

McNeill, Catherine

From: CESAM-RD <CESAM-RD@usace.army.mil>
Sent: Tuesday, July 15, 2025 7:19 AM
To: Gena Todia; Mobile Coastal Mail
Subject: ACKNOWLEDGMENT Corps PCN & ADEM Variance Request, Lot 17, Heron Point Subdivision, Gulf Shores
Attachments: Constanzo, Dennis (Lot 17, Heron Point PCN App Package).pdf; Constanzo, Dennis (Legal Opinion).pdf; Constanzo, Dennis (Lot 17, Heron Point Purchase Agmt).pdf

U.S. Army Corps of Engineers (USACE), Mobile District is in receipt of your recent request. This request has been assigned the following file number, which should be referred to in all future correspondence with this office concerning this project:

File Number: SAM-2025-00301

Following an initial review of your request a project manager will contact you if any additional information is required.

The USACE, Mobile District now utilizes paperless communication, and you will receive only electronic copies of any correspondence from us concerning this matter (including any possible permit authorizations), unless a paper copy is specifically requested. If you wish to receive paper copies of our correspondence you should send a written request to this office at the following address:

U.S. Army Corps of Engineers
Mobile District, Regulatory Division (RD) Post Office Box 2288 Mobile, Alabama 36628.

Electronic copies of this email and any future correspondence will also be sent to your agent, if applicable, and to any relevant agencies.

For additional information on our Regulatory program, visit our website at:
www.sam.usace.army.mil/Missions/Regulatory.aspx

From: Gena Todia <jaget@zebra.net>
Sent: Monday, July 14, 2025 4:04 PM
To: CESAM-RD <CESAM-RD@usace.army.mil>; Hegji, Philip Andrew CIV USARMY CESAM (USA) <Philip.A.Hegji@usace.army.mil>; 'Brown, Scott' <jsb@adem.alabama.gov>
Cc: 'Dennis Constanzo' <dennis@littleprovincesandwichbistro.com>
Subject: [Non-DoD Source] Corps PCN & ADEM Variance Request, Lot 17, Heron Point Subdivision, Gulf Shores

Please find attached a PCN application package and separate legal opinion letter to ADEM requesting a variance for a single-family residence in the coastal zone. For ADEM, I've also enclosed the purchase agreement in lieu of a deed.

If anything further is needed, please let me know.

Thank you,

Gena Todia
Wetland Resources Environmental Consulting

Post Office Box 2694
Daphne, Alabama 36526
Office: (251) 928-6157
Cell: (251) 402-6055
Email: jaget@zebra.net

U.S. Army Corps of Engineers (USACE)
NATIONWIDE PERMIT PRE-CONSTRUCTION NOTIFICATION (PCN)
33 CFR 330. The proponent agency is CECW-CO-R.

Form Approved -
OMB No. 0710-0003
Expires: 02-28-2022

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332.

Principal Purpose Information provided on this form will be used in evaluating the nationwide permit pre-construction notification.

Routine Uses This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of the agency coordination process.

Disclosure Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued.

The public reporting burden for this collection of information, 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR RESPONSE TO THE ABOVE EMAIL.

One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see *sample drawings and/or instructions*) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
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(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME First - Dennis Middle - Last - Constanzo Company - Company Title - E-mail Address - dennis@littleprovincesandwichbistro.com	8. AUTHORIZED AGENT'S NAME AND TITLE (<i>agent is not required</i>) First - C/O: Gena Middle - Last - Todia Company - Wetland Resources Environmental Consulting E-mail Address - jaget@zebra.net
6. APPLICANT'S ADDRESS: Address- 719 Arcadia Avenue City - Arcadia State - CA Zip - 91007 Country - USA	9. AGENT'S ADDRESS: Address- P.O. Box 26994 City - Daphne State - AL Zip - 36526 Country - USA
7. APPLICANT'S PHONE NOs. with AREA CODE a. Residence b. Business c. Fax d. Mobile 626-698-8139	10. AGENT'S PHONE NOs. with AREA CODE a. Residence b. Business c. Fax d. Mobile 251-928-6157 251-402-6055

STATEMENT OF AUTHORIZATION

11. I hereby authorize, Wetland Resources to act in my behalf as my agent in the processing of this this nationwide permit pre-construction notification and to furnish, upon request, supplemental information in support of this nationwide permit pre-construction notification.


SIGNATURE OF APPLICANT


July 12, 2025
DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME or TITLE (*see instructions*)

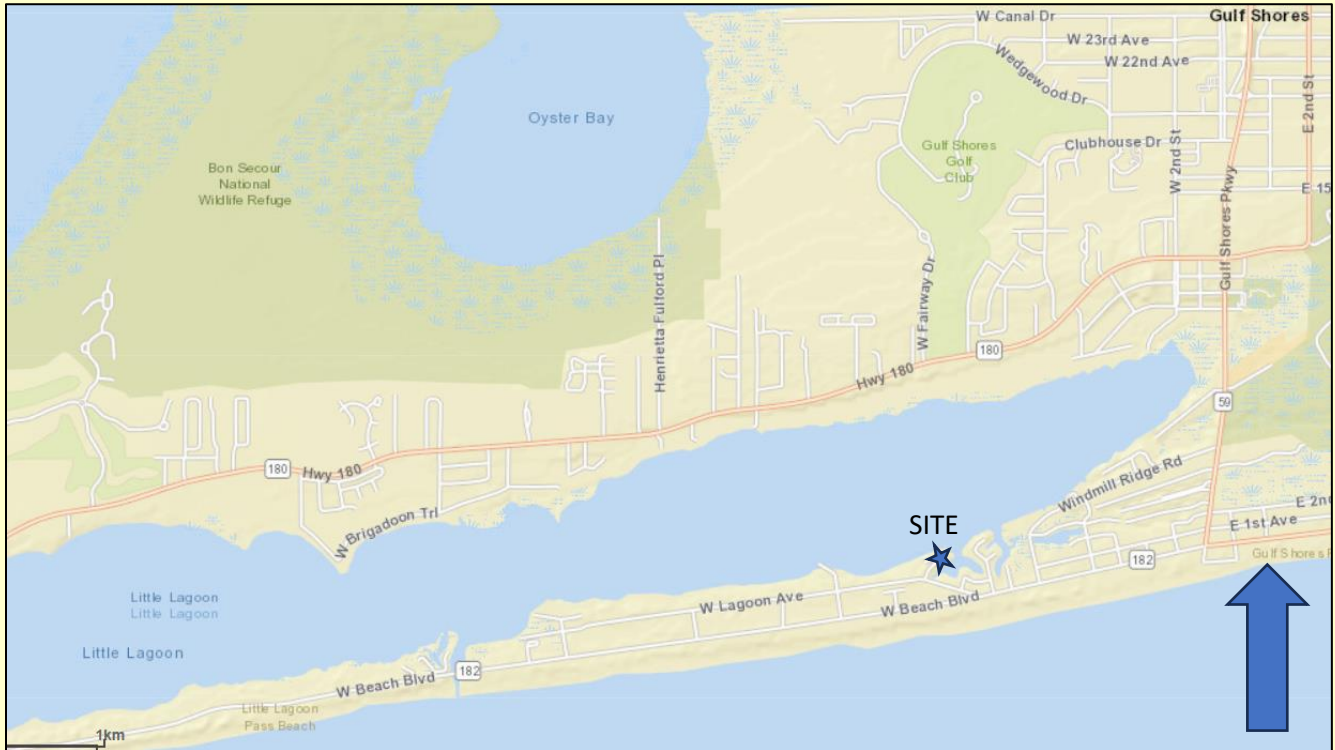
Residential Construction, Lot 17, Heron Point

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY			
13. NAME OF WATERBODY, IF KNOWN <i>(if applicable)</i> Wetlands adjoining Little Lagoon		14. PROPOSED ACTIVITY STREET ADDRESS <i>(if applicable)</i> Heron Point Dr. (Lot 17, Heron Point Subdivision)	
15. LOCATION OF PROPOSED ACTIVITY <i>(see instructions)</i> Latitude °N Longitude °W 30.247525 -87.706748		City: Gulf Shores	State: Zip: AL 36542
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN <i>(see instructions)</i>			
State Tax Parcel ID 05-66-04-19-1-000-062.005 (PIN: 272500)		Municipality Gulf Shores	
Section 19	Township 9 South	Range 4 East	
17. DIRECTIONS TO THE SITE. From the south end of State Hwy. 59 turn west onto West Beach Blvd. Travel approx. 0.9 mile to W. Lagoon Ave, which veers off to the right. Go approx. 0.2 mile to Heron Point Dr. and turn right. If the gate is closed, approach slowly in vehicle and the gate will open. The lot is a short distance down on the right.			
18. IDENTIFY THE SPECIFIC NATIONWIDE PERMIT(S) YOU PROPOSE TO USE: NWP 18, Minor Discharges			
19. DESCRIPTION OF PROPOSED NATIONWIDE PERMIT ACTIVITY <i>(see instructions)</i> A single-family residence is to be built on the lot. It will be necessary to fill a minor amount of wetland area at the rear of the house as shown on the attached drawing.			
20. DESCRIPTION OF PROPOSED MITIGATION MEASURES <i>(see instructions)</i> The house is being situated against the front building setback line and fill surrounding the slab under the house is being minimized to the extent feasible while including enough fill to keep soil under and surrounding the slab stable.			
21. PURPOSE OF NATIONWIDE PERMIT ACTIVITY <i>(Describe the reason or purpose of the project, see instructions)</i> The project purpose is to construct a single-family residence and driveway on a legally platted lot.			
22. Quantity of Wetlands, Streams, or Other Types of Waters Directly Affected by Proposed Nationwide Permit Activity <i>(see instructions)</i>			
Acres 0.026 (1,137 SF)	Linear Feet n/a	Cubic Yards Dredged or Discharged 105 CY of fill	
Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site.			
23. List any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project on any related activity <i>(see instructions)</i> A variance to certain ADEM Coastal Area Management Program regulations is required to build on this lot. A variance request is being submitted to ADEM concurrently with this PCN.			
24. If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and requires pre-construction notification, explain how the compensatory mitigation requirement in paragraph (c) of general condition 23 will be satisfied, or explain why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required for the proposed activity. ADEM requires compensatory mitigation for any amount of wetland impact in the coastal zone, therefore, an appropriate amount of pine savanna mitigation credit will be purchased from an approved mitigation bank.			

25. Is Any Portion of the Nationwide Permit Activity Already Complete?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, describe the completed work:
26. List the name(s) of any species listed as endangered or threatened under the Endangered Species Act that might be affected by the proposed NWP activity or utilize the designated critical habitat that might be affected by the proposed NWP activity. (see instructions)			
According to USFWS IPaC, protected species potentially effected by the project include: Tricolored Bat, Piping Plover, Rufa Red Knot, Eastern Indigo Snake, Green Sea Turtle, Kemp's Ridley Sea Turtle, Gulf Sturgeon, and Monarch Butterfly.			
27. List any historic properties that have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic property or properties. (see instructions)			
A cultural resources assessment has not been done for this project. Presumably one was done prior to the subdivision as a whole being approved.			
28. For a proposed NWP activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, identify the Wild and Scenic River or the "study river":			
n/a			
29. If the proposed NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, have you submitted a written request for section 408 permission from the Corps district having jurisdiction over that project?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
If "yes", please provide the date your request was submitted to the Corps District:			
30. If the terms of the NWP(s) you want to use require additional information to be included in the PCN, please include that information in this space or provide it on an additional sheet of paper marked Block 30. (see instructions)			
A wetland delineation was done in March 2025. A survey showing wetlands and wetland determination data forms are attached.			
Wetland function was assessed using Wetland Rapid Assessment Procedure. The completed WRAP form is attached.			
31. Pre-construction notification is hereby made for one or more nationwide permit(s) to authorize the work described in this notification. I certify that this information in this pre-construction notification is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.			
 SIGNATURE OF APPLICANT	July 12, 2025 DATE	Gena Todia SIGNATURE OF AGENT	Digitally signed by Gena Todia Date: 2025.07.12 11:01:03 -05'00' 2025-07-05 DATE
The Pre-Construction Notification must be signed by the person who desires to undertake the proposed activity (applicant) and, if the statement in block 11 has been filled out and signed, the authorized agent.			
18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.			

Location Maps

Lot 17, Heron Point Subdivision
Gulf Shores, Baldwin County, Alabama
30.247502, -87.706723



I, Trent R. Wilson, a Professional Land Surveyor, hereby certify that I have surveyed Lot 17, HERON POINT SUBDIVISION, as recorded in Slide 2292 - C#D, in the Office of the Judge of Probate, Baldwin County, Alabama; and hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of 3/14/2025. Survey invalid if not sealed in red.

Order No.: 11125
Client:
Address: Heron Point Dr

Trent R Wilson

Trent Wilson PLS #34764
Weygand Wilson Surveying LLC
229 E. 20th Ave., Suite 10
Gulf Shores, AL 36542
Phone:(251)-975-7555



NOTES:
1. MEASURED BEARINGS BASED ON ASTRONOMIC NORTH
AS OBTAINED BY GPS OBSERVATION.

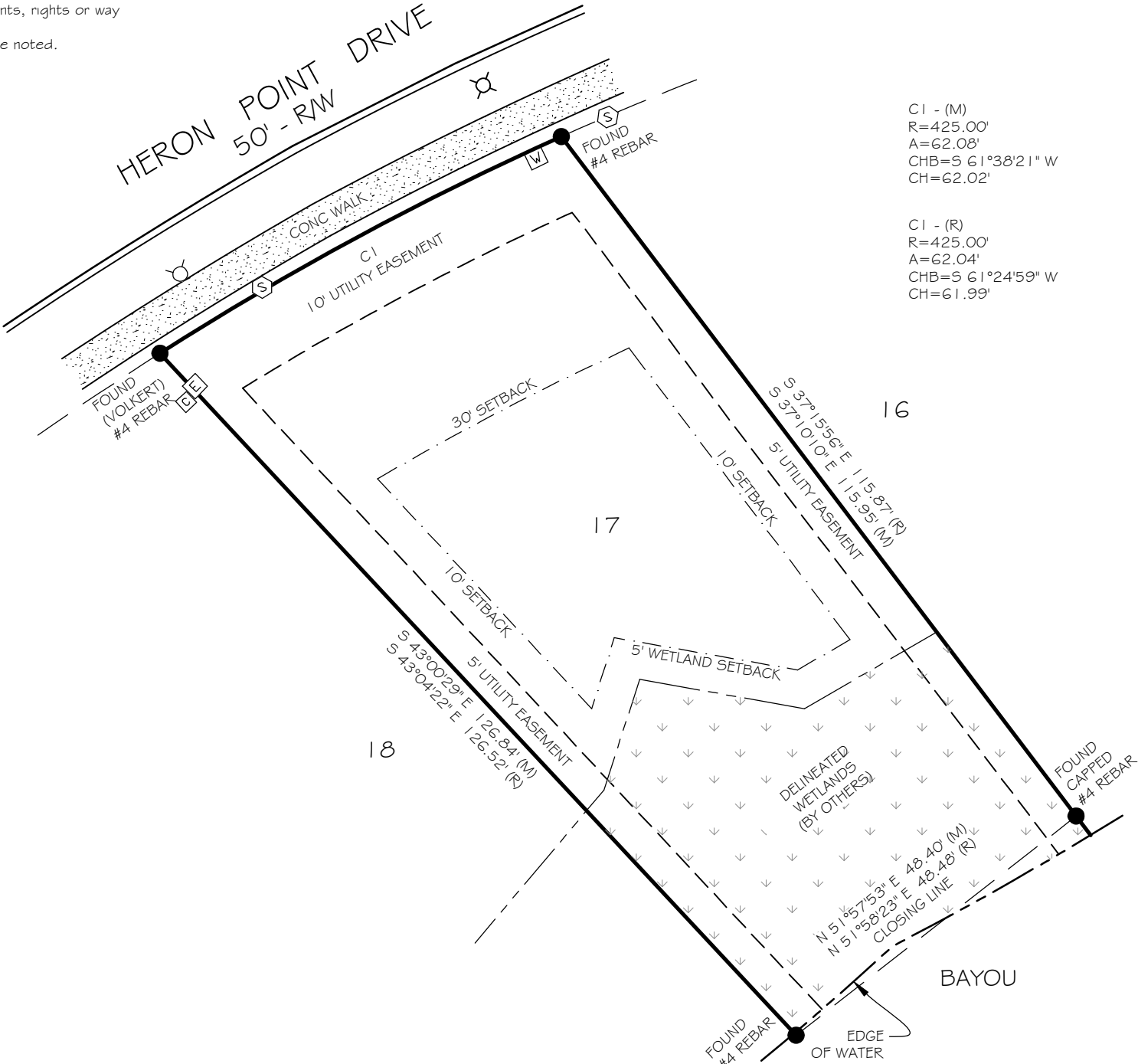
Note:
(a) No title search of the public records or abstract of title has been performed by this firm. The parcel shown hereon is subject to setbacks, zoning, easements, rights or way and/or restrictions whether or not of record.
(b) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted.
(c) This survey is intended for the sole use of the client shown hereon, valid for a period of 6 years from the date of survey and non-transferable.



LEGEND	
BLDG	BUILDING
CALC	CALCULATED
CH	CHORD
D	DELTA
⊙	MANHOLE
R	RADIUS
R/W	RIGHT OF WAY
S.F.	SQUARE FEET
□	AIR CONDITIONER
○	UTILITY POLE
⋈	ANCHOR
▬	WALL
CONC	CONCRETE
☑	WATER METER
Ⓢ	SEWER BOX
⊠	IRRIGATION CONTROL BOX
⊙	WATER VALVE
⊙	FIRE HYDRANT
Ⓢ	COMMUNICATION BOX
Ⓢ	ELECTRIC BOX
Ⓢ	FIBER OPTIC BOX
Ⓢ	LIGHT POLE
△	STAKING POINT
(M)	MEASURED
(R)	RECORDED
CM	CONCRETE MONUMENT
FENCE	— x —
OVERHEAD UTILITIES	— // —



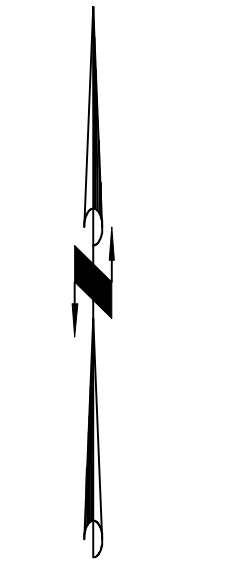
SCALE: 1"=20'



C1 - (M)
R=425.00'
A=62.08'
CHB=S 61°38'21" W
CH=62.02'

C1 - (R)
R=425.00'
A=62.04'
CHB=S 61°24'59" W
CH=61.99'

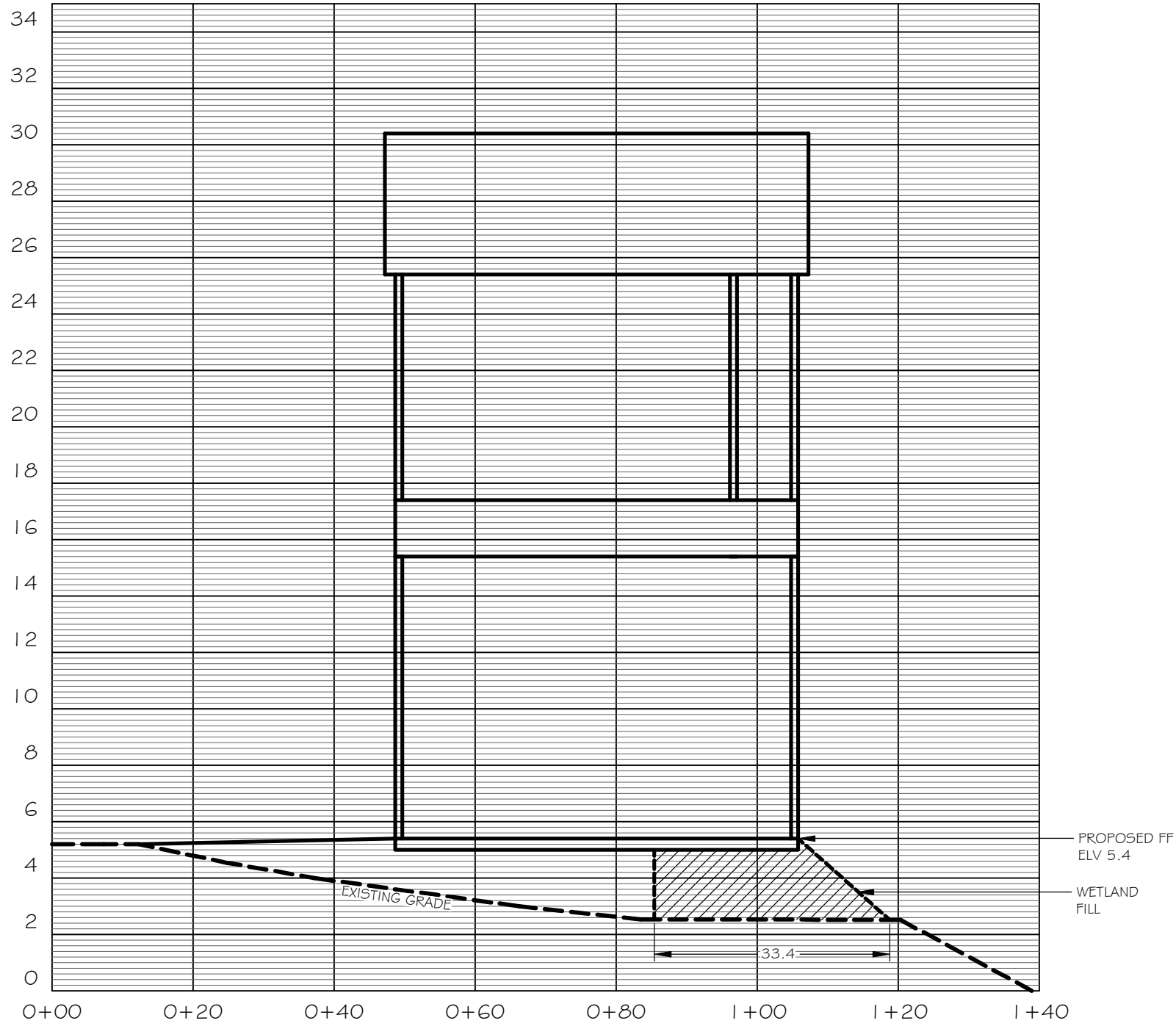
LEGEND	
B.L.D.G.	BUILDING
C.A.L.C.	CALCULATED
C.H.	CHORD
D.	DELTA
M.	MANHOLE
R.	RADIUS
R.W.	RIGHT OF WAY
S.F.	SQUARE FEET
A.C.	AIR CONDITIONER
U.P.	UTILITY POLE
A.	ANCHOR
W.	WALL
C.O.N.C.	CONCRETE
W.M.	WATER METER
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(M)	MEASURED
(R)	RECORDED
C.M.	CONCRETE MONUMENT
FENCE	— X —
OVERHEAD UTILITIES	— // —



HORZ SCALE: 1"=20'
VERT SCALE: 1"=5'



NOTES:
1. MEASURED BEARINGS BASED ON ASTRONOMIC NORTH
AS OBTAINED BY GPS OBSERVATION.



DISTURBED WETLAND AREA — 1,137 SF
WETLAND FILL — 105 CUBIC YDS

STATE OF ALABAMA)
BALDWIN COUNTY)

SITE PLAN

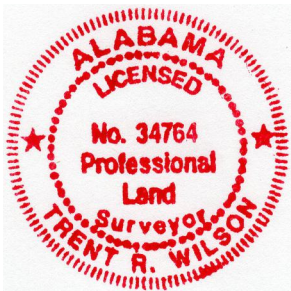
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Order No.: 11288
Client:
Address: Heron Point Dr

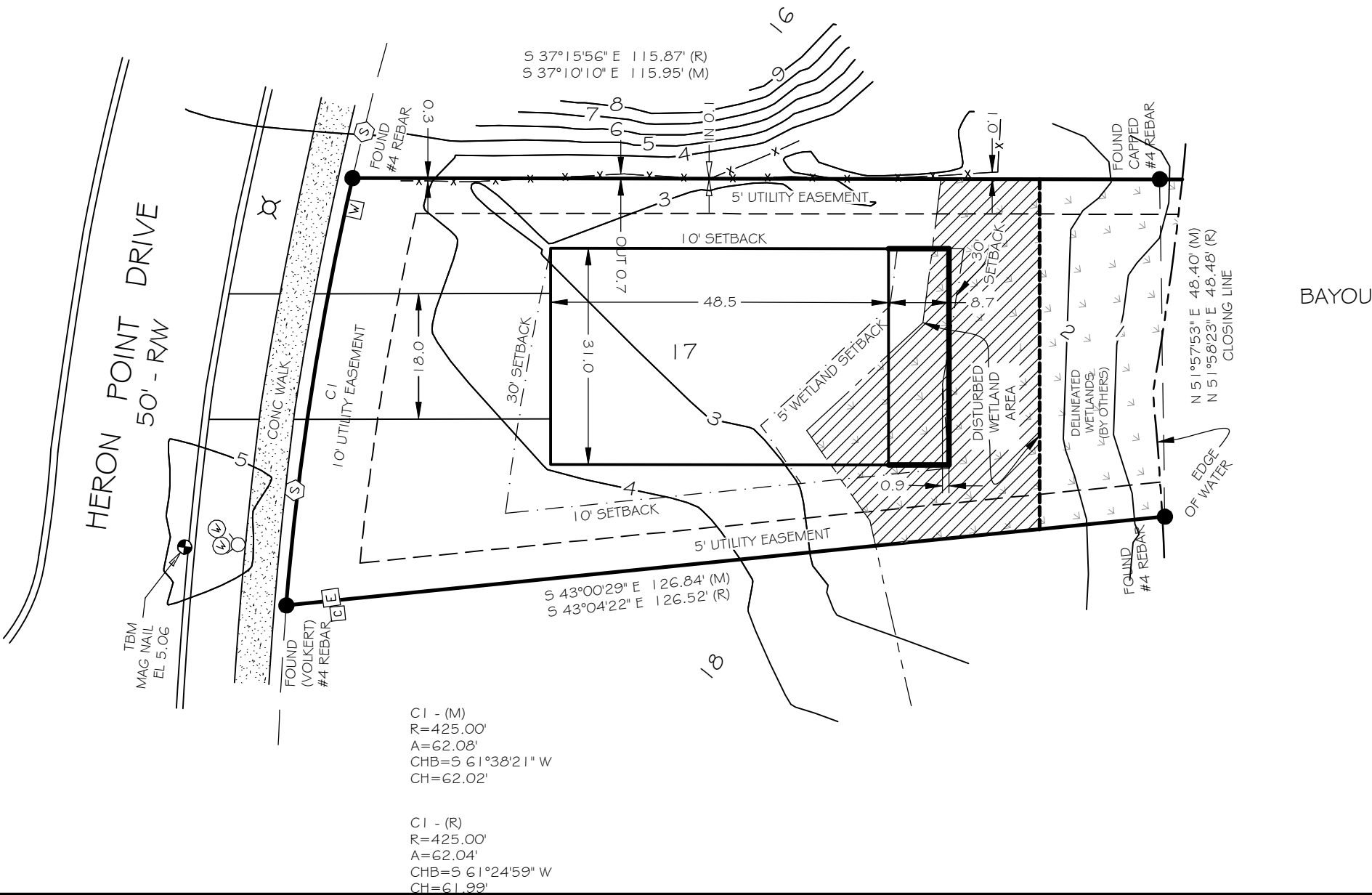
Trent R. Wilson

Trent Wilson: PLS #34764
Weygand Wilson Surveying LLC
229 E. 20th Ave., Suite 10
Gulf Shores, AL 36542
Phone:(251)-975-7555

**WEYGAND
WILSON
SURVEYORS**



Note:
(a) No title search of the public records or abstract of title has been performed by this firm. The parcel shown hereon is subject to setbacks, zoning, easements, rights or way and/or restrictions whether or not of record.
(b) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted.
(c) This survey is intended for the sole use of the client shown hereon, valid for a period of 6 years from the date of survey and non-transferable.



WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

Project/Site: Lot 17, Heron Point Subd. (PIN: 272500) City/County: Gulf Shores / Baldwin Sampling Date: 3/6/2025
Applicant/Owner: Daniel & Angela Grilli State: Ala. Sampling Point: U-1
Investigator(s): Gena Todia, Wetland Resources Section, Township, Range: S 19 - T 9S - R 4E
Landform (hillslope, terrace, etc.): Hillslope Local relief (concave, convex, none): Convex Slope (%): ~2
Subregion (LRR or MLRA): LRR T Lat: 30.247561 Long: -87.706780 Datum: WGS84
Soil Map Unit Name: Co - Beaches, 0-8% slopes, gulf coast NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)
Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Wetland Hydrology Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			

Remarks:

This sample point is located in the north central area of the lot.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Surface Water (A1) | <input type="checkbox"/> Aquatic Fauna (B13) |
| <input type="checkbox"/> High Water Table (A2) | <input type="checkbox"/> Marl Deposits (B15) (LRR U) |
| <input type="checkbox"/> Saturation (A3) | <input type="checkbox"/> Hydrogen Sulfide Odor (C1) |
| <input type="checkbox"/> Water Marks (B1) | <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) |
| <input type="checkbox"/> Sediment Deposits (B2) | <input type="checkbox"/> Presence of Reduced Iron (C4) |
| <input type="checkbox"/> Drift Deposits (B3) | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Algal Mat or Crust (B4) | <input type="checkbox"/> Thin Muck Surface (C7) |
| <input type="checkbox"/> Iron Deposits (B5) | <input type="checkbox"/> Other (Explain in Remarks) |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | |
| <input type="checkbox"/> Water-Stained Leaves (B9) | |

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Sparsely Vegetated Concave Surface (B8)
☐ Drainage Patterns (B10)
☐ Moss Trim Lines (B16)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Geomorphic Position (D2)
☐ Shallow Aquitard (D3)
☐ FAC-Neutral Test (D5)
☐ Sphagnum moss (D8) (LRR T,U)

Field Observations:

Surface Water Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): <u>n/a</u>
Water Table Present?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): <u>>20</u>
Saturation Present? (includes capillary fringe)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Depth (inches): <u>>20</u>

Wetland Hydrology Present? Yes ☐ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

FAC-Neutral Test is negative at 0:6.

VEGETATION – Use scientific names of plants.

 Sampling Point: U-1

Tree Stratum (Plot sizes: <u>20-ft. radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Quercus geminata</u>	<u>95.0</u>	<u>yes</u>	<u>UPL</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>8</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>25%</u> (A/B)
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
50% of total cover: <u>47.50</u> 20% of total cover: <u>19.00</u>	<u>95.0</u>	= Total Cover		Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
Sapling Stratum (<u>20-ft. radius</u>)				
1. <u>Quercus geminata</u>	<u>5.0</u>	<u>yes</u>	<u>UPL</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
50% of total cover: <u>2.50</u> 20% of total cover: <u>1.00</u>	<u>5.0</u>	= Total Cover		
Shrub Stratum (<u>20-ft. radius</u>)				Hydrophytic Vegetation Indicators: ___ 1 - Rapid Test for Hydrophytic Vegetation ___ 2 - Dominance Test is >50% ___ 3 - Prevalence Index is ≤3.0 ¹ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. <u>Quercus geminata</u>	<u>15.0</u>	<u>yes</u>	<u>UPL</u>	
2. <u>Ilex vomitoria</u>	<u>15.0</u>	<u>yes</u>	<u>FAC</u>	
3. <u>Serenoa repens</u>	<u>8.0</u>	<u>no</u>	<u>FACU</u>	
4. <u>Quercus myrtifolia</u>	<u>5.0</u>	<u>no</u>	<u>UPL</u>	
5. <u>Morella cerifera</u>	<u>5.0</u>	<u>no</u>	<u>FAC</u>	
6. _____	_____	_____	_____	
50% of total cover: <u>24.00</u> 20% of total cover: <u>9.60</u>	<u>48.0</u>	= Total Cover		
Herb Stratum (<u>20-ft. radius</u>)				Definitions of Vegetation Strata: Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub – Woody plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size AND woody plants, except woody vines, less than approximately 3 ft (1 m) in height. Woody vine – All woody vines, regardless of height. Hydrophytic Vegetation Present? Yes _____ No <u>✓</u>
1. <u>Conradina canescens</u>	<u>8.0</u>	<u>yes</u>	<u>UPL</u>	
2. <u>Heterotheca subaxillaris</u>	<u>2.0</u>	<u>yes</u>	<u>UPL</u>	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
12. _____	_____	_____	_____	
50% of total cover: <u>5.00</u> 20% of total cover: <u>2.00</u>	<u>10.0</u>	= Total Cover		
Woody Vine Stratum (<u>20-ft. radius</u>)				
1. <u>Smilax auriculata</u>	<u>5.0</u>	<u>yes</u>	<u>FACU</u>	
2. <u>Smilax bona-nox</u>	<u>3.0</u>	<u>yes</u>	<u>FAC</u>	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
50% of total cover: <u>4.00</u> 20% of total cover: <u>1.60</u>	<u>8.0</u>	= Total Cover		

Remarks: (If observed, list morphological adaptations below).

SOIL

Sampling Point: U-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-3	10YR4/1	60					sand	salt/pepper
3-15	10YR5/1	100					sand	
15-20	10YR6/1	100					sand	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5)
- ☐ Organic Bodies (A6) **(LRR P, T, U)**
- ☐ 5 cm Mucky Mineral (A7) **(LRR P, T, U)**
- ☐ Muck Presence (A8) **(LRR U)**
- ☐ 1 cm Muck (A9) **(LRR P, T)**
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Coast Prairie Redox (A16) **(MLRA 150A)**
- ☐ Sandy Mucky Mineral (S1) **(LRR O, S)**
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Dark Surface (S7) **(LRR P, S, T, U)**

- ☐ Polyvalue Below Surface (S8) **(LRR S, T, U)**
- ☐ Thin Dark Surface (S9) **(LRR S, T, U)**
- ☐ Loamy Mucky Mineral (F1) **(LRR O)**
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)
- ☐ Marl (F10) **(LRR U)**
- ☐ Depleted Ochric (F11) **(MLRA 151)**
- ☐ Iron-Manganese Masses (F12) **(LRR O, P, T)**
- ☐ Umbric Surface (F13) **(LRR P, T, U)**
- ☐ Delta Ochric (F17) **(MLRA 151)**
- ☐ Reduced Vertic (F18) **(MLRA 150A, 150B)**
- ☐ Piedmont Floodplain Soils (F19) **(MLRA 149A)**
- ☐ Anomalous Bright Loamy Soils (F20) **(MLRA 149A, 153C, 153D)**

Indicators for Problematic Hydric Soils³:

- ☐ 1 cm Muck (A9) **(LRR O)**
- ☐ 2 cm Muck (A10) **(LRR S)**
- ☐ Reduced Vertic (F18) **(outside MLRA 150A,B)**
- ☐ Piedmont Floodplain Soils (F19) **(LRR P, S, T)**
- ☐ Anomalous Bright Loamy Soils (F20)
- ☐ **(MLRA 153B)**
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none observed

Depth (inches): _____

Hydric Soil Present? Yes _____ No ☒

Remarks:

WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

Project/Site: Lot 17, Heron Point Subd. (PIN: 272500) City/County: Gulf Shores / Baldwin Sampling Date: 3/6/2025
Applicant/Owner: Daniel & Angela Grilli State: Ala. Sampling Point: W-1
Investigator(s): Gena Todia, Wetland Resources Section, Township, Range: S 19 - T 9S - R 4E
Landform (hillslope, terrace, etc.): Tidal Flat Local relief (concave, convex, none): None Slope (%): <1
Subregion (LRR or MLRA): LRR T Lat: 30.247412 Long: -87.70661 Datum: WGS84
Soil Map Unit Name: Td - Tidal marsh NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)
Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Hydric Soil Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Wetland Hydrology Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Remarks:

This sample point is located in the south central area of the lot near the water.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Aquatic Fauna (B13)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Marl Deposits (B15) (LRR U)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)
<input type="checkbox"/> Water Marks (B1)	<input checked="" type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Presence of Reduced Iron (C4)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Thin Muck Surface (C7)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	
<input type="checkbox"/> Water-Stained Leaves (B9)	

Secondary Indicators (minimum of two required)

<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Moss Trim Lines (B16)
<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Shallow Aquitard (D3)
<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Sphagnum moss (D8) (LRR T,U)

Field Observations:

Surface Water Present?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Depth (inches): <u>n/a</u>
Water Table Present?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Depth (inches): <u>~19</u>
Saturation Present? (includes capillary fringe)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Depth (inches): <u>~16</u>

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

FAC-Neutral Test is positive at 3:0.

VEGETATION – Use scientific names of plants.

 Sampling Point: W-1

Tree Stratum (Plot sizes: <u>20-ft. radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Pinus elliottii</u>	<u>10.0</u>	<u>yes</u>	<u>FACW</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>7</u> (A) Total Number of Dominant Species Across All Strata: <u>7</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100%</u> (A/B)
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
50% of total cover: <u>5.00</u> 20% of total cover: <u>2.00</u>	<u>10.0</u>	= Total Cover		Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
Sapling Stratum (<u>20-ft. radius</u>)				
1. <u>Pinus elliottii</u>	<u>20.0</u>	<u>yes</u>	<u>FACW</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
50% of total cover: <u>10.00</u> 20% of total cover: <u>4.00</u>	<u>20.0</u>	= Total Cover		
Shrub Stratum (<u>20-ft. radius</u>)				Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <input checked="" type="checkbox"/> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. <u>Ilex vomitoria</u>	<u>15.0</u>	<u>yes</u>	<u>FAC</u>	
2. <u>Baccharis halimifolia</u>	<u>10.0</u>	<u>yes</u>	<u>FAC</u>	
3. <u>Sabal palmetto</u>	<u>8.0</u>	<u>yes</u>	<u>FAC</u>	
4. <u>Morella cerifera</u>	<u>5.0</u>	<u>no</u>	<u>FAC</u>	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
50% of total cover: <u>19.00</u> 20% of total cover: <u>7.60</u>	<u>38.0</u>	= Total Cover		
Herb Stratum (<u>20-ft. radius</u>)				Definitions of Vegetation Strata: Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub – Woody plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size AND woody plants, except woody vines, less than approximately 3 ft (1 m) in height. Woody vine – All woody vines, regardless of height. Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____
1. <u>Juncus roemerianus</u>	<u>85.0</u>	<u>yes</u>	<u>OBL</u>	
2. <u>Spartina patens</u>	<u>20.0</u>	<u>no</u>	<u>FACW</u>	
3. <u>Imperata cylindrica</u>	<u>5.0</u>	<u>no</u>	<u>UPL</u>	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
50% of total cover: <u>55.00</u> 20% of total cover: <u>22.00</u>	<u>110.0</u>	= Total Cover		
Woody Vine Stratum (<u>20-ft. radius</u>)				
1. <u>Smilax bona-nox</u>	<u>5.0</u>	<u>yes</u>	<u>FAC</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
50% of total cover: <u>2.50</u> 20% of total cover: <u>1.00</u>	<u>5.0</u>	= Total Cover		

Remarks: (If observed, list morphological adaptations below).

SOIL

Sampling Point: W-1**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-2	10YR2/1	50					sand	salt/pepper
0-2	10YR7/1	50					sand	
2-12	10YR6/1	98	10YR5/6		C	PL	sand	oxidized rhizospheres
12-15	10YR4/1	95	10YR3/6		C	M	sand	
15-20	10YR2/1	95	10YR3/6		C	M	SACLLM	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.²Location: PL=Pore Lining, M=Matrix.**Hydric Soil Indicators:**

- ☐ Histosol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ Organic Bodies (A6) (**LRR P, T, U**)
☐ 5 cm Mucky Mineral (A7) (**LRR P, T, U**)
☐ Muck Presence (A8) (**LRR U**)
☐ 1 cm Muck (A9) (**LRR P, T**)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Coast Prairie Redox (A16) (**MLRA 150A**)
☐ Sandy Mucky Mineral (S1) (**LRR O, S**)
☐ Sandy Gleyed Matrix (S4)
☒ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Dark Surface (S7) (**LRR P, S, T, U**)

- ☐ Polyvalue Below Surface (S8) (**LRR S, T, U**)
☐ Thin Dark Surface (S9) (**LRR S, T, U**)
☐ Loamy Mucky Mineral (F1) (**LRR O**)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)
☐ Marl (F10) (**LRR U**)
☐ Depleted Ochric (F11) (**MLRA 151**)
☐ Iron-Manganese Masses (F12) (**LRR O, P, T**)
☐ Umbric Surface (F13) (**LRR P, T, U**)
☐ Delta Ochric (F17) (**MLRA 151**)
☐ Reduced Vertic (F18) (**MLRA 150A, 150B**)
☐ Piedmont Floodplain Soils (F19) (**MLRA 149A**)
☐ Anomalous Bright Loamy Soils (F20) (**MLRA 149A, 153C, 153D**)

Indicators for Problematic Hydric Soils³:

- ☐ 1 cm Muck (A9) (**LRR O**)
☐ 2 cm Muck (A10) (**LRR S**)
☐ Reduced Vertic (F18) (**outside MLRA 150A,B**)
☐ Piedmont Floodplain Soils (F19) (**LRR P, S, T**)
☐ Anomalous Bright Loamy Soils (F20)
(MLRA 153B)
☐ Red Parent Material (TF2)
☐ Very Shallow Dark Surface (TF12)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):Type: none observed

Depth (inches): _____

Hydric Soil Present? Yes ☒ No ☐**Remarks:**

SACLLM = sandy clay loam

- ☐ PROPOSED
☒ EXISTING CONDITIONS

WETLAND RAPID ASSESSMENT PROCEDURE

COUNTY: **Baldwin** PROJECT **Lot 17, Heron Point** DATE **7/12/2025** REVIEWER **Gena Todia** FLUCCS CODE
APP. #: WETLAND TYPE: ☒ FORESTED ☐ Non-Forested

LAND USE CATEGORY	WETLAND AREA	SECONDARY IMPACTS	MELALEUCA INVASION >50%
Residential Subdivision	 ACRES	<input type="checkbox"/> NO <input type="checkbox"/> YES % = 	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
	0.026 ACRES OF IMPACT	 ACRES	

WILD LIFE UTILIZATION

1

WETLAND CANOPY

2

WETLAND GROUND COVER

2.5

HABITAT SUPPORT / BUFFER

1.62

BUFFER TYPE	SCORE	% AREA	SUB TOTAL
N-Cleared/Filled Lot	1	34	0.34
S-Natural	2	34	0.68
W-Low Vol Road	1	18	0.18
E-Little Lagoon	3	14	0.42
			0

FIELD HYDROLOGY

2.5

WATER QUALITY INPUT & TREATMENT

2.525

LAND USE CATEGORY	SCORE	% AREA	SUB TOTAL
N-Cleared/Filled Lot	2.5	34	0.85
S-Natural	3	34	1.02
W-Low Vol Road	2	18	0.36
E-Little Lagoon	3	14	0.42
			0
LU TOTAL			2.65

PRETREATMENT CATEGORY

PRETREATMENT CATEGORY	SCORE	% AREA	SUB TOTAL
Vegetated Buffer	1	30	0.3
Natural	3	70	2.1
			0
			0
			0
PT TOTAL			2.4

WILDLIFE UTILIZATION

(Wildlife utilization should be in consideration of the suite of species that would inhabit and are endemic to the mature target wetland system and not just any wildlife.) Wildlife utilization is limited due to surrounding development and habitat fragmentation. Adjacent upland food sources are also limited. Moderate human disturbance is expected.

WETLAND CANOPY

(Canopy is defined as woody vegetation with greater than 4 inch dbh.) There is approximately 10% cover of slash pine (*Pinus elliotii*) in the overstory and approximately 20% in the understory. This species is appropriate for this type of wetland system. Trees are immature due to past disturbance to the area. No snags are present.

WETLAND GROUND COVER

(Groundcover should be in consideration of endemic species of target wetland community.) Groundcover is comprised of primarily of appropriate native species. The dominants are black needlerush (*Juncus roemerianus*) and saltmeadow cordgrass (*Spartina patens*). However, there is approximately 5% cover of cogongrass (*Imperata cylindrica*), a highly invasive exotic species.

HABITAT SUPPORT/BUFFER

(This is based upon habitats OUTSIDE the perimeter of the polygon.) To the north is cleared and filled lot, then houses. To the east are the waters of Little Lagoon. To the west is the road, which has low volume traffic, other residences, tennis courts, parking areas, and a few undeveloped lots that offer some habitat support. To the south is approx. 65 ft. of natural area, then a house under construction.

FIELD HYDROLOGY

(Site specific based on conditions inside and outside the polygon.) The natural hydrology of the wetlands has likely been altered to some extent by surrounding development, but conditions are adequate to maintain a wetland system.

WQ INPUT & TREATMENT

(This is based upon habitats OUTSIDE the perimeter of the polygon.)



Unimproved Lots/Land Purchase Agreement

PROPERTY ADDRESS: 0 Heron Point Drive, Gulf Shores Al. 36542-Lot 17 Heron Point- PPIN: 272500

DATE OF OFFER: 2/28/25

Buyer (Print or type): Dennis H. Constanzo

Seller (Print or type): Angela and Daniel Grilli

ACCEPTANCE DATE: 3/3/2025 | 1:00 PM CST

INITIALS:

Initial Initial

(to be completed by the final party to sign acceptance of the final offer)

PLEASE READ CAREFULLY - Alabama is a "Caveat Emptor" ("Buyer Beware") State. If you have any questions, please seek advice of legal counsel. This is a legally binding preprinted Purchase Agreement and is subject to negotiation between the parties to the Agreement. Prior to its signing by all parties, you may retain legal counsel to review and/or prepare this Purchase Agreement for you. Wherever Buyer or Seller is mentioned below, if there is more than one Buyer or more than one Seller party to this Agreement, it is understood that the words Buyer or Seller shall represent all Buyers or all Sellers. A Business Day is defined as Monday through Friday, BEGINNING AT 12:00 a.m. and ending at 11:59 p.m. (inclusive) excluding any federally recognized holidays and Central Time (CT) shall apply. For the purpose of counting Business Days, the first day shall mean the day following the Acceptance Date, notwithstanding the provisions of paragraph 25 herein, "Broker," "REALTOR ®," "Agent" and "Salesperson" shall be hereinafter collectively referred to as "Agent." "Delivery" and "Notification" (as said term is used in this Purchase Agreement) to the Agent of a party hereto shall constitute delivery to the party. The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement.

REAL ESTATE CONSUMER'S AGENCY DISCLOSURE (RECAD):

The Listing Company is: RE/MAX Paradise

(Two blocks may be checked)

- ☐ An agent of the Seller
- ☐ An agent of the Buyer
- ☒ An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent
- ☐ Assisting the ☐ Buyer ☐ Seller as a Transaction Broker

Seller(s) Initials

The Selling Company is: RE/MAX Paradise

(Two blocks may be checked)

- ☐ An agent of the Seller
- ☐ An agent of the Buyer
- ☒ An agent of both the Seller and Buyer, and is acting as a limited consensual dual agent
- ☐ Assisting the ☐ Buyer ☐ Seller as a Transaction Broker

Buyer(s) Initials _____

Subject to the terms, conditions, addenda, and disclosures contained or referenced herein, the undersigned execute this Purchase Agreement ("Agreement") as follows:

1. **PROPERTY AND PURCHASE PRICE:** Buyer hereby offers to buy and Seller hereby agrees to sell the Property located at:

Address: 0 Heron Point Drive

City: Gulf Shores, Alabama

Zip: 36542

Legal Description: 62' X 120.9' IRR LOT 17 HERON POINT SUBDIVISION SLIDE 2197-F 2198-A 2292-C & 2292-D LYING IN THE CITY OF GULF SHORES S EC 19-T9S-R4E

If Metes and Bounds legal description, see attached Exhibit _____

PPIN 272500

Copyrighted Documents for use of Baldwin REALTORS® Only. All others use is prohibited.

Initials indicate receipt of Page 1 of 10 pages of this Agreement.

Seller's initials:
 Buyer's initials: _____

Revised 7/2020

PROPERTY ADDRESS 0 Heron Point Drive, Gulf Shores Al. 36542 - AKA Lot 17 Heron Point PPIN: 272500

Purchase Price: two hundred ninety thousand (\$ 290,000.00)

This Property is being purchased with all improvements; fixtures, appurtenances and subject to any existing building and use restrictions, recorded covenants, deed restrictions, previous mineral exclusions, zoning ordinances, zoning restrictions, zoning designations, the current flood plain, and governmental or subdivision regulations and easements, of record if any.

2. **THE TERMS OF THE PURCHASE SHALL BE AS MARKED BELOW:**

- A. ☒ **CASH.** The full Purchase Price shall be tendered upon execution and delivery of Warranty Deed/Warranty Bill of Sale and Lease (if Fairhope Single Tax Corporation Property). No loan is needed to purchase the Property. Written verification of sufficient funds to close this transaction is attached to this offer, or Buyer shall, within 5 **Business days (5 Business days if left blank)** following Acceptance Date of this Agreement, deliver such verification to Seller.

This offer ☐ is ☒ is not (**is not if left blank**) subject to Property appraising for at least the Purchase Price.

- B. ☐ **NEW MORTGAGE.** The full Purchase Price to be tendered upon execution and delivery of Warranty Deed/Warranty Bill of Sale and Lease (if Fairhope Single Tax Corporation Property). Sale is contingent upon Buyer's ability to obtain a ____ year mortgage ☐ Conventional ☐ Bank Loan ☐ Other _____ in the approximate amount of \$ _____, or in the amount equal to _____ % of the Purchase Price, at an INTEREST RATE NOT TO EXCEED _____ %, which Buyer agrees to apply for immediately, use best efforts to obtain, and accept promptly if tendered. Buyer to provide written loan pre-qualification letter from Lender of Buyer's ability to obtain financing under the terms of this Agreement within _____ **Business days (5 Business days if left blank)** following Acceptance Date of this Agreement. **Loan pre-qualification is not a guarantee of final loan approval. This offer is subject to property appraising for at least the Purchase Price.**

- C. ☐ **SELLER FINANCING** (see attached Vendor's Lien addendum.

3. **APPRAISAL:** If the offer is subject to said Property appraising for at least the purchase price and the Property does not appraise for at least the purchase price, **Seller is to be notified in writing** including a copy of the appraisal within ____ **Business days (20 Business days if left blank)** following Acceptance Date of this Agreement, or this contingency shall be deemed removed. Buyer shall have the option to waive this contingency and proceed with the consummation of this Agreement without regard to the amount of the appraised valuation. (If Fairhope Single Tax Corporation Property, an appraisal is required at the expense of Buyer).

4. **BUYER/ SELLER COSTS:**

Buyer Costs: BUYER to pay for Closing Agent settlement fee, recording fees, any Mortgagee's Title Insurance premiums required by Lender, any Lender required or related fees and credit report fees, any loan closing costs, including prepaid items, and any fees required for the transfer of Property pursuant to Fairhope Single Tax Corporation requirements, unless otherwise agreed upon in writing by all parties.

Seller Costs: SELLER to pay for preparation of Warranty Deed or Warranty Bill of Sale and Owner's Title Insurance Policy in the amount of the Purchase Price. All other costs shall be borne as indicated herein, unless otherwise agreed upon in writing by all parties.

5. **PERSONAL PROPERTY:** No items of personal property shall be transferred to Buyer unless specifically itemized herein: All items of personal property listed herein or otherwise attached hereto shall be conveyed at no value for appraisal purposes. Fixtures and improvements located on Fairhope Single Tax Corporation property shall be part of the Property and not considered personal.

6. **SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE:** Neither this contract nor the granting of Buyer's loan referred to herein is to be contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained herein.

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Initials indicate receipt of Page 2 of 10 pages of this Agreement.

Seller's initials: Initial LG
Buyer's initials: Initial DG

Revised 7/2020

PROPERTY ADDRESS 0 Heron Point Drive, Gulf Shores Al. 36542 - AKA Lot 17 Heron Point PPIN: 272500

7. **INSPECTIONS AND DUE DILIGENCE:** This offer ☒ is ☐ is not (is if left blank) contingent on inspection (s) and any other due diligence satisfactory to Buyer. If any inspections or any other due diligence satisfactory to Buyer. If any inspections or any other due diligence are not satisfactory, Seller shall be notified in writing within 15 Business days (**10 Business days if left blank**) following Acceptance Date of this Agreement or this contingency shall be deemed removed. Any inspections and reports, if ordered by Buyer, shall be at Buyer's expense. If requested, Buyer shall furnish Seller, at no cost, a copy of any reports. Any connection fees required for inspections shall be paid by ☐ Seller ☒ Buyer (**Seller if left blank**). Seller is not obligated to pay for improvements or repairs recommended by inspection or due diligence other than those stated in paragraph 11 below. Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to buy the Property, including but not limited to, the size and area of the Property, the proper construction of this site by the builder or the developer, site conditions; utility and sewer or septic system availability, condition and location; subsurface and subsoil conditions, sinkholes and mining or other soil conditions including radon or other potentially hazardous gases or toxic materials; presence of, or damage from, wood destroying insects and/or fungus; Property access, easements, covenants, restrictions, developments, structures and any matters affecting the character of the Property. Seller's property disclosure. IF ANY ☐ is ☒ is not (is not if left blank) to be provided to Buyer within 7 Business Days following Acceptance Date of the Agreement.
8. **TITLE INSURANCE/CONVEYANCE:** The Seller shall cause an ALTA Commitment for Title Insurance in the amount of the purchase price to be provided at Closing at Seller's Expense. Closing shall be at a location of **Seller's election** unless otherwise noted here:
Orange Beach Title
- Title is to be taken in the name(s) of Dennis H. Constanzo and/or assigns
- ☐ with ☒ without right of survivorship
- Subject to the provisions herein, Seller-owned mineral rights, if any ☒ do ☐ do not convey (do convey if left blank)
9. **INTERNET:** This offer ☐ is ☒ is not (**is not if left blank**) subject to Buyer's ability to obtain internet service satisfactory to Buyer. If satisfactory internet service cannot be obtained, Seller is to be notified on writing within _____ Business days (**5 Business Days if left blank**) following Acceptance Date of this Agreement or this contingency shall be deemed removed.
10. **PROPERTY TAXES/PUBLIC IMPROVEMENTS:** Property taxes or Fairhope Single Tax Corporation rents shall be prorated through the date of Closing. Liens for public improvements shall be paid by Seller, without proration. Assessments for public improvements that are not yet a lien but become due after closing, shall be assumed by Buyer. NOTE: Taxes are prorated based upon current information furnished by the Revenue Commissioner's Office. Agents, title companies and/or closing attorneys cannot and do not assume any responsibility for any change, modification or adjustment to the current tax assessment by the Revenue Commissioner's Office. Any additional information regarding tax proration or Current Use Classification should be obtained directly from the Revenue Commission Office by Buyer. If any portion of property is assessed under CURRENT USE CLASSIFICATION, any roll back or other additional assessment levied against property as a result of this sale shall be paid by ☒ Buyer ☐ Seller (**Buyer if left blank**).
11. **LEASE AGREEMENTS/RENTAL MANAGEMENT AGREEMENTS/LICENSE AGREEMENTS:** If this property is subject to any Lease, Management Agreements or License Agreements this offer will be contingent on Buyer's acceptance thereof. Seller has _____ Business Days (**5 Business days if left blank**) following Acceptance Date of this Agreement to provide all copies to Buyer. Buyer to have **5 Business days** from receipt of documents to notify Seller in writing if not acceptable or this contingency shall be deemed removed. All security deposits, Lease Agreements, Rental Management Agreements, or License Agreements to be transferred to Buyer at Closing. Lease or rental payments, if any, are to be prorated through the date of closing.
12. **OWNER'S ASSOCIATION ASSESSMENTS:**
☐ This property is not subject to any property owner's association.
If this Property is subject to property owner's association:
- Owners assessments** which become a lien attached to the Property **prior to Closing** shall be paid by **Seller** at Closing, without prorations.
 - Owners' Association assessments** that are due and payable **prior to Acceptance Date** of this Agreement shall be paid by **Seller** at closing.

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Seller's initials: AG

Buyer's initials: _____

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- c. **Owners' Association assessments** that become due **prior to Closing** but **after Acceptance**

Date of this agreement shall be paid by ☐ Buyer ☒ Seller (Seller if left blank) at closing.

- d. **Owners' Association assessments** that are approved by the Association **prior to Closing** but **do not become due and payable until after the Closing** shall be paid by ☒ Buyer ☐ Seller (**Buyer if left blank**) at closing.
- e. **Owners' Association fees (monthly, quarterly, semi-annual or annual dues)** will be prorated between Buyer and Seller at the time of closing.
- f. **Owners' Association transfer fees** are to be paid by Buyer.
- g. **Estoppel Fees and Fees charged for verification of dues and assessments** required for closing are to be paid by Seller.

13. **SURVEY/ELEVATION CERTIFICATE:** Select one of the following:

DISCLOSURE: Buyer understands that any EXISTING Survey OR existing Elevation Certificate provided to Buyer may not be accurate due to changes in conditions, improvements, structures, fences, encroachments or otherwise, subsequent to the time of the creation of the existing survey. If a dispute arises concerning any EXISTING Survey/Elevation Certificate related to such changes, Buyer has no recourse from surveyor, Seller, title companies, closing attorneys or Agents. Buyer is advised to obtain a NEW survey that shows current improvements. Costs of a NEW survey or NEW elevation certificate may vary depending on size, type and condition of property. This offer ☒ is ☐ is not (**is not if left blank**) contingent on Survey/Elevation certificate being satisfactory to Buyer. If contingent, Survey/Elevation certificate shall be provided to Buyer within 15 Days (**15 Business days if left blank**) following Acceptance Date of this Agreement. Purchaser shall have 15 Business days (**3 Business days if left blank**), from receipt of Survey/Elevation certificate to review and approve, or notify Seller in writing if not satisfactory, otherwise this contingency shall be deemed removed.

- a. ☐ Seller will provide and Buyer will accept an EXISTING Survey.
- b. ☒ Seller will provide an EXISTING Elevation Certificate.
- c. ☒ A NEW survey showing all improvements shall be provided to Buyer at:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Buyer expense | <input type="checkbox"/> Seller expense (Buyer if left blank) and ordered by |
| <input checked="" type="checkbox"/> Selling Co. | <input type="checkbox"/> Listing Co. (Selling Co. if left blank). |
- d. ☐ A NEW elevation certificate shall be provided to Buyer at:
- | | |
|--|---|
| <input type="checkbox"/> Buyer expense | <input type="checkbox"/> Seller expense (Buyer if left blank) and ordered by |
| <input type="checkbox"/> Selling Co. | <input type="checkbox"/> Listing Co. (Selling Co. if left blank). |
- e. ☐ No survey to be provided ☐ No elevation certificate to be provided
- f. ☐ Additional survey requirements: _____

14. **FINAL WALK-THROUGH & VERIFICATION OF CONDITION:** Buyers shall have the right to make a final verification (Walk-through) of the Property prior to closing, not as a contingency of sale, but solely to confirm Property is maintained in same condition as Acceptance Date, that repairs have been completed as agreed and Seller has complied with Seller's other obligations under this Agreement. **The following utilities, if the Property is serviced by such utilities as of the date of this Agreement, are to be provided by Seller through the date of closing: Electric, water, sewer and gas, if applicable.**

15. **CLOSING AND POSSESSION DATES:** The sale shall be Closed and the Warranty Deed/Warranty Bill of Sale and Lease (if Fairhope Single Tax Corporation Property) delivered on **April 25** ____, 2025__, or sooner if mutually agreed upon in writing by Buyer and

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Seller's initials: LG
Buyer's initials: _____

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LG
Initial
LG
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Seller. **Time is of the essence with respect to all terms, conditions, obligations, and particulars of this Agreement.** Buyer acknowledges and agrees that any terms and conditions imposed by Buyer's Lender(s) or by the CONSUMER FINANCIAL PROTECTION BUREAU requirements shall not relieve Buyer of the obligation to close. All parties agree and understand that disbursements shall be made at closing or no later than **two (2) Business days** after closing if loan documents are delayed. Possession is to be given to Buyer ☒ at Closing, or _____ days after Closing (**zero (0) days if left blank**), at _____ ☐ AM ☐ PM (**5:00 PM if left blank**).

Seller does hereby warrant that at the date of surrender of occupancy by Seller, the Property shall be in the same condition as of the Acceptance. NOTE: If Buyer is to be given possession prior to Closing, or if Seller is to remain in possession after Closing, it is recommended that the parties enter into a written occupancy agreement. Seller shall provide Buyer: keys, means to operate all Property locks, including mailboxes, and means of access to all Property amenities at date of possession. Upon giving possession to Buyer, Seller shall deliver the Property vacant, and clear of trash and debris. Grounds to be maintained and free of debris until the date of possession.

16. **EXTENSION OF CLOSING DATE:** A period of (5) Business days from the Closing Date in Paragraph 13 herein shall be allowed if such time is needed to comply with the CONSUMER FINANCIAL PROTECTION BUREAU requirements, including without limitation revisions to the Closing Disclosure. A period of (5) Business days from Closing Date shall be allowed if the Closing is delayed by reason of title defects that can be readily corrected. A period of (5) Business days from the Closing Date shall be allowed for Closing if the terms of purchase require a new mortgage and the Lender has issued a written unconditional commitment letter no later than the date of Closing named above, but is otherwise reasonably delayed in consummating the mortgage, as set forth herein.
17. **RISK OF LOSS:** If the Property is destroyed or materially damaged by reason of fire, flood, hurricane, named tropical storm, tornado, or other acts of God between Acceptance Date of this Agreement and the Closing Date, and Seller is unable to restore it to its previous condition prior to said Closing Date, Buyer shall have the option of canceling this Agreement and recovering the Earnest Money pursuant to Paragraph 25 herein, provided that notice of cancellation is received prior to Closing Date or Buyer may otherwise accept the Property in its damaged condition. Risk of loss, as set forth above or be condemnations, shall be on Seller until title is conveyed.
18. **TIME TO RESPOND:** Buyer gives the Listing Agent above named until (Date): 3/3 2025, (Time) _____ AM 2 PM Central Standard Time, to obtain written acceptance of this offer and agrees that this offer, when signed by all parties and written notification has been delivered to the party, will constitute a binding Agreement between Buyer and Seller.
19. **WITHDRAWAL OF OFFER BY BUYER OR SELLER: ALL OFFERS AND ANY COUNTEROFFERS MAY BE WITHDRAWN AT ANY TIME, BY BUYER OR SELLER, PRIOR TO DELIVERY OF ACCEPTANCE AND WRITTEN NOTIFICATION THEREOF.** Buyer understands that offers, other than Buyer's offer, may have been made or may be made to Seller before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While Buyer's offer or counteroffer is pending, and before the offer or counteroffer becomes executed/accepted (signed by both Buyer and Seller), Seller has the right to reject Buyer's offer or counteroffer or to withdraw any offer or counteroffer or to withdraw any offer previously made by Seller to Buyer, and may accept any other offer or counteroffer by another party.
20. **EARNEST MONEY DEPOSIT:** Buyer agrees to provide Selling Broker \$ 2750 as Earnest Money evidencing Buyer's good faith at time of offer, or within 3 Business Days (**3 Business Days if left blank**) following Acceptance Date. Earnest Money to be deposited in escrow by **Selling Broker (herein referred to as Holder)**, within 5 Business Days (**5 Business Days if left blank**) following the Acceptance unless otherwise noted herein below. Earnest Money to be applied as a Buyer Credit at time of Closing. If this offer is not accepted, Earnest Money is to be returned to Buyer.
- Note: Alabama Law Rules and Regulations require Brokers to obtain a mutual Release Agreement signed by all parties to this Agreement before Holder of Earnest Money can distribute to either party.**
- If this offer is accepted and the Title is not marketable, or if the terms of the Agreement are contingent upon ability to obtain a New Mortgage or Seller Financing or other contingencies as specified which cannot be met, and which are not otherwise satisfied or removed, this deposit

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Seller's initials: RG
Buyer's initials: _____

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is to be refunded upon written instructions signed by Buyer and Seller, thereby causing a mutual release and automatic termination of this Agreement.

The parties to this Agreement understand and acknowledge that disbursement of Earnest Money held by Holder can occur only as follows: (A) at Closing; (B) upon written agreement signed by Buyer and Seller; (C) upon court order.

In the event a dispute arises between Buyer and Seller as to the final disposition of the Earnest Money, Holder shall be authorized to Interplead the Earnest Money into a Court of competent jurisdiction pending a decision by said court. Holder shall be entitled to be compensated by the party who does not prevail, or otherwise out of said interplead funds at the discretion of the Court, in the Interpleader action for its costs and expenses, including reasonable attorney's fees incurred in filing said Interpleader.

All parties to this Agreement agree that Holder may (but is not required to) deposit the Earnest Money in an interest-bearing escrow/trust account and that Holder will retain the interest earned on said deposit. In the event Earnest Money check is not received, returned for insufficient funds or otherwise not honored by the bank drawn upon, Seller, at their sole discretion, shall have the right to terminate this Agreement by giving written notice to Buyer.

21. DEFAULT/LEGAL REMEDIES:

- a. Default by **BUYER**: In the event Buyer fails to consummate this executed/accepted Agreement, Seller shall have the right to elect one of the following remedies: (1) to obtain the Earnest Money as liquidated damages, (2) to seek to enforce specific performance of this Agreement, (3) to terminate this Agreement, and thereafter seek to recover damages against Buyer for breach of contract or other remedies available at law or equity.
- b. Default by **SELLER**: In the event Seller fails to consummate this executed/accepted Agreement, Buyer shall have the right to elect one of the following remedies: (1) to obtain the Earnest Money as liquidated damages, (2) to seek to enforce specific performance of this Agreement, (3) to terminate this Agreement, and thereafter seek to recover damages against Seller for breach of contract or other remedies available at law or equity.

22. OBLIGATION FOR FEES AND EXPENSES: Buyer and Seller acknowledge that in the event this Agreement is cancelled or said transaction does not close for any reason, fees or costs paid in advance may be non-refundable. Agents are not to be held liable for any conditions or non-performance of this Agreement and have not given any legal or tax advice.

23. ELECTRONIC SIGNATURES: Electronic signatures or facsimiles of signatures on documents shall be deemed valid and shall have the same effect as an original signature.

24. DISCLOSURE: The Purchase Price and the terms of this sale may be disclosed, after Closing, to any applicable MLS system as well as appraisers, Agents, Buyers, Sellers and others, by the real estate companies for use in the ordinary conduct of their business. All parties to this Agreement are advised to also seek other services or compare cost of services in these related fields and do business with whomever or wherever is most desirable to them.

25. OTHER AGREEMENTS/DISCLAIMER: It is agreed by the parties that Buyer in making this offer and entering into this Agreement has not relied upon any statement, representation, promise, understanding or agreement whatsoever, whether expressed or implied, by the Seller, or any Agent outside the written parameters of this Agreement. **No modification of this Agreement shall be binding unless attached hereto and signed by both Buyer and Seller. All parties to this Agreement understand and acknowledge that Agents are not parties to this Agreement, and as such, do not assume any liability for performance or nonperformance of any parties to this Agreement.** Further, Seller and Buyer agree to discharge and release Agents from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Agreement related to the Property, and shall include but not be limited to the size and area of the Property; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of,

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Seller's initials: RG
Buyer's initials: _____

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or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood; the past, present or future financial stability of the builder or developer.

Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

26. **TAX CORPORATION PROPERTY (FSTC):** This Property ☐ is ☒ is not a FSTC Property. IF FSTC Property is being conveyed it will be subject to a 99-year lease. Seller or Seller's Agent to provide the FSTC with a dated letter requesting the lease transfer. Seller must sign an endorsement to cancel their lease so a new lease can be issued for closing. Buyer must review a lease orientation packet, attend an orientation, and pay a lease application fee prior to a lease being issued for closing. NO electronic signatures are accepted by FSTC. A current appraisal, at Buyer's expense, must be provided to FSTC for all sales, including cash sales. Go to www.FairhopeSingleTax.com for more information.

27. **CONDOMINIUM DISCLOSURES:**

☒ This Property is not a condominium.

If the Property is a CONDOMINIUM, Seller shall obtain from the Condominium Owner's Association (as applicable) and deliver to the Buyer within _____ Business Days (**5 Business Days if left blank**) following Acceptance Date of this Agreement to submit to Buyer the following information, including information available under Section 35-8A-409(a) of the Alabama Uniform Condominium Act:

- a. Recorded Declaration of Condominium and any amendments thereto, Bylaws, Covenants/Restrictions, Rules/Regulations.
- b. Minutes from last 2 Annual Owners Meetings and last 2 Board of Director's Meetings.
- c. A statement setting for the amount of the monthly common expense assessment and any unpaid common expenses or special assessment currently due and payable from the selling unit owner.
- d. A statement of any other fees payable by unit owners.
- e. The most recent regularly prepared balance sheet and income and expense statement, if any, of the association.
- f. The current operating budget of the association.
- g. A statement of any unsatisfied judgments against the association and any pending suit in which the association is a party.
- h. A statement describing any insurance coverage provided for the benefit of unit owners.
- i. A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof.
- j. A statement of any restrictions in the declaration affecting the amount that may be received by a unit owner upon sale, condemnation, casualty loss to the unit or condominium of on termination of the condominium.
- k. Contact information for the association.

Buyer shall have 5 Business days, from receipt of disclosures to review and approve, or notify Seller in writing if not satisfactory, otherwise this contingency shall be deemed removed.

28. **AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES:** Buyer and Seller hereby authorize Lender, Title Company and/or their representatives to disclose and provide copies of the Closing Disclosures and/or other settlement statement to the Agents involved in the transaction at the time these documents are provided to Buyer and Seller.

1. Sellers to pay procuring brokerage (RE/MAX Paradise) 5% of sales price for professional fees.

2. Sellers to provide house plans upon acceptance of this agreement.

3. Within 3 working days after the acceptance of this offer by the Parties, the Seller, at its cost shall commission a Wetlands Delineation Study by a consultant acceptable to the City of Gulf Shores. Once this study is completed the Seller shall share it with the Buyer to present to the City of Gulf Shores.

4. Within 3 working days after the acceptance of this offer by the Parties, the Buyer, at its cost shall commission a Survey Study by a consultant acceptable to the City of Gulf Shores. Once this study is completed the Seller shall share it with the Buyer.

5. Within 3 working days the Buyer, after receiving both the Wetlands Delineation Study and the Survey Study, shall present both studies to the City of Gulf Shores for the city to determine, in writing, that no other action needs to be taken regarding the Wetlands and Survey issues to issue a Residential Building Permit on Lot 17 Heron Point.

6. In the event the City of Gulf Shores determines that it can issue a Residential Building Permit after reviewing the Wetlands Delineation Study and the Survey Study, then it would immediately trigger the Inspection and Due Diligence timeline.

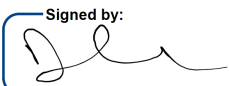
7. In the event the City of Gulf Shores determines that it cannot issue a Residential Building Permit after reviewing the Wetlands Delineation Study and the Survey Study, then the Purchase Agreement between the Buyer and Seller would be null and void.

Seller's initials: _____
Buyer's initials: AG TC

Initials indicate receipt of Page 7 of 10 pages of this Agreement.

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LISTING BROKERAGE: COMPANY NAME: RE/MAX ParadiseOFFICE ADDRESS: 24037 Perdido Beach Blvd LICENSE # 98319-0SALES ASSOCIATE NAME: Fallon Young LICENSE # 117054-0SALES ASSOCIATE PHONE: 251-259-8132 EMAIL: f.young@alabamaparadise.com**SELLING BROKERAGE:** COMPANY NAME: RE/MAX ParadiseOFFICE ADDRESS: 24037 Perdido Beach LICENSE # 98319-0SALES ASSOCIATE NAME: Fallon Young LICENSE # 117054-0SALES ASSOCIATE PHONE: 251-259-8132 EMAIL: F.young@alabamapradise.com



Signed by:  DATE: 3/1/2025 | 2:13 PM EST AM PM
 BUYER DE4E1EB3622F4DD...
 Print Name: Dennis H. Constanzo

BUYER _____ DATE: _____ TIME: _____ AM PM
 Print Name: _____

BUYER _____ DATE: _____ TIME: _____ AM PM
 Print Name: _____

BUYER _____ DATE: _____ TIME: _____ AM PM
 Print Name: _____

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 Buyer's initials: 

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SELLER'S ACCEPTANCE OF OFFER: ☒ ACCEPTED COUNTERED AS FOLLOWS:

Provisions of the original offer not changed by a Counteroffer remain in effect.

In the event of a counter offer is made, it shall expire on: DATE: _____ TIME: _____ AM PM

SELLER Signed by: Angela Grilli DATE: 3/3/2025 | 11:00 PM CST AM PM
9ABD1B6D5DD740A...

Print Name: Angela Grilli

SELLER Signed by: Daniel Grilli DATE: 3/3/2025 | 11:59 AM CST AM PM
78CD262A378B4B7...

Print Name: Daniel Grilli

SELLER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

SELLER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER: ☐ ACCEPTED ☐ COUNTERED AS FOLLOWS:

Provisions of the original offer not changed by a Counteroffer remain in effect.

In the event a counter offer is made, it shall expire on: DATE: _____ TIME: _____ AM PM

BUYER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

BUYER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

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Buyer's initials: DG

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BUYER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

BUYER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

SELLER’S ACCEPTANCE OF BUYER’S COUNTEROFFER: ☐ ACCEPTED ☐ COUNTERED

See Addendum # _____

Provisions of the original offer not changed by a Counteroffer remain in effect.

In the event a counter offer is made, it shall expire on: DATE: _____ TIME: _____ AM PM

SELLER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

SELLER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

SELLER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

SELLER _____ DATE: _____ TIME: _____ AM PM

Print Name: _____

ACCEPTANCE DATE: 3/3/2025 | 1:00 PM CST INITIALS:

Initial
LG

Initial
DG

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Seller’s initials:

Initial
LG

Initial
DG

Buyer’s initials: _____

DAVIS, DAVIS & ASSOCIATES, P.C.
ATTORNEYS

RICHARD E. DAVIS
RICHARD E. DAVIS, JR.
GINGER D. BEDSOLE
IAN ROSENTHAL*

27180 POLLARD ROAD
POST OFFICE BOX 2925
DAPHNE, ALABAMA 36526
(251) 621-1555
(251) 621-1520, FAX

*Also licensed in Florida

OF COUNSEL:
Leslie T. Fields

July 14, 2025

VIA FIRST CLASS MAIL:

Alabama Department of Environmental Management
Attn: Coastal Program
1615 South Broad Street
Mobile, Alabama 36605

RE: *Permit Application and Variance Request*
 Lot 17, Heron Point
 Gulf Shores, Baldwin County, Alabama
 Buyer / Applicant: Dennis Constanzo

We represent Dennis Constanzo (“Applicant”) in connection with the subject application for a variance from *ADEM Administrative Code Rule 335-8-2-.02, Dredging and/or Filling* to allow the fill of approximately 0.02 acres to allow for the construction of a single-family residential building. This letter is written pursuant to *ADEM Administrative Code Rule 335-8-1-.13 2(c)*.

Applicant’s variance is due to be granted because application of the pertinent regulations in this instance would be unduly restrictive or constitute a taking of Applicant’s property without payment of full compensation in accordance with the Constitution of the State of Alabama or the United States. United States Supreme Court decisions have long recognized that physical takings are not necessary for property owners to be entitled to compensation under the Fifth and Fourteenth Amendments’ just compensation clauses. *See, e.g., Lucas v. South Carolina Coastal Council*, 505 U.S. 1003, 112 S.Ct. 2886, 120 L. Ed. 2d. 798 (1992). When a physical taking has not occurred, two forms of regulatory taking entitle property owners to compensation under the Constitution. One of those forms applies when a regulation deprives a property owner of all beneficial use. The other form of regulatory taking, however, applies when, though the owner is not deprived of all use, the owner may nevertheless be constitutionally entitled to compensation under the *ad hoc* analysis established by the United States Supreme Court in *Penn Central Transportation Company v. City of New York*, 438 U.S. 104, 98 S. Ct. 2646, 57 L. Ed. 2d 631 (1978).

DAVIS, DAVIS & ASSOCIATES, P.C.
ATTORNEYS

The *ad hoc* review explained in *Penn Central* is appropriate here. This review essentially requires balancing the often competing interests of the government in protecting the environment against the legitimate interests of a property owner in enjoying the owner's property. The Honorable James H. Reid, Baldwin County Circuit Court Judge, applied such a balancing critique in a challenge by Baldwin County resident John Kuglar of a denial by ADEM of a variance application. Kuglar's variance request was based on the same standard as Applicant's request in this instant proceeding: application of the regulation was unduly restrictive or constituted a taking. Kuglar contended that he should be allowed to rebuild his Gulf front home partly seaward of the coastal construction line. Kuglar argued that in order to build the home he wanted with the deck he wanted, he needed the variance to avoid constructing his home within five feet of a public road, a dangerous situation. ADEM argued that Kuglar could simply forego the deck and otherwise reduce his planned house size to a 1,200 square foot footprint and therefore build his home entirely above the CCL and at least twenty feet from the road. However, Judge Reid balanced the State's interest in enforcing the setback with Kuglar's right to enjoy his property and ruled in Kuglar's favor, overcoming a presumption of correctness afforded to ADEM's denial. The Alabama Court of Civil Appeals then, in a reasoned opinion, affirmed Judge Reid's ruling.

Accordingly, under the authority of the rulings by the United States Supreme Court and the Alabama Court of Civil Appeals, respectfully, in our opinion, Applicant is entitled to the requested variance.

Thank you for your prompt consideration of this variance.

Very truly yours,

/s/ *Richard E. Davis*
Richard E. Davis