

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

**AGENDA**

**JULY 11, 2019**

**6:00 P.M.**

Roll Call.

Pledge of Allegiance

Approval of Minutes: June 13, 2019

**Final Plats**

**Consent Agenda**

- (1) **P-0519-28** Sunview Partners, LLC Is Requesting **Final Plat Approval** For **Knollwood Court**. The Purpose for This Request Is to Subdivide Two Lots Into Ten. The Property Is Owned By Sunview Partners, LLC and Is Zoned Vestavia Hills R-9.
  
- (2) **P-0719-33** Overton Investments, LLC Is Requesting **Final Plat Approval** For **Overton Investments Resurvey No 1 Of Mission Rd**. The Purpose for This Request Is to Resurvey Lot Lines. The Property Is Owned By Overton Investments, LLC and Is Zoned Vestavia Hills R-9.
  
- (3) **P-0719-34** Old Town Center 131 West 33<sup>rd</sup> Street Holdings, LLC & Old Town Center 33<sup>rd</sup> Street Holdings, LLC Are Requesting **Final Plat Approval** For **Olde Towne Center Survey**. The Purpose for This Request Is to Resurvey Lot Lines To Create Two New Lots. The Property Is Owned By Old Town Center 131 West 33<sup>rd</sup> Street Holdings, LLC & Old Town Center 33<sup>rd</sup> Street Holdings, LLC and Is Zoned Vestavia Hills B-3.
  
- (4) **P-0719-35** Howard Neely Is Requesting **Final Plat Approval** For **A Resurvey Of Lots 21-23, Block 3, South Birmingham Heights Land Company**. The Purpose for This Request Is to Recombine Lots. The Property Is Owned By Howard Neely and Is Zoned Vestavia Hills R-3.

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

**MINUTES**

**JUNE 13, 2019**

**6:00 P.M.**

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

**MEMBERS PRESENT:**

Erica Barnes, Chair  
Blaine House, Vice-Chair  
Jonathan Romeo  
Cheryl Cobb  
Fred Goodwin  
Lyle Larson

**MEMBERS ABSENT:**

Rusty Weaver- Attending City Council Work Session  
Hasting Sykes  
Greg Gilchrist

**OTHER OFFICIALS PRESENT:**

Conrad Garrison, City Planner

**APPROVAL OF MINUTES**

Mrs. Barnes stated that the minutes of the meeting May 09, 2019 are presented for approval.

**MOTION** Motion to approve minutes as amended was by Mr. House and second was by Mr. Romeo. Voice vote as follows:

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

Mr. Larson – yes  
Ms. Cobb– yes  
Mrs. Barnes– abstained

**Final Plats**

**Consent Agenda**

- (1) **P-0419-19** Overton Investments, LLC Is Requesting A **Final Plat Approval For Resurvey Of Lots 8 And 9 Cove At Overton South**. The Purpose for This Request Is to Subdivide Two Lots Into Three. The Property Is Owned By Overton Investments, LLC and Is Zoned Vestavia Hills R-6.
- (2) **P-0519-28** Sunview Partners, LLC Is Requesting **Final Plat Approval For Knollwood Court**. The Purpose for This Request Is to Subdivide Two Lots Into Ten. The Property Is Owned By Sunview Partners, LLC and Is Zoned Vestavia Hills R-9.
- (3) **P-0619-31** Jon Culver And Tucker & Company Are Requesting **Final Plat Approval For Overton Investments Resurvey Of New Merkle**. The Purpose for This Request Is to Resurvey Lot Lines. The Property Is Owned By Jon Culver And Tucker & Company and Is Zoned Vestavia Hills R-9 & R-4.
- (4) **P-0619-32** City Of Vestavia Hills Is Requesting **Final Plat Approval For Cahaba Heights Elementary Subdivision**. The Purpose for This Request Is to Amend Lot Lines. The Property Is Owned By City Of Vestavia Hills & Vestavia Hills School Board and Is Zoned Vestavia Hills Inst-1.

Mr. Garrison stated that item #2 is being postponed until next month.

Mr. House asked about an easement on #4. Mr. Garrison did not have a specific answer but stated the plat had been approved by legal council and no issue was raised.

**MOTION** Mr. Larson made a motion to approve items 1, 3, & 4. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes	Mr. Larson – yes
Mr. Romeo – yes	Ms. Cobb– yes
Mr. House – yes	Mrs. Barnes– yes
Motion carried.	

**Rezoning/Conditional Use Recommendations:**

**P-0519-23** Catherine Waters Is Requesting **Conditional Use Approval for A Home Occupation** Located At **621 Liberty Lake Dr**. The Property Is Owned By Catherine Waters and Is Zoned Vestavia Hills PR-1.

Mr. Garrison explained the background of the request. He stated home occupations in Liberty Park require conditional use approval not required in other areas of the City. He then listed the home occupation conditions found in the zoning code.

Ms. Waters was present to explain the request.

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

Mr. House made a motion to recommend Conditional Use Approval for a home occupation for 621 Liberty Lake Drive with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.
2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.
3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.
4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.
5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.
6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.
7. No persons other than members of the family residing on the premises shall be employed by the home occupation.
8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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

- |                   |                   |
|-------------------|-------------------|
| Mr. Goodwin – yes | Mr. Romeo – yes   |
| Mr. Larson – yes  | Ms. Cobb– yes     |
| Mr. House – yes   | Mrs. Barnes – yes |
| Motion carried.   |                   |

**P-0619-30** Chase Beard, et al, Are Requesting **Rezoning For Magnolia Cove Subdivision from Jefferson County R-2 to Vestavia Hills R-9** For The Purpose Of Annexation.

Mr. Garrison explained the background of the request. He stated the subdivision had been annexed overnight by City Council. The request is not a compatible rezoning to VH R-1 but to VH R-9, which will match the size of the lots and setbacks. Mr. Garrison stated that since the subdivision was already in the City the rezoning was ministerial.

A discussion ensued about the annexation and subdivision.

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

**MOTION** Mr. Larson made a motion to recommend Rezoning From Jefferson County R-2 To Vestavia Hills R-9 for The Property Located At Magnolia Cove Subdivision  
Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

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

Mr. Larson – yes  
Ms. Cobb– yes  
Mrs. Barnes– yes

Conrad Garrison, City Planner



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

Date: MAY 9, 2019

- **CASE:** P-0519-28
- **REQUESTED ACTION:** Final Plat Approval To Resurvey Two Lots on Sunview Drive.
- **ADDRESS/LOCATION:** 3009 & 3017 Sunview Drive
- **APPLICANT/OWNER:** Sunview Partners, LLC
- **REPRESENTING AGENT:** Bob Easley
- **GENERAL DISCUSSION:** Plat will complete the Knollwood Court rezoning and dedicate Knollwood Ct. as a private street.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  

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

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

2019 APR 24 P 1:15

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

NAME: Sunview Partners, LLC

ADDRESS: 1914 18th Avenue Birmingham, AL 35205

MAILING ADDRESS (if different from above) Same

PHONE NUMBER: Home 205-865-1197

Office \_\_\_\_\_

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Bob Easley, PE

**III. ACTION REQUESTED**

**Final Plat Approval**

Explain reason for the request: Final Plat submittal in accordance

with the approved preliminary plat

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

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

3009 & 3017 Sunview Drive

Property size: 264 wide feet X 305 deep feet. Acres: 1.9 +/-

**VI. ZONING/REZONING:**

The above described property is presently zoned: R9



**VI. OWNER AFFIDAVIT:**

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

*Sunview Partners, LLC*

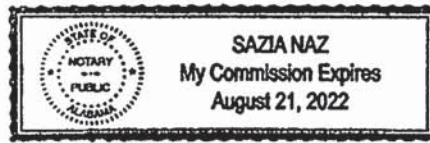
*Chris T. Ryan*

Owner Signature/Date  
*Manager*

Representing Agent (if any)/date

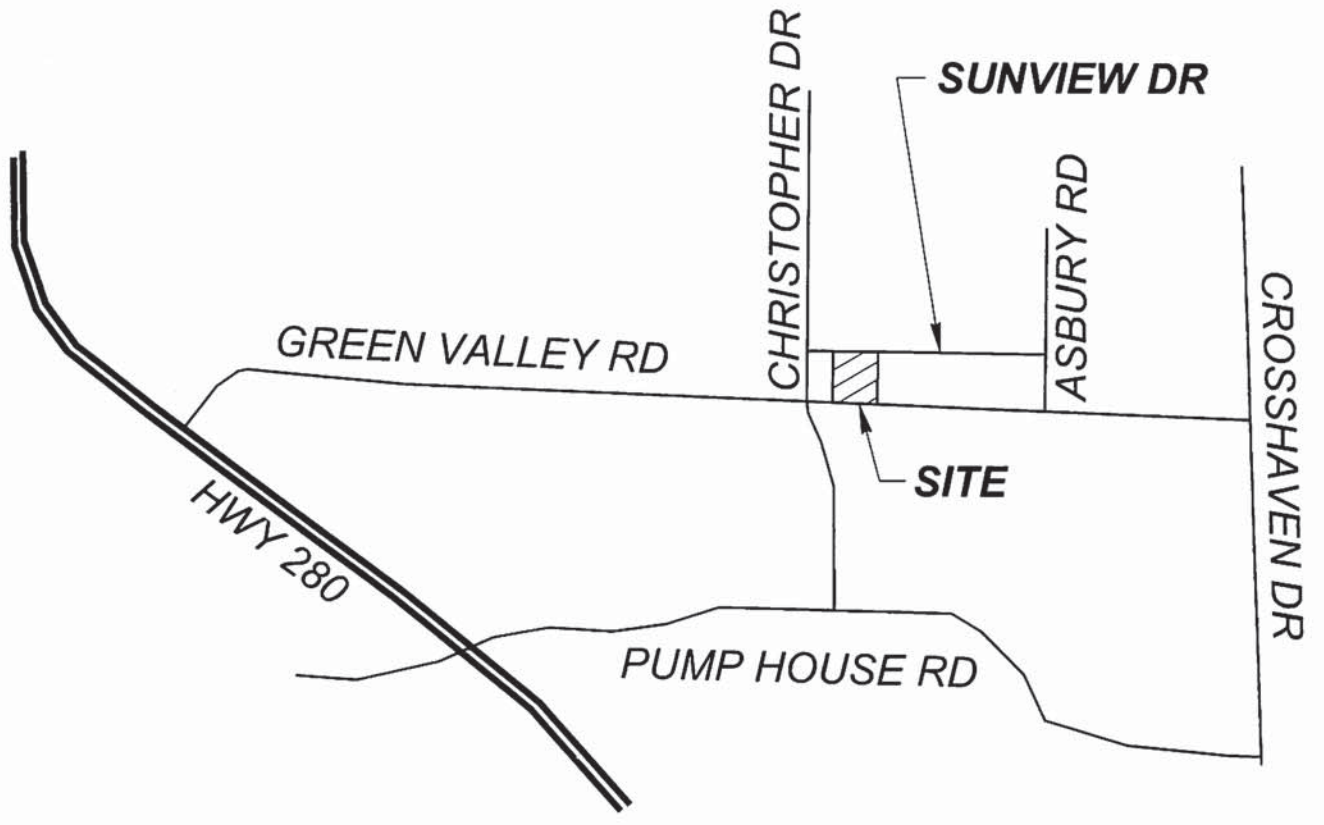
Given under my hand and seal  
this 23<sup>rd</sup> day of April, 2019.

*Sazia Naz*  
Notary Public



My commission expires 21<sup>st</sup>  
day of August, 2022.





VICINITY MAP  
NOT TO SCALE

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

Date: **JULY 11, 2019**

- **CASE:** P-0719-33
- **REQUESTED ACTION:** Final Plat Approval To Resurvey Lots 29 & 8 of Mission Road
- **ADDRESS/LOCATION:** 1109 Winward Lane
- **APPLICANT/OWNER:** Overton Investments, LLC
- **REPRESENTING AGENT:** Jason Kessler
- **GENERAL DISCUSSION:** Plat is to re-draw lot lines, to ensure that the lots are more equal in order to build 2 single family homes. Both lots would have a 35' front setback, 20' rear setback, and 5' side setback. There is also a 20' sanitary sewer easement in the front of the property. The lots are currently zoned R-9.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is consistent with the plan for low density residential.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

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

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

NAME: Overton Investments, LLC

ADDRESS: 1109 Winward Lane

Lots 9 and 10 Payne TH Subdivision

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

PHONE NUMBER: Home \_\_\_\_\_ Office 205-985-7171

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

Jason Kessler

**III. ACTION REQUESTED**

**Final Plat Approval**

Explain reason for the request: Re-draw lot lines so the lots are more equal in order to build 2 single family homes.

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

2019 JUN 25 AM 10:10

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

\_\_\_\_\_

Property size: 96 feet X 209 feet. Acres: 0.45

**VI. ZONING/REZONING:**

The above described property is presently zoned: R9

P0719-33//2800303007003.000  
1109 Winward Lane  
Final Map to adjust lot lines to  
match zoning  
Overton Investments

P&Z Application  
Final Plat Approval  
Page 4

R9

**VI. OWNER AFFIDAVIT:**

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

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

6/19/19

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

Given under my hand and seal  
this 19th day of June, 2019.

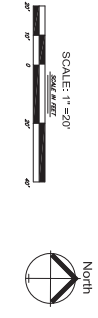
  
\_\_\_\_\_  
Notary Public

My commission expires 13th  
day of March, 2020.

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**FINAL PLAN**  
FOR  
**OVERTON INVESTMENTS RESURVEY NO1 OF MISSION ROAD**

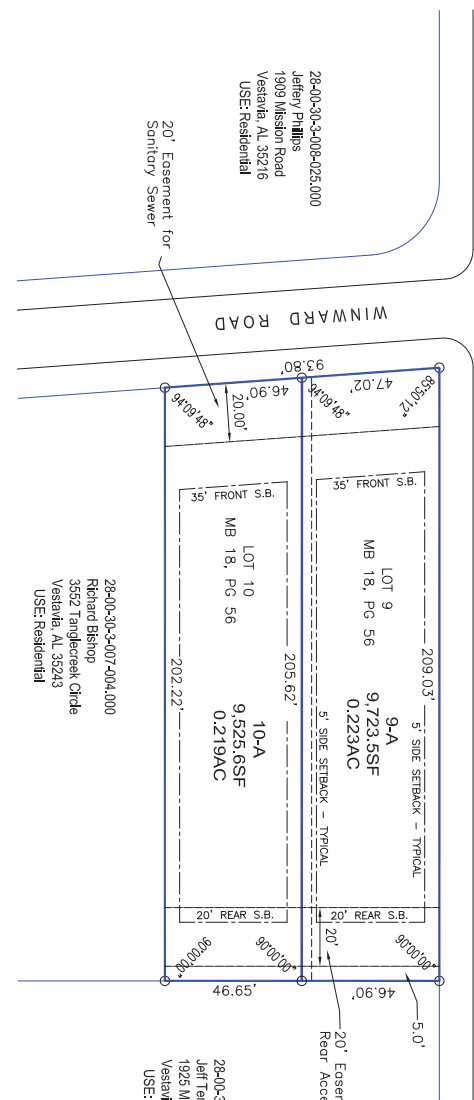
Being a Resurvey of Lot 29 & Lot 8, BLOCK 3, NEW MERKLE, as recorded in Map Book 29, Page 35, in the  
Probate Office of Jefferson County, Alabama

PURPOSE: TO RESURVEY TWO EXISTING LOTS INTO 2 SINGLE FAMILY LOTS

28-00-30-3-006-014.001  
ALAN RODGES  
1912 Mission Road  
Vestavia, AL 35216  
USE: Residential

28-00-30-3-006-013.000  
Ildefonso Ramirez  
1920 Mission Road  
Vestavia, AL 35216  
USE: Residential

MISSION ROAD  
50' - R/W



28-00-30-3-006-025.000  
Jeffery Phillips  
1909 Mission Road  
Vestavia, AL 35216  
USE: Residential

20' Easement for  
Sanitary Sewer

28-00-30-3-007-004.000  
Richard Bishop  
3552 Tanglecrack Circle  
Vestavia, AL 35243  
USE: Residential

28-00-30-3-007-002.001  
Jeff Tanner  
1925 Mission Road  
Vestavia, AL 35216  
USE: Residential

APPROVED: \_\_\_\_\_  
CITY CLERK, VESTAVIA HILLS ALABAMA

APPROVED: \_\_\_\_\_  
CITY ENGINEER

CHABAMAN PLANNING COMMISSION  
CITY OF VESTAVIA HILLS, ALABAMA

DIRECTOR  
JEFFERSON COUNTY ENVIRONMENTAL SERVICES

DATE: APRIL 23, 2019

STATE OF ALABAMA  
CITY OF VESTAVIA

We, the undersigned, Karl L. Heger as surveyor, AND OVERTON INVESTMENTS, LLC as Owners, do hereby certify that the foregoing plat or map is an accurate survey of the subdivision to be shown as indicated on this plat or map. No other persons have any claim or interest in the land so shown on this plat or map of the property shown above the streets, avenues, and other public roads, easements, or other public rights shown on this plat or map, and that the same are shown in accordance with the Government Survey of Jefferson County, Alabama.

Karl L. Heger, AS  
Alabama Reg. No. 11848

STATE OF ALABAMA  
CITY OF VESTAVIA

A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE HEREBY CERTIFY THAT KARL L. HEGER, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AS SURVEYOR, WHO IS KNOWN TO ME, AND OVERTON INVESTMENTS, LLC AS OWNERS, ARE PERSONS WHOSE NAMES AND RESIDENCES ARE SET FORTH IN THE SAID CERTIFICATE, AND THAT THE SAID CERTIFICATE WAS SIGNED AND FORWARDED TO ME BY THEM ON THIS DATE, THAT AFTER HAVING BEEN DULY INFORMED OF THE CONTENTS OF SAID CERTIFICATE, THE SAID CERTIFICATE IS TRUE AND CORRECT IN ALL RESPECTS.

EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
AT COMMISSION

CHARLES KESSLER JR., MEMBER  
OVERTON INVESTMENTS, LLC

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE HEREBY CERTIFY THAT CHARLES KESSLER, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AS MEMBER OF OVERTON INVESTMENTS, LLC, IS KNOWN TO ME, AND THAT HE IS A PERSON WHOSE NAME AND RESIDENCE ARE SET FORTH IN THE SAID CERTIFICATE, AND THAT THE SAID CERTIFICATE WAS SIGNED AND FORWARDED TO ME BY HIM ON THIS DATE, THAT AFTER HAVING BEEN DULY INFORMED OF THE CONTENTS OF SAID CERTIFICATE, THE SAID CERTIFICATE IS TRUE AND CORRECT IN ALL RESPECTS.

EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
AT COMMISSION

ENVIRONMENTAL SERVICES DEPARTMENT APPROVAL INDICATES THAT THE PROPOSED SUBDIVISION IS IN ACCORDANCE WITH THE FUTURE DEVELOPMENT PLAN AND ZONING ORDINANCES OF THE CITY OF VESTAVIA. THIS DOES NOT MEAN SANITARY SEWERS HAVE BEEN BUILT OR THAT THE PROPOSED SUBDIVISION IS IN ACCORDANCE WITH THE RIGHT-OF-WAY OR EASEMENT BOUNDARIES AFTER THIS DATE MAY VOID THIS APPROVAL.

PREPARED BY:  
HAGER COMPANY, LLC  
Karl L. Heger, AS  
Phone (205) 228-1738 - keh@hager.com

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

Date: **JULY 11, 2019**

- **CASE:** P-0719-34
- **REQUESTED ACTION:** Final Plat Approval For Olde Towne Center Survey
- **ADDRESS/LOCATION:** 680 & 720 Olde Towne Rd.
- **APPLICANT/OWNER:** Old Town Center 131 West 33rd Street Holdings, LLC & Old Town Center 33rd Street Holdings, LLC
- **REPRESENTING AGENT:** Schoel Engineering
- **GENERAL DISCUSSION:** Plat is to divide portions of Lot 7 & 8 into two new lots (A & B). Plat is needed due to fire damage and potential rebuilding activities. All easements and shared parking agreements remain. The lots are currently zoned B-3.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is consistent with the plan for commercial.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.  
  
**City Planner Recommendation:** No recommendation
  2. **City Engineer Review:** No problems noted.
  3. **City Fire Marshal Review:** No problems noted
  4. **Building Safety Review:** No problems noted



P0719-34//2900364007003.007

680 & 720 Olde Towne Rd.

Final Map to create 2 lots

Old Town Center B3

P&Z Application  
Final Plat Approval  
Page 3

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

2019 JUN 26 9 12: 54

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

NAME: Old Town Center 131 West 33rd Street Holdings, LLC & Old Town Center 33rd Street Holdings, LLC

ADDRESS: 55 5th Avenue, 15th Floor  
New York, NY 10003

MAILING ADDRESS (if different from above)

PHONE NUMBER: Home Office

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT:  
Schoel Engineering Company, Inc.

**III. ACTION REQUESTED**

**Final Plat Approval**

Explain reason for the request: Divide part of Lots 7 & 8, Meeks First Addition  
to Shady Springs, into 2 new lots

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

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

720 Olde Towne Road 29-00-36-4-007-005.007

680 Olde Towne Road 29-00-36-4-007-003.007

Property size: feet X feet. Acres: 1.818

**VI. ZONING/REZONING:**

The above described property is presently zoned:

P0719-34//2900364007003.007  
680 & 720 Olde Towne Rd.  
Final Map to create 2 lots  
Old Town Center B3

P&Z Application  
Final Plat Approval  
Page 4

VI. OWNER AFFIDAVIT:

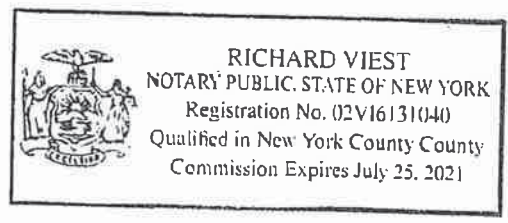
I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

OLD TOWN CENTER 33RD ST HOLDINGS LLC & OLD TOWN CENTER 131 WEST 33RD STREET HOLDINGS LLC

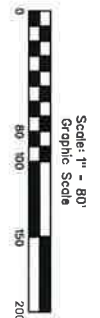
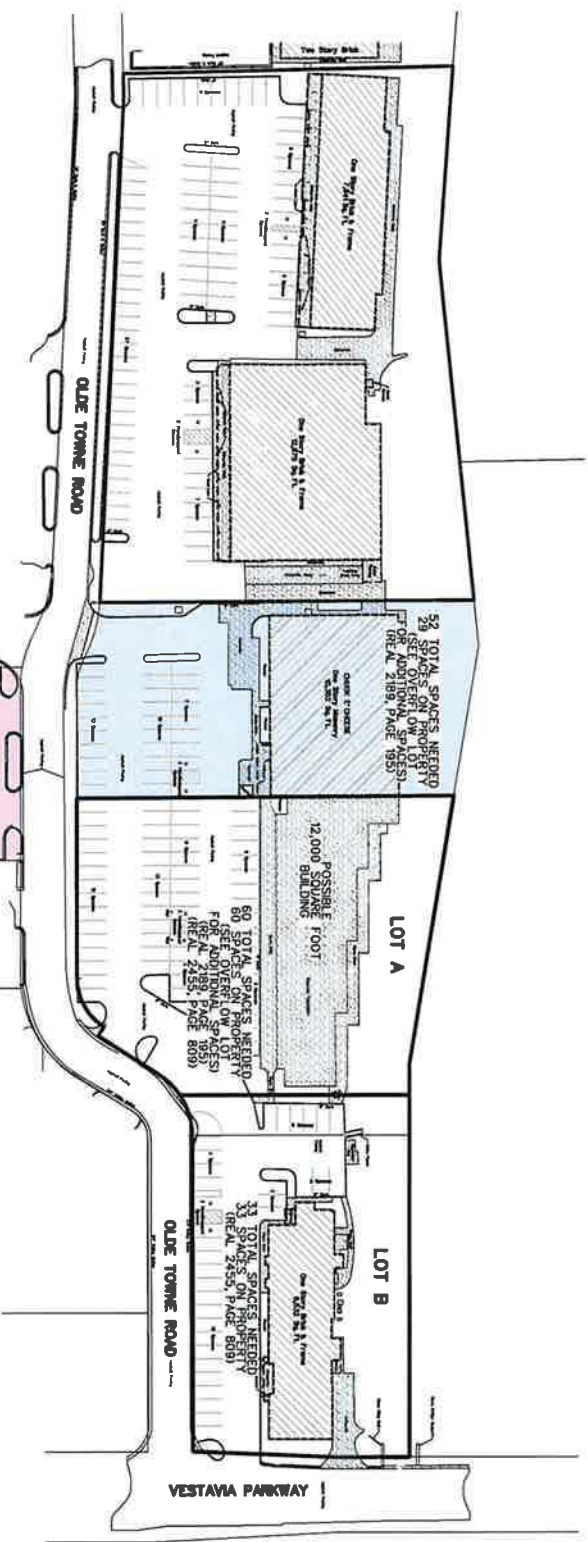
[Signature] 6/26/2019 Joseph F. Bilal  
Owner Signature/Date Representing Agent (if any)/date

Given under my hand and seal  
this 26 day of June, 2019.

[Signature]  
Notary Public



My commission expires July 25, 2021  
day of July, 2021.



AREA	TOTAL PARKING SPACES NEEDED	TOTAL SPACES ON DN	DESCRIPTION
BLUE	52	29	BLUE CAN PARK ON YELLOW AND RED
YELLOW	60	60	POSSIBLE 12,000 SQ. FT. BUILDING
RED	-	66	YELLOW CAN PARK ON BLUE AND RED
GREEN	33	33	OVERFLOW LOT FOR BLUE AND YELLOW AREAS ONLY GREEN CAN PARK ON YELLOW

NOTE:  
PARKING SPACES NEEDED ARE BASED ON 1 PER 200 SQUARE FOOT OF BUILDING UNLESS OTHERWISE NOTED.

P0719-34//2900364007003.007  
680 & 720 Olde Towne Rd.  
Final Map to create 2 lots  
Old Town Center B3

G:/19/065/Survey/Exhibit/

# OLDE TOWNE CENTER PARKING EXHIBIT

DATE: JUNE 27, 2019  
DRAWN BY: N.R.F.  
CHECKED BY: M.W.C.  
FILE NAME: 19065\_PARKING EXHIBIT.DGN

**SCHOEL**  
Civil Surveying Environmental Water Resources  
1001 22nd Street South  
Birmingham, Alabama 35205  
205.325.8166  
Dulham Ave

100  
100

STATE OF ALABAMA )

JEFFERSON COUNTY )

AGREEMENT made this 3rd day of May, 1982,

by and between:

VESTAVIA VILLAGE ASSOCIATES  
An Alabama General Partnership  
Suite 2000  
300 Vestavia Office Park  
Birmingham, Alabama 35216  
(hereinafter referred to as "Vestavia")

and

SHOWBIZ PIZZA PLACE, INC.  
A Kansas Corporation  
2209 West 29th  
Topeka, Kansas 66611  
(hereinafter referred to as "Showbiz").

W I T N E S S E T H:

(a) Showbiz is the owner of two parcels of land situated in Vestavia Hills, Jefferson County, Alabama, and more particularly described in Exhibit "A" attached hereto, which parcels are graphically depicted as Parcels 1 and 2 on the Site Plan (the "Site Plan") attached hereto as Exhibit "C".

(b) Vestavia is the owner of a parcel of land graphically depicted as Parcel 3 on the Site Plan, and more particularly described in Exhibit "B" attached hereto.

(c) Showbiz and Vestavia have agreed to the following reciprocal easements and covenants with respect to access, parking and other agreements, all as hereinafter stated.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the Parties agree as follows:

1. RECIPROCAL EASEMENT FOR INGRESS AND EGRESS:

Vestavia hereby grants and conveys unto Showbiz, for the benefit of Showbiz, its successors and assigns, a non-exclusive easement for purposes of pedestrian and vehicular ingress and egress over and across the walkways and driveways of Parcel 3. Showbiz hereby grants and conveys unto Vestavia for the benefit of Vestavia, its successors and assigns, a non-exclusive easement

for pedestrian and vehicular ingress and egress over and across the walkways and driveways of Parcels 1 and 2. Each party, however, shall have the exclusive control, management and maintenance obligations of its own respective Parcels and may alter or amend, from time to time, the traffic pattern and location of walkways and driveways on its respective Parcels in any manner it sees fit. The parties agree to maintain adequate general public liability insurance to cover its own respective Parcels, and to indemnify, defend and hold harmless the other party from any risk therein covered.

2. RECIPROCAL PARKING AGREEMENT:

(a) Vestavia hereby grants to Showbiz, for the benefit of Showbiz, its successors and assigns, the non-exclusive right in common with employees, customers and invitees of Vestavia, its successors and assigns, to utilize the parking areas and facilities as provided on Parcel , for purposes of vehicular parking. Showbiz grants to Vestavia, for the benefit of Vestavia, its successors and assigns, the non-exclusive right in common with employees, customers and invitees of Showbiz, its successors and assigns, to utilize the parking areas and facilities as provided on Parcels 1 and 2, for purposes of vehicular parking.

(b) In no event shall employees of either party or employees of any tenant of either party have any right to park in the parking area of the other, and employees shall park only on the Parcel owned by their employer or the Lessor of their employer. Upon request by either party to the other, the party receiving such request shall furnish a written list of all employees, agents and other personnel employed or located on its Parcel and the description of automobiles used by them including car numbers. The parties shall cooperate with each other in requiring all such employees and personnel to park on their respective employer's Parcel.

(c) Each party shall pay the cost of equipment and materials for its own parking areas.

(d) The parking and driveway areas of Parcel 1, Parcel 2 and Parcel 3 shall meet at equal grade and no disturbance shall be

permitted between the parcels except for parking bumpers, side-walks and appropriate landscaping.

(e) Both parties agree that each will provide, on their respective Parcels, necessary and sufficient parking for the Parcel's intended use, it being the intent of the parties that one party's customer shall not use the other party's parking areas except during period of uncommon need. The term "necessary and sufficient parking" shall mean that each party must meet minimum code requirements as established by the City of Vestavia Hills for parking on its respective Parcels.

(f) Both parties herein shall covenant that they shall not use any of the easements as described in this Paragraph 2 hereof as a basis or in support for the issuance of a building permit for any structure or an expansion of any structure to be built upon the respective Parcels.

### 3. UTILITY EASEMENTS:

(a) Each of the parties does hereby grant to the other party over and across its respective above-described Parcel an easement for the construction and maintenance of storm drains, sewers, utilities and other services necessary for the orderly development and operation of the Parcels of property owned by the parties.

(b) Each of the parties does hereby grant to the other party over and across its respective above-described Parcel an easement for the flow of surface waters originating on either of said Parcels.

### 4. COMMON WALL EASEMENTS.

It is anticipated that Showbiz will erect a commercial building on Parcel 2 and that Vestavia will erect a commercial building on Parcel 3, and that such buildings shall be erected flush with the common boundary line between Parcels 2 and 3. Accordingly, the parties agree that the first building erected on either Parcel 2 or Parcel 3 shall be subject to a common wall easement with respect to the wall facing the common boundary line between Parcels 2 and 3 (the "Party Wall"). The other party shall have the full right to use the Party Wall to support



joists, cross-beams, studs, and other structural members as required for the erection of a building; provided, however, that such use shall not impair the Party Wall nor the structure in which the Party Wall is incorporated. If it becomes necessary to repair the Party Wall or any portion thereof, the expense of such repair as to such portions of the Party Wall at the time used by both parties shall be at the expense of both in equal shares, and as to any remaining portion of the Party Wall, the expense of repair shall be wholly borne by the party who shall exclusively use that portion. Any repair of the Party Wall shall be on the same location and of the same size as the original Wall or portion thereof, and of the same or similar material of the same quality as that used in the original Wall or portion thereof, or as mutually agreed by both parties at such time. Should the Party Wall be totally or partly destroyed by fire or other cause, either party shall have the right to reconstruct the Wall at its own expense if it alone intends to continue the use of the Wall, or at the expense of both parties equally in the event they both intend to continue the use of the Wall.

5. INTENT OF AGREEMENT:

The parties intend that the easements herein granted in Paragraphs 1, 2 and 3 shall not extend to or exist with respect to any portion of either Parcel hereinafter used for the construction of a building or buildings or other structures, and the easements herein granted shall be used and enjoyed in such manner as to cause the least possible interference with the business or businesses conducted on the respective Parcels.

6. AMENDMENT OF SITE PLAN:

Each party reserves the right to amend its layout as reflected on the Site Plan, provided the following standards are met:

- (A) Each party shall at all times fully meet all the minimum requirements of the City of Tustavia Hills, Alabama, for vehicular parking.
- (B) Any amendment shall not be in violation of the terms of this Agreement.

7. ATTACHMENTS:

Shawbiz intends to build a Pylon Sign in the Northwest corner

of Parcel 1 near the intersection of U.S. Highway 31 and the private roadway as reflected on the Site Plan but subject to approval and relocation by the City of Vestavia Hills, Alabama. Showbiz hereby grants to Vestavia, its successors and assigns, including its tenants, the right to use the Pylon Sign by placing their trade names thereon, with the size, styling, lettering, and position on such sign to be subject to the approval of Showbiz.

8. TERM OF AGREEMENT:

The term of this Agreement shall commence on the date of this Agreement and shall extend for a period of fifty (50) years.

9. BINDING EFFECT:

The agreements, easements and restrictions contained herein shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 3rd day of May, 1982.

VESTAVIA VILLAGE ASSOCIATES  
an Alabama General Partnership

By: John McGeever  
JOHN MCGEEVER, General Partner

SHOWBIZ PIZZA PLACE, INC.  
A Kansas Corporation

ATTEST:

By: Craig Sweeney  
Assistant Secretary

By: Jin Fabrish  
JIN FABRISH  
Executive Vice President

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John McGeever, a. s. o. here as General Partner of Vestavia Village Associates, an Alabama General Partnership, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, in his



capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3<sup>rd</sup> day of May, 1982.

[Signature]  
Notary Public

My Commission Expires: 4-19-84

[SEAL]

STATE OF KANSAS )

COUNTY OF Shawnee

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jim Parrish and Craig Sweeney, whose names respectively as Executive Vice President and Assistant Secretary of Showbiz Pizza Place, Inc., a corporation, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily, for and as the act of said corporation.

Given under my hand and official seal, this 30<sup>th</sup> day of April, 1982.

[Signature]  
Notary Public

My Commission Expires: 4/15/83

[SEAL]

## EXHIBIT "A"

PARCEL I:

Part of Lot 7 and Lot 8, Meeks First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of the Probate Judge, Jefferson County, Alabama, and being situated in the southeast quarter of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the southeast corner of said Section 36; thence westerly along and with the south line of said Section 899.26 feet; thence  $75^{\circ} 20' 00''$  right in a northwesterly direction 782.92 feet to a point on the southeasterly right-of-way of U. S. Highway 31, which is the point of beginning; thence  $56^{\circ} 21' 00''$  right, run in a northeasterly direction along said right-of-way 59.72 feet; thence  $89^{\circ} 46' 02''$  right and leaving said right-of-way, run 231.27 feet to a point on a curve to the left, said point being on the proposed westerly right-of-way of Olde Towne Road; thence  $108^{\circ} 56' 42''$  right to the tangent of said curve, said curve having a central angle of  $17^{\circ} 39' 29''$  and a radius of 85.93 feet; thence continue along the arc of said curve and said right-of-way 26.48 feet to the point of tangency; thence continue along said tangent 112.82 feet; thence  $90^{\circ} 00' 00''$  right and leaving said right-of-way, run 132.31 feet; thence  $90^{\circ} 00' 00''$  right 4.00 feet; thence  $90^{\circ} 00' 00''$  left 92.00 feet to the southeasterly right-of-way of U. S. Highway 31; thence  $88^{\circ} 40' 59''$  right and along said right-of-way run 68.56 feet to the point of beginning.

Minerals and mining rights excepted.

PARCEL II:

Part of Lot 8, Meeks First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of the Probate Judge, Jefferson County, Alabama, and being situated in the southeast quarter of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the southeast corner of said Section 36; thence westerly along and with the south line of said section 899.26 feet; thence  $75^{\circ} 20' 00''$  right in a northwesterly direction 782.92 feet to a point on the southeasterly right-of-way of U. S. Highway 31; thence  $56^{\circ} 21' 00''$  right, run in a northeasterly direction along said right-of-way 90.17 feet; thence  $117^{\circ} 52' 05''$  right and leaving said right-of-way, run 64.65 feet; thence  $28^{\circ} 06' 03''$  left 174.12 feet to a point on a curve to the left, said point being on the proposed westerly right-of-way of Olde Towne Road; thence  $108^{\circ} 56' 42''$  right to the tangent of said curve, said curve having a central angle of  $17^{\circ} 39' 29''$  and a radius of 85.93 feet; thence continue along the arc of said curve and said right-of-way 26.48 feet to the point of tangency; thence  $90^{\circ} 00' 00''$  left, 37.5 feet to the proposed easterly right-of-way of Olde Towne Road, which is the point of beginning; thence  $90^{\circ} 00' 00''$  right, run in a southwesterly direction along said right-of-way 71.77 feet; thence  $90^{\circ} 00' 00''$  left and leaving said right-of-way run in a southeasterly direction 251.43 feet to the centerline of Patton Creek; thence  $30^{\circ} 08' 50''$  left, run in a northeasterly direction and along said centerline 100.94 feet; thence  $15^{\circ} 25' 40''$  left and along said centerline 30.70 feet; thence  $84^{\circ} 25' 30''$  left and leaving said centerline run in a northwesterly direction 249.60 feet to a point on a curve to the right on the easterly right-of-way of Olde Towne Road;

EXHIBIT A

thence  $86^{\circ} 53' 24''$  left to the tangent of said curve, said curve having a central angle of  $25^{\circ} 07' 17''$  and a radius of 84.96 feet; thence continue in a southwesterly direction along the said right-of-way and along the arc 37.25 feet to the point of curvature of a curve to the left, said curve having a central angle of  $27^{\circ} 55' 55''$  and a radius of 46.43 feet; thence continue along the arc of said curve and said right-of-way 23.61 feet to the point of tangency and the point of beginning.

Minerals and mining rights excepted.

4/29/82

LEGAL DESCRIPTION

REAL 2189 PAGE 203

PARCEL 3:

A portion of Lots 7 and 8, Meek's First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of Probate Judge, Jefferson County, Alabama, and situated in the Southeast  $\frac{1}{4}$  of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, City of Vestavia Hills, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said Section 36; thence run in a westerly direction along the South line of said section 899.26 feet to a point on the centerline and projection thereof of an Alabama Power Company easement being 50 feet in width with the Northeasterly 25 feet as recorded in Real Volume 6306, Page 43, in the Office of the Judge of Probate, Jefferson County, Alabama, and the Southwesterly 25 feet being acquired by condemnation in Alabama Power Company v. James Bryan rendered September 14, 1959, Jefferson County, Alabama; thence  $75^{\circ}-20'00''$  right in a Northeasterly direction along said centerline and projection thereof 182.92 feet to a point on the Southeasterly right-of-way margin of U. S. Highway 31; thence  $56^{\circ}-21'00''$  right Northeasterly along and with said right-of-way margin 39.72 feet; thence  $89^{\circ}-46'02''$  right in a Southeasterly direction 246.18 feet; thence  $85^{\circ}-4'17''$  left in a Northeasterly direction 32.09 feet; thence  $86^{\circ}-56'20''$  right in a Southeasterly direction 32.55 feet to a point on the Southeasterly right-of-way margin of Olde Towne Road (unrecorded this date); thence continue along last stated course 249.60 feet to a point in the centerline of Patton Creek, also being on the Northwest property line of Lot 2, Koger Executive Center, as recorded in Map Book 126, Page 70, in the Office of the Judge of Probate, Jefferson County, Alabama; thence  $84^{\circ}-25'30''$  right in a Southwesterly direction along and with said centerline and said property line 30.65 feet; thence  $15^{\circ}-25'40''$  right in a Southwesterly direction and continue along said centerline and said property line 100.98 feet to the point of beginning. thence continue along last stated course 181.28 feet; thence  $09^{\circ}-33'14''$  left 0.00 feet; thence  $90^{\circ}-00'00''$  right and leaving said centerline run 164.01 feet to the right-of-way of Olde Towne Road (unrecorded this date); thence  $32^{\circ}-19'52''$  right and along said right-of-way 44.08 feet; thence  $90^{\circ}-00'00''$  right 7.50 feet to a point on a curve to the right, said curve having a central angle of  $57^{\circ}-00'08''$  and a radius of 38.35 feet; thence  $90^{\circ}-00'00''$  left to the tangent run 38.60 feet along the arc to the point of tangency; thence continue along the tangent 119.41 feet; thence  $89^{\circ}-42'04''$  right and leaving said right-of-way run 251.41 feet to the point of beginning.

Subject to easements of record.

**EXHIBIT B**



30  
500  
1600  
1700

STATE OF MISSISSIPPI  
 DEPARTMENT OF REVENUE  
 THIS INSTRUMENT  
 WAS FILED ON  
 REAL 2189 PAGE 195  
 MAY 3 4 03 PM '82  
 RECEIVED A STATE MTC. TAX  
 & SCHEDULED TAX HAS BEEN  
 PD. ON THIS INSTRUMENT.

U.S. HIGHWAY NO.

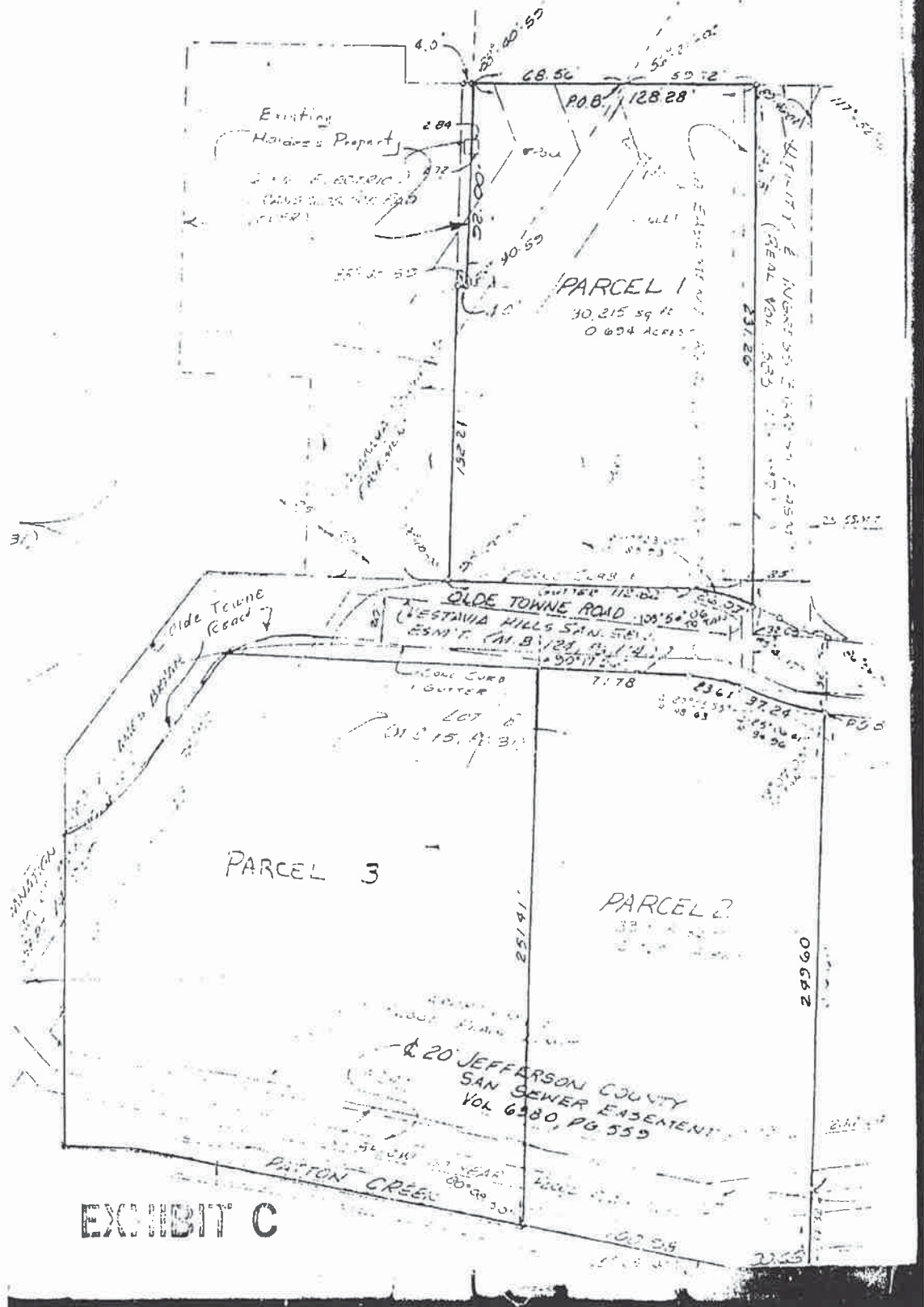


EXHIBIT C

JMC  
MGP

REC 2155 PAGE 800

Prepared By:  
John McGeever  
300 Vestavia Parkway  
B'ham 35216

STATE OF ALABAMA)  
JEFFERSON COUNTY)

AGREEMENT, made this 6<sup>th</sup> day of January, 1983,  
by and between:

VESTAVIA VILLAGE ASSOCIATES  
c/o John McGeever  
300 Vestavia Office Park  
Suite 1000  
Birmingham, AL 35216  
(hereinafter referred to as "Vestavia")

and

MICHAEL E. OSBORN (or his assigns)  
2100 Partridge Berry Road  
Birmingham, AL 35244  
(hereinafter referred to as "Osborn")

A) Osborn is the owner of a parcel of land situated in Vestavia Hills, Jefferson County, Alabama, and more particularly described in Exhibit "A" attached hereto, which parcel is graphically depicted as Parcel 1 on the Site Plan (the "Site Plan") attached hereto as Exhibit "A"

B) Vestavia is the owner of a parcel of land graphically depicted as Parcel 2 on the Site Plan, and more particularly described in Exhibit "B" attached hereto.

C) Osborn and Vestavia have agreed to the following reciprocal easements and covenants with respect to access, parking and other agreements, all as hereinafter stated:

NOW, THEREFORE, in consideration of the premises and the ~~mutual~~ covenants and agreements hereinafter expressed, the parties agree as follows:

1. RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

Vestavia hereby grants and conveys unto Osborn, for the benefit of Osborn, its successors and assigns, a non-exclusive easement for purposes of pedestrian and vehicular ingress and egress over and across the walkways and driveways of Parcel 2. Osborn hereby grants and conveys unto Vestavia for the benefit of Vestavia, its successors and assigns, a non-exclusive easement for pedestrian and vehicular ingress and egress over and across the walkways and driveways of Parcel 1. Each party, however, shall have the exclusive control, management and maintenance obligations of its own respective

Parcels and may alter or amend, from time to time, the traffic pattern and location of walkways and driveways on its respective Parcels in any manner it sees fit. The parties agree to maintain adequate general public liability insurance to cover its own respective Parcels, and to indemnify, defend and hold harmless the other party from any claim therein covered.

RECIPROCAL PARKING AGREEMENT:

a) Vestavia hereby grants to Osborn, for the benefit of Osborn, its successors and assigns, the non-exclusive right in common with employees, customers and invitees of Vestavia, its successors and assigns, to utilize the parking areas and facilities as provided on Parcel 2, for purposes of vehicular parking. Osborn grants to Vestavia, for the benefit of Vestavia, its successors and assigns, the non-exclusive right in common with employees, customers and invitees of Osborn, its successors and assigns, to utilize the parking areas and facilities as provided on Parcel 1, for purposes of vehicular parking.

b) In no event shall employees of either party or employees of any tenant of either party have any right to park in the parking area of the other, and employees shall park only on the Parcel owned by their employer or the Lessor of their employer. Upon request by either party to the other, the party receiving such request shall furnish a written list of all employees, agents and other personnel employed or licensed on its Parcel and the description of automobiles used by them including tag numbers. The parties shall cooperate with each other in requiring all such employees and personnel to park on their respective employer's Parcel.

c) Each party shall pay the cost of striping and cleaning its own parking areas.

d) The parking and driveway areas between Parcel 1 and Parcel 2 shall meet at equal grade and no obstruction shall be permitted between the Parcels except for parking bumpers, sidewalks and appropriate landscaping.

e) The parties agree that each will provide, on their respective Parcels, necessary and sufficient parking for the Parcel's

intended use, it being the intent of the parties that one party's customer shall not use the other party's parking areas except during period of uncommon need. The term "necessary and sufficient parking" shall mean that each party must meet minimum code requirements as established by the City of Vestavia Hills for parking on its respective Parcels.

f) Both parties herein shall covenant that they shall not use any of the easements as described in this Paragraph 2 hereof as a basis or in support for the issuance of a building permit for any structure or an expansion of any structure to be built upon the respective Parcels.

3. UTILITY EASEMENTS

a) Each of the parties agree to cooperate reasonably with the other party in designating easements for the construction and maintenance of storm drains, sewers, utilities and other services necessary for the orderly development and operation of the Parcels of property owned by the parties.

b) Each of the parties does hereby grant to the other party over and across its respective above-described Parcel an easement for the flow of surface waters originating on either of said Parcels.

4. INTENT OF AGREEMENT:

The parties intend that the easements herein granted in Paragraphs 1, 2 and 3 shall not extend to or exist with respect to any portion of either Parcel hereinafter used for the construction of a building or buildings or other structures, and the easements herein granted shall be used and enjoyed in such manner as to cause the least possible interference with the business or businesses conducted on the respective Parcels.

5. APPROVAL OF SITE PLAN:

Each of the parties hereby approves all features of the Site Plan attached hereto as Exhibit "C", including but not limited to: building size and location, parking ratios, parking and driveway locations, etc. Each of the parties hereby approves any zoning variances which may be required from the City of Vestavia Hills to implement said Site Plan.



6. AMENDMENT OF SITE PLAN:

Each party reserves the right to amend its layout as reflected on the Site Plan, provided the following standards are met:

- a) Subject to the provisions of Paragraph 5 hereof, each party shall at all times fully meet all the minimum requirements of the City of Vestavia Hills, Alabama, for vehicular parking; without reference to this cross-parking agreement;
- b) Any amendment shall not be in derogation of the terms of this Agreement.

7. TERM OF AGREEMENT:

The term of this Agreement shall commence on the date of this Agreement and shall extend for a period of fifty (50) years.

8. BINDING EFFECT:

The agreements, easements and restrictions contained herein shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 6<sup>th</sup> day of January, 1989.

VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, by its Partners

*E. W. Blumenthal, Jr.*  
EUGENE W. BLUMENTHAL, JR.

*D. W. Ellard, Jr.*  
D. W. ELLARD, JR.

*John McGeever*  
JOHN MCGEEVER

J. F. GREENE & ASSOCIATES, an Alabama General Partnership

By *John F. Greene*  
JOHN F. GREENE

By *M. M. Gornie*  
M. MILLER GORRIE

*Michael E. Osborn*  
MICHAEL E. OSBORN

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Eugene W. Bluemy, Jr., whose name as General Partner of VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he, in his capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30<sup>th</sup> day of January, 1983.

*Mellie F. Austin*  
NOTARY PUBLIC  
My commission expires: 4/23/86

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that D. W. Ellard, Jr., whose name as General Partner of VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he, in his capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30<sup>th</sup> day of January, 1983.

*Mellie F. Austin*  
NOTARY PUBLIC  
My commission expires: 4/23/86

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John McEever, whose name as General Partner of VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he, in his capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6<sup>th</sup> day of January, 1984.

*Mellie F. Austin*  
NOTARY PUBLIC  
My commission expires: 4/23/86

STATE OF ALABAMA)  
JEFFERSON COUNTY)

WA 2455 PAGE 814

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John F. Greene and M. Miller Gorrie, whose names as Partners of John F. Greene and Associates, a partnership, General Partner of VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, they, in their capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30<sup>th</sup> day of January, 1983.

*Mellie S. Austin*  
NOTARY PUBLIC

My commission expires 4/23/86

STATE OF ALABAMA)  
JEFFERSON COUNTY)

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

Given under my hand and official seal, this 6<sup>th</sup> day of January, 1984.

*Mellie S. Austin*  
NOTARY PUBLIC

My commission expires 4/23/86

STATE OF ALABAMA)  
JEFFERSON COUNTY)

A part of Lot 7, Meek's First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of Probate Judge, Jefferson County, Alabama, and being situated in the southeast Quarter of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Begin at the southeast corner of said Section 36; thence westerly along and with the south line of said Section 899.26 feet to a point; thence  $75^{\circ}20'00''$  right, in a northwesterly direction 782.92 feet to a point on the southeasterly right-of-way margin of U.S. Highway 31; thence  $123^{\circ}39'00''$  left southwesterly along and with said southeasterly right-of-way margin 99.14 feet to a point being the change in right-of-way width; thence  $90^{\circ}00'00''$  right, northwesterly along and with said right-of-way margin 15.00 feet; thence  $90^{\circ}00'00''$  left southwesterly along and with said right-of-way margin 97.11 feet; thence  $88^{\circ}40'59''$  left, southeasterly, leaving said southeasterly right-of-way margin 146.00 feet to a point; thence  $90^{\circ}00'00''$  left, northeasterly, 59.00 feet to a point; thence  $90^{\circ}00'00''$  right, southeasterly 90.36 feet to a point; thence  $90^{\circ}00'00''$  right southwesterly 55.13 feet to a point; thence  $57^{\circ}40'08''$  left, southerly 99.52 feet; thence  $32^{\circ}20'00''$  left southeasterly 30.00 feet to a point; thence  $90^{\circ}00'00''$  right 131.74 feet to the point of beginning, said point being on the easterly right-of-way of Olde Towne Road; thence  $90^{\circ}00'00''$  left, and leaving said right-of-way run 144.67 feet to the centerline of Patton Creek; thence  $89^{\circ}58'24''$  left and along said centerline run 131.75 feet; thence  $90^{\circ}01'36''$  left and leaving said centerline run 145.72 feet to a point on a curve, said point being on the easterly right-of-way of Olde Towne Road, said curve having a central angle of  $11^{\circ}45'39''$  and a radius of 48.16 feet; thence  $101^{\circ}45'39''$  left to the tangent, run along the arc and along said right-of-way 9.89 feet to the point of tangency; thence continue along the tangent and said right-of-way 121.92 feet to the point of beginning and containing 19,068 square feet, more or less.

Less and except encumbrances of record.

ALSO:

A part of Lot 7, Meek's First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of Probate Judge, Jefferson County, Alabama, and being situated in the southeast Quarter of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Begin at the southeast corner of said Section 36; thence westerly along and with the south line of said Section 899.26 feet to a point; thence  $75^{\circ}20'00''$  right, in a northwesterly direction 782.92 feet to a point on the southeasterly right-of-way margin of U.S. Highway 31; thence  $123^{\circ}39'00''$  left southwesterly along and with said southeasterly right-of-way margin 99.14 feet to a point being the change in right-of-way width; thence  $90^{\circ}00'00''$  right, northwesterly along and with said right-of-way margin 15.00 feet; thence  $90^{\circ}00'00''$  left southwesterly along and with said right-of-way margin 97.11 feet; thence  $88^{\circ}40'59''$  left, southeasterly, leaving said southeasterly right-of-way margin 146.00 feet to a point; thence  $90^{\circ}00'00''$  left, northeasterly, 59.00 feet to a point; thence  $90^{\circ}00'00''$  right, southeasterly 90.36 feet to a point; thence  $90^{\circ}00'00''$  right southwesterly 55.13 feet to a point; thence  $57^{\circ}40'08''$  left, southerly 99.52 feet; thence  $32^{\circ}20'00''$  left southeasterly 30.00 feet to a point; thence  $90^{\circ}00'00''$  right 131.74 feet to the point of beginning, said point being on the westerly right-of-way of Olde Towne Road; thence continue on last stated course 87.92 feet to the intersection with the northerly right-of-way of Vestavia Parkway as recorded in Map Book 121, Page 17, in the Office of the Judge of Probate; thence  $87^{\circ}36'40''$  left and along Vestavia Parkway run 95.51 feet; thence  $02^{\circ}23'20''$  left 49.20 feet; thence  $89^{\circ}58'24''$  left and leaving said right-of-way run 91.96 feet; thence  $90^{\circ}01'36''$  left, run 144.67 to the point of beginning and containing 13,300 square feet.

# EXHIBIT "B"

OFAL 2455 PAGE 816

STATE OF ALABAMA)

JEFFERSON COUNTY)

## LEGAL DESCRIPTION

A part of Lots 7 & 8, Meek's First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of Probate Judge, Jefferson County, Alabama, and being situated in the Southeast Quarter of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Begin at the Southeast corner of said Section 36; thence Westerly along and with the South line of said Section 899.26 feet to a point; thence  $75^{\circ}20'00''$  right, in a Northwesterly direction 782.92 feet to a point on the Southeasterly right-of-way margin of U. S. Highway 31; thence  $173^{\circ}39'00''$  left Southwesterly along and with said Southeasterly right-of-way margin 99.14 feet to a point being the change in right-of-way width; thence  $90^{\circ}00'00''$  right, Northwesterly along and with said right-of-way margin 15.00 feet; thence  $90^{\circ}00'00''$  left Southwesterly along and with said right-of-way margin 97.11 feet; thence  $88^{\circ}40'59''$  left, Southeasterly, leaving said Southeasterly right-of-way margin 146.00 feet to a point; thence  $90^{\circ}00'00''$  left, Northeasterly, 59.00 feet to a point; thence  $90^{\circ}00'00''$  right, Southeasterly 90.36 feet to the point of beginning; thence  $90^{\circ}00'00''$  right Southwesterly 55.13 feet to a point; thence  $57^{\circ}40'08''$  left, Southerly 99.52 feet; thence  $32^{\circ}20'00''$  left Southeasterly 174.73 feet to a point; thence  $89^{\circ}58'24''$  left, 36.91 feet; thence  $9^{\circ}32'08''$  right, 181.28 feet to the Southerly property line of ShowBiz Pizza; thence  $99^{\circ}51'10''$  left and along said property line 288.93 feet; thence  $89^{\circ}42'04''$  left 106.05 feet to the point of beginning.

Less and except Olde Towne Road right-of-way.



VESTAVIA PARKWAY



Jefferson Village News

X-Stone

L. W. Blumenthal, Jr.

St. W. Conrad, Jr.

John McHenry

J. F. Brown & Co.

Michael L. Weston

3/10

14.50

REC 2455 PAGE 809

REC 2455 PAGE 818

STATE OF ALA. JEFFERSON CO. REC 2455 PAGE 809

FEB 1 12 36 PM '04

STATE OF ALA. JEFFERSON CO. REVENUE DEPARTMENT

STATE OF ALA. JEFFERSON CO. REVENUE DEPARTMENT





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

Date: **JULY 11, 2019**

- **CASE:** P-0719-35
- **REQUESTED ACTION:** Final Plat Approval To Resurvey Lots 21-23 of South Birmingham Heights
- **ADDRESS/LOCATION:** 901 Granbury Road
- **APPLICANT/OWNER:** Howard Neely
- **REPRESENTING AGENT:** N/A
- **GENERAL DISCUSSION:** Plat is to combine three lots into one. The lots have one home built on them. The purpose of this request is to clean up the lot lines to allow for the applicant to apply for a building permit to build an addition to the home. The lot is currently zoned R-3.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is consistent with the plan for low density residential.
- **STAFF REVIEW AND RECOMMENDATION:**
  1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

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901 Granbury Rd.  
Final Map to combine 3 lots into 1  
lot  
Howard Neely

**CITY OF VESTAVIA HILLS  
PLANNING AND ZONING COMMISSION  
~~PRELIMINARY~~ MAP APPLICATION**

*Final*

2019 JUN 26 P 3:15

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

NAME: \_\_\_\_\_ Howard Neely \_\_\_\_\_  
ADDRESS: 901 Grandbury Road Vestavia Hills, AL \_\_\_\_\_

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

PHONE NUMBER: Home \_\_\_\_\_ 757-2005 Office \_\_\_\_\_

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

**III. ACTION REQUESTED**

Preliminary Plat Approval

Explain reason for the request: \_\_\_\_\_ Current residence is situated on three separate lots

*Combine 3 lots into 1 lot*

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

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

Lots 21 Thru 23 Blk 3 South  
Bham Heights Land Co \_\_\_\_\_

Property size: \_\_\_\_\_ 150 \_\_\_\_\_ feet X \_\_\_\_\_ 150 \_\_\_\_\_ feet. Acres: 0.5

**VI. ZONING/REZONING:**

The above described property is presently zoned: R-3

**VI. OWNER AFFIDAVIT:**

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

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

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

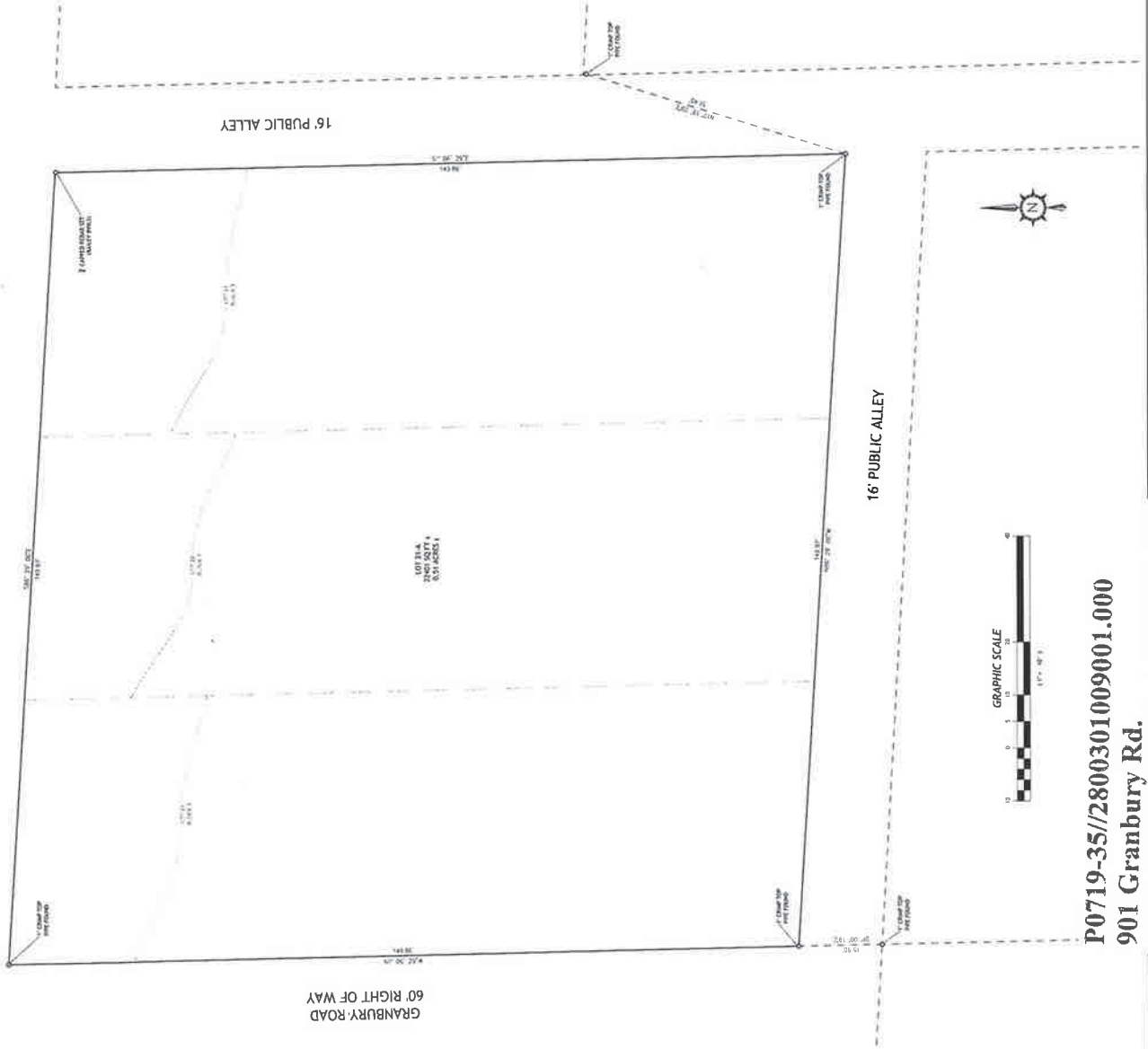
Given under my hand and seal  
this 26 day of June, 2019.

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

My commission expires 30th  
day of MAR, 2020.



WEDGEWOOD ROAD  
60' RIGHT OF WAY



# A RESURVEY OF LOTS 21-23, BLOCK 3, SOUTH BIRMINGHAM HEIGHTS LAND COMPANY

AS RECORDED IN MAP BOOK 7, PAGE 41, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA,  
AND SITUATED IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY ALABAMA.

## THE STATE OF ALABAMA

JEFFERSON COUNTY Public, before me, the undersigned, a Notary Public in and for the State of Alabama, and duly sworn, do hereby certify that the plan or map made and returned to me by the owner, who by said owner and the Surveyor and the plan or map were made at the request and order of the said owner (1) that the plan or map is a true and correct map of said lands, there and shown in a survey of said lands, Block 3, South Birmingham Heights and Company, showing the lands thereupon is prepared to conform to said laws, giving the length and bearings of the boundaries of such lands, and the area of each lot, and that the plan or map is a true and correct map of said lands, Block 3, South Birmingham Heights and Company, and that the plan or map has been recorded in the Probate Office of Jefferson County, Alabama, and that the plan or map has been recorded in all the correct and proper books as shown and designated by said owner on said plan or map. Said owner also certifies to the Clerk of said court that said plan or map was not subject to any mortgage.

GRANBURY ROAD  
60' RIGHT OF WAY

James E. Neely, S.C.  
A.B. # 81507  
Date: \_\_\_\_\_  
Ward Neely  
2302 2nd Ave. S  
Birmingham, AL 35223

## STATE OF ALABAMA

JEFFERSON COUNTY I, the undersigned, a Notary Public in and for the State of Alabama, do hereby certify that James E. Neely, whose name is signed on the foregoing certificate as a Notary Public, is a Notary Public in and for the State of Alabama, and that he has been duly appointed by the probate office of said county, and that he has taken the oath of office and qualification required by law for the performance of his duties as a Notary Public.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## Notary Public

## STATE OF ALABAMA

JEFFERSON COUNTY I, the undersigned, a Notary Public in and for the State of Alabama, do hereby certify that Ward Neely, whose name is signed on the foregoing certificate as the owner, who is known to me, a Notary Public in and for the State of Alabama, that after having been duly appointed by the probate office of said county, the aforesaid owner, Ward Neely, is a Notary Public in and for the State of Alabama, and that he has been duly appointed by the probate office of said county, and that he has taken the oath of office and qualification required by law for the performance of his duties as a Notary Public.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## Notary Public

Approved as Attorney at Law

PAE City Clerk

City Clerk

City Engineer

**NOTICE TO THE PUBLIC**  
The undersigned, a Notary Public in and for the State of Alabama, do hereby certify that the plan or map made and returned to me by the owner, who by said owner and the Surveyor and the plan or map were made at the request and order of the said owner (1) that the plan or map is a true and correct map of said lands, there and shown in a survey of said lands, Block 3, South Birmingham Heights and Company, showing the lands thereupon is prepared to conform to said laws, giving the length and bearings of the boundaries of such lands, and the area of each lot, and that the plan or map is a true and correct map of said lands, Block 3, South Birmingham Heights and Company, and that the plan or map has been recorded in the Probate Office of Jefferson County, Alabama, and that the plan or map has been recorded in all the correct and proper books as shown and designated by said owner on said plan or map. Said owner also certifies to the Clerk of said court that said plan or map was not subject to any mortgage.



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901 Granbury Rd.

Final Map to combine 3 lots into 1  
lot  
Howard Neely