



EPHRIAM & ASSOC ENVIRONMENTAL, LLC

CONSULTING – ECOASSESSMENTS – PERMITTING

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J. Scott Brown, Chief
The ADEM Coastal Office
1615 South Broad Street | Mobile, Alabama 36605
Alabama Department of Environmental Management
Attn: Coastal Area Management Program

Subject: Request for Variance from Regulation 335-8-2-.06

RE: Haber – Emerald Coast Carpet Cleaning

Lot 3D, Canal Square Lane

Orange Beach, AL

Parcel: 65-03-06-0-000-010

SAM-2024-00122-STB

Dear Mr. Brown,

Pursuant to ADEM Administrative Code 335-8-1-.13, Ephriam and Associates, on behalf of Mr. and Mrs. Haber, is submitting the requested information in order to process a variance request for the property indicated above:

(a) A certified letter indicating specifically from which regulation(s) a variance is sought;

This document represents our certified submission as requested. Mr. & Mrs. Haber are seeking to obtain a variance pursuant to Alabama Coastal Area Management Plan for the subject property. Permit SAM-2024-00122-STB is, at the time of writing, in the Public Notice period for a Nationwide 39 permit.

(b) A legal argument and documentation which demonstrates that failure by the Department to grant a variance would constitute a taking of property without just compensation;

Granting a variance for this project would not only facilitate the creation of new jobs and expand the Haber's local business in a rapidly growing economical residential sector of Orange Beach. Furthermore, it was expected that the project would be acceptable to ADEM due to surrounding development and a recent ADEM variance granted for a parcel immediately adjacent to the project site.

Denial of the variance would impose an undue burden on the property owners by significantly limiting the reasonable use and economic potential of the land, without providing fair compensation for the loss incurred. The owners have employed an engineer to draft construction plans for their project and have committed funds to permitting the project. If matters remain "as-is," this project will cause further irrevocable investment loss and will render this parcel unsellable.

(c) A certified copy of the deed or other instrument under which the applicant claims title or possession of the property upon which the project will be carried out;

A copy of the deed is attached.

(d) A demonstration that the project has been planned so as to minimize impacts on the coastal area for which the regulation, from which a variance is sought, was adopted and a demonstration that no alternative sites or means to accomplish the desired activity are available;

Lot 3D of Canal Square totals 0.93 acre in size. The proposed building and parking spaces were designed to maximize the land in accordance with the permit application. The parcel of land earmarked for this development is located within the Coastal Control Zone and is comprised of low-quality wetlands with a WRAP score of 41.67%. Our proposal incorporates several measures to mitigate the potential impacts on the wetlands, including two stormwater retention ponds and a green space of 0.56 acres (61% of the size of the property). To compensate for unavoidable wetlands impacts, an appropriate amount of mitigation credits will be purchased from the Weeks Bay Mitigation Bank. The mitigation ratio at this bank for low quality wetlands is 1.5:1.

Thank you for your attention to this matter. I am available to provide any further information or clarification required.

Sincerely,



Evan Huglen

Environmental Scientist II

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(s) below.

Grantors: DENSON F. FREEMAN and MARY E. FREEMAN
Mailing Address: 14621 Cotton Stocking Lane, Magnolia Springs AL 36555
Grantees: AMANDA HABER and JAMISON HABER
Mailing Address: 4719 Burkart Lane, Orange Beach, AL 36561
Property Address: 4395 CANAL SQUARE LANE, ORANGE BEACH, AL 36561
Date of Sale: 12/15/23
Value (§40-22-1): \$ 235,000

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 **DENSON F. FREEMAN** and **MARY E. FREEMAN**, husband and wife, hereinafter referred to as Grantors, 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 them by **AMANDA HABER** and **JAMISON HABER**, hereinafter referred to as Grantees, receipt of which is hereby acknowledged, the said Grantors do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said Grantees, as tenants in common with equal interests during the period of their concurrent lives, and upon the death of either of said Grantees, the remainder to the survivor of said Grantees, 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:

Lot 3D of the Re-subdivision of Lot 3 of Canal Square Subdivision according to map or plat thereof recorded on Slide 2088-D, of the Probate Records in the Office of the Judge of Probate, Baldwin County, Alabama.

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. Zoning, if any, planning, subdivision regulations and other ordinances, laws, restrictions or regulations upon the use or division of the Subdivision as may be legally imposed by the County of Baldwin, Alabama, City of Orange Beach, Alabama, or State of Alabama or any other governmental authorities having jurisdiction over the Subdivision.
4. Building setback lines and drainage and utility line easements as shown on the recorded plat of said subdivision recorded in Slide # 2088-D.
5. Boundary Line Agreement as set forth in Real Property Book 770, page 1732, and re-recorded at Instrument 515461.
6. Easement for ingress and egress as set forth in Real Property Book 770, page

1735 & 1737.

7. Oil, gas and mineral lease and all rights in connection therewith by Max A. Wynn, Cherie M. Wynn, Barbara W. Ladnier and Edith P. Wynn to Carpenter Creek Exploration & Production Co., dated January 5, 1983 and recorded in Real Property Book 130, pages 1801 through 1802.
8. Restrictive Covenants for Canal Square Subdivision, recorded October 2, 2002 in Instrument 685146.
9. Reservations, restrictions, rights of way, easements, building setback lines and drainage and utility line easements as noted on plat recorded in Slide 2088-D.

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 (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap but does not discriminate against handicapped people.

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 Grantees during their concurrent lives, and upon the death of either of said Grantees, to the survivor of said Grantees, and to the heirs and assigns of said survivor, in fee simple, FOREVER.

And, except as to the above and taxes hereafter falling due, which are assumed by the Grantees, the Grantors, for the Grantors and for the heirs and assigns of the Grantors, COVENANT AND WARRANT to and with the said Grantees, the survivor of said Grantees, and the heirs and assigns of said survivor, that the Grantors are seized of an indefeasible estate in fee simple in and to said real property, and have a good and lawful right to sell and convey the said real property; that the Grantors are 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 Grantors do WARRANT AND WILL FOREVER DEFEND the title to said real property, and the possession of said real property, unto the said Grantees, the survivor of said Grantees, and the heirs and assigns of said survivor, against the lawful claims and demands of all persons whomsoever.

It is the intention of the Grantees herein that title be taken in their joint names as tenants in common with cross-contingent remainders to the survivor in fee, and that this estate be destructible only with the consent of all Grantees.

THE SCRIVENER OF THIS INSTRUMENT REPRESENTS NEITHER GRANTORS NOR GRANTEEES CONTAINED HEREIN AND RECOMMENDS EACH PARTY RETAIN INDEPENDENT LEGAL COUNSEL TO REVIEW SAID DOCUMENT.

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IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 15 day of December, 2023

[Signature]

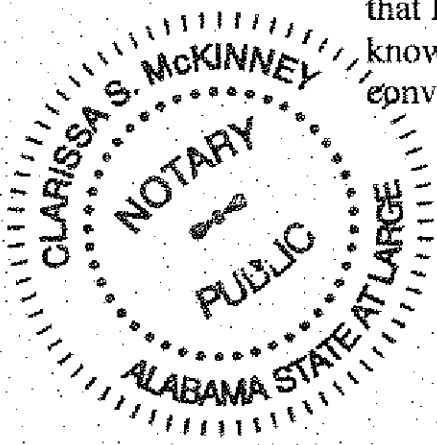
DENSON F. FREEMAN

[Signature]
MARY E. FREEMAN

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DENSON F. FREEMAN**, whose name is signed to foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of December, 2023



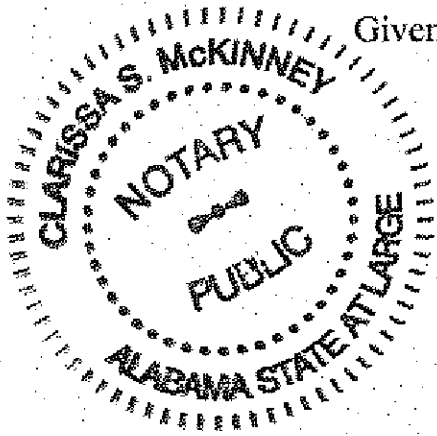
[Signature]

Notary Public
My Commission expires: 8/10/27

STATE OF Alabama }
COUNTY OF Baldwin }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **MARY E. FREEMAN**, whose name is signed to foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of December, 2023



[Signature]

Notary Public
My Commission expires: 8/10/27