

**Vestavia Hills
City Council Agenda
April 8, 2019
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Steve Dedmon, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
 - a. Announcement Of Vestavia Hills Board Of Education Applicants And Interviews To Begin On Wednesday, April 10, 2019 At 8 AM In The Executive Conference Room
6. Proclamation – Day Of Prayer – April 23, 2019
7. Proclamation – National Volunteer Recognition Week – April 7-13, 2019
8. City Manager’s Report
9. Councilors’ Reports
10. Financial Reports – George Sawaya, Dep. Treasurer
11. Approval of Minutes – March 11, 2019 (Regular Meeting), March 18, 2019 (Work Session) and March 18, 2019 (Regular Meeting)

Public Involvement Meeting

12. Public Involvement Meeting – Pedestrian Bridge Across Montgomery Highway (*public hearing*)

Old Business

13. Resolution Number 5148 – A Resolution Amending Resolution Number 5073 Dedicating Certain Streets In Liberty Park To The City Of Vestavia Hills, Alabama Pursuant To An Agreement For Maintenance And Repair (*public hearing*)
14. Ordinance Number 2833 – Rezoning – 4557 Pine Tree Circle; Lot 14, Topfield Subdivision; Rezoning From Vestavia Hills B-1 (Neighborhood Business District) To Vestavia Hills B-1 (Neighborhood Business District) With A Revised Site Plan (*public hearing*)

New Business

15. Ordinance Number 2843 - An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With New Cingular Wireless PCS, LLC For Location Of A Multi-Carrier Stealth Pole At The Sicard Hollow Athletic Complex Subject To Conditional Use Approval
16. Resolution Number 5150 – A Resolution Approving A 140-Special Events Retail License For On-Premise Sale Of Alcohol For The 5th Annual Crawfish Boil Event To Be Held At 2531 Rocky Ridge Road, Suite 107; Jacquelines, Inc., Applicant; Maria Esperanza Adan, Executive
17. Resolution Number 5151 – A Resolution In Support Of House Bill Number 41, Introduced In The 2019 Regular Session Of The Alabama Legislature, To Discourage Teen Vaping

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

18. Ordinance Number 2840 – Conditional Use Approval – 1506-1514 Montgomery Highway; Royal Automotive; Conditional Use Approval To Allow Lamar Advertising To Dismantle Twelve Billboard Faces On Six Free Standing Structures Within The City Limit Of The City Of Vestavia Hills And Allow The Erection And Operation Of An Free Standing Billboard Structure With Two Faces – One Face Reading To I-65 And The Other Reading To Montgomery Highway (*public hearing*)
19. Ordinance Number 2838 – Conditional Use Approval – 3788 Crosshaven Drive; Lot 5 And The N 20’ Of Lot 4, Block 1, Glass’ 3rd Add To New Merkle; Conditional Use For Beekeeping; Installation And Maintenance Of Four (4) Beehives; St. Stephens Episcopal Church (*public hearing*)
20. Ordinance Number 2839 – Conditional Use Approval – 1476 Montgomery Highway; Conditional Use Approval For The Purpose Of Automotive Sales, Automotive Services – Major And Minor, Including But Not Limited To Mechanical And Collision Repair; Serra Automotive (*public hearing*)
21. Ordinance Number 2835 – Rezoning – 3984 And 3988 Nachez Drive; Lots 2 & 3, Block 1, Hermitage Forest 1st Sector; Rezone From Vestavia Hills R-4 To Vestavia Hills R-9; Arthur Powell, Owner (*public hearing*)
22. Ordinance Number 2836 – Rezoning – 3785 Glass Drive; Lot 29, Glass’ 3rd Add To New Merkle; Rezoning From Vestavia Hills R-4 To Vestavia Hills R-9; Tucker And Company, LLC (*public hearing*)

23. Ordinance Number 2837 – Rezoning – 3784 Poe Drive; Lot 8, Block 3, Glass’ 3rd Add To New Merkle; Rezoning From Vestavia Hills R-4 To Vestavia Hills R-9; Jonathan B. Culver (*public hearing*)
24. Ordinance Number 2841 - An Ordinance Amending Section 5 Of Ordinance Number 2427 And Section 10-14(E), *Vestavia Hills Code Of Ordinances, Rep. 2013* Entitled “Educational Programs” (*public hearing*)
25. Ordinance Number 2842 – Annexation – Overnight – Magnolia Cove Subdivision; Lots 1 through 13; Chase Beard, et al, Owners
26. Citizen Comments
27. Motion For Adjournment

WHEREAS, service to others is a hallmark of the American character, and throughout our history citizens have stepped up to meet our challenges by volunteering in their communities; and

WHEREAS, the City of Vestavia Hills, Alabama has men and women who selflessly dedicate their time and energy to performing acts of good will and improving the quality of life for others in their community; and

WHEREAS, the countless hours of service by volunteers leads to the betterment of our communities and way of life; and

WHEREAS, there are abundant opportunities for residents of Vestavia Hills to volunteer and reap the rewards that come from helping others; and

WHEREAS, the annual observance of National Volunteer Week sets aside an entire week dedicated to serving others in need and honor those who volunteer all year.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim April 7 – 13, 2019 as

NATIONAL VOLUNTEER RECOGNITION WEEK

and encourage all residents to promote the spirit of volunteerism in our families and communities across the City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 8th day of April 2019.

Ashley C. Curry
Mayor

WHEREAS, prayer is our communication with the Heavenly Father; and

WHEREAS, it enables mankind to give thanks for the life we sometimes take for granted; and

WHEREAS, prayer seems to soften our sorrow and make our griefs and hardships bearable; and

WHEREAS, through prayer we can be prepared to become the instruments of His peace; and

WHEREAS, prayer is a candle that can rekindle the light that will repel the darkness in our midst; and

WHEREAS, by our unity others may know that we are one with the Father and His peace; and

WHEREAS, only as we are filled with the power of God can we do the things the Lord wants of us in any area of our lives; and

WHEREAS, the annual Mayor's Prayer Breakfast will be held Tuesday, April 23 at the Vestavia Country Club;

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim April 23, 2019 as a special

DAY OF PRAYER AND THANKSGIVING

in Vestavia Hills and earnestly call upon all men of faith and goodwill to support this spiritual effort so that together we may offer prayer, praise and thanksgiving.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 8th day of April 2019.

Ashley C. Curry
Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MARCH 11, 2019

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
Dan Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Christopher Brady, City Engineer
Cinnamon McCulley, Communications Specialist
Brian Davis, Public Services Director

Tom Bell, Vestavia Hills Chaplin, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mrs. Cook stated that the City Council will begin receiving applications for an upcoming vacancy on the Vestavia Hills Board of Education. Deadline for application is April 8 at 5 PM. Applications may be obtained online and interviews will be held on April 10 and 16 at a time to be determined.
- Mr. Pierce welcomed Chamber of Commerce member, Linda Parker, who was in attendance representing the Chamber.
- Mr. Pierce recognized members of Leadership Vestavia who were in attendance. He stated that members of this year's class were required to attend one Council meeting.
- The Mayor stated that there will be several upcoming City events, celebrating Alabama's bicentennial. The Mayor and Councilors Cook, Pierce and Head attended one of those

events, hosted by the Senior Citizens Association, with entertainment provided by Three on a String.

- Mr. Weaver recognized and welcomed high school students in attendance.
- Mr. Pierce stated that he grew up in Auburn and he knows many residents in Beauregard, Alabama, recently devastated by tornadoes. He stated that they don't need items, but they need financial contributions. He stated he has contacts for Providence Baptist Church for those contributions in case anyone wanted to give or assist.

CITY MANAGER'S REPORT

- Mr. Downes stated that the City is self-insured for liability and the City's risk is evaluated by an excess liability insurance carrier. Mr. Downes shared an analysis of the overall trend of claims against the City. He stated that the number of claims have dropped over the past few years. He reminded the Council these are only claims and they don't necessarily mean the City did anything wrong. He then showed the five-year history of severity of claims paid, which also has trended well over the past five years. Most of the claims are auto claims. The frequency of "at fault" auto accidents has also fallen. There was only one "at-fault" accident in the City last year. Overall, from a risk management standpoint, the City is doing very well.

COUNCILOR REPORTS

- Mr. Pierce stated he will be attending the Chamber luncheon tomorrow, with the City Manager being the keynote speaker, discussing the Community Spaces Plan.
- The Mayor announced the upcoming Freedom from Addiction for Opioid Awareness on April 4 at Vestavia Hills United Methodist Church.
- Mr. Weaver stated that the Planning and Zoning Commission had a brief work session Wednesday and will meet in regular session on Thursday.

FINANCIAL REPORTS

Mr. Turner, Finance Director, presented the financial reports for the month of January 2019. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of the following meeting were presented for approval: February 18, 2019 (Work Session).

MOTION Motion to dispense with the reading of the minutes of the February 18, 2019 (Work Session) and approve them as presented was by Mr. Pierce and second by Mrs. Cook. Roll call vote as follows:

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes
Mr. Head – yes
Mr. Weaver – abstain
Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 5131

Resolution Number 5131 – Annexation – 90 day – 2424 Magnolia Cove; Lot 7, Magnolia Cove Estates; Chase Beard, Owner (public hearing)

The Mayor stated that this Resolution, along with the following 12 Resolutions, are for the proposed annexation of the Magnolia Cove subdivision--a total of 13 lots. He asked that there be one public hearing for all of these in order to address all issues and questions at one time. Some of the owners are present along with Mr. Beard, the developer and owner of five of the vacant lots.

MOTION Motion to approve Resolution Number 5131 was by Mr. Weaver, seconded by Mrs. Cook.

Chase Beard, representing the homeowners and himself, stated that he owns almost half of the lots in this subdivision. He stated that the other lots have been built-out and the community is interested in annexing into the City. Following meetings, he spearheaded these requests to annex the entire neighborhood. He stated that, currently, the completed homes are occupied, with no children in the subdivision and home values near and above half a million dollars.

Mr. Pierce gave the report from the Standing Annexation Committee, with no adverse information, except for the street. The street has not been finished or accepted by the County.

Mr. Beard stated that the neighborhood is open to whatever is best for the City, in regard to whether it be private or public. He stated he also plans on combining lots 7 and 6 into a single lot for development of one home. Discussion followed about adjacent property owners' concerns regarding drainage and development of these lots.

Mr. Pierce pointed out that this is a 90-day annexation. He stated that the Resolutions shouldn't be approved and then denied after the 90 days have expired. He stated one of the properties is currently tax-exempt but the property owner states sometimes he goes off the tax roll and some years he goes back onto the rolls. He stated the City's study shows that approximately 78 properties in the City are currently tax-exempt. He stated these properties go on and off the rolls, pursuant to state law.

The Mayor opened the floor for a public hearing.

Mrs. Cook stated that the Annexation Committee did discuss this request with the Board of Education and that they were pleased by the additional ad valorem annexation of this subdivision would provide.

Mr. Pierce stated that the City departments voiced no concerns over this annexation.

David Harwell, 1803 Catala Road, stated that Mr. Beard is developing six lots with two under construction. If all of this is annexed, when will the City begin collecting sales taxes on building materials?

Mr. Boone stated that would be at the conclusion of the annexation.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5132

Resolution Number 5132 – Annexation – 90 day – 2423 Magnolia Cove; Lot 8, Magnolia Cove Estates; Chase Beard, Owner (public hearing)

MOTION Motion to approve Resolution Number 5132 was by Mrs. Cook, seconded by Mr. Weaver.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5133

Resolution Number 5133 – Annexation – 90 day – 2419 Magnolia Cove; Lot 9, Magnolia Cove Estates; Martin S. Cogen, Owner (public hearing)

MOTION Motion to approve Resolution Number 5133 was by Mr. Pierce, seconded by Mr. Weaver.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5134

Resolution Number 5134 – Annexation – 90 day – 2415 Magnolia Cove; Lot 10, Magnolia Cove Estates; John and Lynda Gay, Owner (public hearing)

MOTION Motion to approve Resolution Number 5134 was by Mr. Weaver, seconded by Mrs. Cook.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5135

Resolution Number 5135 – Annexation – 90 day – 2409 Magnolia Cove; Lot 11, Magnolia Cove Estates; David and Tammy Downard, Owner (public hearing)

MOTION Motion to approve Resolution Number 5135 was by Mr. Weaver, seconded by Mrs. Cook.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5136

Resolution Number 5136 – Annexation – 90 day – 2405 Magnolia Cove; Lot 12, Magnolia Cove Estates; Thomas and Jane Walker, Owner (public hearing)

MOTION Motion to approve Resolution Number 5136 was by Mr. Weaver, seconded by Mr. Pierce.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5137

Resolution Number 5137 – Annexation – 90 day – 2401 Magnolia Cove; Lot 13, Magnolia Cove Estates; Chase Beard, Owner (public hearing)

MOTION Motion to approve Resolution Number 5137 was by Mr. Weaver, seconded by Mr. Pierce.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5138

Resolution Number 5138 – Annexation – 90 day – 2400 Magnolia Cove; Lot 1, Magnolia Cove Estates; Chase Beard, Owner (public hearing)

MOTION Motion to approve Resolution Number 5138 was by Mr. Weaver, seconded by Mrs. Cook.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5139

Resolution Number 5139 – Annexation – 90 day – 2404 Magnolia Cove; Lot 2, Magnolia Cove Estates; Randel Walker, Owner (public hearing)

MOTION Motion to approve Resolution Number 5139 was by Mr. Weaver, seconded by Mrs. Cook.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5140

Resolution Number 5140 – Annexation – 90 day – 2408 Magnolia Cove; Lot 3, Magnolia Cove Estates; David and Jenice Adcock, Owner (public hearing)

MOTION Motion to approve Resolution Number 5140 was by Mr. Weaver, seconded by Mr. Pierce.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5141

Resolution Number 5141 – Annexation – 90 day – 2412 Magnolia Cove; Lot 4, Magnolia Cove Estates; Frank and Phyllis Hamrick, Owner (public hearing)

MOTION Motion to approve Resolution Number 5141 was by Mr. Weaver, seconded by Mr. Pierce.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5142

Resolution Number 5142 – Annexation – 90 day – 2416 Magnolia Cove; Lot 5, Magnolia Cove Estates; Kay Watkins, Owner (public hearing)

MOTION Motion to approve Resolution Number 5142 was by Mr. Weaver, seconded by Mr. Head.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5143

Resolution Number 5143 – Annexation – 90 day – 2420 Magnolia Cove; Lot 6, Magnolia Cove Estates; Chase Beard, Owner (public hearing)

MOTION Motion to approve Resolution Number 5143 was by Mrs. Cook, seconded by Mr. Head.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 5144

Resolution Number 5144 – A Resolution Determining That Certain Personal Property Is Not Needed For Public Or Municipal Purposes And Directing The Sale/Disposal Of Said Surplus Property

MOTION Motion to approve Resolution Number 5144 was by Mr. Weaver, seconded by Mr. Pierce.

Mr. Downes stated that this Resolution declares some old VHPD vehicles and motorcycles as surplus, along with some Public Services mowers.

The Mayor called for the question.

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

RESOLUTION NUMBER 5145

Resolution Number 5145 – A Resolution Authorizing The City Manager To Execute And Deliver An Agreement With Alabama Department Of Transportation To Construct A Turnout To Provide Access To Montgomery Highway At Waldridge Road

MOTION Motion to approve Resolution Number 5145 was by Mr. Weaver, seconded by Mr. Pierce.

Mr. Downes stated that this is a part of the work at Wald Park and Community Spaces to develop several intersection improvements in Montgomery Highway rights-of-way.

The Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5146

Resolution Number 5146 – A Resolution To Amend Resolution Numbers 5120, 3192, 3337 And 3469 Authorizing The City Manager To Offer Continuing Health Insurance Benefits To Employees Electing To Retire

MOTION Motion to approve Resolution Number 5146 was by Mr. Weaver, seconded by Mr. Pierce.

Mr. Downes stated that this request is for an amendment to the existing policy for offering health coverage for retirees in order to comply with the spirit of the offer. He stated that Tier 1 employees can use accrued leave toward retirement and this clarifies that stipulation. This also clarifies and ratifies the time of the former Cahaba Heights Fire District employees to count their time toward City service time, as agreed upon at the time of the annexation. He stated that this is for clarity, so no one will ever second-guess or question the intent of the policy.

The Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2831

Ordinance Number 2831 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Joint Purchasing Agreement For Lawn Maintenance Services

MOTION Motion to approve Ordinance Number 2831 was by Mr. Weaver, seconded by Mr. Pierce.

Mr. Downes stated that the City is in a three-year agreement with Specialty Turf to maintain the City's athletic fields. The Board of Education would like to piggyback off of the City's bid and Mr. Boone drafted an agreement to allow the Board to utilize the City's contractor for their fields.

Mr. Pierce asked the advantage of the Board to do this.

Mr. Downes stated that they do not have to take the time of going through the bid process and still get a good price from a good contractor.

The Mayor called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on March 18, 2019, at 6:00 PM.

- Resolution Number 5147 – A Resolution Authorizing The City Manager To Expend An Amount Not To Exceed \$30,000 From The Library Fund 13 Pooled Cash For A Remote Locker System For Cahaba Heights And Liberty Park Residents And A Vending Machine For The Library's Makerspace Area With Funding To Be Reimbursed In The Amount Of \$20,000 By An LSTA Grant (*public hearing*)
- Ordinance Number 2832 - An Ordinance Amending Ordinance Number 2281 And Section 8-174 Of The Vestavia Hills Code Of Ordinances Entitled "Fire/Rescue Emergency Transport Service" (*public hearing*)

CITIZEN COMMENTS

David Harwell, 1803 Catala Road, asked about an update on the Baumhower property, as he noticed they are beginning construction and wanted to know what was collected on the closing of the property.

Mr. Downes stated that they collected \$1.8 million on the property. He stated there is a small amount in escrow and the City should net about \$400,000 on the development.

Mr. Harwell stated that he thought the property would be more level with Montgomery Highway.

Mr. Downes explained that, on the City's side, it is fairly level but the development side will be below the Wald Park grade.

Donald Harwell, 1357 Willoughby Road, asked about the leasing of vehicles.

Mr. Downes stated City vehicle leases are rent-to-own and the City owns them at the end of the lease.

EXECUTIVE SESSION

The Mayor stated that the Council needed to enter into executive session for matters of commerce or trade for an estimated 30 minutes. He opened the floor for a motion. He stated that there will be no further business after the executive session.

Mrs. Cook asked Mr. Boone if this was a valid reason to enter into executive session, and Mr. Boone said it was.

MOTION Motion to enter into executive session for matters of commerce or trade for an estimated 30 minutes was by Mrs. Cook and second was by Mr. Weaver
Mrs. Cook – yes Mr. Head – yes
Mr. Pierce – yes Mr. Weaver – yes
Mayor Curry – yes Motion carried.

The Council entered into executive session at 6:55 PM. At 7:19 PM, the Council entered the Council Chamber and exited executive session. The Mayor called the meeting back to order.

At 7:20 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 7:20 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

MARCH 18, 2019

The City Council of Vestavia Hills met in a regular scheduled work session on this in the Executive Conference Room at 5:00 PM, following posting/publication as required by Alabama law. The Clerk checked the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Kimberly Cook, Councilor
Paul J. Head, Councilor
Rusty Weaver, Mayor Pro-Tem

MEMBERS ABSENT:

George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Wendy Dickerson, Deputy City Clerk
Brian Davis, Public Services Director
Marvin Green, Fire Chief
Cinnamon McCulley, Communications Specialist
Jason Hardin, Police Captain
Christopher Brady, City Engineer
Lori Beth Kearley, Sr. Civil Engineer
Shane Ware, Police Lieutenant
Umang Patel, Court Director

The Mayor called the work session to order.

INCENTIVE AGREEMENT – SERRA AUTOMOTIVE GROUP

Mr. Downes introduced Alton Parker, attorney for Serra Automotive and gave a brief history of the background of this property operating as an automobile dealership.

Mr. Parker stated that he represents Anthony Serra, the owner of the property. His client is requesting a revenue-sharing agreement in anticipation of the reopening of the dealership on Montgomery Highway. He stated that the dealership has engaged in significant engineering planning and redevelopment in order to exchange some floodplain area for a rise in the parking lot to avoid the flood events that have plagued the property in

the past. He stated that Mr. Serra plans to open a high-end used car dealership on the property, complete with automobile and collision repair. He gave figures as to the estimated amount of sales for the property. He indicated that the Serra name is well known in the Birmingham areas for the sale of vehicles and feels as if this will be a good dealership with the renovations made.

Discussion ensued concerning the previous incentive agreement of 2008, management issues with past dealerships, the impact of the recession, incentivizing redevelopment versus development that has already progressed, the projected revenue.

Mr. Parker stated that his client's remediation efforts began before this request to show a true commitment to the property. He stated his client's purpose was to "get this to be a productive piece of property." He asked that the Council not punish his client for simply taking the steps out of order. He stated he feels this financial assistance from the City will enhance both entities.

Mrs. Cook suggested Mr. Serra consider acquiring additional property in the area, to create more green-space, mitigate future flooding and improve the appearance of the Highway 31 corridor. She suggested this would be an activity that has not already occurred and this would make a stronger argument for an incentive agreement. Mr. Parker stated the adjacent areas are too expensive.

There being no further business, the work session adjourned at 5:50 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

MARCH 18, 2019

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul Head, Councilor

MEMBERS ABSENT:

George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
Dan Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Christopher Brady

Jim Cartlege, Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mrs. Cook welcomed Sandra Cleveland and Scott Perry who were in attendance representing the Chamber of Commerce.
- Mrs. Cook stated that the City Council will begin receiving applications for an upcoming vacancy on the Vestavia Hills Board of Education. Deadline for application is April 8 at 5 PM. Applications may be obtained online and interviews will be held on April 10 and 16, at times to be determined.
- Mr. Weaver welcomed members of Leadership Vestavia Hills who were in attendance.
- Mr. Head announced a Parks and Recreation Board meeting tomorrow, beginning at 7 AM in Executive Conference Room.
- The Mayor welcomed David Wheeler, Alabama State Representative, District 47, to tonight's meeting

CERTIFICATE OF APPRECIATION – WILLIAM CLARK

The Mayor announced that the City teamed together with the Board of Education to present a Certificate of Recognition honoring William Clark, the first school superintendent when the school system formed in 1970. The Mayor stated that Mr. Clark passed away last year and this tribute was presented to his family at the last Board meeting. He asked Mr. Boone to share some information of the contributions made by Mr. Clark during his years as superintendent of the school system.

Mr. Boone gave a historical background of the formation of the City's Board of Education and how hard Bill Clark had to work to get the new Vestavia Hills school system off the ground. He had only three small facilities and Jefferson County wanted tuition for graduating students and to allow 2500 students classroom space. Interest rates were over 20% and a desegregation case was filed immediately. He explained how Bill Clark brought the City together to give this Board of Education a good foundation on which to grow. This foundation has been the cornerstone of one of the most coveted school systems in the State of Alabama.

The Mayor stated it was a moving event to present this to his family.

PROCLAMATION – AUTISM UNDERSTANDING AND ACCEPTANCE MONTH

The Mayor presented a proclamation designating April, 2019, as Autism Understanding and Acceptance Month. Mr. Downes read the proclamation and the Mayor presented it to Krista Martin, Molly Clay and Grace Landram; members of Alpha Xi Delta, Theta Phi Chapter from UAB.

PROCLAMATION – FREEDOM FROM ADDICTION DAY

The Mayor presented a proclamation designating March 18, 2019, as Freedom From Addiction Day. Mr. Downes read the proclamation and the Mayor presented it to the Freedom From Addiction Coalition Advisory Board: Alex Briggs, Dr. Michael Chandler, Jennifer Crook, Rachel Patterson and Elizabeth Stewart. The Mayor announced the upcoming breakfast to be held on April 7, at Vestavia Hills UMC, beginning at 7 AM.

CITY MANAGER'S REPORT

- Mr. Downes shared an analysis of the new gas tax and what it could mean for the City. He stated this means an increase of approximately \$244,000 per year to be dedicated to improving roadways in the City. He stated the new tax will be phased in over a six-year period. Mr. Downes revisited the City's capital plan and the commitment to pave 7.7 miles of roadway per year to keep up with a 20-year resurfacing plan at an estimated cost

of \$847,000 per year. He stated that the City committed to meeting this goal of 7.7 miles by the year 2021. He presented a spreadsheet of proposed incremental budgeting which brings the City to the 7.7 miles annually leaving the fiscal year 2022 at 7.7 miles with the newly acquired \$244,000 additional dollars helping to decrease the obligation by about \$48,000.

COUNCILOR REPORTS

- Mrs. Cook thanked State Sen. Jabo Waggoner and Rep. David Faulkner for voting in favor of the new gas tax.
- Mrs. Cook reported on the Board of Education and made the following notes: approved a contract to purchase property adjacent to Dolly Ridge Elementary for construction of a parking lot at a cost of \$2.8 million; announced that Meredith Hanson will become the new Director of Personnel Service. She was the former principal at Pizitz Middle School, which will create a vacancy there. The Board voted to extend Dr. Freeman's contract for an additional year, with commendations for his work to date. Dr. Freeman brought some personnel transfers to the Board in anticipation of the transitions that will occur in the upcoming school year.
- Mrs. Cook announced Help the Hills Coalition meeting to be held on Thursday, March 21, noon, in the Council Chambers.
- The Mayor stated that Vestavia Hills Baptist Church recently honored Dennis Anderson. He stated that he has always been active and was one of the founders of Leadership Vestavia Hills along with an administrator at Vestavia Hills Baptist.
- Mr. Weaver stated that the Planning and Zoning Commission had their regular meeting last Thursday with several requests that will soon be moving forward to Council.

APPROVAL OF MINUTES

The minutes of the following meeting was presented for approval: February 25, 2019 (Regular Meeting).

MOTION Motion to dispense with the reading of the minutes of the February 25, 2019 (Regular Meeting) and approve them as presented was by Mr. Weaver and second by Mrs. Cook. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 5147

Resolution Number 5147 – A Resolution Authorizing The City Manager To Expend An Amount Not To Exceed \$30,000 From The Library Fund 13 Pooled Cash For A Remote Locker System For Cahaba Heights And Liberty Park Residents And A Vending Machine For The Library’s Makerspace Area With Funding To Be Reimbursed In The Amount Of \$20,000 By An LSTA Grant (public hearing)

MOTION Motion to approve Resolution Number 5147 was by Mr. Cook seconded by Mr. Weaver.

Daniel Tackett, Vestavia Hills Library in the Forest, explained the LSTA grant in the amount of \$20,000 to fund a remote locker system to be placed in the New Merkel House and a vending machine in the Library’s Makerspace area for creative materials consisting of art supplies or digital technology.

Mr. Downes stated that the match would be through Fund 13, the Library’s pooled cash.

Mrs. Cook stated she’s happy to see the Library offering more access to the remote areas of Vestavia Hills, including Liberty Park and Cahaba Heights.

The Mayor opened the floor for a public hearing. There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2832

Ordinance Number 2832 - An Ordinance Amending Ordinance Number 2281 And Section 8-174 Of The Vestavia Hills Code Of Ordinances Entitled “Fire/Rescue Emergency Transport Service” (public hearing)

MOTION Motion to approve Ordinance Number 2832 was by Mr. Weaver, seconded by Mr. Head.

Mr. Downes stated that this amends the current Ordinance along with the City Code related to reimbursements for medical transport with detailed transport fees which needs periodic updating. This adjustment follows the review and recommendation of a consultant and amends the rates consistent with major insurers.

The Mayor opened the floor for a public hearing. There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

NEW BUSINESS

ORDINANCE NUMBER 2834

Ordinance Number 2834 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Memorandum Of Understanding With The Red Mountain Greenway And Recreation Area Commission For A Conceptual Plan And Estimated Cost Of A Rifle And Pistol Range For The Exclusive Use Of The Vestavia Hills Police Department And The Red Mountain Park Police Department

The Mayor gave a brief background and then recused himself from consideration of this Resolution because he is a voting member of the Red Mountain Park Board. *He then passed the gavel to Mayor Pro-Tem Weaver.*

Chief Rary stated that the City's Police Department has never had a shooting range. He stated that about five years ago, the VHPD entered into an agreement in Hoover to allow training and qualifying for a total of five weeks. This time was spread throughout each year. They were later approached by the Red Mountain Park PD to construct and share a shooting facility to be shared by the VHPD, the RMPD and one other municipal police department. He stated that a portion of the park is public; a section is closed to the public and is already a small shooting facility for the RMPD. This request would be to fund a feasibility study to construct a state-of-the-art facility to allow shooting of any type of weapon used by these three police departments. He stated that he has budgeted funds to cover the expense so there is no additional funding request.

Mr. Weaver stated the range will not be open to the public and will not affect the public's portion of the park.

The Chief stated it is separated by about a mile from the public park and is separated by fencing and other barriers.

Discussion ensued regarding fencing and barriers to keep civilians from trespassing or accidentally entering the range. Chief Rary stated the approval of the City Council would be required prior to proceeding any further than the study to determine the effect this might have on noise in the park and use of the park by guests.

MOTION Motion to approve Ordinance Number 2834 was by Mr. Head, seconded by Mrs. Cook.

There being no one further to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Weaver – yes

Motion carried.

Mr. Weaver passed the gavel back to the Mayor.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on April 8, 2019, at 6:00 PM.

- Resolution Number 5148 – A Resolution Amending Resolution Number 5073 Dedicating Certain Streets In Liberty Park To The City Of Vestavia Hills, Alabama Pursuant To An Agreement For Maintenance And Repair (*public hearing*)
- Ordinance Number 2833 – Rezoning – 4557 Pine Tree Circle; Lot 14, Topfield Subdivision; Rezoning From Vestavia Hills B-1 (Neighborhood Business District) To Vestavia Hills B-1 (Neighborhood Business District) With A Revised Site Plan (*public hearing*)

CITIZEN COMMENTS

None.

At 6:50 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 6:51 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

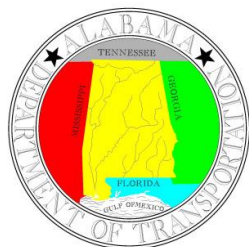


Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park

DE-HPP-TAPBH-A124()

Public
Involvement
Meeting

April 8, 2019



Today's Agenda

Introduction – Why do we need a Public Involvement Meeting?

Topic 2 – What is the Purpose & Need of the Project?

Topic 3 – What is the Scope of Work for the Project?

Topic 4 – What does the Pedestrian Bridge look like?

Topic 5 – What are the Pedestrian and Bicycle (ADA) Accommodations for the Project?

Q&A





Introduction

Why Do We Need to
do a Public
Involvement Meeting?



Due to Federal Funding, the Project must be Evaluated for Compliance with the NEPA (National Environmental Policy Act):

The Environmental Process evaluates:

- Does the project affect the roadway capacity or Access Management? NO
- Does the project affect Right-of-Way? NO
- Does the project affect Streams/Wetlands/Waterways/Coastal Zone? NO
- Does the project affect the Floodplain/Floodway? NO
- Does the project affect any Threatened/Endangered Species? NO. We received a concurrence letter from the US Fish & Wildlife Service signing off on the project.
- Does the project affect any historic or potential historic district? NO. We are awaiting our concurrence from SHPO (State Historic Preservation Office) signing off on the project.
- Does the project involve a hazardous material site? NO.
- Are Bicycle and Pedestrian Accommodations being considered for the project? YES.



Public Involvement Meeting

- Completes the Public Part of the Environmental Process
- Informs the Public of the Project
- Allows Public to Ask Questions during the Scheduled Meeting
- Public can Comment on the Comment Forms
- Comments are Taken into Consideration and Addressed as Part of the Environmental Process.





Topic 2

What is the Purpose & Need of the Project?



Why Does Vestavia Hills Need a Pedestrian Bridge?

Purpose & Need

- To Improve the Mobility and Safety of Pedestrians Crossing US-31
- To Improve and Enhance the Access to Wald Park on the West Side of US-31 and to the Vestavia Hills Public Library on the East Side of US-31
- To Provide a Link to the Existing Sidewalk Systems that Connect the City's Schools, Library, and Parks.



Topic 3

What is the Scope of Work for the Project?



Design Information

- Pedestrian Bridge is Located Approximately 445 Ft south of Roundhill Road
- 2 Spans with Total Length of 181 Ft
- Main Span is 145 Ft Long - Spans Across US-31
- Approximately 250 Ft of Existing Right-of-Way at this Location
 - No Required Right-of-Way
- Approximately 170 Ft of In-Place Sidewalk will be Removed on the East Side of US-31 and will be Re-constructed





Topic 4

What does the
Pedestrian Bridge look
like?



Aesthetics

- Stonework will Match Vestavia Hills Public Library and City Hall
- Landscaping will not be part of the Pedestrian Bridge project
- City will add Landscaping after completion of project in keeping with aesthetics of the Wald Park Redevelopment Project
- Pedestrian LED Lighting will be on the Bridge (Installed on Bridge Railing)
- Additional Up-Lighting will Focus on the Bridge Structure





Vestavia Hills Pedestrian Bridge - View North



GRESHAM
SMITH AND
PARTNERS





Vestavia Hills Pedestrian Bridge - View South



GRESHAM
SMITH AND
PARTNERS





Vestavia Hills Pedestrian Bridge - View North



GRESHAM
SMITH AND
PARTNERS





Topic 5

What are the Pedestrian and Bicycle (ADA) Accommodations for the Project?





ADA Accommodations

To Access the Pedestrian Bridge on the East Side of US-31 (Library Side):

- Pedestrians can use Stairs or Elevators
- Bicycles can use Elevator
- Large Elevator that can accommodate multiple bicycles/pedestrians
- Bicycle Railing on the Stairwell that allows for Bicycles to be Safely Walked down the Stairwell

To Access the Pedestrian Bridge on the West Side of US-31 (Wald Park Side):

- Concrete Ramp with Siderails
- Slope is Approximately 1.75%

Pedestrian Bridge:

- Pedestrian Railing with In-laid LED Light Fixtures
- Slope is Approximately 1.75%

Questions?

RESOLUTION NUMBER 5148

**A RESOLUTION AMENDING RESOLUTION NUMBER 5073
DEDICATING CERTAIN STREETS IN LIBERTY PARK TO THE CITY OF
VESTAVIA HILLS, ALABAMA PURSUANT TO AN AGREEMENT FOR
MAINTENANCE AND REPAIR**

WHEREAS, on April 15, 1985, the City Council of the City of Vestavia Hills approved and adopted Ordinance Number 751, which in substance, and in very general terms, provides that an acceptance of a dedication can only be accomplished by the approval by the City Council of a formal resolution adopted at a regularly scheduled meeting or a special meeting called for that specific purpose and that the developer who offers dedication of land for public streets and roads must execute and deliver an agreement guarantying that all improvements for construction of public streets and roads will meet city requirements; and

WHEREAS, Ordinance Number 751 provides, among other things as follows:

“The City shall not accept the dedication until such time as every lot in the subdivision as shown on the plat has been developed with the construction of a home or other building;” and

WHEREAS, on September 30, 1992, the City of Vestavia Hills, Alabama (“City”) and Liberty Park Joint Venture (“LPJV”) entered into an Annexation Agreement which provides in Section 9 on Page 18 of said agreement as follows:

“9.1. LPJV agrees to pay the cost of the installation of all fireplugs required by state or municipal regulations for the Development. In addition, LPJV agrees to pay the cost of the first three (3) years rental, at standard rental charges, on such fireplugs.

9.2. The City will not be required to provide landscaping maintenance to any intensely landscaped areas of the Development located on public rights-of-way. The City will grant LPJV such access and easements to the public rights-of-way necessary to landscape and maintain any such public rights-of-way.

9.3. LPJV agrees to install at its sole expense any and all initial street lighting required by state or municipal regulations for the Development at the time of the initial development of the Development, and LPJV shall have the right to install, at its expense, any additional or decorative lighting LPJV deems appropriate in the Development;” and

WHEREAS, On October 7, 1992, the Legislature of the State of Alabama enacted Act Number 92-708, a local law, which annexed the Liberty Park property to the City of Vestavia Hills, Alabama; and

WHEREAS, the Liberty Park property was not fully and completely developed at the time of its annexation to the City and

WHEREAS, the streets and roadways were not offered for dedication by LPJV or accepted by the City; and

WHEREAS, on May 19, 1994, a lawsuit was filed in the Civil Division of the Circuit Court of Jefferson County, Alabama, that challenged the validity of the annexation; and

WHEREAS, on January 13, 1995, the Supreme Court of Alabama decided the case of *The City of Birmingham, et al v. City of Vestavia Hills, 654 So 2d.532(1995)* and held that the annexation is valid and legally binding; and

WHEREAS, LPJV has offered to the City dedication of certain streets and roadways on and in the Liberty Park property subject to the terms, provisions and conditions of an agreement by and between the City and LPJV regarding the future responsibilities of repair and maintenance of said streets, roadways and rights-of-way. Said streets, roadways and rights-of-way are detailed in the attached Exhibit A which is incorporated into this Resolution Number 5073 by reference as though set out fully herein; and

WHEREAS, the City and LPJV have negotiated an amendment to the Annexation Agreement regarding the legal responsibility for the future maintenance and repair of the streets, roadways and rights-of-way offered for dedication by LPJV; and

WHEREAS, on July 23, 2018, the City Council adopted and approved Resolution Number 5073 to dedicate certain roadways located in Liberty Park with the anticipation that more would later be dedicated; and

WHEREAS, certain additional roadways were determined to be offered for dedication which are detailed in Exhibit A attached to and incorporated into this Resolution Number 5148 as though written fully therein; and

WHEREAS, the City finds and determines that the acceptance of the offer of dedication of certain additional streets, roadways and rights-of-way as detailed in Exhibit A in and on the Liberty Park property by LPJV subject to the terms, provisions and conditions of the annexation agreement detailed in Resolution Number 5073 which will provide for the safety, preserve the

health, promote the prosperity and improve the morals, order, comfort and convenience of the inhabitants of the City of Vestavia Hills, Alabama.

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

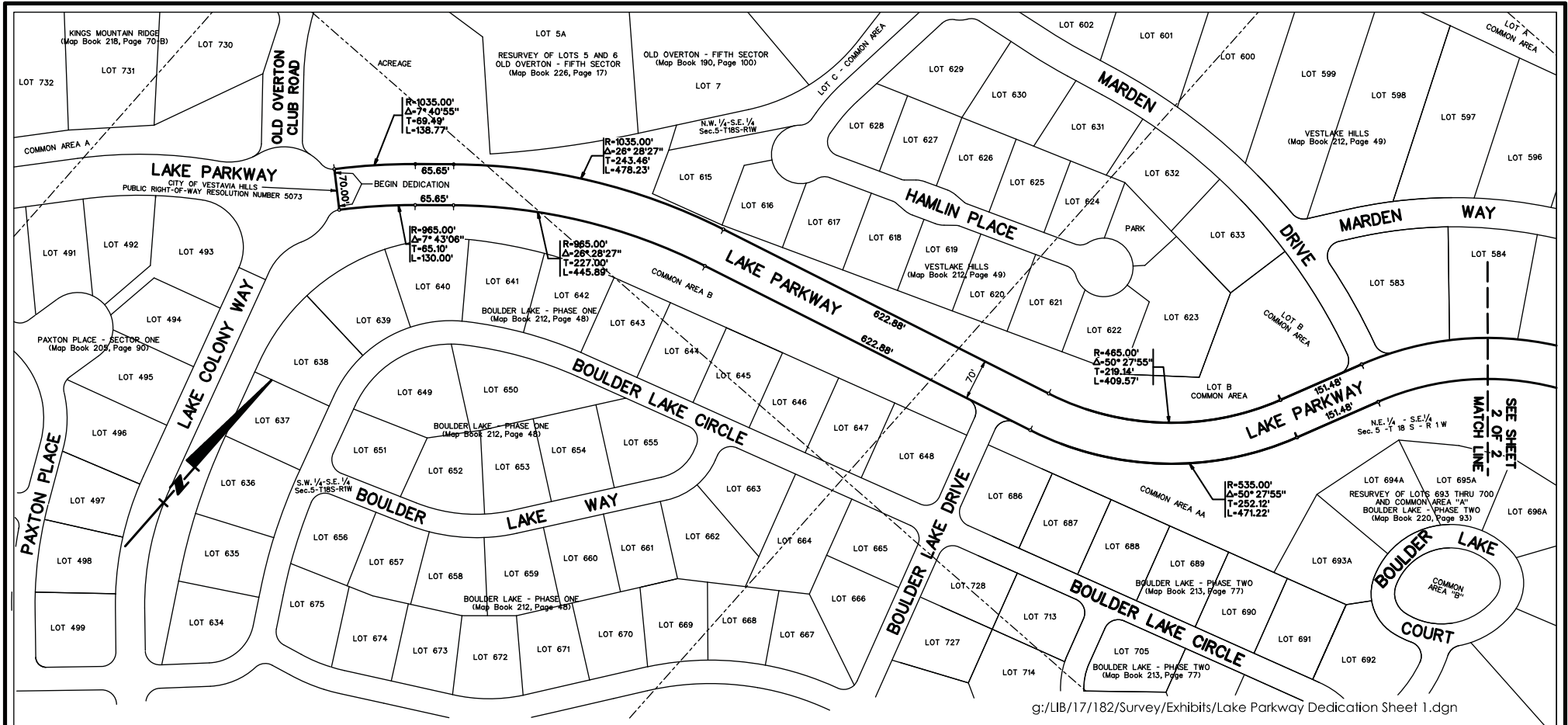
1. All streets, roadways and rights-of-way including those portions of Liberty Parkway and Urban Center Parkway as described in the attached Exhibit A are hereby dedicated subject to the terms, provisions and conditions of the annexation agreement detailed in Resolution Number 5073; and
2. This Resolution shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 8th day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



g:/LIB/17/182/Survey/Exhibits/Lake Parkway Dedication Sheet 1.dgn

LAKE PARKWAY ROADWAY DEDICATION EXHIBIT

SHEET 1 OF 2

DATE: OCTOBER, 2018

Scale: 1" = 200'
Graphic Scale



SCHODEL
Consulting Engineers

Civil
Surveying
Environmental
Water Resources
High Definition
Surveying

1001 22nd Street South
Birmingham, Alabama 35205
205.323.6166

**LEGAL DESCRIPTION
LAKE PARKWAY ROADWAY DEDICATION**

Being an existing private road situated in Section 4 and Section 5, all in Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

All of that private road known as Lake Parkway located within the municipal limits of the City of Vestavia Hills, Alabama, beginning from the end of the traffic circle of previously dedicated Lake Parkway right-of-way at the intersection of Old Overton Club Road (a private road) and Lake Colony Way (a private road) as shown and described in City of Vestavia Hills Resolution Number 5073; from the end of said traffic circle and continuing generally in an Easterly direction along Lake Parkway to the Point of Ending at the Easterly side of the intersection of Vestlake Ridge Drive (a private road) and Vestlake Cove Drive (a private road).

**LEGAL DESCRIPTION
THE URBAN CENTER PARKWAY DEDICATION**

Being an existing private road situated in the West 1/2 of Section 12, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

All that private road known as Urban Center Parkway lying over, on, across and through Lot 7, The Urban Center At Liberty Park Resurvey No. 4 as recorded in Map Book 194, Page 53 in the Probate Office of Jefferson County, Alabama, located within the municipal limits of the City of Vestavia Hills, Alabama.

ORDINANCE NUMBER 2833

AN ORDINANCE TO AMEND ORIDNANCE NUMBER 2696 AND 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 B-1 TO VESTAVIA HILLS B-1 WITH A REVISED SITE PLAN

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That Ordinance Number 2696 and 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 B-1 (neighborhood business district) to Vestavia Hills B-1 (neighborhood business district) with a revised site plan:

4557 Pine Tree Circle
Lot 14, Topfield Subdivision
Seedcorn LLC, Owner(s)

BE IT FURTHER ORDAINED that said zoning be contingent upon the following conditions:

1. Approval to be developed substantially as the site plan presented;
2. Building height limited to two (2) stories;
3. Buildings to be designed in a residential style;
4. Developers to construct a sidewalk along frontage of lots or contribute to the City's Sidewalk Fund an amount to be determined by the City Engineer based upon linear frontage and the cost of said sidewalk;
5. Private clubs, convenience stores and fast food restaurants are prohibited;
6. Opaque landscaping must be installed along the western property line.

APPROVED and ADOPTED this the 8th day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

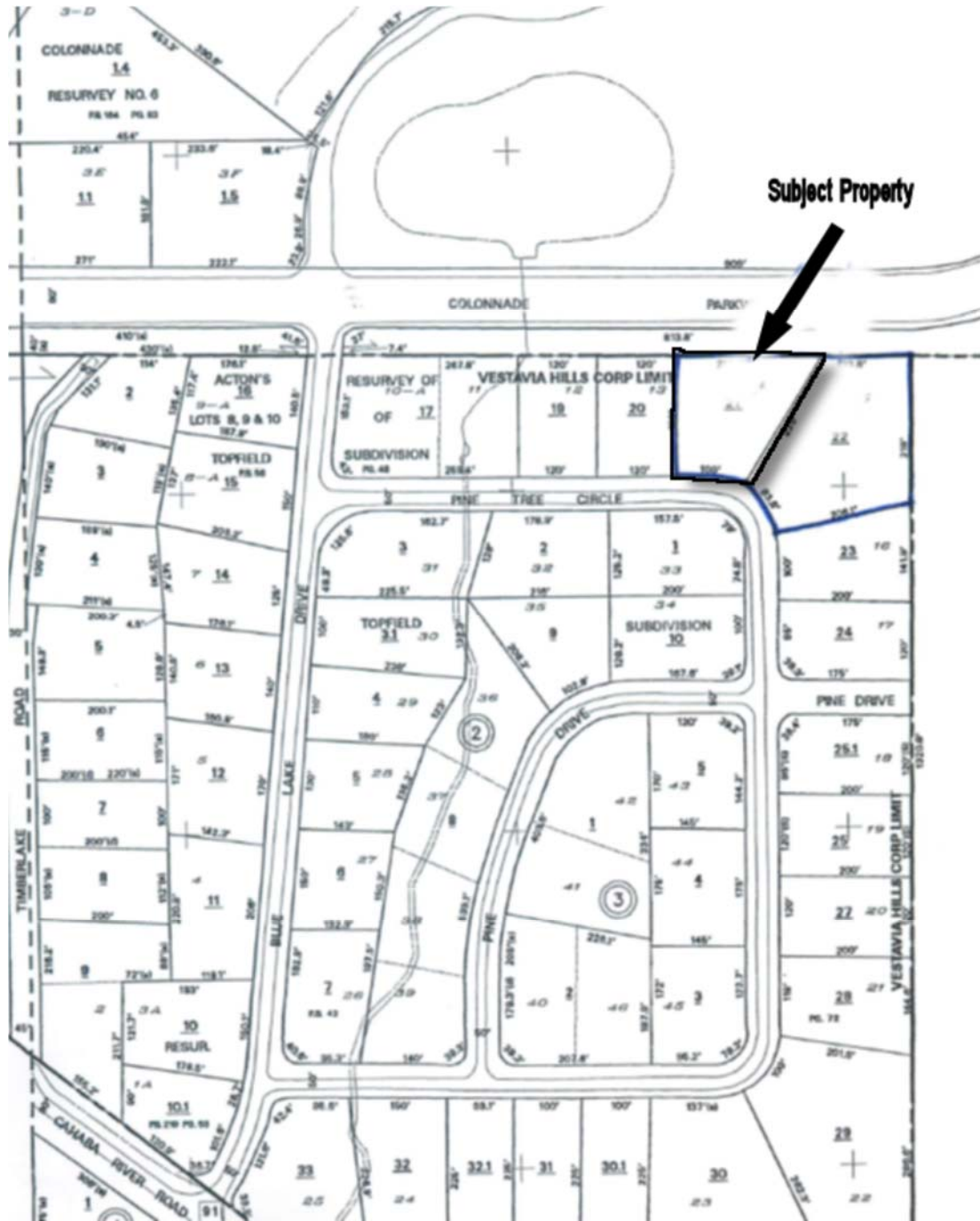
Rebecca Leavings
City Clerk

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 # 2833 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 8th day of March, 2019 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 _____ day of _____, 2019.

Rebecca Leavings
City Clerk



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

Date: **FEBRUARY 14, 2019**

- **CASE: P-0219-03**
- **REQUESTED ACTION:** Rezoning Vestavia Hills B-1 to Vestavia Hills B-1 with Revised Site Plan.
- **ADDRESS/LOCATION:** 4557 Pine Tree Circle
- **APPLICANT/OWNER:** Seed Corn, LLC
- **REPRESENTING AGENT:** Wesley Cline
- **GENERAL DISCUSSION:** Applicant is seeking a site plan amendment for 4557 Pine Tree Circle. This property and the adjoining property were originally rezoned from R-1 to B-1 in March, 2017 (Ordinance Number 2696) and conditioned on the site plan as presented at that time. This revised site plan will include one proposed building. The setbacks for this property will be 20' in the front, 30' in the rear and 10' on the sides.
- **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: Building to be designed in a residential style and compatible with other new construction in the Blue Lake area
 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.

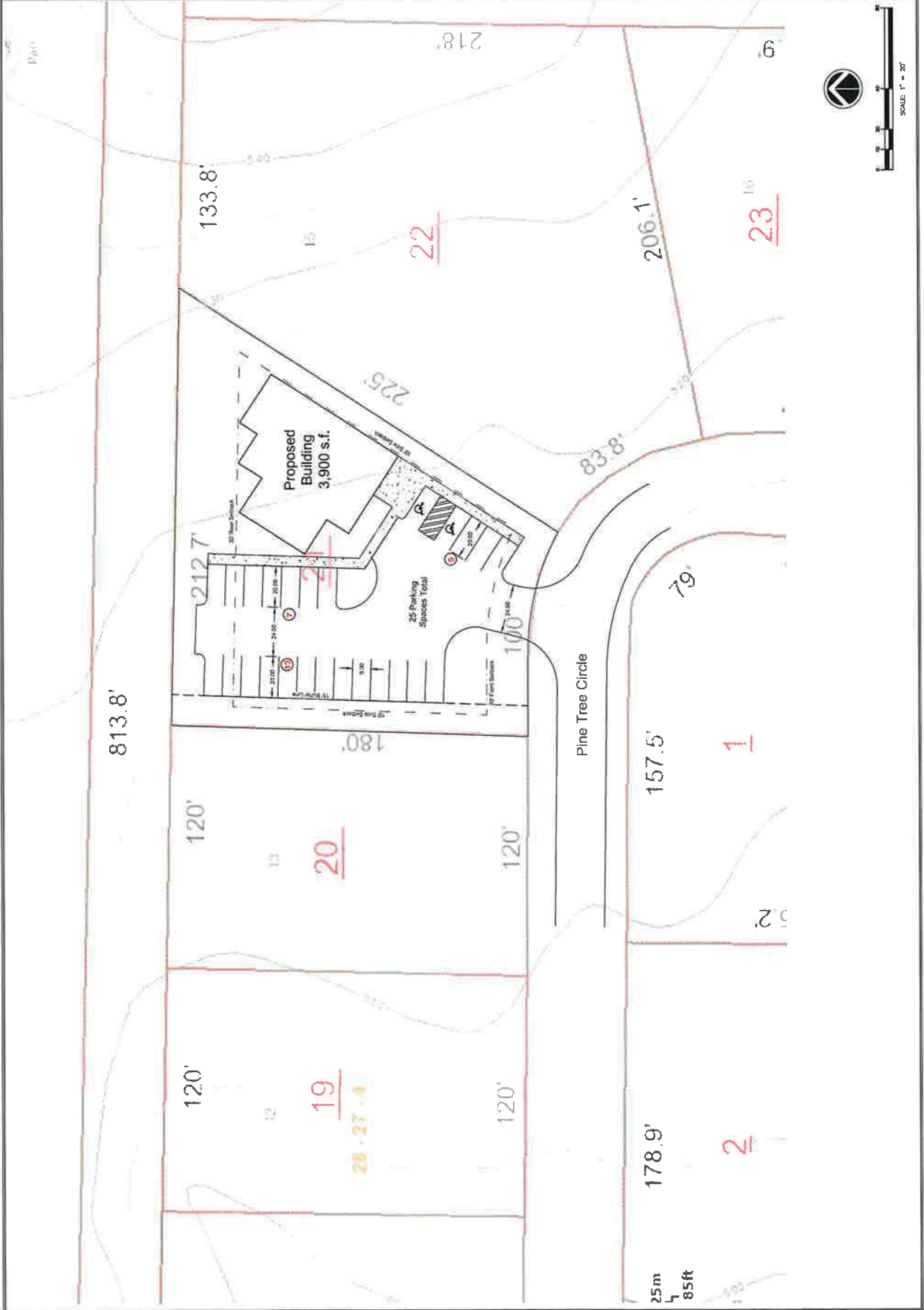
MOTION Mr. Weaver made a motion to recommend a site plan amendment for 4557 Pine Tree Circle with the following conditions:

1. Approval based on site plan presented;
2. Building height limited to two (2) stories;
3. Buildings to be developed in a residential style;
4. Developers to construct a sidewalk along frontage of lots or contribute to the City's Sidewalk Fund in an amount to be determined by the City Engineer based upon linear frontage and the cost of said sidewalk;
5. Private clubs, convenience stores, and fast food restaurants are prohibited;
6. Opaque landscaping must be installed along the western property line.

Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Romeo – yes
Mr. Weaver– yes
Mrs. Barnes – yes
Motion carried.

Mr. Sykes – yes
Mr. Larson – yes
Ms. Cobb – yes



Page











Zoning

PARCELID 2800274001021000
DISTRICT 020
ESN_NUM 62
PROPADD 4557 PINE TREE CIR
VH_ZONING B-1*
ZNG_ORD 2696
ZNG_ORD_DT 03/27/2017
ZNG_ORD2 1981
ZNG_ORD_1
ZNG_ORD3
ZNG_ORD_2 03/21/2003
ZNG_ORD4
ZNG_ORD_3
Zoom to



ORDINANCE NUMBER 2696

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 R-1 TO VESTAVIA HILLS B-1

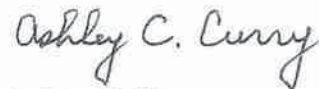
BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-1 (residential district) to Vestavia Hills B-1 (neighborhood business district):

4553 and 4557 Pine Tree Circle
Lots 14 & 15, Topfield Subdivision
Bobby and Judy Long and Edward and Marion Jones, Owner(s)

BE IT FURTHER ORDAINED that said zoning be contingent upon the following conditions:


1. Approval to be developed substantially as the site plan presented;
2. Building height limited to two (2) stories;
3. Buildings to be designed in a residential style;
4. Developers to construct a sidewalk along frontage of lots or contribute to the City's Sidewalk Fund an amount to be determined by the City Engineer based upon linear frontage and the cost of said sidewalk;
5. Lots must be resurveyed and platted as shown;
6. Private clubs, convenience stores and fast food restaurants are prohibited.

APPROVED and ADOPTED this the 27th day of March, 2017.



Ashley C. Curry
Mayor

ATTESTED BY:



Rebecca Leavings
City Clerk

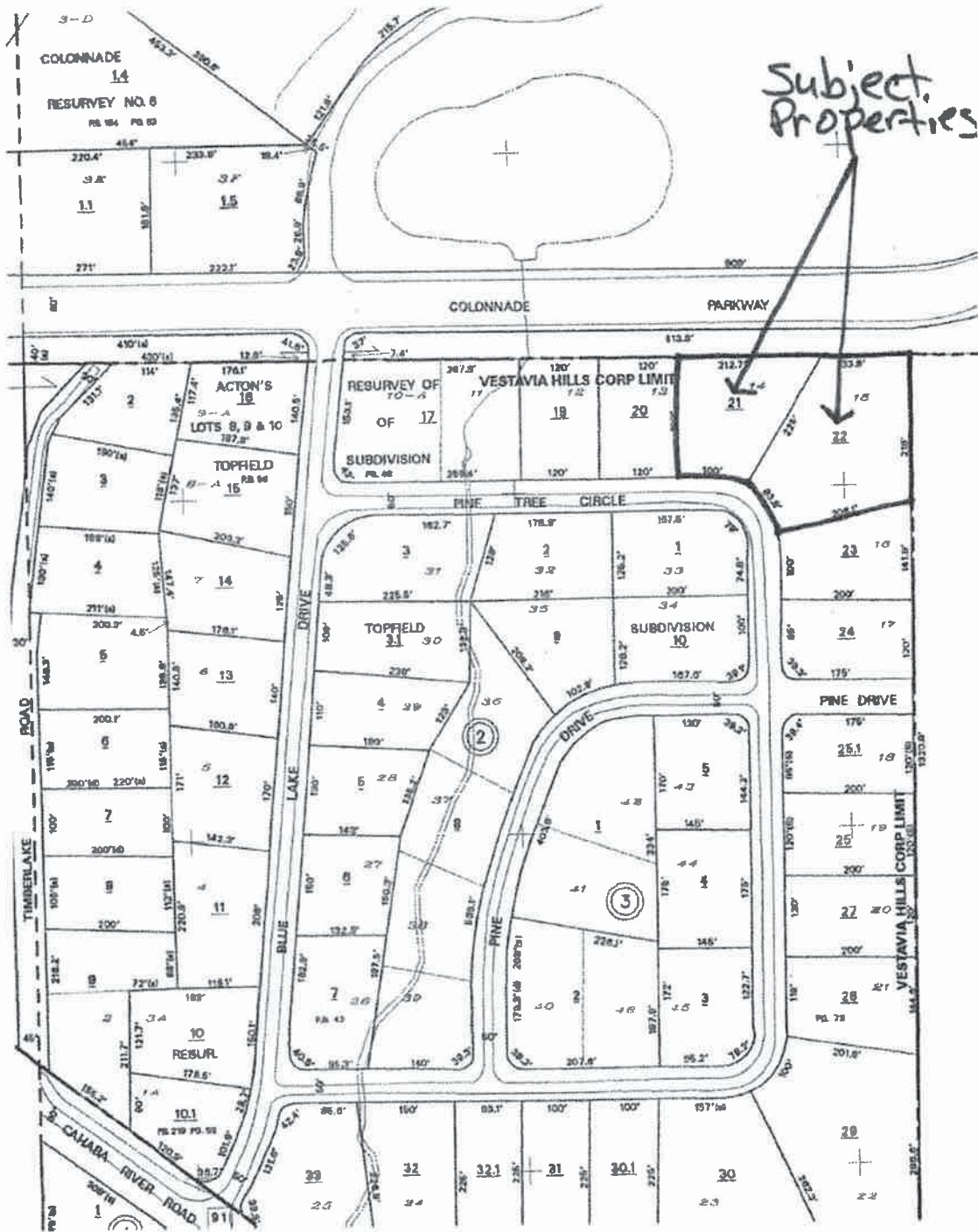
CERTIFICATION:

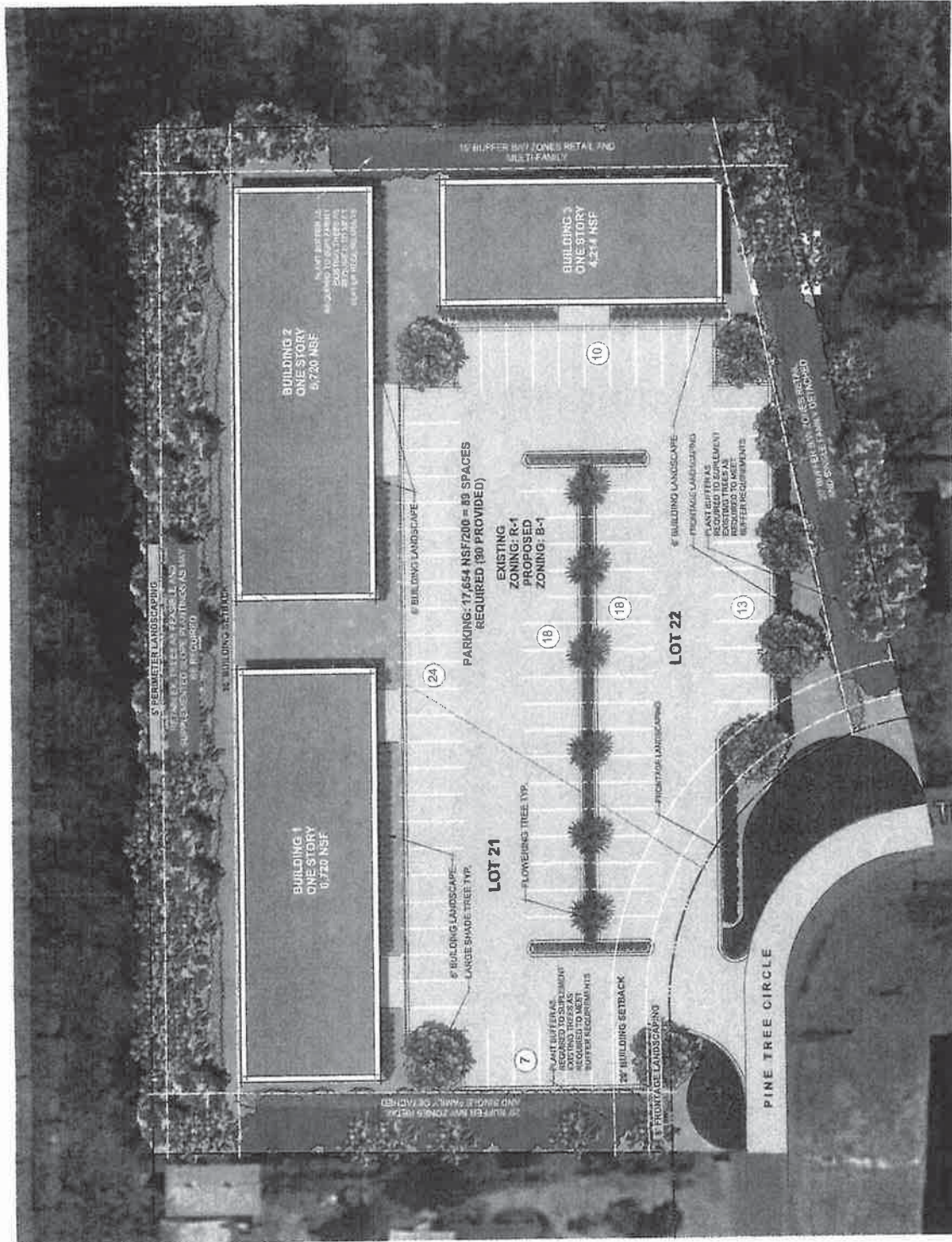
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2696 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of March, 2017 as 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 27th day of March, 2017.



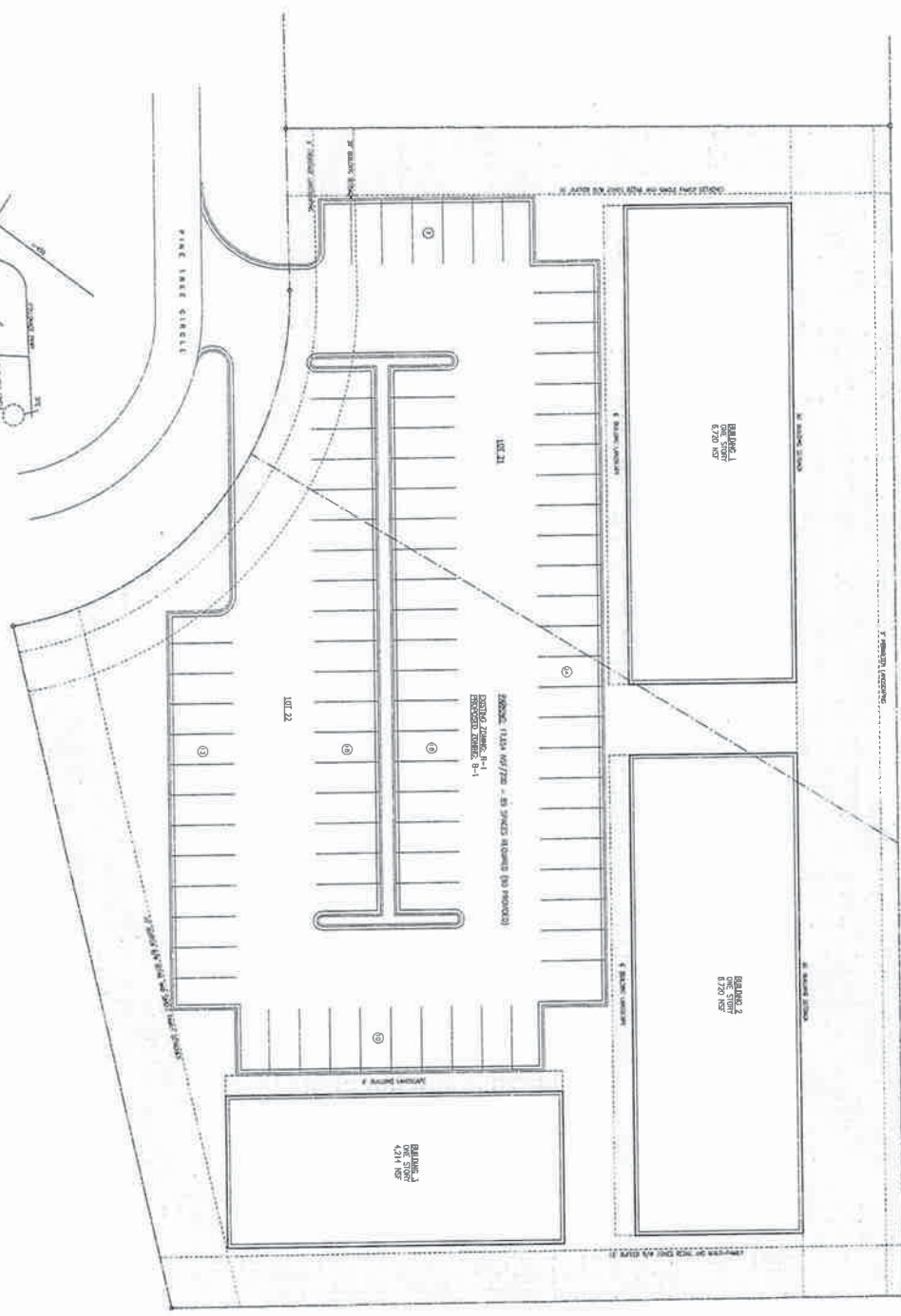
Rebecca Leavings
City Clerk







SITE PLAN
SCALE: 1" = 100'



A001

DATE: 11/15/10



STATE OF ILLINOIS
OFFICE OF THE ARCHITECT

98 E. TREE CIRCLE, WESTVALE ILL., ALTA A 35243

NO.	DATE	DESCRIPTION



ORDINANCE NUMBER 2843

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A LAND USE AGREEMENT AND ALL ASSOCIATED DOCUMENTS WITH NEW CINGULAR WIRELESS PCS, LLC FOR A STEALTH TOWER (LIGHT POLE) TO BE LOCATED AT THE SICARD HOLLOW ATHLETIC COMPLEX

WHEREAS, the City Manager has been approached by New Cingular Wireless PCS, LLC, (“Cingular”) with a request of a possible stealth tower to be disguised as a light pole on a soccer field at the Sicard Hollow Athletic Complex (“SHAC”); and

WHEREAS, construction and operation of such a tower must be approved by the City Council of the City of Vestavia Hills, Alabama (“City”) following recommendation of the Planning and Zoning Commission through a Conditional Use Approval; and

WHEREAS, Cingular has presented the following documents for execution conditioned upon successful granting of the Conditional Use by the City Council: (1) Land Lease Agreement, (2) MOL’s (3) Landlord Access Letter, and (4) Payment Direction Form; and

WHEREAS, a copy of said documents are marked as Exhibit A and are attached to and incorporated into this Ordinance Number 2843 as though written fully therein; and

WHEREAS, the City Manager has reviewed the documents and has recommended that the City Council authorize he and the Mayor to execute and deliver the documents should the Conditional Use Approval that will come before the Council on a later date be approved; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to execute and deliver said documents conditioned upon successful Conditional Use Approval at a later date.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver agreements detailed in the attached Exhibit A following successful Conditional Use Approval by the Council at a later date; and
2. This Ordinance Number 2843 shall be null and void if Conditional Use Approval is not granted by the City Council when requested by the applicant at a later date; and
3. This Ordinance Number 2843 shall become effective immediately upon adoption and approval following publication/posting as required by Alabama law.

ADOPTED and APPROVED this the 8th day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720
TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

April 3, 2019

By Electronic Mail

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Land Lease Agreement With New Cingular Wireless PCS, LLC

Dear Mr. Downes:

On April 2, 2019, you sent me via electronic mail copies of the following documents regarding the Land Lease Agreement with New Cingular Wireless PCS, LLC for a cell tower on City property along Sicard Hollow Road:

1. Land Lease Agreement.
2. Memorandum of Lease.
3. Subordination, Non-Disturbance and Attornment Agreement.

I have reviewed all three documents and, from a legal standpoint, approve the same.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Market: RALM
 Cell Site Number: USID 194907
 Cell Site Name: Liberty Park South
 Search Ring Name: _____
 Fixed Asset Number: 12778284

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the City of Vestavia Hills, Alabama, an Alabama municipal corporation, having a mailing address of 1032 Montgomery Hwy, Vestavia, AL 35216-1804 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located on Sicard Hollow Road, in the Southeast Quarter of the Southwest Quarter of Section 8, Township 18 South, Range 1 West, in the County of Jefferson, State of Alabama (collectively, the “**Property**”). Pursuant to this Agreement, Tenant will remove an existing light pole at the Property and replace it with a new functioning multi-carrier light pole which will support Tenant’s communications equipment as well as certain equipment of other telecommunications providers. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately one thousand (1,000) square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility, in accordance with the terms of this Agreement.

2. **PERMITTED USE.** Following the Effective Date, with prior approval of the initial installation plans by Landlord, Tenant hereby is granted use of the Premises in order to remove and replace the foundation together with the existing light pole on the Premises and replace the light pole with a new functioning multi-carrier light pole (the “**Pole**”) 150’ in height which shall support the lights on the existing light pole as of the Effective Date as well as Tenant’s antennas and related equipment along with additional communications equipment. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, including the Pole, associated antennas, equipment shelters or cabinets, fencing, and any other items necessary to the successful and secure use of the Premises, (collectively, the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property or any of Landlord’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”) as may reasonably be required during construction and installation of the Communication Facility. Tenant will be responsible for safely removing the lights on the existing light pole and installing them properly on the Pole. Tenant will also be responsible for making any adjustment to the lights on the Pole that may be necessary to

ensure the lights are properly positioned for Landlord's use. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility, except the Pole, within the Premises at any time during the Term, at Tenant's sole cost, but with no additional rent payable. With prior approval from Landlord, Tenant shall have the right to relocate the Pole within the Premises at any time during the Term, at Tenant's sole cost, but with no additional rent payable. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term.**"

4. **RENT.**

(a) Commencing one hundred twenty (120) days from the date Tenant receives the building permit and all other Governmental Approvals (defined below) required for its initial construction and installation of the Communication Facility (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand Four Hundred and No/100 Dollars (\$1,400.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by fifteen percent (15%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises, including without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use, and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord (i) shall promptly provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 99 and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Tenant; and (iii) shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve Tenant of its indemnity obligation, except (1) to the extent Tenant can show it was prejudiced by the delay; and (2) Tenant shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or

standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises and easements not used exclusively by Tenant, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements, as necessary to avoid any adverse impact on Tenant's ability to use the Premises for the Permitted Use under this Agreement.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises.

(c) Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If there is an interruption in electrical power for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption.

Tenant will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Tenant, of such services to be furnished or supplied by Tenant for Landlord's lights located on the Pole.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, as more fully described on **Exhibit 1** as the "30' Ingress/Egress & Utility Easement," for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no additional cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: USID 194907; Cell Site Name: Liberty Park South (AL)
 Fixed Asset #: 12778284
 575 Morosgo Drive NE
 Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: USID 194907; Cell Site Name: Liberty Park South (AL)
Fixed Asset #: 12778284
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: The City of Vestavia Hills, Alabama
1032 Montgomery HWY
Vestavia, AL 35216-1804

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, at a location approved by Landlord, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, at a location approved by Landlord, at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. Tenant acknowledges and agrees that Landlord shall have the right to disapprove of a proposed location for any such temporary facilities on the Property if Landlord, in its sole discretion, determines that the placement of such temporary facilities at such proposed temporary location would interfere with the use and operation of the Property by Landlord, or any other tenant or occupant thereof. If Landlord determines not to restore the Property, and such restoration be necessary for Tenant's use of the Premises and/or Communication Facility, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or

personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Tenant and Landlord acknowledge and agree that Landlord, as a municipal corporation, is exempt from property taxes on Landlord's property, and that Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate, or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord. Notwithstanding the foregoing, Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method, and all taxes and fees imposed in connection with a sale of the Property or assignment of the Rent payments by Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than forty-five (45) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than sixty (60) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written notice of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant.

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide Tenant's address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's address changes by notice to Landlord, Landlord shall be required to provide Tenant's new address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's

full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, in Tenant's commercially reasonable discretion, Landlord shall be prohibited from selling, leasing or using any areas of the Property within an one thousand (1,000) foot radius of the Premises for purposes of any future installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. LEGAL AND PROFESSIONAL FEES. Tenant agrees to reimburse Landlord for costs incurred by Landlord for professional services in connection with the negotiation of this Agreement in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (the "**Legal Fees**"). The Legal Fees will be forwarded by Tenant to Landlord within forty-five (45) days after the execution of this Agreement.

24. COLLOCATOR FEE. In the event Tenant sublets or licenses space on the Communication Facility to a non-AT&T Affiliate, third-party collocator ("**Collocator**"), Tenant shall remit Five Hundred and No/100 Dollars (\$500.00) per month to Landlord (the "**Collocator Fee**"), partial periods to be prorated. The Collocator Fee shall be due and payable within thirty (30) days after Tenant's receipt of Collocator's rental, license or similar payments. Landlord acknowledges and agrees that the Collocator Fee may or may not be passed through as a cost to Collocator. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Collocator Fee for each Collocator. Tenant shall have no obligation for payment of the Collocator Fee to Landlord if no rental, license or similar payment is actually received by Tenant from Collocator. Non-payment of such rental, license or similar payment by Collocator shall not be an event of default under this Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Tenant to do so. Landlord acknowledges that Landlord shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Collocator. Landlord will have the right to request from Tenant an annual accounting of the number of Collocator(s) using the Premises each year, and the Collocator Fee paid for the site (if any), to be provided to the Landlord on an electronic basis, provided that Landlord executes a confidentiality agreement for any records and/or documents deemed confidential by Tenant, such as any Collocator sublease, included in the

annual report. Landlord shall maintain the confidentiality of any and all records provided to it by Tenant which are not required to be made public pursuant to Applicable Laws.

25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 26(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a

person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(n) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(o) **Further Acts.** Upon request, either party will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as the other party may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

The City of Vestavia Hills, Alabama
an Alabama municipal corporation

By: _____
Print Name: Ashley C. Curry
Its: Mayor and City Council President
Date: _____

By: _____
Print Name: Jeffrey D. Downes
Its: City Manager
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: Area Manager
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the ____ day of _____, 2019, before me personally appeared _____, and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the ____ day of _____, 2019, before me, personally appeared Ashley C. Curren, who acknowledged under oath, that he is the Mayor and City Council President for the City of Vestavia Hills, the Landlord named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

On the ____ day of _____, 2019, before me, personally appeared Jeffrey D. Downes, who acknowledged under oath, that he is the City Manager for the City of Vestavia Hills, the Landlord named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 6

to the Land Lease Agreement dated _____, 2019, by and between the City of Vestavia Hills, Alabama, an Alabama municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT TRACT (BOOK LR200616, PAGE 16634)**TRACT 2 DESCRIPTION:**

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 8 in and the North 1/2 of the Northwest 1/4 of Section 17, all in Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 17, Township 18 South, Range 1 West and run South 00 degrees 39 minutes 29 seconds East for 849.95 feet to a point on the Southerly right-of-way of Sicard Hollow Road and the point of beginning of a non-tangent curve to the right, of which the radius point lies South 38 degrees 38 minutes 59 seconds East, a radial distance of 532.96 feet; thence run Northeasterly along said right-of-way and said arc, through a central angle of 05 degrees 44 minutes 23 seconds, a distance of 53.39 feet; thence run North 57 degrees 05 minutes 24 seconds East along said right-of-way for 59.64 feet to the point of beginning of a curve to the left, having a radius of 269.18 feet and a central angle of 36 degrees 22 minutes 59 seconds; thence run Northeasterly along said right-of-way and said arc a distance of 170.93 feet; thence run North 20 degrees 42 minutes 25 seconds East along said right-of-way for 58.43 feet to the point of beginning of a curve to the right, having a radius of 676.20 feet and a central angle of 07 degrees 36 minutes 28 seconds; thence run Northeasterly along said right-of-way and said arc a distance of 89.79 feet to the point of beginning of the tract of land herein described; thence run South 40 degrees 59 minutes 25 seconds East for 369.80 feet; thence run South 15 degrees 58 minutes 36 seconds East for 286.82 feet; thence run South 60 degrees 26 minutes 23 seconds East for 109.14 feet; thence run North 46 degrees 40 minutes 00 seconds East for 988.15 feet; thence run North 61 degrees 21 minutes 53 seconds East for 583.42 feet; thence run North 45 degrees 57 minutes 26 seconds East for 1,027.52 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence run North 00 degrees 50 minutes 58 seconds West along the East line of said 1/4-1/4 section for 830.48 feet to the Northeast Corner of said 1/4-1/4 section; thence run South 89 degrees 00 minutes 04 seconds West along the North line of said 1/4-1/4 section for 1,251.94 feet to a point on the Easterly right-of-way of Sicard Hollow Road and the point of beginning of a non-tangent curve to the left, of which the radius point lies South 52 degrees 21 minutes 23 seconds East, a radial distance of 278.31 feet; thence run Southerly along said right-of-way and said arc, through a central angle of 43 degrees 55 minutes 15 seconds, a distance of 213.34 feet, thence run South 06 degrees 16 minutes 37 seconds East along said right-of-way for 303.73 feet to the point of beginning of a curve to the right, having a radius of 517.47 feet and a central angle of 52 degrees 50 minutes 01 seconds; thence run Southerly along said right-of-way and said arc a distance of 477.17 feet; thence run South 46 degrees 33 minutes 24 seconds West along said right-of-way for 1,115.47

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 6

feet to the point of beginning of a curve to the left, having a radius of 676.20 feet and a central angle of 18 degrees 14 minutes 32 seconds; thence run Southwesterly along said right-of-way and said arc a distance of 215.29 feet to the point of beginning, containing 62.93 acres, more or less.

The Premises are described and/or depicted as follows:

50' X 20' LEASE AREA (AS-SURVEYED)

A leased parcel being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Weygand) at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet from a 1/2" capped rebar found (Weygand) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; thence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; thence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; thence N 55°50'14" E for a distance of 20.00 feet to a 5/8" rebar set; thence S 34°09'46" E for a distance of 50.00 feet to the Point of Beginning. Said above described leased parcel contains 0.023 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

An easement being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Weygand) at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet from a 1/2" capped rebar found (Weygand) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; thence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; thence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; thence N 55°50'14" E for a distance of 10.00 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence N 35°17'16" W for a distance of 42.10 feet to a point; thence N 78°34'53" W for a distance of 30.16 feet to a point; thence S 57°34'53" W for a distance of 130.76 feet to a point; thence with a curve turning to the right with a radius of 4.78 feet, an arc length of 6.10 feet, and having a chord bearing of S 73°51'03" E for a chord length of 5.70 feet to a point; thence N 32°17'15" W for a distance of 107.26

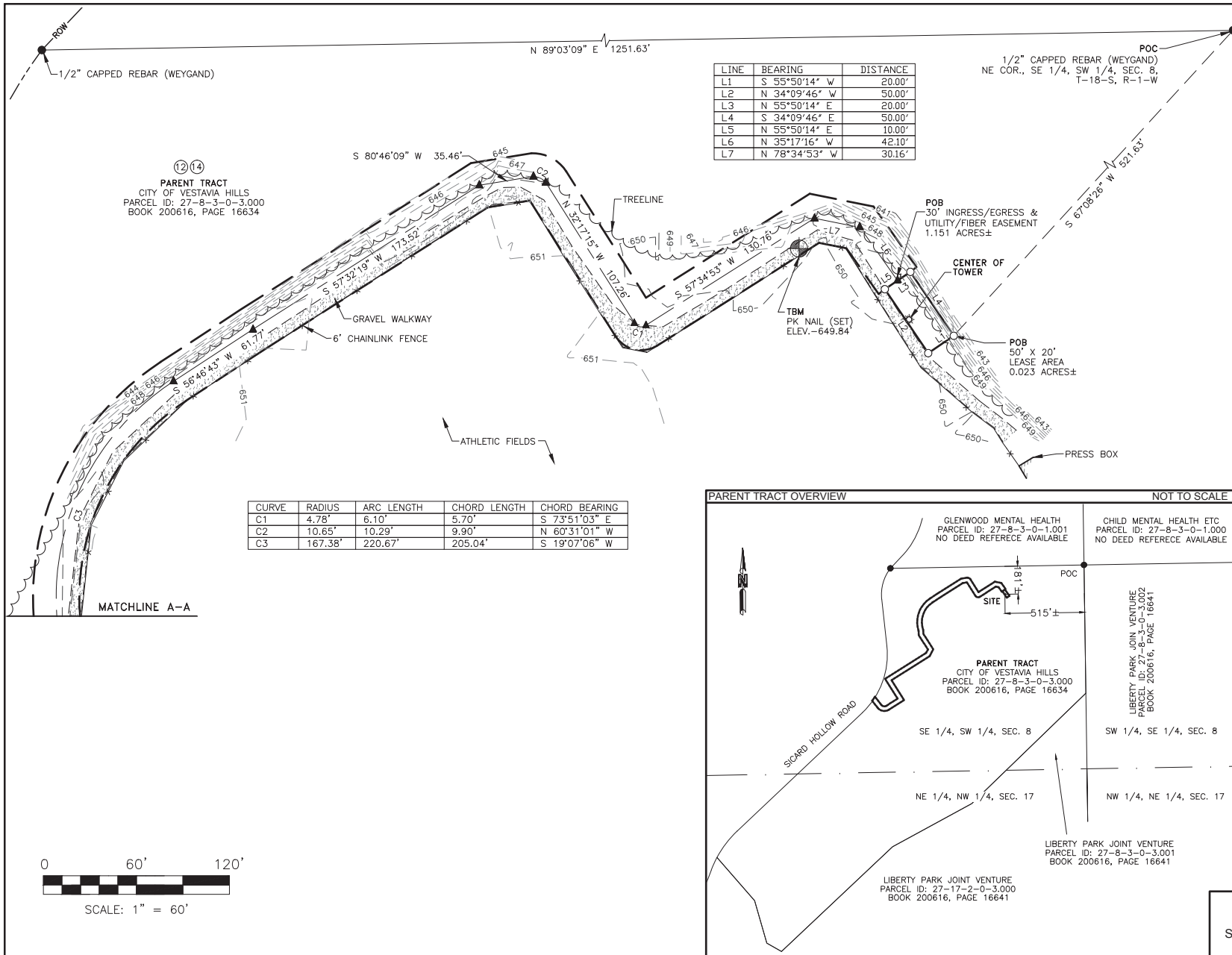
DESCRIPTION OF PROPERTY AND PREMISES

Page 3 of 6

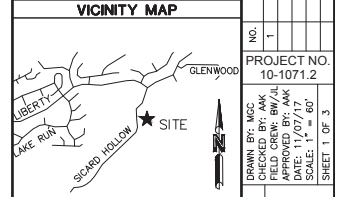
feet to a point; thence with a curve turning to the left with a radius of 10.65 feet, an arc length of 10.29 feet, and having a chord bearing of N 60°31'01" W for a chord length of 9.90 feet to a point; thence S 80°46'09" W for a distance of 35.46 feet to a point; thence S 57°32'19" W for a distance of 173.52 feet to a point; thence S 56°46'43" W for a distance of 61.77 feet to a point; thence with a curve turning to the left with a radius of 167.38 feet, an arc length of 220.67 feet and having a chord bearing of S 19°07'06" W for a chord length of 205.04 feet to a point; thence S 03°38'34" E for a distance of 28.00 feet to a point; thence S 32°41'56" E for a distance of 112.81 feet to a point; thence S 27°12'38" W for a distance of 37.31 feet to a point; thence S 57°39'55" W for a distance of 303.44 feet to a point; thence S 32°17'31" E for a distance of 151.81 feet to a point; thence S 57°42'29" W for a distance of 101.22 feet to a point; thence with a curve turning to the right with a radius of 40.00 feet, an arc length of 59.09 feet and having a chord bearing of S 79°58'06" E for a chord length of 53.87 feet to a point; thence N 37°38'41" W for a distance of 61.29 feet, more or less, to the easterly right-of-way line of Sicard Hollow Road and the Point of Ending. Said above described easement contains (50174.4 sq. ft.) 1.151 acres, more or less.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



TOWER INFO	
LATITUDE: 33°28'37.282" N	BY
LONGITUDE: 86°40'02.056" W	DATE
(NAD 83)	11/27/17
GROUND ELEVATION: 649.4'	REVISION
ABOVE MEAN SEA LEVEL (NAVD88)	ADDED TITLE COMMITMENT
	NO.
	1



ALABAMA WEST

GRID NORTH

GRID TO TRUE NORTH CONVERGENCE 0'27"

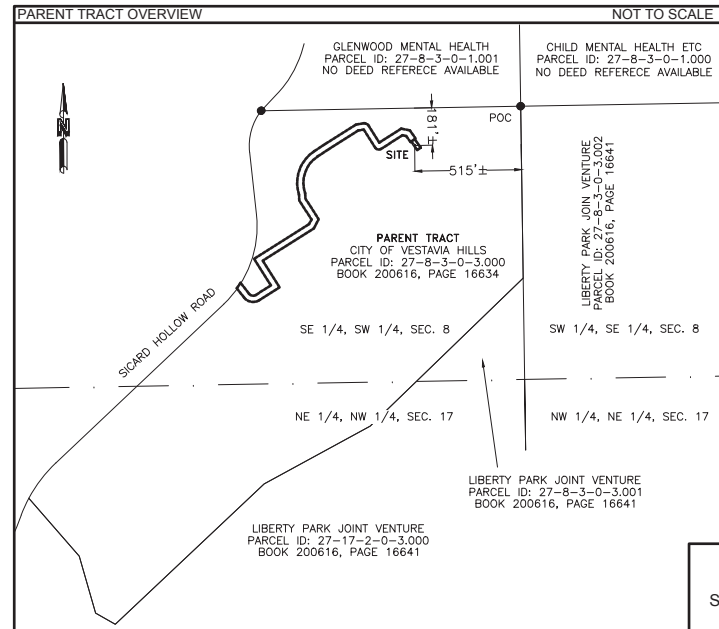
TRUE NORTH TO MAGNETIC DECLINATION 3.31" W

COMBINED SCALE FACTOR 1.000007163

- LEGEND**
- = 5/8" REBAR SET
 - = FOUND PROPERTY MARKER
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - POE = POINT OF ENDING
 - TBM = TEMPORARY BENCHMARK
 - ▲ = CALCULATED POINT
 - (R) = REFERENCED INFORMATION
 - (M) = MEASURED
 - ☼ = LIGHT POLE
 - ⊙ = POWER POLE
 - ⊞ = ELECTRIC BOX
 - ⊞ = POWER BOX
 - ⊞ = TELEPHONE PEDESTAL
- = RIGHT-OF-WAY
- - - - - = OVERHEAD POWER

FLOOD NOTE

By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 01073C0581G, which bears an effective date of September 9, 2006 and IS NOT in a special flood hazard area. Zone 'X': Areas determined to be outside the 0.2% annual chance floodplain.



LIBERTY PARK SOUTH

12778284

SW 1/4, SEC. 8, T-18-S, R-1-W

JEFFERSON COUNTY, ALABAMA

RAWLAND TOWER SURVEY

FORESITE

3975 SEBURY ROAD

VESTAVIA HILLS, AL 35243

FOR: SMW Engineering Group, Inc.

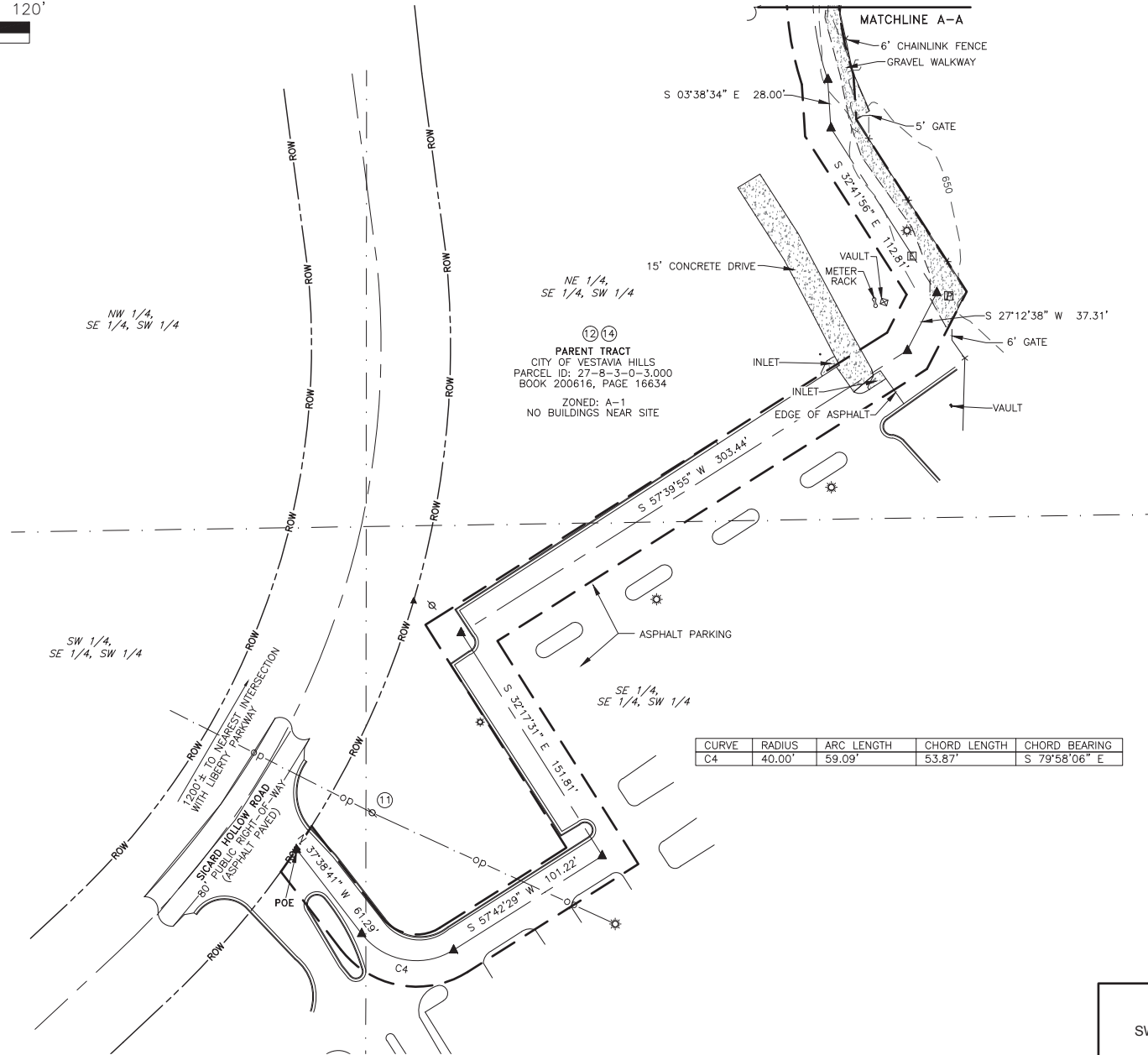
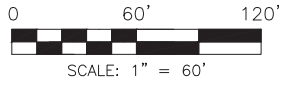
158 Business Center Drive

Birmingham, Alabama 35244

Ph: 205-252-6985

www.smweng.com

SMW ENGINEERING GROUP, INC.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C4	40.00'	59.09'	53.87'	S 79°58'06" E

NO.	REVISION	DATE	BY
1	ADDED TITLE COMMENT	11/27/17	MC

PROJECT NO. 10-1071.2

DRAWN BY: MCC
 CHECKED BY: AKK
 APPROVED BY: MAK
 DATE: 11/07/17
 SCALE: 1" = 60'
 SHEET 2 OF 3

RAWLAND TOWER SURVEY
 FORESITE
 3975 SEBURY ROAD
 VESTAVIA HILLS, AL 35543

SMW Engineering Group, Inc.
 158 Business Center Drive
 Birmingham, Alabama 35244
 Ph: 205-252-6985
 www.smweng.com

LIBERTY PARK SOUTH
 12778284
 SW 1/4, SEC. 8, T-18-S, R-1-W
 JEFFERSON COUNTY, ALABAMA

PARENT TRACT (BOOK LR200616, PAGE 16634)

TRACT 2 DESCRIPTION:

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50' X 20' LEASE AREA (AS-SURVEYED)

A leased parcel being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

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30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

An easement being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Weygand) at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet from a 1/2" capped rebar found (Weygand) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; thence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; thence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; thence N 55°50'14" E for a distance of 10.00 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence N 35°17'16" W for a distance of 42.10 feet to a point; thence N 78°34'53" W for a distance of 30.16 feet to a point; thence S 57°34'53" W for a distance of 130.76 feet to a point; thence with a curve turning to the right with a radius of 4.78 feet, an arc length of 6.10 feet, and having a chord bearing of S 73°51'03" E for a chord length of 5.70 feet to a point; thence N 32°17'15" W for a distance of 107.26 feet to a point; thence with a curve turning to the left with a radius of 10.65 feet, an arc length of 10.29 feet, and having a chord bearing of N 60°31'01" W for a chord length of 9.90 feet to a point; thence S 80°46'09" W for a distance of 35.46 feet to a point; thence S 57°32'19" W for a distance of 173.52 feet to a point; thence S 56°46'43" W for a distance of 61.77 feet to a point; thence with a curve turning to the left with a radius of 167.38 feet, an arc length of 220.67 feet and having a chord bearing of S 19°07'06" W for a chord length of 205.04 feet to a point; thence S 03°38'34" E for a distance of 28.00 feet to a point; thence S 32°41'56" E for a distance of 112.81 feet to a point; thence S 27°12'38" W for a distance of 37.31 feet to a point; thence S 57°39'55" W for a distance of 303.44 feet to a point; thence S 32°17'31" E for a distance of 151.81 feet to a point; thence S 57°42'29" W for a distance of 101.22 feet to a point; thence with a curve turning to the right with a radius of 40.00 feet, an arc length of 59.09 feet and having a chord bearing of S 79°58'06" E for a chord length of 53.87 feet to a point; thence N 37°38'41" W for a distance of 61.29 feet, more or less, to the easterly right-of-way line of Sicard Hollow Road and the Point of Ending. Said above described easement contains (50174.4 sq. ft.) 1.151 acres, more or less.

PLOTTABLE EXCEPTIONS
Chicago Title Insurance Company
Commitment for Title Insurance Commitment No. 5650M-17
Date October 6, 2017 @ 8:00 a.m.
Schedule B, Section II

Exception No.	Instrument	Comment
1-9		Standard exceptions. Cannot be addressed by a Surveyor.
⑩	Instr. LR200616, Pg 16644	Does affect Easement, blanket in nature.
⑪	Vol. 4066, Pg. 466 Vol. 4648, Pg. 319 Instr. LR201008, Pg 544 Instr. LR201101, Pg 20252 Instr. LR201101, Pg 20258 Instrument 2016106893	Does affect Parent tract, blanket in nature. Does affect Parent tract, blanket in nature. Does affect Parent tract, blanket in nature. Does affect Parent tract, blanket in nature. Does affect Parent tract, blanket in nature. Standard exception. Contains no surveying matters.
⑫	Instr. LR200616, Pg 16654	Describes Parent tract as shown.
⑬	Real 281, PG 267	Right-of-Way easement, does not affect.
⑭	Instr. LR201102, Pg 10693	Describes Parent tract as shown.
	Instr. LR201463, Pg 28613	Describes Parent tract as shown.
⑮	Instr. LR201104, Pg 21377	Document is illegible, affects cannot be determined.

SURVEYOR'S NOTES

- This is an Raw Land Tower Survey, made on the ground under the supervision of a Alabama Registered Land Surveyor. Date of field survey is October 30, 2017.
- The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 14Z.
- Bearings are based on Alabama West State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- Benchmark used is a GPS Continuously Operating Reference Station, PID D13826. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 85.
- This survey was conducted for the purpose of an Raw Land Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted with the benefit of an Abstract Title search.
- Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
- Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1":15,000") and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
- This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
- Zoning Information (As-Provided)
Jurisdiction: Vestavia Hills
Classification: NA
District: MXD (Mixed Use)
Setbacks: N/A
Adjacent Zoning-North: PUD
Adjacent Zoning-South: MXD
Adjacent Zoning-East: MXD
Adjacent Zoning-West: MXD

SURVEYOR'S CERTIFICATION

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

PRELIMINARY UNTIL FINALIZED WITH SIGNATURE AND SEAL

Andrew A. Kramer
Alabama License No. 29990

DATE	BY
11/27/17	MC
REVISION	
ADDED TITLE COMMITMENT	
NO.	
1	
PROJECT NO.	
10-1071.2	
DRAWN BY: MCC	
CHECKED BY: AKK	
APPROVED BY: AKK	
DATE: 11/07/17	
SCALE: N/A	
SHEET 3 OF 3	

RAWLAND TOWER SURVEY
FOR:
SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com

FOR:
SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com



LIBERTY PARK SOUTH
12778284
SW 1/4, SEC. 8, T-18-S, R-1-W
JEFFERSON COUNTY, ALABAMA

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

NONE

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to New Cingular Wireless PCS, LLC

Dear Building and Security Staff,

Please be advised that we have signed a lease with New Cingular Wireless, PCS, LLC (“AT&T”) permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

SOURCE OF TITLE:

**Book LR200616, Page 16634
Office of the Judge of Probate,
Jefferson County, Alabama**

Prepared by and return to:

Rosenberg & Clark, LLC
400 Poydras Street, Suite 1680
New Orleans, LA 70130
Attn: Staci A. Rosenberg
(504) 620-5400

Re: Cell Site #: USID 194907
Cell Site Name: Liberty Park South
Fixed Asset #: 12778284
State: Alabama
County: Jefferson

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2019, by and between the City of Vestavia Hills, Alabama, an Alabama municipal corporation, having a mailing address of 1032 Montgomery HWY, Vestavia, AL 35216-1804 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the ____ day of _____, 2019, (the "**Effective Date**") for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

“LANDLORD”

The City of Vestavia Hills, Alabama
an Alabama municipal corporation

By: _____
Print Name: Ashley C. Curry
Its: Mayor and City Council President
Date: _____

By: _____
Print Name: Jeffrey D. Downes
Its: City Manager
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: Area Manager
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the ____ day of _____, 2019, before me personally appeared _____, and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the ____ day of _____, 2019, before me, personally appeared Ashley C. Curren, who acknowledged under oath, that he is the Mayor and City Council President for the City of Vestavia Hills, the Landlord named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

STATE OF _____

COUNTY OF _____

On the ____ day of _____, 2019, before me, personally appeared Jeffrey D. Downes, who acknowledged under oath, that he is the City Manager for the City of Vestavia Hills, the Landlord named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 6

to the Memorandum of Lease dated _____, 2019, by and between the City of Vestavia Hills, Alabama, an Alabama municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT TRACT (BOOK LR200616, PAGE 16634)**TRACT 2 DESCRIPTION:**

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 8 in and the North 1/2 of the Northwest 1/4 of Section 17, all in Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 17, Township 18 South, Range 1 West and run South 00 degrees 39 minutes 29 seconds East for 849.95 feet to a point on the Southerly right-of-way of Sicard Hollow Road and the point of beginning of a non-tangent curve to the right, of which the radius point lies South 38 degrees 38 minutes 59 seconds East, a radial distance of 532.96 feet; thence run Northeasterly along said right-of-way and said arc, through a central angle of 05 degrees 44 minutes 23 seconds, a distance of 53.39 feet; thence run North 57 degrees 05 minutes 24 seconds East along said right-of-way for 59.64 feet to the point of beginning of a curve to the left, having a radius of 269.18 feet and a central angle of 36 degrees 22 minutes 59 seconds; thence run Northeasterly along said right-of-way and said arc a distance of 170.93 feet; thence run North 20 degrees 42 minutes 25 seconds East along said right-of-way for 58.43 feet to the point of beginning of a curve to the right, having a radius of 676.20 feet and a central angle of 07 degrees 36 minutes 28 seconds; thence run Northeasterly along said right-of-way and said arc a distance of 89.79 feet to the point of beginning of the tract of land herein described; thence run South 40 degrees 59 minutes 25 seconds East for 369.80 feet; thence run South 15 degrees 58 minutes 36 seconds East for 286.82 feet; thence run South 60 degrees 26 minutes 23 seconds East for 109.14 feet; thence run North 46 degrees 40 minutes 00 seconds East for 988.15 feet; thence run North 61 degrees 21 minutes 53 seconds East for 583.42 feet; thence run North 45 degrees 57 minutes 26 seconds East for 1,027.52 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 8; thence run North 00 degrees 50 minutes 58 seconds West along the East line of said 1/4-1/4 section for 830.48 feet to the Northeast Corner of said 1/4-1/4 section; thence run South 89 degrees 00 minutes 04 seconds West along the North line of said 1/4-1/4 section for 1,251.94 feet to a point on the Easterly right-of-way of Sicard Hollow Road and the point of beginning of a non-tangent curve to the left, of which the radius point lies South 52 degrees 21 minutes 23 seconds East, a radial distance of 278.31 feet; thence run Southerly along said right-of-way and said arc, through a central angle of 43 degrees 55 minutes 15 seconds, a distance of 213.34 feet, thence run South 06 degrees 16 minutes 37 seconds East along said right-of-way for 303.73 feet to the point of beginning of a curve to the right, having a radius of 517.47 feet and a central angle of 52 degrees 50 minutes 01 seconds; thence run Southerly along said right-of-way and said arc a distance of 477.17 feet; thence run South 46 degrees 33 minutes 24 seconds West along said right-of-way for 1,115.47 feet to the point of beginning of a curve to the left, having a radius of 676.20 feet and a central angle of 18 degrees 14 minutes 32 seconds; thence run Southwesterly along said right-of-

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 6

way and said arc a distance of 215.29 feet to the point of beginning, containing 62.93 acres, more or less.

The Premises are described and/or depicted as follows:

50' X 20' LEASE AREA (AS-SURVEYED)

A leased parcel being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Weygand) at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet from a 1/2" capped rebar found (Weygand) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; thence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; thence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; thence N 55°50'14" E for a distance of 20.00 feet to a 5/8" rebar set; thence S 34°09'46" E for a distance of 50.00 feet to the Point of Beginning. Said above described leased parcel contains 0.023 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

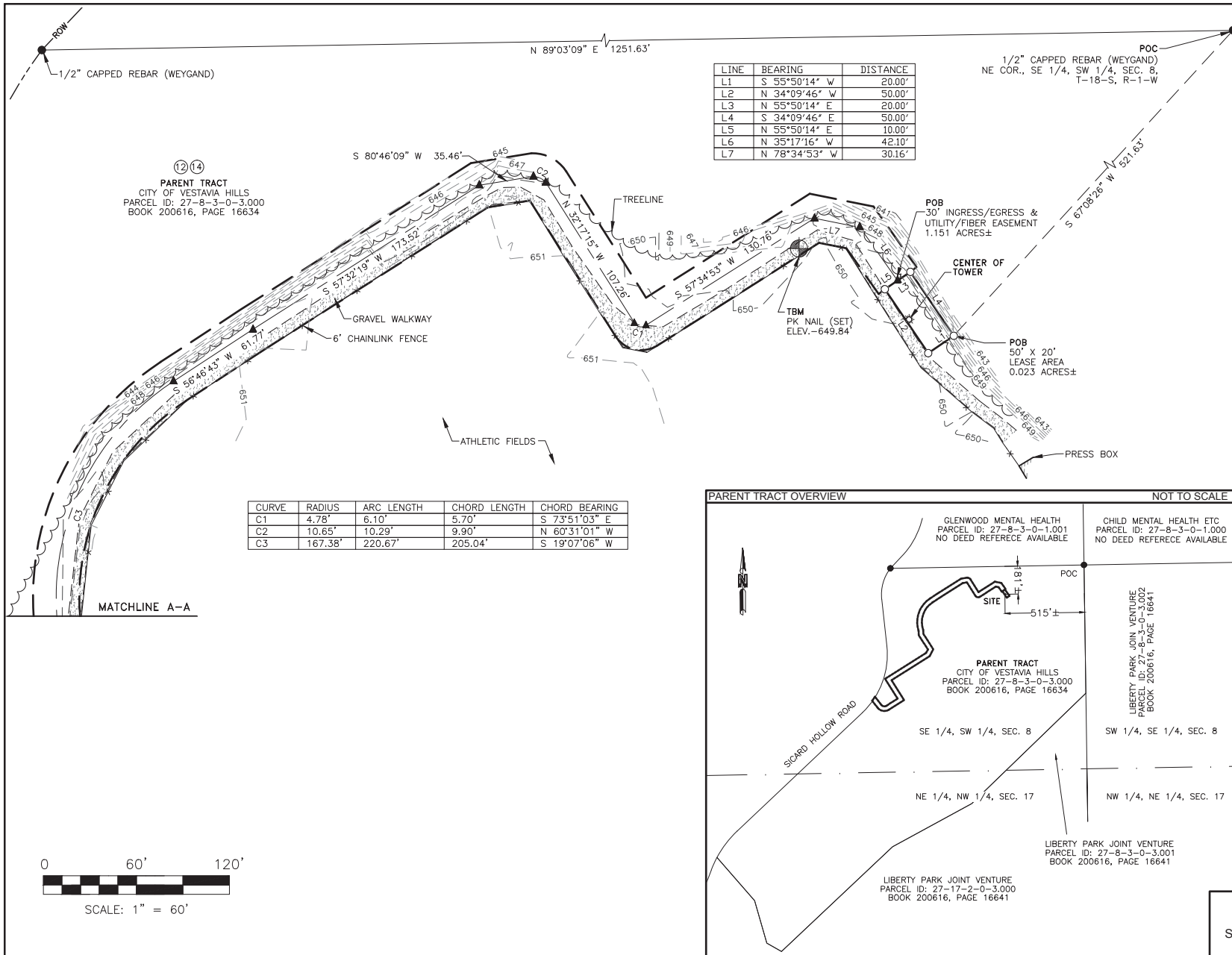
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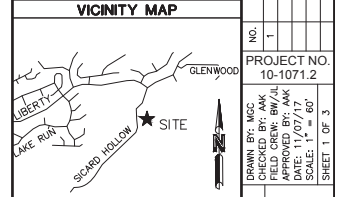
DESCRIPTION OF PROPERTY AND PREMISES

Page 3 of 6

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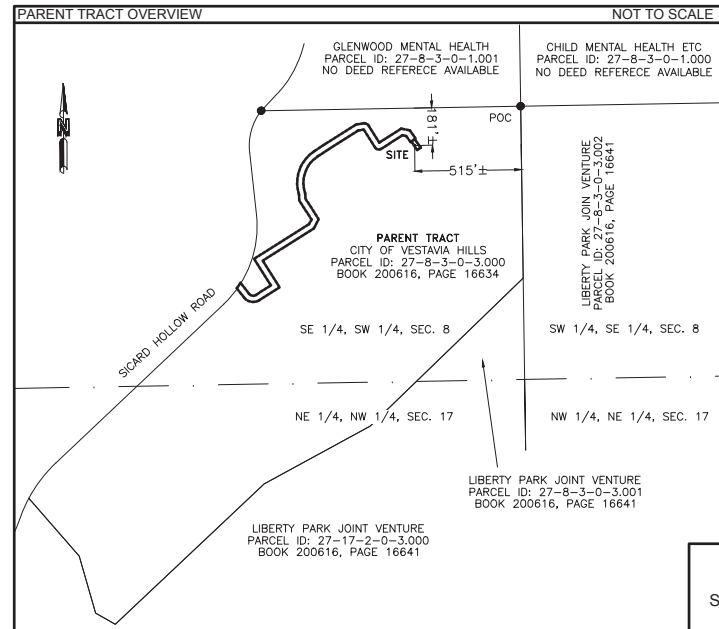
TOWER INFO			
LATITUDE:	33°28'37.282" N	DATE:	11/27/17
LONGITUDE:	86°40'02.056" W	REVISION:	
(NAD 83)		ADDED TITLE COMMITMENT:	
GROUND ELEVATION:	649.4'	NO.	1
ABOVE MEAN SEA LEVEL (NAVD88)		PROJECT NO.	10-1071.2



ALABAMA WEST	
GRID TO TRUE NORTH CONVERGENCE	0'27"
TRUE NORTH TO MAGNETIC DECLINATION	3.31' W
COMBINED SCALE FACTOR	1.000007163

LEGEND	
○	= 5/8" REBAR SET
●	= FOUND PROPERTY MARKER
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
POE	= POINT OF ENDING
TBM	= TEMPORARY BENCHMARK
▲	= CALCULATED POINT
(R)	= REFERENCED INFORMATION
(M)	= MEASURED
☼	= LIGHT POLE
⊙	= POWER POLE
⊞	= ELECTRIC BOX
⊞	= POWER BOX
⊞	= TELEPHONE PEDESTAL

FLOOD NOTE
 By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 01073C0581G, which bears an effective date of September 9, 2006 and IS NOT in a special flood hazard area. Zone 'X': Areas determined to be outside the 0.2% annual chance floodplain.



DRAWN BY: MCC CHECKED BY: AKK APPROVED BY: MJK DATE: 11/07/17 SCALE: 1" = 60' SHEET 1 OF 3	FORESITE 3975 SEBURY ROAD VESTAVIA HILLS, AL 35243
	RAWLAND TOWER SURVEY
	SMW Engineering Group, Inc. 158 Business Center Drive Birmingham, Alabama 35244 Ph: 205-252-6985 www.smweng.com
	LIBERTY PARK SOUTH 12778284 SW 1/4, SEC. 8, T-18-S, R-1-W JEFFERSON COUNTY, ALABAMA



PARENT TRACT (BOOK LR200616, PAGE 16634)

TRACT 2 DESCRIPTION:

A tract of land situated in the South 1/2 of the Southwest 1/4 of Section 8 in and the North 1/2 of the Northwest 1/4 of Section 17, all in Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

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50' X 20' LEASE AREA (AS-SURVEYED)

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30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

An easement being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

Commencing at a 1/2" capped rebar found (Weygand) at the northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 8; said rebar bearing N 89°03'09" E along the north line of said Southwest 1/4 for a distance of 1251.63 feet from a 1/2" capped rebar found (Weygand) on the westerly Right-of-Way line of Sicard Hollow Road and marking the NW corner of said certain tract; thence S 67°08'26" W a distance of 521.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 55°50'14" W for a distance of 20.00 feet to a 5/8" rebar set; thence N 34°09'46" W for a distance of 50.00 feet to a 5/8" rebar set; thence N 55°50'14" E for a distance of 10.00 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence N 35°17'16" W for a distance of 42.10 feet to a point; thence N 78°34'53" W for a distance of 30.16 feet to a point; thence S 57°34'53" W for a distance of 130.76 feet to a point; thence with a curve turning to the right with a radius of 4.78 feet, an arc length of 6.10 feet, and having a chord bearing of S 73°51'03" E for a chord length of 5.70 feet to a point; thence N 32°17'15" W for a distance of 107.26 feet to a point; thence with a curve turning to the left with a radius of 10.65 feet, an arc length of 10.29 feet, and having a chord bearing of N 60°31'01" W for a chord length of 9.90 feet to a point; thence S 80°46'09" W for a distance of 35.46 feet to a point; thence S 57°32'19" W for a distance of 173.52 feet to a point; thence S 56°46'43" W for a distance of 61.77 feet to a point; thence with a curve turning to the left with a radius of 167.38 feet, an arc length of 220.67 feet and having a chord bearing of S 19°07'06" W for a chord length of 205.04 feet to a point; thence S 03°38'34" E for a distance of 28.00 feet to a point; thence S 32°41'56" E for a distance of 112.81 feet to a point; thence S 27°12'38" W for a distance of 37.31 feet to a point; thence S 57°39'55" W for a distance of 303.44 feet to a point; thence S 32°17'31" E for a distance of 151.81 feet to a point; thence S 57°42'29" W for a distance of 101.22 feet to a point; thence with a curve turning to the right with a radius of 40.00 feet, an arc length of 59.09 feet and having a chord bearing of S 79°58'06" E for a chord length of 53.87 feet to a point; thence N 37°38'41" W for a distance of 61.29 feet, more or less, to the easterly right-of-way line of Sicard Hollow Road and the Point of Ending. Said above described easement contains (50174.4 sq. ft.) 1.151 acres, more or less.

PLOTTABLE EXCEPTIONS
Chicago Title Insurance Company
Commitment for Title Insurance Commitment No. 5650M-17
Date October 6, 2017 @ 8:00 a.m.
Schedule B, Section II

Exception No.	Instrument	Comment
1-9		Standard exceptions. Cannot be addressed by a Surveyor.
⑩	Instr. LR200616, Pg 16644	Does affect Easement, blanket in nature.
⑪	Vol. 4066, Pg. 466 Vol. 4648, Pg. 319 Instr. LR201008, Pg 544 Instr. LR201101, Pg 20252 Instr. LR201101, Pg 20258 Instrument 2016106893	Does affect Parent tract, blanket in nature. Does affect Parent tract, blanket in nature. Does affect Parent tract, blanket in nature. Does affect Parent tract, blanket in nature. Does affect Parent tract, blanket in nature. Standard exception. Contains no surveying matters.
⑫	Instr. LR200616, Pg 16654	Describes Parent tract as shown.
⑬	Real 281, PG 267	Right-of-Way easement, does not affect.
⑭	Instr. LR201102, Pg 10693	Describes Parent tract as shown.
⑮	Instr. LR201463, Pg 28613 Instr. LR201104, Pg 21377	Describes Parent tract as shown. Document is illegible, affects cannot be determined.

SURVEYOR'S NOTES

- This is an Raw Land Tower Survey, made on the ground under the supervision of a Alabama Registered Land Surveyor. Date of field survey is October 30, 2017.
- The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 14Z.
- Bearings are based on Alabama West State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- Benchmark used is a GPS Continuously Operating Reference Station, PID D13826. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 85.
- This survey was conducted for the purpose of an Raw Land Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted with the benefit of an Abstract Title search.
- Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
- Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1":15,000") and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
- This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
- Zoning Information (As-Provided)
Jurisdiction: Vestavia Hills
Classification: NA
District: MXD (Mixed Use)
Setbacks: N/A
Adjacent Zoning-North: PUD
Adjacent Zoning-South: MXD
Adjacent Zoning-East: MXD
Adjacent Zoning-West: MXD

SURVEYOR'S CERTIFICATION

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

PRELIMINARY UNTIL FINALIZED WITH SIGNATURE AND SEAL

Andrew A. Kramer
Alabama License No. 29990

DATE	BY
11/27/17	MC
REVISION	
ADDED TITLE COMMITMENT	
NO.	
1	
PROJECT NO.	
10-1071.2	
DRAWN BY: MCC	
CHECKED BY: AKK	
APPROVED BY: AKK	
DATE: 11/07/17	
SCALE: N/A	
SHEET 3 OF 3	

RAWLAND TOWER SURVEY
FOR:
SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com

FOR SITE
3975 SEBURY ROAD
VESTAVIA HILLS, AL 35243



LIBERTY PARK SOUTH
12778284
SW 1/4, SEC. 8, T-18-S, R-1-W
JEFFERSON COUNTY, ALABAMA

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RESOLUTION NUMBER 5150

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR JACQUELINS INC., D/B/A 5TH ANNUAL
CRAWFISH BOIL EVENT; MARIA ESPERANZA
ADAN, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Jacquelines Inc., d/b/a 5th Annual Crawfish Boil Event, located at 2531 Rocky Ridge Road, Suite 107, Vestavia Hills, Alabama, for the on-premise sale of 140 - Special Events Retail; Maria Esperanza Adan, executives.

APPROVED and ADOPTED this the 8th day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: April 4, 2019

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 140 - Special Events Retail

Please find attached information submitted by Maria Esperanza Adan who request an alcohol license to sell 140 - Special Events Retail at the Jacquelines Inc., d/b/a 5th Annual Crawfish Boil Event, 2531 Rocky Ridge Road, Suite 107, Vestavia Hills, Alabama.

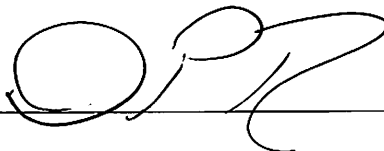
I am scheduling this case to be heard by the City Council on 8th day of April, 2019 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

<input checked="" type="checkbox"/>	<i>Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>
<input type="checkbox"/>	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
<input type="checkbox"/>	<i>Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>

Reviewed: _____





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190403142946293

Type License: 140 - SPECIAL EVENTS RETAIL **State:** \$150.00 **County:** \$150.00
Type License: **State:** **County:**
Trade Name: 5TH ANNUAL CRAWFISH BOIL EVENT **Filing Fee:** \$50.00
Applicant: JACQUELINS INC **Transfer Fee:**
Location Address: PARKING LOT OF 2531 ROCKY RIDGE RD; SUITE 107 VESTAVIA HILLS, AL 35243
Mailing Address: 2531 ROCKY RIDGE RD; SUITE 107 VESTAVIA HILLS, AL 35243
County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**
Type Ownership: CORPORATION
Book, Page, or Document info: 20140611000522130
Date Incorporated: 06/11/2014 **State incorporated:** AL **County Incorporated:** JEFFERSON
Date of Authority: 06/11/2014 **Alabama State Sales Tax ID:** R008979632
Federal Tax ID: 471075305

Name:	Title:	Date and Place of Birth:	Residence Address:
MARIA ESPERANZA ADAN 6703297 - AL	OWNER	08/01/1963 MEXICO	1784 INDIAN HILLS RD PELHAM, AL 35124

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MARIA ADAN **Home Phone:** 205-900-8213
Business Phone: 205-823-7395 **Cell Phone:** 205-573-7184
Fax: **E-mail:** MJGADAN@YAHOO.COM

PREVIOUS LICENSE INFORMATION: **Previous License Number(s)**
 Trade Name: 4TH ANNUAL CRAWFISH BOIL BY CAJUN SEAFOOD HOUSE **License 1:** 011031037
 Applicant: JACQUELINS INC **License 2:**



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190403142946293

If applicant is leasing the property, is a copy of the lease agreement attached? YES
 Name of Property owner/lessor and phone number: OAK PARK PROPERTIES 205-243-5911
 What is lessors primary business? REAL ESTATE
 Is lessor involved in any way with the alcoholic beverage business? NO
 Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
 Is the business used to habitually and principally provide food to the public? NO
 Does the establishment have restroom facilities? YES
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
 Building Dimensions Square Footage: 99999 Display Square Footage:
 Building seating capacity: 99999 Does Licensed premises include a patio area? NO
 License Structure: ONE STORY License covers: OTHER
 Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
MARIA ESPERANZA ADAN	PUBLIC ORDER CRIME - OPEN HOUSE PARTY 04/07/2017	PELHAM POLICE DEPARTMENT	DISMISSED



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190403142946293

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 05/4/2019 Ending Date: 05/4/2019

Special terms and conditions for special event/special retail:

NO ALCOHOL OUTSIDE OF THE LICENSED AREA ALLOWED. NO TO GO SALES.

Other Explanations

License Covers: OUTDOOR AREA/PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?: NO
ALCOHOL OUTSIDE OF THE LICENSED AREA ALLOWED. NO TO GO SALES.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190403142946293

Initial each

Signature page

MA
MA

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

MA

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

MA

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

/

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

/

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

MH

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

MA

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

MA

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Marla E Adan

Signature of Applicant: Marla E Adan

Notary Name (print): Valencio Johnson

Notary Signature: Valencio Johnson

Commission expires: 4/22/22

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

RESOLUTION NUMBER 5151

**A RESOLUTION IN SUPPORT OF HOUSE BILL NUMBER 41,
INTRODUCED IN THE 2019 REGULAR SESSION OF THE ALABAMA
LEGISLATURE, TO DISCOURAGE TEEN VAPING.**

WHEREAS, existing State law does not provide for comprehensive oversight or regulation of alternative nicotine products (also known as “vaping” products) or electronic nicotine delivery systems or retailers of any of these products; and

WHEREAS, medical research shows nicotine use creates an increased risk of cardiovascular, respiratory and gastrointestinal disorders, decreased immune response, negative impacts on reproductive health and DNA mutation, which leads to cancer; and

WHEREAS, children under the legal age of 19, in the City of Vestavia Hills, have reported, through the PRIDE survey, they are using alternative nicotine products at an alarming rate; and

WHEREAS, the growth in teen use of alternative nicotine products increased 78%, nationally, from 2017 to 2018; and

WHEREAS, the United States Surgeon General has declared youth vaping is now an epidemic; and

WHEREAS, the Mayor and City Council have reviewed House Bill 41, passed unanimously by the House in the 2019 Alabama Legislative Session, and feel it is in the best public interest to support the passage of the legislation, we join together to urge our legislators to stand in support of this proposed legislation.

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

1. The Mayor and City Council of the City of Vestavia Hills urges the legislative delegation to support all efforts to pass and enact proposed House Bill 41 of the 2019 Legislative Session; and
2. This Resolution Number 5151 shall be signed and a copy filed with each Representative and Senator representing this district; and
3. This Resolution Number 5151 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 8th day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2840

AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL ON THE PROPERTY LOCATED AT 1506-1514 MONTGOMERY HIGHWAY; ROYAL AUTOMOTIVE, OWNERS; CONDITIONAL USE APPROVAL TO ALLOW LAMAR ADVERTISING TO DISMANTLE TWELVE BILLBOARD FACES ON SIX FREE STANDING STRUCTURES WITHIN THE CITY LIMITS OF THE CITY OF VESTAVIA HILLS AND ALLOW THE ERECTION AND OPERATION OF AN FREE STANDING BILLBOARD STRUCTURE WITH TWO ELECTRONIC DIGITAL FACES – ONE FACE READING TO I-65 AND THE OTHER READING TO MONTGOMERY HIGHWAY

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2331, also known as the City of Vestavia Hills Zoning Code; and

WHEREAS, Gregory L. Belcher, Royal Automotive, Inc., are owners of the property located at 1506-1514 Montgomery Highway zoned Vestavia Hills B-3 (business district); and

WHEREAS, Royal Automotive, Inc., has offered to lease to Lamar Advertising an area of the above referenced property for erection of a billboard for a period of ten years; and

WHEREAS, Tom Traylor, Lamar Advertising, presented an application for Conditional Use approval for the purpose of erecting a new freestanding billboard structure upon the property located at 1506-1514 Montgomery Highway for the purpose of digital advertising; and

WHEREAS, Lamar Advertising has indicated that said Conditional Use approval to be conditioned upon the dismantling and permanent removal of twelve existing billboard faces on six freestanding structures located in other areas within the City; and

WHEREAS, a copy of the application for Conditional Use approval by Lamar Advertising detailing the locations of the structures to be removed, the existing structures to remaining within the City and information concerning the new freestanding structure to be constructed is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2840 as though written fully therein.

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

1. Conditional Use Approval is hereby granted for Lamar Advertising to dismantle and permanently remove twelve billboard faces on six existing billboard structures located in various areas of the City as detailed in the attached Exhibit A and, upon doing so, to construct and operate a single billboard structure with two digital faces – one face to read to I-65 northbound traffic and the other to read to Montgomery Highway south bound traffic; and
2. Conditional Use approval for the new structure shall be considered null and void if, for any reason, the dismantle and permanent removal of the structures to be removed and construction of the new structure are not substantially completed within 12 months of the effective date of this Ordinance Number 2840; and
3. Should the new structure cease to exist or operate on the property for a period of twelve (12) consecutive months, said use shall be considered null and void and said structure shall be immediately removed; and
4. This Ordinance Number 2840 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and

DONE, ORDERED, ADOPTED and APPROVED this the 22nd day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

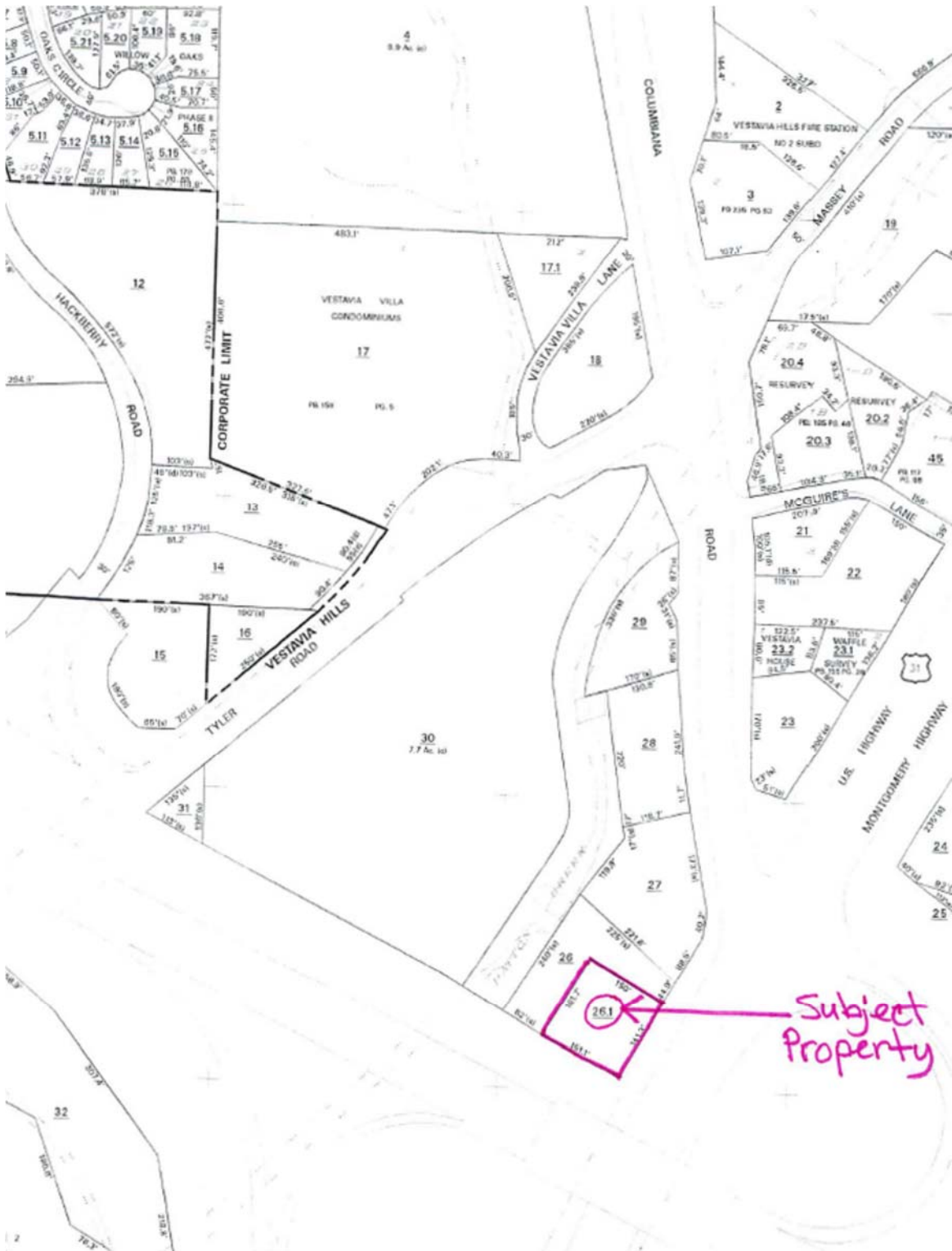
Rebecca Leavings
City Clerk

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 # 2840 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 22nd day of April, 2019 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



TY OF VESTAVIA HILLS

APPLICATION

2019 FEB - 7 P 4: 02

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: Lamar Advertising

ADDRESS: 920 6th Street South, Birmingham, Al. 35205

MAILING ADDRESS (if different from above) same

PHONE NUMBER: Home 2053687472 Office 2055992700

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Tom Traylor

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 11.4.1 - 4 of the Vestavia Hills Zoning Code.

Current Zoning of Property: Commercial

Requested Conditional use For the intended purpose of: dismantle 6 billboard structures

and install one digital structure at I-65 and Hwy. 31 (both attached)

(Example: From "VH R-1" to "VH O-1" for office building)

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

(Attached) Quid

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

1506 Montgomery Hwy. (1514) changed in year 2012)

Vestavia Hills, Al. 35216

Property size: _____ 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.

B B Kanson
Owner Signature/Date

[Signature]
Representing Agent (if any)/date

Given under my hand and seal
this 7 day of Feb., 2019.

Christie J Wood
Notary Public

My commission expires My Commission Expires:
day of _____, 20July 7, 2021.



Lamar Co #138

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808



James R. McIlwain

New

Lease # **P0319-11/3900012000026.001**
1506 (aka 1514) Montgomery Hwy.
Cond. Use for digital sign
Lamar Advertising

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this 3rd day of August, 2018, by and between: ROYAL AUTOMOTIVE, INC.(hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are identified in Rider #C and are a designated portion of the property located in the County of Jefferson, State of Alabama, more particularly described as:

1506 Montgomery Highway, Vestavia, AL
Parcel ID#39-00-01-2-000-026.001

1. This Lease shall be for a term of ten (10) years commencing on the first day of the calendar month following the date of completion of construction of the sign, except that LESSOR shall have the option to terminate this lease if construction of the sign is not completed by March 1, 2020.

LESSEE may renew this Lease, for an additional term, of equal length, on the same terms and conditions, except that the annual rent shall be increased from [redacted] to [redacted]. The prepayment of [redacted] in Rider A shall remain the same. Said renewal term shall automatically go into effect unless LESSEE shall give to LESSOR written notice of non-renewal at least sixty (60) days prior to the expiration of the original term.

The premises which are the subject of this Sign Location Lease are owned by the Estate of David R. Belcher (the "Estate") and leased by the Estate to Lessor, which is subleasing the subject premises to Lessee pursuant to the terms of this Sign Location Lease. Attached hereto as Rider D as an addendum, signed by the authorized representative of the Estate.

2. LESSEE shall pay to LESSOR an annual rental of [redacted] Dollars, payable quarterly in advance in equal installments of [redacted] each, (SEE ALSO PERCENTAGE RIDER A, PROHIBITIVE ADVERTISING RIDER B, AND RIDER C ATTACHED), with the first installment due on the first day of the month following commencement. Percentage calculations shall be computed at the end of each quarter and provided by LESSEE to LESSOR. Any additional amount due will be paid within 30 days of the end of each quarter. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default. Upon LESSEE's default and failure to timely cure such default, LESSOR may terminate this lease and all remaining rental payments under the lease through the remainder of the lease's term shall be accelerated and immediately due and payable to LESSOR. Additionally, LESSEE shall pay all of LESSOR's costs and attorney's fees incurred by LESSOR in the collection of amounts owed by LESSEE following any termination.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow the erection of any other obstruction that may obstruct the highway view of LESSEE'S sign. Upon written approval of LESSOR, which approval shall not be unreasonably withheld, LESSEE is hereby authorized to trim or remove any such other advertising structure, obstruction or vegetation at LESSEE'S option which obstructs the highway view of LESSEE'S sign. LESSEE shall give LESSOR fourteen (14) days written notice of any such proposed trimming or removal of such advertising structure, obstruction or vegetation.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the highway view of the sign becomes entirely or partially obstructed in any way such that the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation,

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right and obligation to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. Notwithstanding, it is the obligation of LESSEE to determine whether any prohibitions exist, and LESSOR shall have no liability to LESSEE for any such prohibitions. LESSOR and LESSEE acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of the other party to this lease.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. Any such assignment by LESSEE must be approved in advance by LESSOR in writing, and such approval shall not be unreasonably withheld. LESSOR may assign this lease and shall notify LESSEE promptly following such assignment. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, which adversely affects the highway view of the sign, this lease may be terminated by LESSOR. Any condemnation award for LESSEE'S property shall accrue to LESSEE and any condemnation award for LESSOR'S property shall accrue to LESSOR.

9. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its officers, employers, and agents from any and all claims, actions, liabilities, damages, fines, costs, and expenses, including attorney's fees, threatened or asserted by any person or entity arising out of or related to the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein. LESSEE at all times during construction of the sign and during the lease term shall, at its own expense, keep in full force and effect comprehensive general liability insurance with personal injury coverage, broad form property damage, contractual liability coverage, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), with minimum limits of Three Million and no/100 Dollars (3,000,000.00). LESSOR and the Estate of David R. Belcher shall be named as additional insureds on such policy, and such policy shall provide that (i) such insurance shall be primary and shall not contribute with any insurance carried by LESSOR or the Estate of David R. Belcher and (ii) the insurance company issuing the same shall notify LESSOR thirty (30) days prior to the expiration date of the policy if the policy is not renewed prior to such date. All insurance policies or duly executed certificates for the same required to be carried by LESSEE under this lease shall be delivered to LESSOR before the date LESSEE first begins construction of the sign and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of the same. All insurance required to be carried by LESSEE under this lease shall be in form and content, and written by insurers, reasonably acceptable to LESSOR.

11. Certain types of advertising described in Rider B shall be prohibited.

12. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

13. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

BY: [Signature]

ITS: VICE PRESIDENT/GENERAL MGR

DATE: 9.19.18

LESSOR: ROYAL AUTOMOTIVE, INC.

BY: [Signature]

ITS: PRESIDENT

DATE: 9.18.18

205-823-3100
LESSOR'S TELEPHONE NUMBER


63-0578682
LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

ROYAL AUTOMOTIVE, INC.
W-9 Name (as shown on your Income Tax Return)

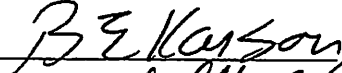
Address of LESSEE:
920 6th Street South
Birmingham, AL 35205

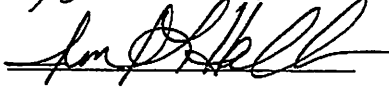
Address of LESSOR:
3010 Columbiana Rd.
Vestavia Hills, AL 35216

Witnesses (LESSEE)



Witnesses (LESSOR)





THE **LAMAR** COMPANIES

Lamar Co # 138

Rider # A to Lease dated the 3rd day of August, 2018, by and between Royal Automotive, as Lessor and The Lamar Companies, as Lessee.

At the commencement of its obligation to pay rental under this lease, Lessee shall pay to Lessor the sum of [REDACTED] ([REDACTED]) DOLLARS, which payment shall be prepaid rental for 10 years. If, for any reason except for breach of this lease by Lessee, this lease should be terminated or Lessee is prohibited from using the premises for advertising purposes, Lessor shall immediately upon such happening, refund to Lessee, pro rata, the unearned portion of this payment.

Also, as further consideration, Lessor and Lessee agree to the following additional provisions:

The annual lease rent shall be the greater of [REDACTED] or [REDACTED] of the total revenue generated. The base rent shall be paid quarterly at [REDACTED], with the percentage calculations to be computed at the end of each quarter. Any additional amount due will be paid within 30 days of the end of each quarter.

*The Percentage amount will be matched against the total of both the prepayment and the annual lease payment ([REDACTED] + [REDACTED] = [REDACTED] annual expense) on a quarterly basis.

Gregg Z Becker
LESSOR
[Signature]
LESSEE

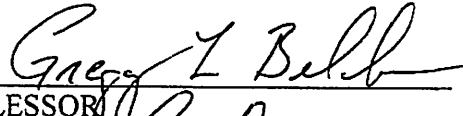
THE **LAMAR** COMPANIES

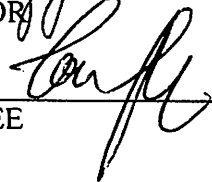
Lamar Co # 138

Rider #B to Lease dated the 3rd day of August, 2018, by and between Royal Automotive, Inc., as Lessor and The Lamar Companies, as Lessee.

As further consideration to Lessor for the granting of this lease, Lessee agrees that during the term of this lease and any renewals or extensions, Lessee will not use the advertising structure(s) for the purpose of advertising any of the following:

1. Ads that would be of a competitive nature to the Lessor
2. Sexually oriented business ads
3. Ads that would be considered morally offensive to the Lessor


LESSOR


LESSEE

THE **LAMAR** COMPANIES

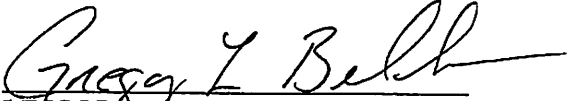
Lamar Co # 138


Rider # C to Lease dated the 3rd day of August, 2018, by and between Royal Automotive, as Lessor and The Lamar Companies, as Lessee.

The following are identified by Lessor and Lessee as the premises and location of the sign:

1506 Montgomery Highway, Vestavia, AL
Parcel ID #39-00-01-2-000-026.001

Please reference site Map #3, included as a part of this Rider.


LESSOR


LESSEE

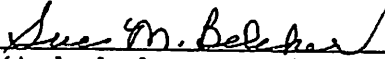
THE **LAMAR** COMPANIES

Lamar Co # 138


Rider #D to Lease dated the 3rd day of August, 2018, by and between Royal Automotive, as Lessor and The Lamar Companies, as Lessee.

Lessor and Lessee agree to the following additional provisions:

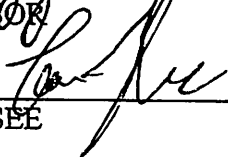
Be it understood that the premises are owned by the Estate of David R. Belcher (the "Estate") and leased by the Estate to Lessor (Royal Automotive, Inc.), which is subleasing the subject premises to Lessee pursuant to the terms for this Sign Location Lease.



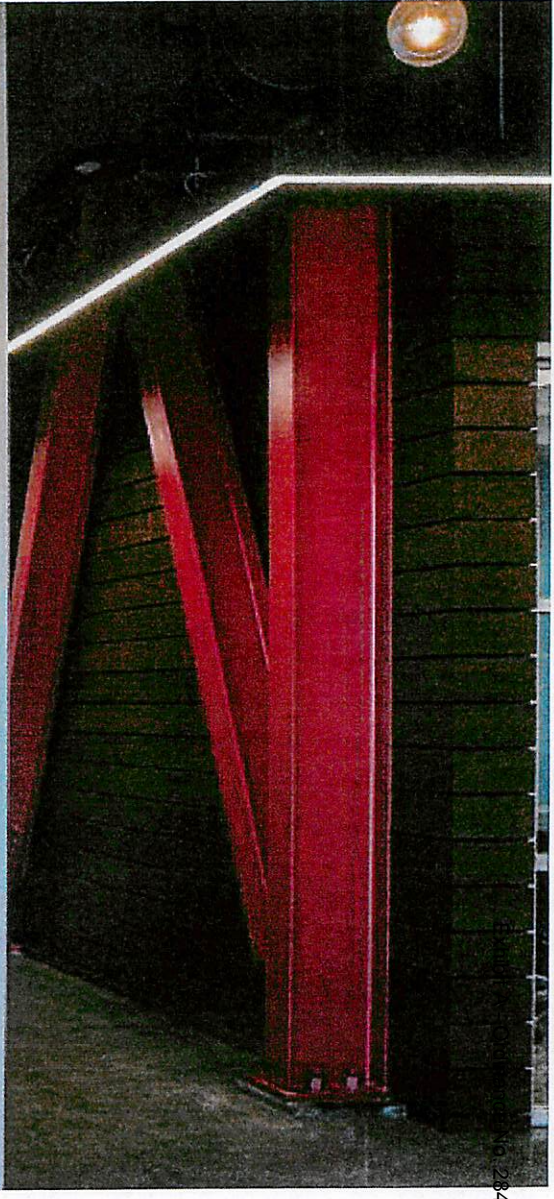
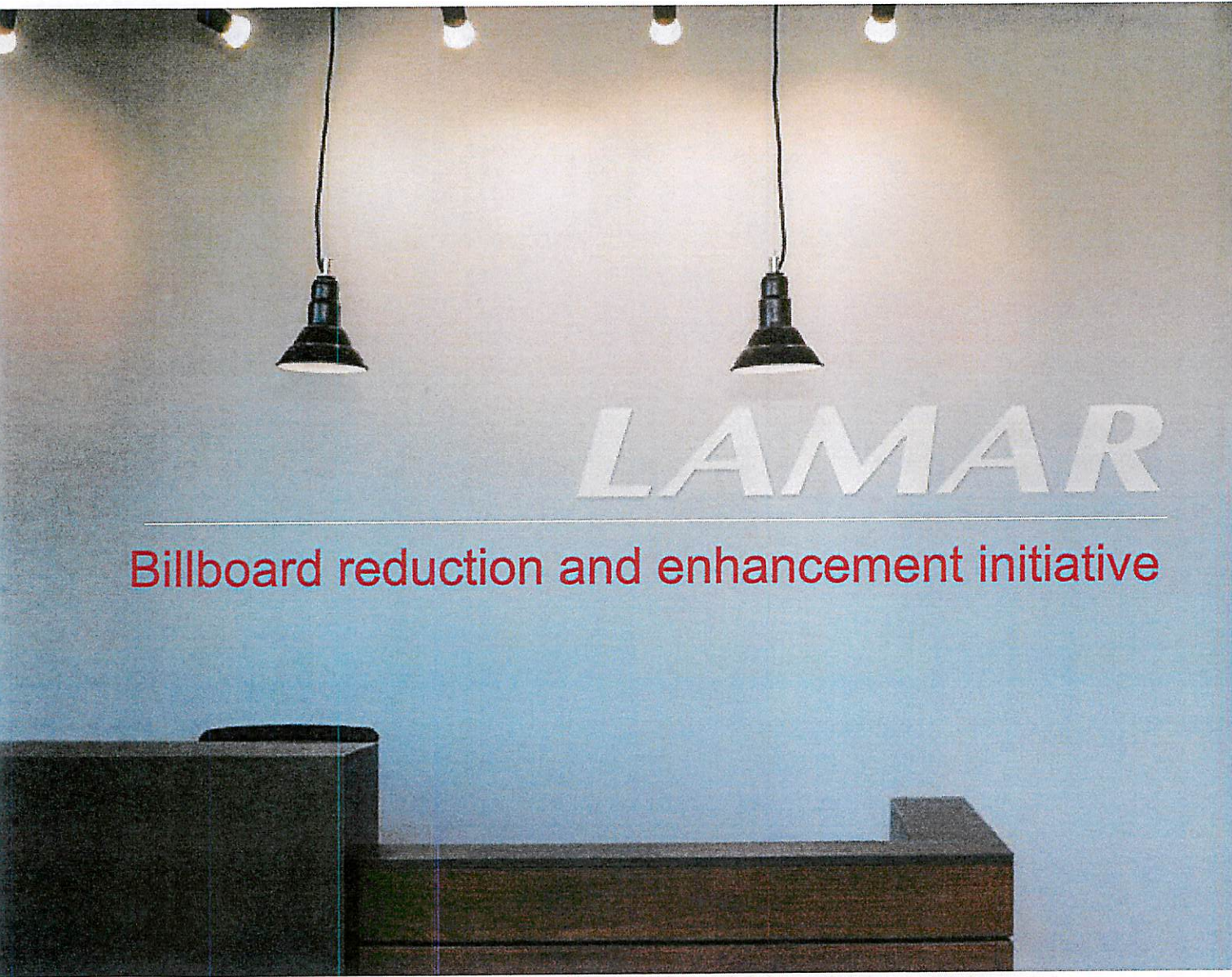
(Authorized representative of the "Estate")



LESSOR



LESSEE



The Concept

Lamar advertising proposes to dismantle, permanently, **12 billboard faces** situated on **6 free standing structures**, inside the city limits.

In return, the city would allow Lamar Advertising to construct **one digital billboard** at Royal Automotive at the corner of I-65 and Hwy. 31, with **one face** reading to the interstate and **one face** reading to Hwy. 31.

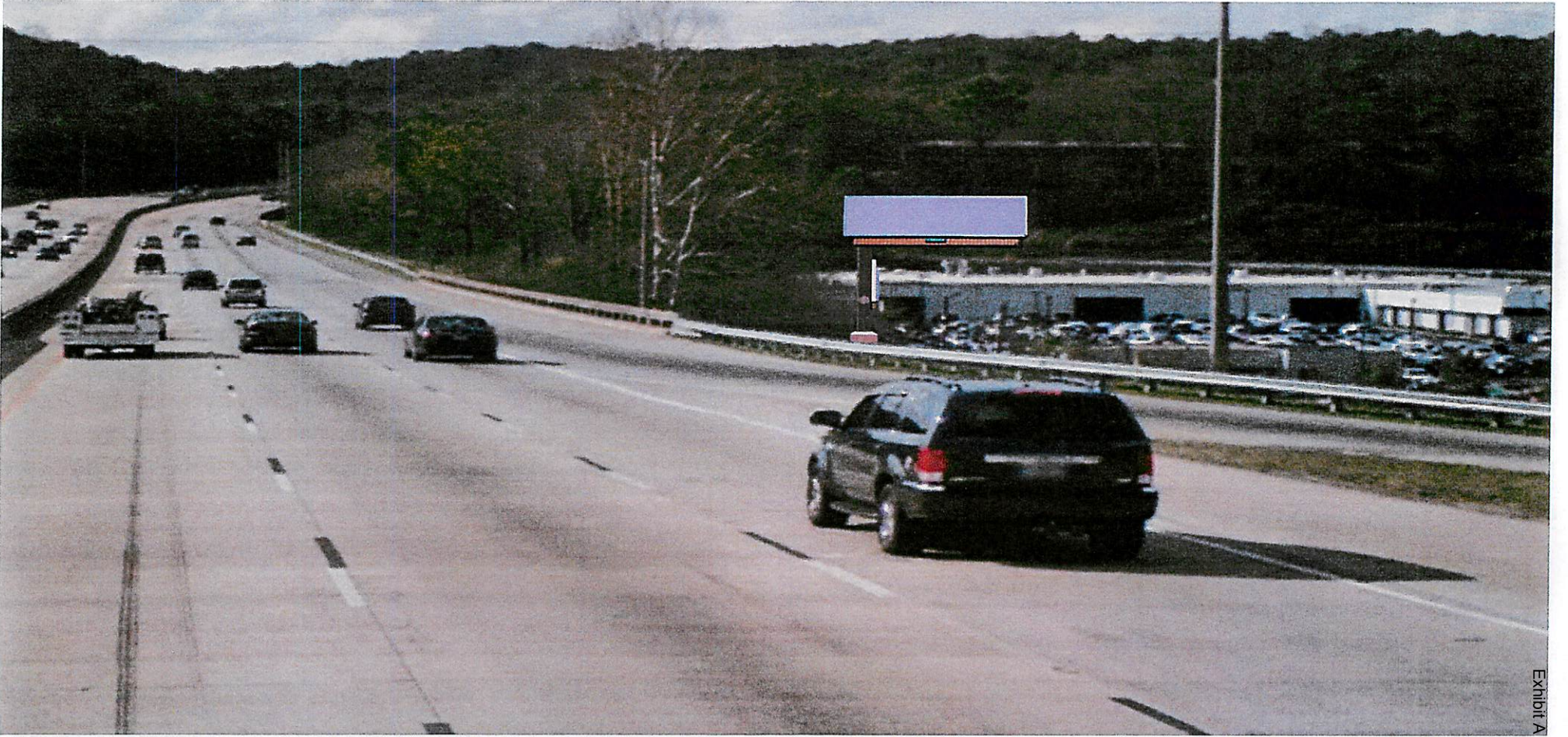


Vestavia locations

Location(s)	
1	Andy's X
2	Clothes Horse X
3	Champion Cleaners Remains
4	Express Oil Remains
5	Dolly Ridge @ Cahaba Heights X
6	Cahaba Heights @ Dolly Ridge X
7	Cahaba Cycle Remains
8	Cahaba Heights Hardware Remains
9	Doodles X
10	Ms. Myra's X

A photograph of a wall with several track lights and two pendant lights hanging from the ceiling. The track lights are small, cylindrical, and mounted on a horizontal track. The pendant lights are larger, black, and have a conical shape. The wall is a light, neutral color. The text "Proposed Enhancement" is overlaid in red at the bottom of the image.

Proposed Enhancement



LAMAR

BIRMINGHAM



LAMAR

BIRMINGHAM

Benefits to the City

- Aesthetics
- 50+% reduction in the number of billboard structures
- City's usage on unsold slots
- Emergency messaging

Timing of the initiative:

Stage 1 - Dismantle the 6 existing structures within 90 days of the City Council's approval of the initiative

Stage 2 - Construction of the Royal Automotive location within 120 days of the City Council's approval of the initiative.



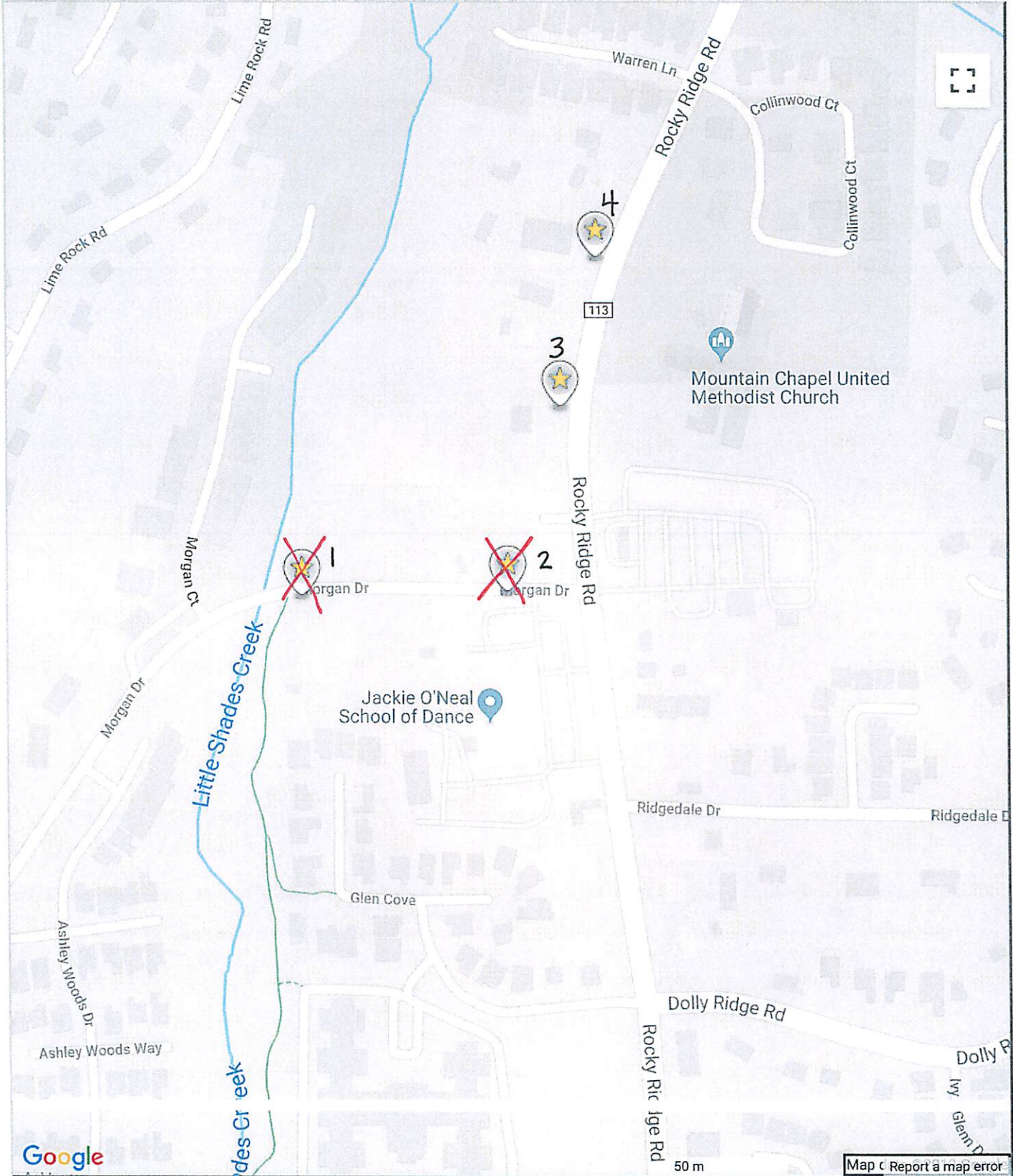
Proposed Reductions

Specific locations



Vestavia locations

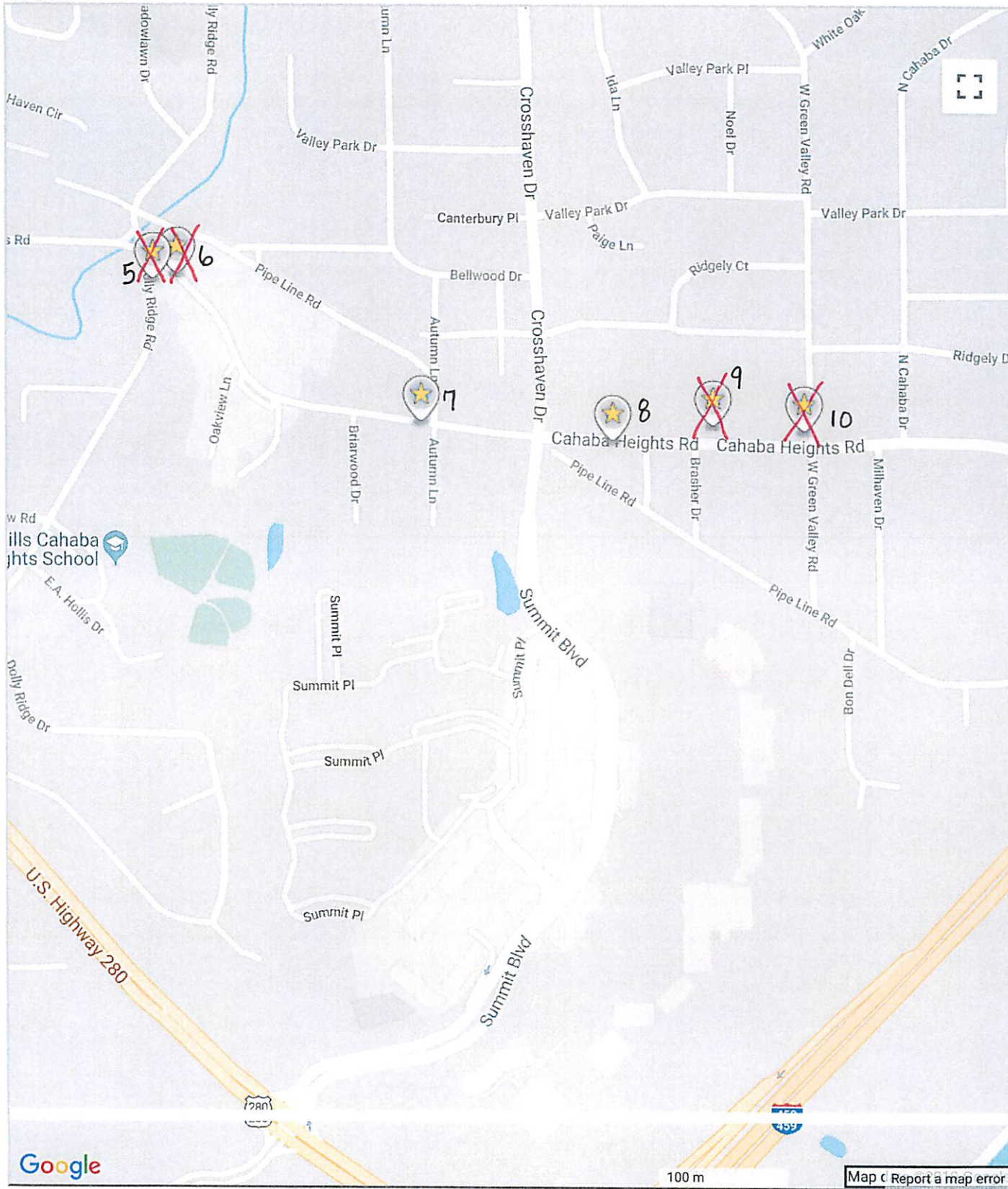
Map #1





Vestavia locations

Map #1





Morgan Drive at The Western



Morgan Drive at Andy's



Cahaba Heights Road at Brashier



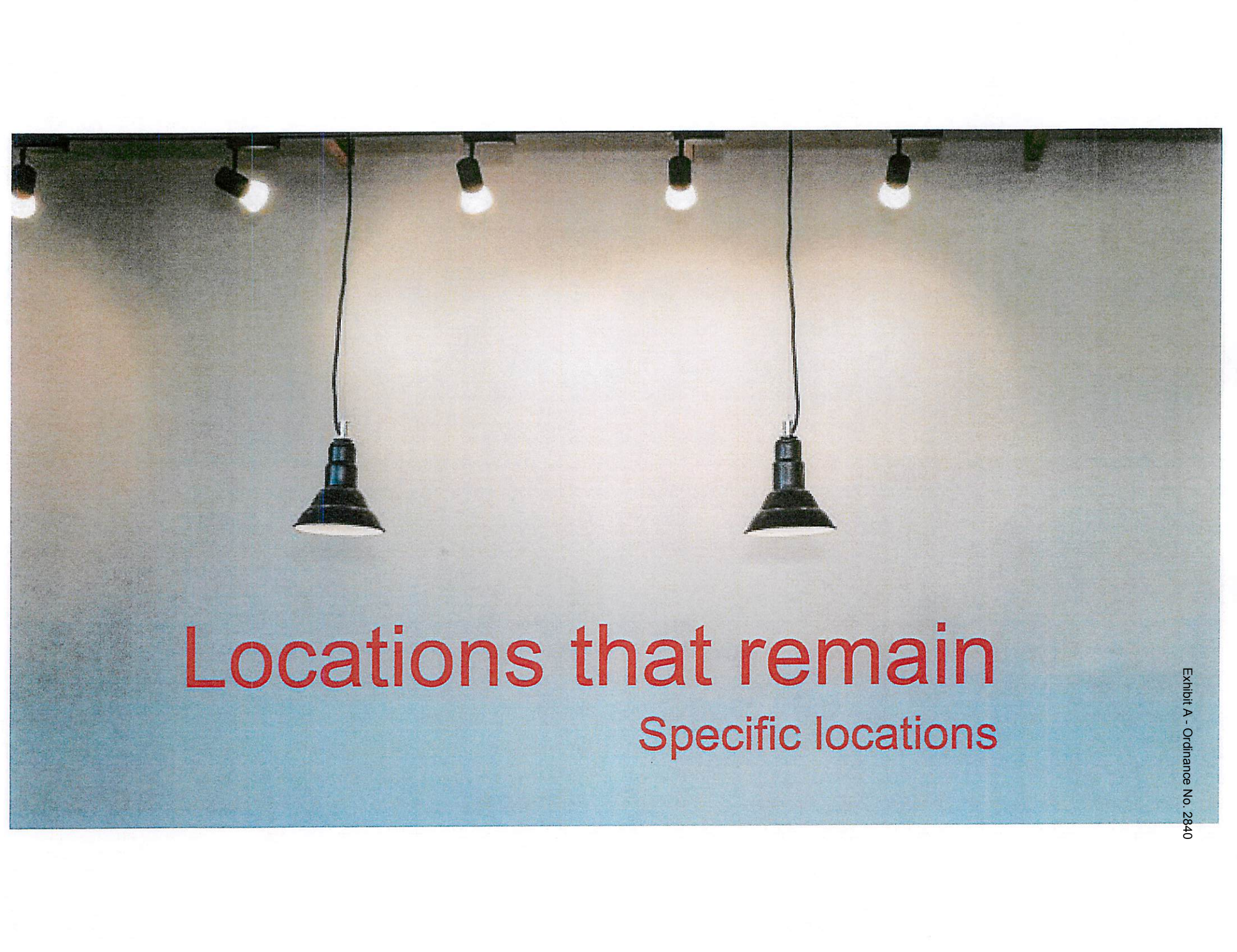
Cahaba Heights Road at White Oak



Cahaba Heights Road at Dolly Ridge



Dolly Ridge Road at Cahaba Heights Road



Locations that remain

Specific locations

WeBuyHouses
ANY HOUSE CONDITION.
Call Mr. Dexter.
205-381-4900

Chevron
199¢
Diesel
289¢
Car Wash

FIRST MONTH

© 2010 American Sign Co. 281-10





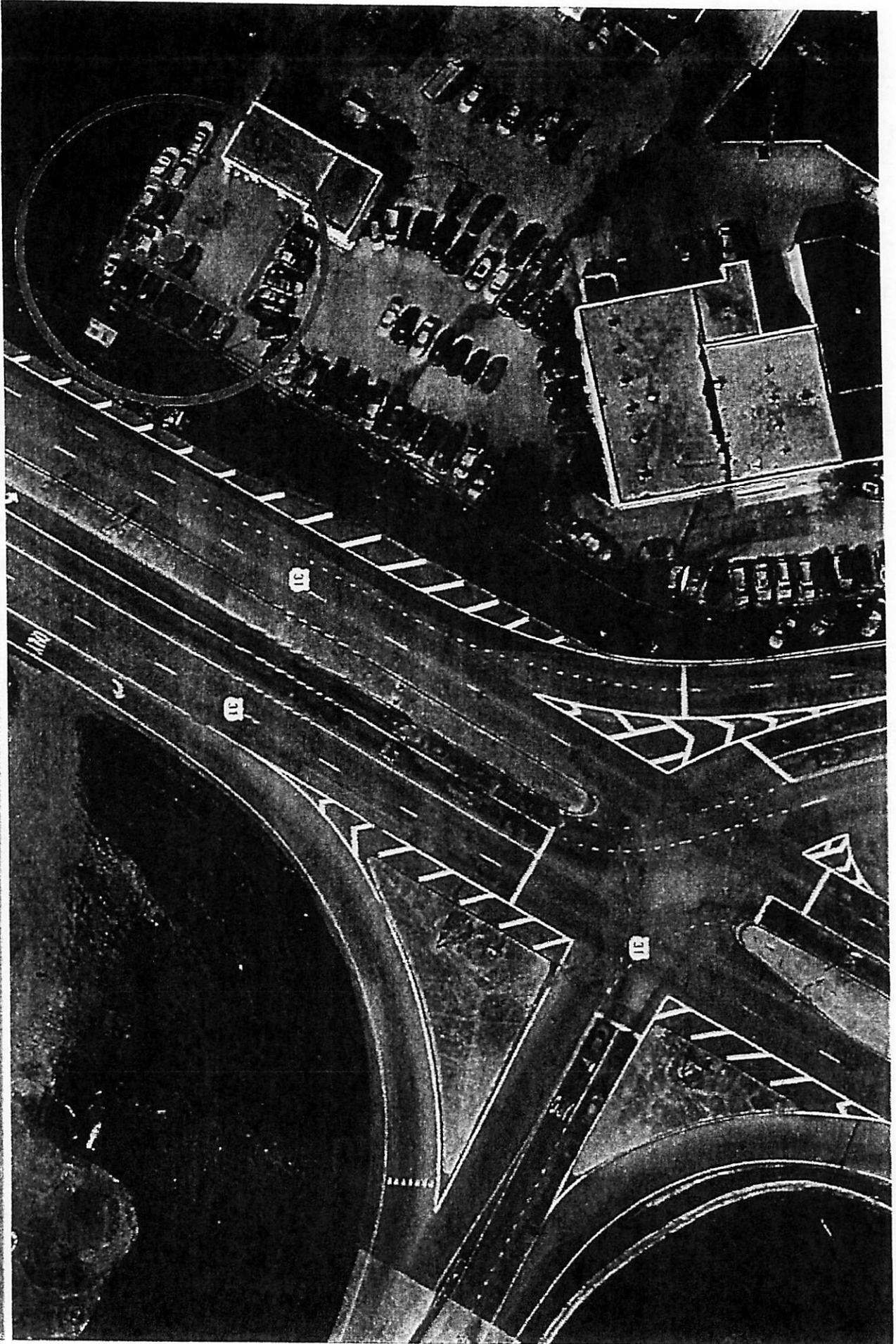


JL

Map #3

LAMAR

BIRMINGHAM



ORDINANCE NUMBER 2838

**AN ORDINANCE GRANTING A CONDITIONAL USE
APPROVAL TO ALLOW OUTDOOR RECREATION AND
PHYSICAL TRAINING**

WHEREAS, on December 13, 2010 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 2331 entitled the Vestavia Hills Zoning Code and establishing a conditional use approval for certain uses not permissible by right in zoning classifications; and

WHEREAS, on April 21, 2003, the City Council adopted and approved Ordinance Number 1983 to rezone the property located at 3788 Crosshaven Drive from Jefferson County R-3 (medium density residential) to Vestavia Hills R-4 (medium density residential district); and

WHEREAS, the property located at 3788 Crosshaven Drive; Lot 5 and the N 20' of Lot 4, Block 1, Glass' 3rd Add to New Merkle, is vacant and presently zoned Vestavia Hills R-4 (medium density residential district); and

WHEREAS, on February 6, 2019, Christopher Williams on behalf of St. Stephen's Episcopal Church, submitted an application to allow beekeeping with four (4) beehives to be placed on the property located at 3788 Crosshaven Drive; and

WHEREAS, Table 6 of the Vestavia Hills Zoning Code sets forth the permissible uses within a R-4 classification; and

WHEREAS, a copy of said application dated February 6, 2019 is attached and hereby incorporated into this Ordinance Number 2838; and

WHEREAS, the Vestavia Hills Planning and Zoning Commission considered said application at their regular meeting of March 14, 2019 and recommended approval with the following conditions: (1) Installation of no more than four (4) beehives as described in the attached application; (2) installation and maintenance of a minimum 6' high privacy fence.

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

- a) Installation of no more than four (4) beehives as described in the attached application;
- b) Installation and maintenance of a minimum 6' high privacy fence; and
- c) Beehives shall be registered and inspected by the State of Alabama pursuant to Alabama law; and
- d) Any changes to location of said beehives shall be reviewed and approved by the Planning and Zoning Commission;
- e) This conditional use approval is location specific and if the beekeeping use ceases on the premises for a period of 12 months, said conditional use shall be considered null and void.

ADOPTED and APPROVED this the 22nd day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

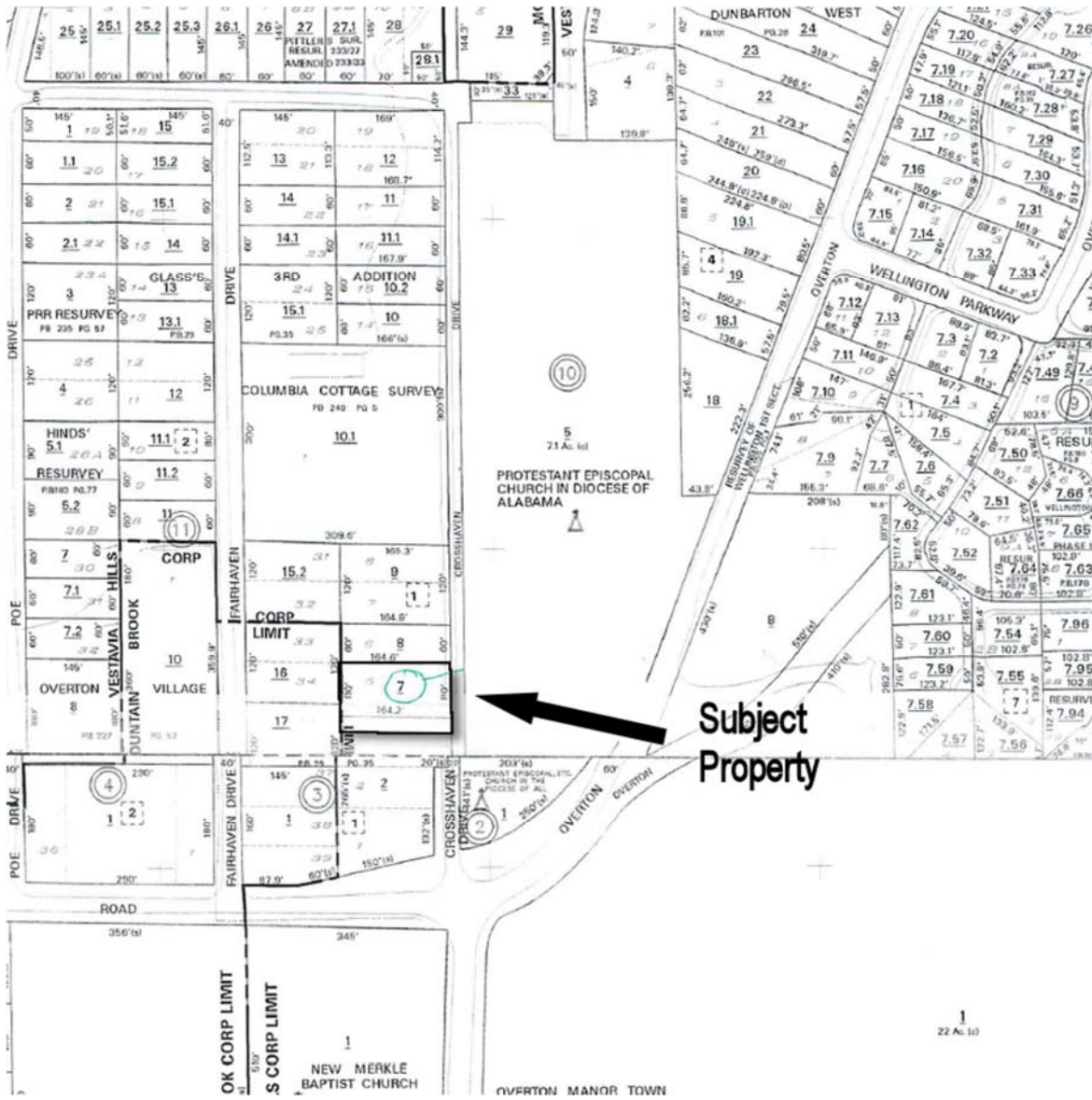
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as Acting City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2838 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 22nd of April, 2019 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS

APPLICATION

2019 FEB -7 P 12:19

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: St. Stephen's Episcopal Church

ADDRESS: 3788 Crosshaven Drive

Vestavia Hills, AL 35223

MAILING ADDRESS (if different from above) 3775 Crosshaven Drive

Vestavia Hills, AL 35223

PHONE NUMBER: Home (205) 907-4139 Office (205) 254-1172

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____

Christopher J. Williams

Cond. Use for 4 beehives
St. Stephen's Episcopal Church

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 13.3 of the Vestavia Hills Zoning Code.

Current Zoning of Property: R-4

Requested Conditional use For the intended purpose of: Installation of four (4)

beehives surrounded by 6 foot high fence. See attached for additional information.

(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.)

3788 Crosshaven Drive

Parcel # 28-00-15-1-010-007.000

Property size: ~85 feet X ~160 feet. Acres: ~0.312

V. INFORMATION ATTACHED:



Attached Checklist complete with all required information.



Application fees submitted. Application fees waived for church.

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.

B. Bunn 2/6/19
Owner Signature/Date

Christy Williams 2/6/19
Representing Agent (if any)/date

Given under my hand and seal
this 6 day of February, 2019.

Jane G. Pounds
Notary Public
My commission expires January 4,
day of January, 2023.



SAINT STEPHEN'S EPISCOPAL CHURCH

3775 CROSSHAVEN DRIVE BIRMINGHAM, AL 35223 WWW.SSECHURCH.ORG 205.967.8786

February 6, 2019

P0319-07//2800151010007.000
3788 Crosshaven Drive
Cond. Use for 4 beehives
St. Stephen's Episcopal Church

ORIGINAL VIA HAND DELIVERY

Advance Copy via Electronic Mail

Ms. Rebecca Leavings, City Clerk
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216
rleavings@vhal.org

Re: Request for Conditional Use Approval
Vacant Lot at 3788 Crosshaven Drive, Vestavia Hills, AL 35223

Dear Ms. Leavings:

On behalf of St. Stephen's Episcopal Church, I am pleased to submit the enclosed request for Conditional Use Approval for the installation of four (4) honeybee hives on a vacant lot located at 3788 Crosshaven Drive (the "Property") across the street from our main church building.

By way of background, the Property was formerly the home of a church member who also served as the church's sexton. After the owner's death, the church purchased the Property in 2015 and removed the house and all structures. Since that time St. Stephen's has been exploring ways to improve the stewardship of church grounds as part of a broader initiative to deepen our understanding of the connections between our faith, environmental sustainability, and food justice. Out of that initiative and with the help of several church members who are also experienced beekeepers, the church vestry recently approved the installation of bee hives on the Property. We are therefore requesting a Conditional Use Approval from the City to install the hives later this year.

We understand that because beekeeping is not specifically referenced anywhere in the City's Zoning Ordinance, a Conditional Use Approval is first required before the church can move forward with its plans. Enclosed with the application is a site plan that shows the proposed location of four honeybee hives which are to be surrounded by a 6 foot high fence. As depicted on the site plan, the hives will be located at the back of the Property near a creek that adjoins the western Property boundary ensuring that a convenient source of water is available to the bees at all times. The hives will also be registered with the Alabama Department of Agriculture and will be maintained in compliance with Alabama Code §§ 2-14-1 through 2-14-15 (2019). All honey generated from the hives will be utilized by the church or donated.

We respectfully submit that the modest plans for the installation of bee hives at the Property meet all of the following criteria for the issuance of a Conditional Use Approval as set forth in Section 13.3.4 of the City's Zoning Ordinance:

1. The honeybees will be purchased from a reliable Alabama supplier of domestic honeybees. Domestic honeybees are typically bred for desirable traits such as gentleness, honey production, reduced swarming, and pollination attributes. In addition, the nearest living spaces to the proposed location of the hives is Columbia Cottage which is at over 200 feet away. The hives will also be enclosed within a 6 foot high fence. According to the Jefferson County Beekeepers Association, a fence is not required for safety. However, a 6-foot high fence is considered by some be "best practice." Under these conditions, the proposed use is not detrimental to the health, safety or general welfare of the surrounding area.
2. Honeybees are beneficial to humans and to Alabama insofar as they provide ecological services in the form of fruit and vegetable pollination and provide honey, beeswax, and other useful products. Cross pollination helps at least 30 percent of the world's crops and 90 percent of wild plants thrive. Thus, the proposed use is a desirable use that will contribute to the general wellbeing of the area.
3. Honeybees are a critical part of the local environment such that the proposed use is consistent with the Comprehensive Plan's objectives to "promote responsible land use that is sensitive to the environment and the aesthetics of the community" and to "preserve creeks, open spaces, and other attributes of the 'natural' environment."
4. The Property is surrounded on three sides by properties owned by the church and on the west side by the creek and a vacant lot. Thus, the request will not adversely effect adjacent properties.
5. For the above-reasons, the proposed use is compatible with existing or allowable uses of adjacent properties.
6. No additional public facilities are required to serve the requested use.
7. As stated above, the hives will be properly registered with the Alabama Department of Agriculture and will be maintained by one or more church members who have prior beekeeping experience. Thus, our request demonstrates adequate provision for maintenance and use of the proposed hives.
8. The proposed use will have no adverse effects to the natural environment. Instead, the installation of the hives will increase the number of pollinators to the neighboring flora.
9. The proposed use will have no impact on traffic.
10. The proposed use otherwise complies with all other applicable regulations and conditions of the Zoning Ordinance.

For these reasons, we respectfully submit that the proposed Conditional Use be allowed. We will of course have church representatives in attendance at the Zoning Commission and

Council meetings to discuss our request in more detail. If you have any questions regarding the application in the meantime, do not hesitate to contact Chris Williams at 205-907-4139.

Very truly yours,

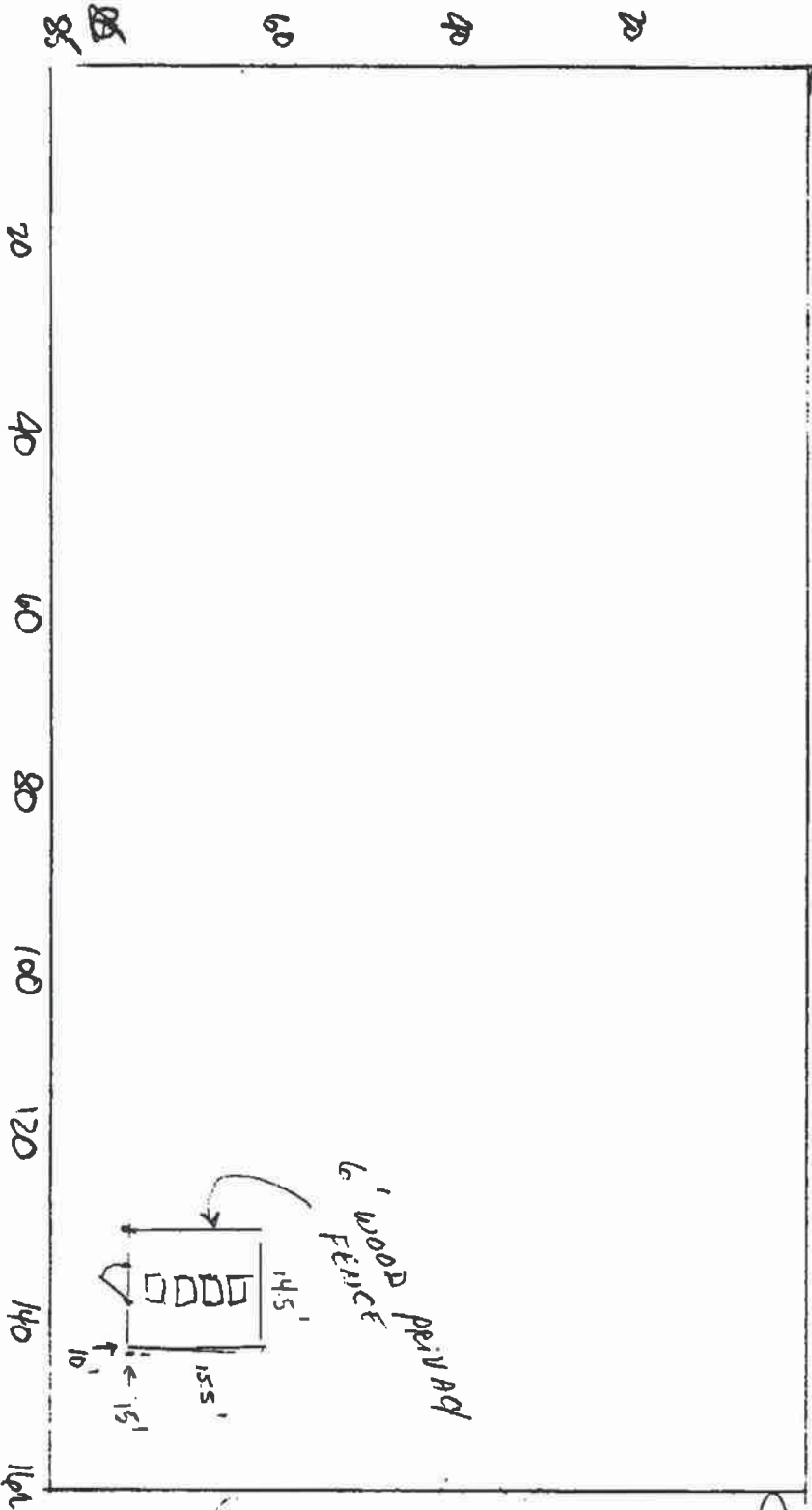


Rev. John Burruss
Rector

Enclosures

P0319-07//2800151010007.000
3788 Crosshaven Drive
Cond. Use for 4 beehives
St. Stephen's Episcopal Church

CROSSHAVEN



St. Stephen's Episcopal Church
 Conditional Use Application
 Site Sketch

P0319-07//2800151010007.000
3788 Crosshaven Drive
 Cond. Use for 4 beehives
 St. Stephen's Episcopal Church

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

Date: MARCH 14, 2019

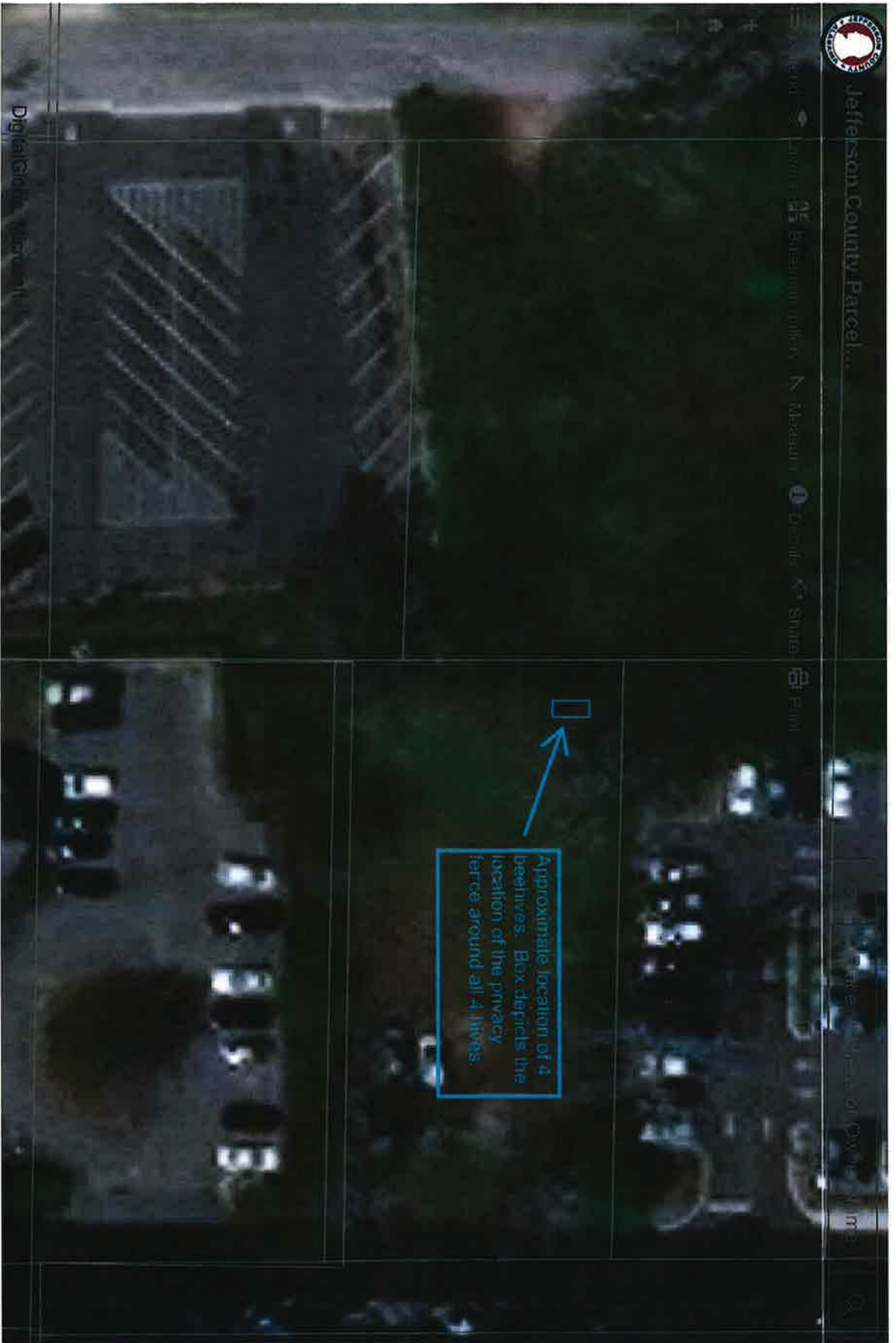
- **CASE: P-0319-07**
- **REQUESTED ACTION:** Conditional Use Approval For An Installation Of Four Beehives Surrounded by a Six Foot High Fence.
- **ADDRESS/LOCATION:** 3788 Crosshaven Drive
- **APPLICANT/OWNER:** St. Stephen's Episcopal Church
- **GENERAL DISCUSSION:** The applicant seeks to install a beehive on a vacant lot across from the main church building. The hives will be registered with the Alabama Department of Agriculture and will be maintained in compliance with Alabama Code. A 6' fence will surround the hives. The nearest living space is 200 feet away from the proposed property and is surrounded on three sides by properties owned by the church, and on the west side by the creek and a vacant lot. A site plan is attached. The property is currently zoned R-4.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Community Plan and gardens are a permitted use within the zoning.
- **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.

MOTION Mr. Gilchrist made a motion to recommend Conditional Use Approval For An Installation Of Four Beehives Surrounded by a Six Foot High Fence for The Property Located At 3788 Crosshaven Drive. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Romeo – yes
Mr. Weaver– yes
Mr. House – yes
Motion carried.

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



St. Stephen's Episcopal Church
Conditional Use Application
Site Plan

P0319-07//2800151010007.000
3788 Crosshaven Drive
Cond. Use for 4 beehives
St. Stephen's Episcopal Church



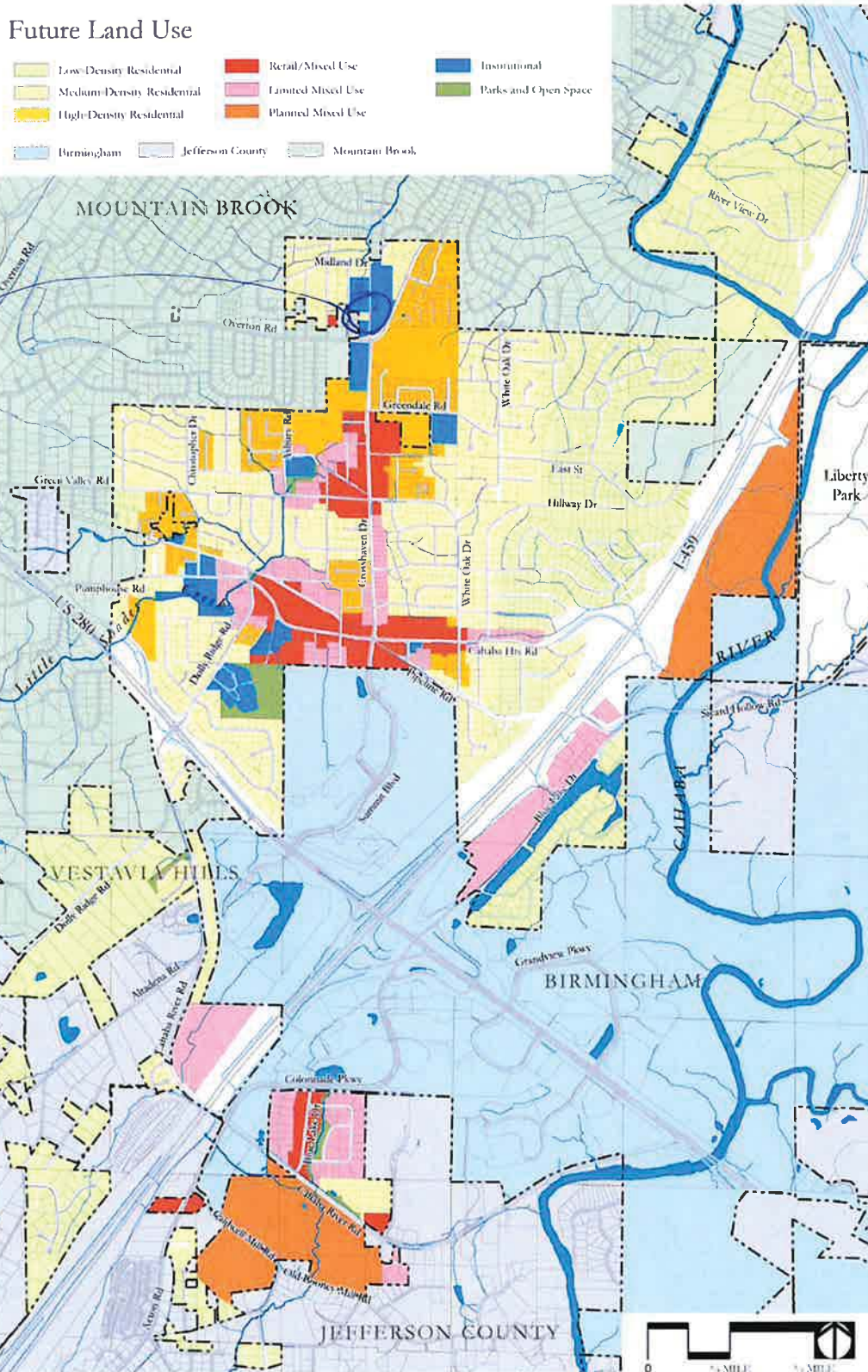


Figure 4: Future Land Use Map

ORDINANCE NUMBER 2839

AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL FOR AUTOMOTIVE SALES, AUTOMOTIVE SERVICES – MAJOR AND MINOR, INCLUDING MECHANICAL AND COLLISION REPAIR FOR 1476 MONTGOMERY HIGHWAY

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2331, also known as the City of Vestavia Hills Zoning Code; and

WHEREAS, Anthony F. and Margaret Serra are owners of the property located at 1476 Montgomery Highway zoned Vestavia Hills B-3 (business district); and

WHEREAS, Alton B. Parker Jr., Spain & Gillon, LLC, attorney for the Serras, presented an application for Conditional Use approval for the purpose of automotive sales, automotive services – major and minor, including, but not limited to, mechanical and collision repair for the property located at 1476 Montgomery Highway pursuant to Table 6 of the Vestavia Hills Zoning Code; and

WHEREAS, Mr. and Mrs. Serra, owners of the property located at 1476 Montgomery Highway, were desirous of opening a new or used automotive dealership with complete automotive servicing and repair on said property; and

WHEREAS, on November 14, 2011, the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 2373 to grant said Conditional Use for the property located at 1476 Montgomery Highway as requested; and

WHEREAS, on or about April 7, 2014, the dealership suffered severe flooding of Patton Creek which caused significant damage to the premises; and

WHEREAS, Section 13.3.3 of the Vestavia Hills Zoning Code provides that “When such use is abandoned or discontinued for a period of one (1) year, it shall not be reestablished unless authorized by the Council;” and

WHEREAS, Alton Parker, Spain and Gillon, LLC, attorney for the owners, submitted a letter dated March 3, 2015; and

WHEREAS, on March 23, 2015, the Vestavia Hills City Council adopted and approved Ordinance Number 2373-A granting an 18-month extension for said dealership; a copy of which is marked as “Exhibit A” attached to and incorporated into this Ordinance

Number 2373-B as though written fully therein, requesting an additional 18-month extension to said Conditional Use; and

WHEREAS, on December 28, 2016, the City Council adopted and approved Ordinance Number 2373-B approving an additional 18-month extension on said uses of Automotive Sales, Automotive Services – Major and Minor, including Mechanical and Collision Repair beginning October 15, 2016; and

WHEREAS, on January 17, 2019, following remedial steps to enhance and extend the flood elevations of the property, Alton B. Parker Jr., on behalf of Serra Automotive submitted a request for Conditional Use Approval for automotive sales, automotive service – major and minor, including mechanical and collision repair for the property located at 1476 Montgomery Highway.

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

1. Conditional Use Approval is hereby granted for automotive sales, automotive services – major and minor, including, but not limited to, mechanical and collision repair for property located at 1476 Montgomery Highway for an 18-month period beginning April 22, 2019 and ending at midnight, April 21, 2020; and
2. Should said such Conditional Use fail to operate on the property within the time period listed in Section 1 or should said Conditional Use cease to exist on the property for a period of twelve (12) consecutive months, said use shall be considered null and void; and
3. This Ordinance Number 2839 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and

DONE, ORDERED, ADOPTED and APPROVED this the 22nd day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

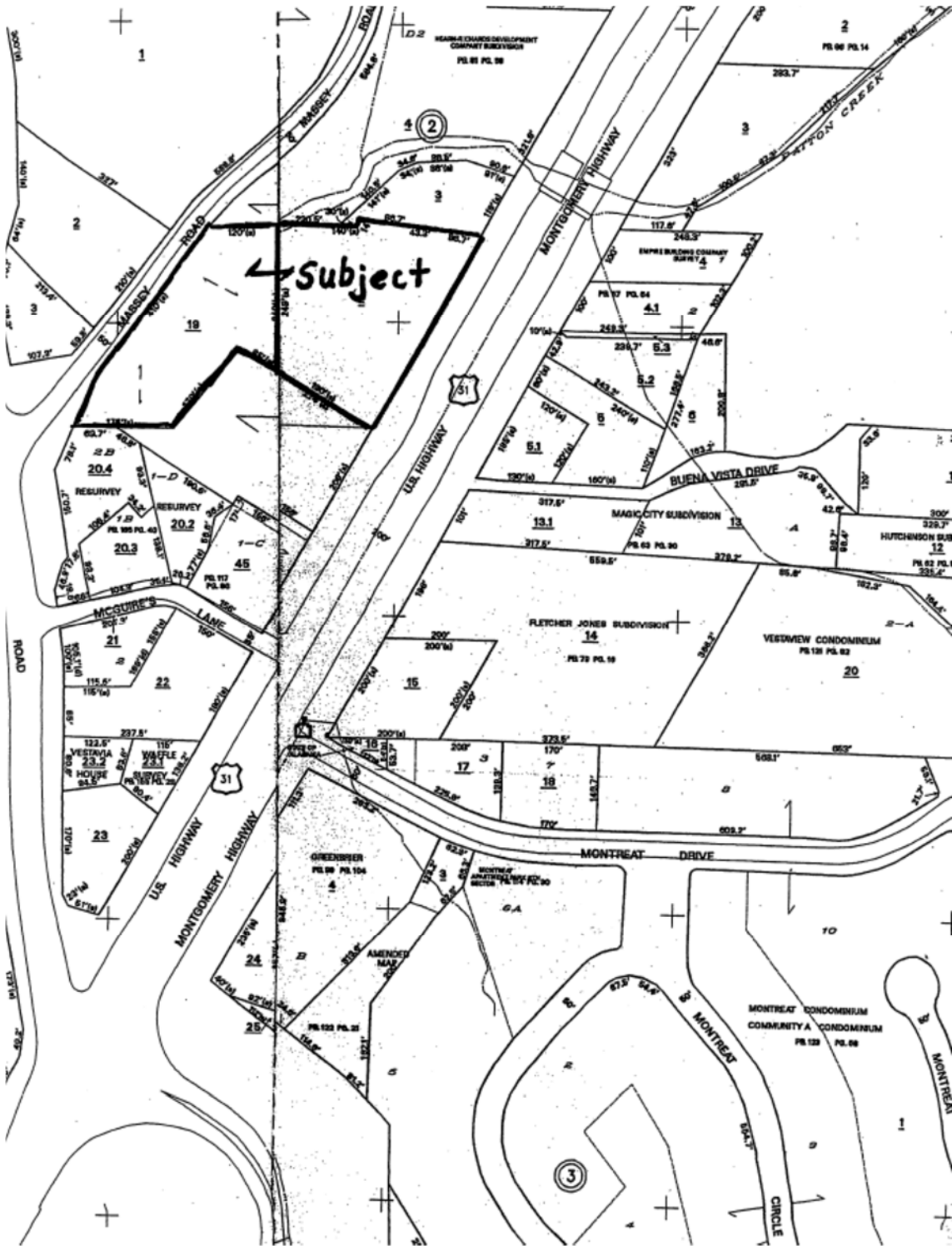
Rebecca Leavings
City Clerk

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 # 2839 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 22nd day of April, 2019 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



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: Anthony F. and Mary Margaret Serra

ADDRESS: 9709 Parkway East, Suite D, Birmingham, AL 35215

MAILING ADDRESS (if different from above) _____

PHONE NUMBER: Home _____ Office 205-836-6775

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____

Alton B. Parker, Jr.; Spain & Gillon, LLC; 505 20th Street North, Suite 1200, Birmingham, AL 35203

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 13.3 Conditional Uses of the Vestavia Hills Zoning Code.

Current Zoning of Property: B-3

Requested Conditional use For the intended purpose of: Automotive Sales,

Automotive Major and Automotive Minor, including Mechanical and Collision Repair
(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.)

See Attached - 1476 Montgomery Highway

City of Vestavia Hills

Property size: _____ feet X _____ feet. Acres: Approximately 3.75 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.

Anthony F. Seno
X Mary Harper Seno
Owner/Signature/Date

Alton B. Parker
Representing Agent (if any)/date
12/25/18

Given under my hand and seal
this 28th day of December, 2018.

Northatt Copeland
Notary Public
My commission expires 9-15-20
day of _____, 20____.

SPAIN & GILLON, LLC

505 20TH STREET NORTH

SUITE 1200

BIRMINGHAM, ALABAMA 35203

Telephone: (205) 328-4100

Facsimile: (205) 324-8866

Direct Dial (205) 581-6212

ALTON B. PARKER, JR.

E-MAIL: APARKER@SPAIN-GILLON.COM

January 17, 2019

Rebecca Leavings, City Clerk, MMC
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills AL 35216

Re: Request for Conditional Use Approval for Automotive Sales, Automotive Services - Major and Minor, including Mechanical and Collision Repair for 1476 Montgomery Highway

Dear Ms. Leavings:

As we discussed, attached is a request for Conditional Use Approval from f Anthony F. and Margaret Serra, owners of the property located at 1476 Montgomery Highway (“Serra”). The Vestavia City Council previously approved Conditional Use for this location on November 14, 2011 by Ordinance 2373. At that time, an Agreement to Conditional Zoning was executed by the Serras and submitted to the City as of the 12th day of December, 2011. The Serras later requested an extension of the Conditional Use Approval which was granted by the City Council on March 23, 2015 and which extended the Conditional Use for a period of 18 months from April 15, 2015 through October 15, 2016. A second extension of the Conditional Use Approval for a period of 18 months beginning on October 15, 2016 was granted by the Council. That extension has expired.

A review of the background of this matter might be helpful. Pursuant to the initial granting of the Conditional Use by the City, the Serra organization opened an automotive sales dealership at that location. On April 7, 2014 the dealership suffered severe flooding of Patton Creek which caused significant damage to most of the vehicles parked at the dealership and to the dealership premises. As a result of the flood, the dealership became unusable for future automobile sales. The last day of automobile sales for the few undamaged vehicles at the dealership was April 15, 2014.

Since that time Serra has been engaged in the process of designing improvements and modifications to the dealership building and site which will, to the maximum extent possible, prevent such flood damage in the future. Serra commissioned an architect to design modifications to the premises and a civil engineer to provide the “no rise study” required by Article 3 of the

Vestavia Flood Damage Prevention Ordinance. It took a significant period of time to finish that engineering “no rise study.” The “no rise study” was successful and Serra has now designed the project and has obtained a Building Permit to raise the level of the site in a way that makes it productive for the retail sale of automobiles.

The Serras appreciate the City’s patience and is ready to move forward with the construction. The Serras understand that this request to extend the Conditional Use will be put to the City Council in the form of a Resolution for approval. Thank you for your cooperation in this matter. If there is anything else that I or the Serras need to do in order to pursue this request for Conditional Use Approval, please let me know.

Sincerely,

SPAIN & GILLON, L.L.C.

By:



Alton B. Parker, Jr.

ABP, JR./pgd

cc: Jeff Downes, City Manager
Anthony F. Serra and Mary Margaret Serra
Serra Automotive Group

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

Date: MARCH 14, 2019

- **CASE:** P-1011-22 A
- **REQUESTED ACTION** Conditional Use Approval For The Intended Purpose Of Automotive Sales, Automotive Services – Major & Minor, Including Mechanical & Collision Repair.
- **ADDRESS/LOCATION:** 1476 Montgomery Highway
- **APPLICANT/OWNER:** Anthony F. & Margaret Serra
- **GENERAL DISCUSSION:** The applicants seek an extension of a Conditional Use for an automotive sales, and services dealership. This property has been granted a Conditional Use in the past through Ordinance 2373, approved in November 2011. In 2014 there was a flood that damaged the property, which made the property unusable. Over next couple years extensions of the Conditional Use were granted, up until October 2016. Since that date the applicants have designed improvements to the structure and property to prevent future flood damage. A no rise study has been conducted in compliance with Article 3 of the Vestavia Hills Flood Damage Prevention Ordinance, and the applicants have obtained a building permit to raise the level of the site in a way that makes it productive for the retail sale of automobiles. The property is zoned B-3.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent for commercial core.
- **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.

MOTION Mr. Gilchrist made a motion to recommend Conditional Use Approval For Automotive Sales, Automotive Services-Major And Minor, Including Mechanical And Collision Repair for The Property Located At 1476 Montgomery Hwy. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

Mr. Weaver– yes

Mr. House – yes

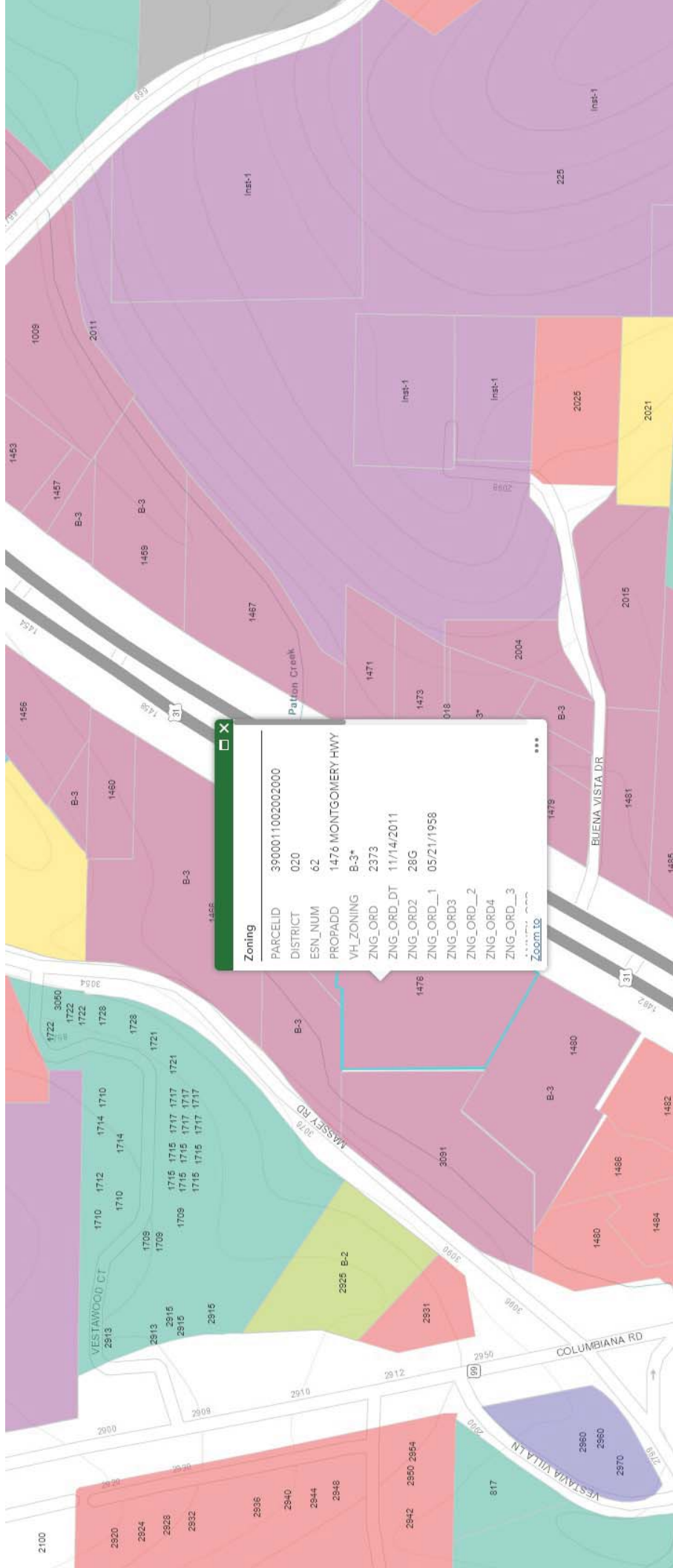
Motion carried.

Mr. Sykes – yes

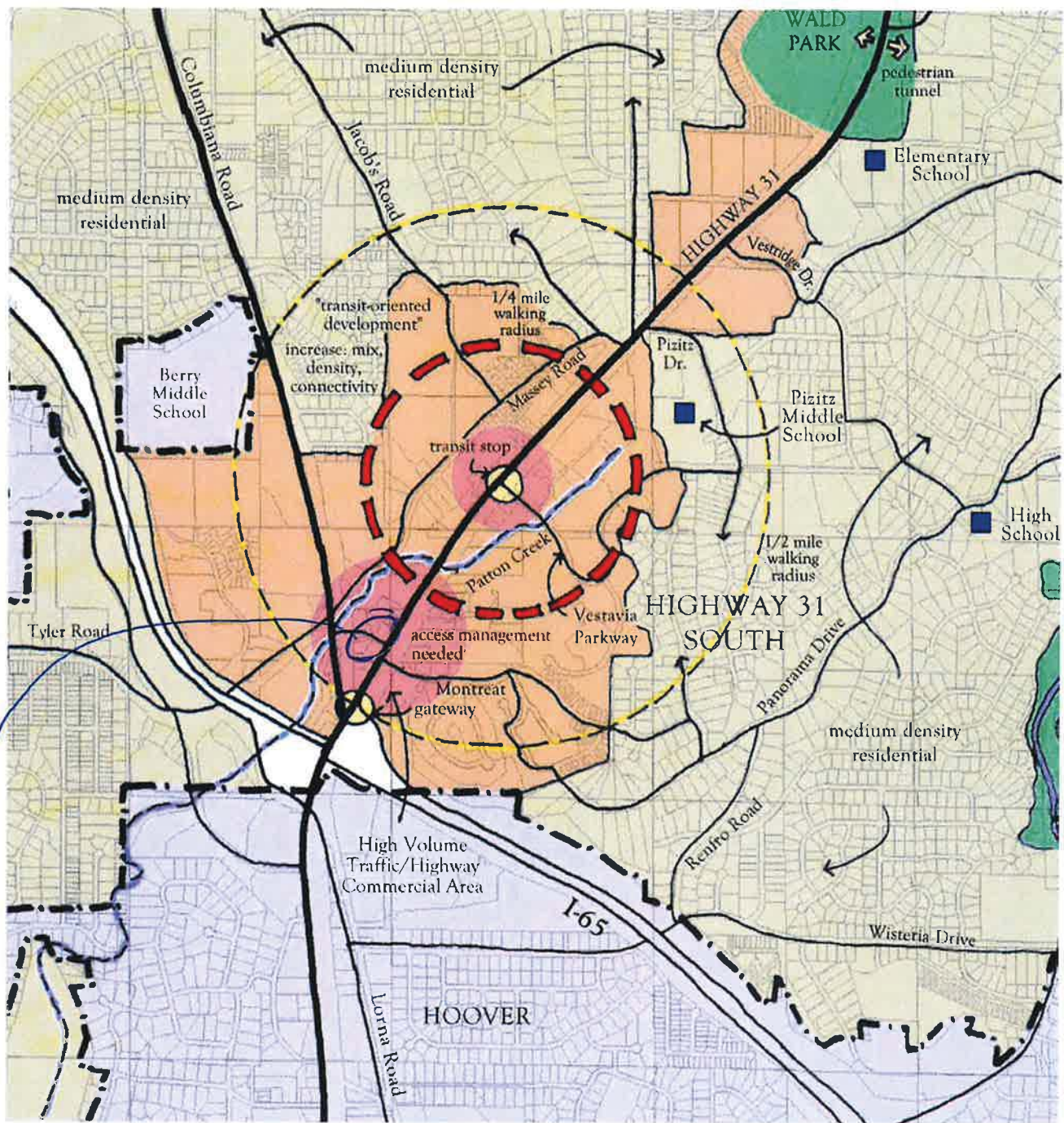
Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes



Zoning	
PARCELID	39000011002002000
DISTRICT	020
ESN_NUM	62
PROPADD	1476 MONTGOMERY HWY
VH_ZONING	B-3*
ZNG_ORD	2373
ZNG_ORD_DT	11/14/2011
ZNG_ORD2	28G
ZNG_ORD_1	05/21/1958
ZNG_ORD3	
ZNG_ORD_2	
ZNG_ORD4	
ZNG_ORD_3	
Zoom to	



Subject Parcel

Figure 18: Highway 31 South
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 bike racks, seating, parking, and public amenities are provided for trail users.
- Schools** - School facilities administrated by the Vestavia Hills School System.



ORDINANCE NUMBER 2835

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 R-4 TO VESTAVIA HILLS R-9

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 R-4 (medium density residential district) to Vestavia Hills R-9 (planned residential district):

3984 & 3988 Natchez Drive; Lots 2 & 3, Block 1 Hermitage Forest 1st Sector
Arthur Powell, Owner

BE IT FURTHER ORDAINED, that said zoning is conditioned upon the site plan presented.

APPROVED and ADOPTED this the 22nd day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

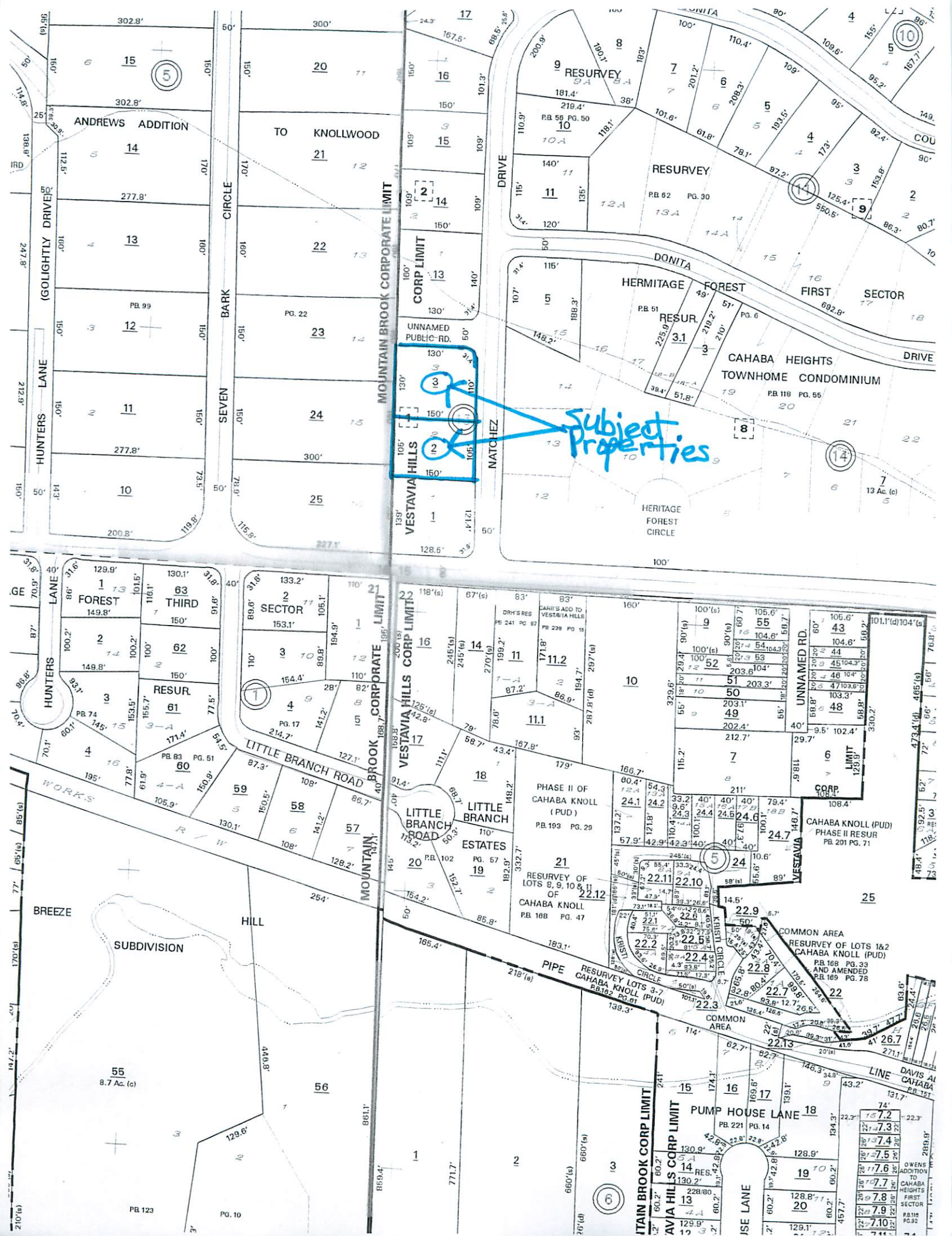
Rebecca Leavings
City Clerk

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 # 2835 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 22nd day of April, 2019, as same appears in the official records of said City.

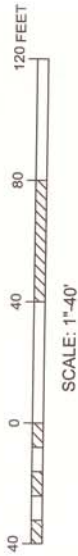
Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk



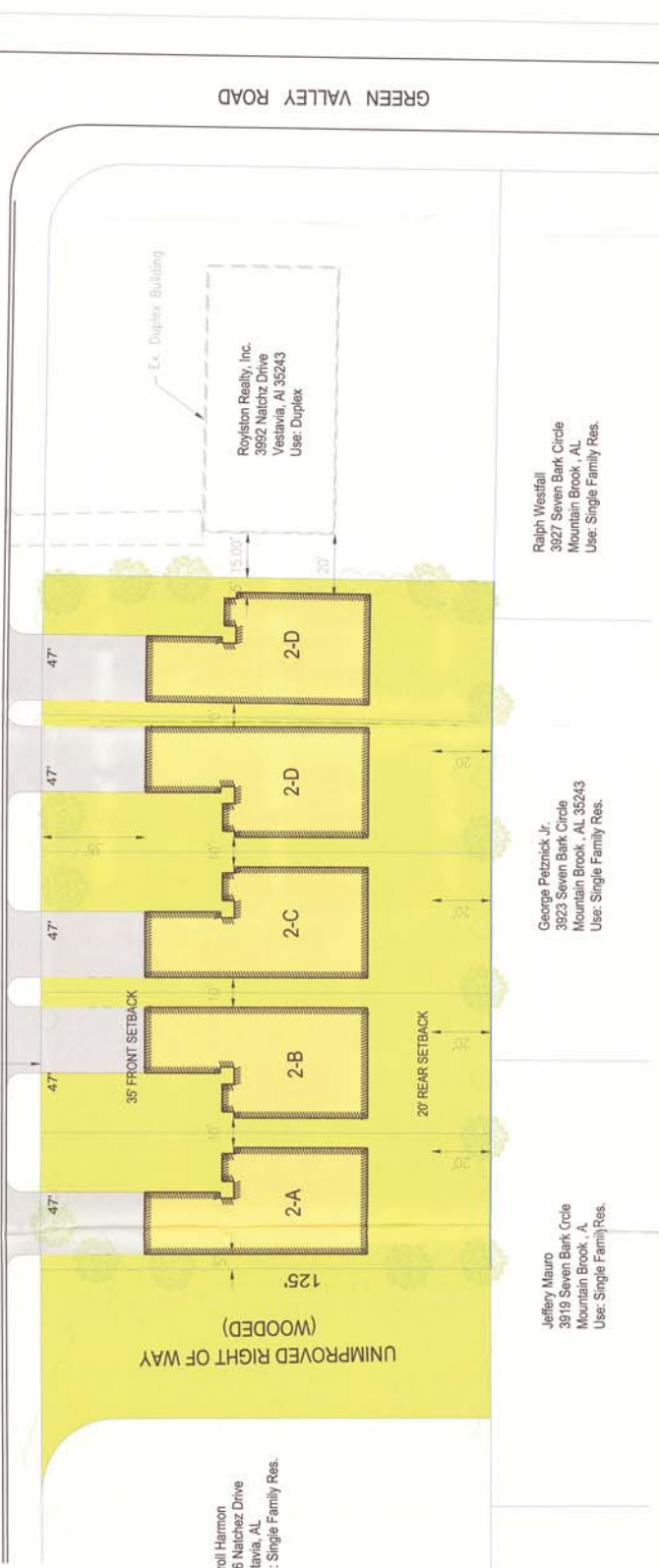


Know what's below.
Call before you dig.



KADCO HOMES

NATCHEZ DRIVE



Carroll Harmon
3976 Natchez Drive
Vestavia, AL
Use: Single Family Res.

Jeffery Mauro
3919 Seven Bark Circle
Mountain Brook, AL
Use: Single Family Res.

George Peznick Jr.
3923 Seven Bark Circle
Mountain Brook, AL 35243
Use: Single Family Res.

Ralph Westfall
3927 Seven Bark Circle
Mountain Brook, AL
Use: Single Family Res.

Royston Realty, Inc.
3992 Natchz Drive
Vestavia, AL 35243
Use: Duplex

Ex. Duplex Building

Author Powell, OWNER
3984 & 3988 Natchez Drive
CURRENT USE: Duplex
PROPOSED ZONING: R-9

LEGAL DESC: LOT 2 & 3, BLK 1, (MB 1, PG 6)
PROPOSED USE: 5 SINGLE FAMILY RESIDENCE

PROPOSED SETBACKS:
FRONT: 35'-0"
REAR: 20'-0"
SIDE: 5'-0"

HagerCo-LLC

keithhager@icloud.com
Keith L. Hager, PE
1201 Graylynn Drive
Birmingham, AL 35216
Direct: 205.229.1738

DATE: 10/26/2015 10:43 AM
3984 & 3988 Natchez Drive
Revised to R-9
Author Powell

Future Land Use

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

Subject Parcel

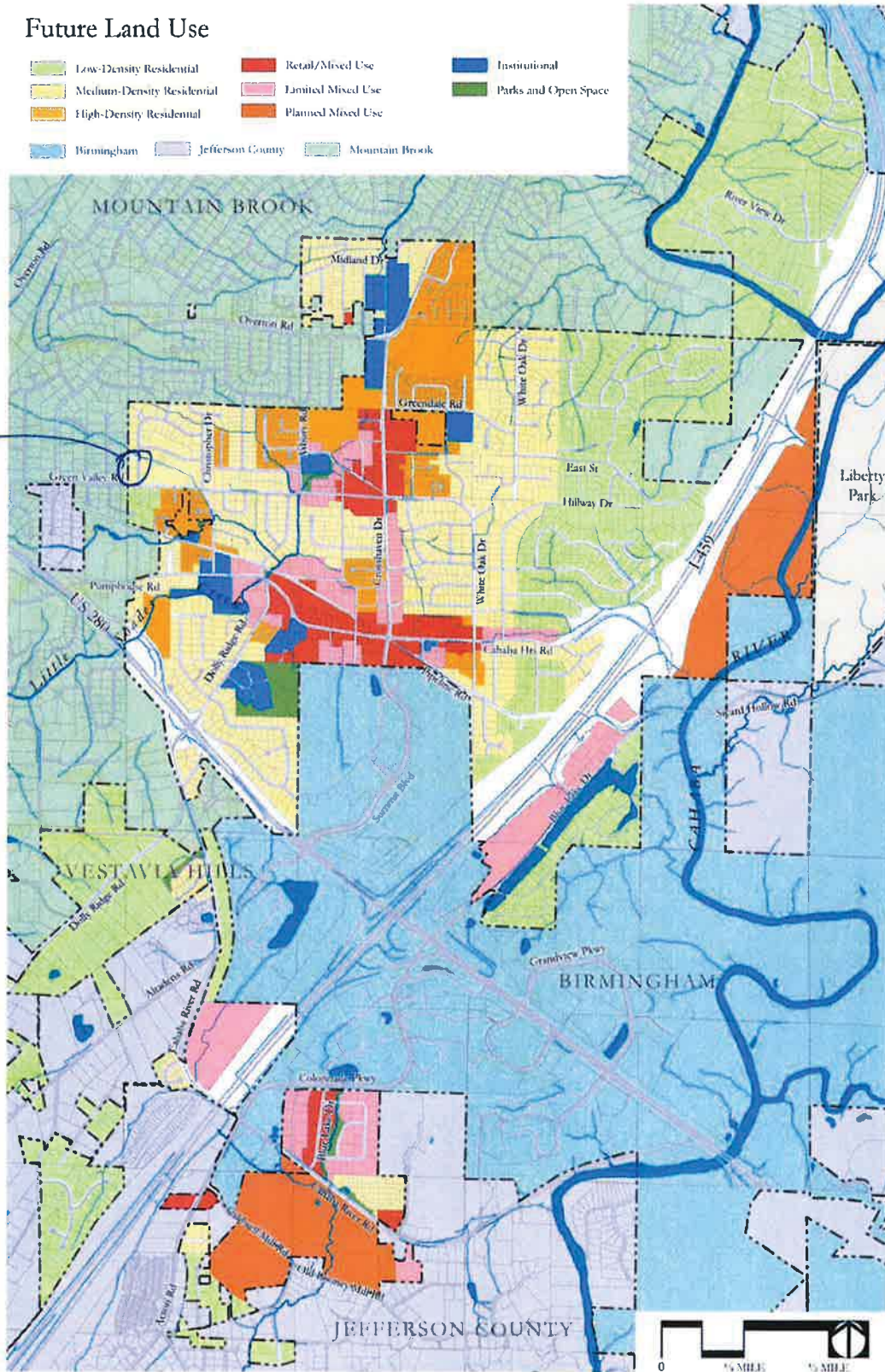


Figure 4: Future Land Use Map

ORDINANCE NUMBER 2836

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 R-4 TO VESTAVIA HILLS R-9

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 R-4 (medium density residential district) to Vestavia Hills R-9 (planned residential district):

3785 Glass Drive; Lot 29, Glass' 3rd Add to New Merkle
Tucker & Company, LLC, Owner(s)

BE IT FURTHER ORDAINED, that said zoning is conditioned upon the following conditions:

1. Rezoned for detached use only; and
2. Rezoning based upon lot layout and setbacks as presented; and
3. Rezoning based on covenants as presented.

APPROVED and ADOPTED this the 22nd day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

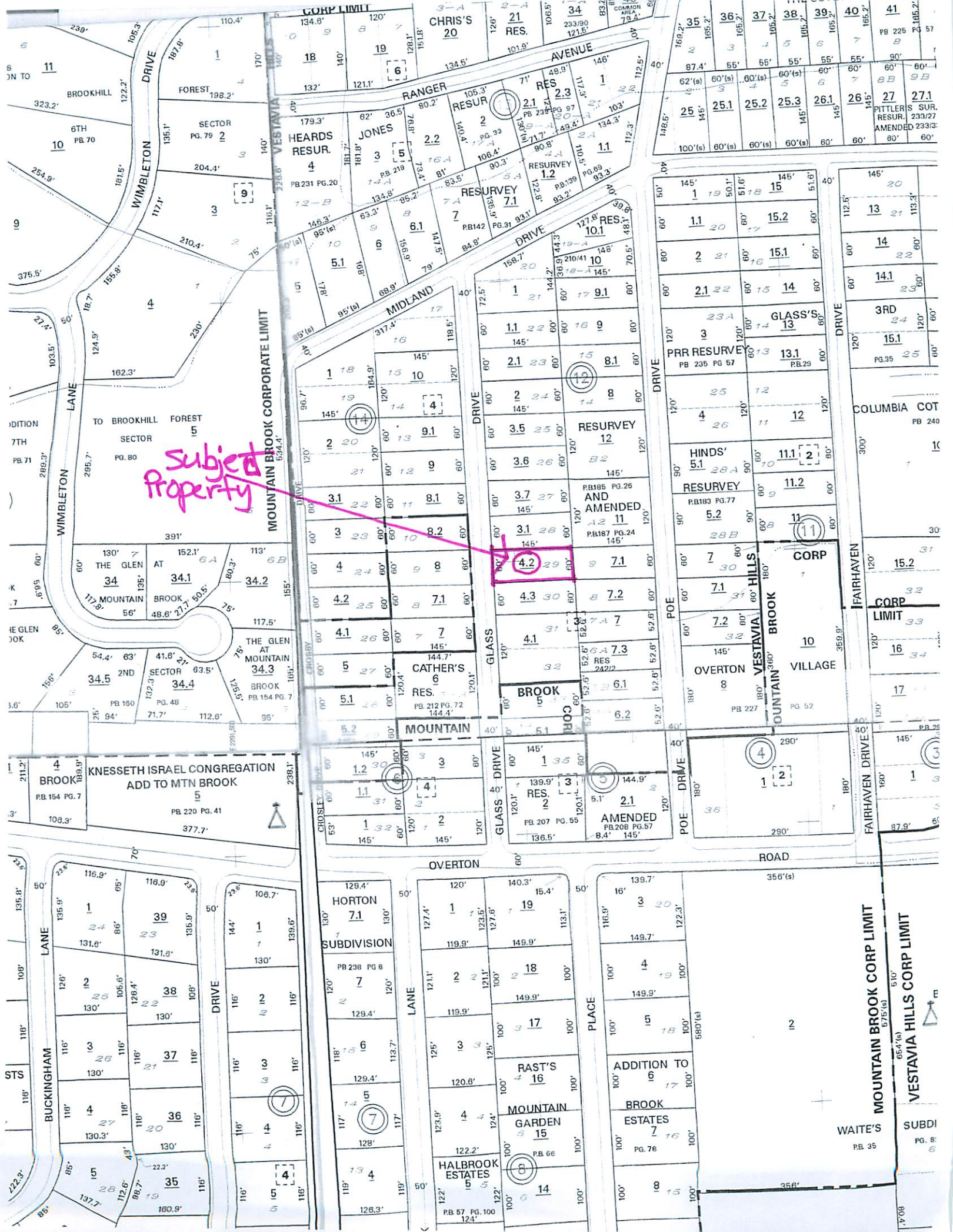
Rebecca Leavings
City Clerk

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 # 2836 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 22nd day of April, 2019, 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 _____ day of _____, 2019.

Rebecca Leavings
City Clerk



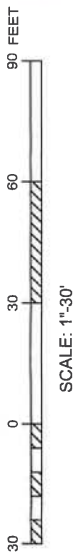
Subject Property

4.2

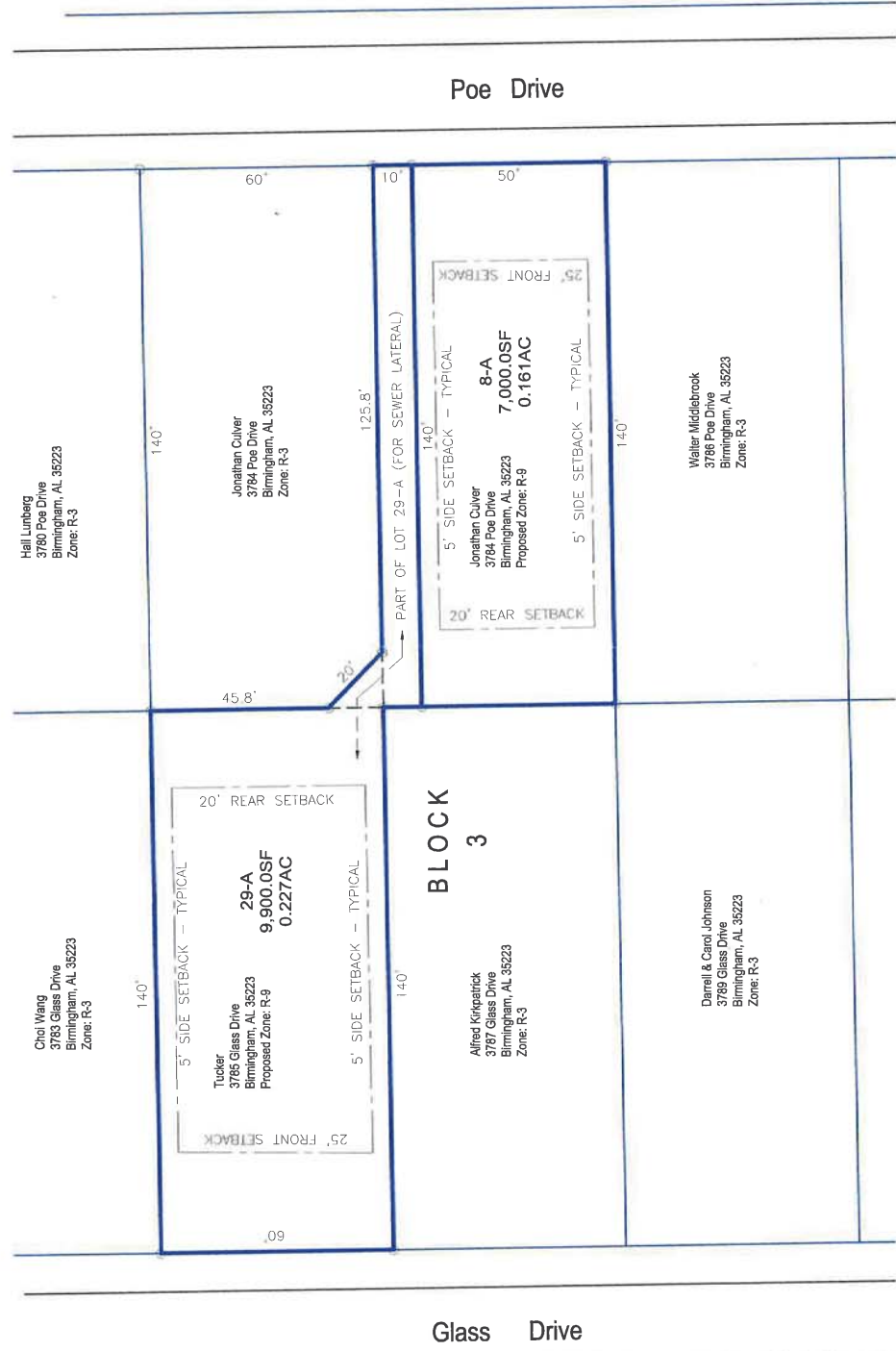
Map containing various lot numbers (e.g., 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000).



Know what's below.
Call before you dig.



KADCO HOMES



Poe Drive

Glass Drive

PROPOSED SETBACKS:
 FRONT: 25'-0"
 REAR: 20'-0"
 SIDE: 5'-0"

Culver, OWNER
 3784 Poe Drive
 CURRENT USE: R-3
 PROPOSED ZONING: R-9
 LEGAL DESC: LOT 8, BLK 3, (MB 29, PG 35)
 PROPOSED USE: 1 SINGLE FAMILY RESIDENCE

Tucker, OWNER
 3785 Glass Drive
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 PROPOSED ZONING: R-9
 LEGAL DESC: LOT 29, BLK 3, (MB 29, PG 35)
 PROPOSED USE: 1 SINGLE FAMILY RESIDENCE

HagerCo-LLC
 keithhager@icloud.com
 Keith L. Hager, PE
 1201 Graylynn Drive
 Birmingham, AL 35216
 Direct: 205.229.1738

JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS - PRESIDENT
LASHUNDA SCALES
SHELIA TYSON
STEVE AMMONS
T. JOE KNIGHT

TONY PETELOS
CHIEF EXECUTIVE OFFICER

ENVIRONMENTAL SERVICES DEPARTMENT
Suite A300
716 Richard Arrington, Jr. Blvd. N
Birmingham, Alabama 35203
Telephone (205) 325-5496
FAX (205) 325-5981

February 20, 2019

*Conrad Garrison
Planning and Zoning
City of Vestavia
1032 Montgomery Highway
Vestavia, Alabama 35216*

Reference: Sewer lateral for 3785 Glass Drive, Birmingham

Mr. Garrison,

This letter is to inform you that Jefferson County Specifications does not allow for the use of a sanitary sewer easement in lieu of real property when constructing a "new" sewer service lateral. Current conditions dictate that sewer service for 3785 Glass Drive can be obtained by one of two options. (1) Add a 10 foot wide property flag to 3785 Glass Drive extending said property to Poe Drive right-of-way or (2) Extend the Jefferson County sewer main located in Poe Drive to an existing property corner of 3785 Glass Drive.

If you have any further questions or need additional clarification regarding our specifications, please feel free to contact me at 325-5801.

Sincerely,

*Bryan K. Blackmon
Acting Senior Engineering Inspector
Field Supervisor*

BKB/kdw

Upon recording return this instrument to:

Overton Investments, LLC
3505 River Bend Road
Birmingham, Alabama 35216

This instrument was prepared by:

Michael M. Partain, Esq.
Attorney at Law
Michael M. Partain, LLC
The Kress Building
301 Nineteenth Street, Suite 501
Birmingham, Alabama 35203

**DECLARATION OF COVENANTS
FOR
PRIVATE SANITARY SEWER PIPE LINE CORRIDOR**

THIS DECLARATION, made this _____ day of _____, 2019, by **Overton Investments, LLC**, an Alabama limited liability company, hereinafter referred to as the “Declarant”.

WITNESSETH:

WHEREAS, the Declarant is the owner of Lot 8-A and Lot 29-A, according to the Resurvey of Lot 8 and Lot 29 of _____, as recorded in Map Book _____, Page _____, in the Probate Office of Jefferson County, Alabama, said Lots being situated in the City of Vestavia Hills; and

WHEREAS, the Declarant has re-subdivided said Lot 8 and Lot 29 to reconfigure Lot 8 and Lot 29 so as to make Lot 29 a “flag lot” (designated as “Lot 29-A”) in order to accommodate the installation of a private sanitary sewer lateral pipeline to serve Lot 29-A that shall connect to the boundary of the public right-of-way for Poe Drive as depicted on the map attached hereto as **EXHIBIT A** and made a part hereof; and

WHEREAS, Lot 8 was reconfigured as “Lot 8-A” as shown on **EXHIBIT A**; and

WHEREAS, as a condition of the re-subdivision of Lot 8 and Lot 29, the Declarant agreed that the Lot 29-A Owners and their heirs, successors, and assigns shall have the perpetual and non-exclusive right to install, operate, maintain, and replace a sanitary sewer lateral pipe line to serve Lot 29-A.

NOW, THEREFORE, the Declarant hereby declares that Lot 29-A and Lot 8-A shall be held, sold, and conveyed subject to the following terms and conditions, which shall attach to and run with the land as to the Lots, and shall inure to the benefit of and be binding on all parties having any right, title, or interest in any of the Lots and their respective heirs, successors, and assigns.

ARTICLE I

DEFINITIONS

1.1 Declarant. The term “Declarant” shall mean and refer to Overton Investments, LLC, an Alabama limited liability company, its successors and assigns.

1.2 Owner or Owners. The term “Owner” or “Owners” shall mean and refer to the record owner, whether one or more persons or entities (including the Declarant), its heirs, successors, and assigns, of a

fee simple title to any of the Lots, but excluding those parties having such interest merely as security for the payment of an obligation.

1.3 Lot or Lots. The term “Lot” or “Lots” shall mean and refer to the real property more particularly described on **EXHIBIT B** attached hereto and made a part hereof.

1.4 Pipe Line. The term “Pipe Line” shall mean and refer to the private sanitary sewer lateral pipe line to be installed, operated, maintained, and replaced on the Pipe Line Corridor.

1.5 Pipe Line Corridor. The term “Pipe Line Corridor” shall mean and refer to the ten (10) feet wide strip of land along the Northern boundary of Lot 8-A as depicted on **EXHIBIT A**.

ARTICLE II

PERMITTED USES AND RESTRICTIONS

2.1 Use of the Pipe Line Corridor. The Declarant hereby covenants and agrees that the Lot 29-A Owners shall have the perpetual and non-exclusive right to use the Pipe Line Corridor for the installation, operation, maintenance, and replacement of the Pipe Line to serve Lot 29-A, including the right of access thereto. The right to use the Pipe Line Corridor shall run with the land for the benefit of the Lot 29-A Owners and the heirs, successors, and assigns of such Owners. As a condition of this use, the Pipe Line shall be installed, operated, maintained, and replaced to serve Lot 29-A exclusively and shall not be utilized in any way to serve any other Lot or other real property.

2.2 Improvements on the Pipe Line Corridor. The Declarants hereby covenants and agrees that the Pipe Line Corridor is restricted for the use set forth in Section 2.1 and that no above-ground improvements of any nature shall be constructed on the Pipe Line Corridor by the Lot 29-A Owners for any purpose whatsoever. The Declarant hereby covenants and agrees that the Lot 8-A Owners shall have the right to install fencing and landscaping improvements on the Pipe Line Corridor subject to the conditions and restrictions set forth in this Article II. No masonry walls of any kind may be installed on the Pipe Line Corridor. The Declarant hereby covenants and agrees that any and all fencing and landscaping improvements that may be installed on the Pipe Line Corridor by the Lot 8-A Owners shall not cause any damage to the Pipe Line nor unreasonably interfere with the installation, operation, maintenance, and replacement of the Pipe Line.

ARTICLE III

OBLIGATIONS

4.1 Installation and Maintenance of Pipe Line. The Declarant shall, at its expense, install the Pipe Line underground within the Pipe Line Corridor at a depth to be determined by the Declarant’s engineers. Thereafter, the Lot 29-A Owners shall be solely responsible for the cost of maintaining and replacing the Pipe Line, except in the case of any damages to the Pipe Line caused by the negligence or willful acts of the Lot 8-A Owners.

4.2 Damages Caused by Lot 29-A Owners. The Lot 29-A Owners shall be liable for any damages to any property or bodily injury, including death, suffered or incurred by the Lot 8-A Owners as a result of the use of the Pipe Line Corridor by the Lot 29-A Owners and its agents and contractors, including the cost of reasonable attorney fees and other legal expenses incurred by the Lot 8-A Owners.

4.3 Damages Caused by Lot 8-A Owners. The Lot 8-A Owners shall be liable for any damages to any property or bodily injury, including death, suffered or incurred by the Lot 29-A Owners as a result of the Lot 8-A Owners' use of the Pipe Line Corridor by the Lot 8-A Owners and its agents and contractors, including the cost of reasonable attorney fees and other legal expenses incurred by the Lot 29-A Owners.

4.4 Maintenance Requirements. The Pipe Line and the Pipe Line Corridor shall be maintained in compliance with all applicable laws and regulations. The Lot 29-A Owners shall promptly restore the surface of the Pipe Line Corridor in good, neat, and orderly condition at their expense after the completion of any maintenance or replacement of the Pipe Line.

4.5 Notice to Lot 8-A Owners. The Lot 29-A Owners shall give written notice to the Lot 8-A Owners at least 48 hours prior to performing any routine maintenance or replacement of the Pipe Line. However, in the event of an emergency concerning the Pipe Line the Lot 29-A Owners shall make a reasonable attempt to notify the Lot 8-A Owners prior to conducting any activities on the Pipe Line Corridor.

4.6 Subordination of the Lien of Mortgagees. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish any judgment lien recorded in connection with the enforcement of the obligations set forth in this Article prior to such sale or transfer.

ARTICLE IV

GENERAL

5.1 Grantee's Acceptance. The grantee of any Lot subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Declarant or subsequent Owners of such Lot, shall accept such deed or other contract upon and subject to each and all of the provisions of this Declaration herein contained.

5.2 Severability. Every one of the provisions and restrictions contained in this Declaration is hereby declared to be independent of, and severable from, the rest of the provisions and restrictions and of and from every combination of the provisions and restrictions in this Declaration. Invalidation by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or restrictions, which shall remain in full force and effect.

5.3 No Waiver. The failure of any party entitled to enforce any provision of this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

5.4 Governing Law. This Declaration shall be governed by the laws of the State of Alabama.

5.5 Waiver of Right to Trial by Jury. The Declarant and the Owners hereby waives the right to a trial by jury in the event that any litigation of any claims arising out of this Declaration.

5.6 Successors and Assigns. This Declaration shall inure to the benefit of respective heirs, successors, and assigns of the Declarant and the Owners.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer or representative on this _____ day of _____ 2019.

DECLARANT:

Overton Investments, LLC

By: _____

Name: Charles G. Kessler, Jr.

Its: Manager

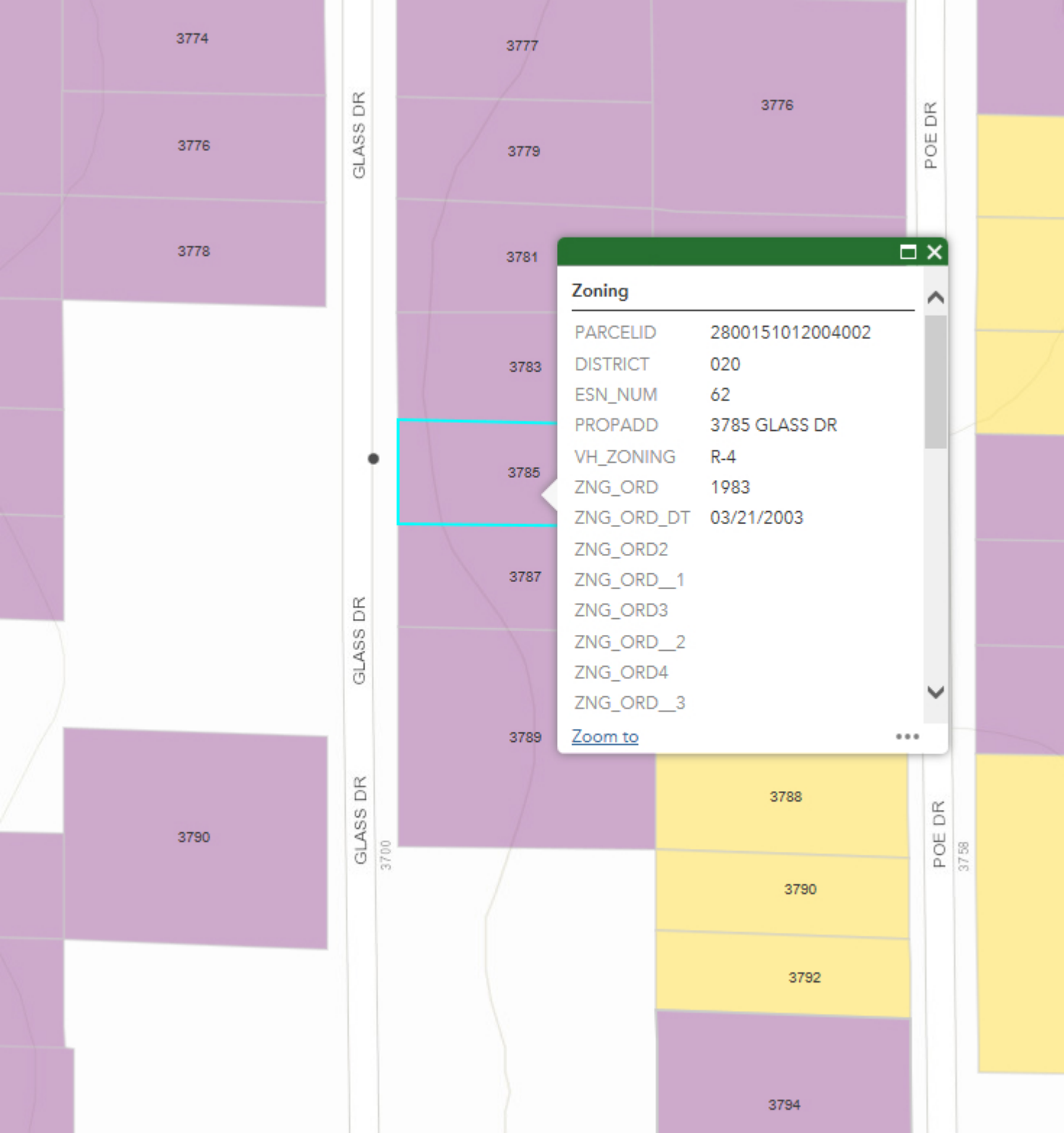
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary public in and for said County, in said State, hereby certify that Charles G. Kessler, Jr., whose name as Manager of Overton Investment, LLC, an Alabama limited liability company, acknowledged before me on this day that being informed of the contents of the said instrument, he executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2019.

[NOTARY SEAL]

Notary Public
My Commission Expires: _____



3774

3776

3778

GLASS DR

3777

3779

3776

POE DR

3781

Zoning

PARCELID	2800151012004002
DISTRICT	020
ESN_NUM	62
PROPADD	3785 GLASS DR
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](#)

3783

3785

3787

GLASS DR

3789

3788

POE DR

3790

3792

3790

GLASS DR

3700

3798

3794

Future Land Use

- | | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |

Subject Parcel

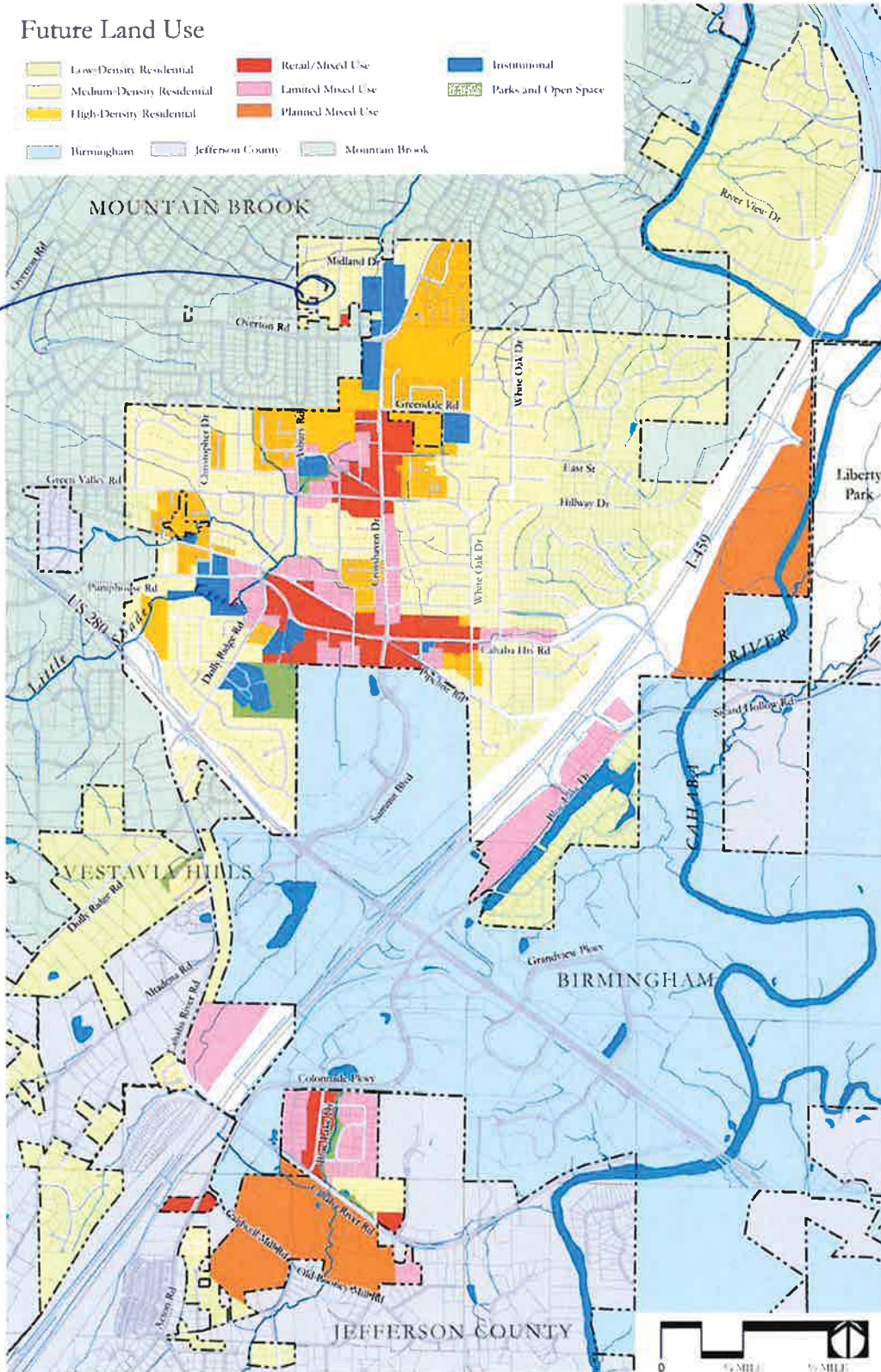


Figure 4: Future Land Use Map

ORDINANCE NUMBER 2837

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 R-4 TO VESTAVIA HILLS R-9

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 R-4 (medium density residential district) to Vestavia Hills R-9 (planned residential district):

3784 Poe Drive
Lot 8, Block 3, Glass' 3rd Add to New Merkle
Jonathan B. Culver, Owner(s)

BE IT FURTHER ORDAINED, that said zoning is conditioned upon the following conditions:

1. Rezoning is for detached residential use only; and
2. Rezoning based upon lot layout and setbacks as presented; and
3. Rezoning based upon private restrictive covenants as presented.

APPROVED and ADOPTED this the 22nd day of April, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

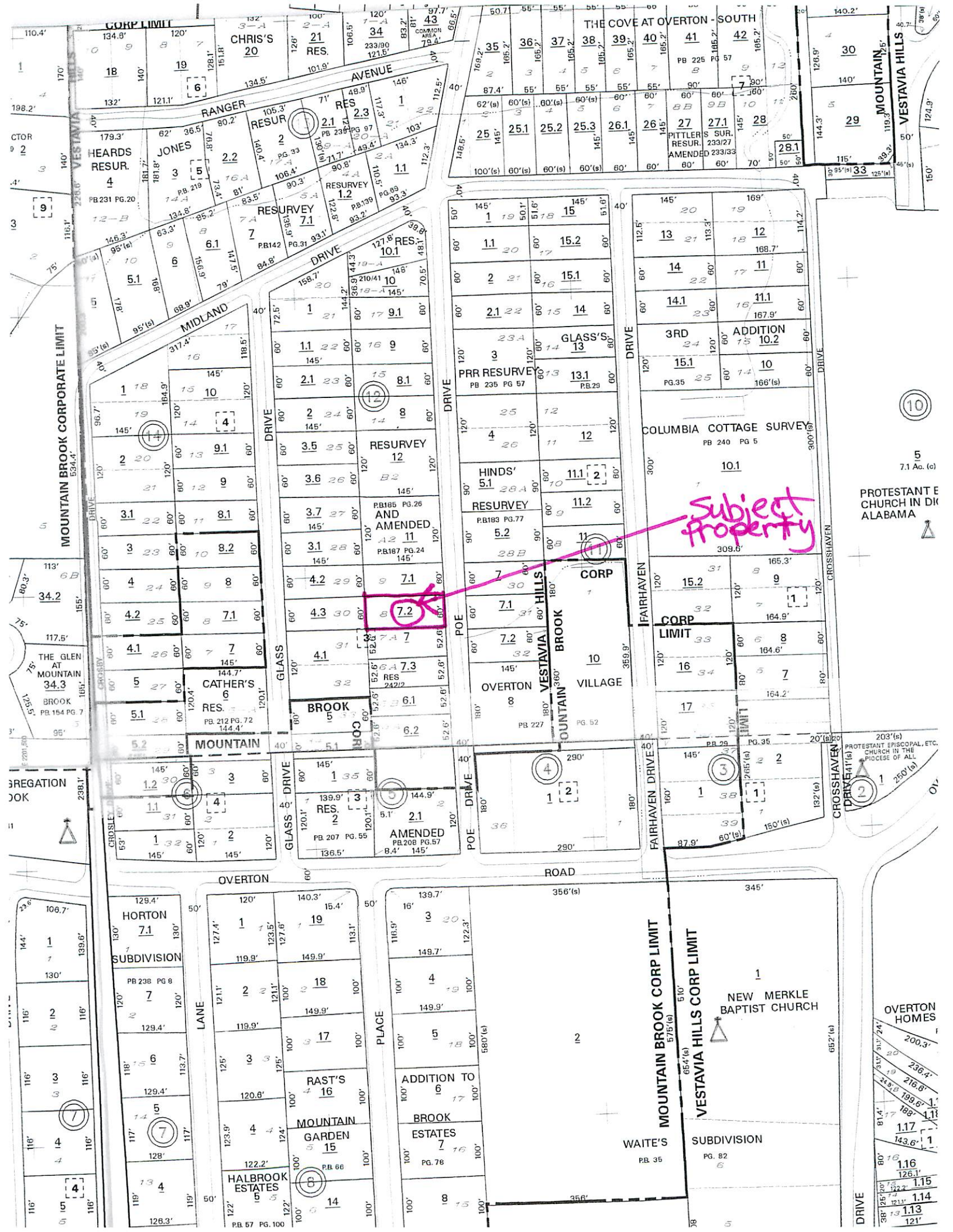
Rebecca Leavings
City Clerk

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 # 2837 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 22nd day of April, 2019, 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 _____ day of _____, 2019.

Rebecca Leavings
City Clerk



Subject Property

10

5
7.1 Ac. (c)

PROTESTANT E
CHURCH IN DI
ALABAMA

PROTESTANT EPISCOPAL, ETC.
CHURCH IN THE
PIECE OF ALL

OVERTON
HOMES

NEW MERKLE
BAPTIST CHURCH

WAITE'S
PB 35

SUBDIVISION
PG. 82

ADDITION TO
BROOK
ESTATES
PG. 78

HALBROOK
ESTATES
PB 66

HORTON
7.1
SUBDIVISION
PB 238 PG 8

MOUNTAIN BROOK CORP LIMIT
5.75'(e)

VESTAVIA HILLS CORP LIMIT
5.10'

FAIRHAVEN DRIVE

POE DRIVE

GLASS DRIVE

CHOSLEY DRIVE

BROOK DRIVE

MOUNTAIN DRIVE

CROSBY DRIVE

REGGATION JOK

CROSSHAVEN DRIVE

FAIRHAVEN DRIVE

POE DRIVE

GLASS DRIVE

BROOK DRIVE

MOUNTAIN DRIVE

CROSBY DRIVE

MOUNTAIN DRIVE

REGGATION JOK

CROSSHAVEN DRIVE

FAIRHAVEN DRIVE

POE DRIVE

GLASS DRIVE

BROOK DRIVE

MOUNTAIN DRIVE

CROSBY DRIVE

MOUNTAIN DRIVE

REGGATION JOK

CROSSHAVEN DRIVE

FAIRHAVEN DRIVE

POE DRIVE

GLASS DRIVE

BROOK DRIVE

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GLASS DRIVE

BROOK DRIVE

MOUNTAIN DRIVE

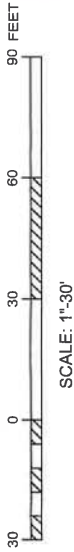
CROSBY DRIVE

MOUNTAIN DRIVE

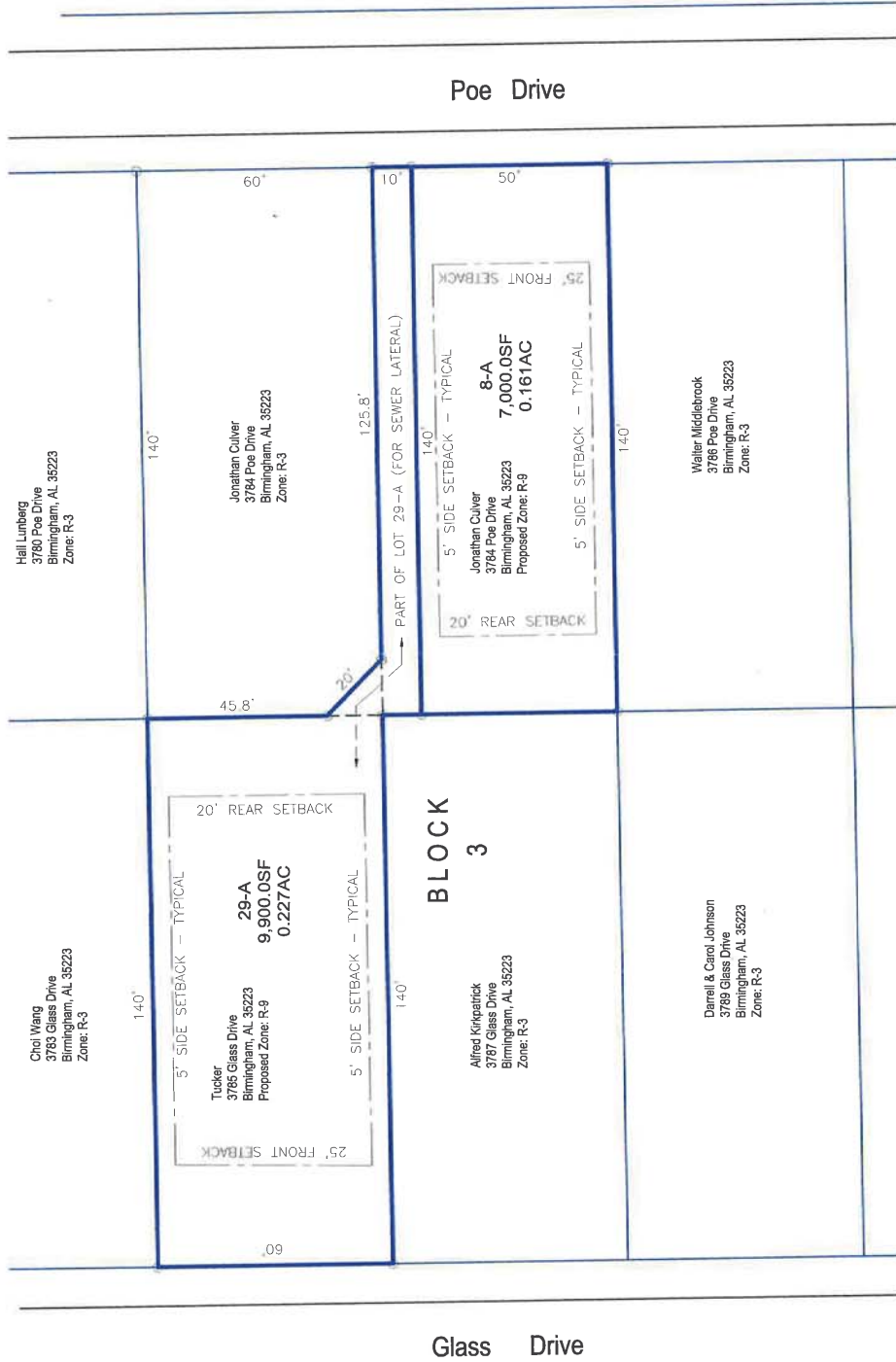
REGGATION JOK



Know what's below.
Call before you dig.



KADCO HOMES



Poe Drive

Glass Drive

PROPOSED SETBACKS:
 FRONT: 25'-0"
 REAR: 20'-0"
 SIDE: 5'-0"

Culver, OWNER
 3784 Poe Drive
 CURRENT USE: R-3
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 Keith L. Hager, PE
 1201 Graylynn Drive
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JEFFERSON COUNTY COMMISSION



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ENVIRONMENTAL SERVICES DEPARTMENT
Suite A300
716 Richard Arrington, Jr. Blvd. N
Birmingham, Alabama 35203
Telephone (205) 325-5496
FAX (205) 325-5981

February 20, 2019

*Conrad Garrison
Planning and Zoning
City of Vestavia
1032 Montgomery Highway
Vestavia, Alabama 35216*

Reference: Sewer lateral for 3785 Glass Drive, Birmingham

Mr. Garrison,

This letter is to inform you that Jefferson County Specifications does not allow for the use of a sanitary sewer easement in lieu of real property when constructing a "new" sewer service lateral. Current conditions dictate that sewer service for 3785 Glass Drive can be obtained by one of two options. (1) Add a 10 foot wide property flag to 3785 Glass Drive extending said property to Poe Drive right-of-way or (2) Extend the Jefferson County sewer main located in Poe Drive to an existing property corner of 3785 Glass Drive.

If you have any further questions or need additional clarification regarding our specifications, please feel free to contact me at 325-5801.

Sincerely,

*Bryan K. Blackmon
Acting Senior Engineering Inspector
Field Supervisor*

BKB/kdw

Upon recording return this instrument to:

Overton Investments, LLC
3505 River Bend Road
Birmingham, Alabama 35216

This instrument was prepared by:

Michael M. Partain, Esq.
Attorney at Law
Michael M. Partain, LLC
The Kress Building
301 Nineteenth Street, Suite 501
Birmingham, Alabama 35203

**DECLARATION OF COVENANTS
FOR
PRIVATE SANITARY SEWER PIPE LINE CORRIDOR**

THIS DECLARATION, made this _____ day of _____, 2019, by **Overton Investments, LLC**, an Alabama limited liability company, hereinafter referred to as the “Declarant”.

WITNESSETH:

WHEREAS, the Declarant is the owner of Lot 8-A and Lot 29-A, according to the Resurvey of Lot 8 and Lot 29 of _____, as recorded in Map Book _____, Page _____, in the Probate Office of Jefferson County, Alabama, said Lots being situated in the City of Vestavia Hills; and

WHEREAS, the Declarant has re-subdivided said Lot 8 and Lot 29 to reconfigure Lot 8 and Lot 29 so as to make Lot 29 a “flag lot” (designated as “Lot 29-A”) in order to accommodate the installation of a private sanitary sewer lateral pipeline to serve Lot 29-A that shall connect to the boundary of the public right-of-way for Poe Drive as depicted on the map attached hereto as **EXHIBIT A** and made a part hereof; and

WHEREAS, Lot 8 was reconfigured as “Lot 8-A” as shown on **EXHIBIT A**; and

WHEREAS, as a condition of the re-subdivision of Lot 8 and Lot 29, the Declarant agreed that the Lot 29-A Owners and their heirs, successors, and assigns shall have the perpetual and non-exclusive right to install, operate, maintain, and replace a sanitary sewer lateral pipe line to serve Lot 29-A.

NOW, THEREFORE, the Declarant hereby declares that Lot 29-A and Lot 8-A shall be held, sold, and conveyed subject to the following terms and conditions, which shall attach to and run with the land as to the Lots, and shall inure to the benefit of and be binding on all parties having any right, title, or interest in any of the Lots and their respective heirs, successors, and assigns.

ARTICLE I

DEFINITIONS

1.1 Declarant. The term “Declarant” shall mean and refer to Overton Investments, LLC, an Alabama limited liability company, its successors and assigns.

1.2 Owner or Owners. The term “Owner” or “Owners” shall mean and refer to the record owner, whether one or more persons or entities (including the Declarant), its heirs, successors, and assigns, of a

fee simple title to any of the Lots, but excluding those parties having such interest merely as security for the payment of an obligation.

1.3 Lot or Lots. The term “Lot” or “Lots” shall mean and refer to the real property more particularly described on **EXHIBIT B** attached hereto and made a part hereof.

1.4 Pipe Line. The term “Pipe Line” shall mean and refer to the private sanitary sewer lateral pipe line to be installed, operated, maintained, and replaced on the Pipe Line Corridor.

1.5 Pipe Line Corridor. The term “Pipe Line Corridor” shall mean and refer to the ten (10) feet wide strip of land along the Northern boundary of Lot 8-A as depicted on **EXHIBIT A**.

ARTICLE II

PERMITTED USES AND RESTRICTIONS

2.1 Use of the Pipe Line Corridor. The Declarant hereby covenants and agrees that the Lot 29-A Owners shall have the perpetual and non-exclusive right to use the Pipe Line Corridor for the installation, operation, maintenance, and replacement of the Pipe Line to serve Lot 29-A, including the right of access thereto. The right to use the Pipe Line Corridor shall run with the land for the benefit of the Lot 29-A Owners and the heirs, successors, and assigns of such Owners. As a condition of this use, the Pipe Line shall be installed, operated, maintained, and replaced to serve Lot 29-A exclusively and shall not be utilized in any way to serve any other Lot or other real property.

2.2 Improvements on the Pipe Line Corridor. The Declarants hereby covenants and agrees that the Pipe Line Corridor is restricted for the use set forth in Section 2.1 and that no above-ground improvements of any nature shall be constructed on the Pipe Line Corridor by the Lot 29-A Owners for any purpose whatsoever. The Declarant hereby covenants and agrees that the Lot 8-A Owners shall have the right to install fencing and landscaping improvements on the Pipe Line Corridor subject to the conditions and restrictions set forth in this Article II. No masonry walls of any kind may be installed on the Pipe Line Corridor. The Declarant hereby covenants and agrees that any and all fencing and landscaping improvements that may be installed on the Pipe Line Corridor by the Lot 8-A Owners shall not cause any damage to the Pipe Line nor unreasonably interfere with the installation, operation, maintenance, and replacement of the Pipe Line.

ARTICLE III

OBLIGATIONS

4.1 Installation and Maintenance of Pipe Line. The Declarant shall, at its expense, install the Pipe Line underground within the Pipe Line Corridor at a depth to be determined by the Declarant’s engineers. Thereafter, the Lot 29-A Owners shall be solely responsible for the cost of maintaining and replacing the Pipe Line, except in the case of any damages to the Pipe Line caused by the negligence or willful acts of the Lot 8-A Owners.

4.2 Damages Caused by Lot 29-A Owners. The Lot 29-A Owners shall be liable for any damages to any property or bodily injury, including death, suffered or incurred by the Lot 8-A Owners as a result of the use of the Pipe Line Corridor by the Lot 29-A Owners and its agents and contractors, including the cost of reasonable attorney fees and other legal expenses incurred by the Lot 8-A Owners.

4.3 Damages Caused by Lot 8-A Owners. The Lot 8-A Owners shall be liable for any damages to any property or bodily injury, including death, suffered or incurred by the Lot 29-A Owners as a result of the Lot 8-A Owners' use of the Pipe Line Corridor by the Lot 8-A Owners and its agents and contractors, including the cost of reasonable attorney fees and other legal expenses incurred by the Lot 29-A Owners.

4.4 Maintenance Requirements. The Pipe Line and the Pipe Line Corridor shall be maintained in compliance with all applicable laws and regulations. The Lot 29-A Owners shall promptly restore the surface of the Pipe Line Corridor in good, neat, and orderly condition at their expense after the completion of any maintenance or replacement of the Pipe Line.

4.5 Notice to Lot 8-A Owners. The Lot 29-A Owners shall give written notice to the Lot 8-A Owners at least 48 hours prior to performing any routine maintenance or replacement of the Pipe Line. However, in the event of an emergency concerning the Pipe Line the Lot 29-A Owners shall make a reasonable attempt to notify the Lot 8-A Owners prior to conducting any activities on the Pipe Line Corridor.

4.6 Subordination of the Lien of Mortgagees. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish any judgment lien recorded in connection with the enforcement of the obligations set forth in this Article prior to such sale or transfer.

ARTICLE IV

GENERAL

5.1 Grantee's Acceptance. The grantee of any Lot subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Declarant or subsequent Owners of such Lot, shall accept such deed or other contract upon and subject to each and all of the provisions of this Declaration herein contained.

5.2 Severability. Every one of the provisions and restrictions contained in this Declaration is hereby declared to be independent of, and severable from, the rest of the provisions and restrictions and of and from every combination of the provisions and restrictions in this Declaration. Invalidation by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or restrictions, which shall remain in full force and effect.

5.3 No Waiver. The failure of any party entitled to enforce any provision of this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

5.4 Governing Law. This Declaration shall be governed by the laws of the State of Alabama.

5.5 Waiver of Right to Trial by Jury. The Declarant and the Owners hereby waives the right to a trial by jury in the event that any litigation of any claims arising out of this Declaration.

5.6 Successors and Assigns. This Declaration shall inure to the benefit of respective heirs, successors, and assigns of the Declarant and the Owners.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer or representative on this _____ day of _____ 2019.

DECLARANT:

Overton Investments, LLC

By: _____

Name: Charles G. Kessler, Jr.

Its: Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary public in and for said County, in said State, hereby certify that Charles G. Kessler, Jr., whose name as Manager of Overton Investment, LLC, an Alabama limited liability company, acknowledged before me on this day that being informed of the contents of the said instrument, he executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2019.

[NOTARY SEAL]

Notary Public
My Commission Expires: _____



✖
☐

Zoning	
PARCELID	2800151012007002
DISTRICT	020
ESN_NUM	62
PROPADD	3784 POE DR
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

- | | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |

Subject Parcel

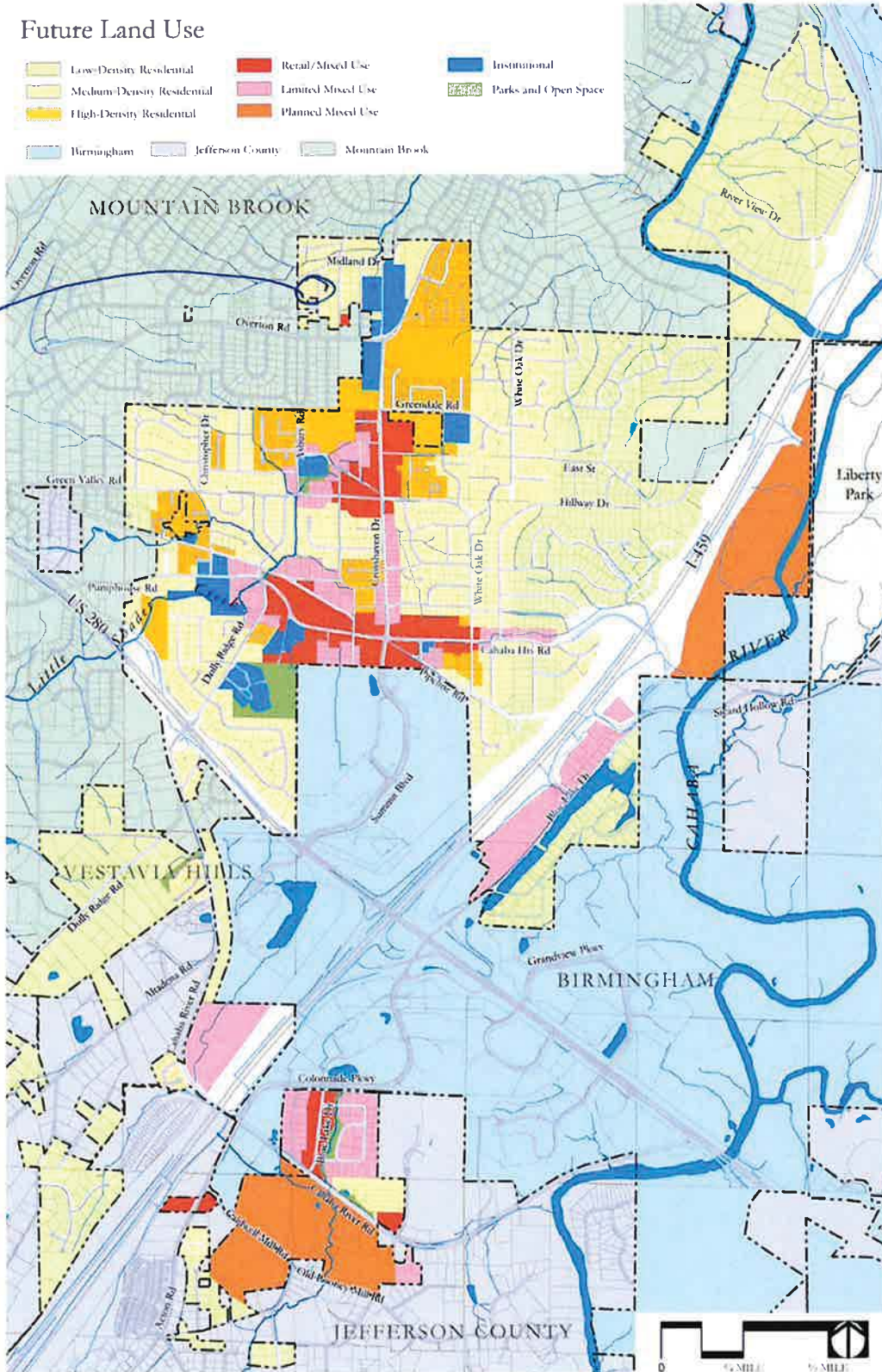


Figure 4: Future Land Use Map

ORDINANCE NUMBER 2841

AN ORDINANCE AMENDING SECTION 5 OF ORDINANCE NUMBER 2427 AND SECTION 10-14(e), VESTAVIA HILLS CODE OF ORDINANCES, REP. 2013 ENTITLED ‘EDUCATIONAL PROGRAMS’

THIS ORDINANCE NUMBER 2841 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 22nd day of April, 2019.

WITNESSETH THESE RECITALS:

WHEREAS, on April 22, 2019, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2427 to establish and create the Alcohol Abuse Education Program and the Traffic Safety Education Program for the Municipal Court of the City of Vestavia Hills, Alabama; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to amend Section 5 of said Ordinance Number 2427 to reallocate the distribution of funds derived from said program.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, SECTION 5 OF ORDINANCE NUMBER 2427 AND SECTION 10-14(e), VESTAVIA HILLS CODE OF ORDINANCES REP. 2013 ENTITLED “EDUCATIONAL PROGRAMS” ARE AMENDED IN ITS ENTIRETY AS FOLLOWS:

“(e) All monies collected as a result of the operation of the Alcohol Abuse Education Program and the Traffic Safety Education Program in the form of registration fees, evaluation fees and/or tuition fees shall be maintained in a separate account with the City Finance Department to be distributed as follows:

- (a) to fully cover the cost of services provided by the previously mentioned education programs;
- (b) an amount equivalent to Forty Dollars and Fifty Cents (\$40.50) per individual participant to the City’s “Court and Correction Fund”; and
- (c) an amount equivalent to Ten Dollars (\$10.00) per applicant to the “Municipal Court Judicial Administrative Fund”; and
- (d) an amount equivalent to Thirty Seven Dollars (\$37.00) per

applicant along with all rescheduling fees shall be applied to the “Court Technology Fund”; and

(e) all remaining monies to be used for the purpose of providing various other traffic safety education and awareness programs to the Vestavia Hills community through the Traffic Safety Office of the Vestavia Hills Police Department or any other police activities including training of officers. The collection and use of these monies shall be under the supervision of the Police Chief and Finance Director.”

Effective Date: This ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975*.

Severability: If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance which shall continue in full force and effect notwithstanding such holding.

DONE, ORDERED, ADOPTED and APPROVED this the 22nd day of April, 2019.

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 *////* 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 22nd day of April, 2019 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2842

AN ORDINANCE TO ALTER, REARRANGE, AND EXTEND THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA, SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY NOW WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, certain petitions signed by various owners dated November 19, 2018, that the property therein described be annexed to the City of Vestavia Hills, Alabama, together with a map of said territory showing its relationship to the corporate limits of the City, has been filed with the City Clerk of the City of Vestavia Hills; and

WHEREAS, this Council has determined and found that the matters set forth and alleged in said petition are true and correct, and that it is in the public interest that said territory be annexed to the City of Vestavia Hills;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Vestavia Hills, Alabama, as follows:

SECTION 1. That said Council hereby assents to the annexation of said territory to the City of Vestavia Hills, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Title 11, Chapter 42, Article 2, Code of Alabama, 1975 (Sections 11-42-20 through 11-42-23, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits. The new boundary line does not lie at any point more than half the distance between the old city boundary and the corporate boundary of any other municipality. Said territory is described as follows:

1. 2400 Magnolia Cove Road; Lot 1, Magnolia Cove Estates; Chase Beard, Owner
2. 2404 Magnolia Cove Road; Lot 2, Magnolia Cove Estates; Randel Walker, Owner
3. 2408 Magnolia Cove Road; Lot 3, Magnolia Cove Estates; David and Jenice Adcock
4. 2412 Magnolia Cove Road; Lot 4, Magnolia Cove Estates; Frank and Phyllis Hamrick, Owners
5. 2416 Magnolia Cove Road; Lot 5, Magnolia Cove Estates; Kay Watkins, Owner
6. 2420 Magnolia Cove Road; Lot 6, Magnolia Cove Estates; Chase Beard, Owner
7. 2424 Magnolia Cove Road; Lot 7, Magnolia Cove Estates; Chase Beard, Owner

8. 2423 Magnolia Cove Road; Lot 8, Magnolia Cove Estates; Chase Beard, Owner
9. 2419 Magnolia Cove Road; Lot 9, Magnolia Cove Estates; Martin Cogen, Owner
10. 2415 Magnolia Cove Road; Lot 10, Magnolia Cove Estates; John and Lynda Gay, Owners
11. 2409 Magnolia Cove Road; Lot 11, Magnolia Cove Estates; David and Tammy Doward, Owners
12. 2405 Magnolia Cove Road; Lot 12, Magnolia Cove Estates; Thomas and Jane Walker, Owners
13. 2401 Magnolia Cove Road; Lot 13, Magnolia Cove Estates; Chase Beard, Owner

SECTION 2. That the City Clerk shall file a certified copy of this Ordinance containing an accurate description of said annexed territory with the Probate Judge of Jefferson County, Alabama, and also cause a copy of this Ordinance to be published/posted in accordance with Alabama law.

APPROVED and ADOPTED this the 22nd day of April, 2019.

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 2842 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 22nd day of April, 2019, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

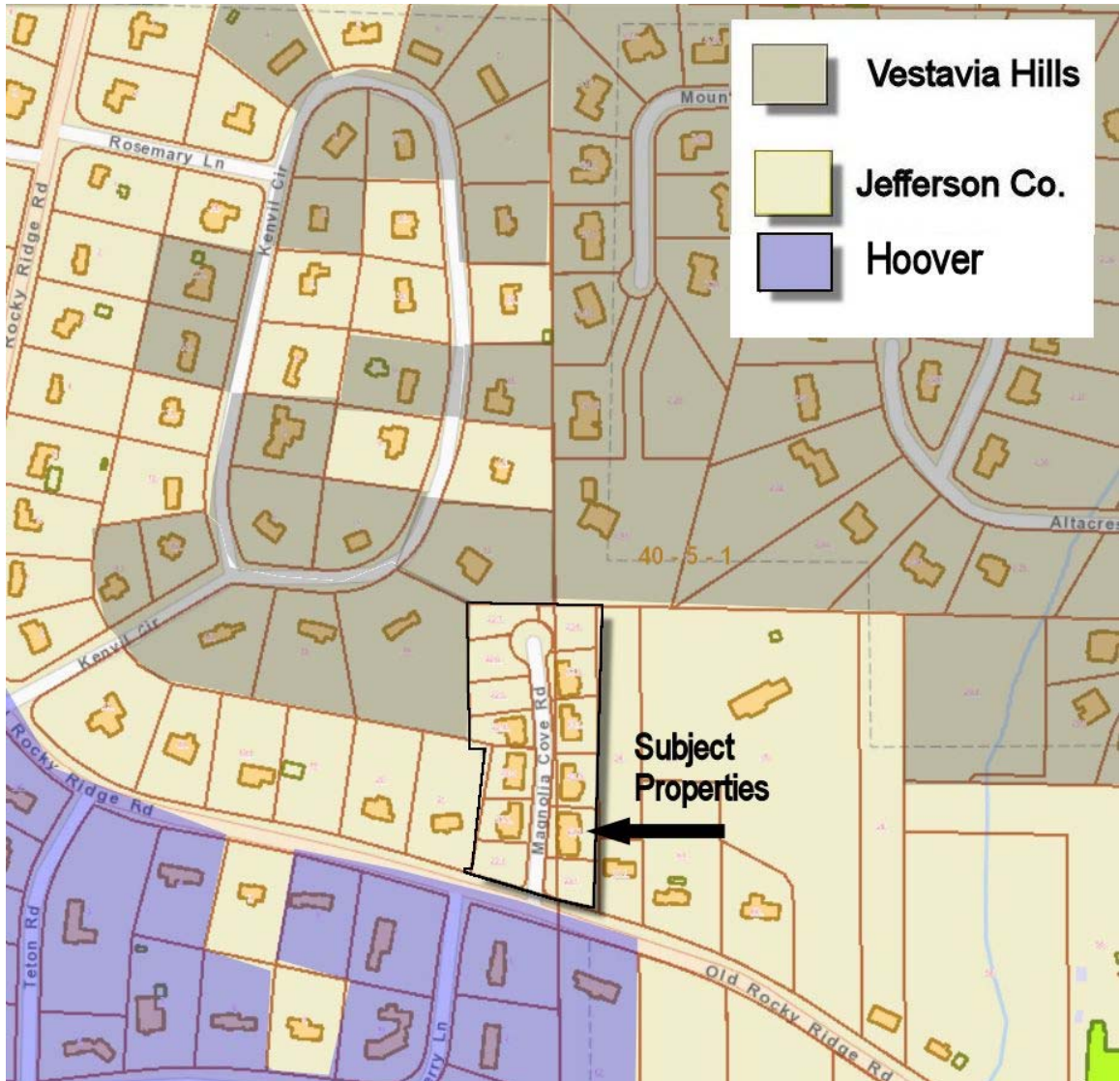


EXHIBIT "C"

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To Be completed by City Staff)

The following properties have requested to be annexed into the City. Please review this request and then forward your comments to the City Clerk as soon as is reasonably possible.

Location: Magnolia Ridge Subdivision

Engineering:

Date: _____

Initials: CB

Magnolia Cove Subdivision -- no significant concerns noted; with anticipation of roadway remaining a private drive, there is no added maintenance to the City; appears to meet majority of City subdivision standards; there is minor concern related to limited sight distance at intersection of Old Rocky Ridge looking east, will review with Jefferson County Roads and Transportation.

Board of Education:

Date: 12/20/18

Initials: S Bendall / per email

Comments: _____
_____ AIP _____

Police Department:

Date: 12/20/18

Initials: AW

Comments: No concerns

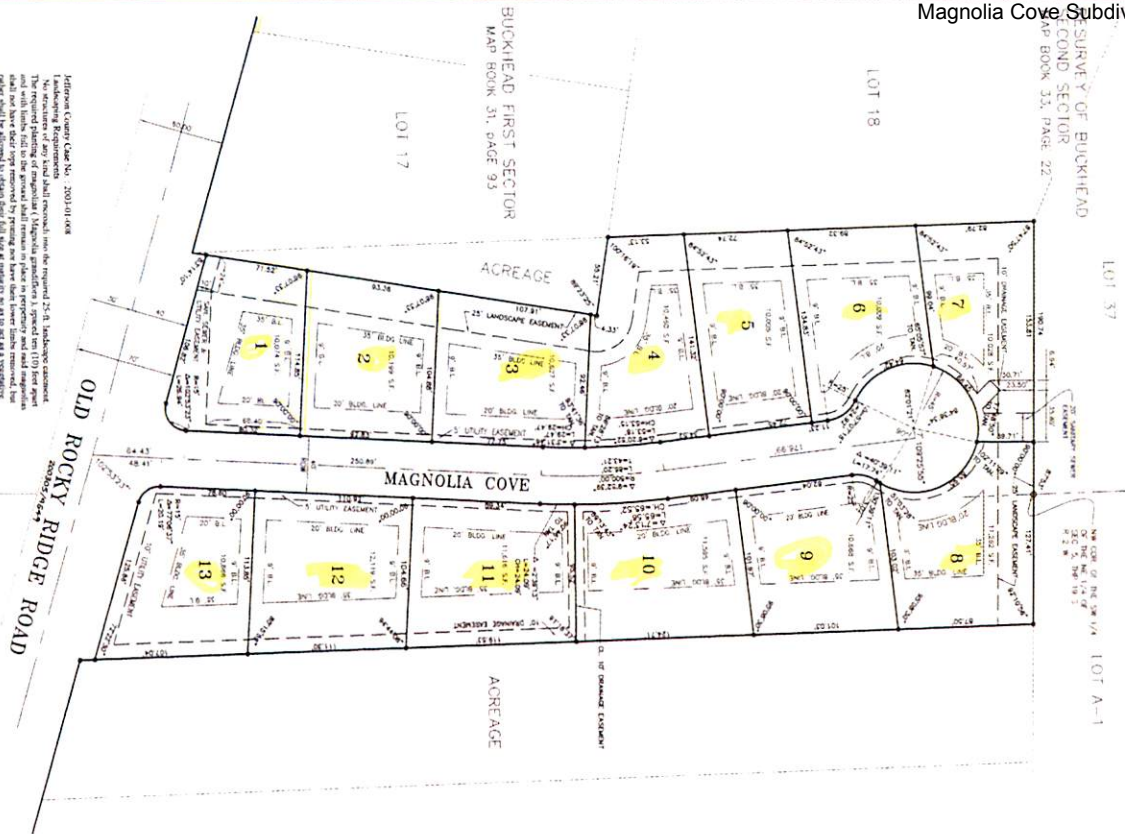
Fire Department:

Date: 12/28/2018

Initials: SC

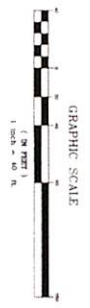
Comments: No concerns

SURVEY OF BUCKHEAD
COND. SECTION
MAP BOOK 33, PAGE 22



H.S. ESTATES A & B
ALTADENA BROOK
MAP BOOK 157, PAGE 58

Reference: County Code No. 2009-01-008
 The structures of any kind shall be erected, constructed, altered, repaired, or removed in accordance with the requirements of the zoning ordinance. The structures shall be erected, constructed, altered, repaired, or removed in accordance with the requirements of the zoning ordinance. The structures shall be erected, constructed, altered, repaired, or removed in accordance with the requirements of the zoning ordinance.



APPROVED: *[Signature]* DATE: 5-6-5
 APPROVED: *[Signature]* DATE: 5-6-5
 APPROVED: *[Signature]* DATE: 5/1/05
 APPROVED: *[Signature]* DATE: 5/1/05
 APPROVED: *[Signature]* DATE: 5/1/05
 APPROVED: *[Signature]* DATE: 5/1/05

NOTES:
 1. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF ALABAMA BY THE COUNTY OF ALABAMA.
 2. THE STATE OF ALABAMA SHALL BE THE GRANTEE OF THE CONVEYANCE.
 3. THE COUNTY OF ALABAMA SHALL BE THE GRANTEE OF THE CONVEYANCE.
 4. THE COUNTY OF ALABAMA SHALL BE THE GRANTEE OF THE CONVEYANCE.
 5. THE COUNTY OF ALABAMA SHALL BE THE GRANTEE OF THE CONVEYANCE.

STATE OF ALABAMA
 COUNTY OF ALABAMA
 I, *[Signature]*, a Notary Public in and for said County and State of Alabama, do hereby certify that Robert Reynolds, whose name is subscribed to the foregoing certificate as grantor, being known to me, acknowledged before me on this date that after having been duly informed of the contents of said certificate, he executed said instrument with full authority and legal intent.
 My Comm. Expires: 12/31/14
 Notary Public: *[Signature]*
 Com. Exp. Date: 8/6/08

STATE OF ALABAMA
 COUNTY OF ALABAMA
 I, *[Signature]*, a Notary Public in and for said County and State of Alabama, do hereby certify that Robert Reynolds, whose name is subscribed to the foregoing certificate as grantor, being known to me, acknowledged before me on this date that after having been duly informed of the contents of said certificate, he executed said instrument with full authority and legal intent.
 My Comm. Expires: 12/31/14
 Notary Public: *[Signature]*
 Com. Exp. Date: 8/6/08

MAGNOLIA COVE ESTATES
 BEING SITUATE IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 & THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 7 WEST, ALABAMA COUNTY, ALABAMA.
 PREPARED BY:
 1572 Montgomery Highway, Suite 104
 Birmingham, Alabama 35216
 (205) 923-7900 Fax: (205) 929-7633
 2070 Woodstone Road, Ste 500
 Birmingham, Alabama 35243
 (205) 359-4626
 1015 Exchange
 THE SOUTH SIDE TRUST
 Birmingham, Alabama 35203
 (205) 251-4000



STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Nov 19, 2018

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in JEFFERSON County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: 1, 5, 6, 7, 8, + 13

BLOCK: 5

SURVEY: AUG 18, 2006

RECORDED IN MAP BOOK 266, PAGE 78 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

COMPATIBLE CITY ZONING: _____


LEGAL DESCRIPTION (METES AND BOUNDS):

LOT(S) 1, 5, 6, 7, 8, + 13 MAGNOLIA COVE ESTATE

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

	1,5,6,7,8, & 13 Lot _____ Block <u>5</u> Survey <u>AUG 18, 2000</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

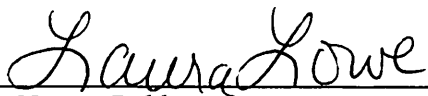
JEFFERSON COUNTY

CHARLES BEARD being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.



Signature of Certifier

Subscribed and sworn before me this the 16th day of October, 2018



Notary Public

My commission expires: Nov. 14, 2019

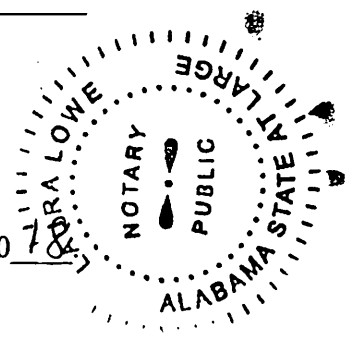


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____

Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): CHARLES BEARD (CRB CONSTRUCTION)

Address: 3528 LYNNGATE CIR

City: HOOVER State: AL Zip: 35226

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". _____

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 2/25/19

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in JEFFERSON County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: 5

BLOCK: 5

SURVEY: ~~STATE~~ AUG 18, 2006

RECORDED IN MAP BOOK 216, PAGE 78 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 5 MAGNOLIA COVE ESTATES

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Kay Watkins</u>	Lot <u>5</u> Block <u>5</u> Survey <u>AUG 18, 2006</u> XXXXXXXXXX
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

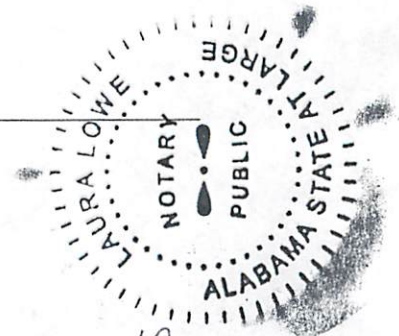
(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

JEFFERSON COUNTY

Kay Watkins being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Kay Watkins
Signature of Certifier



Subscribed and sworn before me this the 25th day of February, 2019.

Laura Lowe
Notary Public

My commission expires: Nov. 14, 2019

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at the City of _____, Alabama, this _____ day of _____, 20____.

DESCRIPTION OF PROPERTY

SIGNATURE(S)

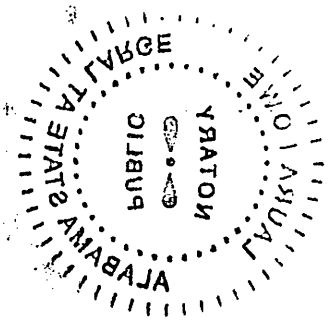
_____	_____
_____	_____
_____	_____

I, _____, County Clerk of _____ County, Alabama, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my office.

STATE OF ALABAMA

COUNTY OF _____

I, _____, County Clerk of _____ County, Alabama, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my office.



Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

STATE OF ALABAMA

Jefferson COUNTY

**PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: 9/12/17

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: 9 of Magnolia Cove

BLOCK: S

SURVEY: August 18, 2006

RECORDED IN MAP BOOK 216, PAGE 78 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: Birmingham

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 9 of Magnolia Cove Estate

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>M. Cogen</u>	Lot <u>9</u> Block <u>5</u> Survey <u>Aug 18, 2006</u>
<u>Martin S. Cogen</u>	Lot <u>9</u> Block <u>5</u> Survey <u>Aug 18, 2006</u>
	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

Martin S. Cogen being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

M. Cogen
Signature of Certifier

Subscribed and sworn before me this the 13 day of September, 2017.

Judy Lynn Longfellow
Notary Public

My commission expires: 12/18/2017



EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Martin + Elisa Cogen

Address: 2419 Magnolia Cove Rd.

City: B'ham State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
	<u>None</u>				
1.					
2.					
3.					
4.					
5.					
6.					

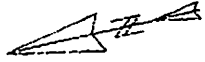
Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": _____

Jan 23 07 UT:UTP

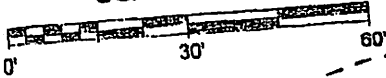
RODNEY SHIFLETT

205-669-1205

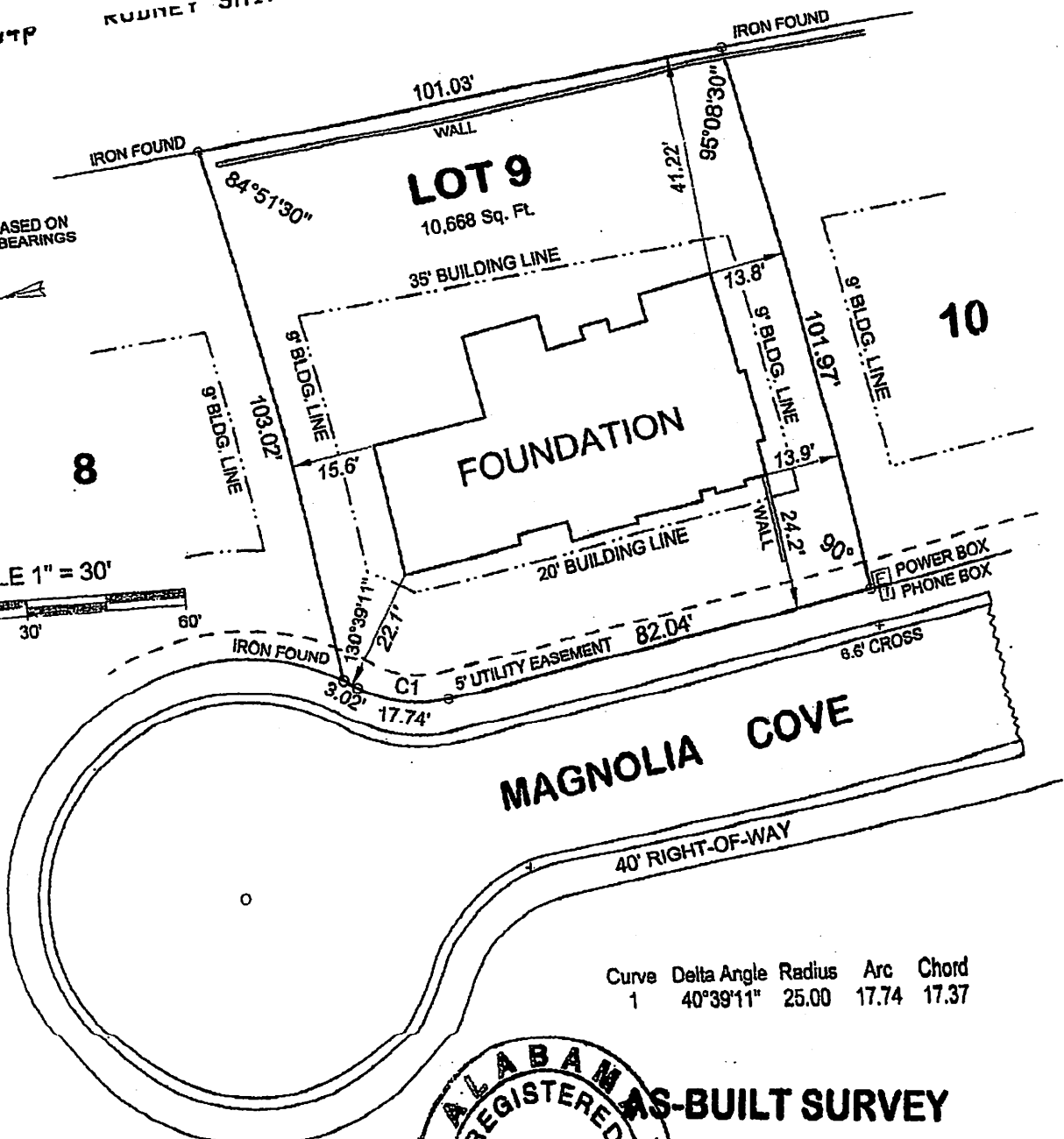
ASSUMED NORTH BASED ON
SUBDIVISION PLAT BEARINGS



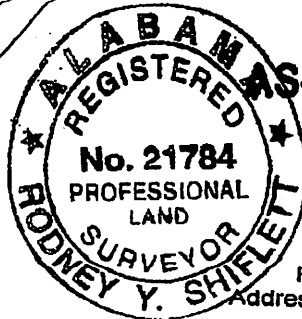
SCALE 1" = 30'



MSC



Curve	Delta Angle	Radius	Arc	Chord
1	40°39'11"	25.00	17.74	17.37



AS-BUILT SURVEY
FOUNDATION

{ State of Alabama }
{ Jefferson County }

Re: H.D.H CONSTRUCTION
Address: MAGNOLIA COVE

I, Rodney Y. Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief. That there are no visible encroachments upon the subject lot except as shown hereon excluding utility service lines, wires or pipes that serve the subject lot within dedicated easements or rights of way; I further certify that I have consulted the Federal Insurance Administration's Flood Hazard Map (Panel or Map) for the area and have determined that the subject Lot is not in a special flood prone area.

Lot 9 of MAGNOLIA COVE ESTATES as recorded in Map Book 216, Page 78 in the office of the Judge of Probate of Jefferson County, Alabama

According to my survey this August 18, 2006.

Rodney Y. Shiflett Al. Reg. No. 21784

P.O. Box 204 Columbiana, Al. 35051
Phone (205) 669-1205

Job #: 06649
Dwg#: MAGC9.zak

LEGEND

	POWER BOX
	PHONE BOX
	CABLE TV
	FENCE LINE
	OVERHEAD UTILITY LINES

STATE OF ALABAMA

Jefferson

COUNTY

PETITION FOR ANNEXATION TO THE

CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: November 13, 2017

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: MAGNOLIA COVE 40-5-1¹/₂ P LOT: 10 P

BLOCK: S

SURVEY: AUG 18 2006

RECORDED IN MAP BOOK 216, PAGE 78 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: Jefferson R2

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 10 OF MAGNOLIA COVE ESTATE

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

Lynda & John Gay Lot 10 Block 5 Survey AUG 18, 2000

Lot _____ Block _____ Survey _____

Lot _____ Block _____ Survey _____

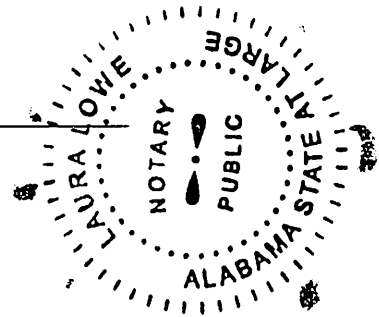
(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

JEFFERSON COUNTY

Lynda Gay being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Lynda Gay
Signature of Certifier



Subscribed and sworn before me this the 13th day of Nov-13, 2018.

Laura Lowe
Notary Public

My commission expires: Nov-14, 2019

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): John & Lynda Gay

Address: 2415 MAGNOLIA COVE RD.

City: BIRMINGHAM State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	<i>NONE</i>				
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". _____

STATE OF ALABAMA

Jefferson COUNTY

**PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: Nov. 13, 2018

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: 3

BLOCK: ~~000~~ 5

SURVEY: AUGUST 18, 2010

RECORDED IN MAP BOOK 216, PAGE ~~77~~ 78 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: R2

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS): 2408 MAGNOLIA COVE RD
LOT 3 OF MAGNOLIA COVE ESTATE

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>David C. Adcock</u>	Lot <u>3</u>	Block <u>5</u>	Survey <u>A4618, 2000</u>
<u>Genie M Adcock</u>	Lot <u>3</u>	Block <u>5</u>	Survey <u>A4618, 2000</u>
_____	Lot _____	Block _____	Survey _____

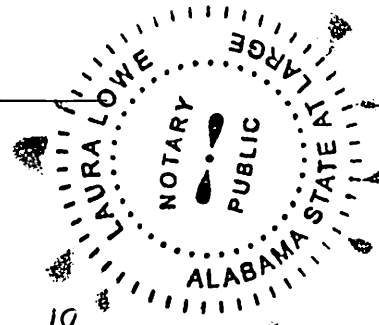
(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

DAVID C. ADCOCK being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

David C. Adcock
Signature of Certifier



Subscribed and sworn before me this the 16th day of October, 2018.

Laura Lowe
Notary Public

My commission expires: Nov. 14, 2019

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): David and Jenice Adcock
Address: 2408 Magnolia Cove Road
City: Birmingham State: AL Zip: 35243

Information on Children:

N/A

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	<i>N/A</i>				
2.	<i>"</i>				
3.	<i>"</i>				
4.	<i>"</i>				
5.	<i>"</i>				
6.	<i>"</i>				

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": _____

STATE OF ALABAMA

JEFFERSON COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: _____

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in JEFFERSON County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: 4

BLOCK: 5

SURVEY: AUG 18, 2006

RECORDED IN MAP BOOK 214, PAGE 78 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 4 Magnolia Cove Estate

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Phyllis Hamrick</u>	Lot <u>4</u>	Block <u>5</u>	Survey <u>Aug 18, 2006</u>
_____	Lot _____	Block _____	Survey _____
_____	Lot _____	Block _____	Survey _____

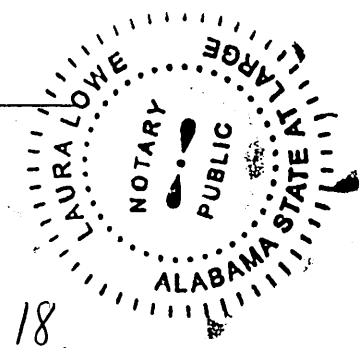
(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

JEFFERSON COUNTY

PHYLLIS HAMRICK being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Phyllis Hamrick
Signature of Certifier



Subscribed and sworn before me this the 24th day of October, 2018.

Laura Lowe
Notary Public

My commission expires: Nov. 14, 2019

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____

Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Phyllis Hamrick

Address: 2412 magnolia Cove Road

City: Birmingham State: Al Zip: 35243

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": _____

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: Oct 16, 2018

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: ~~10~~ 2 _____

BLOCK: 5 _____

SURVEY: AUGUST 18, 2006 _____

RECORDED IN MAP BOOK 216, PAGE 78 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R1 _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS): 2404 MAGNOLIA COVE RD
LOT 2 MAGNOLIA COVE ESTATE

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

Randel & Deborah Walker at 2 Block 5 Survey ACA 18, 2000

_____ Lot _____ Block _____ Survey _____

_____ Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

JEFFERSON COUNTY

RANDEL WALKER being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Randel F Walker
Signature of Certifier



Subscribed and sworn before me this the 16th day of October, 2018.

Laura Lowe
Notary Public

My commission expires: Nov. 14, 2019

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Randel & Debbie Walker
Address: 2404 Magnolia Cove Road
City: Birmingham State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	<u>None</u>				
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": _____

STATE OF ALABAMA

Jefferson COUNTY

**PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: Oct. 16, 2018

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in Jefferson County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: 12

BLOCK: 5

SURVEY: AUG 18, 2000

RECORDED IN MAP BOOK 214, PAGE 78 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: R2

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS): 2405 MAGNOLIA COVE RD
LOT 12 MAGNOLIA COVE ESTATE

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Thomas G Walker</u>	Lot <u>12</u> Block <u>5</u> Survey <u>AUG 18 2000</u>
<u>Mary Jane Walker</u>	Lot <u>12</u> Block <u>5</u> Survey <u>AUG 18 2000</u>
_____	Lot _____ Block _____ Survey _____

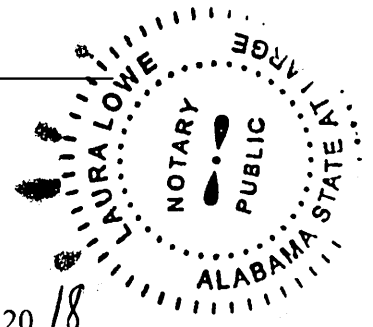
(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY Thomas G. Walker

Thomas G Walker being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Thomas G Walker
Signature of Certifier



Subscribed and sworn before me this the 16th day of October, 2018.

Laura Lowe
Notary Public

My commission expires: Nov. 14, 2019

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

1204 Montgomery Highway
Vestavia Hills AL 35216

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Thomas G + Mary Jane Walker
Address: 2405 Magnolia Cove Rd.
City: Birmingham State: Al Zip: 35243

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": _____

STATE OF ALABAMA

_____ COUNTY

**PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: October 16, 2018

To the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama:

We, the undersigned owners of the properties set out in red outline in Exhibit "A" attached hereto, which properties are contiguous to the City limits of the City of Vestavia Hills, Alabama, under the authority of Act No. 32 of the Special Session of the Alabama Legislature of 1964, do hereby petition the City of Vestavia Hills, Alabama, that the properties set out in red outline in Exhibit "A" attached, situated in JEFFERSON County, Alabama, be annexed to the City of Vestavia Hills, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be annexed is also set out on said Exhibit "A" and a map showing in red the property proposed for annexation by this petition is also attached and made a part hereof.

The undersigned petitioners do further petition that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, set a date for the hearing of this petition and any objections in writing to the petition or protest, on a date certain and that no less than ninety (90) days before said date certain for said hearing on this petition, that a notice of said hearing along with this petition be published in a newspaper of general circulation in Jefferson County, Alabama.

We, the undersigned petitioners do also ask that the Honorable Mayor and City Council of the City of Vestavia Hills, Alabama, do all things necessary and requisite to comply with the terms of Act No. 32 of the Special Session of the Alabama Legislature of 1964.

EXHIBIT "A"

LOT: 11

BLOCK: 5

SURVEY: AUG. 18, 2006

RECORDED IN MAP BOOK 216, PAGE 78 IN THE
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

LOT 11 MAGNOLIA CONV ESTATE

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Jimmy Downard</u>	Lot <u>11</u> Block <u>5</u> Survey <u>AUG 18 2000</u>
<u>David Downard</u>	Lot <u>11</u> Block <u>5</u> Survey <u>AUG 18 2000</u>
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

David Downard being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

David Downard
Signature of Certifier



Subscribed and sworn before me this the 16th day of October, 2018.

Laura Lowe
Notary Public

My commission expires: Nov. 14, 2019

