



COMMUNITY DEVELOPMENT DEPARTMENT

120 S. MCKENZIE STREET

Foley, Alabama 36535

www.cityoffoley.org

(251) 952-4011

May 23, 2025

Mayor and City Council
City of Foley
407 East Laurel Avenue
Foley, Alabama 36535

RE: Request for Rezoning

Dear Mayor Hellmich and City Council Members,

The City of Foley Planning Commission held a meeting on May 21, 2025 and the following action was taken:

Agenda Item: Foley Boat & RV Storage/Flowers- Rezoning

The City of Foley Planning Commission has received a request to recommend to the Mayor and Council the rezoning of 21.32 +/- acres. Property is currently zoned AO (Agricultural Open Space). Proposed zoning is B-1A (Extended Business District). Property is located S. of County Rd. 12 S. and E. of the Foley Beach Express. Applicant is S.E. Civil, LLC.

Planning Commission Action:

Commissioner Gebhart made a motion to recommend the requested rezoning to the Mayor and Council. Commissioner Swanson seconded the motion. All Commissioners voted aye.

Motion to recommend the requested rezoning to the Mayor and Council passes.

Please let me know if you have any questions or concerns.

Respectfully,

Melissa Ringler

Melissa Ringler
Planning & Zoning Coordinator

MAYOR: Ralph Hellmich

CITY ADMINISTRATOR: Michael L. Thompson

CITY CLERK: Kathryn Taylor

COUNCIL MEMBERS: J. Wayne Trawick; Vera Quaites; Richard Dayton; Cecil R. Blackwell; Charles Ebert III

This Instrument Prepared by
RICHARD N. SHERRILL
CLARK, PARTINGTON, HART,
LARRY, BOND & STACKHOUSE
Suite 800, 125 West Romana Street
Post Office Drawer 13010
Pensacola, Florida 32591-3010

CPH file # 031717
Rec. fee: \$ 19.00
Doc stamps: \$ 630.00
Total: \$ 649.00

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2004 December - 7 11:18AM
Instrument Number 856496 Pages 3
Recording 9.00 Mortgage
Deed 638.00 Min Tax
Index 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

PARCEL IDENTIFICATION NUMBER: 61-05-15-0-000-007.000

STATE OF ALABAMA)
:
COUNTY OF BALDWIN)

WARRANTY DEED TO TRUSTEE

KNOW ALL MEN BY THESE PRESENTS that ELEANOR K. FLOWERS (hereinafter referred to as "Grantor"), whose address is 1333 Eagle Drive, Cantonment, Florida 32533, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations in hand paid, grants, bargains, sells, alienates, remises, releases, conveys and confirms unto ELEANOR K. FLOWERS as Trustee under the REVOCABLE TRUST AGREEMENT OF ELEANOR K. FLOWERS DATED OCTOBER 17, 2003 (hereinafter referred to as "Grantee"), whose mailing address is 1333 Eagle Drive, Cantonment, Florida 32533, the successors and assigns of Grantee, forever, the real property (hereinafter referred to as the "Property") situate, lying and being in the County of Baldwin, State of Alabama, being more properly described on Exhibit A attached hereto.

856496

Subject to taxes for the current year and subsequent years; zoning, restrictions, prohibitions, and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any; all of which are not hereby reimposed.

TO HAVE AND TO HOLD the Property in fee simple upon the trust and for the uses and purposes herein and as set forth in said trust agreement.

The powers of the Trustee and all Successor Trustees shall extend to any and all rights which the Grantor possesses in the above described real property; any deed, mortgage, or other instrument executed by the Trustee shall convey all rights or interests of the Grantor including homestead; and the Trustee is appointed as the attorney-in-fact for the Grantor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantor.

In the event that the present Trustee cannot continue to serve as Trustee, the Successor Trustee shall be the person or corporate entity nominated by the Trust Agreement.

All Successor Trustees are hereby granted the same powers with respect to the real property described above as are granted to the Trustee in this deed.

Any person dealing with the Trustee shall deal with the Trustee in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior Trustee sworn to or acknowledged before a notary public.
- B. A certified death certificate of the prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incapacitated, or removing the Trustee for any reason.
- D. The written certificates of two physicians currently practicing medicine that the Trustee is unable to manage her own affairs or is physically or mentally incapable of handling the duties of Trustee.

- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantor sworn to or acknowledged before a notary public; this right being reserved to the Grantor.
- F. A conveyance from the prior Trustee to the Successor Trustee.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances; except taxes accruing subsequent to the end of the prior year.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal this 17 day of November, 2004.

Eleanor K. Flowers (SEAL)
ELEANOR K. FLOWERS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, the undersigned authority, a notary public in and for said State, hereby certify that ELEANOR K. FLOWERS, whose name is signed on the foregoing instrument, and who is known to me, acknowledged before me this date that, being informed of the contents of this instrument, executed the same voluntarily on the day same bears date.

Given under my hand and seal this 17 day of November, 2004.

Richard D. Stencil
Notary Public

[NOTARIAL SEAL]

This Warranty Deed to Trustee has been prepared at the Grantor's request without survey, examination or legal opinion of title.

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REVOCABLE TRUST AGREEMENT

THIS TRUST AGREEMENT is made on the date hereinafter set forth, between ELEANOR K. FLOWERS, of Cantonment, Escambia County, Florida, hereinafter the "Grantor," and ELEANOR K. FLOWERS, hereinafter the "Trustee," for the following uses and purposes:

1. This trust shall be known as the "Revocable Trust Agreement of ELEANOR K. FLOWERS, Dated the 17th day of October, 2003," which date shall be the date this trust was executed by the Grantor.

2. The Grantor has transferred and delivered to the Trustee all of the right, title, and interest of the Grantor in that property described in Schedule "A" attached hereto. The assets herein transferred, and any assets added by the Grantor or passing to the Trustee under the provisions of the Last Will and Testament of the Grantor, shall be held by the Trustee IN TRUST, and shall be managed and distributed under the terms and conditions hereinafter set forth.

3. The Grantor reserves the right, at any time and from time to time, by instrument in writing delivered to the Trustee, to amend, modify, or revoke this trust in whole or in part. Only the Grantor, or an attorney in fact to whom the power to exercise such right has been expressly granted in the power of attorney which appointed the attorney in fact, may exercise such right. Neither a guardian, an attorney in fact, a conservator, nor any other person (other than the Grantor) may exercise such reserved right of the Grantor, except for an attorney in fact to whom such power has been expressly granted in the power of attorney which appointed the attorney in fact.

4. During the life of the Grantor, the Trustee shall manage the assets of the trust for the benefit of the Grantor, and shall pay to the Grantor so much of the income and principal of the trust as the Grantor shall request of the Trustee. Income

not requested by the Grantor shall be accumulated by the Trustee and added to principal.

In the event the Grantor becomes, in the opinion of the Trustee, incapable of managing her own affairs, the Trustee shall have the right to distribute as much of the income and principal to or for the benefit of the Grantor as the Trustee in his discretion determines necessary or appropriate for the health, maintenance, and support of the Grantor.

If any transfer from the trust during the Grantor's lifetime is made to a person other than the Grantor, such transfer shall be treated as a withdrawal by the Grantor and a subsequent transfer by the Grantor to the recipient.

5. Incapacity of the Grantor to manage her own affairs shall be determined by one of the following means:

(a) Receipt by the successor Trustee of the Grantor's signed statement requesting and directing that the successor Trustee assume the duties of Trustee;

(b) Receipt by the successor Trustee of a certificate in writing executed by the Grantor's attending physician, certifying that the Grantor has become incapable of the management of her business and personal affairs by reason of physical or mental disability; or

(c) The successor Trustee's determination, upon such investigation and/or receipt of such evidence as the successor Trustee, in the successor Trustee's sole discretion, shall deem necessary or advisable, that the Grantor has become incapable of the management of her business and personal affairs by reason of physical or mental disability.

The successor Trustee shall cease to be Trustee upon receipt of the Grantor's signed statement reassuming the duties of Trustee, at any time after the receipt of a statement referred to in subparagraph (a) above and after the successor Trustee

upon investigation determines that the Grantor is capable of managing her affairs. Further, at any time after the successor Trustee's receipt of a certification referred to in subparagraph (b) above, or after the successor Trustee makes the determination referred to in subparagraph (c) above, the Grantor may make a written request to the successor Trustee to reassume the duties of Trustee. In such event, the successor Trustee shall be required to make such investigation as the successor Trustee deems necessary or desirable, in the successor Trustee's sole discretion, and if the successor Trustee concludes as a result of such investigation that the Grantor is no longer incapable of managing her affairs, then the successor Trustee shall cease to perform the duties of Trustee. After the successor Trustee ceases to perform the duties of Trustee, the Grantor shall resume the duties of Trustee.

6. After the death of the Grantor, the Trustee shall pay as much of the debts and funeral expenses, estate or inheritance taxes, and reasonable expenses of administration of the estate of the Grantor as the Trustee determines appropriate. The Trustee may rely on written requests from the Personal Representative of the Grantor's estate, if any, as to the payment of such amounts, and shall not be required to inquire further as to the accuracy or reasonableness of the amounts so paid.

7. After the Grantor's death, and after making any payments as required under Paragraph 6 above, the Trustee shall divide all of the remaining assets of the Trust into two (2) separate equal shares and distribute one to each of the Grantor's children outright and free of trust. In the event that one of Grantor's children fails to survive the Grantor, the share for such as fails to so survive shall be held, managed and distributed for the lineal descendants of such deceased child as described in Paragraph 8 below. In the event that either of Grantor's children fails to survive the Grantor and is not survived by lineal descendants, the share for such shall instead be

included in the share for Grantor's other child or the lineal descendants of a deceased child.

8. If a share is held for the benefit of the lineal descendants of a deceased child (such lineal descendants being hereinafter referred to as "grandchildren" or individually as "grandchild"), the Trustee shall divide the assets for such grandchildren into as many separate equal shares as there are lineal descendants of such deceased child to be held, administered and distributed as described herein.

(a) The share for the benefit of a grandchild who is over the age of thirty-five (35) years shall be distributed to that child, free of any trust. The share for the benefit of a grandchild under the age of thirty-five (35) years shall be held, managed, and distributed as described in subparagraph (b) below.

(b) In administering a share for the benefit of a grandchild who is under the age of thirty-five (35) years, the Trustee shall pay to or for the benefit of the grandchild as much of the income and principal of the share for the benefit of that grandchild as the Trustee considers necessary or appropriate for the health, maintenance, education, and support of the grandchild, after considering all other sources of support available to the grandchild and known to the Trustee. The authority to invade principal of the share for the benefit of that grandchild shall continue so long as the grandchild is a beneficiary of this trust. Upon the grandchild reaching the age of twenty-five (25) years, the Trustee shall distribute, on written request of the grandchild, an amount of principal equal to up to one-third (1/3) of the value of the assets of the share on the date of the twenty-fifth (25th) birthday of the grandchild. Upon the grandchild reaching the age of thirty (30) years, the Trustee shall distribute, on written request of the grandchild, an amount of principal up to a maximum amount equal to the amount which could have been distributed to the grandchild at the time of his or her twenty-fifth (25th) birthday. Upon the

grandchild reaching the age of thirty-five (35) years, the Trustee shall distribute, on written request of the grandchild, all of the principal and any accumulated income of the trust share to the grandchild, free of any trust. If a grandchild is twenty-five (25) years of age or older at the time a share is established for his or her benefit, but under the age of thirty (30) years at the date the share is established for his or her benefit, he or she shall be entitled to request an amount equal to up to one-third (1/3) of the value of the assets on the date his or her share is established; and a grandchild who is over the age of thirty (30) years, but under the age of thirty-five (35) years at the date the share is established for his or her benefit, shall be entitled to request an amount equal to up to two-thirds (2/3) of the value of the assets on the date his or her share is established.

9. (a) The interest of any beneficiary hereunder (including a remainderman) in income or principal shall not be subject to assignment, alienation, encumbrance, legal process, claims of creditors, or claims of any spouse of any beneficiary for alimony or support until after payment has actually been made to the beneficiary by the Trustee as hereinbefore provided.

(b) When and if the Trustee shall have notice or shall believe that the rights or interests of any beneficiary (other than a beneficiary who is also the Trustee) in and to any part of the income or principal, or both, of this trust have been or may be diverted from the purpose of this trust, whether by voluntary act or legal process, the Trustee shall not pay or distribute income or principal to or for the benefit of such beneficiary as provided above. Instead, the Trustee may thereafter, in the Trustee's sole discretion, distribute income or principal to or for the benefit of such beneficiary at such time or times and for such purposes as the Trustee may determine appropriate.

10. Notwithstanding any other provision herein to the contrary, the Trust herein established shall terminate not later than twenty-one (21) years after the

date of the Grantor's death and every other beneficiary named herein then living. At such time, the principal and any undistributed income shall be distributed to the beneficiaries free of any trust.

11. (a) In addition to any power given the Trustee under this instrument for investment or receipt of trust assets, the Trustee shall have all of the powers and authority conferred upon trustees by the laws of the State of Florida and the laws of any other state in which the property of the trust may be located; provided, however, that during the lifetime of the Grantor, the Trustee will not sell or otherwise dispose of any trust asset without first obtaining the approval of the Grantor if she is available and able to act. Additionally, the Grantor-Trustee, but no other Trustee, shall observe the standard in dealing with the trust assets that she would observe if she were dealing with her individually owned, nontrust property, without accounting for her actions to any other beneficiary of this trust.

(b) The Trustee's powers specifically include the power and authority to sell, wholly or partly for cash or on credit, contract to sell, transfer, exchange or lease any real property; and the power to buy, sell, and trade in securities of any nature, including short sales, on margin, and for such purpose to maintain and operate margin accounts with brokers, and the power to pledge any security held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee. This provision shall not in any way limit the Trustee's powers under authority of Chapter 737, *Florida Statutes*.

12. The Trustee shall administer this trust without the necessity of filing or reporting to any court; but the Trustee shall in any event render annual reports to the current income beneficiaries hereof, which reports shall include the income earned for the preceding year and the current value of the assets held in trust for the benefit of that beneficiary. The Trustee may have duties and responsibilities in addition to those described in this instrument. The Trustee is advised and

specifically authorized to engage, at the expense of the trust, counsel to advise the Trustee regarding the Trustee's duties and responsibilities.

13. (a) In the event of the removal, resignation, death, or incapacity of the Trustee, then Grantor's daughter, SHELLY LYNN FLOWERS, presently of Cantonment, Florida, shall serve as successor Trustee. In the event that SHELLY LYNN FLOWERS is unable or unwilling to serve or to continue to serve, then Grantor's son, JEFFREY LEON FLOWERS, presently of Florence, Alabama, shall serve as next successor trustee.

(b) If at any time there is no Trustee in office and no designated successor, the legally competent beneficiaries and the legal or natural guardian of each other income beneficiary (whether an individual or charitable organizations), acting by vote of a majority in interest, shall select a successor Trustee, either individual or corporate. Such designation shall be made by written instrument signed by the person making the designation and delivered to the successor Trustee, and may be revoked by similar written instrument at any time before the Trustee making the designation ceases to serve as Trustee.

(c) If at any time a corporate Trustee is serving as Trustee hereunder, the persons (individual or charitable organizations) described in subparagraph (b) above shall have the right to designate and appoint another corporate Trustee, whether located in the State of Florida or elsewhere, in the place of the then acting corporate Trustee, by instrument in writing filed with the then acting corporate Trustee together with the written acceptance of the designated successor. The relieved corporate Trustee, upon accounting to its successor, shall be released and discharged from further liability.

(d) Any Trustee may resign at any time by giving prior written notice to the income beneficiaries.

(e) If any corporate Trustee at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its corporate predecessor.

14. No Trustee appointed hereunder shall be required to furnish any bond or other security in any jurisdiction, the same being expressly waived hereby.

15. If this trust or a share of this trust cannot be finally distributed as provided for above because of the sooner death of all beneficiaries provided for above, whether by name or otherwise, then the Trustee shall distribute the assets of the trust or share remaining at the death of the last surviving beneficiary of the trust or share to those persons who would then be the Grantor's heirs at law as provided in the Florida law of intestate descent and distribution as it then exists and as if the Grantor had died simultaneously with the last surviving beneficiary as provided in the Florida law of intestate descent and distribution as it then exists.

16. (a) Notwithstanding any other provision of this trust agreement,

(i) If this trust or a separate share of this trust would otherwise be partially exempt from generation-skipping transfer tax due to the intended allocation of a GST exemption to it, then before such allocation and as of the relevant valuation date with respect to such allocation under Section 2642 of the Internal Revenue Code, as amended, the Trustee may (but need not) divide the trust or share (the "original trust") into two separate trusts of equal or unequal value which shall be identical in all other respects to the original trust or share, so that the allocation of GST exemption can be made to one trust which will be entirely exempt from the federal generation-skipping transfer tax. The two trusts created under this subparagraph shall have the same name as the original trust or share except that the trust to which the GST exemption is allocated shall have the phrase "GST

Exempt" added to its name. The two trusts are sometimes referred to herein as "related."

(ii) If property which is held in, or is to be added or allocated to, this trust is subject to different treatment for any reason for purposes of the federal generation-skipping transfer tax than other property being added or allocated to, or also held in, this trust, then the Trustee may (but need not) hold such property instead as a separate trust that is appropriately designated to distinguish it from the trust to which the property otherwise would have been allocated, but that is identical in all other respects to that trust. The identical trusts resulting from application of this subparagraph are also sometimes referred to herein as "related."

(iii) If property of this trust or a share of this trust is to be added to or consolidated with another trust or another share of this trust and each of the two trusts or shares is entirely exempt from generation-skipping transfer tax but the addition or consolidation would cause the trust or share which was to receive the addition or survive the consolidation thereafter to be only partially exempt from such tax, then the Trustee may (but need not) continue to hold such trusts or shares as separate trusts or shares. Each trust or share shall retain its individual name, but the separate trusts or shares shall thereafter be held, managed, and distributed under the terms provided for that trust or share which was to receive assets from the other trust or share. The identical trusts or shares resulting from application of this subparagraph are also sometimes referred to herein as "related."

(iv) It is the Grantor's intent that the Trustee shall not be required to administer a trust or share hereunder that is only partially exempt from generation-skipping transfer tax, or to commingle property subject to different treatment for generation-skipping transfer tax purposes whether because the transferors with respect to the property are assigned to different generations or

otherwise. The provisions of this paragraph are intended to enable the Trustee to avoid such situations by empowering the Trustee to segregate trust property (1) that is entirely exempt from generation-skipping transfer tax from trust property that is not exempt; or (2) that is otherwise treated differently from other trust property for purposes of the generation-skipping transfer tax; or (3) that, although entirely exempt from generation-skipping transfer tax, if added to or consolidated with another trust or share would cause the receiving trust or share to be only partially exempt from such tax. The provisions of this paragraph should be applied in a manner consistent with this intention.

(b) To the extent it is consistent with the Trustee's fiduciary obligations, the Trustee, in making discretionary distributions of net income and principal from the related trusts referred to in subparagraph (a) above, shall take advantage of the opportunities provided by the creation of such related trusts to avoid or delay generation-skipping transfer tax when making discretionary distributions, and to maximize the amount of trust property that eventually may be distributed to the Grantor's grandchildren or more remote descendants without transfer tax of any kind at the termination of all trusts created under this trust agreement.

17. This trust agreement shall be construed under and regulated by the laws of the State of Florida.

IN WITNESS WHEREOF, this Revocable Trust Agreement is executed on the date hereinafter set forth.

GRANTOR/TRUSTEE:



ELEANOR K. FLOWERS

DATE: October 17, 2003

The foregoing instrument was on the 17th day of October, 2003, signed, sealed, published and declared by ELEANOR K. FLOWERS, in our presence, as and for her Revocable Trust Agreement, and we and each of us, in her presence, and at her special request, and in the presence of each other, hereunto subscribe our names as witnesses to the same.

Loretta W. Ellis of Pensacola, Florida.

Terry E. O'Rourke of Pensacola, Florida.

STATE OF FLORIDA)
) ss.
COUNTY OF ESCAMBIA)

I, ELEANOR K. FLOWERS, declare to the officer taking my acknowledgment of this instrument and to the subscribing witnesses, that I signed this instrument as my Revocable Trust Agreement.

Eleanor K. Flowers
ELEANOR K. FLOWERS

We, Loretta W. Ellis and TERRY E. O'Rourke, have been sworn by the officer signing below, and declare to that officer on our oaths that the Grantor declared the instrument to be the Grantor's Revocable Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Grantor and of each other.

Loretta W. Ellis

Witness

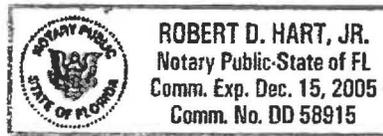
Terry E. O'Rourke

Witness

Acknowledged and subscribed before me by the Grantor, ELEANOR K. FLOWERS, who is personally known to me or who has produced _____ as identification, and sworn to and subscribed before me by the witnesses, LORETTA W. ELLIS, who is personally known to me or who has produced _____ as identification, and by TERRY E. O'ROURKE, who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the Grantor and Trustee and the subscribing witnesses, all on the 17th day of OCTOBER, 2003.

[Handwritten Signature]

[Signature of Notary Public]



[Print, Type, or Stamp Name of Notary Public]
State of Florida at Large

Commission Number: _____
My Commission Expires: _____

[NOTARIAL SEAL]

ATTACHMENT TO REVOCABLE TRUST AGREEMENT
OF ELEANOR K. FLOWERS
Dated the 17th day of October, 2003

SCHEDULE "A"

One Hundred Dollars (\$100.00) Cash

**FIRST AMENDMENT TO THE
REVOCABLE TRUST AGREEMENT OF ELEANOR K. FLOWERS
DATED THE 10TH DAY OF OCTOBER, 2003**

This First Amendment to the Revocable Trust Agreement of ELEANOR K. FLOWERS, Dated the 10th day of October, 2003 (the "Trust"), ELEANOR K. FLOWERS, of Cantonment, Escambia County, Florida, as the "Grantor" and "Trustee," for the following uses and purposes, is hereby amended is made on the date hereinafter set forth as follows:

I. Paragraph 13 detailing Successor Trustees is hereby deleted in its entirety, and the following is substituted therefor:

13. The order of successor trustees shall be determined as follows:

(a) In the event of the removal, resignation, death, or incapacity of the Trustee, then Grantor's daughter, SHELLY LYNN FLOWERS, presently of Cantonment, Florida, shall serve as successor Trustee. In the event that SHELLY LYNN FLOWERS is unable or unwilling to serve or to continue to serve, then Grantor's son, JEFFERY LEON FLOWERS, presently of Florence, Alabama, shall serve as next successor Trustee. In the event that all of the foregoing are unable or unwilling to serve or to continue to serve, then Grantor's nephew-in-law, THOMAS A. TREADWELL, presently of Montgomery, Alabama, shall serve as next successor trustee.

(b) If at any time there is no Trustee in office and no designated successor, the legally competent beneficiaries and the legal or natural guardian of each other income beneficiary (whether an individual or charitable organizations), acting by vote of a majority in interest, shall select a successor Trustee, either individual or corporate. Such designation shall be made by written instrument signed by the person making the designation and delivered to the successor Trustee, and may be revoked by similar written instrument at any time before the Trustee making the designation ceases to serve as Trustee.

(c) If at any time a corporate Trustee is serving as Trustee hereunder, the persons (individual or charitable organizations) described in subparagraph (b) above shall have the right to designate and appoint another corporate Trustee, whether located in the State of Florida or elsewhere, in the place of the then acting corporate Trustee, by instrument in writing filed with the then acting corporate Trustee together with the written acceptance of the designated successor. The relieved corporate Trustee, upon accounting to its successor, shall be released and discharged from further liability.

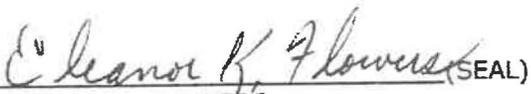
(d) Any Trustee may resign at any time by giving prior written notice to the income beneficiaries.

(e) If any corporate Trustee at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its corporate predecessor.

II. As hereby amended, the Revocable Trust Agreement of ELEANOR K. FLOWERS, Dated the 10th day of October, 2003, is hereby ratified, approved, and confirmed.

IN WITNESS WHEREOF, this First Amendment to the Revocable Trust Agreement of ELEANOR K. FLOWERS, Dated the 10th day of October, 2003 is executed on the date hereinafter set forth.

GRANTOR/TRUSTEE:


ELEANOR K. FLOWERS (SEAL)

DATE: November 17, 2004

The foregoing instrument was on the 17 day of November, 2004, signed, sealed, published and declared by ELEANOR K. FLOWERS, in our presence, as and for the First Amendment to the Revocable Trust Agreement of ELEANOR K. FLOWERS Dated the 10th day of October, 2003, and we and each of us, in her presence, and at her special request, and in the presence of each other, hereunto subscribe our names as witnesses to the same.

Patricia McNeill of Pensacola, Florida.

Mikele Nunnelee of Pensacola, Florida.

STATE OF FLORIDA)
 : ss.
COUNTY OF ESCAMBIA)

I, ELEANOR K. FLOWERS, declare to the officer taking my acknowledgement of this instrument and to the subscribing witnesses, that I signed this instrument as the First Amendment to the Revocable Trust Agreement of ELEANOR K. FLOWERS Dated the 10th day of October, 2003.

Eleanor K. Flowers
ELEANOR K. FLOWERS

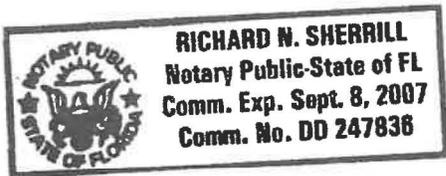
We, Patricia McNeill and Mikele Nunnelee, have been sworn by the officer signing below, and declare to that officer on our oaths that the Grantor declared the instrument to be the First Amendment to the Revocable Trust Agreement of ELEANOR K. FLOWERS Dated the 10th day of October, 2003, and signed it in our presence and that we each signed the instrument as a witness in the presence of the Grantor and of each other.

Patricia McNeill

Witness

Mikele Nunnelee
Witness

Acknowledged and subscribed before me by the Grantor, ELEANOR K. FLOWERS,
who is personally known to me or who has produced _____
as identification, and sworn to and subscribed
before me by the witnesses, _____
Patricia McNeill, who is personally known to me or who has
produced _____ as identification, and by
Mikele Nunnelee, who is personally known
to me or who has produced _____ as identification,
and subscribed by me in the presence of the Grantor and the subscribing witnesses, all on
the 17 day of November, 2004.



Richard N. Sherrill
[Signature of Notary Public]

[Print, Type, or Stamp Name of Notary Public]
State of Florida at Large

Commission Number: _____
My Commission Expires: _____

[NOTARIAL SEAL]

FIRST AMENDMENT TO THE
AMENDED & RESTATED REVOCABLE
TRUST AGREEMENT OF ELEANOR K. FLOWERS
(a/k/a SECOND AMENDMENT TO THE
REVOCABLE TRUST AGREEMENT OF
ELEANOR K. FLOWERS)

This First Amendment to the Amended and Restated Revocable Trust Agreement of Eleanor K. Flowers (also known as the Second Amendment to Revocable Trust Agreement of Eleanor K. Flowers), by Eleanor K. Flowers of Cantonment, Escambia County, Florida, as Grantor and Trustee, is made this 23rd day of January, 2018.

The term "Trustee" shall include both the singular and the plural and whenever used herein shall mean the original Trustee or any remaining or Successor Trustee or Trustees as the context indicates or requires:

WITNESSETH:

WHEREAS, the Grantor, on October 17, 2003, executed and created a certain revocable trust known as the "REVOCABLE TRUST AGREEMENT OF ELEANOR K. FLOWERS" (hereinafter referred to as the "Original Trust Agreement") with ELEANOR K. FLOWERS as "Trustee," for the purpose of owning and holding property; and

WHEREAS, pursuant to the terms of the Original Trust Agreement, the Grantor specifically reserved the right to revoke, alter or amend the Trust Agreement or any amendment hereto, in any respect and as to all or any part; and


EKF

WHEREAS, the Grantor executed a SECOND AMENDMENT TO REVOCABLE TRUST AGREEMENT OF ELEANOR K. FLOWERS dated November 17, 2004 (herein referred to as the "Amended & Restated Revocable Trust Agreement"); and

WHEREAS, pursuant to Paragraph 3 of the Amended & Restated Revocable Trust Agreement, the Grantor specifically reserved the right, by written notice delivered to the Trustee, to revoke, alter or amend the Amended & Restated Revocable Trust Agreement; and

WHEREAS, Grantor now wishes to amend the Amended & Restated Revocable Trust Agreement by this document, which shall be known as the FIRST AMENDMENT TO THE AMENDED AND RESTATED REVOCABLE TRUST AGREEMENT OF ELEANOR K. FLOWERS.

NOW THEREFORE, the foregoing recitals are true and correct in each and every respect and are hereby incorporated into the Amended and Restated Revocable Trust Agreement, and the undersigned parties hereto agree to the following and acknowledge this document as written notice of all actions herein taken and declare as follows:

Grantor hereby deletes Paragraph 7 of the Amended & Restated Revocable Trust Agreement in its entirety, and substitutes the following provisions as if they had been originally included therein:

First Amendment to
Amended & Restated
Revocable Trust Agreement of Eleanor K. Flowers
Page 2 of 7



EKF

Paragraph 7

"7. After the Grantor's death, and after making any payments as required under Paragraph 6 above, the trustee shall hold, manage and distribute the assets of the trust in the following manner:

(a) If after the death of the Grantor the Trust owns either or both of the real property in Navarre, Santa Rosa County, Florida described in a deed recorded at Official Records Book 2296, Page 1933, and the real property in Baldwin County, Alabama, described in a deed in Official Records Book 815022 (referred to as the "Norton Estate" parcel), then the Trustee shall continue to hold title to such property or properties. As soon as is reasonably possible after the death of the Grantor, the Trustee shall sell such properties in such manner and at such prices as the Trustee shall determine. The proceeds from such sale or sales shall be distributed equally to the Grantor's children, SHELLY LYNN FLOWERS ("Shelly") and JEFFERY LEON FLOWERS ("Jeff"), if they both survive the Grantor, or to the survivor if one predeceases the Grantor. If neither of the Grantor's children survives the Grantor, then such proceeds shall be distributed to the Grantor's then living lineal descendants, per stirpes.

(b) If after the death of the Grantor the Trust owns the real property in Baldwin County, Alabama, described in a deed recorded in Official Records Book 815023 (approximately 73 acres), then the Trustee shall continue to hold title to such property. As soon as reasonably possible after the death of the Grantor, the

Trustee shall sell such property in such manner and at such price as the Trustee shall determine. The proceeds from such sale shall be distributed seventy-five percent (75%) to Shelly, if then living, and twenty-five percent (25%) to Jeff, if then living, or all to the survivor. If neither of the Grantor's children survives the Grantor, then such proceeds shall be distributed to the Grantor's then living lineal descendants per stirpes.

(c) If after the death of the Grantor the Trust owns the real property in Baldwin County, Alabama, described in a deed recorded in Official Records Book 856496, then the Trustee shall distribute such real property outright and free of trust to Shelly. If Shelly does not survive the Grantor, such real property shall be distributed to Jeff, if then living, and if not, then to the Grantor's then living lineal descendants, per stirpes."

Paragraph 8

Grantor hereby deletes Paragraph 8 of the Amended & Restated Revocable Trust Agreement in its entirety, and substitutes the following provision as if it had been originally included therein:

"8. The Trustee shall distribute the rest and residue of the trust assets to Shelly. If Shelly does not survive the Grantor, the remaining assets of the trust shall be distributed to Jeff, if then living, and if not, then to the Grantor's then living lineal descendants, per stirpes."



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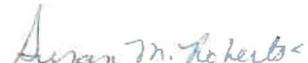
Except as hereby specifically amended in this First Amendment to the Amended and Restated Revocable Trust Agreement of Eleanor K. Flowers, the Amended and Restated Revocable Trust Agreement is hereby ratified, approved and confirmed. In the event of a conflict or ambiguity by and between the terms and provisions of this First Amendment, and the terms and provisions of the Amended & Restated Revocable Trust Agreement in existence prior to this First Amendment, the terms and provisions of this First Amendment shall control to the extent of such conflict or ambiguity.

* * *

IN WITNESS WHEREOF, Grantor has hereunto set her hand and affixed her seal to this document, and for the purpose of identification has signed Grantor's name or initials, "EKF" at the foot of this, the preceding four (4) pages, and the subsequent two (2) pages and Grantor publishes this document as the FIRST AMENDMENT TO THE AMENDED & RESTATED REVOCABLE TRUST AGREEMENT OF ELEANOR K. FLOWERS, all in the presence of the undersigned witnesses this 23rd day of January, 2018.

WITNESSES:

In the presence of:


Print Name: SUSAN M. ROBERTS

GRANTOR:


ELEANOR K. FLOWERS


Print Name: Lydia Brackett

TRUSTEE:

Susan M. Roberts
Print Name: SUSAN M ROBERTS

Eleanor K. Flowers
ELEANOR K. FLOWERS

Lydia Brackett
Print Name: Lydia Brackett

The foregoing First Amendment was, in our presence, signed, sealed, published and declared by the Grantor, ELEANOR K. FLOWERS, to be her First Amendment to the Amended and Restated Revocable Trust Agreement of Eleanor K. Flowers. Each of the five (5) preceding pages, this page and the following page were signed or initialed by ELEANOR K. FLOWERS in our presence and we, at her request and in her presence and in the presence of each other, believing her to be of sound and disposing mind and memory, do attest and subscribe this First Amendment, as witnesses, the day and year last above written, all of us, including the Grantor, being present throughout the execution and attestation of this First Amendment.

Susan M. Roberts residing at Gulf Breeze, Florida
Print Name: SUSAN M ROBERTS

Lydia Brackett residing at Narvon, Florida
Print Name: Lydia Brackett

AFFIDAVIT OF PROOF OF AGREEMENT OF TRUST

STATE OF FLORIDA
COUNTY OF ESCAMBIA

We, ELEANOR K. FLOWERS, Susan M. ROBERTS and Lydia Brackett, the Grantor and the witnesses, respectively, whose names are signed to the foregoing First Amendment, being first duly sworn, do hereby declare to the undersigned officer that on the 23rd day of January, 2018, the Grantor signed and executed the instrument in the presence and hearing of said witnesses as her First Amendment to the Amended and Restated Revocable Trust Agreement of

First Amendment to
Amended & Restated
Revocable Trust Agreement of Eleanor K. Flowers
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Eleanor K. Flowers; and that she signed voluntarily; and that each of the witnesses, in the presence and hearing of each other, signed the First Amendment as a witness; and that to the best of the knowledge of each witness, the Grantor was at that time eighteen (18) or more years of age, of sound mind, and under no constraint or undue influence.

WITNESSES:

In the presence of:

GRANTOR:

Susan M. Roberts
Print Name: SUSAN M ROBERTS

Eleanor K. Flowers
ELEANOR K. FLOWERS

Lydia Brackett
Print Name: Lydia Brackett

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME this 23rd day of January, 2018, by ELEANOR K. FLOWERS, Grantor and Trustee who:

[] is personally known to me OR
[] has produced Fla D.L. as identification;

and subscribed and sworn to by SUSAN M ROBERTS, witness, who
[] is personally known to me OR
[] has produced _____ as identification;

and subscribed and sworn to by Lydia Brackett, witness, who
[] is personally known to me OR
[] has produced _____ as identification.

Charles P. Hoskin
NOTARY PUBLIC
CHARLES P. HOSKIN
Notary Public, State of Florida
My Comm. Expires Dec. 22, 2020
Commission No. GG57626



Van P. Geeker, Esq. of
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32591-1271
Telephone: (850) 433-6581
vpg@esclaw.com

EXHIBIT A

An undivided one-half ($\frac{1}{2}$) interest in and to the following described property: Being a parcel of land lying in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 15, Township 8 South, Range 4 East, Baldwin County, Alabama, and also being more particularly described as follows: Commencing at the Northeast corner of said Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 15; thence South 89°32'20" West, 450 feet to the Point of Beginning of the parcel herein described; thence continuing South 00°00'00" East, 1089.65 feet; thence South 89°36'03" West, 860.48 feet to the East margin of Roscoe Road; thence North 00°48'32" East, along said East margin, 1088.95 feet; thence North 89°32'20" East, 845.12 feet to the Point of Beginning of the parcel herein described.

[Baldwin Co. Inst. #768684]



CITY OF FOLEY
AGENT AUTHORIZATION FORM

I/We authorize and permit SE CIVIL LLC to act as My/Our representative and agent in any manner regarding this application which relates to property described as tax parcel ID# 05-61-05-15-0-000-007.000

I/We understand that the agent representation may include but not be limited to decisions relating to the submittal, status, conditions, or withdrawal of this application. In understanding this, I/We release the City of Foley from any liability resulting from actions made on My/Our behalf by the authorized agent and representative. I hereby certify that the information stated on and submitted with this application is true and correct. I also understand that the submittal of incorrect information will result in the revocation of this application and any work performed will be at the risk of the applicant.

*Note: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

PROPERTY OWNER(S): FLOWERS, GARY J (1/2 INT) ETAL FLOWERS, AND ELEANOR K AS TRUSTEE UNDER THE REVOCABLE AND TRUST AGREEMENT OF ELEANOR K FLOWERS DA AND TED OCTOBER 17 2003 (1/2 INT)

Name(s) printed Eleanor K. Flowers, Trustee

Address 1333 Eagle Dr.

City/State Cantonment, FL 32533

Phone 850-450-3525 Email dolly@dollyflowers.com Fax N/A

Signature(s) Date 3/26/2025

PROPERTY OWNER(S): March 26, 2025

Name(s) printed Gary J. Flowers

Address 19608 CO Rd. 12 S

City/State Foley, AL 36635

Phone 251-269-4286 Email garyflowers1950@gmail.com Fax N/A

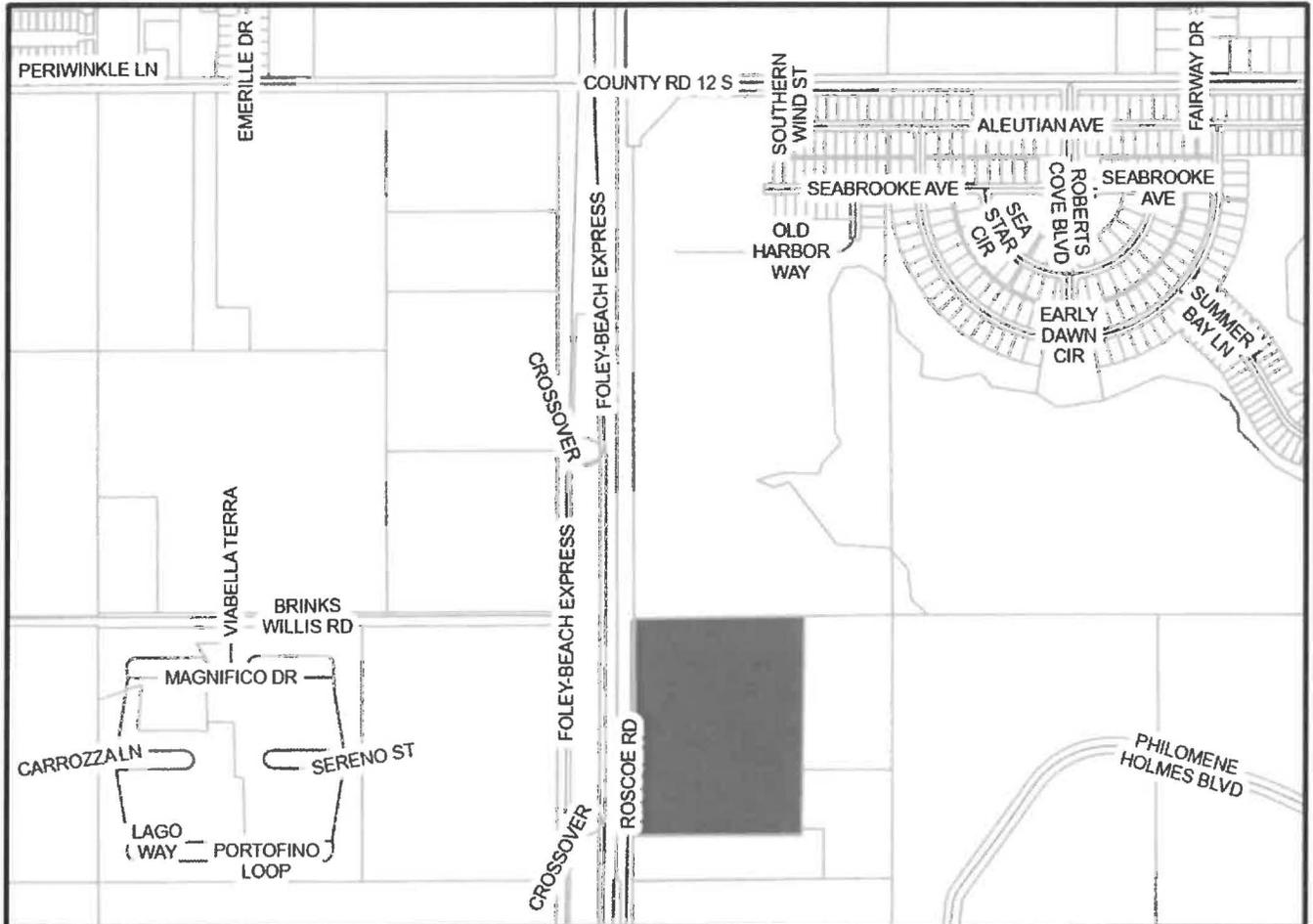
Signature(s) Date

Legal Description 20.32 AC
Copied from Recorded Deed Instrument #856496

An undivided one-half ($\frac{1}{2}$) interest in and to the following described property: Being a parcel of land lying in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 15, Township 8 South, Range 4 East, Baldwin County, Alabama, and also being more particularly described as follows: Commencing at the Northeast corner of said Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 15; thence South 89°32'12" West, 450 feet to the Point of Beginning of the parcel herein described; thence continuing South 00°00'00" East, 1089.65 feet; thence South 89°36'03" West, 860.48 feet to the East margin of Roscoe Road; thence North 00°48'32" East, along said East margin, 1088.95 feet; thence North 89°32'20" East, 845.12 feet to the Point of Beginning of the parcel herein described.



PUBLIC NOTICE



The City of Foley Planning Commission has received a request to recommend to the Mayor and Council the rezoning of 21.32+/- acres. Property is currently zoned AO (Agricultural Open Space). Proposed zoning is B-1A (Extended Business District). Property is located S. of County Rd. 12 S. and E. of the Foley Beach Express. Applicant is S.E. Civil, LLC.

Anyone interested in this rezoning request may be heard at a public meeting scheduled for May 21, 2025 in the Council Chambers of City Hall located at 407 E. Laurel Ave., at 5:30 p.m. or may respond in writing to 120 S. McKenzie St., Foley, AL 36535.

Wes Abrams
Planning Commission Chairman

