

**CITY OF VESTAVIA HILLS**  
**PLANNING AND ZONING COMMISSION**

**AGENDA**

**OCTOBER 11, 2018**

**6:00 P.M.**

Roll Call.

Pledge of Allegiance

Approval of Minutes: September 13, 2018

**Final Plats**

- (1) **P-1018-38** Salter Enterprises, Inc. Is Requesting **Final Plat Approval For A Resubdivision Of Lot 6 Of Youngs' Addition To Shades Cliff.** The Purpose For This Request Is To Subdivide One Lot Into Two. The Property Is Owned By Salter Enterprises, Inc. and Is Zoned Vestavia Hills R-4.
- (2) **P-1018-39** Thorton Construction Company, Inc. Is Requesting **Final Plat Approval For Rocky Ridge Estates Resurvey Of Lots 15 17 & 18.** The Purpose For This Request Is To Subdivide Two Lots Into Four. The Property Is Owned By Thorton Construction Company, Inc. and Is Zoned Vestavia Hills R-2.
- (3) **P-1018-40** Patchwork Retail Venture, LLC. Is Requesting **Final Plat Approval For Covenant Daycare Resurvey Of Patchwork.** The Purpose For This Request Is To Resurvey Three Lots Into One. The Property Is Owned By Patchwork Retail Venture, LLC. and Is Zoned Vestavia Hills PB.
- (4) **P-1018-41** Timothy B. Higgins Is Requesting **Final Plat Approval For A Resurvey Of A Resurvey Of Part Of Lots 7 & 8 Of New Merkle Heights.** The Purpose For This Request Is To Resurvey Three Lots Into One. The Property Is Owned By Timothy B. Higgins and Is Zoned Vestavia Hills B-3.

**Rezoning/Conditional Use Recommendations:**

- (5) **P-1018-33** Richard Pennino Is Requesting **Conditional Use Approval for Outdoor Recreation** Located At **2301 Old Columbiana Rd.** The Property Is Owned By Richard Pennino And Is Zoned Vestavia Hills B-2.
- (6) **P-1018-34** City of Vestavia Hills Is Requesting Approval To The **Second Amendment to the Patchwork Farms PUD.**

- (7) **P-1018-35** Horton Realty Inc. Is Requesting **Rezoning** for **3070 Green Valley Rd.** from **Vestavia Hills R-4 to Vestavia Hills O-1** For The Purpose Of Office Development.
- (8) **P-1018-36** Smith Corretti LLC. Is Requesting **Rezoning** for **1200 Vestavia Place** from **Vestavia Hills R-7 to Vestavia Hills R-9** For The Purpose Of Single Family Residential Development.

Time of Adjournment.

**CITY OF VESTAVIA HILLS**  
**PLANNING AND ZONING COMMISSION**  
**MINUTES**  
**SEPTEMBER 13, 2018**  
**6:00 P.M.**

The Planning and Zoning Commission of the City of Vestavia Hills met in regular session on this date at 6:00 P.M. following posting/publication as required by Alabama law. The roll was called with the following:

**MEMBERS PRESENT:** Erica Barnes, Chair  
Blaine House, Vice-Chair  
Lyle Larson  
Hasting Sykes  
Rusty Weaver  
Fred Goodwin  
Cheryl Cobb  
Greg Gilchrist

**MEMBERS ABSENT:** Johnathan Romeo

**OTHER OFFICIALS PRESENT:** Conrad Garrison, City Planner  
Christopher Brady, City Engineer

**APPROVAL OF MINUTES**

Mr. Larson stated that the minutes of the meeting of August 9, 2018 are presented for approval.

**MOTION** Motion to approve minutes was by Mr. Larson and second was by Mr. Weaver.  
Voice vote as follows:

Mr. Goodwin – yes	Mr. Sykes – yes
Mr. Gilchrist – yes	Ms. Cobb – yes
Mr. House – yes	Mr. Weaver – yes
Mr. Larson – yes	Mrs. Barnes – yes
Motion carried.	

## Preliminary Plats

**P-0918-31** Liberty Park Joint Venture, LLP Is Requesting **Preliminary Plat Approval For The Marketplace At The Bray**. The Purpose For This Request Is To Approve Development Of Ingress/Egress And Future Access For Commercial Lots In Town Village. The Property Is Owned By Liberty Park Joint Venture, LLP and Is Zoned Vestavia Hills PNC.

Mr. Garrison and Mr. Brady explained the background of the request and stated the preliminary plat was needed so that Liberty Park may being infrastructure work.

James Parsons from Schoel Engineering was present to answer any specific questions the Commission had.

Mr. House expressed concern that the full property lines for Lot 2 were not shown on the plat.

Mr. Parsons highlighted and defined the property lines to the Commission's satisfaction.

Ms. Barnes opened the floor for a public hearing. There being no one to address the Commission concerning this request, Ms. Barnes closed the public hearing and opened the floor for a motion.

**MOTION** Mr. Larson made a motion to approve Preliminary Plat Approval For The Marketplace At The Bray as amended at the meeting. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. House – yes

Mr. Larson – yes

Motion carried.

Mr. Sykes – yes

Ms. Cobb – yes

Mr. Weaver – yes

Mrs. Barnes – yes

## Final Plats

(2) **P-0918-32** Liberty Park Joint Venture, LLP Is Requesting **Final Plat Approval For The Bray At Liberty Park**. The Purpose For This Request Is To Create One Lot From Acreage. The Property Is Owned By Liberty Park Joint Venture, LLP and Is Zoned Vestavia Hills PNC.

Mr. Garrison explained the background and location of the request and stated the plat was needed to begin the commercial development.

Ms. Barnes opened the floor for a public hearing. There being no one to address the Commission concerning this request, Ms. Barnes closed the public hearing and opened the floor for a motion.

**MOTION** Mr. Larson made a motion to approve Final Plat Approval For The Bray At Liberty Park. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes  
Mr. Gilchrist – yes  
Mr. House – yes  
Mr. Larson – yes  
Motion carried.

Mr. Sykes – yes  
Ms. Cobb – yes  
Mr. Weaver – yes  
Mrs. Barnes – yes

Conrad Garrison, City Planner

**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: **OCTOBER 11, 2018**

- **CASE:** P-1018-38
- **REQUESTED ACTION:** Final Plat Approval For A Resubdivision Of Lot 6 Of Youngs' Addition To Shades Cliff
- **ADDRESS/LOCATION:** 1557 Holly Rd.
- **APPLICANT/OWNER:** Salter Enterprises, Inc.
- **GENERAL DISCUSSION:** Plat is subdividing lot to complete rezoning Ordinance 2774 (R-2 to R-4). Note: Plat states Preliminary at the top but will be revised to indicate final at time of signature.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is consistent with the plan for medium density residential.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems noted
  4. **Building Safety Review:** No problems noted

**CITY OF VESTAVIA HILLS  
PLANNING AND ZONING COMMISSION  
FINAL MAP APPLICATION**

2018 SEP 25 P 12:04

**II. APPLICANT INFORMATION: (owner of property)**

NAME: Salter Enterprises, Inc.

ADDRESS: 204 Griffin Park Drive  
Birmingham, AL 35242

MAILING ADDRESS (if different from above) \_\_\_\_\_

PHONE NUMBER: Home 205-281-8464 Office 205-983-5626

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: \_\_\_\_\_

Chris Salter

**III. ACTION REQUESTED**

**Final Plat Approval**

Explain reason for the request: Final approval + Building  
Permits

*\*\*if additional information is needed, please attached full description of request\*\**

**IV. PROPERTY DESCRIPTION: (address, legal description, etc.)**

1557 Holly Road

Birmingham, AL 35226

Property size: 353.61 feet X 234 feet. Acres: 1.14

**VI. ZONING/REZONING:**

The above described property is presently zoned: R2, rezoned to R4

**VI. OWNER AFFIDAVIT:**

I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

*Ciri Sathu*  
Owner Signature/Date

\_\_\_\_\_  
Representing Agent (if any)/date

Given under my hand and seal  
this 24 day of September, 2018.

*Casey A. Proctor*  
Notary Public



My commission expires 9-21-19  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_





**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: **OCTOBER 11, 2018**

- **CASE:** P-1018-39
- **REQUESTED ACTION:** Final Plat Approval For Rocky Ridge Estates Resurvey Of Lots 15 17 & 18.
- **ADDRESS/LOCATION:** 2424 & 2432 Dolly Ridge Rd.
- **APPLICANT/OWNER:** Thorton Construction Company, Inc.
- **GENERAL DISCUSSION:** Plat is subdividing lot to complete rezoning Ordinance 2786 (Jeffco E-2 to R-2).
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is consistent with the plan for medium density residential.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems noted
  4. **Building Safety Review:** No problems noted

**CITY OF VESTAVIA HILLS  
PLANNING AND ZONING COMMISSION  
FINAL MAP APPLICATION**

**II. APPLICANT INFORMATION: (owner of property)**

NAME: Thornton Construction Company, Inc.

ADDRESS: 5300 Cahaba River Road, Suite 200

Birmingham, Alabama 35243

MAILING ADDRESS (if different from above)

PHONE NUMBER: Home 205-305-2561 Office 205-870-5498

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Gonzalez-Strength  
& Associates, Inc. (Larry Ingram, P.E./Derek Meadows, P.L.S.)

**III. ACTION REQUESTED**

**Final Plat Approval**

Explain reason for the request: Final plat approval for the re-subdivision of  
lots 2424 & 2432 Dolly Ridge Rd. from 2-lots to 4-lots  
**\*\*if additional information is needed, please attached full description of request\*\***

**IV. PROPERTY DESCRIPTION: (address, legal description, etc.)**

2424 Dolly Ridge Road & 2432 Dolly Ridge Road

Property size: \_\_\_\_\_ feet X \_\_\_\_\_ feet. Acres: 2.08 Acres +/-

**VI. ZONING/REZONING:**

The above described property is presently zoned: R-2

2018 SEP 25 PM 2:09

P1018-39//2800324003003000&4  
2424 & 2452 Dolly Ridge Rd.  
Final Map to divide 2 lots into 4 lots  
Thornton Construction Company  
R2

P&Z Application  
Final Plat Approval  
Page 4

**VI. OWNER AFFIDAVIT:**

I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

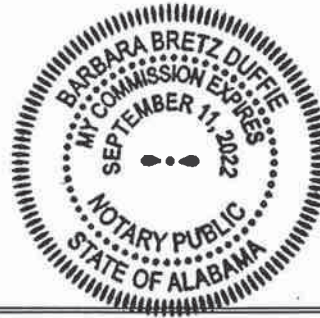
 9-24-18  
Owner Signature/Date

\_\_\_\_\_  
Representing Agent (if any)/date

Given under my hand and seal  
this 27 day of Sept, 20 18.

  
Notary Public

My commission expires 11  
day of Sept, 20 22.





**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: **OCTOBER 11, 2018**

- **CASE:** P-1018-40
- **REQUESTED ACTION:** Final Plat Approval For Covenant Daycare Resurvey Of Patchwork
- **ADDRESS/LOCATION:** Healthy Way
- **APPLICANT/OWNER:** Patchwork Retail Venture, LLC.
- **GENERAL DISCUSSION:** Plat is resurveying three outparcels in Patchwork Farms into one for a preschool. Easements in the north and south of lot as well as recorded setback will remain.
- **PATCHWORK FARMS PUD:** This request is consistent with the PUD.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems noted
  4. **Building Safety Review:** No problems noted

**CITY OF VESTAVIA HILLS  
PLANNING AND ZONING COMMISSION  
FINAL MAP APPLICATION**

---

---

**II. APPLICANT INFORMATION: (owner of property)**

NAME: Patchwork Retail Venture, LLC

ADDRESS: 700 Montgomery Hwy, Ste 186, Birmingham, AL 35216

MAILING ADDRESS (if different from above) \_\_\_\_\_

PHONE NUMBER: Home \_\_\_\_\_ Office \_\_\_\_\_

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: \_\_\_\_\_

Cahaba Capital Group, LLC % Tyler Bradford (Buyer)

---

---

**III. ACTION REQUESTED**

**Final Plat Approval**

Explain reason for the request: Lot consolidation for childcare facility development.

*\*\*if additional information is needed, please attached full description of request\*\**

---

---

**IV. PROPERTY DESCRIPTION: (address, legal description, etc.)**

Parcel 2, 3, & 4 of Patchwork Farms Retail Venture. Lot 1D Map Book 242 Page 100.

Property size: IRR feet X IRR feet. Acres: 2.51

---

---

**VI. ZONING/REZONING:**

The above described property is presently zoned: PB - ~~IR~~


**VI. OWNER AFFIDAVIT:**

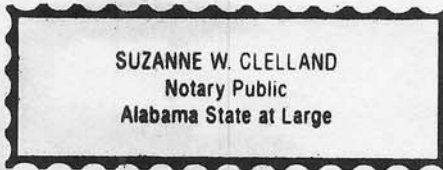
I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

  
\_\_\_\_\_  
Owner Signature/Date

 9/24/18  
\_\_\_\_\_  
Representing Agent (if any)/date

Given under my hand and seal  
this 26<sup>TH</sup> day of SEPTEMBER, 20 18.

  
\_\_\_\_\_  
Notary Public



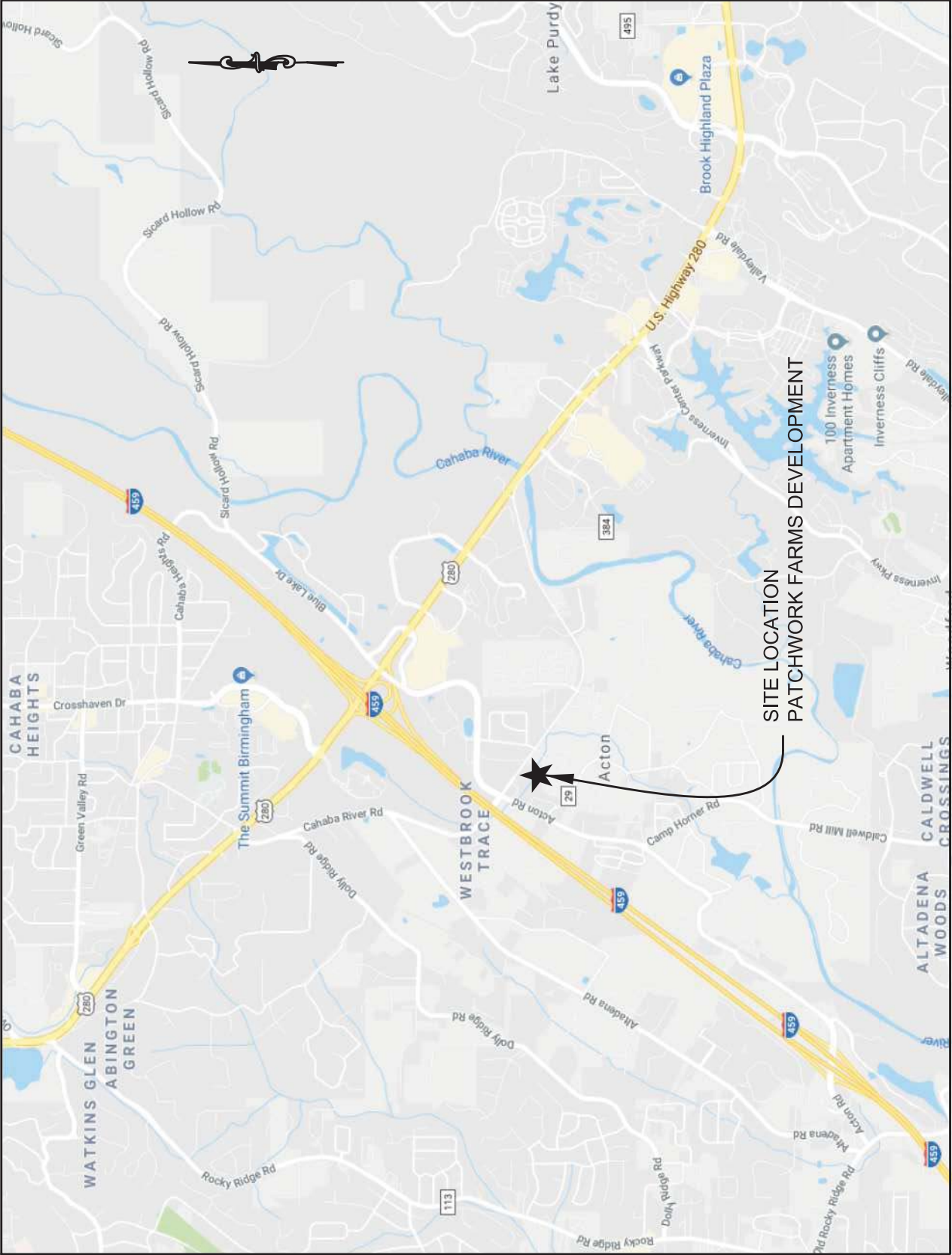
My commission expires 20<sup>TH</sup>  
day of JUNE, 20 20.

---





COVENANT CLASSICAL SCHOOLS  
PATCHWORK FARMS DEVELOPMENT  
CITY OF VESTAVIA HILLS, AL



SITE LOCATION  
PATCHWORK FARMS DEVELOPMENT

SITE VICINITY MAP  
N.T.S.

**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: **OCTOBER 11, 2018**

- **CASE: P-1018-41**
- **REQUESTED ACTION:** Final Plat Approval For A Resurvey Of A Resurvey Of Part Of Lots 7 & 8 Of New Merkle Heights
- **ADDRESS/LOCATION:** 4222 Dolly Ridge Dr.
- **APPLICANT/OWNER:** Timothy B. Higgins
- **GENERAL DISCUSSION:** Plat is subdividing one lot into two due to a divorce decree. Currently, the “In The Making” yarn shop is located on the lot. A cross access agreement between the two lots has been recorded through covenants and is attached. Easements in the north and south of lot as well as recorded setback will remain.
- **CAHABA HEIGHTS COMMUNITY PLAN:** This request is consistent with the plan for mixed use/retail.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems noted
  4. **Building Safety Review:** No problems noted

CITY OF VESTAVIA HILLS

PLANNING AND ZONING COMMISSION

~~PRELIMINARY~~ MAP APPLICATION

Final

II. APPLICANT INFORMATION: (owner of property)

NAME: Timothy B. Higgins

ADDRESS: 585 Soffin Road

Grant Alabama 35747

MAILING ADDRESS (if different from above) \_\_\_\_\_

PHONE NUMBER: Home <sup>LAND</sup> 256-728-8880 Office <sup>CEL</sup> 256-603-0195

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: \_\_\_\_\_

III. ACTION REQUESTED

~~Preliminary Plat Approval~~

Subdivide 1 Lot into 2 Lots

Explain reason for the request: "SPLITTING" TWO PROPERTIES

4222 Dolly Ridge Road.

*\*\*if additional information is needed, please attached full description of request\*\**

IV. PROPERTY DESCRIPTION: (address, legal description, etc.)

SOUTH 60' OF ~~LOT 8~~ LOT 8 BLOCK B-1

NEW MORRIS HEIGHTS

Property size: \_\_\_\_\_ feet X \_\_\_\_\_ feet. Acres: \_\_\_\_\_

VI. ZONING/REZONING:

The above described property is presently zoned: \_\_\_\_\_

Final

2018 SEP 19 P 1:37

**VI. OWNER AFFIDAVIT:**

I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

J. B. Higgins  
Owner Signature/Date

\_\_\_\_\_  
Representing Agent (if any)/date

Given under my hand and seal  
this 3<sup>rd</sup> day of July, 2018.

Kay Russeom  
Notary Public

My commission expires \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

**My Commission Expires  
November 8, 2020**

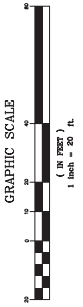
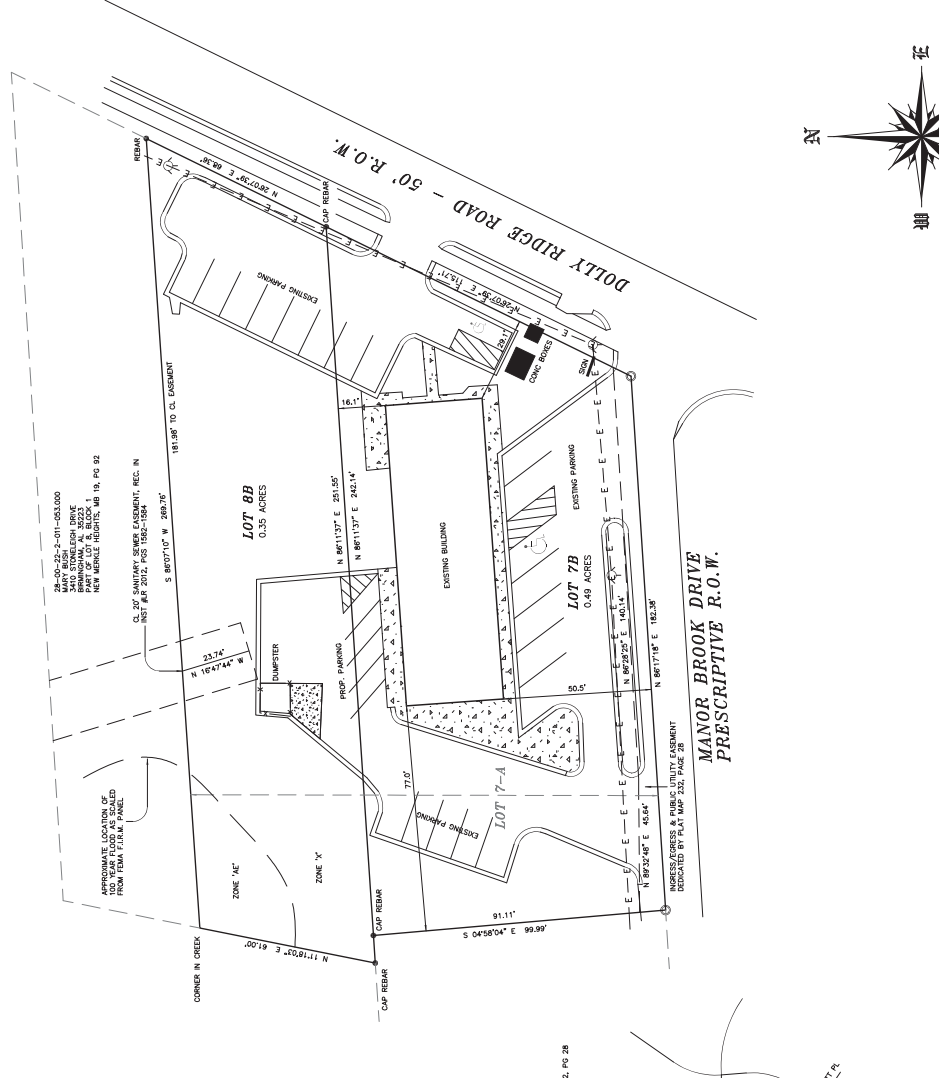




**LEGEND**

●	25' POLYURETHANE MARKER
○	4" 3/4" IRON ROD
○	UTILITY POLE
○	AC - ASBESTOS
○	C - CENTERLINE
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT
○	EP - EXISTING PAVEMENT

**NOTES:**  
 A. Unless otherwise shown or stated, all easements, encroachments, utility poles, underground storm, water, gas, sewer lines, etc., are to be shown on this plan and shall be shown as shown in this plan and shall be shown as shown in this plan.  
 B. All utility poles are to be shown as shown in this plan and shall be shown as shown in this plan.  
 C. All easements are to be shown as shown in this plan and shall be shown as shown in this plan.  
 D. All encroachments are to be shown as shown in this plan and shall be shown as shown in this plan.  
 E. All other items are to be shown as shown in this plan and shall be shown as shown in this plan.



# FINAL PLAT OF

## A RESURVEY OF A RESURVEY OF PART OF LOTS 7 & 8 OF NEW MERKLE HEIGHTS

A PARCEL OF LAND SITUATE IN THE SE 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 18, SOUTH RANGE 2, WEST 2, JEFFERSON COUNTY, ALABAMA, AND A PARCEL BEING A RESURVEY OF PART OF LOTS 7 & 8, BLOCK B-1, ACCORDING TO THE MAP OF NEW MERKLE HEIGHTS, AS RECORDED IN MAP BOOK 236, PAGE 53, IN THE OFFICE OF THE JUDGE OF JEFFERSON COUNTY, ALABAMA.

0.84 TOTAL ACREAGE OF SUBJECT PROPERTY

PREPARED BY:  
 RODNEY SHIFLETT  
 P.O. BOX 204  
 COLUMBIANA, AL 35051  
 669-1205

PREPARED FOR:  
 HADDIN GRACE INVESTMENTS, LLC  
 TIM HIGGINS  
 585 JOEFFIE ROAD  
 INDIAN SPRINGS, AL 35124  
 GRAND, AL 35747

THE STATE OF ALABAMA  
 SHELBY COUNTY  
 AUGUST 7, 2025

RODNEY SHIFLETT, P.L.S. #21784  
 COLUMBIANA, AL 35001  
 205-869-1205

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Rodney Shiflett, whose name is signed to the foregoing certificate as surveyor, and who is known to me, accompanied before me on this date, that after being sworn, he produced to me a true and correct copy of the original of the plat of the resurvey of the lots described herein, all as recited in the foregoing plat, and that he is the author of the same, and that he is duly qualified to perform the duties of a Notary Public in and for said county and state, and that the same is not subject to any law or ordinance of said county or state which would prohibit him from performing the same in said county and state. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

**VICINITY MAP (NOT TO SCALE)**

**RODNEY SHIFLETT SURVEYING**  
 P.O. BOX 204  
 COLUMBIANA, AL 35051  
 TEL. 205-669-1205

Director Jefferson County Environmental Services  
 Environmental Services Department Approves that easements have been dedicated for  
 utility poles, water, gas, sewer lines, etc., as shown on this plat, and that the same  
 have been properly surveyed and recorded in the proper public records of the  
 proper county and state, and that the same are in accordance with the provisions of  
 Right-of-Way or easement boundaries after this date may void this approval.

**Prepared by and when recorded return to:**

Sarah P. Thomson  
Leitman, Siegal & Payne, P.C.  
420 North 20th Street, Suite 2000  
Birmingham, Alabama 35203

STATE OF ALABAMA

COUNTY OF JEFFERSON

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made effective as of the 23 day of July, 2018, by and among Timothy B. Higgins, a married man ("Grantor") and Hardin Grace Investments LLC, an Alabama limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Jefferson County, Alabama, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Grantor Property");

WHEREAS, Grantee is the owner of that certain real property located in Jefferson County, Alabama, more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein (the "Grantee Property");

WHEREAS, Grantor has agreed to grant to Grantee easements for access in, upon, over, and across portions of the Grantor Property for the benefit of the Grantee Property subject to the terms and conditions set forth herein; and

WHEREAS, Grantee has agreed to use the easements and exercise its easement rights granted herein and perform its other obligations, all as more fully set out in this Agreement.



NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00), the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, each of the parties hereto covenants and agrees as follows:

1. Grant of Access Easements. Grantor does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns, for the benefit of and appurtenant to the Grantee Property, a nonexclusive easement for vehicular and pedestrian ingress and egress, and vehicular parking in, to, over and through that certain portion of the Grantor Property described in Exhibit "C" attached hereto and by this reference incorporated (the "Access Easement Area"). Grantee shall be entitled to use the Access Easement Area for vehicular parking and vehicular and pedestrian ingress, egress and regress, to, over, across and through the streets, roads and driveways existing within the Access Easement Area and to providing convenient and feasible access to the Grantee Property. The Access Easement shall also include the right and easement to use any trash cans, dumpsters, compactors and other storage containers on the Access Easement Area in connection with the collection, storage and removal of papers, debris, filth, refuse and recyclable materials.

2. USE OF EASEMENTS.

(a) Grantee's Use. Grantee covenants and agrees that Grantee shall use the Access Easement Area for the purposes set forth above.

(b) Grantor's Use. Grantor reserves the right to use the Access Easement Area for access to the Grantor Property provided such use does not unreasonably interfere with the use of the Access Easement Area.

3. Obligation of Parties to Maintain and Repair the Access Easement Area. Grantor and Grantee shall maintain and keep in good repair such streets, roads and driveways located within the Access Easement Area. Before any repairs or maintenance are performed, the parties will agree to the repairs or maintenance and the projected costs thereof, and each party, in equal shares, shall be responsible for the costs incurred. Failure to pay any portion of the costs incurred by either party shall be deemed a breach of this agreement. Notwithstanding the foregoing, if either party, or any of their respective invitees or licensees should cause any damage to the Access Easement Area (other than ordinary wear and tear), the party hereto responsible for the damage shall pay the entire cost of any necessary repairs to the Access Easement Area.

4. Mechanic's Liens Prohibited. Neither Grantor nor Grantee shall permit any mechanics' or materialmen's liens to encumber the Access Easement Area by reason of any work, labor, services, materials or equipment supplied for the Access Easement Area or such parties' property.

5. Indemnity. To the extent allowed by law, each party to this Agreement and its respective successors in title shall, and hereby agrees, to the extent allowed by law, to

indemnify and save and hold each of the other respective parties to this Agreement and their respective successors in title harmless, from and against any losses, damages, liabilities, claims, costs and expenses, including reasonable attorneys' and paralegal's fees, whether before trial, at trial or on appeal, suffered, incurred or occasioned by or in connection with any loss of life, personal injury and/or damage to property arising from or occasioned in whole or in part by any negligent or willful act or omission of that party or its employees, agents, guests, invitees and permittees in respect of their use of the Access Easement Area. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs. The indemnity in this Section 6 shall survive indefinitely any termination of the easements prescribed herein.

6. Compliance with Law and Other Terms of Use. Grantor and Grantee shall, in their exercise of their rights and performance of their obligations pursuant to this Agreement, comply with all applicable laws, ordinances, regulations and orders.

7. Notice. Any notice to be sent to any party hereunder shall be deemed to have been given when delivered personally, or one (1) day after sending via nationally recognized overnight courier service, or two (2) days after depositing such notice in the United States mail, postage prepaid, certified mail or registered mail, return receipt requested, and properly addressed to the party to be notified at the following address(es):

Grantor: Timothy B. Higgins  
585 Joeffie Road  
Grant, Alabama 35747

Grantee: Hardin Grace Investments LLC  
c/o Patrick Higgins  
1112 Indian Crest Drive  
Indian Springs, Alabama 35124

8. Governing Law and Jurisdiction. This Agreement is made and entered into and is to be governed, construed and enforced pursuant to and in accordance with the laws of the State of Alabama, without regard to its choice of law provisions.

9. Running with the Land. The easements created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall run with the land, shall burden the Access Easement Area and the Grantor Property, as applicable, shall pass with the conveyance of all or any portion of such property, whether specifically referred to or not, and shall be binding upon Grantor, Grantee, their heirs, legal representatives, successors and assigns. The easements created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall benefit the Grantee Property, its successors and assigns.

10. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and

any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. Complete Agreement. This Agreement, including its Recitals and Exhibits, constitutes the entire agreement of Grantor and Grantee regarding its subject matter. Grantor and Grantee must enter into any modifications of this Agreement in writing suitable for recording as a covenant running with the land for any such modification to be effective.

12. Counterparts. This Agreement may be signed in multiple counterparts, but each such counterpart shall constitute but one original.

13. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

*[signatures on the following pages]*

IN WITNESS WHEREOF, the parties hereto enter into this Agreement as of the day and year first above written.

GRANTOR:

**TIMOTHY B. HIGGINS**

*Timothy B Higgins*

STATE OF ALABAMA  
COUNTY OF JEFFERSON

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

Given under my hand and official seal this 23 day of July, 2018.



*[Signature]*  
Notary Public  
My Commission Expires: 7.15.2020

GRANTEE:

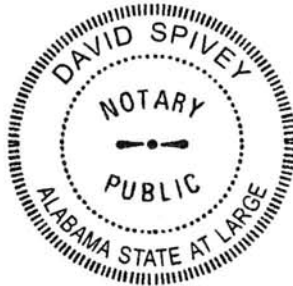
**HARDIN GRACE INVESTMENTS LLC**

By:   
Patrick Higgins  
Its: President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify Patrick Higgins, whose name as President of HARDIN GRACE INVESTMENTS LLC, a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 23 day of July, 2018.



  
Notary Public  
My Commission Expires: 7.15.2020

## EXHIBIT "A"

### GRANTOR PROPERTY

A parcel of land situated in the Southeast one-quarter of the Northwest one-quarter of Section 22, Township 18 South, Range 2 West Jefferson County, Alabama, said parcel being a part of lot 8, Block B-1, according to the map of New Merkle Heights as recorded in Map Book 16, page 20 as recorded in the Office of the Judge of Probate Jefferson County, Alabama and being more particularly described as follows:

Begin at the Southwest corner of said lot 8 and run in a Northeasterly direction along the West line thereof for a distance of 61.00 feet to a set 5/8" capped rebar; thence leaving said West line, turn an interior angle of 105 degrees 10 minutes 08 seconds to the left and run in an Easterly direction for a distance of 269.87 feet to a found 5/8" capped rebar stamped (JAM) on the Northwestern-most right of way of Dolly Ridge Road (50' right of way); thence turn an interior angle of 59 degrees 54 minutes 23 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 68.36 feet to a set 5/8" capped rebar, said point being the Southeast corner of said lot 8; thence leaving said right of way, turn an interior angle of 120 degrees 01 minutes 55 seconds to the left and run in a Westerly direction along the South line of said lot 8 for a distance of 251.55 feet to the POINT OF BEGINNING.

Plus all of Grantor's easement rights upon, under, over, across, and through the property described on Exhibit "A-1," as owner of the above-described property.

Less and except any portion lying within public right of way.

Exhibit A-1

A parcel of land situated in the Southeast one-quarter of the Northwest one-quarter of Section 22, Township 18 South, Range 2 West Jefferson County, Alabama, said parcel being a part of Lot 7, Block B-1, according to the Map of New Merkle Heights, as recorded in Map Book 16, page 20 as recorded in the Office of the Judge of Probate Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of Lot 8 of said subdivision and run in an Easterly direction along the South line of said Lot 8 for a distance of 9.41 feet to a set 5/8" capped rebar, said point being the Northwest corner of Lot 7 of said subdivision and the POINT OF BEGINNING; thence run along last described course along the North line of said Lot 7 for a distance of 242.14 feet to a set 5/8" capped rebar being the Northeast corner of said Lot 7, said point being on the Northwestern-most right of way of Dolly Ridge Road (50' right of way); thence turn an interior angle of 59 degrees 58 minutes 05 seconds to the left and run in a Southwesterly direction along the East line of said Lot 7 and the Westernmost right of way of said Dolly Ridge Road for a distance of 115.72 feet to a set pk nail, said point being the intersection of said right of way with the North right of way of Manor Brook Drive as recorded in Map Book 19, page 92 in the Office of the Judge of Probate Jefferson County, Alabama; thence leaving Dolly Ridge Road right of way turn an interior angle to the left of 119 degrees 57 minutes 54 seconds and run in a Westerly direction along the North line of said Manor Brook Drive right of way for a distance of 182.15 feet; thence leaving said right of way turn an interior angle to the left of 91 degrees 15 minutes 22 seconds and run in a Northerly direction for a distance of 99.99 feet to the POINT OF BEGINNING.

Less and except any portion lying within public right of way.

## **EXHIBIT "B"**

### **GRANTEE PROPERTY**

A parcel of land situated in the Southeast one-quarter of the Northwest one-quarter of Section 22, Township 18 South, Range 2 West Jefferson County, Alabama, said parcel being a part of Lot 7, Block B-1, according to the Map of New Merkle Heights as recorded in Map Book 16, page 20 as recorded in the Office of the Judge of Probate Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of Lot 8 of said subdivision and run in an Easterly direction along the South line of said Lot 8 for a distance of 9.41 feet to a set 5/8" capped rebar, said point being the Northwest corner of Lot 7 of said subdivision and the POINT OF BEGINNING; thence run along last described course along the North line of said Lot 7 for a distance of 242.14 feet to a set 5/8" capped rebar being the Northeast corner of said Lot 7, said point being on the Northwestern-most right of way of Dolly Ridge Road (50' right of way); thence turn an interior angle of 59 degrees 58 minutes 05 seconds to the left and run in a Southwesterly direction along the East line of said Lot 7 and the Westernmost right of way of said Dolly Ridge Road for a distance of 115.72 feet to a set pk nail, said point being the intersection of said right of way with the North right of way of Manor Brook Drive as recorded in Map Book 19, page 92 in the Office of the Judge of Probate Jefferson County, Alabama; thence leaving Dolly Ridge Road right of way turn an interior angle to the left of 119 degrees 57 minutes 54 seconds and run in a Westerly direction along the North line of said Manor Brook Drive right of way for a distance of 182.15 feet; thence leaving said right of way turn an interior angle to the left of 91 degrees 15 minutes 22 seconds and run in a Northerly direction for a distance of 99.99 feet to the POINT OF BEGINNING.

Plus all of Grantor's easement rights upon, under, over, across, and through the property described on Exhibit "B-1," as owner of the above-described property.

Less and except any portion lying within public right of way.



Exhibit B-1

A parcel of land situated in the Southeast one-quarter of the Northwest one-quarter of Section 22, Township 18 South, Range 2 West Jefferson County, Alabama, said parcel being a part of lot 8, Block B-1, according to the map of New Merkle Heights as recorded in Map Book 16, page 20 as recorded in the Office of the Judge of Probate Jefferson County, Alabama and being more particularly described as follows:

Begin at the Southwest corner of said lot 8 and run in a Northeasterly direction along the West line thereof for a distance of 61.00 feet to a set 5/8" capped rebar; thence leaving said West line, turn an interior angle of 105 degrees 10 minutes 08 seconds to the left and run in an Easterly direction for a distance of 269.87 feet to a found 5/8" capped rebar stamped (JAM) on the Northwestern-most right of way of Dolly Ridge Road (50' right of way); thence turn an interior angle of 59 degrees 54 minutes 23 seconds to the left and run in a Southwesterly direction along said right of way for a distance of 68.36 feet to a set 5/8" capped rebar, said point being the Southeast corner of said lot 8; thence leaving said right of way, turn an interior angle of 120 degrees 01 minutes 55 seconds to the left and run in a Westerly direction along the South line of said lot 8 for a distance of 251.55 feet to the POINT OF BEGINNING.

Less and except any portion lying within public right of way.

**EXHIBIT "C"**  
**ACCESS EASEMENT AREA**



**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: OCTOBER 11, 2018

- **CASE: P-1018-33**
- **REQUESTED ACTION:** Conditional Use Approval For Outdoor Recreation/Training Such as Jogging, Running, Fitness, & Obstacle Training
- **ADDRESS/LOCATION:** 2301 Old Columbiana Rd.
- **APPLICANT/OWNER:** Richard Pennino
- **REPRESENTING AGENT:**
- **GENERAL DISCUSSION:** Property is currently the home of Forge Fitness, a crossfit gym. The applicants have also included a list of possible activities and proposed locations on site. Outdoor recreation is specifically listed as requiring conditional use approval for B-2 zoning and the Commission may recommend specific activities at their discretion.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Comprehensive Plan for Neighborhood (recreational areas).
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  

**City Planner Recommendation:** Rezoning conditioned on uses presented.
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems notes.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

Oct 11th  
P&Z

# CITY OF VESTAVIA HILLS

## APPLICATION

### PLANNING AND ZONING COMMISSION

#### I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered**. All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which is shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. *\*\*No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

#### II. APPLICANT INFORMATION: (owner of property)

NAME: Richard Pennino

ADDRESS: 2301 Old Columbia Road  
Birmingham, AL 35216

MAILING ADDRESS (if different from above) 1756 Mountain Woods Cir  
Birmingham, AL 35216

PHONE NUMBER: Home (770) 262-5741 Office \_\_\_\_\_

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: French McMillan

**III. ACTION REQUESTED**

Request that the above described property be approved conditional use approval pursuant to Section \_\_\_\_\_ of the Vestavia Hills Zoning Code.

Current Zoning of Property: B2

Requested Conditional use For the intended purpose of: out door recreation training such as jogging, running, fitness, obstacle training  
(Example: From "VH R-1" to "VH O-1" for office building)  
\*\*if additional information is needed, please attached full description of request\*\* see attached

**IV. PROPERTY DESCRIPTION: (address, legal, etc.)**

Forge Fitness  
2301 Old Columbiana Road

Property size: 4 feet X \_\_\_\_\_ feet. Acres: \_\_\_\_\_

**V. INFORMATION ATTACHED:**

Attached Checklist complete with all required information.

Application fees submitted.

**VI.** I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.



Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal  
this 20 day of August, 2018.



Notary Public

My commission expires \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires  
November 8 2020



1. **Running track:** We will be running around our building and around other parts of the building for exercise and other types of sports specific training, i.e. tossing football or baseball. We will also continue to use the running track that is on the property.
2. **Weight training:** We will be lifting weights outside with barbells, dumbbells, or kettle bells.
3. **Batting Cage:** We may decide on a batting cage for hitting baseball or other type of outside sports.
4. **Adult Play Ground:** We will have an outdoor obstacle course with rope climbs, monkey bar, sand pit, wall for climbing over, wall traverse, etc...

**NOT INCLUDED**

1. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

2. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

3. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

4. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

5. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

6. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

7. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

8. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

9. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

10. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference. The design of all proposed structures shall be in accordance with the City of Vestavia Hills, Alabama, Ordinance 2011-01, which is hereby adopted by reference.

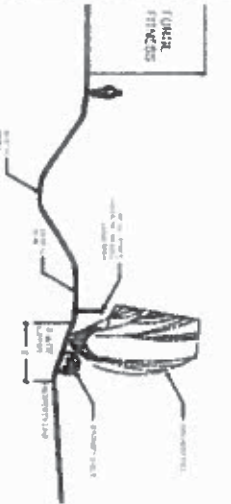
**Vestavia Hills, AL - Municipal Code Landscape Calculation**

Plant Schedule

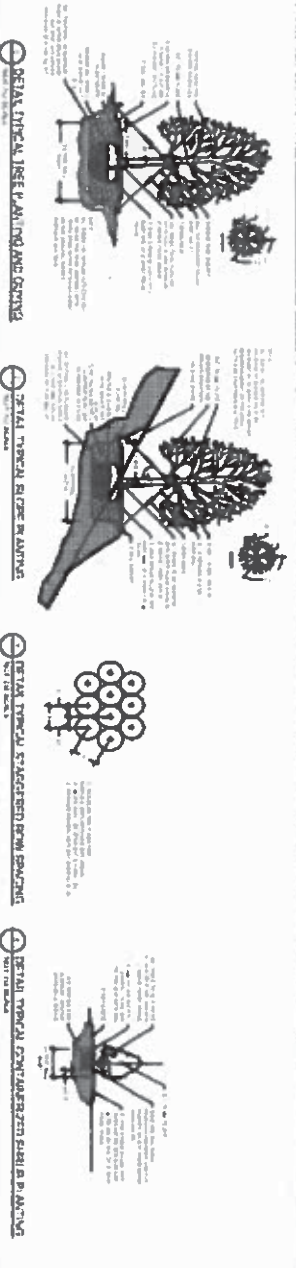
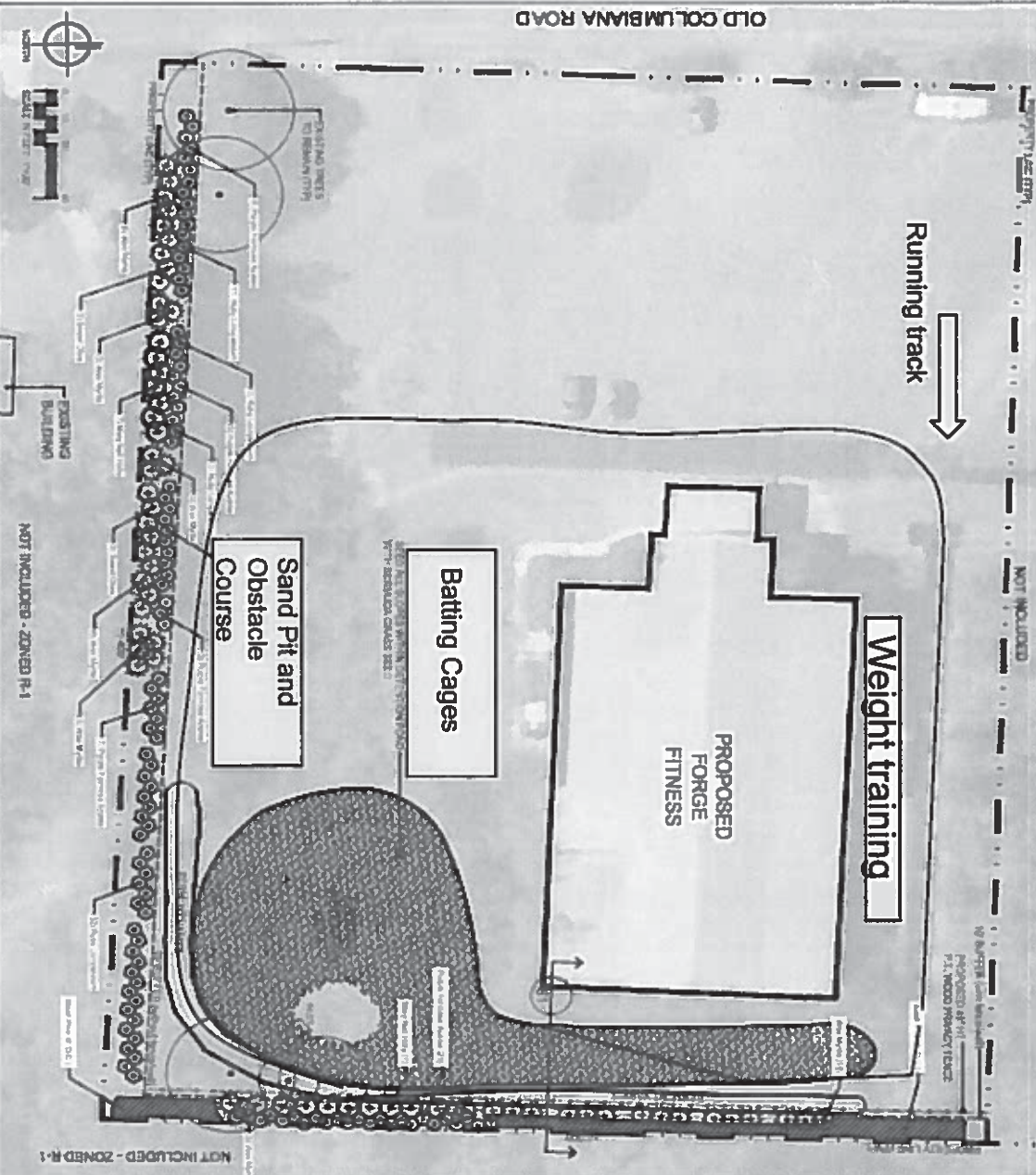
Plant Name	Quantity	Plant Size	Plant Type	Plant Value
Plant 1	1	4" x 4"	Shrub	\$100
Plant 2	1	4" x 4"	Shrub	\$100
Plant 3	1	4" x 4"	Shrub	\$100
Plant 4	1	4" x 4"	Shrub	\$100
Plant 5	1	4" x 4"	Shrub	\$100
Plant 6	1	4" x 4"	Shrub	\$100
Plant 7	1	4" x 4"	Shrub	\$100
Plant 8	1	4" x 4"	Shrub	\$100
Plant 9	1	4" x 4"	Shrub	\$100
Plant 10	1	4" x 4"	Shrub	\$100

Plant Schedule

Plant Name	Quantity	Plant Size	Plant Type	Plant Value
Plant 1	1	4" x 4"	Shrub	\$100
Plant 2	1	4" x 4"	Shrub	\$100
Plant 3	1	4" x 4"	Shrub	\$100
Plant 4	1	4" x 4"	Shrub	\$100
Plant 5	1	4" x 4"	Shrub	\$100
Plant 6	1	4" x 4"	Shrub	\$100
Plant 7	1	4" x 4"	Shrub	\$100
Plant 8	1	4" x 4"	Shrub	\$100
Plant 9	1	4" x 4"	Shrub	\$100
Plant 10	1	4" x 4"	Shrub	\$100



**PROPOSED BUFFER AND FENCE SECTION**



**FORGE FITNESS**  
OLD COLUMBIANA ROAD  
VESTAVIA HILLS, AL

**S-1**



**ORDINANCE NUMBER 2741**

**AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS INST TO VESTAVIA HILLS B-2 WITH THE CONDITIONAL USE FOR RECREATIONAL, FITNESS AND REHABILITATION AND RELATED ACTIVITIES**

**BE IT ORDAINED** by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills Inst (institutional district) to Vestavia Hills B-2 (business district) with restrictions:

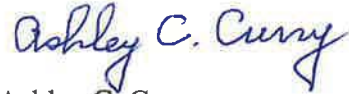
2301 Old Columbiana Road  
Lot 2, Polhemus Addition to Vestavia Hills  
Russell Polhemus, LLC, Owner(s)

**BE IT FURTHER ORDAINED** that said rezoning shall be conditioned upon completion of the following conditions:

1. A site inspection of all drainage retention/detention areas shall be approved by the City Engineer;
2. Private restrictive covenants shall be filed in the Jefferson County Office of the Judge of Probate and a recorded copy attached to this Ordinance Number 2741 for the following enumerated uses that shall be prohibited: hotels, animal shelter/kennel/clinic, private club, daycare center, place of assembly, hospital, nursing home, public utility facility, school (public), automotive repair (major & minor), automotive sales, bank of financial services, car wash, convenience store, funeral home, garden center/nursery, gas station, hardware store, home improvement center, laundromat, laundry & dry cleaning establishments (retail and industrial), liquor lounge, maintenance service, produce market, restaurant (fast food, full service, and/or any establishment with a commercial kitchen and/or hood), retail (general, enclosed & unenclosed), retail (neighborhood), services (neighborhood), service station, veterinary hospital, storage (including mini-

warehouses), telecommunications facilities, and warehousing (wholesale & distribution).

**APPROVED and ADOPTED** this the 12<sup>th</sup> day of February, 2018.



Ashley C. Curry  
Mayor

ATTESTED BY:



Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2741 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 12<sup>th</sup> day of February, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the 31<sup>st</sup> day of July, 2018.



Rebecca Leavings  
City Clerk

# 2301 Old Columbiana Road





Table 6 Use Regulations for Non-Residential Districts									
USES / DISTRICTS:	A	B-1	B-1.2	B-2	B-3	O-1	O-2	INST	
<b>AGRICULTURAL</b>									
Farm, Raising of Crops only	Y								
Farm, Raising of Livestock	L								
Farm Support Business	SE				C				
Forestry	Y								
Stable	Y								
<b>RESIDENTIAL</b>									
Assisted Living Facility			C						Y
Independent Living Facility			Y						
Multi-family dwelling			Y						
Townhouse			Y						
<b>LODGING</b>									
Bed and Breakfast, §7.4	C								
Hotel X				Y	Y				
Motel					Y				
<b>INSTITUTIONAL</b>									
Animal Shelter, §7.6 X	Y			C	C				C
Private Club X		Y	Y	Y	Y	Y	Y	Y	Y
Day Care Center, §7.7 X		L	L	Y	Y	C	C	C	C
Hospital X					C		C		Y
Nursing Home Y					C				Y
Place of Assembly	C	L	L	Y	Y	L	Y	Y	Y
Public Facility Y	L	L	L	Y	Y	L	Y	Y	Y
Public Utility Facility X	SE	SE	SE	SE	SE	SE	SE	SE	SE
School, Commercial	C	L	L	Y	Y	L	Y	Y	Y
School, Not-for-Profit	C	L	L	Y	Y	L	Y	Y	Y
School, Public	C	L	L	Y	Y	L	Y	Y	Y
<b>BUSINESS</b>									
Automotive Repair Service, Major X				C	C				
Automotive Repair Service, Minor X				Y	Y				
Automotive Sales X				C	C				
Bank or Financial Service X		L	L	Y	Y	Y	Y		
Broadcast Studio				Y	Y	Y	Y		
Business or Professional Office		L	L	Y	Y	Y	Y		
Business Support Service		L	L	Y	Y	Y	Y		
Car Wash, Freestanding (non-accessory) X				C	C				
Convenience Store X		Y	Y	Y	Y				
Entertainment, Indoor				Y	Y				
Entertainment, Outdoor				C	C				
Funeral Home X				C	Y				
Garden Center/ Nursery X		L	L	Y	Y				

Y – The use is permitted by right.  
 L – Permitted to limits set by district regulations  
 SE – Special Exception Use, requires approval by BZA (see §12.3). May also be subject to district limitations.  
 C – Conditional Use, requires approval by the Council (see §13.3). May also be subject to district limitations.  
 A use not listed may be requested for approval as a Conditional Use per §13.3.  
 A use followed by a numeric cross-reference is subject to Use-Specific Regulations in Article 7.  
 A blank cell indicates that the use is not permitted.

Table 6 Use Regulations for Non-Residential Districts									
USES / DISTRICTS:		A	B-1	B-1.2	B-2	B-3	O-1	O-2	INST
Gas Station, §7.2	X			C	Y	Y			
Hardware Store	X		L	L	Y	Y			
Home Improvement Center	X				Y	Y			
Kennel, §7.6		Y				C			
Laundromat	X			Y	Y	Y			
Laundry and Dry Cleaning, Retail	X		Y	Y	Y	Y	Y	Y	
Laundry, Industrial	X				C	C			
Liquor Lounge	X		C	C	C	C			
Maintenance Service	X				C	C			
Medical Clinic				L	Y	Y	Y	Y	Y
Medical Support Service				L	Y	Y	Y	Y	Y
Personal Service			L	L	Y	Y			
Produce Market	X	Y	Y	Y	Y	Y			
Restaurant, Fast Food	X		L	L	Y	Y			
Restaurant, Standard			L	L	Y	Y			
Retail, General, Enclosed	X				Y	Y			
Retail, General, Unenclosed	X				C	Y			
Retail, Neighborhood			L	L	L	L			
Services, Neighborhood			L	L	L	L			
Service Station, §7.2	X			C	Y	Y			
Studio, Artist			Y	Y	Y	Y			
Veterinary Hospital, §7.6	X				C	C			
OTHER									
Airport						C			
Cemetery		C							C
Construction Service						C			
Country Club		C							
Heliport						C		C	C
Landfill						C			
Manufacturing, Light						C			
Mixed Use, General				L					
Mixed Use, Live-Work				L					
Parks, Gardens, Playgrounds	X	Y	Y	Y	Y	Y			Y
Recreation, Indoor					Y	Y			
Recreation, Outdoor					C	C			Y
Rehabilitation Facility						C			Y
Research Laboratory						C		C	
Salvage Yard						C		C	
Storage, Mini-warehouse, §7.5	X				C	C			
Storage, Outdoor						C			
Telecommunications Facilities, §7.9	X	C	C	C	C	C	C	C	C
Warehousing, Wholesale, Distribution	X				C	C			

Y – The use is permitted by right.  
L – Permitted to limits set by district regulations  
SE – Special Exception Use, requires approval by BZA (see §12.3). May also be subject to district limitations.  
C – Conditional Use, requires approval by the Council (see §13.3). May also be subject to district limitations.  
A use not listed may be requested for approval as a Conditional Use per §13.3.  
A use followed by a numeric cross-reference is subject to Use-Specific Regulations in Article 7.  
A blank cell indicates that the use is not permitted.

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS**

Clerk: DAVENPORT

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (the "Declaration") is made and entered into on this the \_\_\_ day of July, 2018, by Pennino Properties, LLC, a limited liability company (the "Owner" also referred to as the "Purchaser").

**RECITALS:**

**WHEREAS**, Owner is the owner of that certain tract of land described on Exhibit "A", attached hereto and incorporated herein by reference and hereinafter known as the "Property"; and

**WHEREAS**, on February 12, 2018, the City Council of Vestavia Hills, Alabama, a municipal corporation, approved and adopted Ordinance Number 2741 (A copy of which is marked as Exhibit "B" and is incorporated herein by reference); and

**WHEREAS**, Ordinance Number 2741 rezoned the Property from Vestavia Hills Inst (institutional district) to Vestavia Hills B-2 (business district) with restrictions; and

**WHEREAS**, as a condition to the rezoning of the Property from Vestavia Hills Inst to Vestavia Hills B-2, the City of Vestavia Hills, Alabama required that this Declaration be filed preventing the use of the Property for and Restricted Uses (defined below);

**WHEREAS**, Owner closed on the purchase of this property from Russell Polhemus, LLC, a limited liability company, on March 15, 2018;

**WHEREAS**, this Declaration is being filed and recorded in the office of the Judge of Probate of Jefferson County, Alabama by Owner to burden the Property with the covenants, conditions, and restrictions herein.

**NOW, THEREFORE**, Owner/Purchaser hereby declares for the benefit of the Property and in order to protect the values and desirability of and which shall run with the Property as a burden and as a benefit and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, the Owner/Purchaser hereby declares as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Party and Parties.** The term "Party" means Owner/Purchaser or any owner of the Property, their successors and assigns;

and "Parties" means all of the foregoing or any successor person(s) acquiring any interest of a Party in or to any portion of the Property.

## **ARTICLE II**

### **PROPERTY RESTRICTITONS**

**Section 2.1 Zoning.** The Property shall not be used for any purpose other than purposes which may be permitted by applicable zoning regulations, except for the uses set forth in Section 2.2 hereof.

**Section 2.2 Use Prohibition.** No portion of the Property may be used for any of the following purposes (collectively, the "Restricted Uses") without the prior written consent of the City of Vestavia Hills, Alabama:

- (a) hotels;
- (b) animal shelter/kennel/clinic;
- (c) private club;
- (d) daycare center;
- (e) place of assembly;
- (f) hospital;
- (g) nursing home;
- (h) public utility facility;
- (i) school (public);
- (j) automotive repair (major & minor)
- (k) automotive sales;
- (l) bank of financial services; car wash;
- (m) convenience store;
- (n) funeral home;
- (o) garden center/nursery;
- (p) gas station;
- (q) hardware store;
- (r) home improvement center;
- (s) laundromat;
- (t) laundry & dry cleaning establishments (retail & industrial);
- (u) liquor lounge;
- (v) maintenance service;
- (w) produce market;
- (x) restaurant (fast food, full service, and/or any establishment with an commercial kitchen and/or hood);
- (y) retail (general, enclosed & unenclosed);
- (z) retail (neighborhood);
- (aa) services (neighborhood);
- (bb) service station;
- (cc) veterinary hospital;
- (dd) storage (including mini-warehouses);
- (ee) telecommunications facilities; and,



- (ff) warehousing (wholesale & distribution).

### **ARTICLE III** **PERPETUITY OF DECLARATION**

**Section 3.1 Run With The Land.** Except as specifically set forth in this Declaration, the covenants, conditions, and restrictions contained herein shall be binding upon the Parties hereto and shall be deemed perpetual and construed to run with the land. The terms and provisions of this Declaration shall bind and run with the Property forever unless amended by mutual agreement by the City Council of the City of Vestavia Hills, Alabama and the then-owner of the subject Property evidenced by a duly executed ordinance and in accordance with Section 3.2 below.

**Section 3.2 Amendment.** The provisions of this Declaration may be amended by a written instrument which has been executed by the then-owners of the subject Property which has been approved by ordinance of the City Council of the City of Vestavia Hills, Alabama after written application for the approval of such amendment has been made by the owner of the subject Property and has been considered by the Planning and Zoning Commission of the City for its recommendation to the City Council, at public hearings about which notices have been given in the same manner as are required for hearings before said bodies on applications for rezonings of real properties within the City.

**Section 3.3 Term and Binding Effect.** The covenants, restrictions, and obligations created and imposed herein shall be effective upon the date hereof, shall run with the land and shall be binding upon the Parties, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, and the customers, employees and invitees of such Parties. Said covenants, restrictions and obligations shall be unaffected by any change of the ownership of the Property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

**Section 3.4 Enforcement and Attorney Fees.** The provisions of this Declaration may be enforced by the City. In the event of the filing of legal proceedings to enforce the provisions of this Declaration, the prevailing party shall be entitled to the recovery of its reasonable attorney's fees and costs of litigation from the non-prevailing party.

**Section 3.5 Sections Headings.** The section headings contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

**Section 3.6 Severability.** In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not effect the remainder hereof, and the


remaining provision shall continue in full force and effect at the same extent as would have been the case had just invalid or unenforceable provision or portion never been a part hereof.

**Section 3.7 Approval by Owner/Purchaser:** Pennino Properties, LLC, as "Owner/Purchaser" purchased the real estate and improvements described in Exhibits "A" and "B". The closing of the sale was completed March 15, 2018. Pennino Properties, LLC hereby consents and agrees to the execution and delivery of this Declaration and the filing of the same for record in the office of the Judge of Probate of Jefferson County, Alabama.

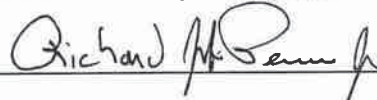
**IN WITNESS WHEREOF,** Owner has caused this Declaration to be executed on the day and year first set above written.

WITNESSES

  
Signature  
Print Name: Cody Kromer

  
Signature  
Print Name: John Easton

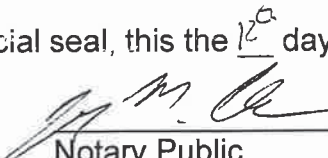
OWNER/PURCHASER  
PENNINO PROPERTIES, LLC  
a Limited Liability Company

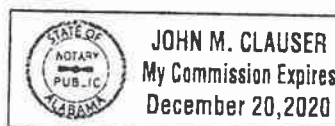
By   
Name Richard J.A. Pennino Jr  
Its President

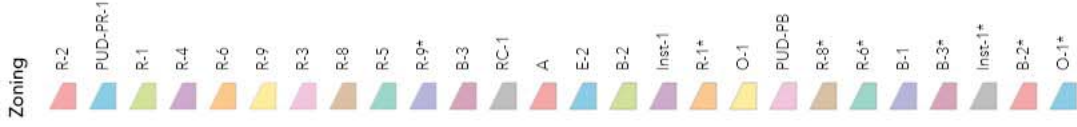
STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard Pennino, whose name as President of Pennino Properties, LLC, a limited liability company, is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of thereof, he as such officer and with full authority, executed the same voluntarily for and on behalf of said Pennino Properties, LLC.

Given under my hand and official seal, this the 12<sup>th</sup> day of July, 2018.

  
Notary Public  
Commission Expires: December 20, 2020





Zoning	
PARCELID	2900362002004000
DISTRICT	020
ESN_NUM	62
PROPADD	2301 COLUMBIANA RD
VH_ZONING	B-2*
ZNG_ORD	2741
ZNG_ORD_DT	01/22/2018
ZNG_ORD2	28F
ZNG_ORD_1	10/22/1956
ZNG_ORD3	
ZNG_ORD_2	
ZNG_ORD4	
ZNG_ORD_3	
Zoom to	

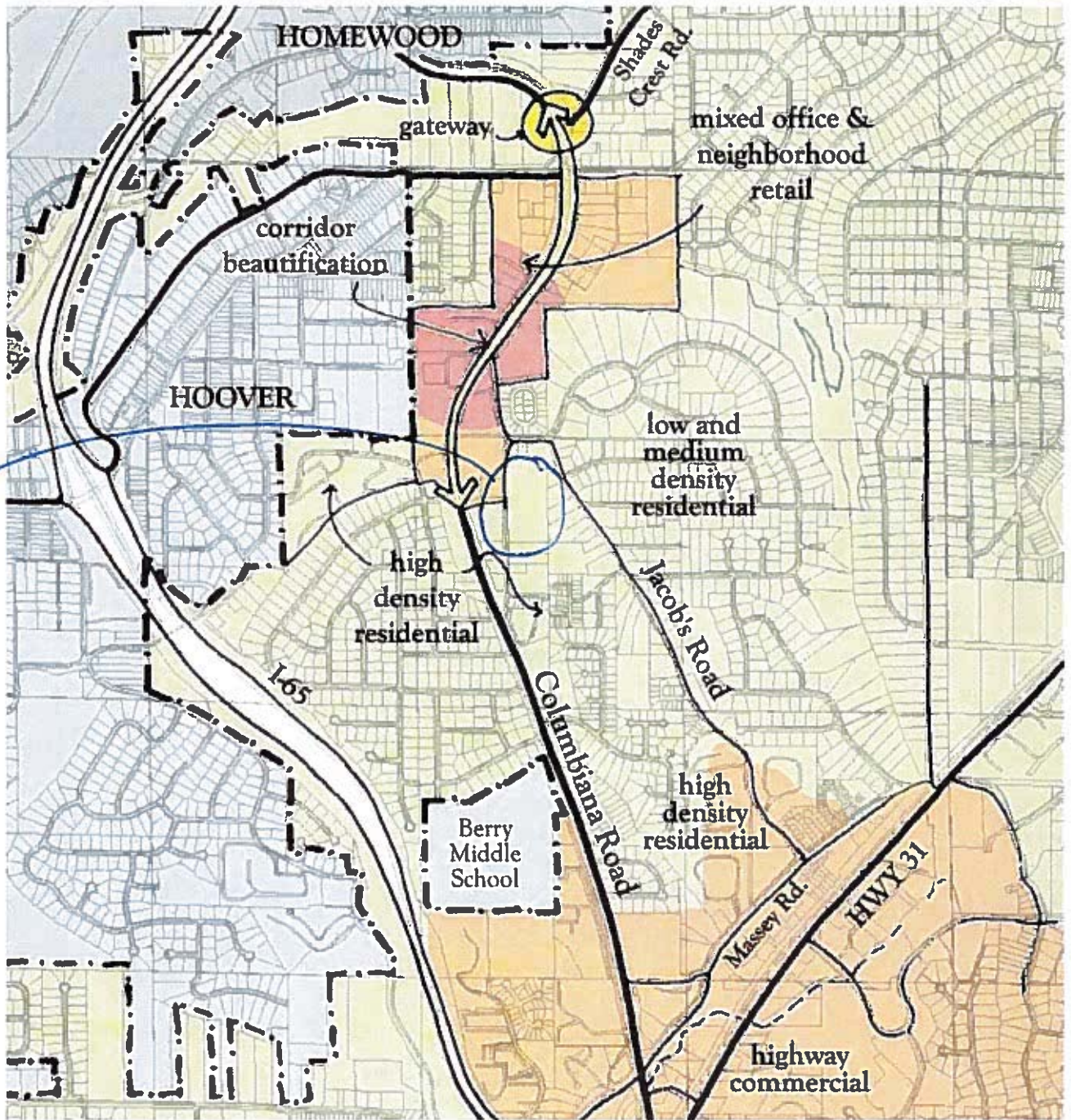


Figure 20: Columbiana Road  
Land Use Analysis

- Neighborhood** - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center** - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core** - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes** - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.

- Professional Offices** - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space** - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads** - Trailheads are public sites along a trail, where hike racks, seating, parking, and public amenities are provided for trail users.
- Schools** - School facilities administered by the Vestavia Hills School System.



**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: **OCTOBER 11, 2018**

- **CASE:** P-0818-34
- **REQUESTED ACTION:** 2<sup>nd</sup> Amendment To The Patchwork Farms PUD
- **ADDRESS/LOCATION:** Patchwork Farms, Healthy Way, Caldwell Mill Rd., Old Looney Mill Rd.
- **APPLICANT/OWNER:** City of Vestavia Hills
- **REPRESENTING AGENT:** Christopher Architects
- **GENERAL DISCUSSION:** The request is to amend the Patchwork Farms in two ways.

The first change is to remove the existing five single family lots along Old Looney Mill Rd. This will make the number of detached units in the PUD zero. The excised lots would then lose the PR-1 zoning and be rezoned to R-1. This change is required due a resolution of a legal action between home owners and City/developers.

The second change will increase the maximum density of attached residential units located in the PB district from 270 to 305 with the 30 units to be located on Lots 5A and 5C. Developer Chris Reebels is proposing 30 condo units on three floors above first floor retail (four total stories) with an attached parking garage on lot 5C. The retail/condos/parking would join a hotel on Lot 5A through a raised, covered pedestrian bridge. Attached units are already a permitted use in a PB district so the motion and vote will only be to increase density. The hotel is already a permitted use in a PB district and may be used for discussion/context purposes but does not require a vote by the Commission. Attached units are also

City Council started this process with Resolution 5090 September 10, 2018. That documents, as well as, renderings of the hotel and condo units are attached.

- **PATCHWORK FARMS PUD:** This request is consistent with the PUD for business.
- **STAFF REVIEW AND RECOMMENDATION:**

1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** No recommendation

2. **City Engineer Review:** No problems noted.
3. **City Fire Marshal Review:** No problems noted
4. **Building Safety Review:** No problems noted

**RESOLUTION NUMBER 5090**

**A RESOLUTION TO INITIATE THE SECOND AMENDMENT TO  
THE PATCHWORK PUD**

**WITNESSETH THESE RECITALS**

**WHEREAS**, on February 23, 2009, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2253 to rezone the property formerly known as Patchwork Farms consisting of 87 +/- acres from various zoning classifications to Planned Unit Development pursuant to a PUD plan submitted by the City of Vestavia Hills and the City of Vestavia Hills Board of Education as owners; and

**WHEREAS**, on September 22, 2014, the City Council adopted and approved Ordinance Number 2532 to adopt the First Amendment to the Patchwork Farm Planned Unit Development in order to change the classifications of 22 +/- acres owned by the Board of Education and to increase the maximum attached residency to be located within any PB district from 100 units to 270 units; and

**WHEREAS**, applications have been filed by various property owners which warrants a Second Amendment to the Patchwork Farms Planned Unit Development including, but not limited to the following;

- Reducing the PUD detached single-family density from 5 units to zero, rezoning the existing five (5) single-family units from Vestavia Hills PR-1 to Vestavia Hills R-1 and withdrawing said units from the Patchwork Farms Planned Unit Development; and
- Increasing the maximum density of attached residential units located within the PB districts from 270 to 305 with the additional 30 units to be located on Lot 5A and/or Lot 5C, according to the Survey of the Patchwork Farms Resurvey of Lot 5, recorded in MB 241, MP 37 in the Office of the Judge of Probate, Jefferson County, Alabama, and

**WHEREAS**, the Mayor and City Council agree it would be in the best public interest to initiate the Second Amendment to the Patchwork Farms Planned Unit Development (“the Amendment”), a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5090 as though written fully therein; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

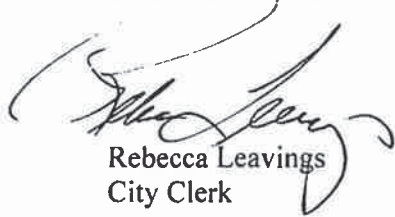
1. That the City Clerk initiate the process for the Amendment pursuant to the Vestavia Hills Zoning Code.

**APPROVED and ADOPTED** this the 10<sup>th</sup> day of September, 2018.



Rusty Weaver  
Mayor Pro-Tem

ATTESTED BY:



Rebecca Leavings  
City Clerk



**SECOND AMENDMENT TO PATCHWORK FARM PLANNED UNIT  
DEVELOPMENT ZONING APPLICATION AND DEVELOPMENT PLAN**

THIS SECOND AMENDMENT TO PATCHWORK FARM PLANNED UNIT DEVELOPMENT ZONING APPLICATION AND DEVELOPMENT PLAN (this "Amendment") is dated as of the 6<sup>th</sup> day of September, 2018 and is submitted by CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation ("Developer"), DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company ("Daniel/Rime"), PATCHWORK FARM COMMERCIAL ASSOCIATION, INC., an Alabama nonprofit corporation (the "Association"), CHRISTOPHER, LLC, an Alabama limited liability company ("Christopher"), CLARENCE CHAPIN, an unmarried man ("Chapin"), and those certain owners (collectively, the "Thuss Farms Property Owners") whose signatures are attached to this Amendment.

**R E C I T A L S:**

Developer has heretofore submitted certain real properties situated in the City of Vestavia Hills, Jefferson County, Alabama to the terms and provisions of the Patchwork Farm Planned Unit Development Zoning Application and Development Plan dated December 3, 2008, as revised on February 26, 2009 and approved by the City of Vestavia Hills, Alabama (the "City") as Ordinance No. 2253, as amended by First Amendment thereto dated July 10, 2014 and approved by the City as Ordinance No. 2532 (collectively, the "PUD Plan"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the PUD Plan.*

Daniel/Rime is the owner of that certain real property ("Lot 3") which is more particularly described in Exhibit A-1 attached hereto and incorporated herein by reference. Lot 3 is subject to the terms and provisions of the PUD Plan.

The Thuss Farms Property Owners are the owners of that certain real property (collectively, the "Thuss Farms Property") described in Exhibit A-2 attached hereto and incorporated herein by reference. The Thuss Farms Property is currently subject to the PUD Plan.

Chapin is the owner of that certain real property (the "Chapin Property") which is more particularly described in Exhibit A-3 attached hereto and incorporated herein by reference. The Chapin Property is not subject to the PUD Plan.

The Thuss Farms Property and the Chapin Property are adjacent to and abut Lot 3.

The Thuss Farms Property Owners desire to have their respective properties removed from the terms and provisions of the PUD Plan and contemporaneously herewith, have filed with the City a rezoning request to rezone the Thuss Farms Property under the "R-1" zoning classification of the Zoning Ordinance.

Christopher is the owner of that certain real property (the "Christopher Property") which is more particularly described in Exhibit A-4 attached hereto and incorporated herein by reference. The Christopher Property is subject to the PUD Plan and is zoned Planned Business (PB) under the PUD Plan.

The parties hereto desire to amend the PUD Plan in order to (a) remove the Thuss Farms Property from the terms and provisions of the PUD Plan, (b) establish specific rear setback requirements and landscaping buffer requirements which are applicable to Lot 3 and (c) add, for the sole benefit of the Christopher Property, the right to add thirty (30) attached, for-sale condominium units to the PUD Plan to be developed as part of a boutique hotel and mixed use development within the Christopher Property.

The Association is the property owners' association created for all of the Property (other than the Thuss Farms Property) subject to the PUD Plan and has agreed to enter into this Amendment to confirm its obligations to maintain that certain real property ("Lot 3C") which is more particularly described in Exhibit A-5 attached hereto and incorporated herein by reference as part of the Nature Park Parcel.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PUD Plan is amended as follows:

1. Exhibit B-1. Exhibit B-1 to the PUD Plan is deleted in its entirety and Exhibit B-1-1 attached to this Amendment is substituted in lieu thereof.

2. Removal of Thuss Farms Property from PUD Plan. All of the Thuss Farms Property is hereby removed from, and shall no longer be subject to, any of the terms and provisions of the PUD Plan. Contemporaneously herewith, the Thuss Farms Property Owners have filed with the City a rezoning request to rezone all of the Thuss Farms Property to an "R-1" zoning classification under the Zoning Ordinance.

3. Setback/Yards Applicable to Lot 3. Paragraph 2 of Exhibit E-1 of the PUD Plan is amended as follows:

"Notwithstanding anything provided to the contrary in the PUD Plan, the Zoning Ordinance, or any other documents, instruments or agreements, including, without limitation, any subdivisions plats applicable to Lot 3 (collectively, the "Governmental Filings"), with respect to Lot 3 only, there is no minimum setback requirement for any portions of Lot 3 which abut and are directly adjacent to any portions of the Thuss Farms Property and the Chapin Property, subject to the following:

(a) All existing improvements situated on Lot 3, including, specifically, all garages, walkways, and pavement (collectively, the "Existing Improvements"), which are currently situated within 35 feet of the common boundary of Lot 3 and the Thuss Farms Property and/or the Chapin Property, are hereby approved and the same may, from time to time and at any time, be torn-down, restored and otherwise re-built in the same locations as the same currently exist.

(b) Except for the Existing Improvements ( as the same may be torn down, restored or rebuilt as provided above), no additional buildings or other structures shall be constructed, erected, operated or maintained within 35 feet of

the common boundary of Lot 3 and the Thuss Farm Property and/or the Chapin Property.

(c) The parties hereto acknowledge and agree that the improvements, including the Existing Improvements, constructed on Lot 3 are hereby approved and are in compliance with all of the terms and provisions of the Zoning Ordinance and the PUD Plan, as amended by this Amendment.”

4. Greenbelt Requirements. Paragraph 8 of Exhibit E-1 of the PUD Plan is amended by adding the following thereto:

“Subject to the remaining terms of this Paragraph 8, the existing 17.5 foot wide landscaping buffer along the rear of Lot 3 adjacent to and abutting the Thuss Farms Property and the Chapin Property is hereby approved and the parties hereto confirm that the same satisfies all of the terms and provisions of Paragraph 8 of Exhibit E-1 of the PUD Plan and the Zoning Ordinance. Notwithstanding anything provided herein to the contrary, Daniel/Rime has agreed to construct and install certain additional landscaping behind the Compere Property, as defined in Exhibit A-2 hereto, and the Chapin Property pursuant to the terms and provisions of a separate agreement between said parties.”

5. PUD Exhibit G-1. PUD Exhibit G-1 attached to the PUD Plan is deleted in its entirety.

6. Affirmation of Setback and Landscaping Requirements. The parties hereto do hereby acknowledge, affirm and agree that, notwithstanding anything provided to the contrary in any of the Governmental Filings with respect to Lot 3, the setback requirements and the greenbelt requirements specified in this Amendment shall supersede anything provided to the contrary in any of the Governmental Filings and shall be binding upon all of the parties hereto, including their respective heirs, personal representatives, successors and assigns.

7. Confirmation of Maintenance Obligation. The Association does hereby confirm that Lot 3C is part of the Nature Park Parcel and does further agree to maintain said Lot 3C in good condition and repair in substantially the same manner as it maintains the remainder of the Nature Park Parcel.

8. Uses Allowed in Planned Business Districts. Paragraph 1(b) of Exhibit E-1 of the PUD Plan is amended as follows:

(a) The first sentence of Paragraph 1(b) of Exhibit E-1 of the PUD Plan is amended by adding the phrase “Subject to the provisions of Paragraph 1(d) below,”.

(b) The second “Paragraph 1(b)” of Exhibit E-1 of the PUD Plan is hereby renumbered as “Paragraph 1(c)”.

(c) The following is added as Paragraph 1(d) of Exhibit E-1 of the PUD Plan:

“(d) Notwithstanding anything provided to the contrary in Paragraph 1(a) above, the Christopher Property may be developed with up to thirty (30) attached, for-sale condominium units which must be developed and constitute a part of a boutique hotel and the mixed-use development planned for the Christopher Property.”

9. Full Force and Effect. Except as expressly modified and amended herein, all of the terms and provisions of the PUD Plan shall remain in full force and effect and are hereby ratified, confirmed and approved.

*[The remainder of this page has been intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

DEVELOPER:

CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation

By: Ashley C. Curry  
Printed Name: Ashley C. Curry  
Title: Mayor

By: Jeffrey Downes  
Printed Name: Jeffrey Downes  
Title: City Manager

DANIEL/RIME:

DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company

By: RIME, INC., an Alabama corporation, Its Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSOCIATION:

PATCHWORK FARM COMMERCIAL ASSOCIATION, INC., an Alabama nonprofit corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

DEVELOPER:

CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation


By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DANIEL/RIME:

DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company

By: RIME, INC., an Alabama corporation, Its Manager

By:   
Printed Name: LAWRENCE S. NICKLES  
Title: SECT. TREAS.

ASSOCIATION:

PATCHWORK FARM COMMERCIAL ASSOCIATION, INC., an Alabama nonprofit corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**DEVELOPER:**

**CITY OF VESTAVIA HILLS, ALABAMA, an  
Alabama municipal corporation**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DANIEL/RIME:**

**DANIEL/RIME PATCHWORK FARMS, LLC, a  
Delaware limited liability company**

By: RIME, INC., an Alabama corporation, Its  
Manager

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSOCIATION:**

**PATCHWORK FARM COMMERCIAL  
ASSOCIATION, INC., an Alabama nonprofit  
corporation**



By: \_\_\_\_\_  
Printed Name: Chris Reebals  
Title: Association President

**CHRISTOPHER:**

**CHRISTOPHER, LLC, an Alabama limited liability company**



By: \_\_\_\_\_  
Printed Name: Chris Reebals  
Title: Managing Member for Christopher, LLC

**CHAPIN:**

\_\_\_\_\_  
Clarence Chapin



CRUCIAL

CHRISTOPHER, M.D. in Atlanta, Georgia  
Medical Research

By \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

CRATES

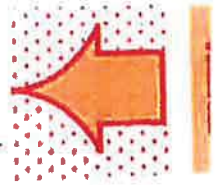
*James G. Chapin*

1012

THUSS FARMS PROPERTY OWNERS:



Jeff Maze



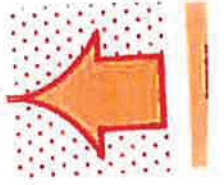
Christina Maze

*S. Collins Compere*

Collins Compere

*Jennifer Compere*

Jennifer Compere



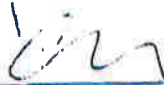
*[Handwritten signature]*

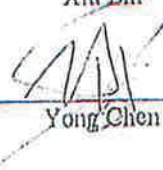
LEIB LARSON

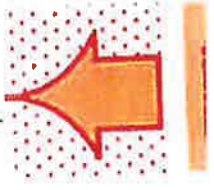
*[Handwritten signature]*

LEIB LARSON



  
Xiu Lin

  
Yong Chen





Tyler Joseph Auton




Eliza Grawell Auton

CONSENT OF SCHOOL BOARD //

The undersigned, Vestavia Hills Board of Education, joins in the execution of this Amendment and does hereby approve the foregoing Amendment.

VESTAVIA HILLS BOARD OF EDUCATION

By:   
Printed Name: Dr. Michael Todd Freeman  
Title: Superintendent

**Exhibit A-1**

**Legal Description of Lot 3**

**Lot 3B, according to the Resurvey of Patchwork Farms Lot 3 Resurvey Final Plat, as recorded in Map Book 239, Page 90 in the Probate Office of Jefferson County, Alabama, Birmingham Division.**



**Exhibit A-2**

**Legal Description of Thuss Farms Property**

**Maze:**

Lot 5A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

**Comperc:**

Lot 1A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

**Donohoo:**

Lot 3A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

**Chen:**

Lot 4A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

**Auton:**

Lot 2A, according to the Survey of Thuss Farms Resurvey #1, as recorded in Map Book 236, Page 85, in the Probate Office of Jefferson County, Alabama.

**Exhibit A-3**

**Legal Description of Chapin Property**

**Lot 6, according to the survey of Old Looney Mill Estates, as recorded in Map Book 117, page 17, in the Probate Office of Jefferson County, Alabama.**

**Exhibit A-4**

**Legal Description of Christopher Property**

**Lots 5A and 5C, according to the Survey of the Patchwork Farms Resurvey of Lot 5 Final Plat, as recorded in Map Book 241, Page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.**

**Exhibit A-5**

**Legal Description of Lot 3C**

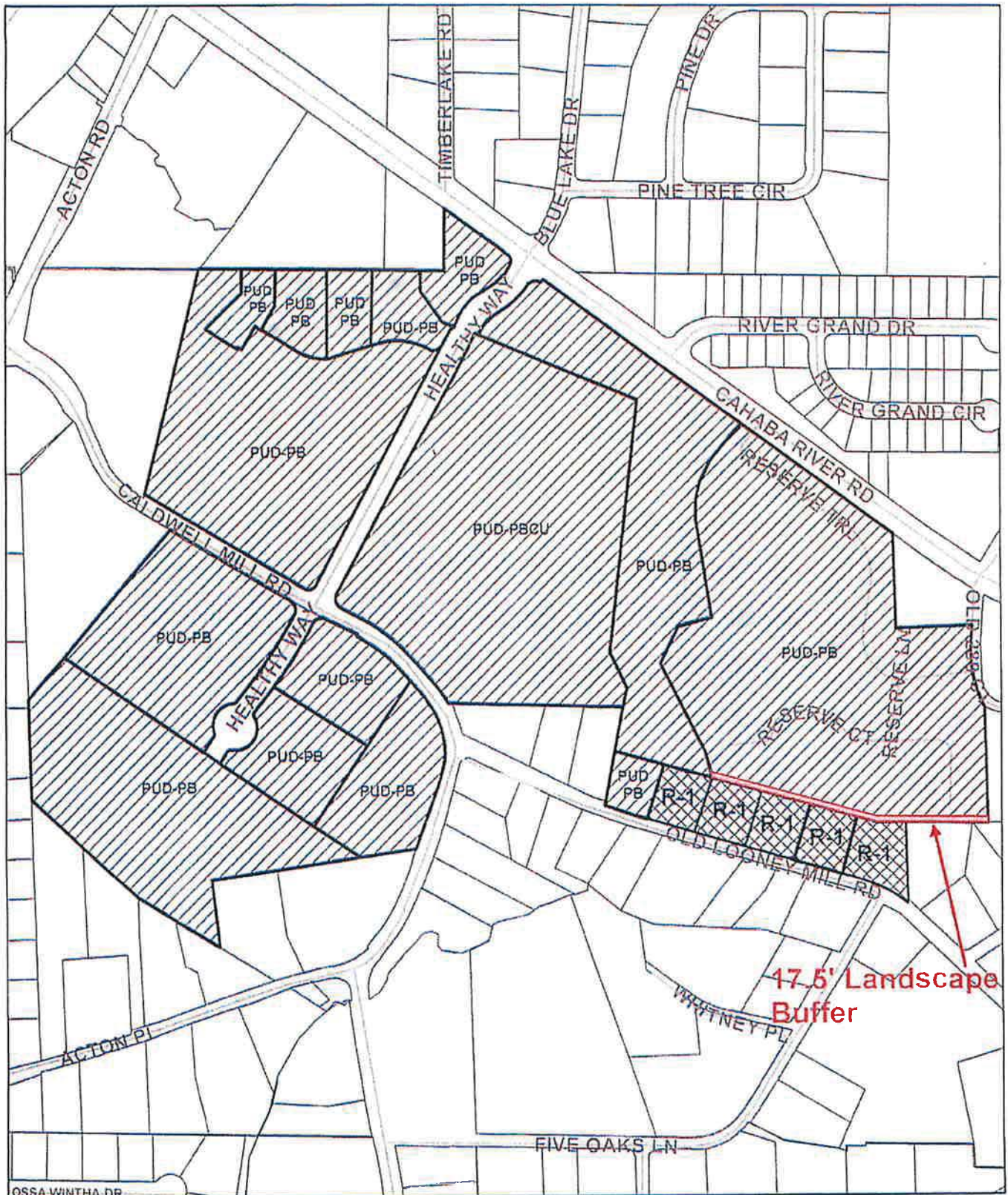
Lot 3C, according to the Resurvey of Patchwork Farms Lot 3 Resurvey Final Plat, as recorded in Map Book 239, Page 90 in the Probate Office of Jefferson County, Alabama, Birmingham Division.

**Exhibit B-1-1**

**Zoning Plan**

**See Attached.**

# Exhibit B-1-1 2nd Amendment to Patchwork Farms PUD



17.5' Landscaping Buffer
  PUD
  To Be Removed From PUD

City of Vestalva Hills  
 Department of GIS  
 September 4, 2018



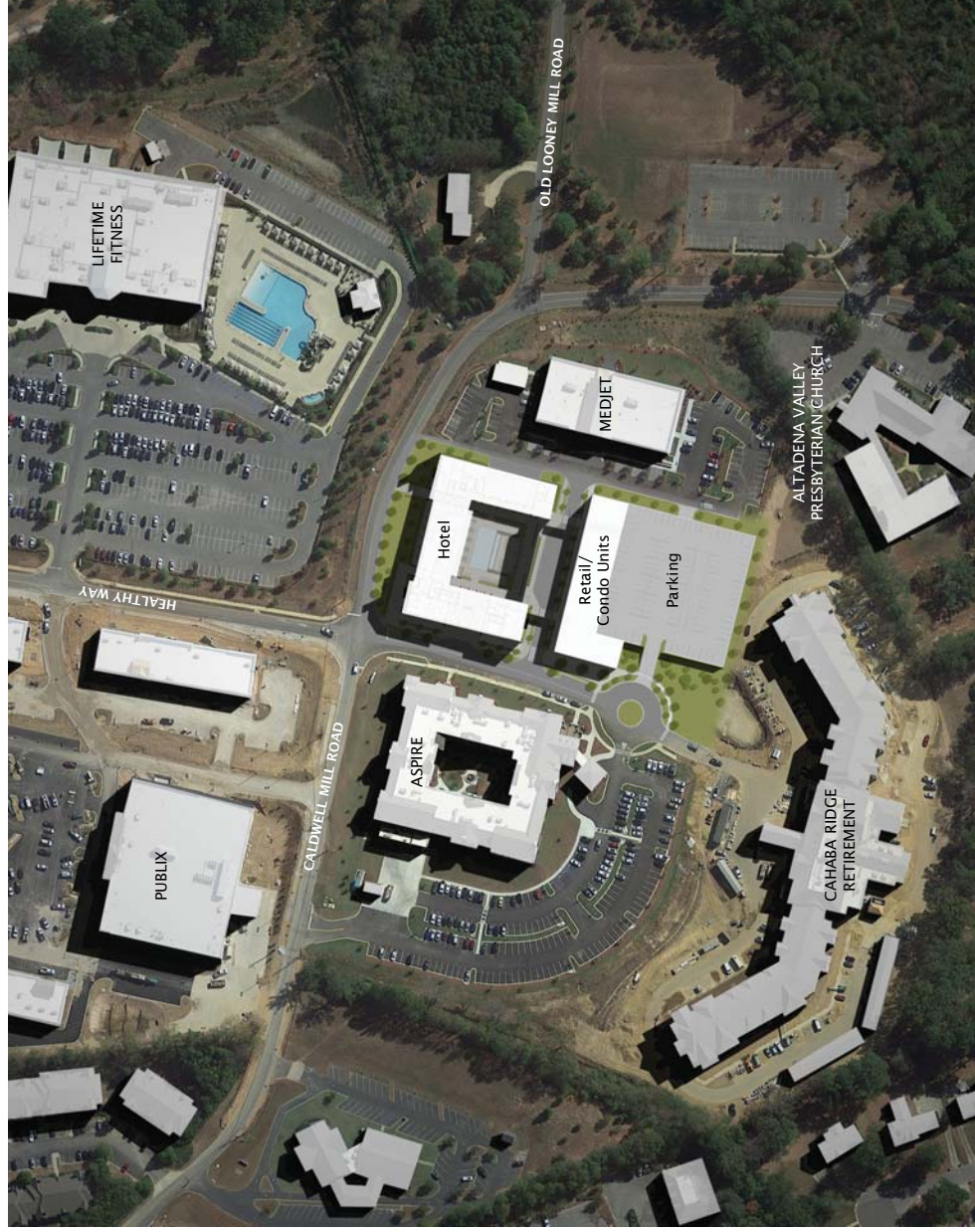


**Patchwork Hotel** | **SITE STUDY**





**Patchwork Hotel** | *SITE STUDY*



**Patchwork Hotel** | Ground Floor Site



**Patchwork Hotel** | Aerial View Looking South



**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: OCTOBER 11, 2018

- **CASE: P-1018-35**
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-4 to Vestavia Hills O-1
- **ADDRESS/LOCATION:** 3070 Green Valley Rd.
- **APPLICANT/OWNER:** Horton Realty, Inc
- **GENERAL DISCUSSION:** Property was part of the Cahaba Heights annexation in 2003. At that time compatible rezoning's were done by hand. At that time, a transcription error was made giving the property an R-4 zoning, instead of the appropriate O-1 zoning. This application is to correct that mistake and the City has waived all fees. There is currently an office building on site and has maintained office uses since annexation.
- **CHABA HEIGHTS COMMUNITY PLAN:** This request is consistent with the plan for limited mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
  3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

P1018-35//2800153015001.000  
3070 Green Valley Rd.  
Rezone to O-1  
Horton Realty, Inc. R4

P&Z Application  
Page 4

## CITY OF VESTAVIA HILLS

### APPLICATION

### PLANNING AND ZONING COMMISSION

#### I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days** prior to the scheduled meeting at which it shall be considered. All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which it shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. *\*\*No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

#### II. APPLICANT INFORMATION: (owner of property)

NAME: Horton Realty Inc

ADDRESS: 3070 Green Valley Rd  
Vestavia Hills, AL 35243

MAILING ADDRESS *(if different from above)* \_\_\_\_\_

PHONE NUMBER: Home 205.871.7100 Office \_\_\_\_\_

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: \_\_\_\_\_  
Matt Rowan & Sonny Culp (Graham & Company) - Real Estate Agents

2018 AUG 30 P 2:33

**III. ACTION REQUESTED**

Request that the above described property be zoned/rezoned

OK

From: R-4

To: O-1 (Office Park District)

For the intended purpose of: Medical Support Service or other conforming use

--this is a zoning correction from an error when the property was annexed  
(Example: From "VH R-1" to "VH O-1" for office building)  
\*\*if additional information is needed, please attached full description of request\*\*

**IV. PROPERTY DESCRIPTION: (address, legal, etc.)**

3070 Green Valley Rd (Parcel ID: 28-00-15-3-015-001.000)

Vestavia Hills, AL 35243

Property size: 145 feet X 306 (irr) feet. Acres: ±1.07

**V. INFORMATION ATTACHED:**

Attached Checklist complete with all required information.

N/A - error correction\_ Application fees submitted.

VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

[Signature] 08/28/2018  
Owner Signature/Date

[Signature] 08/29/2018  
Representing Agent (if any)/date

Given under my hand and seal  
this 28<sup>th</sup> day of August, 20 18.

[Signature]  
Notary Public  
My commission expires 21<sup>st</sup>  
day of September, 20 21.





TAMMY D. COHEN, AIA  
 ARCHITECT  
 2210 SECOND AVENUE NORTH  
 BIRMINGHAM, AL 35203  
 205/324-8864

HORTON CONTROLS INC.  
 ASBURY ROAD & GREEN VALLEY ROAD  
 CAHABA HEIGHTS, ALABAMA

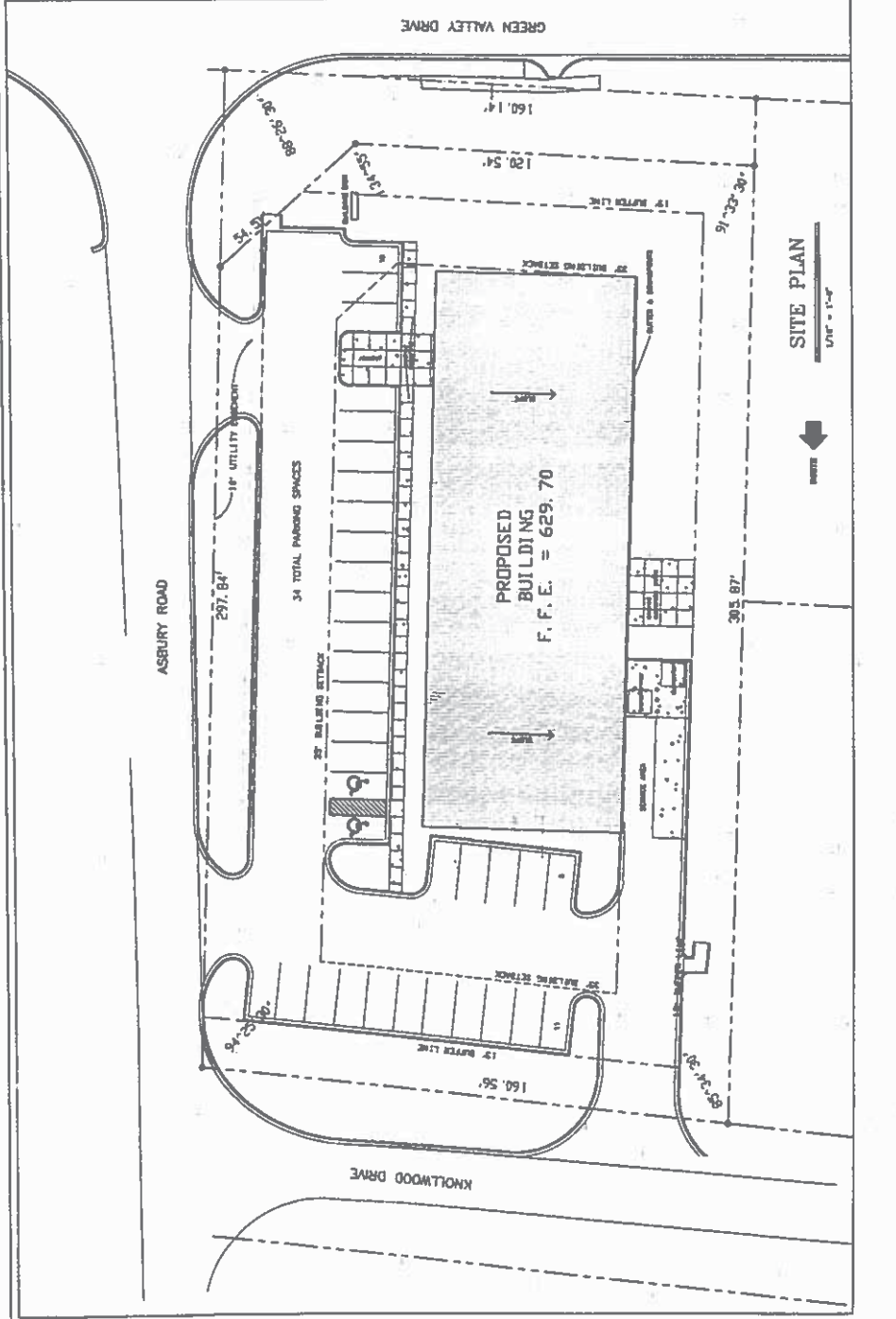
9/19/97

8/25/97

A0

DRAWING INDEX	
SHEET NO.	SHEET DESCRIPTION
01-01	OVERALL
02-01	MECHANICAL
03-01	ELECTRICAL
04-01	PLUMBING
05-01	FOUNDATION
06-01	EXTERIOR FINISHES
07-01	INTERIOR FINISHES
08-01	MECHANICAL
09-01	ELECTRICAL
10-01	PLUMBING
11-01	FOUNDATION
12-01	EXTERIOR FINISHES
13-01	INTERIOR FINISHES
14-01	MECHANICAL
15-01	ELECTRICAL
16-01	PLUMBING
17-01	FOUNDATION
18-01	EXTERIOR FINISHES
19-01	INTERIOR FINISHES
20-01	MECHANICAL
21-01	ELECTRICAL
22-01	PLUMBING
23-01	FOUNDATION
24-01	EXTERIOR FINISHES
25-01	INTERIOR FINISHES
26-01	MECHANICAL
27-01	ELECTRICAL
28-01	PLUMBING
29-01	FOUNDATION
30-01	EXTERIOR FINISHES
31-01	INTERIOR FINISHES
32-01	MECHANICAL
33-01	ELECTRICAL
34-01	PLUMBING
35-01	FOUNDATION
36-01	EXTERIOR FINISHES
37-01	INTERIOR FINISHES
38-01	MECHANICAL
39-01	ELECTRICAL
40-01	PLUMBING
41-01	FOUNDATION
42-01	EXTERIOR FINISHES
43-01	INTERIOR FINISHES
44-01	MECHANICAL
45-01	ELECTRICAL
46-01	PLUMBING
47-01	FOUNDATION
48-01	EXTERIOR FINISHES
49-01	INTERIOR FINISHES
50-01	MECHANICAL
51-01	ELECTRICAL
52-01	PLUMBING
53-01	FOUNDATION
54-01	EXTERIOR FINISHES
55-01	INTERIOR FINISHES
56-01	MECHANICAL
57-01	ELECTRICAL
58-01	PLUMBING
59-01	FOUNDATION
60-01	EXTERIOR FINISHES
61-01	INTERIOR FINISHES
62-01	MECHANICAL
63-01	ELECTRICAL
64-01	PLUMBING
65-01	FOUNDATION
66-01	EXTERIOR FINISHES
67-01	INTERIOR FINISHES
68-01	MECHANICAL
69-01	ELECTRICAL
70-01	PLUMBING
71-01	FOUNDATION
72-01	EXTERIOR FINISHES
73-01	INTERIOR FINISHES
74-01	MECHANICAL
75-01	ELECTRICAL
76-01	PLUMBING
77-01	FOUNDATION
78-01	EXTERIOR FINISHES
79-01	INTERIOR FINISHES
80-01	MECHANICAL
81-01	ELECTRICAL
82-01	PLUMBING
83-01	FOUNDATION
84-01	EXTERIOR FINISHES
85-01	INTERIOR FINISHES
86-01	MECHANICAL
87-01	ELECTRICAL
88-01	PLUMBING
89-01	FOUNDATION
90-01	EXTERIOR FINISHES
91-01	INTERIOR FINISHES
92-01	MECHANICAL
93-01	ELECTRICAL
94-01	PLUMBING
95-01	FOUNDATION
96-01	EXTERIOR FINISHES
97-01	INTERIOR FINISHES
98-01	MECHANICAL
99-01	ELECTRICAL
100-01	PLUMBING

1984 STANDARD BUILDING CODE  
 OCCUPANCY:  
 GROUP B - BUSINESS  
 GROUP S2 - LOW HAZARD STORAGE  
 OCCUPANCY SEPARATION - 2 HOURS  
 CONSTRUCTION TYPE:  
 TYPE V UNPROTECTED UNSPRINKLED  
 ALLOWABLE HEIGHTS & BUILDING AREAS  
 3 STORIES  
 14,000 SQUARE FEET PER FLOOR  
 PROPOSED SQUARE FOOTAGE  
 4,265 SQUARE FEET BUSINESS  
 3,095 SQUARE FEET STORAGE  
 8,360 SQUARE FEET TOTAL



ELECTRICAL:  
 MARATHON ELECTRICAL  
 614 38TH STREET SOUTH  
 BIRMINGHAM, AL 35222  
 205/323-8500

PLUMBING:  
 BONHAM & BUCKNER PLUMBING CO.  
 3854 VANN ROAD  
 BIRMINGHAM, AL  
 205/655-3222

ARCHITECT & INTERIOR DESIGN:  
 TAMMY D. COHEN, AIA  
 2210 SECOND AVENUE NORTH  
 BIRMINGHAM, AL 35203  
 205/324-8864  
 205/324-8496 FAX

GEOTECHNICAL ENGINEER:  
 BHAITE ENGINEERING  
 5217 5th AVENUE SOUTH  
 BIRMINGHAM, AL 35212  
 205/591-7062  
 205/591-7184 FAX

OWNER:  
 HORTON CONTROLS, INC.  
 4128 CROSSHAVEN DRIVE  
 BIRMINGHAM, AL 35243  
 205/970-0080  
 205/969-0905 FAX

MECHANICAL:  
 STRONG AIR CONDITIONING CO.  
 228 COMMERCE PARKWAY  
 BIRMINGHAM, AL 35124  
 205/987-0500  
 205/987-5888 FAX

STRUCTURAL ENGINEER:  
 STRUCTURAL DESIGN GROUP  
 3629 CUMBERLAND TRACE  
 BIRMINGHAM, AL 35242  
 205/980-6452  
 205/980-6453 FAX

CIVIL ENGINEER:  
 GONZALEZ-WEBB ENGINEERING  
 2100 RIVERCHASE CENTER, SUITE 230  
 BIRMINGHAM, AL 35244  
 205/985-7579  
 205/985-7513 FAX

CONTRACTOR:  
 BRADFORD BUILDING CO.  
 P.O. BOX 131412  
 BIRMINGHAM, AL 35213  
 205/956-4939  
 205/956-4984 FAX

SITE PLAN  
 DATE: 1-97  
 NORTH

# JEFFERSON COUNTY COMMISSION

Tony Petelos – Chief Executive Officer



JAMES A. "JIMMIE" STEPHENS – PRESIDENT  
SANDRA LITTLE-BROWN – PRESIDENT PRO-TEMPORE  
GEORGE F. BOWMAN  
DAVID CARRINGTON  
T. JOE KNIGHT

DEPARTMENT OF DEVELOPMENT SERVICES  
Zhaleh M. McCullers – Interim Director  
Room B-200 - Courthouse  
716 Richard Arrington, Jr. Boulevard North  
Birmingham, Alabama 35203-0005  
Telephone: 205-325-5638 Fax: 205-325-5224

August 20, 2018

RE: LETTER OF CERTIFICATION OF ZONING  
PARCEL I.D.#: 28-15-3-015-001.000  
LOTS/SUBDIVISION: LOTS 1-4, MEADOWLAWN ESTATES 1<sup>ST</sup> ADDITION  
AS RECORDED IN MAP BOOK 47, PAGE 5, OFFICE OF THE  
JEFFERSON COUNTY JUDGE OF PROBATE (BIRMINGHAM  
DIVISION)  
IN: SECTION 15 TOWNSHIP 18 RANGE 2 WEST  
PROPERTY SITE ADDRESS: 3070 GREEN VALLEY ROAD  
VESTAVIA HILLS, AL 35243

This is to certify that the above referenced property is located within corporate limits of Vestavia Hills; however, prior to annexation and thus unincorporated and within Jefferson County's zoning jurisdiction, the property was rezoned from R-6 (Residential) to C-P (Preferred Commercial) in rezoning case Z-1987-200. While in the County's zoning jurisdiction, the property was not located within a zoning overlay district or planned unit development.

Our office was able to locate record of one (1) variance for the property (variance case A-1988-012), which waived green belt requirements along the rear (west) property line, but stipulated that a six-foot privacy fence be erected and maintained along the west property line.

Excerpts from the official minutes of the Jefferson County Commission regarding case Z-1987-200, the decision letter of the County Board of Zoning Adjustment regarding variance case A-1988-012, and Section 801 of the County Zoning Resolution that would have been in effect at the time of annexation are attached to this letter.

Sincerely,

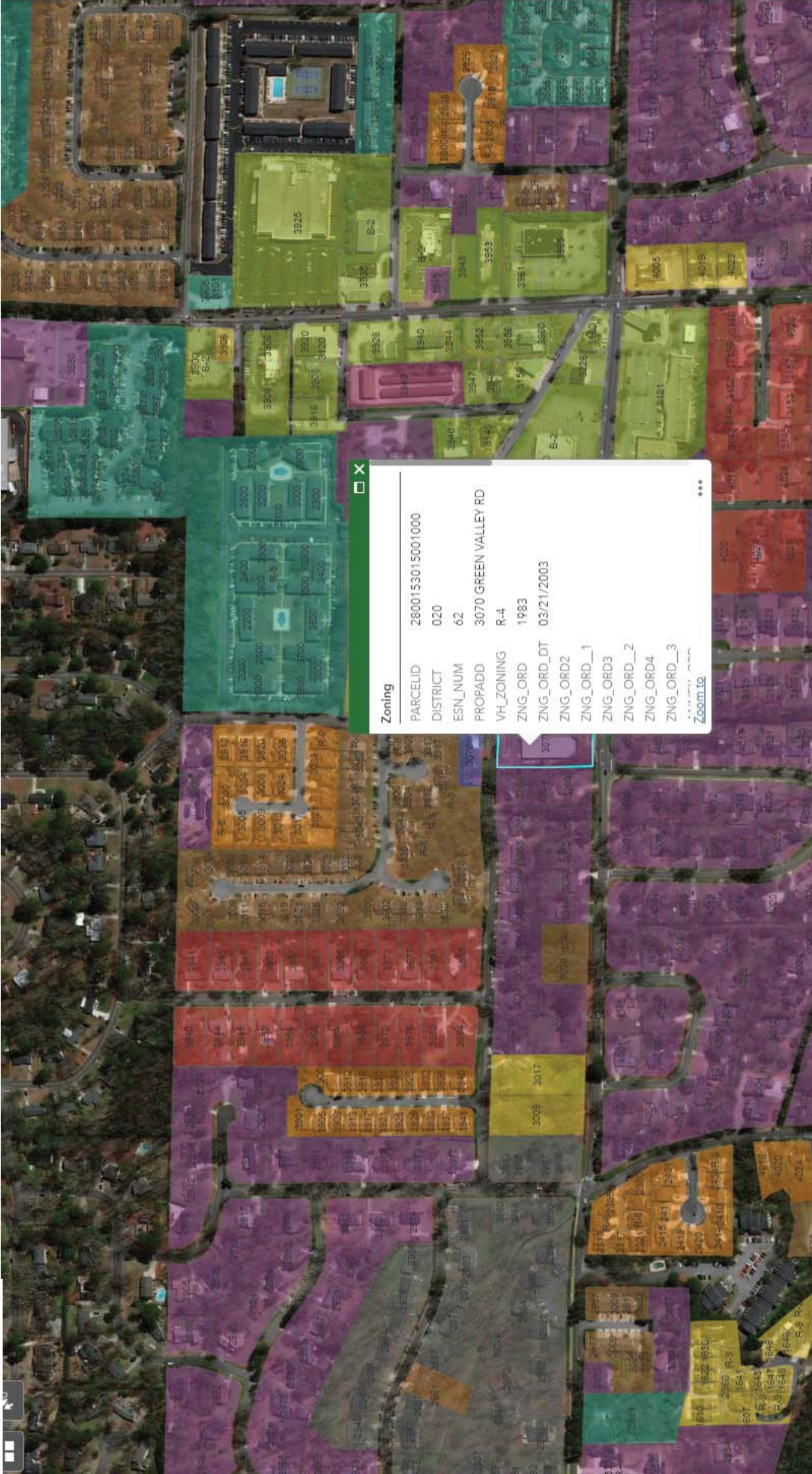
Michael R. Morrison, Planner/Acting Zoning Administrator  
Department of Development Services

Attachments







Zoning

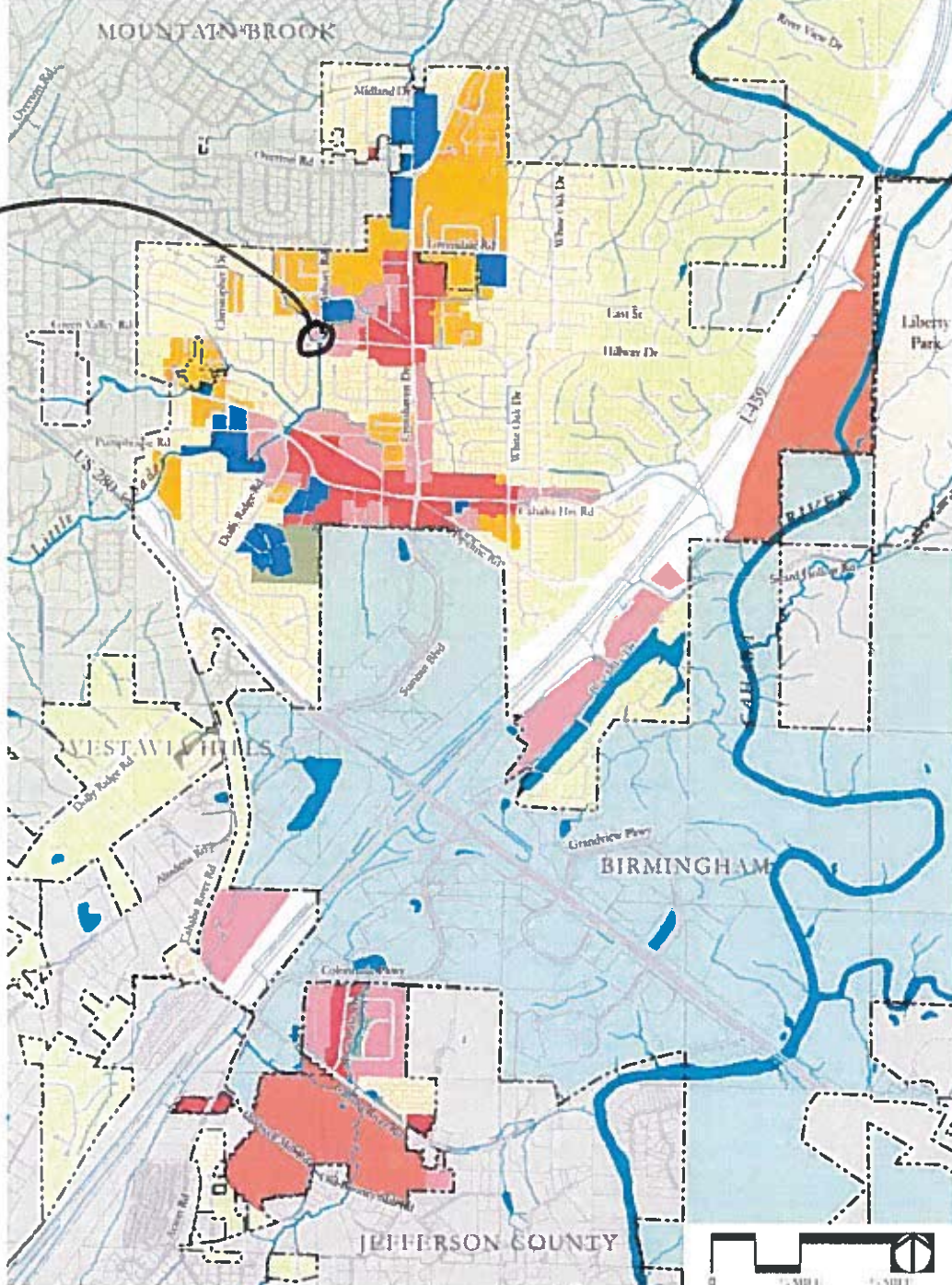
- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9\*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1\*
- O-1
- PUD-PB
- R-8\*
- R-6\*
- B-1
- B-3\*
- Inst-1\*
- B-2\*
- O-1\*



Zoning	
PARCELID	2800153015001000
DISTRICT	020
ESN_NUM	62
PROPADD	3070 GREEN VALLEY RD
VH_ZONING	R-4
ZNG_ORD	1983
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	
ZNG_ORD_1	
ZNG_ORD3	
ZNG_ORD_2	
ZNG_ORD4	
ZNG_ORD_3	
Zoom to	

### Future Land Use

- |  |   |  |
|--|---|--|
|  Low Density Residential    |  Retail Mixed Use  |  Institutional        |
|  Medium Density Residential |  Limited Mixed Use |  Parks and Open Space |
|  High Density Residential   |  Planned Mixed Use |  |
|  Birmingham                 |  Jefferson County  |  Mountain Brook       |



Subject Parcel

Figure 4: Future Land Use Map

**CITY OF VESTAVIA HILLS**  
**SYNOPSIS AND STAFF RECOMMENDATION CONCERNING**  
**APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION**

Date: **OCTOBER 11, 2018**

- **CASE: P-1018-36**
- **REQUESTED ACTION:** Rezoning From Vestavia Hills R-7 (Duplex/Triplex) to Vestavia Hills R-9
- **ADDRESS/LOCATION:** 1200 Vestavia Place
- **APPLICANT/OWNER:** Smith Corretti, LLC
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 1200 Vestavia Place from R-7 to R-4 so that the applicant may build a single family home in lieu of a duplex/triplex. Vestavia Place was originally planned as duplex development in 1984. Four years later the three adjacent parcels next to the subject parcel were rezoned to R-2 for single family development, orphaning the subject parcel. The subject parcel has the neither the required lot width nor square footage for R-2 zoning, thus requiring the change to R-9. The proposed site plan is attached with the setbacks listed as 37.9' for the frontage along Vestavia Place, 7.5' for the frontage along Marydale Rd., a 7.5' side setback and a 93' rear setback.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Comprehensive Plan for Neighborhood/Village Center.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

**City Planner Recommendation:** Rezoning conditioned on final plat being approved and recorded.
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems notes.
  4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.



## CITY OF VESTAVIA HILLS

### APPLICATION

### PLANNING AND ZONING COMMISSION

#### I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a zoning/rezoning request or conditional use approval before the Planning and Zoning Commission must be submitted to the Office of the City Clerk no later than **25 working days prior to the scheduled meeting at which it shall be considered.** All information relating to Preliminary Map approvals must be submitted to the Office of the City Clerk no later than 20 days prior to the scheduled meeting at which is shall be considered. All information relating to Final Map approvals must be submitted to the Office of the City Clerk no later than 15 days prior to the scheduled meeting at which it is to be considered.
- (3) This application must be filled out in its entirety complete with zip codes.
- (4) All applicable fees shall accompany this application prior to its being considered complete. Fees include an application fee of \$100.00 along with applicable postage per property owner to be notified for Commission meeting. Fees may also include notification fees for City Council meeting and publication fees which will be billed to applicant at a later date. *\*\*No permits will be issued until all fees have been paid.*
- (5) Appropriate plats and maps with proper legal description shall accompany this application. **Please refer to attached checklist.**

#### II. APPLICANT INFORMATION: (owner of property)

NAME: Smith Corretti, LLC

ADDRESS: 229 Sheridan Lane  
Vestavia Hills, AL 35216

MAILING ADDRESS (if different from above) \_\_\_\_\_

PHONE NUMBER: Home 205.706.6404 Office \_\_\_\_\_

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: \_\_\_\_\_

2018 SEP -5 A 11:52

**III. ACTION REQUESTED**

Request that the above described property be zoned/rezoned

OK From: R7  
To: R9

For the intended purpose of: \_\_\_\_\_

From R7 to R9 to build a single family home.  
(Example: From "VH R-1" to "VH O-1" for office building)  
\*\*if additional information is needed, please attached full description of request\*\*

**IV. PROPERTY DESCRIPTION: (address, legal, etc.)**

1200 Vestavia Place Vestavia Hills, AL 35216

Parcel ID# 28.00.30.3.015.007.003

Property size: 50 feet X 200 feet. Acres: \_\_\_\_\_

**V. INFORMATION ATTACHED:**

Attached Checklist complete with all required information.

Application fees submitted.

**VI.** I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

Lupe Smith

Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal  
this 5th day of September, 2018.

Kay Russom

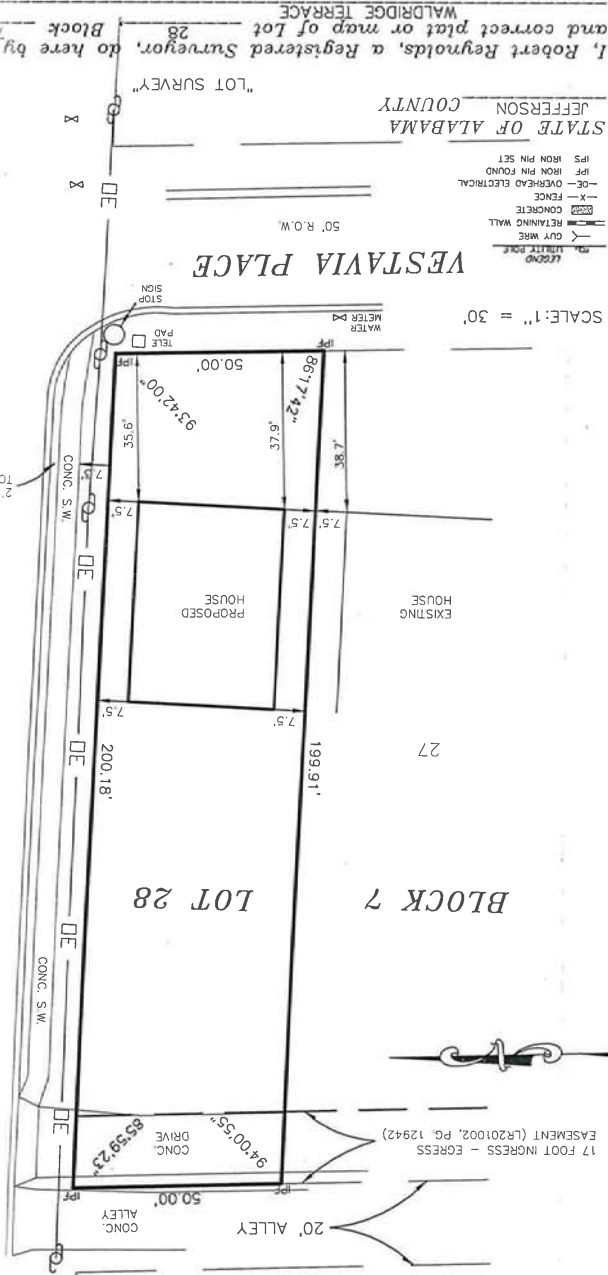
Notary Public

My Commission Expires  
November 8, 2020

My commission expires \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.



REYNOLDS SURVEYING CO., INC.  
 Surveying - Land Planning



- 1-1 LIGHT POLE
- 1-1 GUY WIRE
- 1-1 RETAINING WALL
- 1-1 CONCRETE
- 1-1 FENCE
- 1-1 OVERHEAD ELECTRICAL
- 1-1 IRON PIN FOUND
- 1-1 IRON PIN SET

SCALE: 1" = 30'

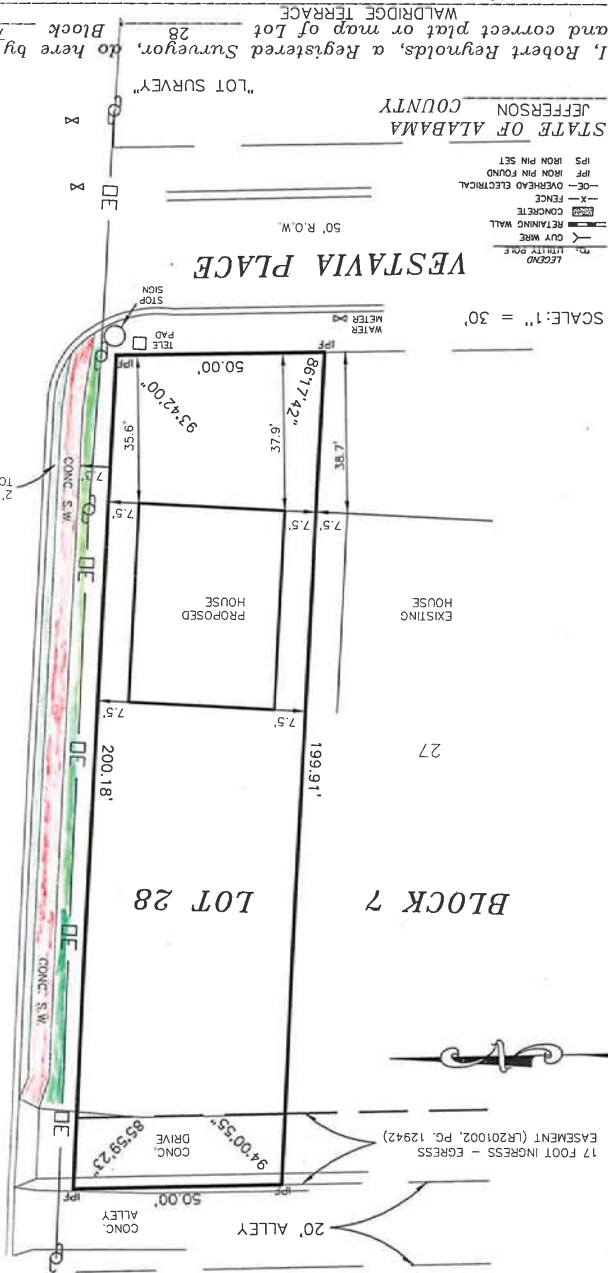
STATE OF ALABAMA  
 JEFFERSON COUNTY

I, Robert Reynolds, a Registered Surveyor, do hereby state that this is a true and correct plat or map of Lot 28 Block 7 of WALDRIDGE TERRACE Book 16, Page 68 in the Office of the Judge Of Probate in Jefferson County, Alabama. All parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice of Surveying in the State of Alabama to the best of my knowledge, information and belief. The improvements on said premises are as shown. There are no visible encroachments on over or across said lands except as shown. According to my survey this the 9th day of August 2018

NOTE: This survey is not transferable to any additional institutions or subsequent owners.  
 Owner: Corretti  
 Address: 1200 Vestovia Place  
 Reg. No. 25657  
 B119/21



REYNOLDS SURVEYING CO., INC.  
Surveying - Land Planning



- LITTLE PIPE
- GUY WIRE
- RETAINING WALL
- CONCRETE
- FENCE
- OVERHEAD ELECTRICAL
- IRON PIN FOUND
- IRON PIN SET

STATE OF ALABAMA  
JEFFERSON COUNTY

"LOT SURVEY"

I, Robert Reynolds, a Registered Surveyor, do hereby state that this is a true and correct plat or map of Lot 28 Block 7 of

Book 16, Page 68 in the Office of the Judge Of Probate in Jefferson County, Alabama. All parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice of Surveying in the State of Alabama to the best of my knowledge, information and belief. The improvements on said premises are as shown. There are no visible encroachments on over or across said lands except as shown. According to my survey this the 9th day of August 2018

NOTE: This survey is not transferable to any additional institutions or subsequent owners.

Owner: Correll  
Address: 1200 Vestavia Place

Reg. No. 25657

B19/21







Zoning	
PARCELID	2800303015007000
DISTRICT	020
ESN_NUM	62
PROPADD	1200 Vestavia Place
VH_ZONING	R-7*
ZNG_ORD	714
ZNG_ORD_DT	06/04/1984
ZNG_ORD2	
ZNG_ORD_1	
ZNG_ORD3	
ZNG_ORD_2	
ZNG_ORD4	
ZNG_ORD_3	
Zoom to	

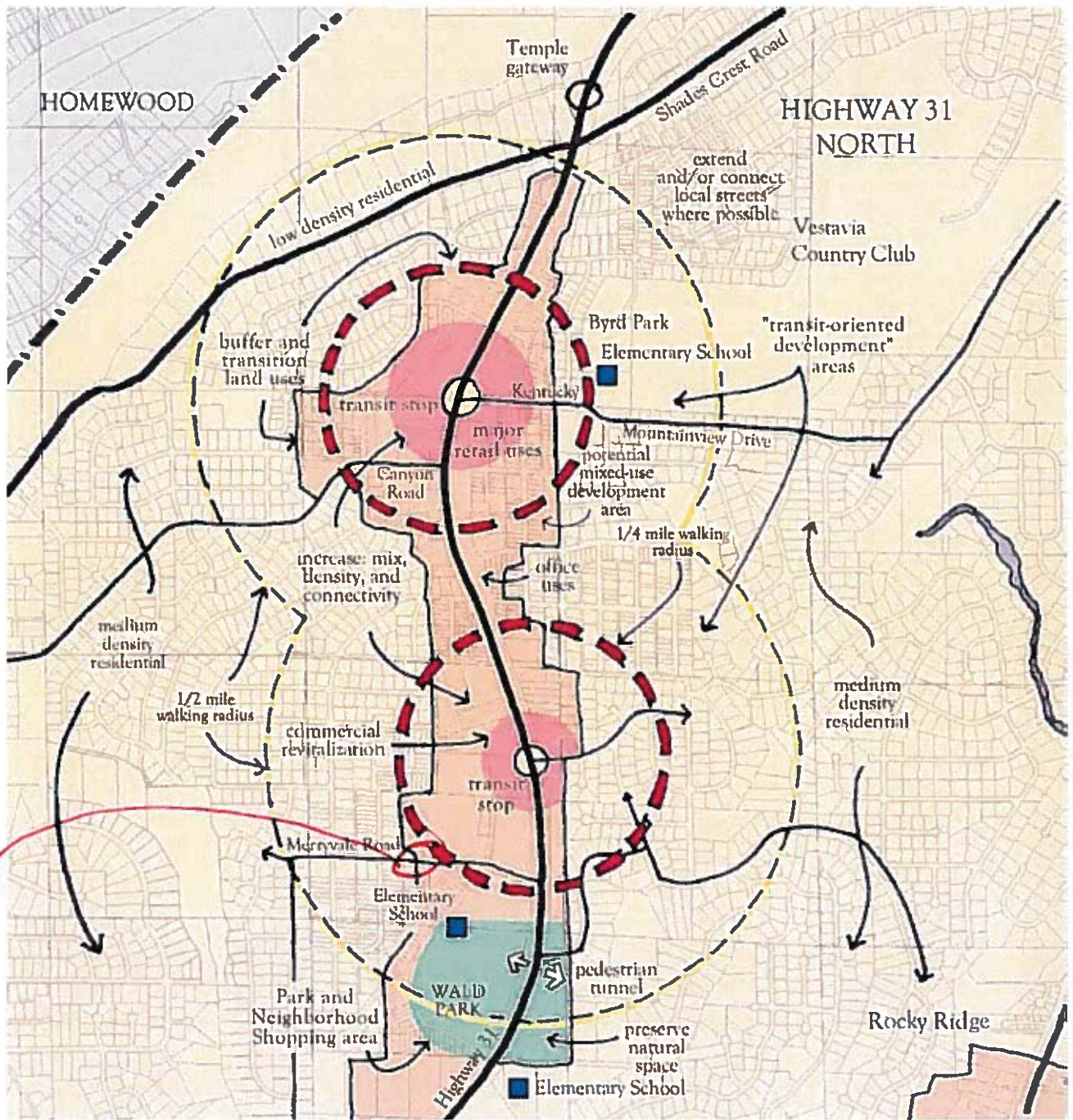


Figure 17: Highway 31 North  
Land Use Analysis

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; background-color: #f5e6d3; margin-right: 5px;"></span> Neighborhood - primarily low / medium density single-family residential areas with higher densities near village centers. Other uses may include schools, places of worship, recreational areas, and open space.</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; background-color: #f4a460; margin-right: 5px;"></span> Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; background-color: #e377c2; margin-right: 5px;"></span> Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; background-color: #f79410; margin-right: 5px;"></span> Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; background-color: #70ad47; margin-right: 5px;"></span> Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; border-radius: 50%; margin-right: 5px;"></span> Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.</li> <li><span style="display: inline-block; width: 15px; height: 15px; border: 1px solid black; background-color: #1f77b4; margin-right: 5px;"></span> Schools - School facilities administered by the Vestavia Hills School System.</li> </ul> |
|---|--|



Subject Parcel