



Planning Commission Meeting Agenda

281 James D. Nabors Drive
Public Works Meeting Room
Thursday, November 9, 2023 --- Meeting at 4:00 p.m.

Call to Order:

Approval of Minutes: October 10, 2023

Approval of Agenda: November 9, 2023

Public Hearing: None

Unfinished Business: None

New Business:

- 1) Appeal Case: 2023-16 Minors Cove Plat 1A Final Plat
- 2) Appeal Case: 2023-17 Minors Cove Plat 3 Final Plat
- 3) Appeal Case: 2023-18 Minor's Cove Plat 1, 1A, 3 Bond
- 4) Presentation by Subcommittee

Special Reports:

Reports from Council: Chris Brown

Reports from City of Alexander City: Amanda Thomas

Comments:

Adjournment:



Planning Commission Meeting

281 James D. Nabors Drive
Public Works Meeting Room

The Planning Commission regular scheduled meeting for Tuesday, November 14, 2023 has been rescheduled for Thursday, November 9, 2023 at 4:00pm at the Municipal Complex in the Public Works Meeting Room.



LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

535 Herron Street
Montgomery, Alabama 36104
Telephone: 334.262.1091
Facsimile: 334.262.2211



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SUBDIVISIONS
SURVEYING: LAND SURVEYS
CONSTRUCTION SURVEYS
TOPOGRAPHIC MAPS
WATER SUPPLY, TREATMENT & DISTRIBUTION

Via email: amanda.thomas@alexandercityal.gov

November 8, 2023

City of Alexander City
P.O. Box 552
Alexander City, Alabama 35011-0552

ATTN: Ms. Amanda Thomas

**RE: Miner's Cove Plat No. 1A & 3
Final Plat Approval – Revised Performance Bond
Alexander City, Tallapoosa County, Alabama**

Dear Ms. Thomas:

We have discussed the proposed performance bond for the Miner's Cove development with the City Engineer's office. Based on a revised estimate from the paving contractor, we propose to revise the proposed performance bond.

The contractor proposes to combine the final wearing surface paving for Plats 1, 1A, 2 & 3 into one performance bond/security for the final wearing surface construction. The current performance bond for Plat 1 will be released. The contractor also proposes to provide a supplemental bond for the two (2) storm pipes receiving a liner. (See attached bond security calculations, paving contractor estimate and pipe liner estimate).

Should you need any questions, please let us know.

Yours very truly,

Steven E. Speaks, PE, PLS

Enclosures

cc: Mr. Chris Newell, Mr. Pat Mathews
Mr. Drew Meecham, PE, Ms. Caroline Brown
Ms. Allison Bishop
File

Miner's Cove Plats No.1, No. 1A, 2, & No. 3
Proposed Performance Bond/Construction Security

Bituminous Asphalt Pavement

Wearing Surface (Plat 1, 1A, 2, & 3) –

Includes Asphalt Wearing Surface Layer (150 #/SY) and Tack Coat

14,667 SY x \$9.45/SY =	\$ 138,603
20 % Contingency for Base repairs	<u>\$ 27,721</u>
Total with Contingency	\$ 166,324
120% of work to be completed.	\$ 33,265
Proposed Performance Bond amount	<u>\$ 199,589</u>

Proposed Supplemental Bond/Construction Security –
Storm Pipe Lining

The contractor proposes to provide a supplemental bond/construction security for the two-storm drainpipe receiving a CIPP Liner performed by Suncoast Infrastructure, Inc. The two storm drainpipes known as Site 1 (36" RCP) and Site 5 (24" RCP) and referenced in the attached proposal from Suncoast.

The contractor proposes to provide a supplemental bond/construction security for the storm pipelining of **\$ 250,000** with a length of 5 years. The supplemental bond will be for the two-storm drainpipe only and can be extended at the end of 5 years if warranted, following inspection by the city engineer and contractor.

2-Nov-23

Gary Ingram Grading & Paving

1767 Griffin Shoals Road
Dadeville, AL 36853

Phone: 256-825-6878

Fax: 256-825-5023

Project: Miner's Cove
Wearing Surface
Location: Alexander City, AL

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
Asphalt Wearing Surface (150 #/SY) <i>*Includes Asphalt Wearing Surface Layer (150 #/SY) and Tack Coat</i>	14,667	SY	\$9.45	\$138,603.15
TOTAL				\$138,603.15

SUNCOAST INFRASTRUCTURE, INC.

P. O. Box 397
Florence, MS 39073
601-420-9682
FAX: 601-420-9300

PROPOSAL

Date: September 13, 2023

To: Newell Roadbuilders

Re: Alexander City, AL
CIPP of Storm Drains

We propose to furnish the work items shown on the attached SCHEDULE OF PAY ITEMS in accordance with standard industry practices;

SEE ATTACHED SCHEDULE OF PAY ITEMS

This proposal includes:

1. All labor, equipment, and materials required to perform work listed above in accordance with STANDARD INDUSTRY PRACTICES.
2. The pricing on the attached Schedule of Pay Items **EXCLUDES** tax and bond. (Add 2% if bond is required.) The quantities shown are estimates only. Payment shall be made for the actual work performed at the specified unit prices. These stated prices are in effect for SIXTY (60) days from the date of the proposal.
3. Traffic control (limited to cones and signs).
4. Certificate of insurance with coverage stated in the attached TERMS AND CONDITIONS.

This proposal is based on the following being provided to Suncoast Infrastructure at no charge:

1. Supply water for the equipment required to clean and line pipes.
2. Site for disposal of any debris and/or fluids removed from the pipes and all permits and fees required.
3. Access for all equipment, under its own power, to all manholes or other structures (including uncovering of buried manholes and clearing as required).
4. Bypass of existing flow if in excess of the capacity of a 4" pump, if required.
5. Any and all costs that are associated with working near a railroad, such as but not limited to: insurance, flagmen, fees, permits, etc.
6. Any emergency digging that is required to retrieve Suncoast's equipment.
7. Any and all permits required to perform Suncoast's portion of the work

THE ATTACHED UNIT PRICES ARE ONLY VALID IF SUNCOAST INFRASTRUCTURE, INC. IS GIVEN AN ORDER TO PERFORM ALL OF THE WORK SHOWN ON THE PROPOSAL.

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS AND SIGNING BELOW IS ACCEPTANCE OF THE TERMS AND CONDITIONS.

If any terms and/or conditions different from those in this Proposal are required, then the pricing provided in this Proposal will not be available unless and until terms and/or conditions acceptable to Suncoast can be agreed upon.

Respectfully submitted,

Wes Windham

Wes Windham
Project Manager

ACCEPTED:

By: 

Signed: Chris Newell

Title: Vice-President

Date: 9/19/23

SUNCOAST INFRASTRUCTURE, INC.
P. O. Box 397
Florence, MS 39073
601-420-9682
FAX: 601-420-9300

PROPOSAL

TERMS AND CONDITIONS

1. **SUNCOAST'S STATUS:** SUNCOAST is an independent contractor under contract to the CUSTOMER and shall only be responsible for performing under the PROPOSAL and SUNCOAST shall not be responsible CUSTOMER for any acts or omissions of CUSTOMER, or CUSTOMER's contractor, subcontractors, consultants or subconsultants or any of their agents or employees.
2. **ADMINISTRATION:** CUSTOMER, or an architect or engineer, if any, shall be the general administrator and coordinator of services for the PROJECT and shall facilitate the exchange of information among all SUNCOAST's and consultants on the PROJECT as necessary for the coordination of their services.
3. **CLIENT'S RESPONSIBILITIES:** CUSTOMER shall provide to SUNCOAST all information reasonably pertinent to performing under the PROPOSAL. CUSTOMER shall consult with SUNCOAST before issuing interpretations or clarifications of SUNCOAST's work or acting on submittals or change orders affecting the goods and/or services provided under the PROPOSAL. CUSTOMER shall promptly notify SUNCOAST when CUSTOMER learns of any development that affects the scope or timing of the goods and/or services provided under the PROPOSAL. CUSTOMER will immediately notify SUNCOAST in writing of any failure by SUNCOAST to meet any of the terms and conditions of the PROPOSAL.
4. **LATENT CONDITIONS:** If problems, latent conditions, or work outside the scope of work as quoted are identified, it is the responsibility of the CUSTOMER to correct the problem(s) for work to proceed and for the warranty to be valid.
5. **CHANGE ORDERS:** CUSTOMER may request SUNCOAST to make changes in the work of the quote or estimate provided by SUNCOAST consisting of additions, deletions, or other revisions. In the event of a change order, the amount of the quote or estimate shall be adjusted according to SUNCOAST's customary rate.
6. **WARRANTY:** As to any goods provided or work done, SUNCOAST warrants that the goods provided or work under the PROPOSAL will meet the specifications in the scope of work for a period of one (1) year after substantial completion.
7. **PAYMENT:** SUNCOAST shall perform the work set forth in PROPOSAL provided to CUSTOMER in exchange for payment by CUSTOMER of the amount set forth in SUNCOAST's PROPOSAL. SUNCOAST shall submit monthly statements and supporting documents to CUSTOMER of the work performed during the period for which payment is being requested, and SUNCOAST shall receive payment of the full amount, within 10 days after each submission of each monthly statement. CUSTOMER will pay an additional charge of 1.5% per month for each month any amount is delinquent. Unless the attached PROPOSAL provides otherwise, SUNCOAST shall not be responsible for securing and/or paying for any construction testing, bonds, and/or permits.
8. **INDEMNIFICATION:** SUNCOAST shall indemnify the CUSTOMER against claims for bodily injury or damage to tangible property, for which CUSTOMER becomes liable, which are proximately caused by the negligent acts or omissions of SUNCOAST or SUNCOAST's subcontractors. Likewise, CUSTOMER shall indemnify SUNCOAST to the same extent as SUNCOAST agrees to indemnify CUSTOMER as set forth herein. This indemnity obligation shall survive performance of the services hereunder.

SUNCOAST INFRASTRUCTURE, INC.

P. O. Box 397
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PROPOSAL

9. **INSURANCE:** CUSTOMER and SUNCOAST shall maintain workmen's compensation coverage of a form and in an amount as required by state law; comprehensive general liability with maximum limits \$1,000,000/\$2,000,000; automotive liability with maximum limits of \$500,000/\$1,000,000. Either party shall notify the other party of any change in coverage no later than 10 calendar days after becoming aware of such change. If coverage is withdrawn or the replacement policy will not afford the same protection and/or will require a significant increased premium when compared to prior coverage, both parties shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both. CUSTOMER and SUNCOAST shall exchange certificates or other evidence from insurance carriers of the required insurance coverages. Railroad Protective Insurance is not included. If required, it will be billed at cost plus 10%.
10. **TERMINATION:** This PROPOSAL may be terminated for default by either party upon five (5) days written notice, upon the other party's breach of any material contractual obligation hereunder. CUSTOMER shall be considered to have materially breached its obligations hereunder and to be in default, if CUSTOMER fails to pay SUNCOAST within ten (10) days of the due date for any payment. CUSTOMER may at its convenience, upon ten (10) days prior written notice to SUNCOAST, without cause or fault of either SUNCOAST or CUSTOMER, terminate the PROPOSAL in whole or in part if CUSTOMER in its sole discretion, determines it to be in CUSTOMER's best interest. In case of such termination for CUSTOMER's convenience, SUNCOAST shall be entitled to receive payment for all work executed, and all costs reasonably incurred by reason of such termination including, but not limited to, all shut down, demobilization and restocking costs and the costs of all goods that have been ordered that cannot be returned.
11. **HAZARDOUS MATERIALS:** SUNCOAST has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. CUSTOMER is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any hazardous materials located on or in the project site, or located during the performance of the PROPOSAL.
12. **ATTORNEY'S FEES:** Should litigation be required to enforce the PROPOSAL, all reasonable litigation expenses, collection expenses, witness fees, court costs and attorney's fees shall be paid by the non-prevailing party to the prevailing party.
13. **SEPARATE PROVISIONS:** If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding. Paragraph headings are for convenience of reference only and shall not modify, define, limit or expand the parties as expressed in this Agreement.
14. **EXTENT OF AGREEMENT:** The PROPOSAL and these TERMS AND CONDITIONS represent the entire agreement between the parties and may be amended only by a written instrument signed by both parties.
15. **PUNITIVE DAMAGES:** In no event will either the SUNCOAST or the CUSTOMER be liable to the other for any punitive damages as a result of any acts or omissions that arise from, or otherwise pertain to, the PROPOSAL.

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PROPOSAL

SCHEDULE OF PAY ITEMS

No.	Description	Quantity	Units	Unit Price	Amount
1	36" CIPP-Site 1	188	LF	\$440.00	\$82,720.00
2	24" CIPP Site 5	156	LF	\$375.00	\$58,500.00
3	Mobilization	1	LS	\$8,635.00	\$8,635.00
BASE TOTAL					\$140,855.00

THE ABOVE QUANTITIES ARE ESTIMATES ONLY. PAYMENT SHALL BE MADE FOR THE ACTUAL WORK PERFORMED AT THE SPECIFIED UNIT PRICES.

THE ABOVE PRICING IS IN EFFECT FOR 60 CALENDAR DAYS FROM THE DATE OF THIS PROPOSAL.

PRICING IS BASED OFF OF THE WORK BEING PERFORMED IN ONE MOBILIZATION. ANY ADDITIONAL MOBILIZATIONS AT THE DIRECTION OF THE CONTRACTOR WILL RESULT IN A CHARGE OF \$3500.00

THE ABOVE PRICING IS FOR REHABBING THE PIPES ONLY. THE PRICE DOES NOT INCLUDE ANY FILLING OF SINKHOLES.

SUNCOAST IS NOT RESPONSIBLE FOR ANY SETTLING THAT TAKES PLACE OR HAS ALREADY TAKEN PLACE.

THE PRICE ABOVE IS BASED UPON DRIVE UP ACCESS TO BOTH THE UPSTREAM AND DOWNSTREAM STRUCTURES BEING PROVIDED.

**STATE OF ALABAMA
COUNTY OF TALLAPOOSA**

I, Steven E. Speaks, a Registered Engineer and Land Surveyor of Tallapoosa County, Alabama, hereby certify that I have surveyed the property of River Cove II, L.L.C., an Alabama limited liability company, as owner of Miner's Cove Plat No. 1A, located in Tallapoosa County, Alabama, and being more particularly described as follows:

**STATE OF ALABAMA
COUNTY OF TALLAPOOSA**

I, do hereby further certify that the map of Miner's Cove Plat No. 1A contained hereon, is a true and correct map showing the subdivision into which the property described is divided, giving the length and bearings of the boundaries of each lot and its number, and showing the streets, alleys, and public grounds, and giving the bearings, length, width, and name of the streets. Said map further shows the relation to the land so platted to the government survey, and that permanent monuments have been properly placed at all points marked on said map.

WITNESS my hand this the _____ day of _____, 2023.

Steven E. Speaks, P.E., P.L.S.
Alabama Registration No. 308977

DEDICATION:

I, James Patrick Mathews, whose name as Manager of River Cove II, LLC, an Alabama limited liability company, which is the Co-Manager of Miner's Cove LLC, an Alabama limited liability company, has caused the land embraced in the within plat to be surveyed, laid out and platted to be known as Miner's Cove Plat No. 1A, located in the NW 1/4 of the SE 1/4, the NE 1/4 of the SW 1/4, and the NE 1/4 of the SE 1/4 of Section 9, T-22-N, R-22-E, Tallapoosa County, Alabama.

MINER'S COVE, LLC
an Alabama limited liability company

By: RIVER COVE II, L.L.C.
an Alabama limited liability company

Its: Co-Manager

James Patrick Mathews
Its Manager

ACKNOWLEDGMENT:

**STATE OF ALABAMA
COUNTY OF TALLAPOOSA**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Patrick Mathews, whose name as Manager of River Cove II, LLC, an Alabama limited liability company, which is the Co-Manager of Miner's Cove LLC, an Alabama limited liability company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and official seal this _____ day of _____, 2023.

Notary Public

DEDICATION:

I, Christopher Lee Newell, whose name as President of NRB Developers, Inc., an Alabama corporation, the Manager of NRB Properties, LLC, an Alabama limited liability company, which is the Co-Manager of Miner's Cove, LLC, an Alabama limited liability company, has caused the land embraced in the within plat to be surveyed, laid out and platted to be known as Miner's Cove Plat No. 1A, located in the NW 1/4 of the SE 1/4, the NE 1/4 of the SW 1/4, and the NE 1/4 of the SE 1/4 of Section 9, T-22-N, R-22-E, Tallapoosa County, Alabama.

NRB PROPERTIES, LLC
an Alabama limited liability company

Its: Co-Manager

By: NRB DEVELOPERS, INC.
An Alabama corporation

Christopher Lee Newell
Its President

ACKNOWLEDGMENT:

**STATE OF ALABAMA
COUNTY OF TALLAPOOSA**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christopher Lee Newell, whose name as President of NRB Developers, Inc., an Alabama corporation, the Manager of NRB Properties, LLC, an Alabama limited liability company, which is the Co-Manager of Miner's Cove, LLC, an Alabama limited liability company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and official seal this _____ day of _____, 2023.

Notary Public

CERTIFICATE OF APPROVAL BY THE WATER DEPARTMENT:

The undersigned, as authorized by the Water Department of the City of Alexander City, Alabama, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the _____ day of _____, 2023.

Water Department
City of Alexander City, Alabama

CERTIFICATE OF APPROVAL BY THE GAS DEPARTMENT:

The undersigned, as authorized by the Gas Department of the City of Alexander City, Alabama, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the _____ day of _____, 2023.

Gas Department
City of Alexander City, Alabama

CERTIFICATE OF APPROVAL BY THE ALEXANDER CITY LIGHT DEPARTMENT:

The undersigned, as authorized by the Alexander City Light Department, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the _____ day of _____, 2023.

Alexander City Light Department

CERTIFICATE OF APPROVAL BY THE ALABAMA POWER COMPANY:

The undersigned, as authorized by the Alabama Power Company, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the _____ day of _____, 2023.

Alabama Power Company

CERTIFICATE OF APPROVAL BY THE TALLAPOOSA COUNTY HEALTH DEPARTMENT:

The lots on this plat are subject to approval or deletion by the Tallapoosa Health Department. No representation is made that any lot on this plat will accommodate an Onsite Sewage System (OSS). The appropriateness of a lot for wastewater (sewage) treatment and disposal shall be determined when an application is submitted. If permitted, the lot approval may contain certain conditions which restrict the use of the lot or obligate owners to special maintenance and reporting requirements, and these are on file with the said health department and are made a part of this plat as if set out here on.

The undersigned, as authorized by the Tallapoosa County Health Department, hereby approves the within plat for the recording of same in the Office of the Judge of Probate of Tallapoosa County, Alabama.

This the _____ day of _____, 2023.

Health Officer
Tallapoosa County Health Department

CERTIFICATE OF APPROVAL BY THE TALLAPOOSA COUNTY E-911 BOARD:

The undersigned, as authorized by the E-911 Board of Tallapoosa County, Alabama, hereby approves the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the _____ day of _____, 2023.

Chairman or Coordinator, 911 Board

CERTIFICATE OF APPROVAL BY THE CITY ENGINEER FOR STORM DRAINAGE SYSTEM:

The undersigned, as duly appointed City Engineer of the City of Alexander City, Alabama, concur on the design of the storm drainage system as depicted on this plat.

This the _____ day of _____, 2023.

City Engineer
City of Alexander City, Alabama

CERTIFICATE OF APPROVAL BY THE CITY ENGINEER:

The undersigned, as duly appointed City Engineer of the City of Alexander City, Alabama, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the _____ day of _____, 2023.

City Engineer
City of Alexander City, Alabama

APPROVAL BY THE ALEXANDER CITY PLANNING COMMISSION:

I hereby certify that this plat for River Cove II, L.L.C., has been found to comply with the Subdivision Regulations for Alexander City, Alabama, with the exception of such variances and special conditions, if any, as noted in the minutes of the Planning Commission, and that it has been approved in the Office of the Probate Judge of Tallapoosa County, Alabama.

This the _____ day of _____, 2023.

Chairman, Planning Commission

Secretary

CERTIFICATE OF APPROVAL BY THE TALLAPOOSA COUNTY ENGINEER:

The undersigned, as the County Engineer of Tallapoosa County, Alabama, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the _____ day of _____, 2023.

County Engineer

OFFICE OF THE JUDGE OF PROBATE:

**STATE OF ALABAMA
TALLAPOOSA COUNTY**

I hereby certify that this Plat or Map was filed in this Office for record this

_____ day of _____, 2023, at _____ o'clock _____ M, and

recorded in Book _____ of Plats and Maps, Page _____ Recording _____

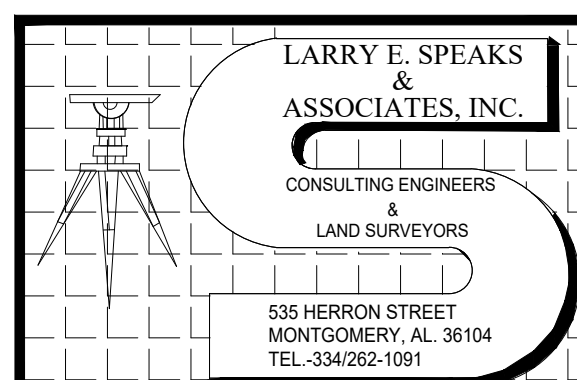
paid.

Judge of Probate

NOTES:

- WITHOUT RELIEVING ANY OTHER LEGALLY RESPONSIBLE PARTIES, EACH LOT OWNER IS RESPONSIBLE FOR INSTITUTING EROSION CONTROL MEASURES DURING CONSTRUCTION OF ANY IMPROVEMENT ON SAID LOT.
- ALL DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT ARE TO BE MAINTAINED BY THE OWNER OF THE LOT OR LAND UPON WHICH IS LOCATED SUCH DRAINAGE EASEMENT. FAILURE TO MAINTAIN AREA AS CONSTRUCTED AND INTENDED, MAY RESULT IN UPSTREAM FLOODING AND COULD RESULT IN A CIVIL LIABILITY.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP THE DESCRIBED PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND THE AREA ABUTTING THE LAKE IS LOCATED IN ZONE A (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATIONS DETERMINED.), ACCORDING TO REVISED MAPS DATED JULY 18, 2011, MAP NO. 01123C0188C
- NO LOTS ON THIS PLAT MAY BE FURTHER SUBDIVIDED.
- SITE DATA:
TOTAL TRACT ACREAGE: 2.17 ACRES
SMALLEST LOT SIZE: N/A
TOTAL NUMBER OF LOTS: 0 LOTS
LINEAR FOOTAGE OF STREETS 1,520 L.F.
- ACCORDING TO A LETTER DATED MAY 6, 2009 FROM THE ALABAMA POWER COMPANY, THE HIGHEST RECORDED POOL ELEVATION MEASURED AT MARTIN DAM SINCE 1940 IS 491.90' M.S.L. THE TALLAPOOSA COUNTY FLOOD DAMAGE PREVENTION ORDINANCE REQUIRES THAT ALL STRUCTURES BE BUILT A MINIMUM 1'00" ABOVE THE HIGHEST RECORDED POOL ELEVATION (492.90' M.S.L.). THE APPROXIMATE LOCATION OF THE ABOVE DESCRIBED 492.90' M.S.L. LINE IS SHOWN ON THE PLAT FOR REFERENCE. LOT OWNERS MUST COMPLY WITH BUILDING SET BACK REQUIREMENTS CONTAINED IN THE CHARTER OR DESIGN GUIDELINES.
- IT IS A REQUIREMENT OF THIS PLAT THAT THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ROADWAY ADJACENT TO THE OWNER'S LOT WHICH IS CAUSED BY CONTRACTORS WORKING ON THE OWNER'S LOT.
- IN THE EVENT TWO OR MORE ADJACENT LOTS ARE PURCHASED BY THE SAME PERSON AND CONSTRUCTION CROSSES OVER A LOT LINE, THE UTILITY EASEMENT ON SAID LOT LINE SHALL BE VACATED, PROVIDED THE OWNER OF THE LOTS MAKES ARRANGEMENTS WITH THE OWNER OF ANY UTILITIES IN PLACE TO REMOVE AND/OR RELOCATE SAID UTILITIES. IN ADDITION, THE LOT OWNER IS REQUIRED TO FOLLOW THE CITY ADMINISTRATIVE PLAT PROCEDURE TO CONSOLIDATE LOTS.
- MINER'S COVE LLC, ITS SUCCESSORS, ASSIGNS, AND ITS DESIGNEES, AT&T TELECOMMUNICATIONS COMPANY AND ALL OTHER UTILITIES, INCLUDING CABLE PROVIDERS, SHALL, WITH THE PRIOR WRITTEN CONSENT OF RIVER COVE II, L.L.C., ITS SUCCESSORS, ASSIGNS, AND ITS DESIGNEES, BE GRANTED THE RIGHT TO CONSTRUCT, INSTALL, OPERATE AND MAINTAIN THEIR FACILITIES INCLUDING ALL CONDUITS, CABLES, TRANSCLOSURES, PIPE AND OTHER APPLIANCES USEFUL OR NECESSARY IN CONNECTION THEREWITH, WITHIN A TEN (10) FOOT EASEMENT ALONG THAT PORTION OF EACH LOT ABUTTING ROADWAY, OR AS DESCRIBED ON THE PLAT, AND ANY OTHER UTILITY EASEMENT SHOWN, TOGETHER WITH ALL THE RIGHTS AND PRIVILEGES NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OR USE THEREOF, INCLUDING THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID FACILITIES AND THE RIGHT TO EXCAVATE FOR INSTALLATION, REPLACEMENT, REPAIR AND REMOVAL THEREOF, AND ALSO, THE RIGHT TO CUT AND KEEP CLEAN ALL TREES, UNDERBRUSH, SHRUBBERY, ROOTS AND OTHER GROWTH AND TO KEEP CLEAR ANY AND ALL OBSTRUCTIONS OR OBSTACLES OF WHATEVER CHARACTER ON, UNDER AND ABOVE SAID FACILITIES.
- BEARINGS AND DISTANCES SHOWN AROUND THE WATER ARE INTENDED TO REPRESENT THE 491' (M.S.L.) CONTOUR OF LAKE MARTIN. THESE BEARINGS AND DISTANCES ARE FOR DETERMINING ACREAGE OF LOTS. IT IS INTENDED THAT ALL LOTS EXTEND TO THE 491' (M.S.L.) CONTOUR AND NOT EXACTLY TO THE POINTS SHOWN BY THE BEARINGS AND DISTANCES.
- THERE IS HEREBY GRANTED A 5' MINIMUM BLANKET UTILITY EASEMENT FOR ALL UTILITIES IN THIS SUBDIVISION ALONG EACH SIDE LOT LINE FOR A TOTAL OF 10', UNLESS NOTED OTHERWISE ON THE PLAT.
- ALL PARKS, EXPANSION AREAS, COMMON AREAS AND COMMON LAKE ACCESS POINTS IF ANY WILL NOT BE MAINTAINED BY THE COUNTY OR CITY OF ALEXANDER CITY.
- DRIVEWAY DRAIN PIPES FOR ALL LOTS WHICH REQUIRE A PIPE, SHALL BE A MINIMUM 15" CLASS III REINFORCED CONCRETE PIPE.
- THE LOT OWNER IS RESPONSIBLE FOR THE DRIVEWAY PIPE AS DICTATED BY HYDROLOGY.
- IT IS A REQUIREMENT OF THIS PLAT THAT ANY RIGHT-OF-WAY MAINTENANCE IS THE RESPONSIBILITY OF MINER'S COVE LLC, ITS SUCCESSORS AND OR ASSIGNS.
- ALABAMA POWER COMPANY IS GRANTED THE RIGHT TO CONSTRUCT, INSTALL, OPERATED AND MAINTAIN IT'S FACILITIES, INCLUDING ALL CONDUITS, CABLES, TRANSCLOSURES AND OTHER APPLIANCES USEFUL OR NECESSARY IN CONNECTION THEREWITH, WITHIN A TEN (10) FOOT EASEMENT ALONG THAT PORTION OF EACH LOT ABUTTING A DEDICATED STREET, AND ANY OTHER UTILITY EASEMENT SHOWN, FOR THE UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER, TOGETHER WITH ALL THE RIGHTS AND PRIVILEGES NECESSARY OR CONVENIENT FOR THE FULL ENJOYMENT OR USE THEREOF, INCLUDING THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID FACILITIES AND THE RIGHT TO EXCAVATE FOR INSTALLATION, REPLACEMENT, REPAIR AND REMOVAL THEREOF, AND ALSO, THE RIGHT TO CUT AND KEEP CLEAR ALL TREES, UNDERBRUSH, SHRUBBERY, ROOTS AND OTHER GROWTH, AND TO KEEP CLEAR ANY AND ALL OBSTRUCTIONS OR OBSTACLES OF WHATEVER CHARACTER ON, UNDER AND ABOVE SAID FACILITIES. ALSO INCLUDED IN THE RIGHTS GRANTED HEREIN IS THE RIGHT TO INSTALL SERVICE LATERALS RUNNING FROM SAID 10-FOOT WIDE EASEMENT TO THE DWELLINGS OR BUILDINGS CONSTRUCTED ON THE LOTS WITHIN THIS PLAT.
- THE MINER'S COVE OWNERS ASSOCIATION, INC. WILL BE RESPONSIBLE FOR THE 811 LINE LOCATES FOR THE INDIVIDUAL ON-SITE SEWER FORCE MAIN LINES.
- THE INDIVIDUAL ON-SITE SANITARY SEWER SYSTEMS AND FORCE MAINS ARE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS. NO PART OF THE INDIVIDUAL SANITARY SEWER SYSTEMS ARE THE RESPONSIBILITY OF THE CITY OF ALEXANDER CITY.

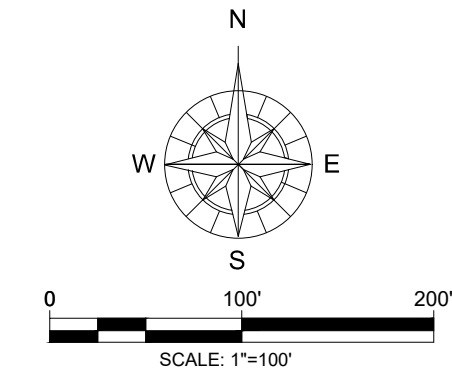
DATE: 09/26/2023



MINER'S COVE PLAT NO. 3

LOCATED IN SECTION 9
T-22-N, R-22-E
TALLAPOOSA COUNTY, ALABAMA

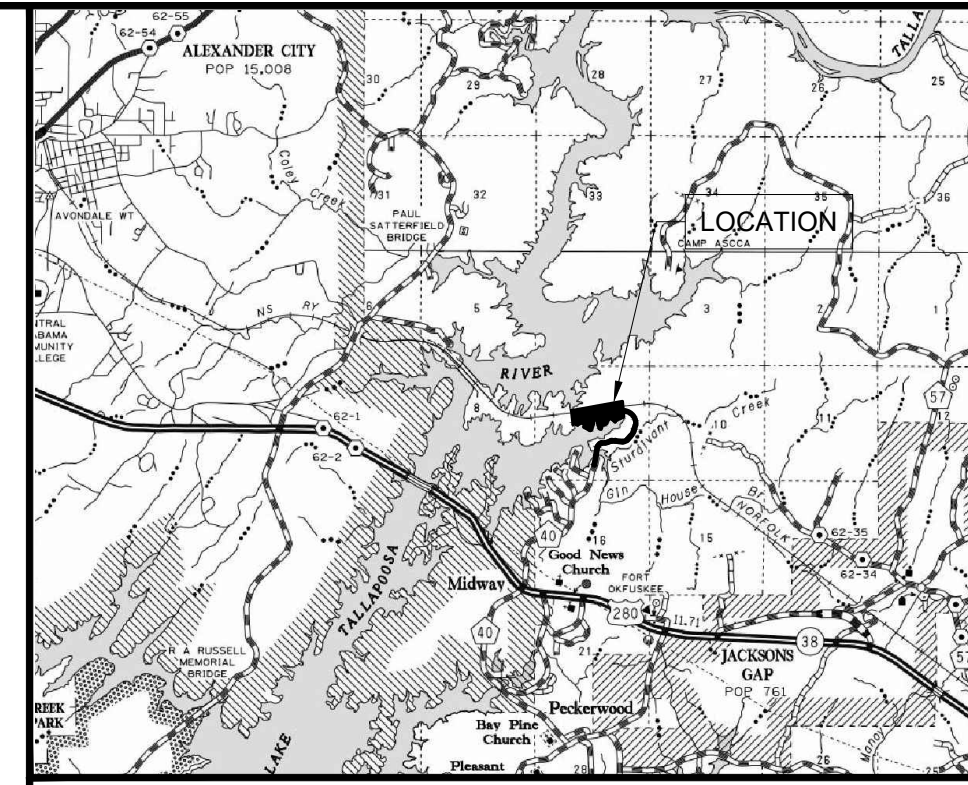
STATE PLANE GRID NORTH



LEGEND

- FOUND IRON PIN (5/8" REBAR CAPPED) W/ # CA-00017-L.S. UNLESS NOTED OTHERWISE
- △ CALCULATED POINT
- SET IRON PIN (5/8" REBAR CAPPED) W/ # CA-00017-L.S.

----- 492.9 ----- 492.9 CONTOUR LINE



LOCATION MAP
TALLAPOOSA COUNTY, AL



DATE: 08/17/2023

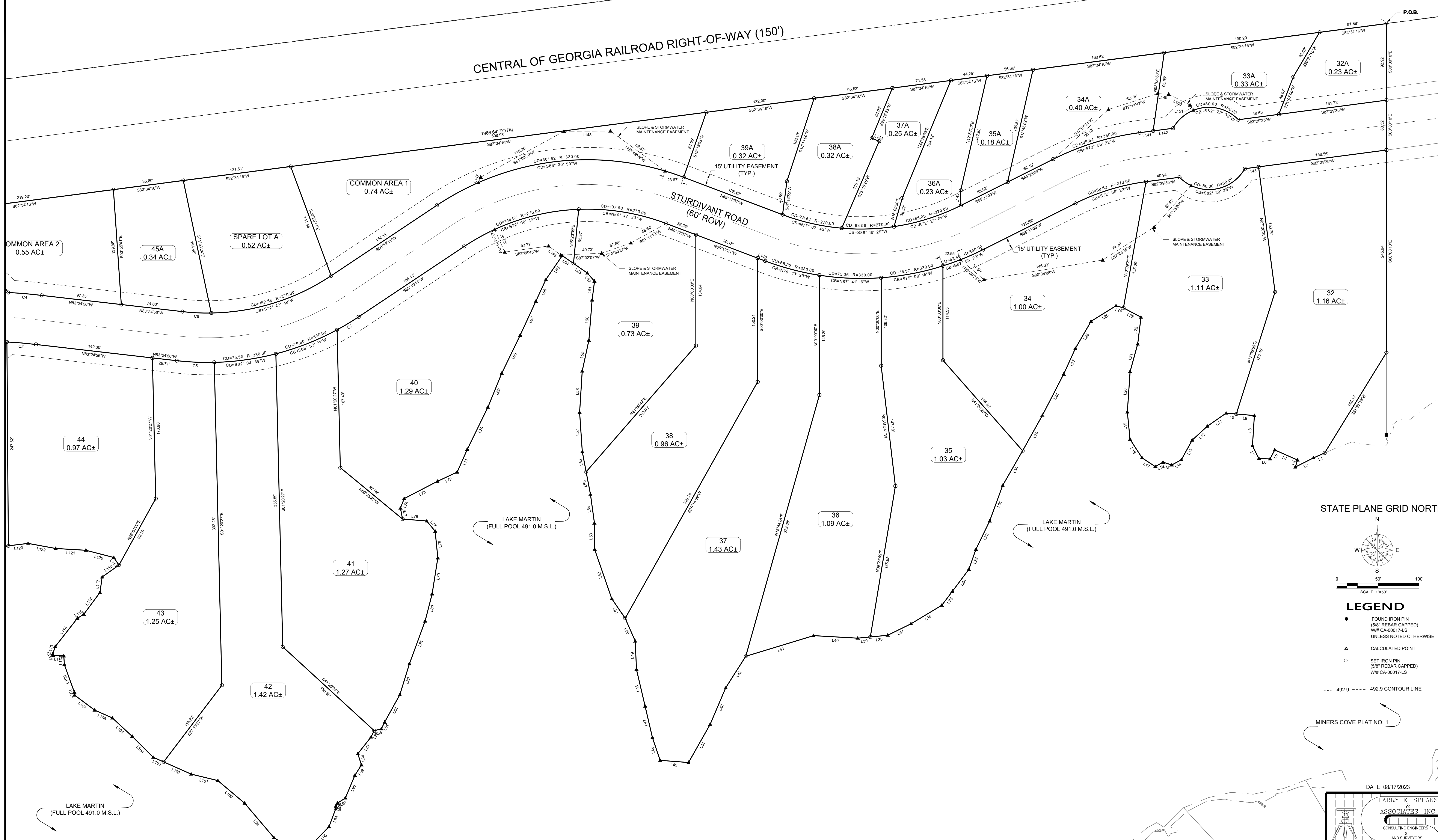
LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

535 HERRON STREET
MONTGOMERY, AL 36104
TEL. 334/262-1091

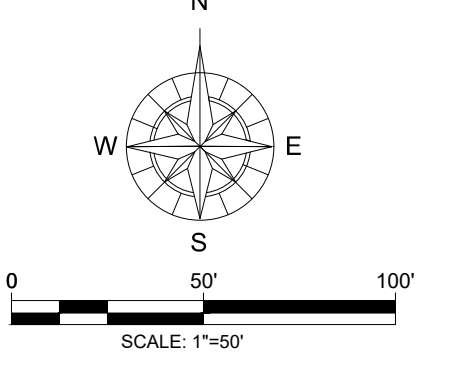
MINER'S COVE PLAT NO. 3

LOCATED IN SECTION 9
T-22-N, R-22-E
TALLAPOOSA COUNTY, ALABAMA

CENTRAL OF GEORGIA RAILROAD RIGHT-OF-WAY (150')



STATE PLANE GRID NORTH



LEGEND

- FOUND IRON PIN (5/8" REBAR CAPPED) W/ CA-00017-LS UNLESS NOTED OTHERWISE
- ▲ CALCULATED POINT
- SET IRON PIN (3/8" REBAR CAPPED) W/ CA-00017-LS
- 492.9 --- 492.9 CONTOUR LINE

MINERS COVE PLAT NO. 1

DATE: 08/17/2023

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
535 HERRON STREET
MONTGOMERY, AL 36104
TEL: 334/262-1101

MINER'S COVE PLAT NO. 3

LOCATED IN SECTION 9
T-22-N, R-22-E
TALLAPOOSA COUNTY, ALABAMA

CENTRAL OF GEORGIA RAILROAD RIGHT-OF-WAY (150')

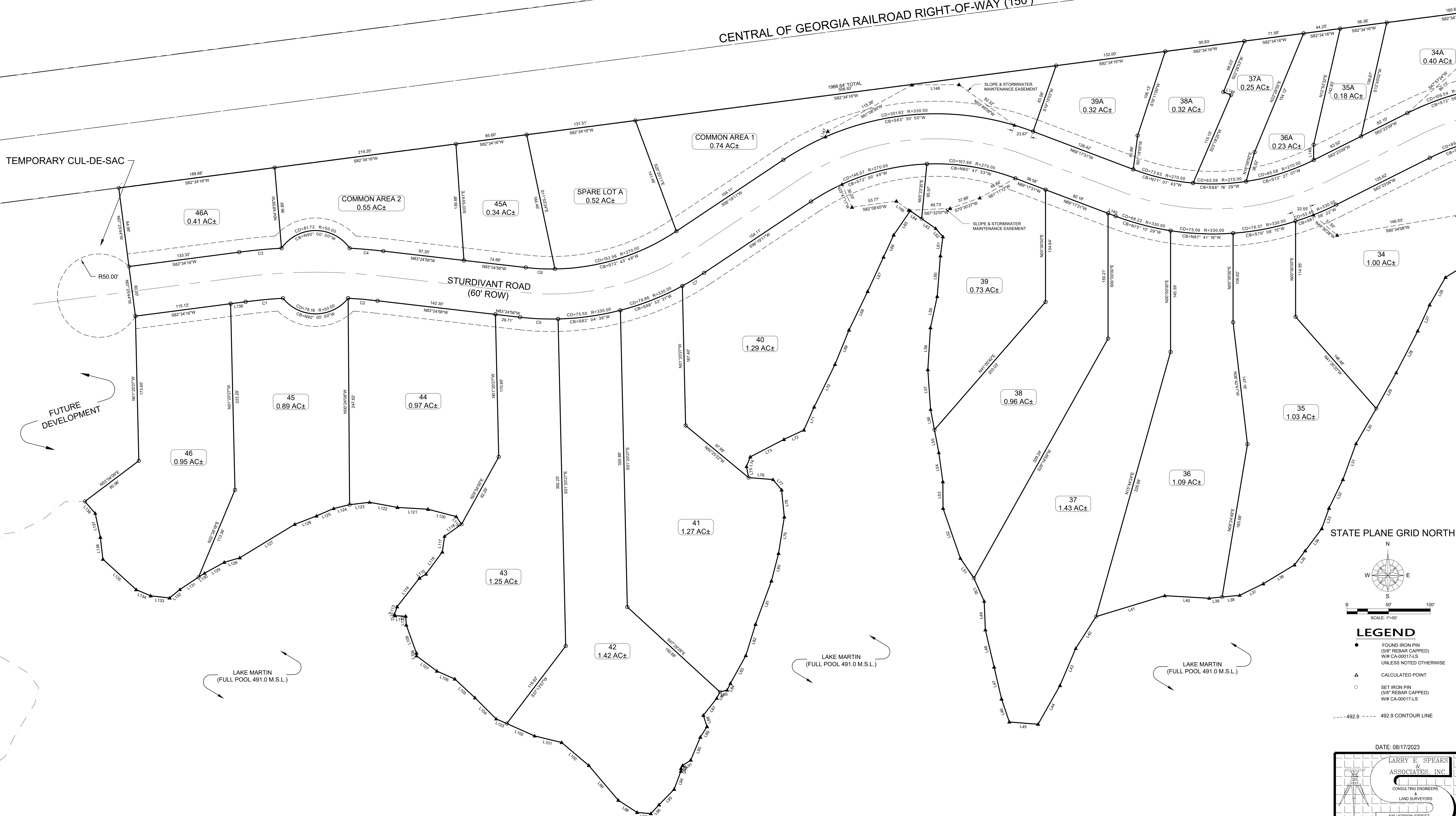
TEMPORARY CUL-DE-SAC

FUTURE DEVELOPMENT

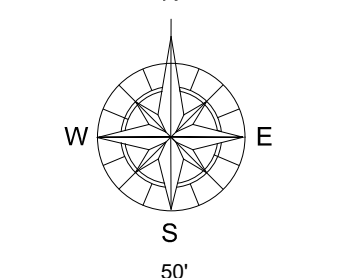
LAKE MARTIN (FULL POOL 491.0 M.S.L.)

LAKE MARTIN (FULL POOL 491.0 M.S.L.)

LAKE MARTIN (FULL POOL 491.0 M.S.L.)



STATE PLANE GRID NORTH



- LEGEND**
- FOUND IRON PIN (5/8" REBAR CAPPED) W/ # CA-00017-LS UNLESS NOTED OTHERWISE
 - ▲ CALCULATED POINT
 - SET IRON PIN (5/8" REBAR CAPPED) W/ # CA-00017-LS
 - 492.9 --- 492.9 CONTOUR LINE

DATE: 08/17/2023

LARRY E. SPEAKS & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
535 HERRON STREET
MONTGOMERY, AL 36104
TEL: 334/262-1101

MINER'S COVE PLAT NO. 3

LOCATED IN SECTION 9 T-22-N, R-22-E TALLAPOOSA COUNTY, ALABAMA

STATE OF ALABAMA COUNTY OF TALLAPOOSA

I, Steven E. Speaks, a Registered Engineer and Land Surveyor of Tallapoosa County, Alabama, hereby certify that I have surveyed the property of River Cove II, L.L.C., an Alabama limited liability company, as owner of Miner's Cove Plat No. 3, located in Tallapoosa County, Alabama, and being more particularly described as follows:

STATE OF ALABAMA COUNTY OF TALLAPOOSA

Commence at a found 4" x 4" concrete marker known as the Southeast Corner of the NE 1/4 of Section 9, T-22-N, R-22-E, Tallapoosa County, Alabama; thence North 667.63' to a point; thence West 1,301.37' to a found iron pin located on the South Right-of-Way (150') of Central of Georgia Railroad and the POINT OF BEGINNING for the herein-described parcel of land; thence leaving said South Right-of-Way (150') of Central of Georgia Railroad S 00°00'10" E 399.38' to a found iron pin; thence S 31°35'16" W 143.17' to a found iron pin located on the highway line (491' m.s.l. contour) of Lake Martin; thence meandering along said highway line (491' m.s.l. contour) of Lake Martin which generally follows the following one hundred and thirty-eight courses: (1) S 66°29'46" W 14.85'; (2) S 63°16'25" W 24.63'; (3) N 17°12'10" E 8.88'; (4) N 66°03'06" W 30.20'; (5) S 27°33'04" W 12.32'; (6) N 87°56'27" W 13.64'; (7) N 26°39'32" W 17.19'; (8) N 03°33'16" E 36.86'; (9) N 85°05'19" W 22.01'; (10) N 85°05'19" W 12.47'; (11) S 55°01'12" W 27.81'; (12) S 47°23'31" W 24.89'; (13) S 29°03'58" W 27.22'; (14) S 60°53'06" W 13.17'; (15) N 72°15'59" W 11.34'; (16) S 59°48'35" W 10.80'; (17) N 56°21'01" W 19.29'; (18) N 32°55'57" W 26.77'; (19) N 05°37'20" W 33.32'; (20) N 03°49'00" E 49.18'; (21) N 15°21'43" E 34.90'; (22) N 07°02'14" E 32.74'; (23) N 62°15'53" W 24.11'; (24) N 73°47'39" W 9.33'; (25) S 58°01'27" W 35.72'; (26) S 30°03'51" W 38.12'; (27) S 24°32'00" W 34.26'; (28) S 27°16'09" W 56.31'; (29) S 29°07'36" W 49.24'; (30) S 29°54'57" W 48.60'; (31) S 20°05'24" W 45.88'; (32) S 25°55'54" W 38.19'; (33) S 19°30'46" W 25.94'; (34) S 36°48'46" W 33.26'; (35) S 37°11'19" W 21.29'; (36) S 58°55'44" W 43.72'; (37) S 63°56'23" W 31.53'; (38) S 84°29'32" W 21.09'; (39) S 84°29'32" W 15.52'; (40) N 86°42'45" W 53.50'; (41) S 73°04'29" W 86.13'; (42) S 32°31'06" W 45.30'; (43) S 22°57'42" W 48.32'; (44) S 29°34'51" W 53.30'; (45) N 85°31'31" W 34.59'; (46) N 18°40'26" W 29.13'; (47) N 13°06'53" W 39.29'; (48) N 13°11'01" W 45.88'; (49) N 02°24'52" W 34.25'; (50) N 23°58'05" W 30.24'; (51) N 34°14'54" W 28.94'; (52) N 19°06'33" W 63.30'; (53) N 00°29'35" W 31.96'; (54) N 07°55'53" W 35.28'; (55) N 10°46'17" W 27.84'; (56) N 10°46'17" W 24.90'; (57) N 03°58'48" W 47.75'; (58) N 03°38'49" E 50.35'; (59) N 12°09'31" E 38.27'; (60) N 04°33'49" E 48.98'; (61) N 07°17'56" E 23.02'; (62) N 40°58'03" W 13.25'; (63) N 55°17'39" W 20.39'; (64) N 55°17'39" W 16.63'; (65) S 34°28'37" W 35.18'; (66) S 24°59'02" W 29.13'; (67) S 24°48'23" W 45.32'; (68) S 25°52'04" W 51.48'; (69) S 22°09'33" W 44.35'; (70) S 26°02'18" W 57.02'; (71) S 24°00'10" W 30.25'; (72) S 64°59'49" W 26.53'; (73) S 62°30'59" W 45.42'; (74) S 21°24'21" W 12.37'; (75) S 10°42'37" E 13.51'; (76) S 85°20'29" E 29.40'; (77) S 39°52'05" E 16.10'; (78) S 05°40'14" E 32.364'; (79) S 09°00'38" W 44.29'; (80) S 14°28'37" W 33.94'; (81) S 20°10'09" W 55.39'; (82) S 17°15'08" W 39.35'; (83) S 28°56'22" W 38.10'; (84) S 28°08'26" W 9.00'; (85) S 75°45'29" W 8.92'; (86) S 26°36'54" W 8.62'; (87) S 38°14'41" W 25.90'; (88) S 17°58'21" E 14.26'; (89) S 32°14'21" W 14.99'; (90) S 22°49'12" W 29.78'; (91) S 56°34'01" W 11.58'; (92) S 27°33'54" W 4.20'; (93) S 03°07'15" W 3.23'; (94) S 20°31'36" W 23.13'; (95) S 44°19'40" W 26.03'; (96) S 42°50'12" W 14.39'; (97) N 85°03'12" W 16.53'; (98) N 57°01'08" W 26.83'; (99) N 40°19'30" W 54.74'; (100) N 49°48'57" W 42.64'; (101) N 76°21'04" W 33.33'; (102) N 66°06'53" W 36.56'; (103) N 66°06'53" W 13.95'; (104) N 45°05'10" W 35.79'; (105) N 47°04'46" W 33.07'; (106) N 66°12'45" W 23.49'; (107) N 53°14'49" W 30.51'; (108) N 02°04'49" W 3.47'; (109) N 19°55'35" W 35.71'; (110) N 03°35'22" W 10.56'; (111) N 87°34'15" W 12.84'; (112) N 22°50'24" W 1.78'; (113) N 18°58'20" E 9.66'; (114) N 38°02'02" E 43.58'; (115) N 57°46'00" E 9.16'; (116) N 36°36'29" E 32.99'; (117) N 07°58'00" E 18.98'; (118) N 54°46'51" E 25.00'; (119) N 34°28'34" W 11.20'; (120) N 75°24'54" W 34.99'; (121) N 86°40'50" W 36.68'; (122) N 79°34'04" W 34.02'; (123) S 83°09'49" W 24.19'; (124) S 78°33'24" W 19.71'; (125) S 66°30'04" W 22.42'; (126) S 68°58'27" W 27.97'; (127) S 58°39'04" W 77.13'; (128) S 73°43'54" W 19.40'; (129) S 61°07'48" W 27.08'; (130) S 56°36'31" W 8.49'; (131) S 56°36'31" W 26.85'; (132) S 50°20'04" W 16.03'; (133) N 83°30'44" W 22.91'; (134) N 66°49'04" W 18.87'; (135) N 47°31'55" W 54.08'; (136) N 06°34'41" W 26.50'; (137) N 12°11'48" W 29.35'; (138) N 41°01'47" W 18.88' to a set iron pin; thence leaving said highway line (491' m.s.l. contour) of Lake Martin N 53°04'09" E 80.96' to a set iron pin; thence N 01°20'27" W 173.60' to a set iron pin located on the South Right-of-Way (60') of Sturdivant Road; thence leaving said South Right-of-Way (60') of Sturdivant Road N 07°25'44" W 154.96' to a set iron pin located on the South Right-of-Way (150') of Central of Georgia Railroad; thence along said South Right-of-Way (150') of Central of Georgia Railroad N 82°34'16" E 1,966.64' to the point of beginning. Containing 24.28 acres, more or less, and lying in and being a part of Section 9, T-22-N, R-22-E, Tallapoosa County, Alabama.

NRB PROPERTIES, LLC
an Alabama limited liability company

Its: Co-Manager

By: NRB DEVELOPERS, INC.
An Alabama corporation

Christopher Lee Newell
Its President

ACKNOWLEDGMENT:

STATE OF ALABAMA COUNTY OF TALLAPOOSA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christopher Lee Newell, whose name as President of NRB Developers, Inc., an Alabama corporation, the Manager of NRB Properties, LLC, an Alabama limited liability company, which is the Co-Manager of Miner's Cove, LLC, an Alabama limited liability company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and official seal this ____ day of _____, 2023.

Notary Public

CERTIFICATE OF APPROVAL BY THE WATER DEPARTMENT:

The undersigned, as authorized by the Water Department of the City of Alexander City, Alabama, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the ____ day of _____, 2023.

Water Department
City of Alexander City, Alabama

CERTIFICATE OF APPROVAL BY THE GAS DEPARTMENT:

The undersigned, as authorized by the Gas Department of the City of Alexander City, Alabama, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the ____ day of _____, 2023.

Gas Department
City of Alexander City, Alabama

CERTIFICATE OF APPROVAL BY THE ALEXANDER CITY LIGHT DEPARTMENT:

The undersigned, as authorized by the Alexander City Light Department, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the ____ day of _____, 2023.

Alexander City Light Department

CERTIFICATE OF APPROVAL BY THE ALABAMA POWER COMPANY:

The undersigned, as authorized by the Alabama Power Company, hereby approved the within plat for the recording of same in the Probate Office of Tallapoosa County, Alabama.

This the ____ day of _____, 2023.

Alabama Power Company

James Patrick Mathews
Its Manager

Notary Public

Health Officer
Tallapoosa County Health Department

Chairman or Coordinator, 911 Board

By: NRB DEVELOPERS, INC.
An Alabama corporation

Christopher Lee Newell
Its President

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an Alabama limited liability company

Its: Co-Manager

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