

OPERATION & MAINTENANCE PLAN AND AGREEMENT

FOR

FIRETHORNE

This Instrument Prepared By:

Jason N. Estes, P.E.

Project Manager

Preble-Rish, LLC

9949 Bellaton Avenue

Daphne, Alabama 36526

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 10/11/2016 3:01 PM
TOTAL \$ 72.00
22 Pages

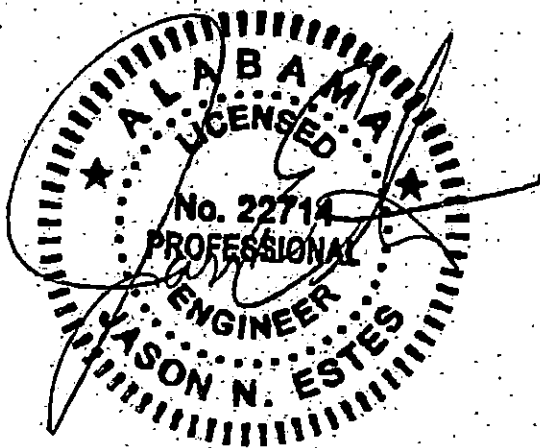
1597645



PREBLE-RISH
CONSULTING ENGINEERS & SURVEYORS
CIVIL SURVEYING SITE PLANNING

9949 Bellaton Ave Daphne, AL 36526
251.990.9950 fax 251.990-9910

The owner is responsible for inspecting the storm water system and BMPs according to the Schedule and submitting reports to the Planning Director or his authorized representative every three (3) years to document that inspections have been completed and necessary maintenance has been performed. The first inspection report is due December 31 of the third year after construction has been completed. Inspection reports are then due by December 31 of every third year following submittal of the first report. The Planning Director or his authorized representative must be notified of any change in ownership. Failure to file the three year inspection reports and perform required maintenance activities could result in enforcement action.



[Handwritten Signature]

OWNER'S SIGNATURE

August 13, 2015

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CONTACT INFORMATION

OWNER

ENTITY NAME: Firethorne Development, LLC.

CONTACT PERSON : Nathan Cox

ADDRESS: 32128 Broken Branch Circle, Spanish Fort, Al 36527

TELEPHONE NO.: 251-625-1198

ENGINEER

ENTITY NAME: Preble-Rish, LLC

CONTACT PERSON Jason Estes, P.E.

ADDRESS: 9949 Bellaton Avenue, Daphne, Alabama 36526

TELEPHONE NO.: 251-990-9950

City of Fairhope, Alabama

Storm Water Facility Maintenance Agreement

THIS STORM WATER FACILITY MAINTENANCE AGREEMENT (this "Agreement") is made, executed and entered into this 11 day of October, 2016, by Nathan L. Cox (hereinafter called "Landowner"), to and for the benefit of the City of Fairhope, Alabama, a municipal corporation organized under the laws of the State of Alabama (hereinafter called the "City").

Recitals:

WHEREAS, Landowner is the owner of that certain real property located in Baldwin County, Alabama and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (the "Property");

WHEREAS, Landowner is in the process and constructing and developing a subdivision on the Property to be known as Firethorne (the "Subdivision");

WHEREAS, Landowner has applied with the City for preliminary plat approval for the plat of the Subdivision, a copy of which is attached hereto as Exhibit "B" (the "Plat");

WHEREAS, as a condition to the preliminary approval of the Plat, the City requires the construction and improvement of certain storm water management facilities as shown and referenced on the Plat and/or otherwise approved by the City in writing (the "Facilities");

WHEREAS, as a further condition to the approval of the Plat, the City requires that the Facilities be constructed and adequately maintained by Landowner, its successors and assigns, including any homeowners association formed by Landowner for purposes of managing and maintaining any common areas of the Subdivision (the "Association");

Agreement:

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landowner and the City, intending to be legally bound, hereby covenant and agree as follows:

1. Landowner shall construct and improve the Facilities strictly in accordance with the plans and specifications therefor (a) set forth on the Plat and/or (b) otherwise approved by the City in writing. Landowner acknowledges and agrees that the completion of construction of the Facilities is a condition to the City's final approval of the Plat; provided, however, that in the event the City allows Landowner to provide a bond or other guarantee of completion of the Facilities, the Facilities shall be completed at least thirty (30) days prior to the expiration of said bond or other guarantee.

2. Landowner shall maintain the Facilities in such condition that the Facilities properly operate, function and perform (as designed by a professional engineer) for their intended purpose(s), which maintenance shall include, at a minimum, all maintenance required by all laws and ordinances of the City, the maintenance plan attached hereto as Exhibit "C", all items set forth on the Maintenance Checklist (hereinafter defined), and such other maintenance as is customary in Baldwin County, Alabama with respect to substantially similar stormwater management facilities. As used herein, the term "Facilities" shall include, without limitation, all pipes, channels or other conveyances built to convey storm water to the Facilities, as well as all storm water structures, improvements, and vegetation provided to control the quantity and quality of storm water that discharges from the Property. In connection with Landowner's maintenance of the Facilities, Landowner shall follow and comply with the Storm Water Structural Control

Maintenance Checklists attached hereto as Exhibit "D" and incorporated herein by reference ("Maintenance Checklist").

3. Landowner shall inspect the Facilities and submit an inspection report every three years. Said inspections shall be conducted at the sole expense of Landowner by a professional engineer registered in the State of Alabama and reasonably acceptable to the City and which inspection report shall be certified by said engineer to the City, which form of certification shall be reasonably acceptable to the City. The first inspection report is due by December 31st of the third year after completion of construction of the Facilities and subsequent inspection reports are due by December 31st of every successive third year thereafter. Each inspection report shall detail the then-current state of effectiveness of the Facilities and shall note any deficiencies in the Facilities and/or any portion or component thereof. The purpose of the inspection reports is to assure safe and proper operation and functioning of the Facilities.

4. Landowner hereby grants an irrevocable license to the City and its authorized agents and employees to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide Landowner copies of any inspection findings of the City. In the event the City finds any deficiencies in the Facilities, whether as a result of the inspection reports required under Paragraph 3 hereof or as a result of a City inspection conducted in accordance with this Paragraph, the City shall have the right, but not the obligation, to issue a written notice to Landowner of any such deficiencies. In the event the City issues any such deficiency notice, Landowner shall cure any such deficiencies within the time set forth for such deficiencies required by applicable law (whether federal, state, local or otherwise) and in any event within thirty (30) days of its receipt of such notice.

5. In the event Landowner fails to maintain the Facilities in good working condition acceptable to the City and in accordance with the terms and conditions hereof, the City shall have the right, but not the obligation, to enter upon the Property and take whatever steps are necessary to correct and bring the Facilities into good working condition and to charge the costs of such repairs to Landowner, provided, however, that in no event shall the foregoing be construed as to allow the City to erect any structure of permanent nature on the Property outside of the easement or other areas for the Facilities as shown on the Plat. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, Landowner shall reimburse the City for all such costs and expenses within thirty (30) days of Landowner's receipt of the City's written demand therefor. Any sums not reimbursed to the City within said thirty (30) day period shall accrue interest at the rate of twelve percent (12%) per annum.

7. In the event of the employment of an attorney for the collection of any amount due hereunder or for the institution of any valid suit for the enforcement of any of the terms and conditions hereof, or on account of or for any other reason in connection herewith, Landowner covenants and agrees to pay and reimburse the City for its reasonable attorney's fees incurred in connection therewith.

8. This Agreement imposes no liability of any kind whatsoever on the City and Landowner covenants and agrees to defend, indemnify and hold the City harmless from and against any and all liability, loss, cost, damage and expense (including reasonable attorney's fees) in the event the Facilities fail to operate properly, whether as a result of improper design, maintenance or otherwise.

9. This Agreement shall be recorded in the records of the Probate Court of Baldwin County, Alabama and shall constitute a covenant running with the land, and shall be binding on Landowner and its successors and assigns with regard to any interest in the Property, including, without limitation, the Association. It is expressly contemplated hereby that Landowner may convey the Facilities to the Association in which event the Association shall be obligated to perform all duties and obligations of "Landowner" hereunder.

10. Landowner represents and warrants to the City that Landowner is the sole and absolute owner of the Property and is properly authorized to enter into this Agreement.

11. This Agreement shall be construed in accordance with the laws of the State of Alabama.

12. This Agreement may be executed in multiple counterparts by original or facsimile signatures, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same agreement.

13. In the event of a default by Landowner hereunder, the City shall be entitled to all rights and remedies provided under applicable state law, including the right of specific performance.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

16. Each notice, request, and communication required under this Agreement shall be in writing. It will be deemed to have been received: (i) on personal delivery; (ii) on the second business day after its deposit for overnight delivery with a recognized overnight delivery service; (iii) if by facsimile, on receipt of electronic confirmation of its receipt (but only if the facsimile is followed by delivery by United States mail); or (iv) if mailed, on actual receipt (but only if sent by registered or certified mail, with return receipt requested, addressed to the other party's address below):

If to the City: City of Fairhope, Alabama
Attn: Planning Director
555 South Section Street
Fairhope, Alabama 36532

If to Landowner:

~~USA~~ Firehorn Development, LLL
Attn: Nathan L. Cox
29891 Woodrow Long Suite 300
Spanish Fort, AL 36527

Any party hereto may change its address for notice hereunder by giving notice to the other party in accordance with the foregoing. Any such change in address shall be effective ten (10) days following receipt of such notice by the receiving party.

17. Time is of the essence with respect to each obligation of the parties hereto under this Agreement.

18. The foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except in a writing signed by all of the parties hereto. To the extent that this Agreement differs in any manner whatsoever from prior written or oral agreements regarding the subject matter hereof, or from any documents which are attached hereto, the terms and conditions of this Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Landowner have caused this Agreement to be executed by and through its duly authorized representatives effective as of the date first set forth above.

LANDOWNER:

[Insert name of Landowner]

By: _____
Name: Nathan L. Cox
As Its: Mgr

STATE OF Alabama :
COUNTY OF Baldwin :

I, the undersigned Notary Public in and for said County in said State, hereby certify that Nathan L. Cox, whose name as Manager of Firethorne Dev., LLC, an LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Manager and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Manager.

Given under my hand and official notarial seal this 11th day of October, 2015.

{SEAL}

Kathryn Mc Aleer Huey
NOTARY PUBLIC
My Commission Expires: May 16, 2018



**EXHIBIT A
FIRETHORNE**

LEGAL DESCRIPTION

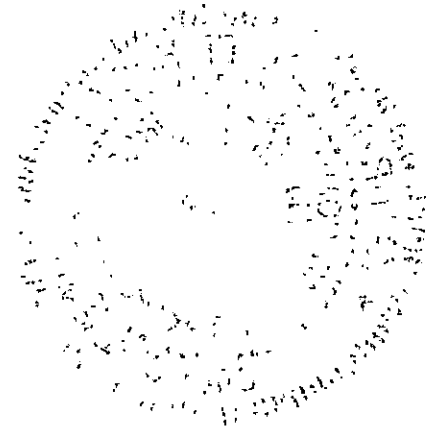


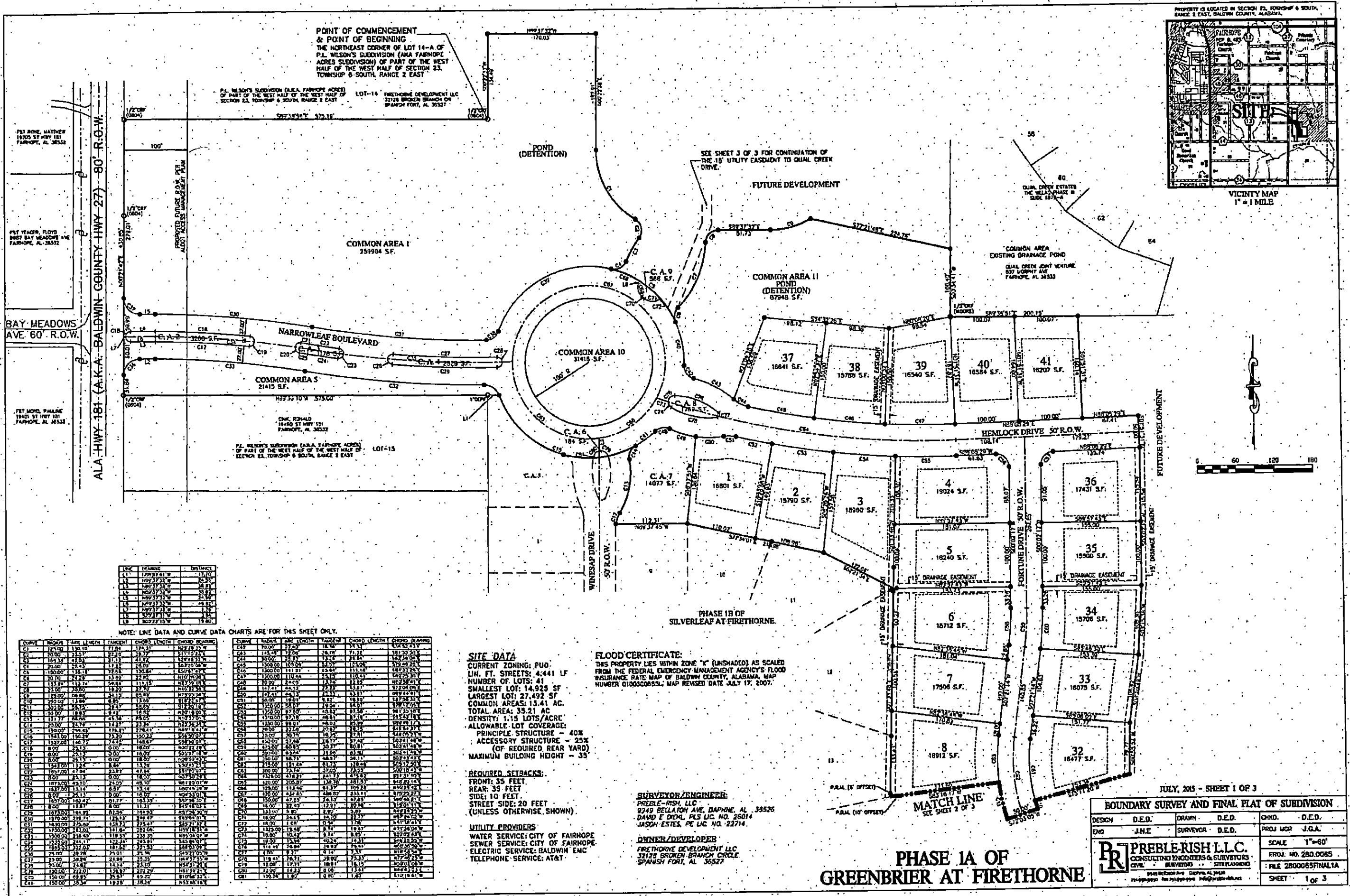
EXHIBIT A – Legal Description for Firethorne, A Planned Unit Development

COMMENCE AT THE NORTHEAST CORNER OF LOT 14-A OF FAIRHOPE ACRES SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 218-B, BALDWIN COUNTY PROBATE RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 22 MINUTES 32 SECONDS EAST, ALONG THE EAST MARGIN OF SAID FAIRHOPE ACRES, AND THE EAST MARGIN OF QUAIL RUN SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 1775-A, A DISTANCE OF 1,501.04 FEET TO THE SOUTH MARGIN OF QUAIL CREEK DRIVE; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 03 SECONDS EAST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 735.79 FEET TO THE NORTHWEST CORNER OF QUAIL CREEK ESTATES, THE VILLAS PHASE I; THENCE RUN ALONG THE WEST AND SOUTH MARGINS OF QUAIL CREEK ESTATES, THE VILLAS PHASE I, PHASE II, PHASE II-PART B, PHASE IV, PHASE V, AND PHASE VI, THE FOLLOWING DESCRIBED COURSE:

SOUTH 00 DEGREES 38 MINUTES 33 SECONDS WEST, A DISTANCE OF 460.00 FEET;
SOUTH 00 DEGREES 37 MINUTES 35 SECONDS WEST, A DISTANCE OF 311.93 FEET;
SOUTH 00 DEGREES 40 MINUTES 54 SECONDS WEST, A DISTANCE OF 415.34 FEET;
SOUTH 00 DEGREES 34 MINUTES 41 SECONDS WEST, A DISTANCE OF 625.58 FEET;
SOUTH 89 DEGREES 38 MINUTES 51 SECONDS EAST, A DISTANCE OF 649.48 FEET;
SOUTH 00 DEGREES 02 MINUTES 17 SECONDS WEST, A DISTANCE OF 660.88 FEET;
SOUTH 89 DEGREES 34 MINUTES 06 SECONDS EAST, A DISTANCE OF 667.67 FEET;
THENCE DEPARTING SAID QUAIL CREEK ESTATES, THE VILLAS, RUN SOUTH 00 DEGREES 21 MINUTES 17 SECONDS EAST, A DISTANCE OF 1,329.50 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 19 SECONDS WEST, A DISTANCE OF 1,340.39 FEET; THENCE RUN SOUTH 00 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 664.25 FEET; THENCE RUN NORTH 89 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 427.30 FEET; THENCE RUN NORTH 00 DEGREES 19 MINUTES 59 SECONDS EAST, A DISTANCE OF 745.59 FEET; THENCE RUN NORTH 89 DEGREES 44 MINUTES 32 SECONDS WEST, A DISTANCE OF 298.08 FEET TO THE NORTHEAST CORNER OF LOT 27 OF THE AFOREMENTIONED FAIRHOPE ACRES SUBDIVISION; THENCE RUN NORTH 00 DEGREES 22 MINUTES 15 SECONDS EAST, ALONG THE EAST MARGIN OF SAID FAIRHOPE ACRES SUBDIVISION, A DISTANCE OF 1,800.95 FEET TO THE NORTHEAST CORNER OF LOT 15 THEREOF; THENCE RUN NORTH 89 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 575.00 FEET TO A POINT ON THE EAST MARGIN OF ALABAMA HIGHWAY 181; THENCE RUN NORTH 00 DEGREES 21 MINUTES 42 SECONDS EAST, ALONG THE EAST MARGIN OF ALABAMA HIGHWAY 181, A DISTANCE OF 430.85 FEET; THENCE RUN SOUTH 89 DEGREES 38 MINUTES 56 SECONDS EAST, A DISTANCE OF 575.19 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 126.37 ACRES, MORE OR LESS, AND LIES IN SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY ALABAMA, AND ARE THE SAME LANDS DESCRIBED BY DEED INSTRUMENT NUMBERS 527645 THROUGH 527650, TOGETHER WITH LOT 14-A, FAIRHOPE ACRES SUBDIVISION.

EXHIBIT B
FIRETHORNE

COPY OF PLAT (NOT FINAL RECORDED DOCUMENT)



POINT OF COMMENCEMENT
& POINT OF BEGINNING
THE NORTHEAST CORNER OF LOT 14-A OF
P.L. WILSON'S SUBDIVISION (AKA FAIRHOPE
ACRES SUBDIVISION) OF PART OF THE WEST HALF OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 2 EAST

P.L. WILSON'S SUBDIVISION (AKA FAIRHOPE ACRES)
OF PART OF THE WEST HALF OF THE WEST HALF OF
SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST

COMMON AREA I
259904 S.F.

COMMON AREA II
POND
(DETENTION)
87948 S.F.

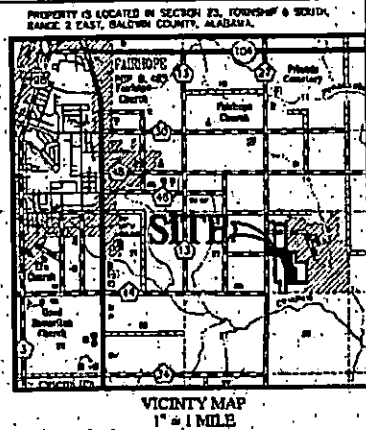
COMMON AREA 10
31418 S.F.

COMMON AREA 5
21415 S.F.

P.L. WILSON'S SUBDIVISION (AKA FAIRHOPE ACRES)
OF PART OF THE WEST HALF OF THE WEST HALF OF
SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST

PHASE 1B OF
SILVERLEAF AT FIRETHORNE

**PHASE 1A OF
GREENBRIER AT FIRETHORNE**



LINE	BEARING	DISTANCE
C1	N89°53'41"W	37.00'
C2	N89°53'41"W	37.00'
C3	N89°53'41"W	37.00'
C4	N89°53'41"W	37.00'
C5	N89°53'41"W	37.00'
C6	N89°53'41"W	37.00'
C7	N89°53'41"W	37.00'
C8	N89°53'41"W	37.00'
C9	N89°53'41"W	37.00'
C10	N89°53'41"W	37.00'
C11	N89°53'41"W	37.00'
C12	N89°53'41"W	37.00'
C13	N89°53'41"W	37.00'
C14	N89°53'41"W	37.00'
C15	N89°53'41"W	37.00'
C16	N89°53'41"W	37.00'
C17	N89°53'41"W	37.00'
C18	N89°53'41"W	37.00'
C19	N89°53'41"W	37.00'
C20	N89°53'41"W	37.00'
C21	N89°53'41"W	37.00'
C22	N89°53'41"W	37.00'
C23	N89°53'41"W	37.00'
C24	N89°53'41"W	37.00'
C25	N89°53'41"W	37.00'
C26	N89°53'41"W	37.00'
C27	N89°53'41"W	37.00'
C28	N89°53'41"W	37.00'
C29	N89°53'41"W	37.00'
C30	N89°53'41"W	37.00'
C31	N89°53'41"W	37.00'
C32	N89°53'41"W	37.00'
C33	N89°53'41"W	37.00'
C34	N89°53'41"W	37.00'
C35	N89°53'41"W	37.00'
C36	N89°53'41"W	37.00'
C37	N89°53'41"W	37.00'
C38	N89°53'41"W	37.00'
C39	N89°53'41"W	37.00'
C40	N89°53'41"W	37.00'
C41	N89°53'41"W	37.00'

NOTE: LINE DATA AND CURVE DATA CHARTS ARE FOR THIS SHEET ONLY.

CURVE	BEARING	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C2	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C3	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C4	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C5	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C6	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C7	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
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C14	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C15	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C16	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C17	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C18	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C19	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
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C40	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E
C41	N89°53'41"W	37.00'	77.84'	77.84'	S11°19'21"E

SITE DATA
CURRENT ZONING: PUD
LIN. FT. STREETS: 4,441 LF
NUMBER OF LOTS: 41
SMALLEST LOT: 14,925 SF
LARGEST LOT: 27,492 SF
COMMON AREAS: 13.41 AC
TOTAL AREA: 33.21 AC
DENSITY: 1.15 LOTS/ACRE
ALLOWABLE LOT COVERAGE:
PRINCIPLE STRUCTURE - 40%
ACCESSORY STRUCTURE - 25%
(OF REQUIRED REAR YARD)
MAXIMUM BUILDING HEIGHT - 35'

FLOOD CERTIFICATE:
THIS PROPERTY LIES WITHIN ZONE "X" (UNSHADED) AS SCALED
FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD
INSURANCE RATE MAP OF BALDWIN COUNTY, ALABAMA, MAP
NUMBER 0100030855L; MAP REVISED DATE JULY 17, 2007.

REQUIRED SETBACKS:
FRONT: 35 FEET
REAR: 35 FEET
SIDE: 10 FEET
STREET SIDE: 20 FEET
(UNLESS OTHERWISE SHOWN)

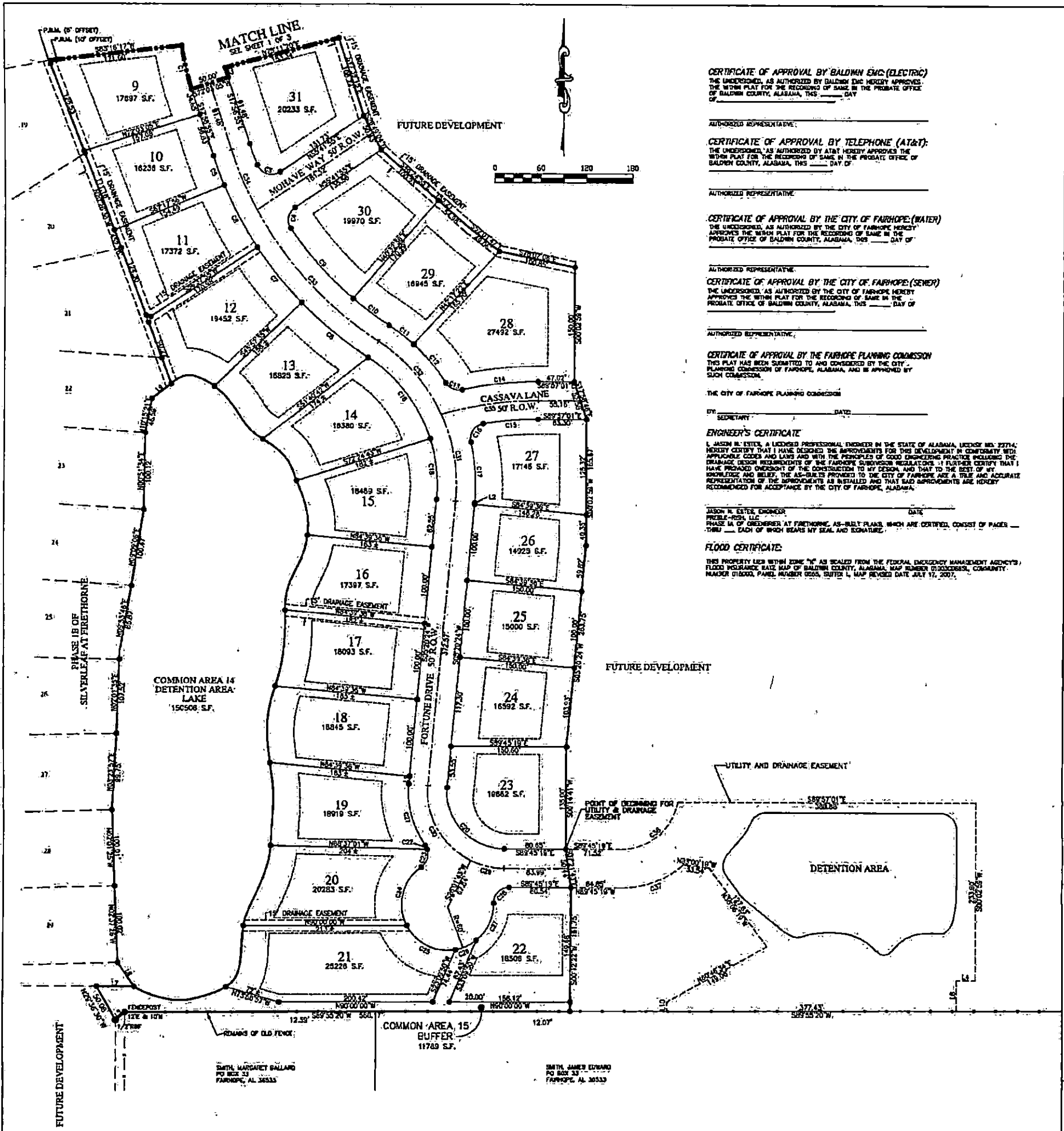
SURVEYOR/ENGINEER:
PREBLE-RISH, LLC
9249 BELLAIR AVE, DAPHNE, AL 36526
DAVID E DIEHL, PLS UC NO. 26014
JASON ESTES, PE UC NO. 22714

OWNER/DEVELOPER:
FIRETHORNE DEVELOPMENT LLC
32125 BRICKER BRANCH CIRCLE
SPANISH FORT, AL 36527

UTILITY PROVIDERS:
WATER SERVICE: CITY OF FAIRHOPE
SEWER SERVICE: CITY OF FAIRHOPE
ELECTRIC SERVICE: BALDWIN EMC
TELEPHONE SERVICE: AT&T

JULY, 2015 - SHEET 1 OF 3

BOUNDARY SURVEY AND FINAL FLAT OF SUBDIVISION					
DESIGN	D.E.D.	DRAWN	D.E.D.	CHKD.	D.E.D.
END	J.N.E.	SURVEYOR	D.E.D.	PROJ MGR	J.G.A.
PREBLE-RISH L.L.C.			SCALE 1"=60'		
CONSULTING ENGINEERS & SURVEYORS			PROJ. NO. 280.0065		
CIVIL ENGINEER			FILE 2800065/FINAL1A		
SITE PLANNING			SHEET 1 of 3		



CERTIFICATE OF APPROVAL BY BALDWIN EMC (ELECTRIC)
 THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN EMC HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____.

CERTIFICATE OF APPROVAL BY TELEPHONE (AT&T)
 THE UNDERSIGNED, AS AUTHORIZED BY AT&T HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____.

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (WATER)
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____.

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (SEWER)
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____.

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION
 THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING COMMISSION OF FAIRHOPE, ALABAMA, AND IS APPROVED BY SUCH COMMISSION.

ENGINEER'S CERTIFICATE
 I, JASON R. ESTER, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ALABAMA, LICENSE NO. 27714, HEREBY CERTIFY THAT I HAVE DESIGNED THE IMPROVEMENTS FOR THIS DEVELOPMENT IN CONFORMITY WITH APPLICABLE CODES AND LAWS AND WITH THE PRINCIPLES OF GOOD ENGINEERING PRACTICE INCLUDING THE DRAINAGE DESIGN REQUIREMENTS OF THE FAIRHOPE SUBDIVISION REGULATIONS. I FURTHER CERTIFY THAT I HAVE PROVIDED OVERSIGHT OF THE CONSTRUCTION TO MY DESIGN AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE AS-BUILTS PROVIDED TO THE CITY OF FAIRHOPE ACCURATELY REPRESENTATION OF THE IMPROVEMENTS AS INSTALLED AND THAT SAID IMPROVEMENTS ARE HEREBY RECOMMENDED FOR ACCEPTANCE BY THE CITY OF FAIRHOPE, ALABAMA.

FLOOD CERTIFICATE
 THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF BALDWIN COUNTY, ALABAMA, MAP NUMBER 010000, COUNTY NUMBER 010000, PANEL NUMBER 0000, SHEET 1, MAP REVISED DATE JULY 17, 2007.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	200.00	15.71	15.71	S112°21'00"W
C2	200.00	15.71	15.71	N78°21'00"W
C3	200.00	15.71	15.71	S112°21'00"W
C4	200.00	15.71	15.71	N78°21'00"W
C5	200.00	15.71	15.71	S112°21'00"W
C6	200.00	15.71	15.71	N78°21'00"W
C7	200.00	15.71	15.71	S112°21'00"W
C8	200.00	15.71	15.71	N78°21'00"W
C9	200.00	15.71	15.71	S112°21'00"W
C10	200.00	15.71	15.71	N78°21'00"W
C11	200.00	15.71	15.71	S112°21'00"W
C12	200.00	15.71	15.71	N78°21'00"W
C13	200.00	15.71	15.71	S112°21'00"W
C14	200.00	15.71	15.71	N78°21'00"W
C15	200.00	15.71	15.71	S112°21'00"W
C16	200.00	15.71	15.71	N78°21'00"W
C17	200.00	15.71	15.71	S112°21'00"W
C18	200.00	15.71	15.71	N78°21'00"W
C19	200.00	15.71	15.71	S112°21'00"W
C20	200.00	15.71	15.71	N78°21'00"W
C21	200.00	15.71	15.71	S112°21'00"W
C22	200.00	15.71	15.71	N78°21'00"W
C23	200.00	15.71	15.71	S112°21'00"W
C24	200.00	15.71	15.71	N78°21'00"W
C25	200.00	15.71	15.71	S112°21'00"W
C26	200.00	15.71	15.71	N78°21'00"W
C27	200.00	15.71	15.71	S112°21'00"W
C28	200.00	15.71	15.71	N78°21'00"W
C29	200.00	15.71	15.71	S112°21'00"W
C30	200.00	15.71	15.71	N78°21'00"W
C31	200.00	15.71	15.71	S112°21'00"W
C32	200.00	15.71	15.71	N78°21'00"W
C33	200.00	15.71	15.71	S112°21'00"W
C34	200.00	15.71	15.71	N78°21'00"W
C35	200.00	15.71	15.71	S112°21'00"W
C36	200.00	15.71	15.71	N78°21'00"W
C37	200.00	15.71	15.71	S112°21'00"W
C38	200.00	15.71	15.71	N78°21'00"W
C39	200.00	15.71	15.71	S112°21'00"W
C40	200.00	15.71	15.71	N78°21'00"W
C41	200.00	15.71	15.71	S112°21'00"W
C42	200.00	15.71	15.71	N78°21'00"W
C43	200.00	15.71	15.71	S112°21'00"W
C44	200.00	15.71	15.71	N78°21'00"W
C45	200.00	15.71	15.71	S112°21'00"W
C46	200.00	15.71	15.71	N78°21'00"W
C47	200.00	15.71	15.71	S112°21'00"W
C48	200.00	15.71	15.71	N78°21'00"W
C49	200.00	15.71	15.71	S112°21'00"W
C50	200.00	15.71	15.71	N78°21'00"W
C51	200.00	15.71	15.71	S112°21'00"W
C52	200.00	15.71	15.71	N78°21'00"W
C53	200.00	15.71	15.71	S112°21'00"W
C54	200.00	15.71	15.71	N78°21'00"W
C55	200.00	15.71	15.71	S112°21'00"W
C56	200.00	15.71	15.71	N78°21'00"W
C57	200.00	15.71	15.71	S112°21'00"W
C58	200.00	15.71	15.71	N78°21'00"W
C59	200.00	15.71	15.71	S112°21'00"W
C60	200.00	15.71	15.71	N78°21'00"W
C61	200.00	15.71	15.71	S112°21'00"W
C62	200.00	15.71	15.71	N78°21'00"W
C63	200.00	15.71	15.71	S112°21'00"W
C64	200.00	15.71	15.71	N78°21'00"W
C65	200.00	15.71	15.71	S112°21'00"W
C66	200.00	15.71	15.71	N78°21'00"W
C67	200.00	15.71	15.71	S112°21'00"W
C68	200.00	15.71	15.71	N78°21'00"W
C69	200.00	15.71	15.71	S112°21'00"W
C70	200.00	15.71	15.71	N78°21'00"W
C71	200.00	15.71	15.71	S112°21'00"W
C72	200.00	15.71	15.71	N78°21'00"W
C73	200.00	15.71	15.71	S112°21'00"W
C74	200.00	15.71	15.71	N78°21'00"W
C75	200.00	15.71	15.71	S112°21'00"W
C76	200.00	15.71	15.71	N78°21'00"W
C77	200.00	15.71	15.71	S112°21'00"W
C78	200.00	15.71	15.71	N78°21'00"W
C79	200.00	15.71	15.71	S112°21'00"W
C80	200.00	15.71	15.71	N78°21'00"W
C81	200.00	15.71	15.71	S112°21'00"W
C82	200.00	15.71	15.71	N78°21'00"W
C83	200.00	15.71	15.71	S112°21'00"W
C84	200.00	15.71	15.71	N78°21'00"W
C85	200.00	15.71	15.71	S112°21'00"W
C86	200.00	15.71	15.71	N78°21'00"W
C87	200.00	15.71	15.71	S112°21'00"W
C88	200.00	15.71	15.71	N78°21'00"W
C89	200.00	15.71	15.71	S112°21'00"W
C90	200.00	15.71	15.71	N78°21'00"W
C91	200.00	15.71	15.71	S112°21'00"W
C92	200.00	15.71	15.71	N78°21'00"W
C93	200.00	15.71	15.71	S112°21'00"W
C94	200.00	15.71	15.71	N78°21'00"W
C95	200.00	15.71	15.71	S112°21'00"W
C96	200.00	15.71	15.71	N78°21'00"W
C97	200.00	15.71	15.71	S112°21'00"W
C98	200.00	15.71	15.71	N78°21'00"W
C99	200.00	15.71	15.71	S112°21'00"W
C100	200.00	15.71	15.71	N78°21'00"W

PHASE IA OF GREENBRIER AT FIRETHORNE
 JULY, 2015 - SHEET 2 OF 3

BOUNDARY SURVEY AND FINAL PLAT OF SUBDIVISION

DESIGN	D.E.D.	DRAWN	D.E.D.	CHKD.	D.E.D.
ENG	J.N.E.	SURVEYOR	D.E.D.	PRJ. MGR.	J.O.A.

PREBLERISH LLC
 CONSULTING ENGINEERS & SURVEYORS
 CIVIL SURVEYING - SITE PLANNING

1999 Pelham Ave. - Pelham, AL 36168
 205-997-9999 (in AL) 205-997-9999 (out of AL)

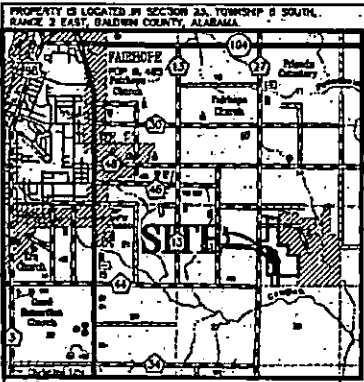
SCALE: 1"=60'
 PROJ. NO. 200.0005
 FILE 200005/FINAL1A
 SHEET 2 of 3

SURVEYOR'S NOTES:

- ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
- CONSTRUCTION AS SHOWN BY CLIENT.
- THERE MAY BE RECORDS OF UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS WHICH COULD AFFECT THE EXTENT OF SAID PROPERTIES.
- THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION OR EXTENT OF ANY SUB-SURFACE FEATURES.
- THE LINES REPRESENTING THE BOUNDARIES AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNDER RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
- SURVEY WAS CONDUCTED ON APRIL 15TH-15TH, 2015, AND IS RECORDED IN FIELD BOOK #277, AT PAGES 8-14, AND IN AN ELECTRONIC DATA FILE.
- BEARINGS AND DISTANCES SHOWN HEREIN WERE COMPUTED FROM ACTUAL FIELD TRAVERSE.
- BEARINGS ARE BASED ON STATE PLANE GRID COORDINATES ALABAMA BEST FIT STATE (NAD 83 DATUM).
- THE ELEVATIONS SHOWN HEREIN ARE RELATED TO MEAN SEA LEVEL (MGS 85) USING GDS 03.
- ALL GPS OBSERVATIONS WERE TAKEN USING REAL TIME KINEMATIC GPS.
- THIS SURVEY IS BASED UPON MONUMENTATION FOUND IN PLACE AND DOES NOT PURPORT TO BE A RECONSTRUCTION AND PROPORTIONS OF THE ORIGINAL GOVERNMENT SURVEY.
- ALABAMA ONE CALL CONTACTED FOR UNDERGROUND UTILITY LOCATED.

GENERAL NOTES:

- FOR THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLANS.
- STORMWATER DETENTION AREAS ARE NOT THE RESPONSIBILITY OF CITY OF FAIRHOPE TO MAINTAIN.
- ALL UTILITIES SHALL BE CONSTRUCTED UNDERGROUND.
- THERE IS DEDICATED HEREWITH A 10 FOOT UTILITY EASEMENT ON ALL LOT LINES ADJACENT TO RIGHT-OF-WAYS UNLESS OTHERWISE NOTED.
- THERE IS DEDICATED HEREWITH A 10 FOOT DRAINAGE EASEMENT ALONG THE REAR LOT LINES OF ALL LOTS (UNLESS SHOWN OTHERWISE) AND A 10 FOOT DRAINAGE EASEMENT ALONG ALL SIDE LOT LINES (5 FOOT OFF EACH SIDE).
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 1" ABOVE THE HIGHEST GROUND ELEVATION 10 FEET OUTSIDE OF BUILDING. SEE THE FAIRHOPE BUILDING DEPARTMENT FOR SPECIFIC REQUIREMENTS.
- ALL ACCESS STREETS TO ADJACENT PROPERTY THAT ARE NOT CONNECTED AT THE TIME OF THE IMPROVEMENTS SHALL BE POSTED WITH A STOP SIGN BLANK READING "FUTURE THROUGH STREET". SIGN SHALL BE POSTED BY SUBDIVIDER.



VICINITY MAP
1" = 1 MILE

LINE	MARKER	ASCE LENGTH	CORRECTION	CHORD LENGTH	CHORD BEARING
C1	150.00	250.28	11.21	275.44	S87°18'43"W
C2	20.00	24.79	1.47	26.26	S73°31'38"W
C3	20.00	18.83	0.47	19.30	S57°01'01"W
C4	40.00	8.21	2.71	8.40	S17°18'31"E
C5	20.00	11.33	1.13	11.33	N00°00'00"W
C6	1150.00	18.41	2.31	11.33	N00°00'00"W
C7	1150.00	208.27	1.78	209.05	N02°22'18"E
C8	1150.00	21.29	31.99	137.01	S84°31'15"E
C9	1150.00	21.29	31.99	137.01	S84°31'15"E
C10	1150.00	21.29	31.99	137.01	S84°31'15"E
C11	1150.00	21.29	31.99	137.01	S84°31'15"E
C12	1150.00	21.29	31.99	137.01	S84°31'15"E
C13	1150.00	21.29	31.99	137.01	S84°31'15"E
C14	1150.00	21.29	31.99	137.01	S84°31'15"E
C15	1150.00	21.29	31.99	137.01	S84°31'15"E
C16	1150.00	21.29	31.99	137.01	S84°31'15"E
C17	1150.00	21.29	31.99	137.01	S84°31'15"E
C18	1150.00	21.29	31.99	137.01	S84°31'15"E
C19	1150.00	21.29	31.99	137.01	S84°31'15"E
C20	1150.00	21.29	31.99	137.01	S84°31'15"E
C21	1150.00	21.29	31.99	137.01	S84°31'15"E
C22	1150.00	21.29	31.99	137.01	S84°31'15"E
C23	1150.00	21.29	31.99	137.01	S84°31'15"E
C24	1150.00	21.29	31.99	137.01	S84°31'15"E
C25	1150.00	21.29	31.99	137.01	S84°31'15"E
C26	1150.00	21.29	31.99	137.01	S84°31'15"E
C27	1150.00	21.29	31.99	137.01	S84°31'15"E
C28	1150.00	21.29	31.99	137.01	S84°31'15"E
C29	1150.00	21.29	31.99	137.01	S84°31'15"E
C30	1150.00	21.29	31.99	137.01	S84°31'15"E
C31	1150.00	21.29	31.99	137.01	S84°31'15"E
C32	1150.00	21.29	31.99	137.01	S84°31'15"E
C33	1150.00	21.29	31.99	137.01	S84°31'15"E
C34	1150.00	21.29	31.99	137.01	S84°31'15"E
C35	1150.00	21.29	31.99	137.01	S84°31'15"E
C36	1150.00	21.29	31.99	137.01	S84°31'15"E
C37	1150.00	21.29	31.99	137.01	S84°31'15"E
C38	1150.00	21.29	31.99	137.01	S84°31'15"E
C39	1150.00	21.29	31.99	137.01	S84°31'15"E
C40	1150.00	21.29	31.99	137.01	S84°31'15"E
C41	1150.00	21.29	31.99	137.01	S84°31'15"E
C42	1150.00	21.29	31.99	137.01	S84°31'15"E
C43	1150.00	21.29	31.99	137.01	S84°31'15"E
C44	1150.00	21.29	31.99	137.01	S84°31'15"E
C45	1150.00	21.29	31.99	137.01	S84°31'15"E
C46	1150.00	21.29	31.99	137.01	S84°31'15"E
C47	1150.00	21.29	31.99	137.01	S84°31'15"E
C48	1150.00	21.29	31.99	137.01	S84°31'15"E
C49	1150.00	21.29	31.99	137.01	S84°31'15"E
C50	1150.00	21.29	31.99	137.01	S84°31'15"E
C51	1150.00	21.29	31.99	137.01	S84°31'15"E
C52	1150.00	21.29	31.99	137.01	S84°31'15"E
C53	1150.00	21.29	31.99	137.01	S84°31'15"E
C54	1150.00	21.29	31.99	137.01	S84°31'15"E
C55	1150.00	21.29	31.99	137.01	S84°31'15"E
C56	1150.00	21.29	31.99	137.01	S84°31'15"E
C57	1150.00	21.29	31.99	137.01	S84°31'15"E
C58	1150.00	21.29	31.99	137.01	S84°31'15"E
C59	1150.00	21.29	31.99	137.01	S84°31'15"E
C60	1150.00	21.29	31.99	137.01	S84°31'15"E

LINE	MARKER	ASCE LENGTH	CORRECTION	CHORD LENGTH	CHORD BEARING
L1	100.00	100.00	0.00	100.00	N00°00'00"W
L2	100.00	100.00	0.00	100.00	N00°00'00"W
L3	100.00	100.00	0.00	100.00	N00°00'00"W
L4	100.00	100.00	0.00	100.00	N00°00'00"W
L5	100.00	100.00	0.00	100.00	N00°00'00"W
L6	100.00	100.00	0.00	100.00	N00°00'00"W
L7	100.00	100.00	0.00	100.00	N00°00'00"W
L8	100.00	100.00	0.00	100.00	N00°00'00"W
L9	100.00	100.00	0.00	100.00	N00°00'00"W
L10	100.00	100.00	0.00	100.00	N00°00'00"W
L11	100.00	100.00	0.00	100.00	N00°00'00"W
L12	100.00	100.00	0.00	100.00	N00°00'00"W
L13	100.00	100.00	0.00	100.00	N00°00'00"W
L14	100.00	100.00	0.00	100.00	N00°00'00"W
L15	100.00	100.00	0.00	100.00	N00°00'00"W
L16	100.00	100.00	0.00	100.00	N00°00'00"W
L17	100.00	100.00	0.00	100.00	N00°00'00"W
L18	100.00	100.00	0.00	100.00	N00°00'00"W
L19	100.00	100.00	0.00	100.00	N00°00'00"W
L20	100.00	100.00	0.00	100.00	N00°00'00"W
L21	100.00	100.00	0.00	100.00	N00°00'00"W
L22	100.00	100.00	0.00	100.00	N00°00'00"W
L23	100.00	100.00	0.00	100.00	N00°00'00"W
L24	100.00	100.00	0.00	100.00	N00°00'00"W
L25	100.00	100.00	0.00	100.00	N00°00'00"W
L26	100.00	100.00	0.00	100.00	N00°00'00"W
L27	100.00	100.00	0.00	100.00	N00°00'00"W
L28	100.00	100.00	0.00	100.00	N00°00'00"W
L29	100.00	100.00	0.00	100.00	N00°00'00"W
L30	100.00	100.00	0.00	100.00	N00°00'00"W

SITE DATA
 CURRENT ZONING: PUD
 LIN. FT. STREETS: 2,976 LF
 NUMBER OF LOTS: 38
 SMALLEST LOT: 13,877 SF
 LARGEST LOT: 30,971 SF
 COMMON AREAS: 0.89 ACRES
 TOTAL AREA: 19.89 AC
 DENSITY: 1.18 LOTS/ACRE
 ALLOWABLE LOT COVERAGE:
 PRINCIPLE STRUCTURE - 40%
 ACCESSORY STRUCTURE - 25%
 (OF REQUIRED REAR YARD)
 MAXIMUM BUILDING HEIGHT - 35'

UTILITY PROVIDERS
 WATER: CITY OF FAIRHOPE
 SEWER: CITY OF FAIRHOPE
 ELECTRIC: BALDWIN EMC
 TELEPHONE: AT&T

SURVEYOR/ENGINEER:
 PREBLER-RISH LLC
 9949 BELLATON AVE, DAPHNE, AL 36526
 DAVID E. DICK, PLS. LIC. NO. 20014
 JASON ESTES, PE LIC. NO. 22714

OWNER/DEVELOPER
 FIRETHORNE DEVELOPMENT LLC
 32128 BROKEN BRANCH CIRCLE
 SPANISH FORT, AL 36527

CERTIFICATE OF APPROVAL BY BALDWIN EMC (ELECTRIC)
 THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN EMC HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PUBLIC OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____.

CERTIFICATE OF APPROVAL BY TELEPHONE (AT&T)
 THE UNDERSIGNED, AS AUTHORIZED BY AT&T HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PUBLIC OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____.

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (WATER)
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PUBLIC OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____.

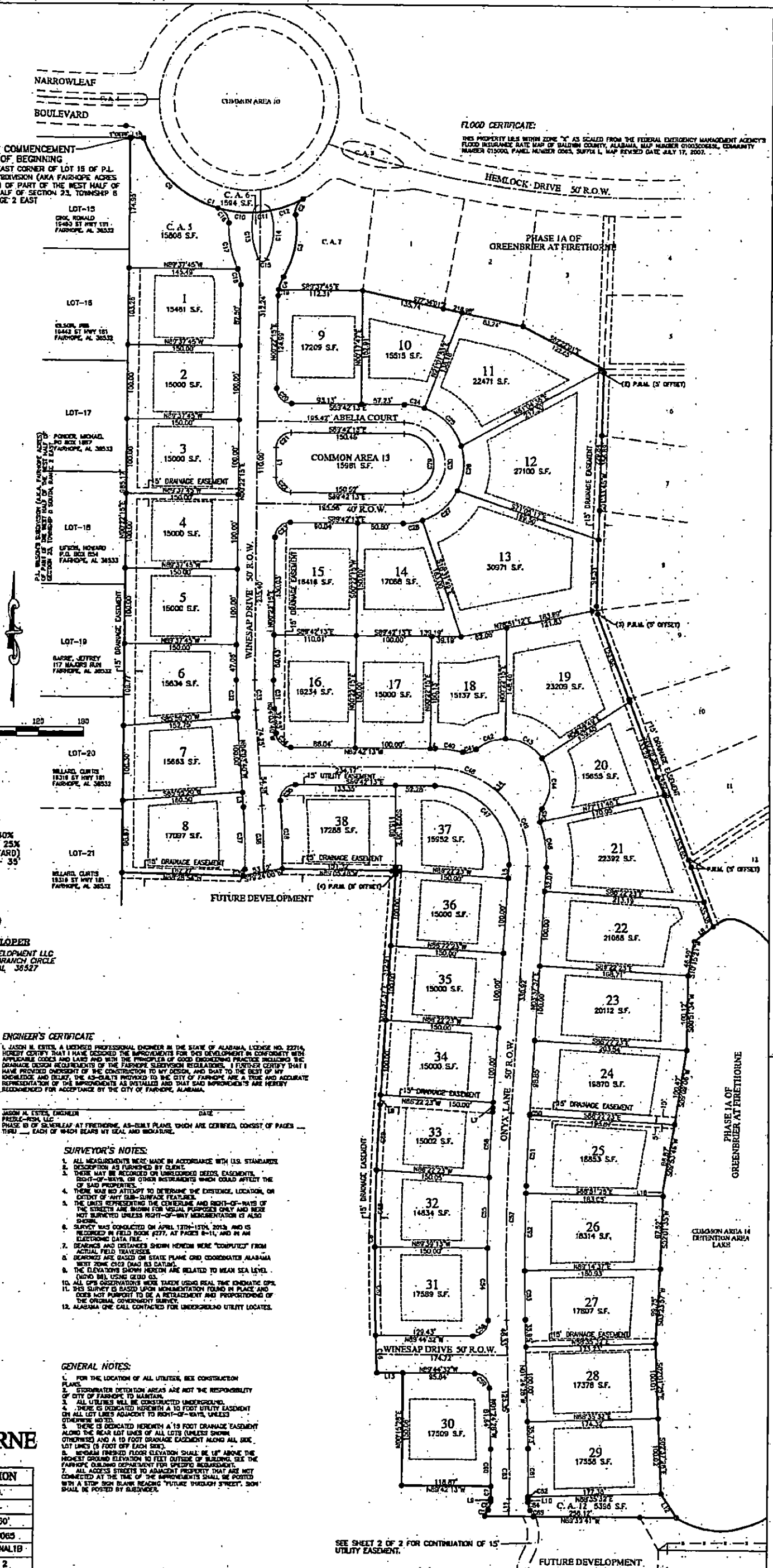
CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (SEWER)
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAME IN THE PUBLIC OFFICE OF BALDWIN COUNTY, ALABAMA, THIS ____ DAY OF ____.

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION
 THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING COMMISSION OF FAIRHOPE, ALABAMA, AND IS APPROVED BY SUCH COMMISSION.

THE CITY OF FAIRHOPE PLANNING COMMISSION
 BY: _____ DATE: _____
 SECRETARY

PHASE 1B OF SILVERLEAF AT FIRETHORNE
 JULY 2015 - SHEET 1 OF 2

BOUNDARY SURVEY AND FINAL PLAT OF SUBDIVISION					
DESIGN	D.E.D.	DRAWN	D.E.D.	CHKD.	D.E.D.
ENG	J.L.E.	SURVEYOR	D.E.D.	PROJ. MGR	J.G.A.
PREBLER-RISH LLC. CONSULTING ENGINEERS & SURVEYORS CIVIL - SURVEYING - ESTABLISHED 9949 BELLATON AVE - DAPHNE, AL 36526 256-291-9928 - 256-291-9929 - info@prebler-rish.com					
SCALE: 1"=60' PROJ. NO. 280.0065 FILE 2800065FINAL1B SHEET 1 OF 2					



ENGINEER'S CERTIFICATE
 I, JASON M. ESTES, A PROFESSIONAL ENGINEER IN THE STATE OF ALABAMA, LICENSE NO. 22714, HEREBY CERTIFY THAT I HAVE DESIGNED THE IMPROVEMENTS FOR THIS DEVELOPMENT IN CONFORMITY WITH APPLICABLE CODES AND LAWS AND WITH THE PRINCIPLES OF GOOD ENGINEERING PRACTICE INCLUDING THE DRAINAGE DESIGN REQUIREMENTS OF THE FAIRHOPE SUBDIVISION REGULATIONS. I FURTHER CERTIFY THAT I HAVE PROVIDED OVERSIGHT OF THE CONSTRUCTION TO MY DESIGN, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE AS-SHOWN PROVIDED TO THE CITY OF FAIRHOPE ARE A TRUE AND ACCURATE REPRESENTATION OF THE INSTANT AND THAT SAID IMPROVEMENTS ARE HEREBY RECOMMENDED FOR ACCEPTANCE BY THE CITY OF FAIRHOPE, ALABAMA.

JASON M. ESTES, ENGINEER
 PREBLER-RISH LLC
 PHASE 1B OF SILVERLEAF AT FIRETHORNE, AS-SHOWN PLANS, WHICH ARE CERTIFIED, CONSIST OF PAGES ____ TOTAL ____ EACH OF WHICH BEARS MY SEAL AND SIGNATURE.

- SURVEYOR'S NOTES:**
1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
 2. DESCRIPTION AS FURNISHED BY CLIENT.
 3. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SURVEY.
 4. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR CONTENT OF ANY SUB-SURFACE FEATURES.
 5. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY DEMONSTRATION IS ALSO SHOWN.
 6. SURVEY WAS CONDUCTED ON APRIL 13TH-15TH, 2015, AND IS RECORDED IN FIELD BOOK #777, AT PAGES 8-11, AND IN AN ELECTRONIC DATA FILE.
 7. DEPARTURES AND DISTANCES SHOWN HEREON WERE COMPUTED FROM ACTUAL FIELD MEASUREMENTS.
 8. DEPARTURES ARE BASED ON STATE PLANE GRID COORDINATES ALABAMA WEST ZONE GRID (NAD 83 DATUM).
 9. THE ELEVATIONS SHOWN HEREON ARE RELATED TO MEAN SEA LEVEL (MVD) BY USING GEOID 03.
 10. ALL OFF-SPRINGS WERE TAKEN USING REAL TIME KINEMATIC GPS.
 11. THIS SURVEY IS BASED UPON MONUMENTATION FOUND IN PLACE AND DOES NOT PURPORT TO BE A RETAILMENT AND PROPORTIONING OF THE ORIGINAL GOVERNMENT SURVEY.
 12. ALABAMA ONE CALL CONTACTED FOR UNDERGROUND UTILITY LOCATES.

- GENERAL NOTES:**
1. FOR THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLANS.
 2. STORMWATER DETENTION AREAS ARE NOT THE RESPONSIBILITY OF THE CITY OF FAIRHOPE TO MAINTAIN.
 3. ALL UTILITIES SHALL BE CONSTRUCTED UNDERGROUND.
 4. THERE IS DEDICATED HEREWITH A 10 FOOT UTILITY EASEMENT ON ALL LOTS ADJACENT TO RIGHT-OF-WAYS, UNLESS OTHERWISE NOTED.
 5. THERE IS DEDICATED HEREWITH A 15 FOOT DRAINAGE EASEMENT ALONG THE REAR LOT LINES OF ALL LOTS UNLESS SHOWN OTHERWISE AND A 10 FOOT DRAINAGE EASEMENT ALONG ALL SIDE LOT LINES (5 FOOT ON EACH SIDE).
 6. NEIGHBOR PROVIDED FLOOD ELEVATION SHALL BE 1' ABOVE THE HIGHEST GROUND ELEVATION TO FEET OUTSIDE OF BUILDING. SEE THE FAIRHOPE BUILDING DEPARTMENT FOR FLOOD REQUIREMENTS.
 7. ALL ACCESS STREETS TO ADJACENT PROPERTY THAT ARE NOT CONNECTED AT THE TIME OF THE IMPROVEMENTS SHALL BE POSTED WITH A SIGN FOR BLANK READING 'FUTURE THROUGH STREET'. SIGNS SHALL BE POSTED BY SUBMITTER.

FLOOD CERTIFICATE:
 THIS PROPERTY LIES WITHIN ZONE "X" AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF BALDWIN COUNTY, ALABAMA, MAP NUMBER 01000000000000000000, COMMUNITY NUMBER 010000, PANEL NUMBER 0000, SUPPLEMENT L, MAP REVISED DATE JULY 17, 2007.

SEE SHEET 2 OF 2 FOR CONTINUATION OF 15' UTILITY EASEMENT.

EXHIBIT C FIRETHORNE

MAINTENANCE PLAN

The following plan outlines the ongoing long-term maintenance activities for the stormwater management system components at the Firethorne subdivision. Note that all stormwater facilities located outside of the City of Fairhope's Right of Way will be subject to the requirements in this maintenance plan. Access to the detention pond is located within recorded common areas. Access to these common areas and easements are from the right-of-way (See Plat for additional information).

STORMWATER MANAGEMENT SYSTEM DESCRIPTION

The purpose of the stormwater management system at Firethorne is to provide a sustainable approach to managing stormwater runoff from the developed areas of the site. The stormwater management system at Firethorne utilizes best management practices (bmp). The purpose of bmp's is to maintain the original site hydrology as much as possible by minimizing surface run-off and reducing the contaminants in the stormwater. The system consists of the following components:

- **DETENTION POND**

The overall development uses four ponds to detain the stormwater runoff to the pre-developed runoff rate. The ponds are wet ponds with 12.5 acre-feet of storage and a 100-yr release rate of 89.7 cfs. In addition to detaining runoff the pond is designed to perform a water quality function as well.

The total watershed for each pond is 14.75, 49.50, and 72.0 acres, respectively. The ponds will discharge through concrete discharge boxes sized to release the predeveloped flow for the 2, 5, 10, 25, 50, and 100 year storm events. The discharge from the ponds will be released to the wetlands south of the property.

The primary maintenance objective is to maintain the side slopes and prevent siltation of the pond. This is accomplished through regular landscape maintenance and protection of inlets from runoff with high suspended solids.

- **DRAINAGE STRUCTURES**

The drainage system also includes pipes, inlets, headwalls, and an outfall structure. The Property Owners Association shall maintain all drainage features that fall outside of the public right of way.

The primary maintenance objective is to prevent any obstructions in the flow of water through the system and maintain the integrity of the structures themselves. This can be accomplished by routine inspection and cleaning of the structures.

Be advised that this work is the responsibility of the Home Owners Association or Property Owners. The Engineer assumes no responsibility for either performing this work or verifying that it is being completed. The Homeowners Association or Property Owners shall review Article V Section F 3 a 3b City of Fairhope Regulations, which contains the inspection responsibilities and potential consequences (enforcement action) for not fulfilling the inspection responsibilities.

**EXHIBIT D
FIRETHORNE**

MAINTENANCE CHECKLISTS

Stormwater Pond Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Site conditions: _____

Stormwater Pond Type: Wet Pond Wet ED Pond Micropool Pond
 Multiple Pond System Dry Pond

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Embankment				
Vegetation healthy?	A/S			
Erosion on embankment?	A/S			
Animal burrows in embankment?	A/S			
Cracking, sliding, bulging of dam?	A/S			
Drains entering pond blocked or not functioning?	A/S			
Leaks or seeps on embankment?	A/S			
Slope protection failure functional?	A/S			
Other (describe)	A/S			
Outfall Structure Box				
Low-flow orifice functional?	A/S			
Concrete/masonry condition (Cracks or displacement? Spalling?)	A			
Outfall pipe in good condition?	A			
Rip Rap Filter Bern in good condition?	A			

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Outfall channels function, not eroding?	A			
Rip Rap at the end of the outfall pipe in good condition (No signs of erosion)	A			
Other (describe)	A			
Hazards				
Have there been complaints from residents?	M			
Public hazards noted?	M			

Inspector Comments:

Overall Condition of Facility: Acceptable Unacceptable

If any of the inspection items above are checked "yes" for "maintenance needed," list maintenance actions and the completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____ (date)

Inspected by: (signature) _____

Inspected by: (printed) _____

Swales / Grass Channels Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Inspector: _____

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Debris Removal				
Facility and adjacent area free of debris?	M			
Inlets and outlets free of debris?	M			
Any dumping of yard wastes into facility?				
Litter (branches) removed?	M			
Vegetation				
Surrounding area fully stabilized? (no evidence of eroding material into swale, channel or filter strip)	M			
Grass mowed?	M			
Plan composition according to approved plan?	M			
Filtration Capacity				
Clogging from oil or grease?	M			
Facility dewateres between storms?	M			

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Sediment Deposition				
Swale clean of sediments	A			
Sediment not >20% of swale design depth.	A			
Outfall Ditch Downstream of Outfall Pipe				
In good condition?	A			
Any evidence of erosion?	A			
Any evidence of blockages?	A			
Has facility been filled or blocked inappropriately?	A			

Inspector Comments:

Overall Condition of Facility: Acceptable Unacceptable

If any of the above Inspection Items are checked "yes" for "maintenance needed," list maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____ (date)

Inspected by: (signature) _____

Inspected by: (printed) _____