will maintain its principal business office within the State of Alabama at the following address:

23901 Goodwyn Ct, Foley, Al 36535

1.5 **Registered Agent.** Robert D Anderson is the Company's initial registered agent in the State of Alabama, and the registered office is 23901 Goodwyn Ct, Foley, Al 36535

1.6 **Term.** The term of the Company commences on 11/14/2022 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 **Names and Addresses of Members.** The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior written consent of a Majority Interest of the Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in any pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigation other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with

such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority in Interest of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 **Organization Expenses.** All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 **Salary.** No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority in Interest of the Members.

6.3 **Legal and Accounting Services.** The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority in Interest of of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the

sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

8.3.1 The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

8.3.2 The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determine on a per capita basis to admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 Death Buy Out. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the

death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's

death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 **Dissolution.** The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of

Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Alabama (without regard to principles of conflicts of law).

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 **Further Effect.** The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 **Severability.** If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 **Captions.** The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 **Notices.** All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Robert D Anderson
Printed/Typed Name
Coastal Commercial, LLC c/o David Green
Printed/Typed Name
Harlin Ventures, LLC c/o Daniel C Harlin
Printed/Typed Name

Robert D Anderson dotloop verified 11/14/22 10:19 AM CST BTUH-ELLS-J1NQ-3MSX
Signature
David Green dotloop verified 11/14/22 3:40 PM CST ZALU-EW47-C9GY-X9TD
Signature
Daniel C Harlin dotloop verified 11/14/22 12:25 PM CST NMBM-COCG-HI6I-SASR
Signature

Christopher E Peters
Printed Name

Christopher E Peters dotloop verified 11/14/22 1:11 PM EST KYYG-DJVS-BOKY-Y27T
Signature

John Malcolm Fleming
Printed Name

John M Fleming dotloop verified 11/14/22 1:57 PM CST DHT2-662X-NPZL-ZLQX
Signature

Jeffery Stephen Lawrence Green
Printed Name

Jeffery Stephen Lawrence Green dotloop verified 11/14/22 1:23 PM CST 0WOG-IBHM-ZWWZ-MZHQ
Signature

J3 Investments, LLC c/o Jeffrey Henderson








Jeffrey Henderson dotloop verified 11/14/22 1:25 PM CST ZLE4-MANM-SNKA-IJSS

Listing of Members - Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR Creek Ridge, LLC

LISTING OF MEMBERS

As of the 14th day of November, 2022, the following is
a list of Members of the Company:

NAME	ADDRESS	
Robert D Anderson	23901 Goodwyn Ct Foley, Al 36535	 11/14/22 11:50 AM CST dotloop verified
Christopher E Peters	23847 Goodwyn Ct Foley, Al, 36535	 11/14/22 1:11 PM EST dotloop verified
Coastal Commercial, LLC C/O David Green	11241 Access Dr Ste A Foley, Al 36535	 11/14/22 3:40 PM CST dotloop verified
Harlin Ventures, LLC C/O Daniel C Harlin	512 Walnut St New Orleans, LA 70118	 11/14/22 12:25 PM CST dotloop verified
John Malcolm Fleming	280 Juniper Creek Dr Brewton, Al 36426	 11/14/22 1:57 PM CST dotloop verified
Jeffery Stephen Lawrence Green	127 LA Highway 22 E Unit W20 Madisonville, LA 70447	 11/14/22 1:23 PM CST dotloop verified
13 Investments, LLC C/O Jeffrey Henderson	13340 Florida Blvd Livingston, LA 70754	 11/14/22 1:25 PM CST dotloop verified

Listing of Capital Contributions - Schedule 2
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Creek Ridge, LLC.
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is to be \$ 690,000.00. The description and each individual portion of this initial contribution is as follows:

NAME	CONTRIBUTION	% OWNERSHIP
Robert D Anderson	\$ 138,000.00	20
Christopher E Peters	\$ 103,500.00	15
Coastal Commercial, LLC	\$ 89,700.00	13
Harlin Ventures, LLC	\$ 89,700.00	13
John Malcolm Fleming	\$ 89,700.00	13
Jeffery Stephen Lawrence Green	\$ 89,700.00	13
J3 Investments, LLC	\$ 89,700.00	13
Total	\$ 690,000.00	100

RDA
11/14/22
11:50 AM CST
dotloop verified

CEP
11/14/22
1:11 PM EST
dotloop verified

CC
11/14/22
3:40 PM CST
dotloop verified

RV
11/14/22
12:25 PM CST
dotloop verified

JMF
11/14/22
1:51 PM CST
dotloop verified

J3
11/14/22
1:23 PM CST
dotloop verified

JH
11/14/22
1:25 PM CST
dotloop verified

Listing of Valuation of Members Interest - Schedule 3
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Creek Ridge, LLC.
VALUATION OF MEMBERS INTEREST

Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME	VALUATION ENDORSEMENT
Robert D Anderson	\$ 138,000.00
Christopher E Peters	\$ 103,500.00
Coastal Commercial, LLC	\$ 89,700.00
Harlin Ventures, LLC	\$ 89,700.00
John Malcolm Fleming	\$ 89,700.00
Jeffery Stephen Lawrence Green	\$ 89,700.00
J3 Investments, LLC	\$ 89,700.00










Exhibit A

Instrument prepared by: Andrew R. McKinney McKinney & Associates, P.C. Post Office Box 2999 Gulf Shores, AL 36547 (251) 967-2166	Title commitment provided by: Professional Land Title, Inc. 3479-A Gulf Shores Pkwy Gulf Shores, AL 36542 (251) 968-2700
---	--

REAL ESTATE SALES VALIDATION

The following information is provided pursuant to Code of Alabama §40-22-1 (1975) and is verified by the signature of the Grantor below.

Grantor: DOWNEY COMPANY, L.L.C.
Mailing Address: 330 Mallery St., St. Simons Island, GA 31522
Grantee: CREEK RIDGE LLC
Mailing Address: 23901 Goodwyn Ct, Foley AL 36535
Property Address: 0 CLARKE RIDGE RD., FOLEY, AL 36535
Date of Sale: 11-18-22
Value (§40-22-1): \$ 2,400,000.00

The purchase price or actual value can be verified in the following documentary evidence:
___ Appraisal ___ Sales Contract Closing Statement ___ County Tax Valuation
___ Other ___

STATE OF ALABAMA)
COUNTY OF BALDWIN)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that DOWNEY COMPANY, L.L.C., hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day cash in hand paid to said Grantor by CREEK RIDGE LLC, an Alabama limited liability company, hereinafter referred to as Grantee, receipt of which is hereby acknowledged, the said Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, in fee simple, subject to the provisions contained in this Warranty Deed, all that real property situated in Baldwin County, Alabama, described as follows, to-wit:

PARCEL A:

Commencing at the Intersection of the West right-of-way of Clarke Ridge Road (80' R/W) and the North right-of-way of Whiddon Court (50' R/W); thence along the said North line of Whiddon Court a bearing of N88°51'26"W for 247.73 feet; thence S00°50'37"W for 49.88 feet to the Northwest corner of Lot 8 of the resubdivision of Lot 75 through 84 of Wolf Bay Estates, Unit 5, recorded in Map Book 11, page 83; thence a bearing of S00°29'27"W for 533.50 feet to the Southwest corner of Lot 5 of said resubdivision; thence N89°25'34"W for 232.10 feet to a point on the East line of subdivision known as Glenlakes, Unit One, Phase 3B; thence along said East line a bearing of N22°47'29"W for 304.27 feet to the Northeast corner of said subdivision; thence continuing a bearing of N22°47'29"W for 456.68 feet; thence S75°39'58"W for 102.12 feet; thence N24°57'03"E for 366.09 feet; to the South right-of-way of Clarke Ridge Road (80' R/W); thence along said right-of-way the following bearings and distances: S78°58'15"E for 384.27 feet; thence along a curve length of 245.68 feet with a radius of 370.79 feet (C.B.=S59°59'20"E, CHD.=241.21'); thence a bearing of S41°00'29"E for 100 feet; thence along a curve length of 180.61 feet with a radius of 305.56 feet (C.B.=S24°06'20"E, CHD.=177.99') to the North right-of-way of Whiddon Court and the Point of Beginning. Said Parcel of land situated in Section 12, T-8-S, R-4-E, and containing 10.71 acres more or less.

PARCEL B:

Commencing at the S.E. Corner of Section 12, T-8-S, R-4-E; thence along East line of said Section a bearing of N01°36'03"E for 19.66 feet to a point on the North right-of-way of County Road 12 (90' R/W) for the Point of Beginning; thence along said North right-of-way a bearing of N89°41'43"W for 1022.57 feet to the East right-of-

way of Clarke Ridge Road (80' R/W); thence along said East right-of-way a bearing of N00°31'45"E for 713.21 feet; thence along a curve length of 267.16 feet with a radius of 996.44 feet (C.B.= N08°17'02"E, CHD.=266.36'); thence along a reverse curve length of 263.90 feet with a radius of 401.54 feet (C.B.=N04°21'31"W, CHD.=259.18'); thence departing from said right-of-way a bearing of N86°23'55"E for 359.56 feet; thence S03°33'35"E for 20.05 feet; thence N86°24'43"E for 161.51 feet; thence N25°44'43"E for 283.00 feet, more or less, to the South Bank of Wolf Bay; thence generally along said South Bank the following bearings and distances: S61°53'40"E for 270.71 feet; thence S43°24'02"E for 112.06 feet; thence S31°44'17"E for 337.98 feet; thence N79°24'25"E for 47.56 feet; thence N07°13'48"W for 162.90 feet; thence N60°34'51"E for 22.34 feet; thence S71°49'33"E for 220.43 feet; thence S05°28'27"E for 61.46 feet; thence departing from said South Bank of Wolf Bay a bearing of S51°16'26"W for 488.01 feet; thence S02°05'07"W for 69.68 feet; thence S01°31'14"W for 688.54 feet back to the Point of Beginning Said parcel of land situated in both Section 12, T-8-S, R-4-E, and in Section 7, T-8-S, R-5-E, and containing 37.73 acres, more or less.

Being the same property conveyed to Grantor in Instrument 557087, Baldwin County, Alabama, Probate Records and as described in plat of survey by Fleming Engineering, dated October 26, 2022, Project No. 2022-08-06.

SUBJECT TO THE FOLLOWING 40' INGRESS AND EGRESS EASEMENT:

Commencing at the S.E Corner of Section 12, T-8-S, R-4-E; thence along East line of said Section a bearing of N01°36'03"E for 19.66 feet to a point on the North right-of-way of County Road 12 (90' R/W); thence along said North right-of-way a bearing of N89°41'43"W for 1022.57 feet to the East right-of-way of Clarke Ridge Road (80' R/W); thence along said East right-of-way a bearing of N00°31'45"E for 713.21 feet; thence along a curve length of 267.16 feet with a radius of 996.44 feet (C.B.=N08°17'02"E, CHD.=266.36'); thence along a reverse curve length of 263.90 feet with a radius of 401.54 feet (C.B.=N04°21'31"W, CHD.=259.18') to the Point of Beginning; thence departing from said right-of-way a bearing of N86°23'55"E for 359.56 feet; thence S03°33'35"E for 40.00 feet; thence S86°23'55"W for 347.60 feet to the East right-of-way of Clarke Ridge Road (80' R/W); thence along said East right-of-way a curve length of 41.76 feet with a radius of 401.54 feet (C.B.=N20°12'25"W, CHD.=41.74") back to the Point of Beginning.

Conveyance of the above described property and all covenants and warranties of the Grantors contained herein, whether express, implied or statutory, are made subject to the following:

1. Taxes for the current year, and subsequent years, which are not yet due and payable.
2. Prior reservations to all oil, gas and mineral rights, and all rights in connection therewith.
3. Subject to any portion of subject property lying within road rights of way.
4. Oil, gas and mineral lease by William P. Whiddon and Venice D. Whiddon, husband and wife, to A.P. Ogburn, Jr., recorded April 2, 1976, in Deed Book 490, page 186.
5. Assignment of Oil and gas lease by A.P. Ogburn, Jr., to Amoco Production Company, recorded October 20, 1976, in Deed Book 501, page 601.
6. Rights of others in and to the use of the 40' ingress and egress easement. (Parcel B)
7. Rights of other parties, the United States of America or State of Alabama, in and to the shore, littoral or riparian rights to the property described above lying adjacent to Wolf Bay and Pond. (Parcel B)

Recording references herein are to the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated. Any reference above to restrictive covenants omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin as provided in 42 U.S.C. § 3604, unless and only to the extent that the covenant

TOGETHER WITH ALL AND SINGULAR the rights, tenements, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, and the successors and assigns of said Grantee, in fee simple, FOREVER.

And, except as to the above and taxes hereafter falling due, which are assumed by the Grantee, the Grantor, for the Grantor, and for the successors and assigns of the Grantor, COVENANT AND WARRANT to and with the said Grantee, and the successors and assigns of said Grantee, that the Grantor is seized of an indefeasible estate in fee simple in and to said real property, and has a good and lawful right to sell and convey the said real property; that the Grantor is in quiet and peaceable possession of said real property; and that said real property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and the Grantor does WARRANT AND WILL FOREVER DEFEND the title to said real property, and the possession of said real property, unto the said Grantee, and the successors and assigns of said Grantee, against the lawful claims and demands of all persons whomsoever.

THE SCRIVENER OF THIS INSTRUMENT REPRESENTS NEITHER GRANTOR(S) NOR GRANTEE(S) CONTAINED HEREIN AND RECOMMENDS EACH PARTY RETAIN INDEPENDENT LEGAL COUNSEL TO REVIEW SAID DOCUMENT.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 14th day of November, 2022.

DOWNEY COMPANY, L.L.C.

✓ William Clarke Downey
By: William Clarke Downey
Its: Managing Member

STATE OF GA)
COUNTY OF Colquhoun)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WILLIAM CLARKE DOWNEY, whose name as Managing Member of DOWNEY COMPANY, L.L.C., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such Managing Member, executed the same voluntarily and on behalf of said company, on the day the same bears date.

Given under my hand and official seal this 14th day of November, 2022.


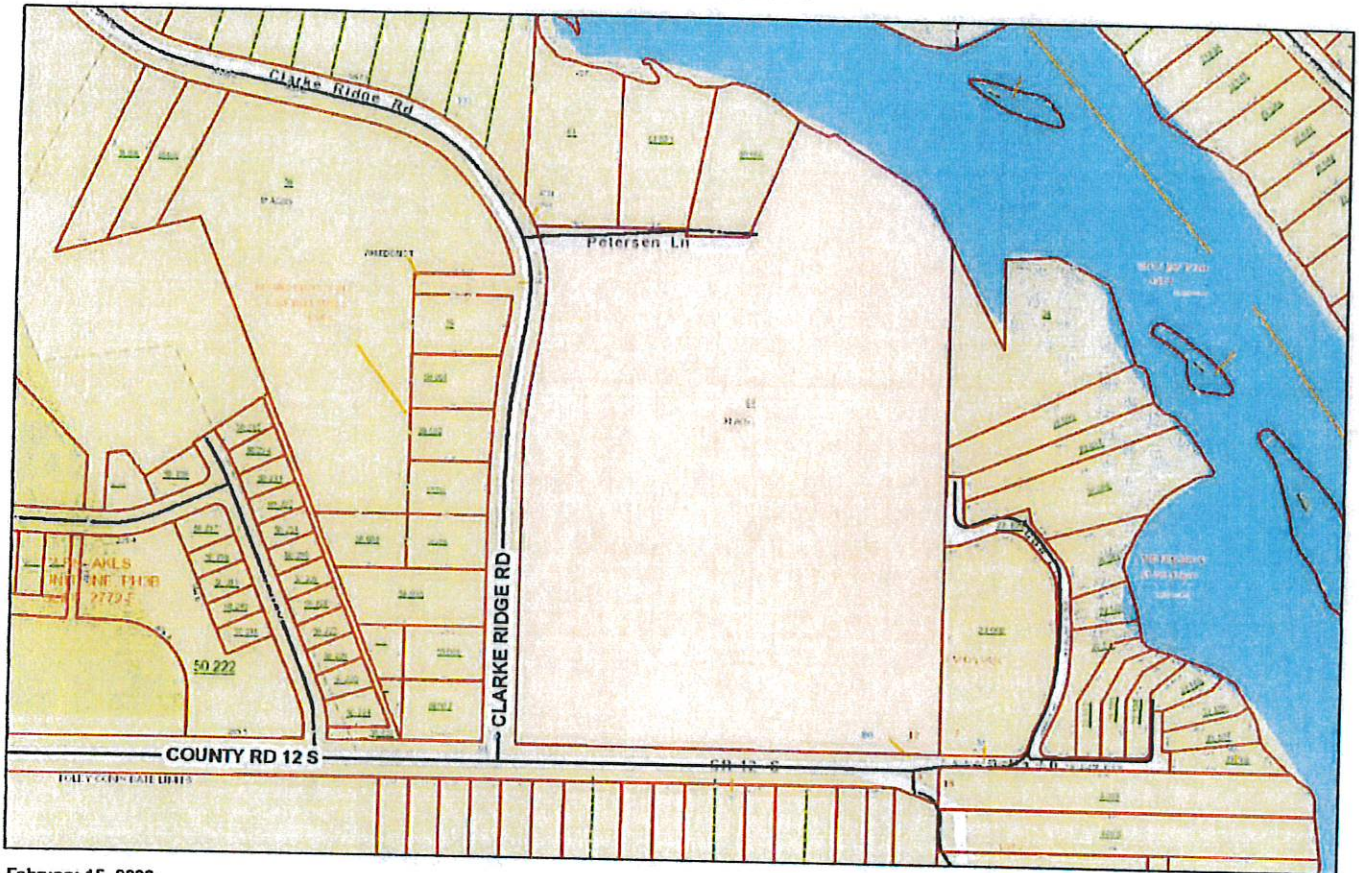
Shirley J Rasch
Notary Public
My Commission expires: _____


Exhibit B #72378



February 15, 2023

- | | | |
|--|---|--|
| polygonLayer | Parcels | Lot Lines |
| Override 1 | Centerlines | Conflicts |
| Misc | Coastal Control Line | County Boundary |

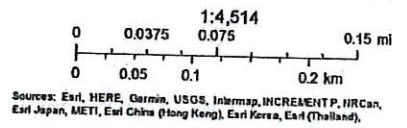
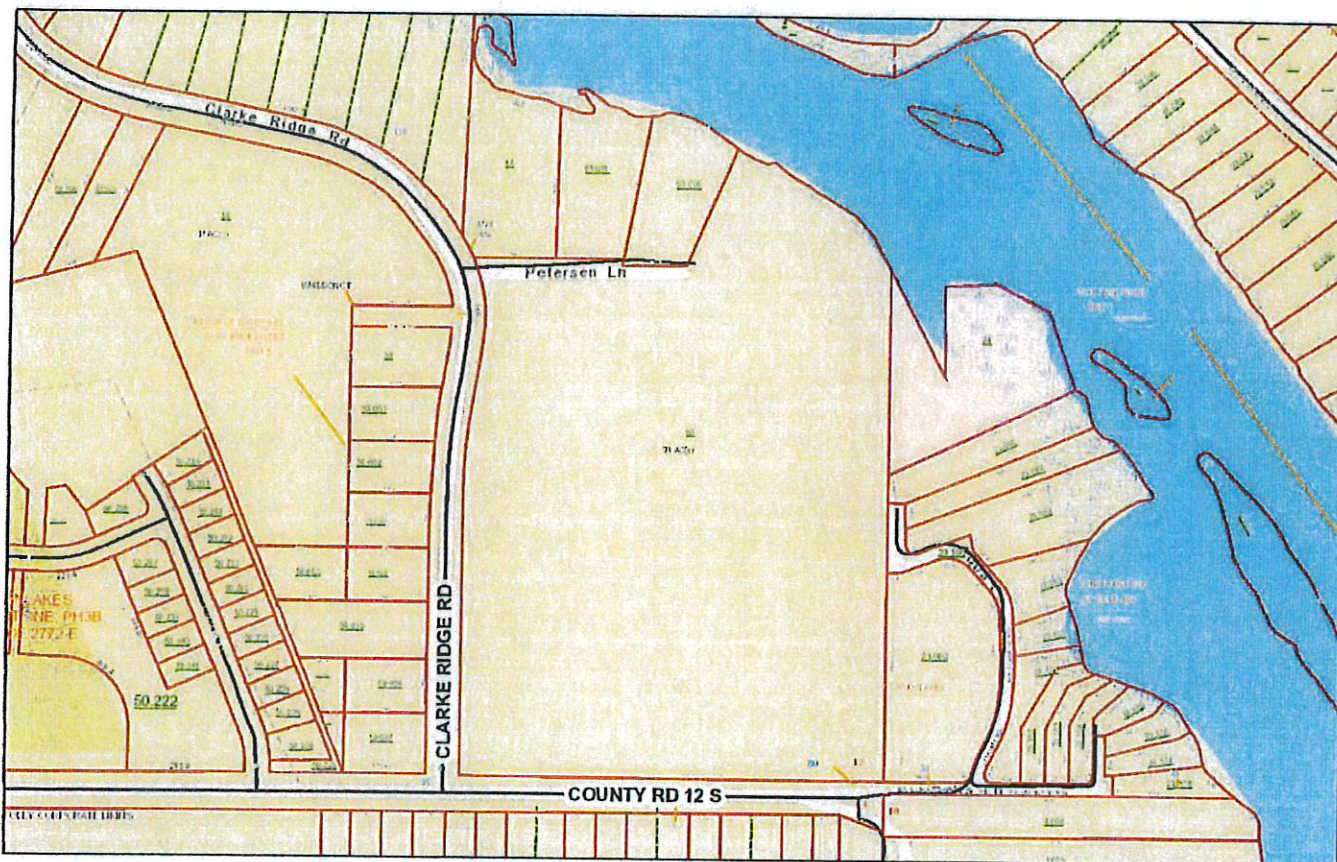


Exhibit B #45500



February 15, 2023

polygonLayer

Override 1

Misc

Parcels

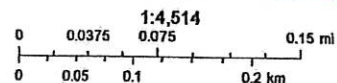
Centerlines

Coastal Control Line

Lot Lines

Conflicts

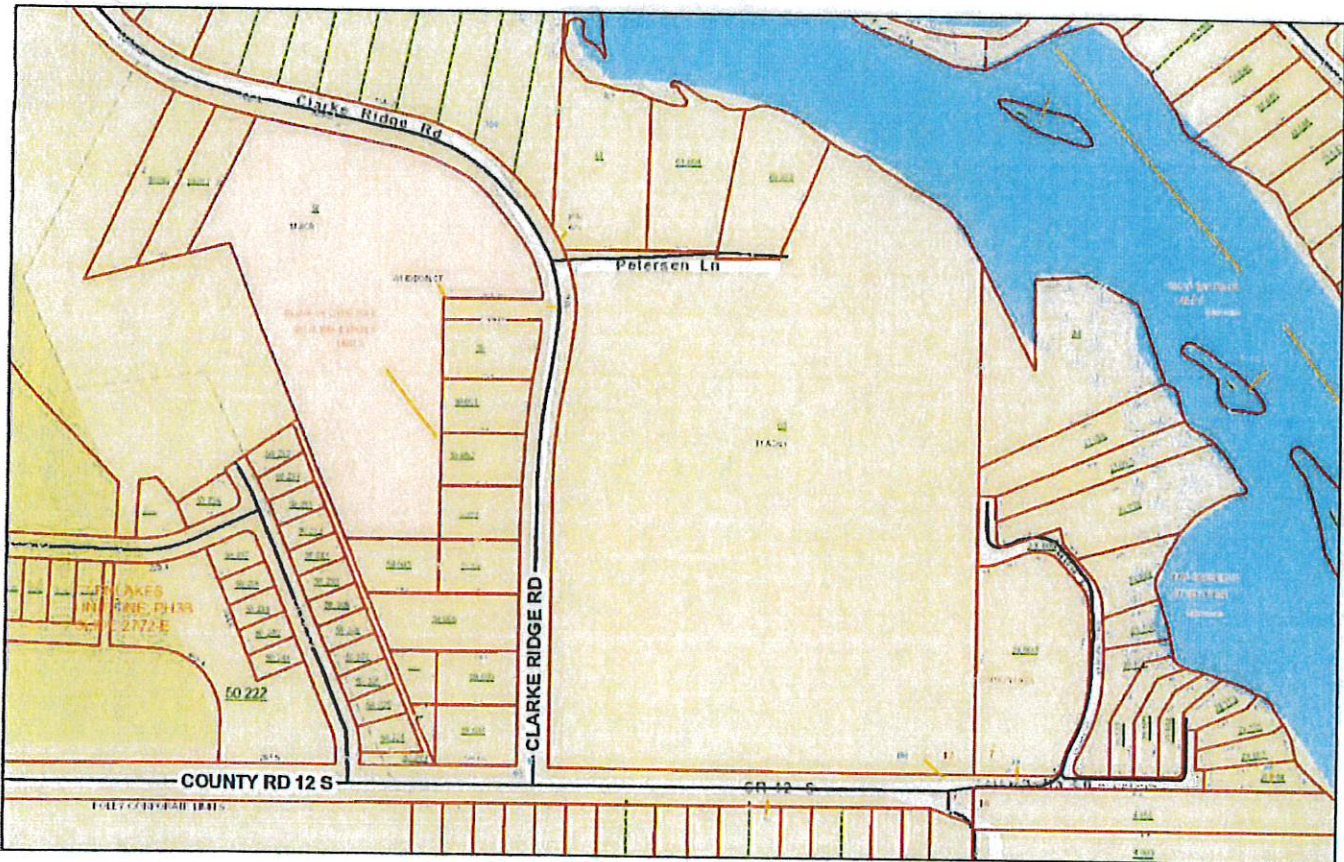
County Boundary



Sources: Esri, HERE, Garmin, USGS, Intermap, BRCREMENT P, HRCar, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand)

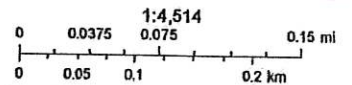
Copyright 2019

Exhibit B #45501



February 15, 2023

- | | | |
|--|---|--|
| polygonLayer | Parcels | Lot Lines |
| Override 1 | Centerlines | Conflicts |
| Misc | Coastal Control Line | County Boundary |



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, HRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand).

Fiscal Year Ending 2023
**INFRASTRUCTURE ADDITIONS DUE TO
 ANNEXATION, SUBDIVISION ACCEPTANCE, DONATIONS, ETC.**

DATE ANNEXED/ACCEPTED:

Resolution, Ordinance Act# (etc):

ROW Acceptance Ordinance#

Data Collection by: Jeff Phillips Date: 3.1.23
 (Data obtained from as-builts, onsite inspection, GIS, etc.)

Accounting Valuation by: Date:
 (See current year file for accounting valuation supporting detail)

ANNEXING PARTY AND/OR SUBDIVISION NAME/UNIT/PHASE:

CREEK RIDGE LLC #45501 #72378 Exhibit B

Border County? **Yes** ALL SIDES Quadrant: NE SW SE

BEGIN ROAD SEGEMENT

Road Name: **CLARKE RIDGE ROAD**

Segment Observed: FROM: CR 12 S
 TO: CR20

TRAFFIC USE:	Heavy	TYPE:	Residential
	Moderate		Business
	Light X		Industrial

SURFACE (RS):

Length	119.0'	Road Width	24.0'	1.5"	Thickness
Estimated Life remaining (new=20 years):	20 yrs.				NEW
119LF	\$-	(1LF@24FT WIDE = 76.33			\$9,083.27

Notes: Passed testing reg's. Accounting Valuation\$
 Fd: 80 Acct: 300 Dept: 82 Bldg: 0003 Prop: 0026 Class: 910 Cost Sre: E Funct: 431 Life if new: dirt-50, limestone-10 asphalt & rock-20 (if not new, see above)

BASE (RB): Material: SAND CLAY Compaction: N/A
 Length 119.0' L 26.0'W Base condition Notes: N/A
 119LF \$- (1LF@26.0' WIDE = 46.30) \$5,509.70

Accounting Valuation\$

Fd: 80 Acct: 300 Dept: 81 Bldg: 0002 Prop: 0026 Class: 910 Cost Sre: E Funct: 431 Non-Depr

CURB & GUTTER AND MEDIAN ISLANDS (CG):

Type: C&G - Ribbon - valley gutter - N/A
 Present on both sides of street ? N/A

Life remaining (new 25 years): 25 years Accounting Valuation\$

Fd: 80 Acct: 300 Dept: 88 Bldg: 0009 Prop: 0026 Class: 950 Cost Sre: E Funct: 431 Life New 25 (if not new, see above)

Concrete sidewalk : Y N

width: Length: Accounting Valuation\$

Fd: 80 Acct: 001 Dept: 87 Bldg: 0008 Prop: 0026 Class: 945 Cost Sre: E Funct: 431 Life New: 30 (if not new, see above)

RIGHTS OF WAY (RW)

road Length= 119.0' (WIDTH =40' (HALF OF 80FT) ACRES .109
 Width= 80.0'

Accounting Valuation\$

Fd: 80 Acct: 001 Dept: 80 Bldg: PITO Prop: 0026 Class: 001 Cost Sre: E Funct: 431 Non-Depr.

END OF ROAD SEGEMENT

BEGIN ROAD SEGEMENT

Road Name: _____

Segment Observed: FROM: _____
 TO: _____

TRAFFIC USE: Light TYPE: Residential
 Moderate Business
 Heavy Industrial

SURFACE (RS):

Length Road Width Thickness ???
 Estimated Life remaining (new=20 years): 20 yrs.

Notes: Passed testing reg's.

Accounting Valuation\$

Fd: 80 Acct: 300 Dept: 82 Bldg: 0003 Prop: 0026 Class: 910 Cost Sre: E Funct: 431 Life if new: dirt-50, limestone-10 asphalt & rock-20 (if not new, see above)

BASE (RB): Material: Sand/Clay Clay Shell Limestone Compaction: N/A
 Length Base width Base condition Notes: N/A

Accounting Valuation\$

Fd: 80 Acct: 300 Dept: 81 Bldg: 0002 Prop: 0026 Class: 910 Cost Sre: E Funct: 431 Non-Depr

CURB & GUTTER AND MEDIAN ISLANDS (CG):

Type: C&G Ribbon valley gutter

Present on both sides of street ?

Life remaining (new 25 years): 25 years

Accounting Valuation\$

Fd: 80 Acct: 300 Dept: 88 Bldg: 0009 Prop: 0026 Class: 950 Cost Sre: E Funct: 431 Life New 25 (if not new, see above)

Concrete sidewalk : Y N

width: Length: *Accounting Valuation*\$

Fd: 80 Acct: 001 Dept: 87 Bldg: 0008 Prop: 0026 Class: 945 Cost Sre: E Funct: 431 Life New:30 (if not new, see above)

RIGHTS OF WAY (RW)

Accounting Valuation\$

Fd: 80 Acct: 001 Dept: 80 Bldg: PITO Prop: 0026 Class: 001 Cost Sre: E Funct: 431 Non-Depr.

END OF ROAD SEGEMENT

BEGIN ROAD SEGEMENT

BEGIN ROAD SEGEMENT

Road Name: _____

Segment Observed: FROM: _____

TO: _____

TRAFFIC USE:	Light	TYPE:	Residential
	Moderate		Business
	Heavy		Industrial

SURFACE (RS):

Length	Road Width	Thickness	???
--------	------------	-----------	-----

Estimated Life remaining (new=20 years): 20 yrs.

Notes: Passed testing reg's. *Accounting Valuation*\$

Fd: 80 Acct: 300 Dept: 82 Bldg: 0003 Prop: 0026 Class: 910 Cost Sre: E Funct: 431 Life if new: dirt-50, limestone-10 asphalt & rock-20 (if not new, see above)

<u>BASE (RB):</u> Material:	Sand/Clay	Clay Shell	Limestone	Compaction:	N/A
Length	Base width		Base condition	Notes:	N/A

Accounting Valuation\$

Fd: 80 Acct: 300 Dept: 81 Bldg: 0002 Prop: 0026 Class: 910 Cost Sre: E Funct: 431 Non-Depr

CURB & GUTTER AND MEDIAN ISLANDS (CG):

Type: C&G Ribbon valley gutter

Present on both sides of street ?

Life remaining (new 25 years): 25 years *Accounting Valuation*\$

Fd: 80 Acct: 300 Dept: 88 Bldg: 0009 Prop: 0026 Class: 950 Cost Sre: E Funct: 431 Life New 25 (if not new, see above)

Concrete sidewalk : Y N

width: Length: *Accounting Valuation*\$

Fd: 80 Acct: 001 Dept: 87 Bldg: 0008 Prop: 0026 Class: 945 Cost Sre: E Funct: 431 Life New:30 (if not new, see above)

RIGHTS OF WAY (RW)

width=80 Ft half 40 ft

Accounting Valuation\$

Fd: 80 Acct: 001 Dept: 80 Bldg: PITO Prop: 0026 Class: 001 Cost Sre: E Funct: 431 Non-Depr.

END OF ROAD SEGEMENT

DECORATIVE STREET LIGHT FIXTURES (SL):

Notation: The City is not currently capturing decorative light a as an asset. If the lights are damaged, The City will pay to have the lights replaced with current standard street lighting and will consider this a maintenance type expense. If the S/D homeowners wish to pay the difference, the same type of decorative light fixture will be installed.

NUMBER OF FIXTURES _____ APPROXIAMTE COST INSTALLED _____

IF OLDER FIXTURES, APPROXIMATE COST TO REPLACE \$ _____