

**Vestavia Hills
City Council Agenda
October 14, 2019
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Butch Williams; Vestavia Hills Senior Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
 - a. Postponement of Ordinance Number 2875 To October 28, 2019 At 6 PM By Request Of The Petitioner – Mayor Ashley C. Curry (*see first read*)
 - b. Announcement Of Vacancy On Vestavia Hills Parks And Recreation Board – Councilor Paul Head
 - c. Announcement Of Vacancy On Vestavia Hills Library Board – Mayor Ashley Curry
6. Proclamation – Magic Moments Day – October 21, 2019
7. City Manager’s Report
8. Councilors’ Reports
9. Financial Reports – George Sawaya, Asst. Treasurer
10. Approval Of Minutes – September 23, 2019 (Regular Meeting)

Old Business

11. Ordinance Number 2872 – An Ordinance For Conditional Use Approval For New Cingular Wireless PCS, LLC For Erection Of A 125’ Stealth Cellular Tower To Replace A Light Pole At The Soccer Fields Of The Sicard Hollow Athletic Complex; Property is Zoned Institutional And Is Owned By The City Of Vestavia Hills (*public hearing*)
12. Ordinance Number 2873 – Rezoning – 2647 Gresham Drive; Acreage Adjacent To The Former Gresham School, Now Vestavia Hills Dolly Ridge Elementary; Rezone From Jefferson County E-1 (Estate Residential) To Vestavia Hills Institutional (Institutional); City Of Vestavia Hills Board Of Education, Owner (*public hearing*)
13. Ordinance Number 2874 – Rezoning Amendment – Lot 1A, Resurvey Of Lots 1 & 3; Amending Ordinance Number 2110 Conditions To Allow Construction Of A Two-Story Commercial Building And Exclude Requirement For Shared Parking With Lot 3A; Clint Gentry, Owner (*public hearing*)

New Business

14. Resolution Number 5190 – A Resolution To Approve A Plan For Street Resurfacing Pursuant To The Requirements Of The Rebuild Alabama Act
15. Resolution Number 5192 – A Resolution Re-Appointing A Member To The Design Review Committee
16. Resolution Number 5193 – A Resolution Approving An Alcohol License For American Multi Cinema Inc., D/B/A AMC Dine-In Vestavia Hills 10 for a 160 – Special Retail license; Kevin Michael Conner, Adam Maximillian Aron and John David McDonald, executives (*public hearing*)

New Business (Requesting Unanimous Consent)

First Reading (No Action To Be Taken At This Meeting)

17. Ordinance Number 2875 – Rezoning – 2961 Green Valley Road; Rezone From Vestavia Hills R-5 (Multi-Family) To Vestavia Hills R-9 (Planned Residential District); Magnum Properties, Owner(s) (*public hearing*) (*postponed from October 14, 2019 by request of petitioner*)
18. Resolution Number 5191 – A Resolution Renaming A City Street From Pine Drive To Pine Tree Drive (*public hearing*)
19. Citizen Comments
20. Motion For Adjournment

WHEREAS, the emotional and general well-being of children ages 4-18 in the state of Alabama diagnosed with chronic life-threatening diseases is enhanced by services provided by Magic Moments; and

WHEREAS, children in Alabama suffering with chronic life-threatening diseases are granted opportunities to live life without the trials of medical appointments and hospital stays for even a moment; and

WHEREAS, the Magic Moments staff sets an annual goal of fulfilling 100 children's requests throughout Alabama; and

WHEREAS, Alabama residents will be aware of Magic Moments and its mission and become involved as referring sources; and

WHEREAS, with awareness of services provided by Magic Moments, Alabama citizens in all 67 counties will come together to assist in the assurance that all qualifying children reap from deserving benefits and live their dreams magically and experience childhood normalcy to the fullest.

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 October 21st as

MAGIC MOMENTS DAY

and encourage all residents of Vestavia Hills to join with me in celebrating Magic Moments 35 years of granting wishes to the children of Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 10th day of October 2019.

Ashley C. Curry, Mayor

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

SEPTEMBER 23, 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 Pro-Tem Weaver called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul Head, Councilor

MEMBERS ABSENT:

Mayor Ashley C. Curry
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Dan Rary, Police Chief
Jason Hardin, Police Captain
Marvin Green, Fire Chief
Christopher Brady, City Engineer
Cinnamon McCulley, Communications Specialist

Steve Dedmon, Vestavia Hills Chaplain, led the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Weaver stated that the Mayor is out of town this week and Councilor Pierce had run into unexpected traffic following an out-of-town funeral. He announced that a quorum is present and business will be conducted.
- Mrs. Cook welcomed Archer and Cooper Williamson, Boy Scouts from Troop 76, Grace UMC in Liberty Park.
- Mr. Pierce welcomed Erin Holt and Cary Bates who, representing the Chamber of Commerce Board.
 - Ms. Holt stated that the Helping Hands in the Hills event was a complete success. She read the quantities collected along with 212 volunteers, 19 projects, 1 neighborhood, 2 school groups, 1 civic club (Rotary), 5 churches and 3 teams from

Chamber. She stated there was also lots of support from VHPD, who assisted with prescription drug disposal, as well as Parks and Recreation.

PROCLAMATION

The Mayor Pro-Tem presented a proclamation designating September 2019 as “Blood Cancer Awareness Month.” Mr. Downes read the Proclamation and Councilor Head presented it to Tricia Center, LLC Campaign Manager and Student of the Year; Rebecca Habermann-LLS Executive Director; Kate Siqueira, Campaign Manager, Light of the Night; Julie Moon, Campaign Manager, Man & Woman of the Year; Katherine Fleming, LLS, Operations; Faith Gardner, Chair, Students of the Year; Whitney Henderson, Chair, Man & Woman of the Year; Kevin Collins, Board of Trustees member; Adam Cohen, Board of Trustees member; Harrison Downes, VHHS student.

Tricia Center thanked the Council for the support and the proclamation

PROCLAMATION

The Mayor Pro-Tem presented a proclamation designating October 7, 2019 as “International Trigeminal Neuralgia Awareness Day.” Mr. Downes read the Proclamation.

PROCLAMATION

The Mayor Pro-Tem presented a proclamation designating October 6-12, 2019 as “Fire Safety Week” and October 2019 as “Fire Prevention Month.” Mr. Downes read the Proclamation and Councilor Head presented it to Fire Chief Marvin Green.

Chief Green thanked the council for support. He stated that three lives were lost in the City last year and fire prevention is very important. He urged everyone to plan their escape routes early and always be aware.

CITY MANAGER’S REPORT

- Mr. Downes stated that one of the things required in the new gas tax increase was for a plan to be attached to the expenditures and that plan must be adopted by the Council. He stated there is \$1.3 million allocated for street resurfacing in the FY2020 budget with \$146,000 or 11 percent of the total derived through the Rebuild Alabama Act. The proposed plan will appear on a Council agenda soon and, after approval, must be posted to the website.

COUNCILOR REPORTS

- Mrs. Cook stated that she attended a tour at the Birmingham Recycling and Recovery Center with some other Councilors who meet every month to discuss topics of interest to their municipalities. Mrs. Cook stated that they became aware of a lack of information concerning recycling and decided to begin an informational campaign to inform residents as to what is allowed and what may contaminate recycling and possibly cost the City more money. She stated they hope this will increase good recycling materials for municipalities, with less contamination, which should reduce the City's costs. Mrs. Cook stated that more information will be forthcoming.
- Mr. Weaver stated that the Planning and Zoning Commission will hold a work session on October 2, 2019, at 5 PM to discuss upcoming rezoning requests.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for month ending July 2019. He read and explained the balances.

Mrs. Cook asked if there was any particular reason for the sales tax collections running higher than budgeted. Mr. Downes explained that the City shows about 4% net growth, not taking into account the one-cent sales tax increase. Even though construction materials tax collections have been sluggish, the City stays strong on grocery sales which sustains us and contributes to growth.

APPROVAL OF MINUTES

The minutes of the following meeting were presented for approval: August 19, 2018 (Work Session), September 4, 2019 (Work Session) and September 9, 2019 (Regular Meeting).

MOTION Motion to dispense with the reading of the minutes of the August 19, 2018 (Work Session), September 4, 2019 (Work Session) and September 9, 2019 (Regular Meeting); and approve them as presented was by Mrs. Cook and second by Mr. Head. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Weaver – yes	Motion carried.

OLD BUSINESS

ORDINANCE NUMBER 2869

Ordinance Number 2869 – Annexation – 90 Day Final – Acreage Adjacent To Former Gresham School (Vestavia Hills Elementary Dolly Ridge); Vestavia Hills Board Of Education, Owner(s) (public hearing)

MOTION Motion to approve Ordinance Number 2869 was by Mrs. Cook seconded by Mr. Head.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Weaver – yes	Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 5188

Resolution Number 5188 – Alcohol License – SAZA, Inc., d/b/a Cahaba Heights Texaco For The Off-Premise Sale Of 050–Retail Beer and 070-Retail Table Wine; Sonia Noorallah Charania, Executive (public hearing)

MOTION Motion to approve Resolution Number 5188 was by Mrs. Cook seconded by Mr. Head.

Sonia Charania was presented in regard to the request.

Mrs. Cook asked about training of employees according to the responsible vendor program.

Mrs. Charania explained they use the responsible vendors program and require scanning of identification for both liquor and tobacco.

Mrs. Cook stated she is happy to hear that includes sale of e-cigarettes. She asked about the reason for the change of license.

Mrs. Charania stated that they just purchased the business.

The Mayor Pro-Tem opened the floor for a public hearing. There being no one to further address the Council, the Mayor Pro-Tem closed the public hearing and called for the question. Roll call vote as follows:

Mrs. Cook – yes Mr. Head – yes
Mr. Weaver – yes Motion carried.

RESOLUTION NUMBER 5189

Resolution Number 5189 – A Resolution Approving Financing Terms For City Vehicles And/Or Equipment Through BB&T Bank

MOTION Motion to approve Resolution Number 5189 was by Mrs. Cook seconded by Mr. Head.

Mr. Downes explained that this approves an interest rate for lease purchases of certain equipment and vehicles in the budget.

There being no one to further address the Council, the Mayor Pro-Tem called for the question. Roll call vote as follows:

Mrs. Cook – yes Mr. Head – yes
Mr. Weaver – yes Motion carried.

ORDINANCE NUMBER 2876

Ordinance Number 2876 - An Ordinance Authorizing The Mayor And City Manager To Take All Actions Necessary To Secure A Leasing And Maintenance Of Select Vehicles For The City

MOTION Motion to approve Ordinance Number 2876 was by Mrs. Cook seconded by Mr. Head.

Mr. Downes explained.

There being no one to further address the Council, the Mayor Pro-Tem called for the question. Roll call vote as follows:

Mrs. Cook – yes Mr. Head – yes
Mr. Weaver – yes Motion carried.

ORDINANCE NUMBER 2877

Ordinance Number 2877 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With ALDOT For Sidewalks Along CR-42 (Massey Road) From SR-3 (US-31 Montgomery Highway) To CR-99 (Columbiana Road) In The City; Project CMAQ-7030(600)

MOTION Motion to approve Ordinance Number 2877 was by Mrs. Cook seconded by Mr. Head.

Mr. Downes stated that this and the following Ordinance are for the ALDOT Massey Road project that was discussed at several meetings. ALODT has approved the construction plans and these allow budgeting, funding, acquisition of ROW and utility relocations.

Mrs. Cook asked when this project began.

Mr. Downes stated it was begun in 2012 and they still are not in construction.

Mrs. Cook asked if the plans are final.

Mr. Brady stated there are still some revisions forthcoming, but they are minor.

There being no one to further address the Council, the Mayor Pro-Tem called for the question. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Weaver – yes	Motion carried.

ORDINANCE NUMBER 2878

Ordinance Number 2878 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With ALDOT For Sidewalks Along CR-42 (Massey Road) From SR-3 (US-31 Montgomery Highway) To CR-99 (Columbiana Road) In The City; Project CMAQ-7030(600); CPMS Ref#100057173 And 100057174

MOTION Motion to approve Ordinance Number 2878 was by Mrs. Cook seconded by Mr. Head.

There being no one to further address the Council, the Mayor Pro-Tem called for the question. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Weaver – yes	Motion carried.

ORDINANCE NUMBER 2879

Ordinance Number 2879 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With ALDOT For Proposed Project Number DE-HPP-TAPBH-A124() Pedestrian Walkway Over US-31 In Vestavia Hills Near Wald Park, Jefferson County

MOTION Motion to approve Ordinance Number 2879 was by Mrs. Cook seconded by Mr. Head.

Mr. Downes explained that this is another funding agreement to move to construction drawings which will allow this project to move to the next phase.

Mrs. Cook asked when this project actually was begun.

Mr. Downes stated the request began around 2004.

There being no one to further address the Council, the Mayor Pro-Tem called for the question. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Weaver – yes	Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

The Mayor Pro-Tem announced that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on October 14, 2019, at 6:00 PM.

- Ordinance Number 2872 – An Ordinance For Conditional Use Approval For New Cingular Wireless PCS, LLC For Erection Of A 125' Stealth Cellular Tower To Replace A Light Pole At The Soccer Fields Of The Sicard Hollow Athletic Complex; Property is Zoned Institutional And Is Owned By The City Of Vestavia Hills (*public hearing*)
- Ordinance Number 2873 – Rezoning – 2647 Gresham Drive; Acreage Adjacent To The Former Gresham School, Now Vestavia Hills Dolly Ridge Elementary; Rezone From Jefferson County E-1 (Estate Residential) To Vestavia Hills Institutional (Institutional); City Of Vestavia Hills Board Of Education, Owner (*public hearing*)
- Ordinance Number 2874 – Rezoning Amendment – Lot 1A, Resurvey Of Lots 1 & 3; Amending Ordinance Number 2110 Conditions To Allow Construction Of A Two-Story Commercial Building And Exclude Requirement For Shared Parking With Lot 3A; Clint Gentry, Owner (*public hearing*)
- Ordinance Number 2875 – Rezoning – 2961 Green Valley Road; Rezone From Vestavia Hills R-5 (Multi-Family) To Vestavia Hills R-9 (Planned Residential District); Magnum Properties, Owner(s) (*public hearing*)

CITIZEN COMMENTS

David Harwell, 1803 Catala Road, stated that he received a yellow card in the mail this year from the Jefferson County Board of Equalization and he believes the 26% increase in tax on his property are unreasonable. He stated that he studied other comparable properties and the increases being delivered to residents of the City are “insane.”

At 6:35 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 6:36 PM.

Rusty Weaver
Mayor Pro-tem

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2872

**AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL
ON THE PROPERTY LOCATED AT 4851 & 4871 SICARD
HOLLOW ROAD (SHAC) FOR INSTALLATION OF A 125'
STEALTH CELLULAR TOWER REPLACING A LIGHT POLE AT
THE SOCCER FIELD**

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, New Cingular Wireless PCS, LLC, lease holder interest for the City of Vestavia Hills, owner of the property located at 4851 & 4871 Sicard Hollow Road zoned Vestavia Hills Inst (institutional district); and

WHEREAS, New Cingular Wireless PCS, LLC presented an application for Conditional Use approval for the purpose of erecting a 125' stealth cellular tower to replace a light pole at the soccerfields of the Sicard Hollow Athletic Complex ("SHAC"); and

WHEREAS, a copy of the application for Conditional Use approval by New Cingular Wireless PCS, LLC detailing the location of the structure is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2872 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 New Cingular Wireless PCS, LLC for the purpose of erecting a 125' stealth cellular tower to replace a light pole at the soccerfields of the Sicard Hollow Athletic Complex ("SHAC"); and
2. Said conditional use approval shall be conditioned upon the required ingress/egress easement requested in said application shall be recorded in the Jefferson County Judge of Probate and a recorded copy of said agreement shall be presented to the City Clerk; and
3. Should the new structure be destroyed or cease to exist 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 2872 shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and **DONE, ORDERED, ADOPTED and APPROVED** this the 14th day of October, 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 # 2872 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 14th day of October, 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

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

October 7, 2019

By Electronic Mail

City Clerk Rebecca Leavings
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Ordinance Number 2872

Dear Mrs. Leavings:

The City Council will consider approval and adoption of Ordinance Number 2872 at its regularly scheduled meeting on Monday, October 14, 2019. If an enacted, Ordinance Number 2872 will grant conditional use approval of a parcel of real estate located at 4851 and 4871 Sicard Hollow Road (SHAC) with dimensions of fifty feet (50') by twenty feet (20') for installation of a one hundred twenty-five (125) foot stealth cellular tower replacing a light pole at the soccer field.

On August 8, 2019, the Vestavia Hills Planning and Zoning Commission recommended approval of the application for the conditional use with the condition that the easement for ingress and egress must be recorded in the Probate Court of Jefferson County, Alabama before the conditional use is valid. You have questioned whether or not the previously approved, executed and delivered documentation complies with that requirement.

You have requested my legal opinion regarding this matter. Therefore, the purpose of this letter is to respond to your request.

I. FACTS

A. REQUEST BY AT&T: In June 2018, AT&T requested that the City lease to it a parcel of land situated at Sicard Hollow Athletic Complex (SHAC) with dimensions of 50 feet by 20 feet for installation of a 125 foot stealth cellular tower.

B. NEGOTIATION OF LAND LEASE: Greg Fender is one of the foremost experts in negotiating land leases similar to the one requested by AT&T. Mr. Fender has had vast experience in representing many governmental entities in past years. The City of Vestavia Hills, Alabama ("City") employed Mr. Fender to negotiate the land lease with AT&T.

C. **LAND LEASE:** Greg Fender was successful in negotiating the land lease with AT&T (New Cingular Wireless PCS, LLC). Among other things, the land lease provides as follows:

1. **Parties:** The land lease provides that the City is the Landlord and New Cingular Wireless PCS, LLC is the Tenant.

2. **Use of Property:** The land may be used to replace the present light pole, which will support the lights on the pole as well as the Tenant's antennas and related equipment, along with additional communications equipment.

3. **Access:** Section 12 provides that the Landlord shall provide to the Tenant 24-hour per day, seven day per week pedestrian and vehicular access to the property. It requires the Landlord to grant to the Tenant an easement for such access for ingress and egress. The land lease specifically provides "Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right."

D. **LEGAL OPINION BY CITY ATTORNEY:** On April 2, 2019, City Manager Jeff Downes provided me with copies of the Land Lease Agreement, Memorandum of Lease and Subordination, Non-Disturbance and Attornment Agreement with a request that I provide my legal opinion. On April 3, 2019, I provided my written opinion that I approved all three documents from a legal standpoint.

E. **ORDINANCE NUMBER 2843:** On April 8, 2019, the City Council approved and adopted Ordinance Number 2843, which provides among other things in substance as follows:

1. The Mayor and City Manager were authorized to execute and deliver the Land Lease Agreement, Memorandum of Lease and Subordination, Non-Disturbance and Attornment Agreement.

2. Ordinance Number 2843 shall be null and void if conditional use approval for cell tower use is not granted by the City Council when requested by the Tenant at a later date.

F. **EXECUTION AND DELIVERY OF DOCUMENTS:** The three documents were signed by City Manager Jeffrey D. Downes on April 9, 2019 and Mayor Ashley C. Curry on April 15, 2019.

G. **MEMORANDUM OF LEASE:** Among other things, the Memorandum of Lease in Section 3 thereof provides that:

1. The land being leased to the Tenant includes an easement for ingress and egress.

2. The legal description of the ingress and egress easement is described by metes and bounds in the Memorandum of Lease.

3. A copy of the survey of the easement for ingress and egress is attached to the Memorandum of Lease and incorporated therein.

H. MEMORANDUM OF LEASE FILED FOR RECORD IN PROBATE COURT OF JEFFERSON COUNTY: The Memorandum of Lease, which includes the access easement for ingress and egress was filed in the office of the Judge of Probate of Jefferson County, Alabama on June 3, 2019 and recorded in Instrument #2019053740 at pages 1-11.

I. RECOMMENDATION OF VESTAVIA HILLS PLANNING AND ZONING COMMISSION: New Cingular Wireless PCS, LLC, as Tenant, applied to the City for a conditional use approval for a new wireless telecommunication facility on the land. The application was assigned case number P-0714-30. The Vestavia Hills Planning and Zoning Commission ("Commission") considered the matter on August 8, 2019. After conducting a public hearing, the Commission voted unanimously to recommend conditional use approval with the condition that the easement must be recorded before the conditional use is valid.

I discussed this matter with you before I finished writing this legal opinion. You informed me that the members of the Commission received a packet of material regarding case number P-0714-30. You further informed that the packet included a copy of the Memorandum of Lease, which includes the access easement for ingress and egress. However, the Memorandum of Lease received by the Commission members was not a copy of the recorded Memorandum of Lease.

II. LEGAL ISSUE

Does the filing of the access easement for ingress and egress in the Probate Court of Jefferson County, Alabama on June 3, 2019 satisfy the condition included in the recommendation for approval made the Vestavia Hills Planning and Zoning Commission on August 8, 2019?

III. LEGAL OPINION

It is my legal opinion that the answer to the legal issue is in the affirmative.

IV. BASIS FOR LEGAL OPINION

The document entitled "Memorandum of Lease" was filed in the office of the Judge of Probate of Jefferson County, Alabama on June 3, 2019 and recorded at Instrument #2019053740 at pages 1-11. The Memorandum of Lease provides a legal description of the easement and a copy of the survey of that easement along with other matters regarding the Land Lease. If a separate instrument entitled "Non-Exclusive Access Easement for Ingress and Egress" is prepared, then in such event it would include the same legal description of the easement and copy of the survey of said easement that was filed in the Probate Court of Jefferson County, Alabama on June 3, 2019 and recorded at Instrument #2019053740 at pages 1-11. I see no advantage to record the same easement twice.

October 7, 2019
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Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Manager Jeffrey D. Downes

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

Date: **AUGUST 08, 2019**

- **CASE:** P-0714-30
- **REQUESTED ACTION:** Conditional Use approval for a new wireless telecommunication facility
- **ADDRESS/LOCATION:** SHAC
- **APPLICANT/OWNER:** New Cingular Wireless PCS, LLC; Baker Donelson
- **REPRESENTING AGENT:** Andy, Rotenstreich, Mary Palmer
- **GENERAL DISCUSSION:** The applicants have entered a tentative agreement with the City to construct a new cell tower at SHAC. The pad and pole would be located on the western side of the complex and would extend 130' in the air. If approved by Council an easement would be recorded to provide access for maintenance. The request seems to meet the requirements for telecommunication facilities in Section 7.9 of the Zoning Code, which the applicants will address in the meeting. The property is currently zoned Vestavia Hills Inst-1.
- **LIBERTY PARK PUD:** The request is consistent with the PUD Plan.
- **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: Conditional Use not final until easement has been recorded.
 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 a new wireless telecommunication facility with the condition that the easement must be recorded before conditional use is valid. 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. Larson – yes
Motion carried.

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

2019 JUN 26 P 3:09

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: New Cingular Wireless PCS, LLC (leasehold interest)

ADDRESS: 575 Morosgo Drive NE

Atlanta, GA 30324

MAILING ADDRESS (if different from above) c/o Baker Donelson

420 N 20th Street, Ste 1400, Birmingham, AL 35203

PHONE NUMBER: Home 205-250-8304 Office 205-250-8353

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____

Baker Donelson Law Firm - Andy Rotenstreich

III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 7.9 of the Vestavia Hills Zoning Code.

Current Zoning of Property: Institutional

Requested Conditional use For the intended purpose of: construction of a wireless telecommunications facility

(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.)

4851 4871 Sicard Hollow Road - ~~Liberty Park Soccer Fields~~ SHAC
44871 27-08-3-000-003.000

Property size: _____ feet X _____ feet. Acres: 1,000 sq ft lease area

V. INFORMATION ATTACHED:



Attached Checklist complete with all required information.



Application fees submitted.

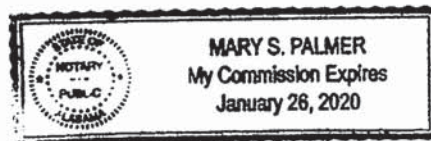
VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

see attached lease
Owner Signature/Date

[Signature]
Representing Agent (if any)/date

Given under my hand and seal
this 21ST day of June, 2019.

Mary S. Palmer
Notary Public
My commission expires _____
day of _____, 20____.



III. ACTION REQUESTED

Request that the above described property be approved conditional use approval pursuant to Section 7.9 of the Vestavia Hills Zoning Code.

Current Zoning of Property: Institutional

Requested Conditional use For the intended purpose of: construction of a wireless telecommunications facility

(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.)

4871 ~~4870~~ Sicard Hollow Road - ~~Liberty Park Soccer Fields~~ SHAC

27-08-3-000-003.000

Property size: _____ feet X _____ feet. Acres: 1,000 sq ft lease area

V. INFORMATION ATTACHED:

Attached Checklist complete with all required information.

Application fees submitted.

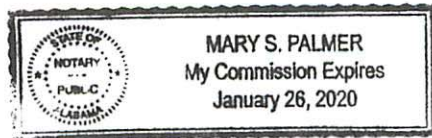
VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing.

see attached lease
Owner Signature/Date

Mander Rotenthal
Representing Agent (if any)/date

Given under my hand and seal
this 21ST day of June, 2019.

Mary S. Palmer
Notary Public
My commission expires _____
day of _____, 20____.



§7.9. Telecommunications Facilities

7.9.1. Purpose. The purpose of these standards is to establish minimum considerations and criteria for the review of telecommunications facilities. It is the City of Vestavia Hill's express intent that the construction of new towers be an option of last resort; to the greatest extent feasible, location of antennae on existing towers and other suitable structures should first be sought. These standards are designed to ensure the compatibility of towers with and avoid adverse impacts to nearby properties and discourage the proliferation of towers throughout the City.

7.9.2. Applicability. All telecommunication facilities are subject to these standards and to statutory review by the Commission and Council in accordance with Section 11-52-11 of the Code of Alabama, 1975, as amended. Anything contained in this Ordinance to the contrary notwithstanding, telecommunications facilities are conditional uses, which require approval by the Council.

7.9.3. Objectives. The proposed locations and design of all telecommunication facilities shall duly consider the following public health, safety and general welfare objectives:

1. Structural Safety. The proposed facility will comply with wind loading and other structural standards contained in applicable building and technical codes so as not to endanger the health and safety of residents, employees or travelers in the event of structural failure of the tower due to extreme weather conditions or other acts of God.
2. View Protection. The proposed facility will be designed to minimize adverse visual impacts to surrounding properties

and the public right-of-way, given the topography of the proposed site and surrounding area.

3. Land Use Compatibility. The proposed facility will be compatible with the surrounding land uses, given the character of the use and development of the location.
 4. Design Harmony. The proposed facility will be designed in harmony with the natural setting and the surrounding development pattern as well as to the highest industry standards.
 5. Existing Communication Services. The proposed facility will comply with FCC and other applicable standards so as not to interfere with existing communication services in the area.
 6. Health Effects. The proposed tower will comply with all applicable federal, state, county and City health standards so as not to cause detrimental health effects to persons in the surrounding area.
- 7.9.4. Development Criteria. The Building Official and City Engineer shall review all applications for telecommunications facilities for compliance with the applicable standards and criteria listed below. These criteria are considered the minimum necessary to protect the public health, safety and general welfare. The Commission may also impose higher standards if it deems them to be necessary to further the objectives of this Section.
1. Co-Location. No new tower shall be established if space is structurally, technically and economically available on an existing tower, which would serve the area that, the new tower would serve. Documentation that reasonable efforts have been made by the applicant to achieve co-location shall be submitted in accordance with §7.9.4.2 below. Towers

shall be designed to maximize shared use to the greatest extent possible, given the structural and technical limitations of the type of tower proposed. In any event, co-location shall be encouraged. If feasible, each tower shall, at a minimum, be designed for double its intended use for all transmitting and receiving antennae other than microwave dish antennae.

2. Removal of Obsolete Towers. Any tower that is no longer in use for its original communications purpose shall be removed at the owners' expense. The owner shall provide the Building Official with a copy of the notice of the FCC of intent to cease operations, which shall be given ninety (90) days from the date of ceasing operations to remove the obsolete tower and accessory structures. In the case of multiple operators sharing use of single tower, this provision shall not become effective until all users cease operations.
3. Setbacks.
 - a. Where permitted, the distance between the base of the tower, including guys, accessory facilities and property lines abutting residential districts, public parks and roads must equal twenty (20) percent of the tower height. Property lines adjacent to other uses (e.g. agricultural, industrial) shall require a setback equal to the rear yard setback established for the underlying zone.
 - b. Notwithstanding Item a above, when located within or adjacent to a residential district or dwelling, the minimum standard setback from all adjoining residential property boundaries shall be fifty (50) feet.
 - c. Site plan review by the Commission may result in reduction of the standard setbacks in exceptional cases where a hardship would result due to unusual

conditions on the site or other impracticalities. However, the Commission shall not reduce the setbacks to the detriment of affected residential properties.

4. Appearance.
 - a. Towers shall be of a monopole type and shall maintain an exterior finish so as to reduce the visibility of the structure, unless other standards are required by the FAA.
 - b. The design of the tower shall be of a type that has the least visual impact on the surrounding area as determined by the Commission.
 - c. The design of the tower compound shall, to the greatest extent possible, maximize use of building materials, colors, textures, screening and landscaping that effectively blend the tower facilities within the surrounding natural setting and built environment.
5. Lighting. Towers shall not be artificially lighted unless required by FAA or other authority for safety purposes. Where required, the Commission shall review the available lighting alternatives to assure that lighting proposed would cause the least disturbance to the surrounding views. "Dual lighting" (red at night/strobe during the day) shall be preferred unless restricted by the FAA. Security lighting may be permitted in accordance with Item e: Security Devices, below.
6. Landscaping.
 - a. A landscaped buffer shall effectively screen the view of the tower compound from adjacent public ways and residential properties.
 - b. The standard buffer shall consist of a minimum eight (8) feet wide landscaped strip outside the dark vinyl coated steel security fencing of the

- perimeter of the compound. The buffer strip shall be planted with an attractive combination of trees, shrubs, vines and/or ground covers that can achieve the full height of the fence at maturity and enhances the outward appearance of the security fence. For sites within 1,000 feet of a residence, site review by the Commission may impose increased buffer standards to include a decay-resistant, solid wood fence, earth berms and brick or masonry walls in addition to the security fencing. All fencing and landscaping shall be maintained by the lessor/owner.
- c. In isolated non-residential areas, alternative landscaping methods may be accepted, such as the use of earth toned colored, vinyl-coated steel security fencing in combination with four feet of evergreen trees, shrubs, vines and/or other plantings.
 - d. In certain locations where the visual impact of the tower would be minimal, such as remote, agricultural or rural locations, or developed heavy industrial areas, the landscaping requirements may be reduced or waived by the Commission.
 - e. Existing mature tree growth and natural landforms on the site shall be preserved to the maximum extent possible. In some cases, such as towers located on large, wooded lots, preservation of substantial natural growth around the property perimeter may be a sufficient buffer.
 - f. Cellular facilities utilizing underground vaults in lieu of above ground switching gear buildings shall be exempted from any buffer requirements.
7. Security Devices. The facility shall be fully secured. A minimum eight (8) feet high, dark vinyl coated steel fence shall be installed around the entire perimeter of the compound (measured to the top of the fence or barbed wired, if applicable). Security fencing shall require screening in accordance with landscaping requirements, as defined above. Other security measures shall include locks and alarms. Approved barbed or razor wire and lighting of the compound shall be permitted, if deemed necessary to fully secure the tower compound.
8. Access. Driveways and onsite parking shall be provided to assure the operator's access to the facility for maintenance or emergency services.
- 7.9.5. Application. Any application submitted for approval shall submit the following items, in addition to any other required items, to show compliance with these review standards.
- 1. Statement of Impact on Health, Safety and Welfare. A brief written statement shall address conformance with the health, safety and welfare objectives of this guideline.
 - 2. Site Plan. A scaled site plan shall show the location and dimensions of all improvements, including setbacks, drives, parking, fencing, landscaping, and other information necessary to determine compliance with the development criteria of these guidelines.
 - 3. Rendering. A rendering of the tower, accessory facilities and compound shall depict colors, materials and treatment. If lighting or other FAA requirements for tower color is proposed, evidence of such requirement shall be submitted.
 - 4. Justification for a New Tower. The applicant shall document a proposal for a new tower that the planned equipment for a proposed tower cannot be accommodated on an existing tower

within the proposed service area. The applicant shall submit a written affidavit showing what attempts have been made to share an existing tower or that no such tower exists.

5. Certification of Shared Use Design. A qualified, registered engineer shall certify that the proposed tower's structural design can accommodate a minimum of two (2) shared users, in accordance with §7.9.4 Development Criteria.
 6. As Built Survey. A qualified, registered engineer shall certify that the proposed tower is to be constructed and installed in accordance with the submitted site plan including the installation of any required buffer yard.
 7. Total anticipated capacity of the structure, including the number and types of antennae that can be accommodated.
 8. Mitigation measures for ice and other hazardous falling debris, including setbacks and de-icing equipment.
- 7.9.6. Exceptions. Towers camouflaged to resemble woody trees or indigenous vegetation to blend in with the native landscape, and other types of concealment, shall be reviewed by the Design Review Board. Concealment techniques are design methods used to blend a wireless telecommunications facility, including any antennas thereon, unobtrusively into the existing surroundings so as to not have the appearance of a wireless telecommunications facility. Such structures shall be considered wireless telecommunications facilities and not spires, belfries, cupolas, or other appurtenances usually required to be placed above the roof level for purposes of applying height limitations. Due to their height, such structures must be designed with sensitivity to elements

such as building bulk, massing and architectural treatment of both the wireless telecommunications facility and surrounding development. Concealed towers on developed property must be disguised to appear as either a part of the structure housing, a principal uses, or an accessory structure that is normally associated with the principal use occupying the property. Concealed towers developed on unimproved property must be disguised to blend in with existing vegetation.



July 9, 2019

Conrad Garrison
City Planner
1032 Montgomery Hwy
Vestavia Hills, AL 35216

Reference: AT&T Mobility, LLC
Site: **Liberty Park South (USID 194907)**
Site Location: Vestavia Hills Candidate near 4870 Sicard Hollow Rd, Vestavia Hills, AL 35242

To Whom It May Concern:

AT&T Mobility, LLC herein referred to as "AT&T" is currently enhancing our network architecture to meet the growing demands of wireless voice and data customers in many areas of Alabama and Northwest Florida. This is necessary to provide such features as mobile internet, enhanced voice telephony, audio and video streaming, connectivity to cloud-based storage services, IoT (Internet of Things) devices, and mobile apps at the quality of service expected by our subscribers. To most efficiently utilize all available wireless spectrum to serve event locations, we must increase the complexity of our wireless radio systems and improve traffic distribution in areas of high utilization.

AT&T is currently requesting to construct a 130' foot wireless transmission tower at the location referenced above. This new transceiver location is needed to improve indoor coverage to the many commercial locations and residential homes around the Sicard Hollow Athletic Complex. The location of this site is critical to successfully cover the numerous new developments in this fast-growing area of Vestavia Hills Alabama and also provide the necessary capacity/data throughput to this busy area of our network. The requested antenna rad center of 120' (130' overall height) will allow for a significant amount of needed coverage expansion in the target area and also allow for future capacity expansion for the expected capacity growth. Some specific locations where the new Liberty Park South tower will enhance coverage include: the Sicard Hollow Athletic Complex, the Liberty Park Soccer Complex, Liberty Park Elementary, the Lunker Lake area, as well as many homes, business, and new developments around the Liberty Parkway and Sicard Hollow Road intersection.

In high-traffic locations such as Vestavia Hills Alabama new sites are being required to meet growing customer demands for bandwidth-sensitive applications because the distance covered by wireless transmissions directly affects the digital bandwidth delivered to the receiver. By building sites closer to our customers, we are able to supply those customers with the higher data-speeds and greater service value they demand.



The indoor coverage improvement expected from this site is illustrated in the included maps showing service levels before and after the site is commissioned. In this suburban environment, increased signal strength and denser site spacing is needed to increase in-building service and provide the needed capacity. When the proposed site is commissioned, the area will improve substantially providing strong, reliable signal levels, improved capacity, and yield higher data speeds to many of the areas around the site as noted above.

In this market existing structures are evaluated if adequately suited to the network in meeting the increasing demands of our customers and the value of the structure is sufficient for the considerable long-term investment being made. There are only two known existing structures within a 1 mile radius of the proposed AT&T location. The first is a 130' Crown Castle flagpole located 0.12 miles to the southwest at the Sicard Hollow Athletic Complex. This existing flagpole does not have adequate space for AT&T to install their antennas and previous proposed extensions of this tower resulted in a badly failing structural analysis. Lack of space on this tower caused it to not be an adequate option for AT&T. The next nearest known macro communication structure is a 130' Verizon tower located 0.69 miles away to the northeast. This tower is outside the search ring for the Liberty Park South site location and would not provide an adequate antenna rad center needed to provide in-building coverage to the locations around the Sicard Hollow Athletic Complex and the homes near the Liberty Parkway and Sicard Hollow Road intersection. All other known existing communication structures in this area, other than the two mentioned above, are roughly 2.3 miles or more from the proposed location and are already existing AT&T cell sites. The lack of a suitable collocation candidate within the search area of the Liberty Park South site drives the need for construction of a new structure.

The maps provided are derived from a tool called Atoll™ produced by Forsk®. These predictions use digital topography based on data from the USGS and 'clutter models' derived from satellite imagery detailing the topology of an area. These clutter models are categorically tested for typical incurred losses. These loss estimates are then further tuned with regional propagation studies to better calculate the signal level expectations of a given area and provide an accurate prediction of expected coverage

Should you require any additional information, or if you should have any questions, please feel free to contact me at cv011n@att.com or 205-517-4154.

Sincerely,

A handwritten signature in blue ink that reads "Christopher M. Vaughn".

Christopher M. Vaughn
Senior RAN Engineer
AT&T Mobility, LLC

Enclosure: Existing and Proposed Propagation Maps, Existing Towers Within 1 mile map, AT&T Jefferson/Shelby Spectrum & Technology letter.

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: Ashley C. Curry
Print Name: Ashley C. Curry
Its: Mayor and City Council President
Date: 4-15-19

By: Jeffrey D. Downes
Print Name: Jeffrey D. Downes
Its: City Manager
Date: 4-9-19

“TENANT”

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

By: AT&T Mobility Corporation
Its: Manager

By: William E. Hilyer
Print Name: William E. Hilyer
Its: Area Manager
Date: 04/25/2019

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

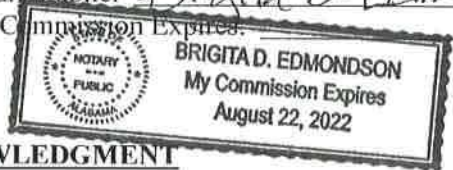
TENANT ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

On the 25th day of April, 2019, before me personally appeared William E. Hoyer 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.

[Signature]

Notary Public: Brigita D. Edmondson
My Commission Expires: _____



LANDLORD ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

On the 15th day of April, 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.

[Signature]

Notary Public: _____
My Commission Expires: 7/15/2019

STATE OF Alabama
COUNTY OF Jefferson

On the 9th day of April, 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.

[Signature]

Notary Public: _____
My Commission Expires: 7/15/2019

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 6

to the Land Lease Agreement dated April 25th, 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

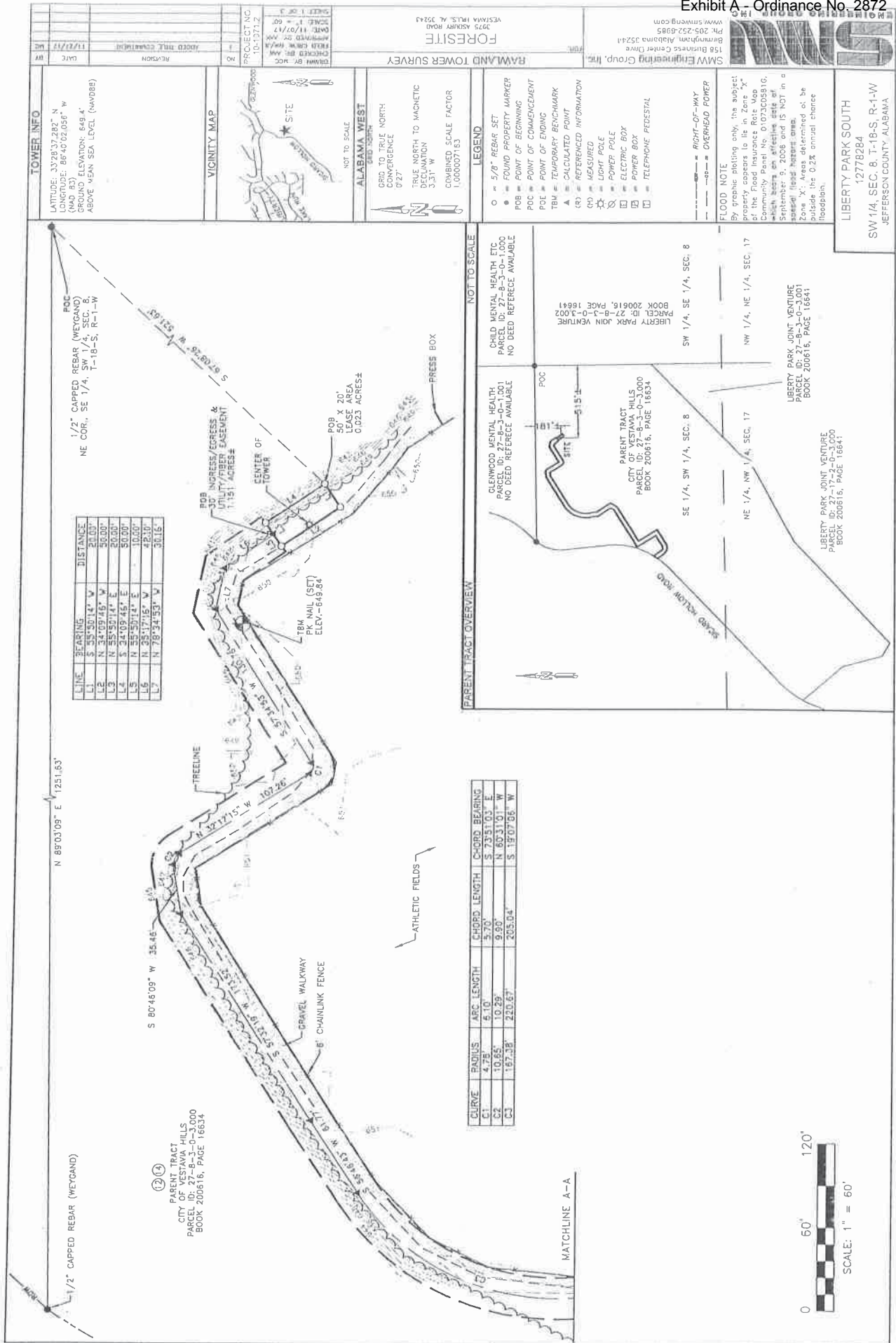
DESCRIPTION OF PROPERTY AND PREMISES

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.

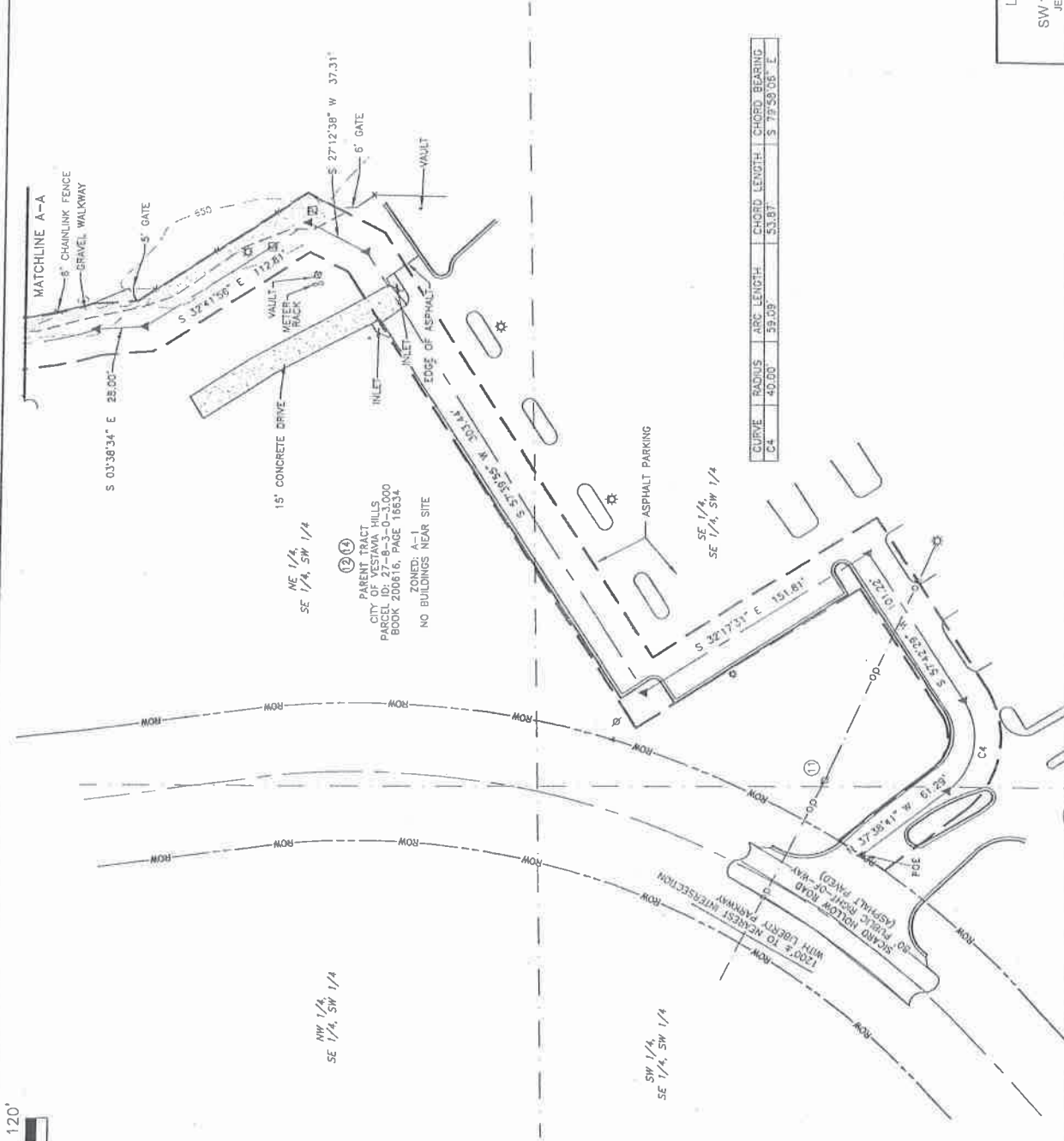
Notes:

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.

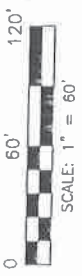


		SMW Engineering Group, Inc. 158 Business Center Drive Birmingham, Alabama 35244 PH: 205-252-6985 WWW: smweng.com
FORESITE 3935 ASHUR ROAD VESTAL, MS, 39243		RAWLAND TOWER SURVEY DRAWN BY: MJC CHECKED BY: MJC FIELD CHECK: MJC APPROVED BY: MJC DATE: 11/27/12
PROJECT NO: 12-117-2	REVISION:	DATE:

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



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C4	40.00	59.09	53.97	S 77°50'06\" E



NE 1/4, SW 1/4
 SE 1/4, SW 1/4
 NW 1/4, SW 1/4
 SW 1/4, SW 1/4

NO BUILDINGS NEAR SITE

PARENT TRACT
 CITY OF VESTAL HILLS
 PARCEL ID: 27-8-3-0-1000
 BOOK 200616, PAGE 16634

ZONED: A-1

MATCHLINE A-A
 8" CHAINLINK FENCE
 GRAVEL WALKWAY
 5' GATE
 550
 S 32°41'58" E 112.87'
 VAULT
 METER RACK
 INLET
 INLET
 EDGE OF ASPHALT
 15' CONCRETE DRIVE
 S 27°12'38" W 37.31'
 6' GATE
 VAULT

100' TO NEAREST INTERSECTION WITH LIBERTY PARKWAY
 S 27°38'14" W 61.25'
 S 57°42'02" W 101.22'
 S 32°17'33" E 151.81'
 ASPHALT PARKING

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]

Building Staff / Security Staff
City of Vestavia Hills, Alabama
1032 Montgomery Hwy.
Vestavia Hills, AL 35216-1804

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with 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

4-9-19
Date

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

County Division Code: AL040
Inst. # 2019053740 Pages: 1 of 11
I certify this instrument filed on
6/3/2019 3:33 PM Doc: LEASE
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$46.00
DeedTx: \$289.50
Clerk: CRONANL

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

(25400) taxable amt
289,409.97

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this 25th day of April, 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 25th day of April, 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: Ashley C. Curry
Print Name: Ashley C. Curry
Its: Mayor and City Council President
Date: 4-15-19

By: Jeffrey D. Downes
Print Name: Jeffrey D. Downes
Its: City Manager
Date: 4-9-19

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager

By: William E. Hilver
Print Name: William E. Hilver
Its: Area Manager
Date: 04/25/2019

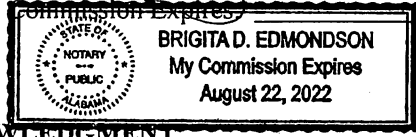
[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

On the 25th day of April, 2019, before me personally appeared William E. Hix 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: Brigita D. Edmondson
My Commission Expires: _____



LANDLORD ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Jefferson

On the 15th day of April, 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.

[Signature]
Notary Public: _____
My Commission Expires: 7/15/2019

STATE OF Alabama
COUNTY OF Jefferson

On the 9th day of April, 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.

[Signature]
Notary Public: _____
My Commission Expires: 7/15/2019

EXHIBIT 1**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 6

to the Memorandum of Lease dated April 25th, 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)

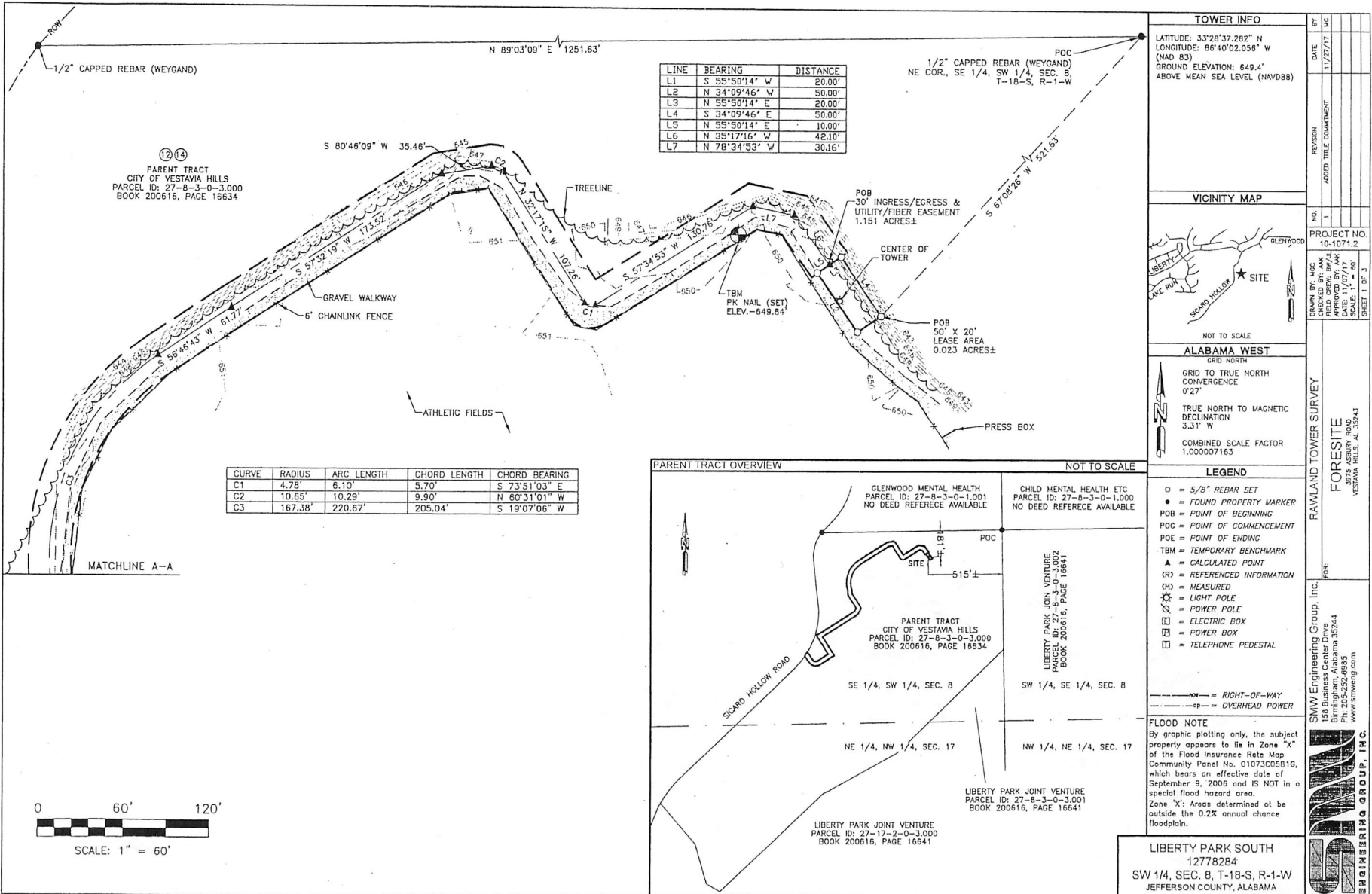
An easement being a portion of that certain tract of land as recorded in Book LR200616, Page 16634 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 8, Township 18 South, Range 1 West, said County, and being more particularly described as follows:

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

DESCRIPTION OF PROPERTY AND PREMISES

Page 3 of 6

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.



RAWLAND TOWER SURVEY FORESITE

FOR: VESTAVIA HILLS, AL 35243

SMW Engineering Group, Inc.
 138 Business Center Drive
 Vestavia Hills, Alabama 35244
 Ph: 205-252-6885
 www.smweng.com

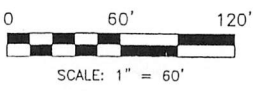
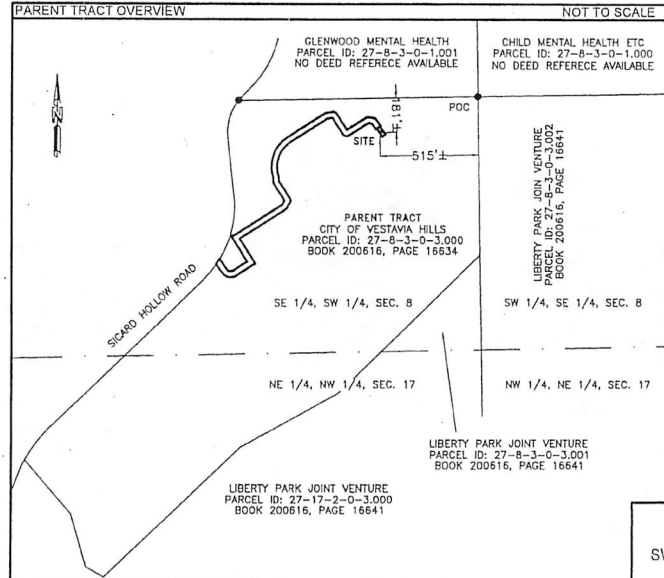
LEGEND

- = 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. 01073CC0561G, 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



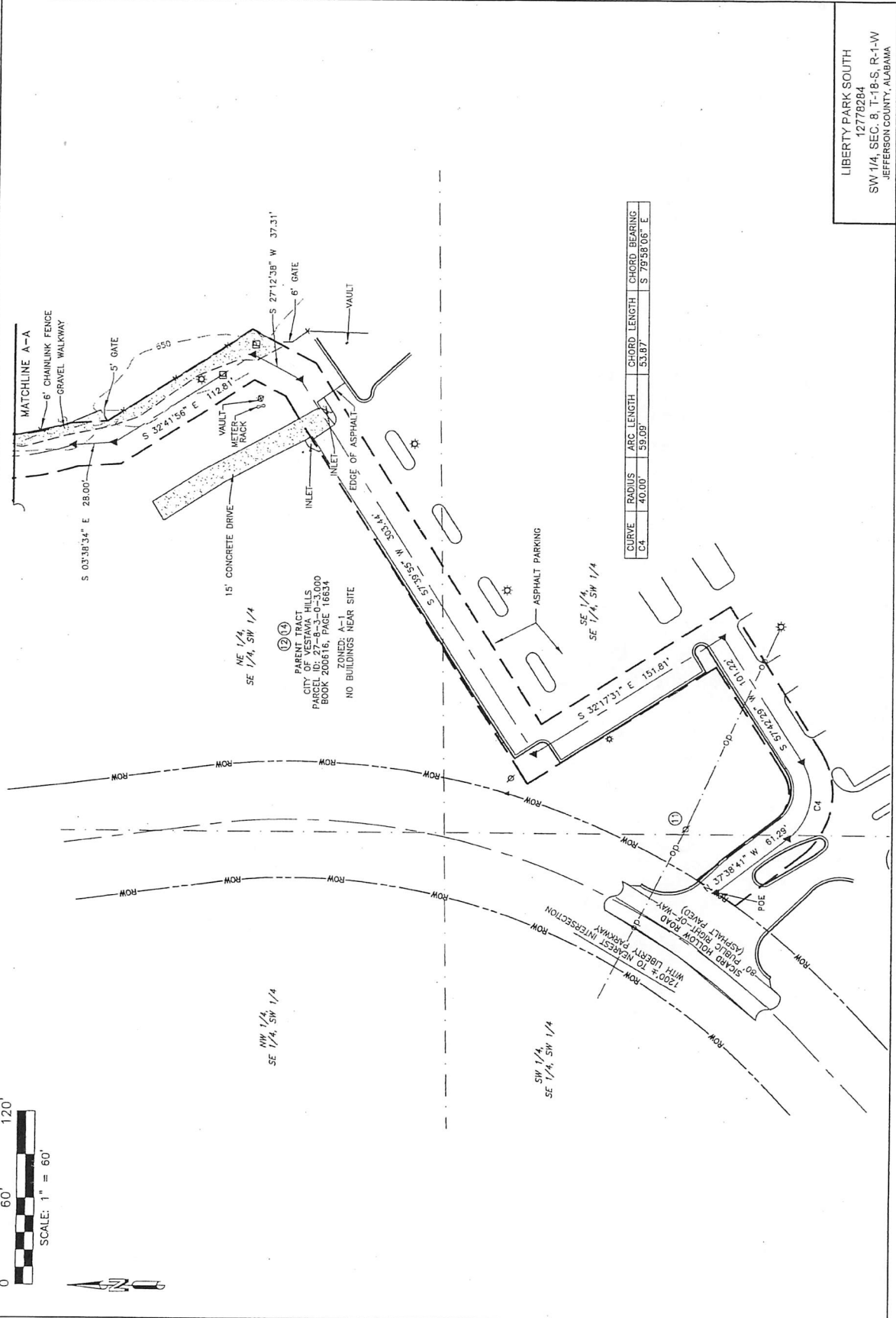
PROJECT NO. 10-1071.2		SHEET 2 OF 3	
DATE: 11/07/12		SCALE: 1" = 60'	
DRAWN BY: JCS		CHECKED BY: AK	
PROJECT NO. 10-1071.2		DATE: 11/27/17	
ADDED TITLE COMMENT		DATE	
REVISION		DATE	

FOR SITE
3975 ASHLEY ROAD
VESTALA HILLS, AL 35243

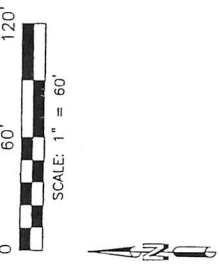
RAWLAND TOWER SURVEY

SWM Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-8985
www.swmeng.com

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



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



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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. City of Vestavia Hills, Alabama	
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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.	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input checked="" type="checkbox"/> Other (see instructions) ▶ Municipality	
	5 Address (number, street, and apt. or suite no.) See instructions. 1032 Montgomery Highway	Requester's name and address (optional)
	6 City, state, and ZIP code Vestavia Hills, AL 35216	
	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	
63 - 6002218	

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ 4-9-19
------------------	----------------------------	---------------

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.

E911 NOT AVAILABLE. TO BE PROVIDED WITH BUILDING PERMIT APPROVAL.

SITE NAME:

LIBERTY PARK SOUTH

AT&T SITE NUMBER:

12778284

PROJECT DESCRIPTION:

PROPOSED 125' LIGHT POLE TOWER

RFDS ID

2460270

RFDS VERSION

V 2.00 (DATED 12/17/2018)

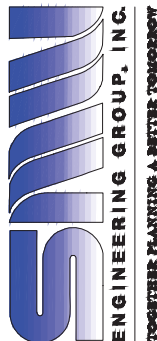
USID SITE NUMBER:

194907

CARRIER:



PREPARED BY:



TOGETHER MAKING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-6885 FAX: 205-320-1504

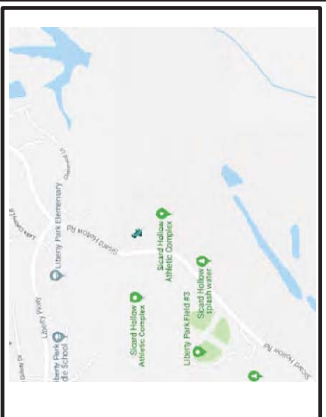


ALABAMA ONE-CALL
STATE WIDE CALL: 811
CALL BEFORE YOU DIG

LOCATION MAP



VICINITY MAP



DRIVING DIRECTIONS

FROM THE AT&T OFFICES AT THE COLONNADE, TAKE COLONNADE PKY EAST UNDER US HWY 280 WHERE IT BECOMES BLUE LAKE DRIVE. PROCEED 0.9 MILE TO SWORD HOLLOW ROAD. TURN RIGHT (LEFT) AND PROCEED 4.3 MILE TO THE WESTAVIA HILLS SPORTS COMPLEX ON THE RIGHT. THE PROPOSED LIGHT POLE IS IN THE NORTH EAST CORNER OF THE SOCCER FIELD.

DEPARTMENT	NAME/SIGNATURE	DATE
LAND/TOWER OWNER		
SITE ACQU AGENT		
ZONING/PERMITTING AGENT		
ARE MANAGER		
CONSTRUCTION MANAGER		
RF MANAGER		

PROJECT INFORMATION

SITE ADDRESS: E911 NOT AVAILABLE
VESTAVIA HILLS, AL 35242
LATITUDE (NAD 83): N 33° 28' 37.282" (33.477032)
LONGITUDE (NAD 83): W 86° 40' 02.056" (-86.667238)
PARCEL ID: 27-8-3-0-3.00
PARCEL SIZE: 51,139SQ FT (1.17ACRES)
ZONING: N/A
JURISDICTION: JEFFERSON COUNTY
PROPERTY OWNER: CITY OF VESTAVIA HILLS
APPLICANT: FORESITE
3975 ASBURY ROAD
VESTAVIA HILLS, AL 35243
OFF: 205-977-1433
205-327-1433
ENGINEER: JOHN TAYLOR, PE
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
POWER: ALABAMA POWER
TELCO: AT&T

DRAWING INDEX

T-1	TITLE SHEET & PROJECT INFORMATION
-	SURVEY
C-1	GENERAL NOTES
C-2	OVERALL SITE PLAN
C-2.1 TO C-2.2	OVERALL SITE PLAN
C-3	DETAILED SITE PLAN
C-3.1	ENLARGED SHELTER PLAN
C-4	TOWER ELEVATION & DETAILS
C-4.01	ANTENNA LAYOUT AND SCHEDULE
C-4.1	SECTOR MOUNT DETAILS
C-4.2	RF PLUMBING RISER DIAGRAM
C-4.3	RRUS AND LIQUID MOUNTING DETAILS
C-5 TO C-5.10	GRADING, SEDIMENT & EROSION CONTROL PLAN
C-5.1 TO C-5.2	ACCESS ROAD PROFILE SHEET
C-6	GRADING, SEDIMENT & EROSION CONTROL DETAILS
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C-8	SITE SIGNAGE
C-9	8" DARK VINYL COATED CHAINLINK FENCE DETAILS
C-10	AT&T SHELTER DETAILS
C-10.1	AT&T SHELTER DETAILS
C-11	SHELTER FOUNDATION DETAILS
E-1	ELECTRICAL SPECS & ONE-LINE DIAGRAM (METER CENTER)
E-1.1	ELECTRICAL ONE LINE
E-2	UTILITY SITE PLAN
E-2.1	OVERALL UTILITY SITE PLANS
E-3	GROUNDING SITE PLAN
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E-4	GROUNDING DETAILS
E-5	UTILITY H-FRAME DETAILS
LS-1	LANDSCAPING SITE PLAN
-	ATTACHMENTS
-	RFDS



SMI No. 10-1071-2



#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFDS V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	ISSUED FOR PERMITTING
4	06/17/19	ISSUED FOR PERMITTING
5	08/18/19	REVISED PER CLIENT COMMENTS

LIBERTY PARK SOUTH
TITLE SHEET & PROJECT INFORMATION

DESIGNED: JTD
DRAWING: BLS
CHECKED: JTD
JOB #: 12778284

CA# AL 2944-E



T-1

o. 2872

Exhibit A - Ordinance

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

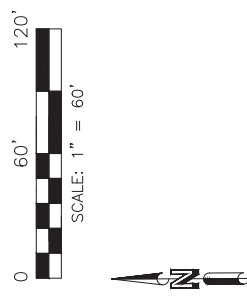
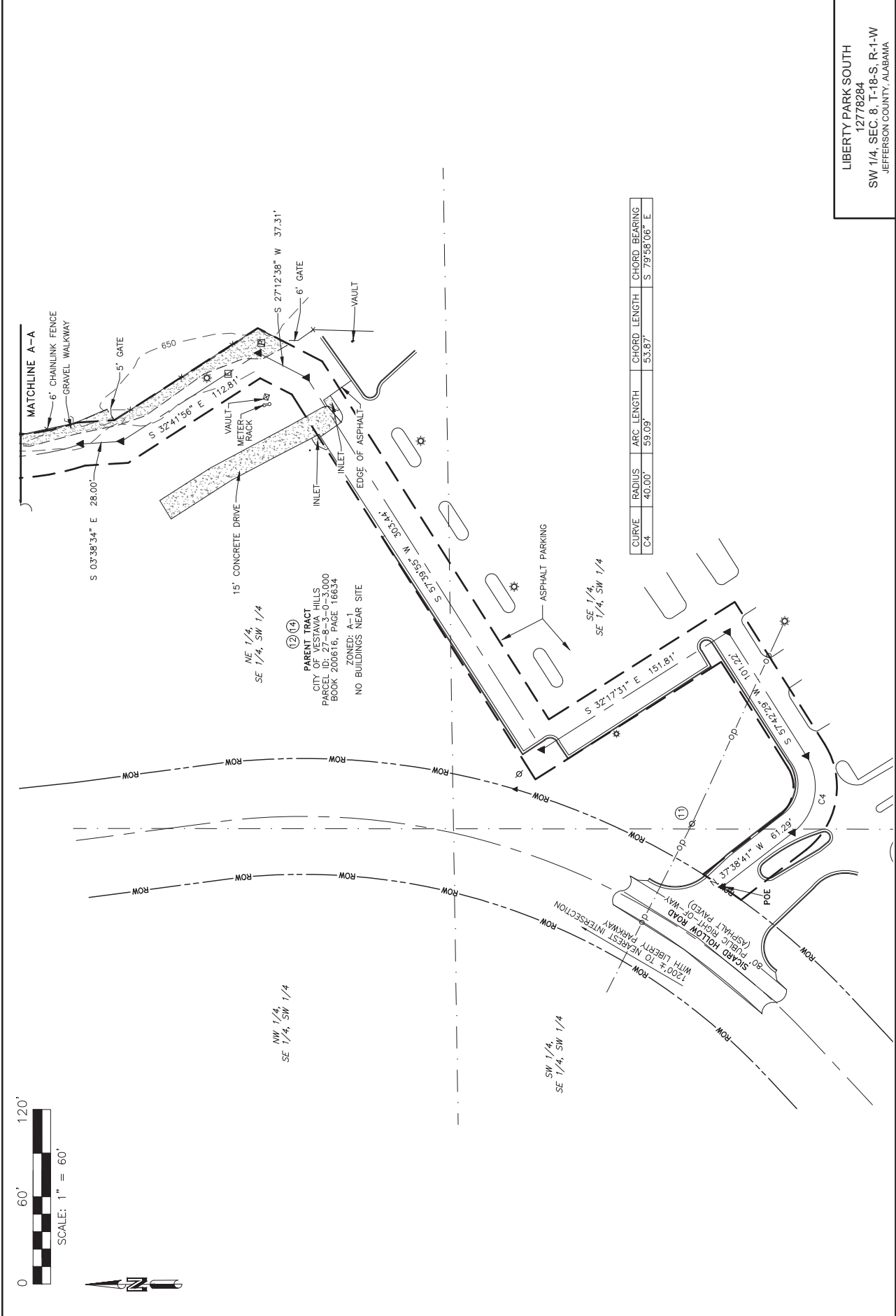
PROJECT NO.	10-1071.2
DATE:	11/07/17
APPROVED BY:	AKK
FIELD CHECK BY:	AKK
CHECKED BY:	AKK
DRAWN BY:	MGC
SHEET:	2 OF 3
SCALE:	1" = 60'

RAWLAND TOWER SURVEY
FORESITE
 3975 ASBURY ROAD
 VESTAVIA HILLS, AL 35243

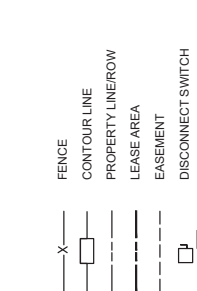
FOR: **SWM Engineering Group, Inc.**
 158 Business Center Drive
 Birmingham, Alabama 35244
 Ph: 205-252-6985
 Fax: 205-252-6986
 www.swmeng.com

Exhibit A - Ordinance No. 2872

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



EXCAVATION & GRADING NOTES



- ALL CUT & FILL SLOPES SHALL BE 3:1 MAXIMUM (UNLESS NOTED ON GRADING SHEET)
- ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
- ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
- AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS AND SO FORTH.
- BACK FILL SHALL BE:
 - APPROVED MATERIALS CONSISTING OF EARTH, LOAMY SANDY, CLAY SAND, GRAVEL OR SOFT SHELL;
 - FREE FROM CLODS 65 STONES OVER 2 1/2" MAXIMUM DIMENSIONS;
 - IN LAYERS AND COMPACTED
- SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO 95% OF MAXIMUM DENSITY, AT THE OPTIMUM MOISTURE CONTENT +/-2% AS DETERMINED BY ATM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
- THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
- CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
- FILL PREPARATION:
 - REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1:1 VERTICAL TO HORIZONTAL TO REMOVE TOPSOIL AND DEBRIS. EXISTING SURFACES SHALL BE REPAIRED TO ORIGINAL FINISH. GROUND SURFACE TO RECEIVE FILL HAS DENSITY LESS THAN THAT REQUIRED FOR FILL. BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION OR AERATE SOIL, AND RECOMPACT TO REQUIRED DENSITY.
- REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACE TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL RESURFACING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS AND LOOSE OR DISTURBED MATERIALS SHALL BE REMOVED TO A MINIMUM DEPTH OF 6" BELOW THE SUBGRADE. THE SUBGRADE SHALL BE REPAIRED WITH APPROVED SELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
- PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED / REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
- ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION
- RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRAGILE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC.

GENERAL NOTES:

- THE CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
- IT IS THE INTENTION OF THESE DRAWINGS TO SHOW COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES. TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL ORDERS.
- THE CONTRACTOR SHALL USE ADEQUATE NUMBER OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHOD NEEDED FOR PROPER PERFORMANCE OF THE WORK.
- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
- SITE GROUNDING SHALL COMPLY WITH TOWER OWNER GROUNDING STANDARDS, LATEST EDITION, WHEN NATIONAL AND LOCAL GROUNDING CODES ARE MORE STRINGENT. THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETED BEFORE ERECTION OF THE TOWER.
- ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
- ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.
- ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENT'S HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
- CONSTRUCTION MANAGER WILL CONFIRM APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
- THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE SPECIFICATIONS AND TOWER DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
- SEEDING AND MULCHING OF THE SITE SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE SITE DEVELOPMENT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ADEQUATE COVER OF VEGETATION OVER THE SITE FOR A ONE-YEAR PERIOD.
- FOR ITEM THAT SHALL BE PROVIDED BY THE OWNER & INSTALLED BY THE CONTRACTOR, SEE "OWNER SUPPLIED MATERIAL LIST" INSERTED IN THIS DRAWINGS PACKAGE.
- OBTAIN AND PAY FOR REQUIRED PERMITS, LICENSES, FEES IN SECTIONS, ETC.
- RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED REVISIONS ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING ON THE WORK CONTAINED IN THIS DESIGN PACKAGE

LIBERTY PARK SOUTH

GENERAL NOTES

DESIGNED: JDC
DRAWING: BLD
CHECKED: JDC
JOB #: 12778284

Exhibit A - Ordinance No. 2872

C-1

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFP'S V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	09/08/19	REVISED PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
5	08/18/19	REVISED PER CLIENT COMMENTS



CA# AL 0244-E

ALABAMA
LICENSED
No. 34048
PROFESSIONAL
ENGINEER

06/18/2019

LIBERTY PARK SOUTH

DESIGNED: JDC
DRAWING: BLD
CHECKED: JDC
JOB #: 12778284

Exhibit A - Ordinance No. 2872

C-1

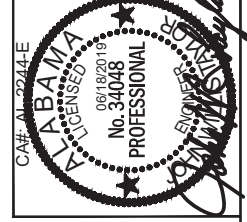
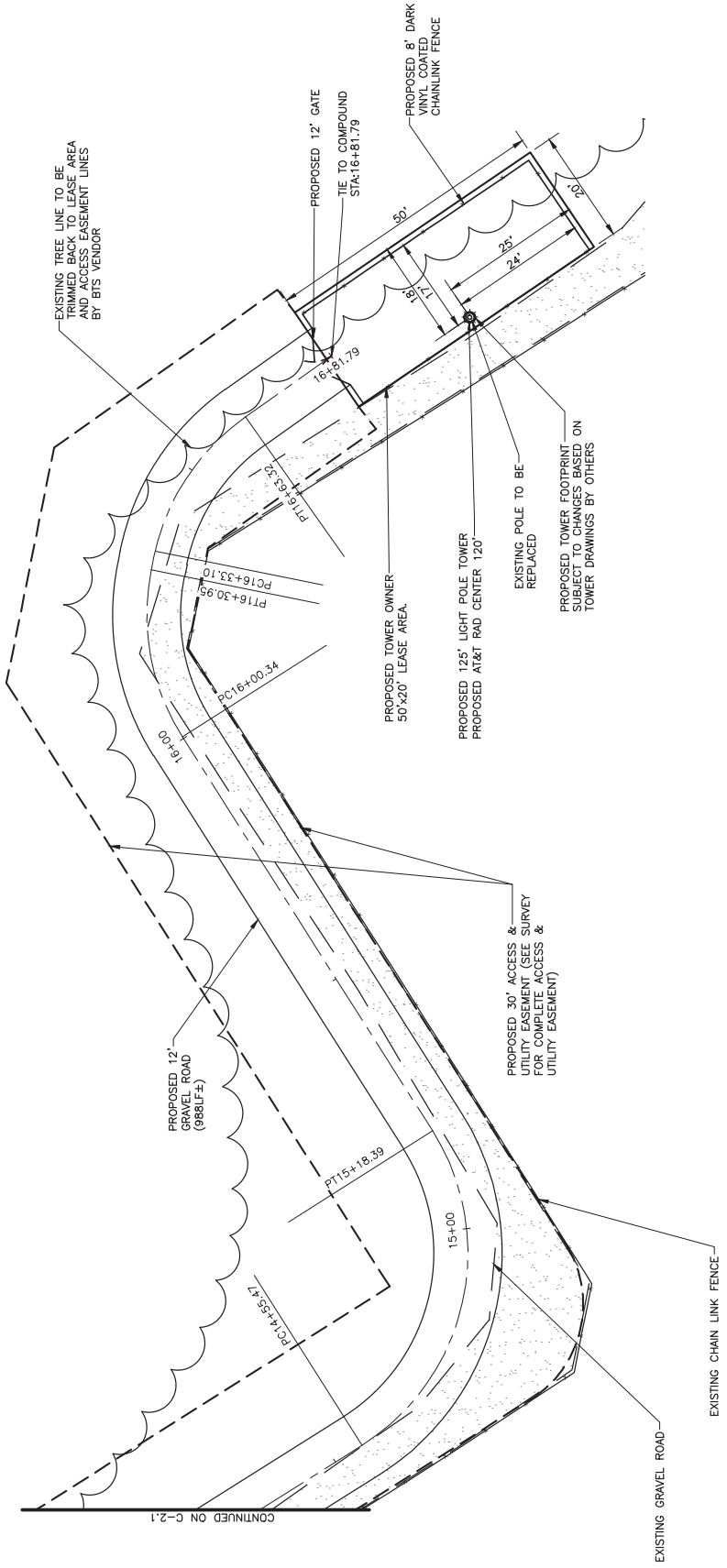


#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	ISSUED FOR PERMITTING
4	06/17/19	REVISED PER CLIENT COMMENTS
5	08/18/19	REVISED PER CLIENT COMMENTS

DESIGNED: JDS
 DRAWING: BLS
 CHECKED: JDS
 JOB #: 12778284

C-2

EXISTING TREES TO BE TRIMMED BACK BY BTS VENDOR TO LEASE AREA AND EASEMENT LINES



SUBJECT PROPERTY IS LOCATED IN PANEL #01073005816, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

1 OVERALL SITE PLAN
 SCALE 1"=50'

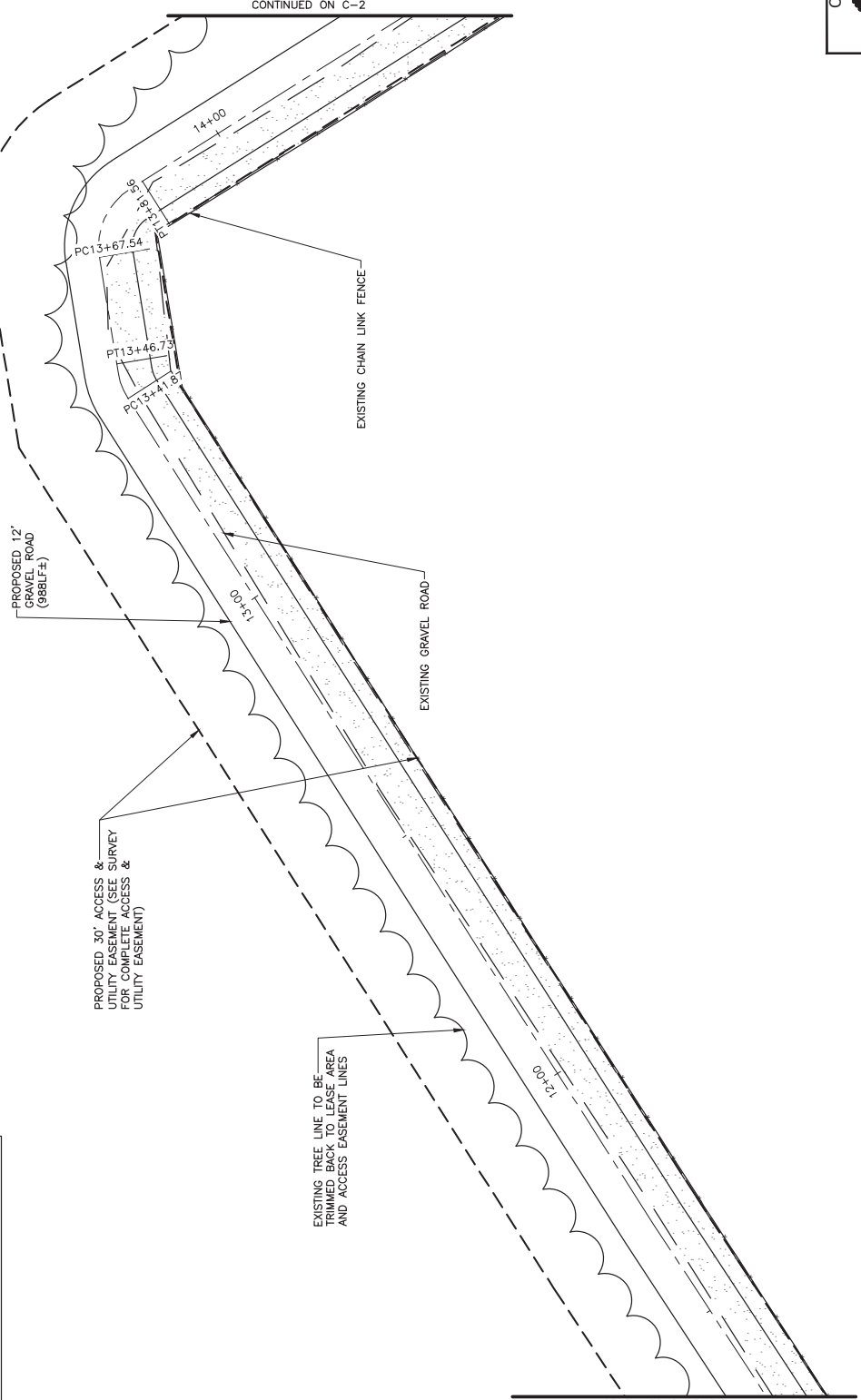
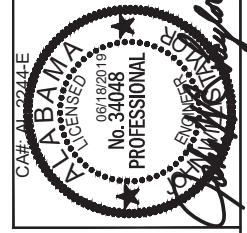
C-2

CONTINUED ON C-2.1

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
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DESIGNED: JDS
 DRAWING: BLS
 CHECKED: JDS
 JOB #: 12778284

C-2.2



EXISTING TREES TO BE TRIMMED BACK BY BTS VENDOR TO LEASE AREA AND EASEMENT LINES

PROPOSED 30' ACCESS & UTILITY EASEMENT (SEE SURVEY FOR COMPLETE ACCESS & UTILITY EASEMENT)

EXISTING TREE LINE TO BE TRIMMED BACK TO LEASE AREA AND ACCESS EASEMENT LINES

EXISTING CHAIN LINK FENCE

EXISTING GRAVEL ROAD

PROPOSED 12' GRAVEL ROAD (988LF±)

CONTINUED ON C-2

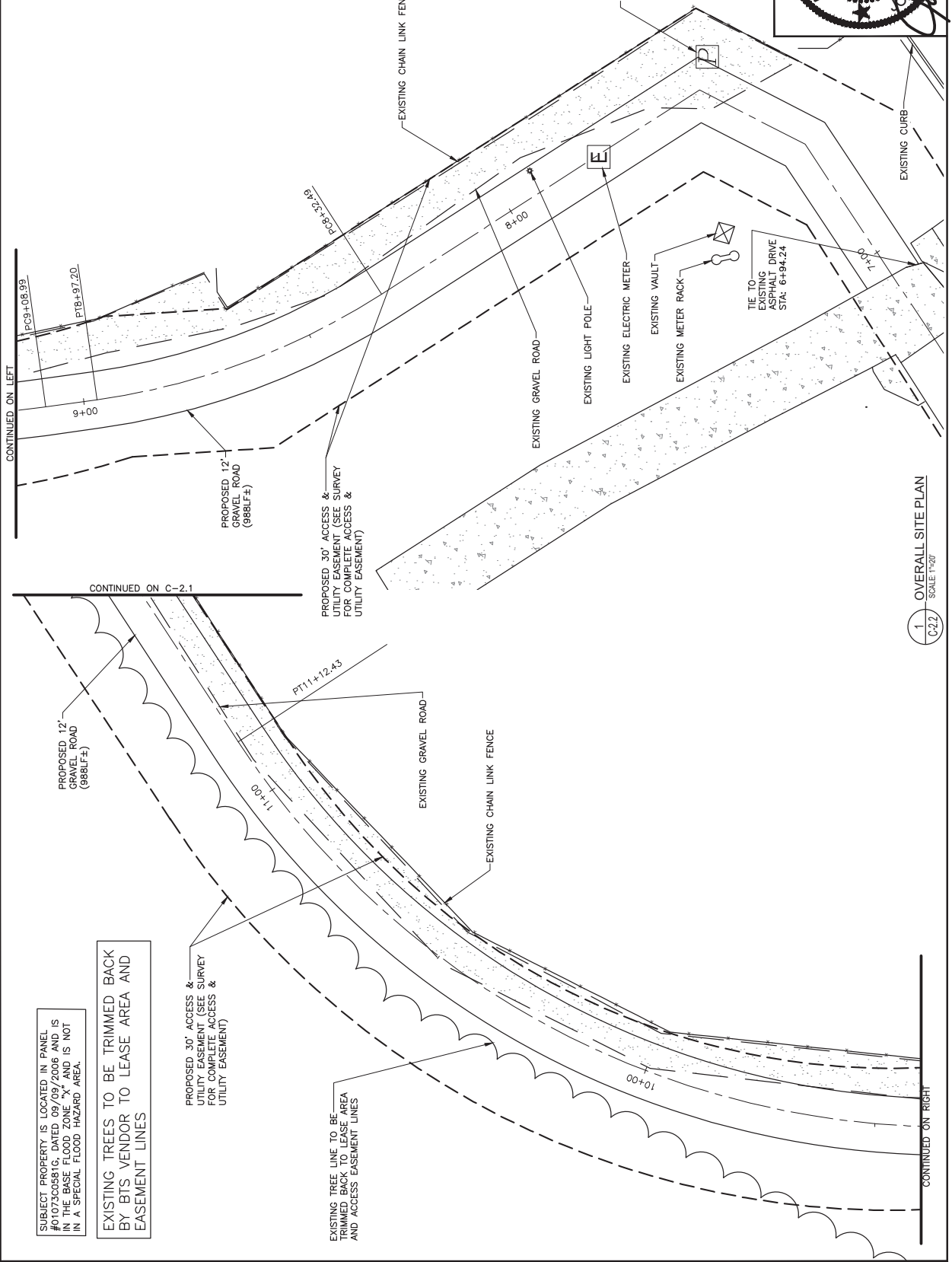
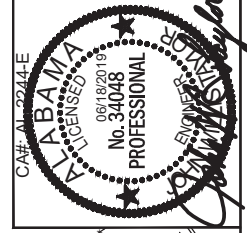
CONTINUED ON C-2.2

SUBJECT PROPERTY IS LOCATED IN PANEL #01073C0581C, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

1 OVERALL SITE PLAN
 C-2.1 SCALE 1"=20'

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFP'S v1.00 (07/08/18)
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5	08/18/19	REVISED PER CLIENT COMMENTS

DESIGNED: JDC
DRAWN: BLS
CHECKED: JDC
JOB #: 12778284



CONTINUED ON LEFT

CONTINUED ON C-2.1

1 OVERALL SITE PLAN
SCALE 1"=20'

SUBJECT PROPERTY IS LOCATED IN PANEL #01073006810, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXISTING TREES TO BE TRIMMED BACK BY BTS VENDOR TO LEASE AREA AND EASEMENT LINES

PROPOSED 30' ACCESS & UTILITY EASEMENT (SEE SURVEY FOR COMPLETE ACCESS & UTILITY EASEMENT)

EXISTING TREE LINE TO BE TRIMMED BACK TO LEASE AREA AND ACCESS EASEMENT LINES

CONTINUED ON RIGHT

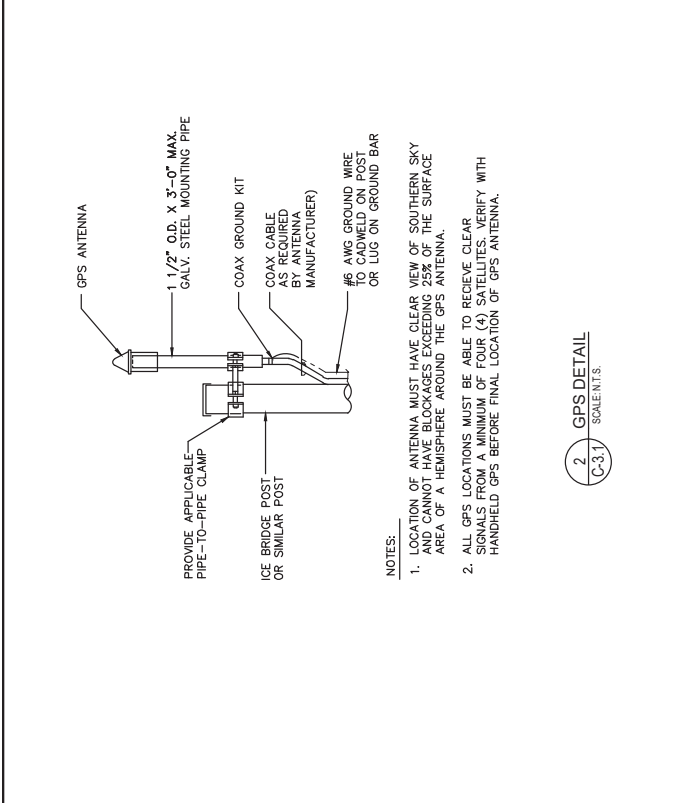
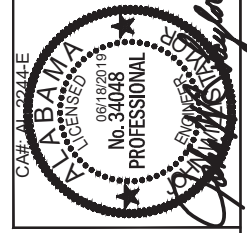


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LIBERTY PARK SOUTH
DETAILED
SITE PLAN

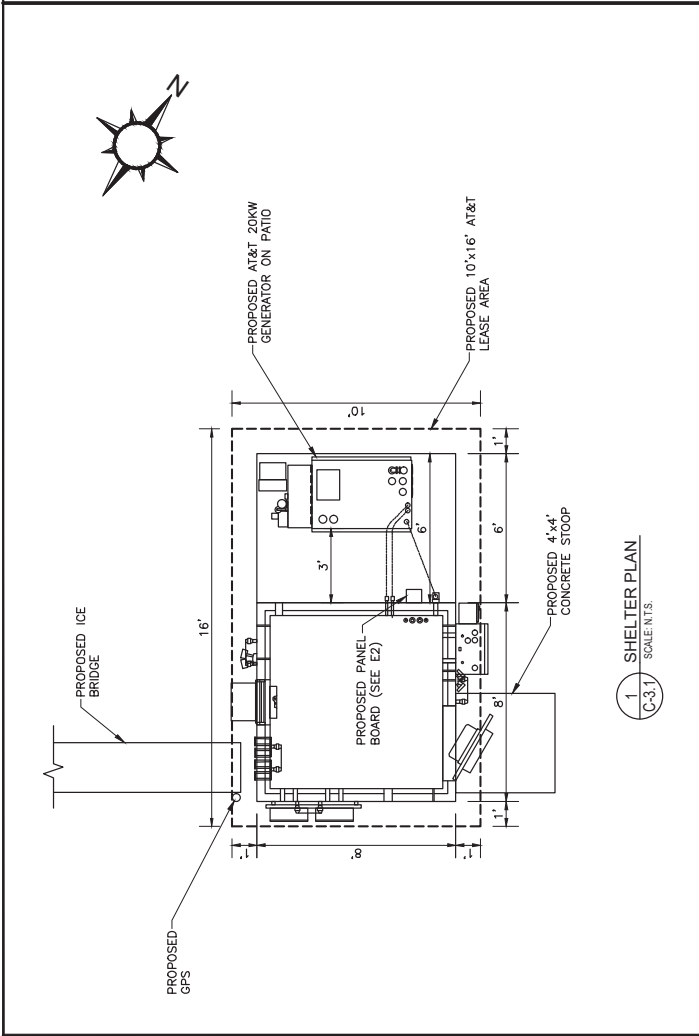
DESIGNED: JDS
DRAWN: BLS
CHECKED: JDS
JOB #: 12778284

Exhibit A - Ordinance No. 2872

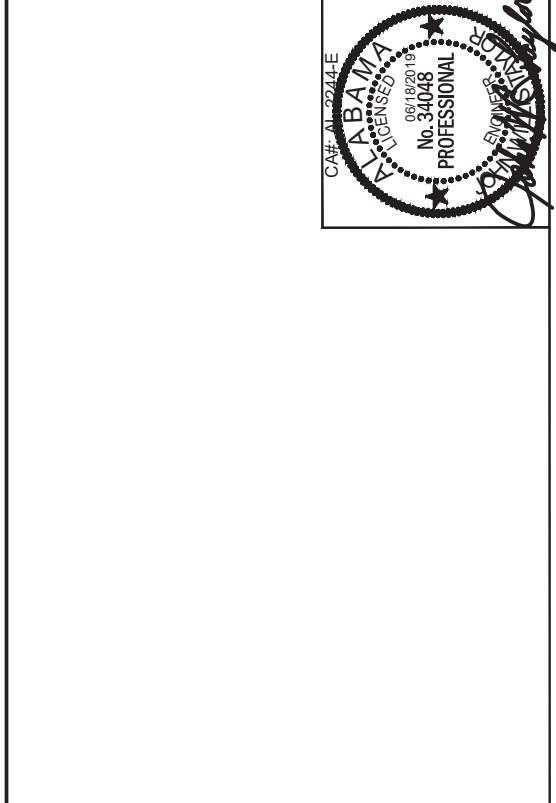


- NOTES:
1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.
 2. ALL GPS LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM ALL AVAILABLE SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

2 GPS DETAIL
SCALE: N.T.S.



1 SHELTER PLAN
SCALE: N.T.S.



3 4'x4' STOOP DETAIL
SCALE: N.T.S.



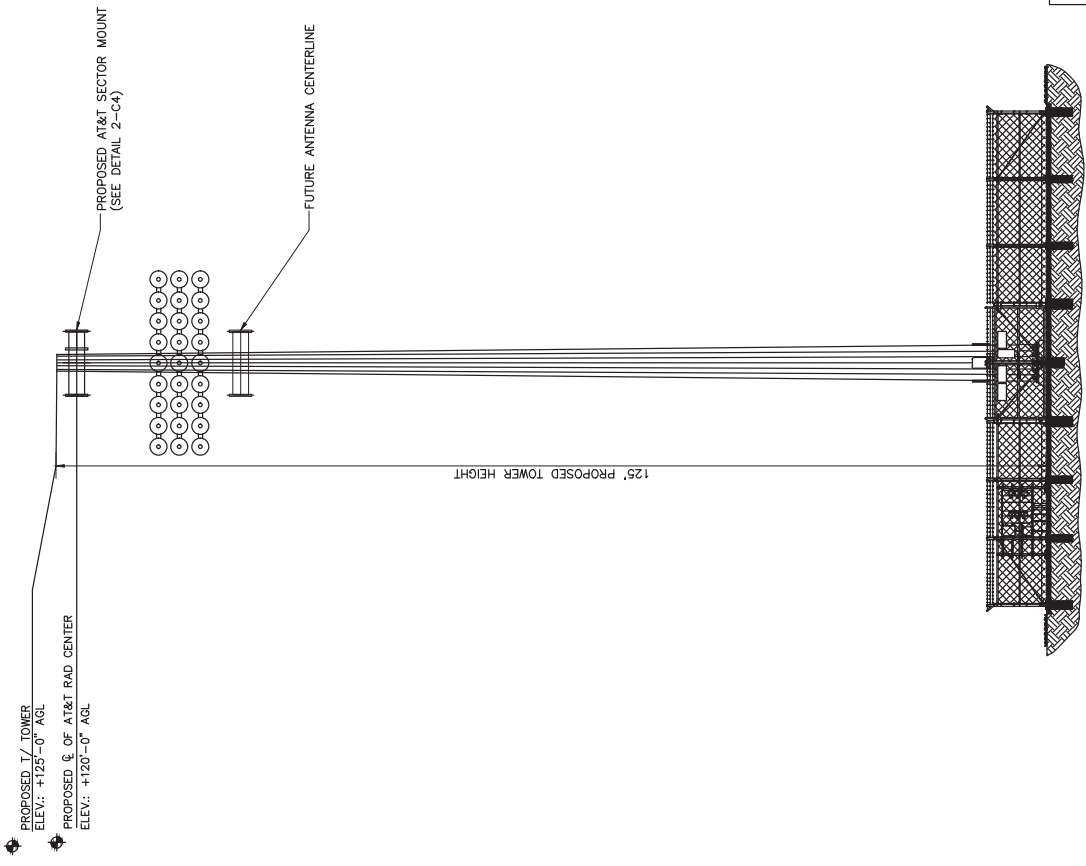
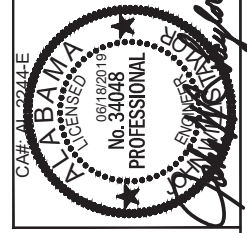
#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S v1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	REVISED PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
5	08/18/19	REVISED PER CLIENT COMMENTS

LIBERTY PARK SOUTH
 TOWER ELEVATION
 AND LIGHTING DETAIL

Exhibit A - Ordinance No. 2872

DESIGNED: JDS
 DRAWING: BLS
 CHECKED: JDS
 JOB #: 12778284

C-4



TOWER SHALL NOT BE ARTIFICIALLY ILLUMINATED EXCEPT AS REQUIRED BY THE FAA OF FCC. ANY LIGHTING SHALL BE THE MINIMUM NECESSARY TO COMPLY WITH THE FEDERAL REGULATIONS PER ZONING REQUIREMENTS

INNER DUCT IS REQUIRED TO BE ROUTED INSIDE MONOPINE

NOTE: SEE SHEET C-4-01 FOR ANTENNA LAYOUT AND NOTES.

1 TOWER ELEVATION
 SCALE: NOT TO SCALE
 C-4



#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFPS V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/08/19	REVISED PER CLIENT COMMENTS
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5	08/18/19	REVISED PER CLIENT COMMENTS

ANTENNA NOTES:

1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
2. PROPOSED JUMPERS NOT SHOWN FOR CLARITY.
3. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
4. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWER ENGINEER'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
5. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR EQUAL CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNLIFT WITH AT&T.
6. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
7. ALL PROPOSED ANTENNA ELECTRICAL/MECHANICAL DOWNLIFTS AS PER RF DATA SHEETS.
8. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC SHALL BE INSTALLED PER TOWER MANUFACTURER'S STANDARD DETAILS.

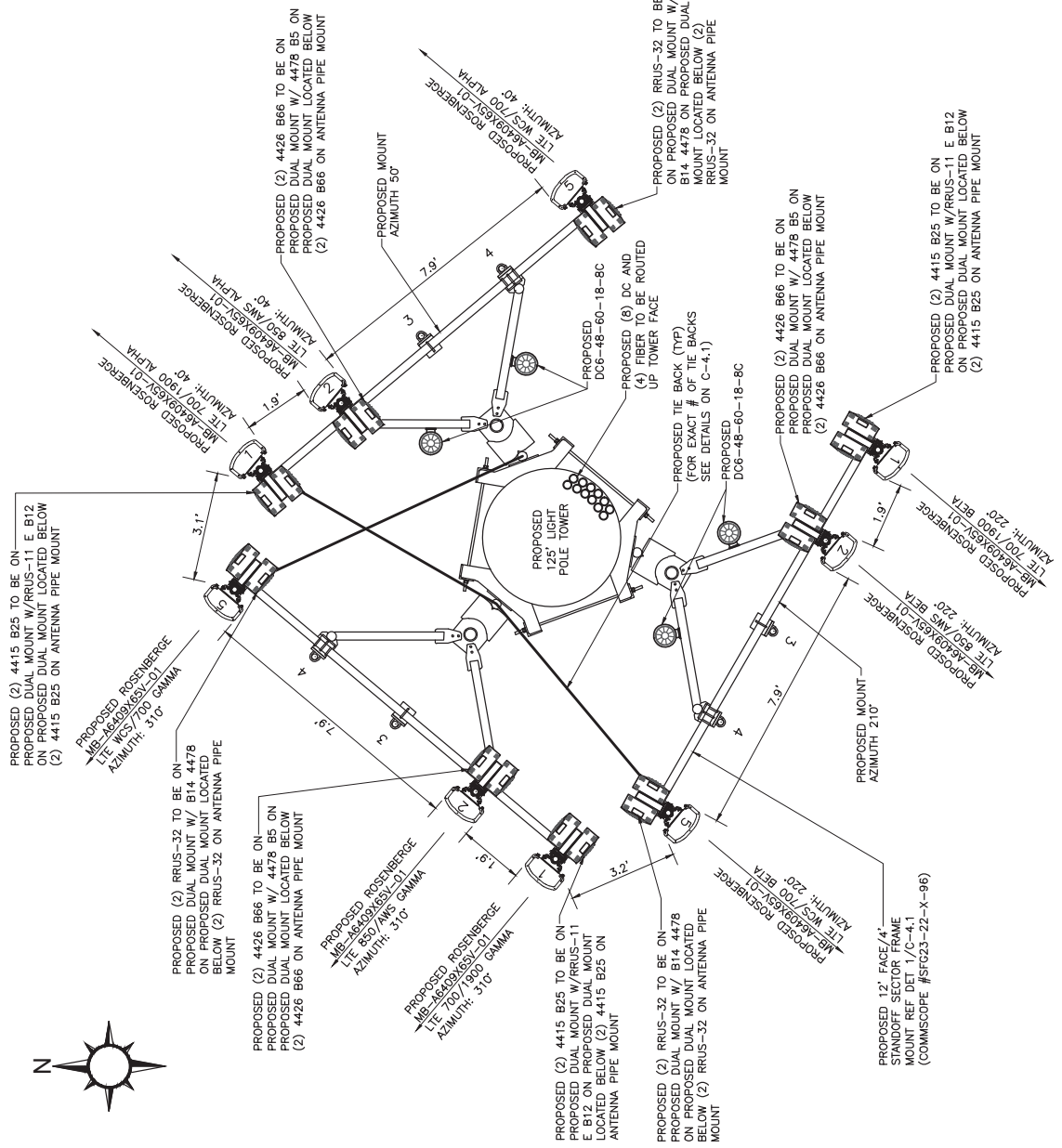
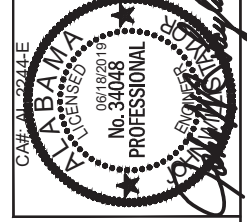
ANTENNA SEPARATION REQUIREMENTS:

- INSTALLERS TO MAINTAIN:
- 1) A 3' SEPARATION BETWEEN ALL ANTENNAS* ON THE SAME MOUNT (* SEE NOTE 3)
 - 2) A 3' SEPARATION IS TO BE MAINTAIN BETWEEN ANTENNAS ON DIFFERENT SECTOR MOUNTS
 - 3) IF ANTENNAS ARE 700 B/C (B12/B17) AND 700 D/E (B29); THEN A 6' SEPARATION WILL BE REQUIRED FOR THESE ANTENNAS. (SEE DETAIL C-4-2)

ANTENNA LAYOUT DESIGN NOTES:

1. ALL ANTENNA LAYOUTS ARE DRAWN WITH THE RATIO OF 3 TO 1 AND ARE SCHEMATIC IN NATURE.
2. SEE SHEET C-3 FOR SITE SPECIFIC TOWER TYPE:
 - A. SELF-SUPPORT TOWER DRAWN WITH 3' FACE
 - B. GUY TOWER DRAWN WITH 3' FACE
 - C. MONOPOLE DRAWN 2' DIAMETER
3. FUTURE ANTENNAS SHOWN TO VALIDATE REQUIRED SEPARATION BETWEEN ANTENNAS

REQUIRED ANTENNA SEPARATION SHOWN ON SHEET C-4-2.1 FOR CLARITY

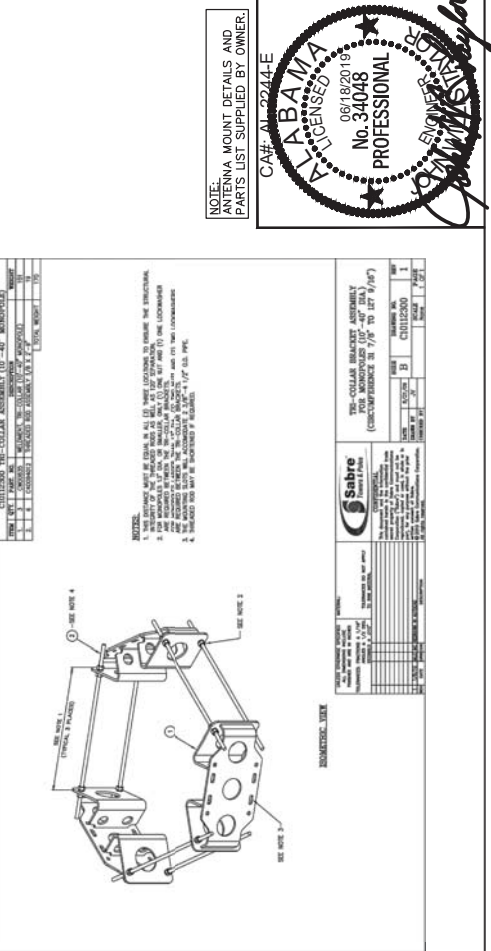
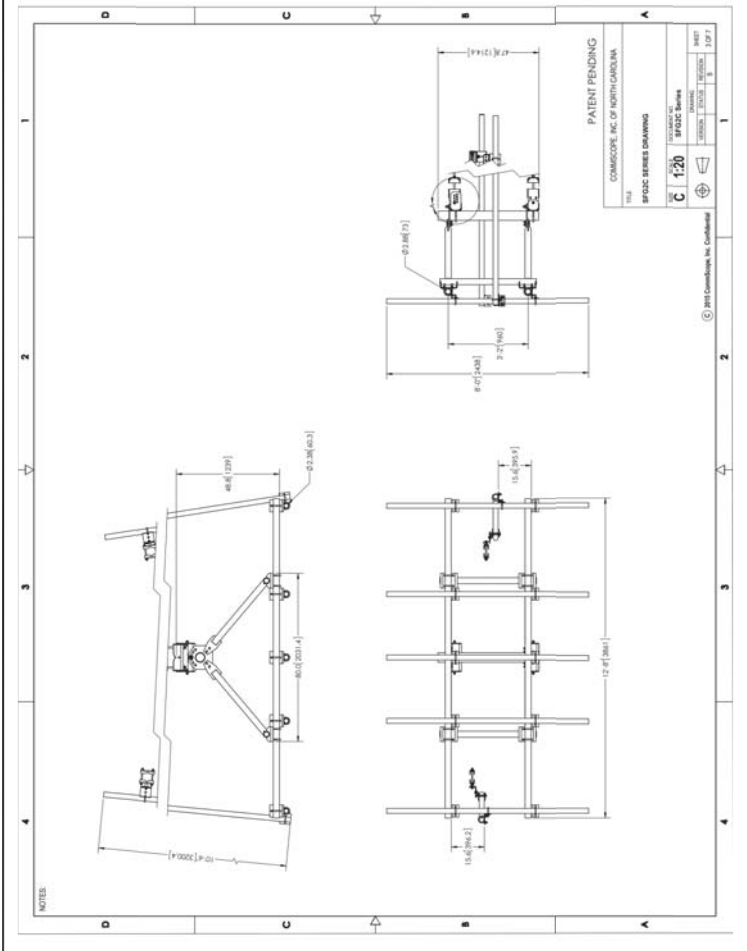


1 ANTENNA ORIENTATION DETAIL
 SCALE: NOT TO SCALE

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW TOWER HEIGHT
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5	08/18/19	REVISED PER CLIENT COMMENTS

LIBERTY PARK SOUTH
SECTOR MOUNT DETAIL
Exhibit A - Ordinance No. 2872

DESIGNED: JLD
DRAWING: JLD
CHECKED: JLD
JOB #: 121778284

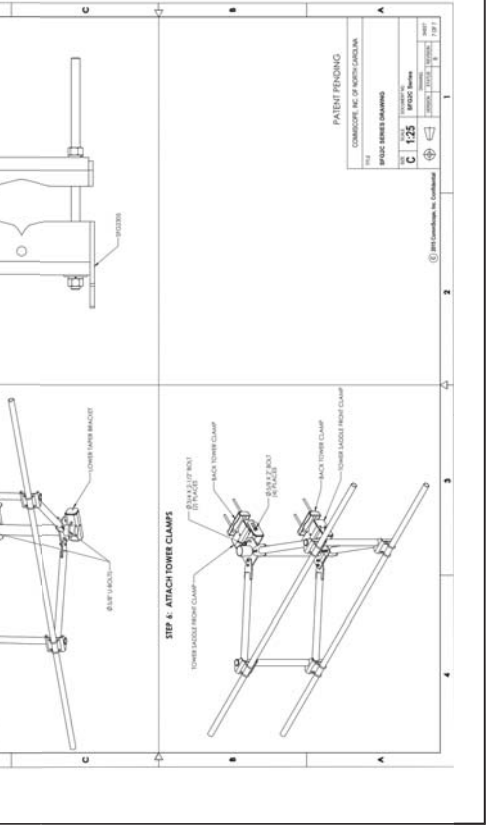
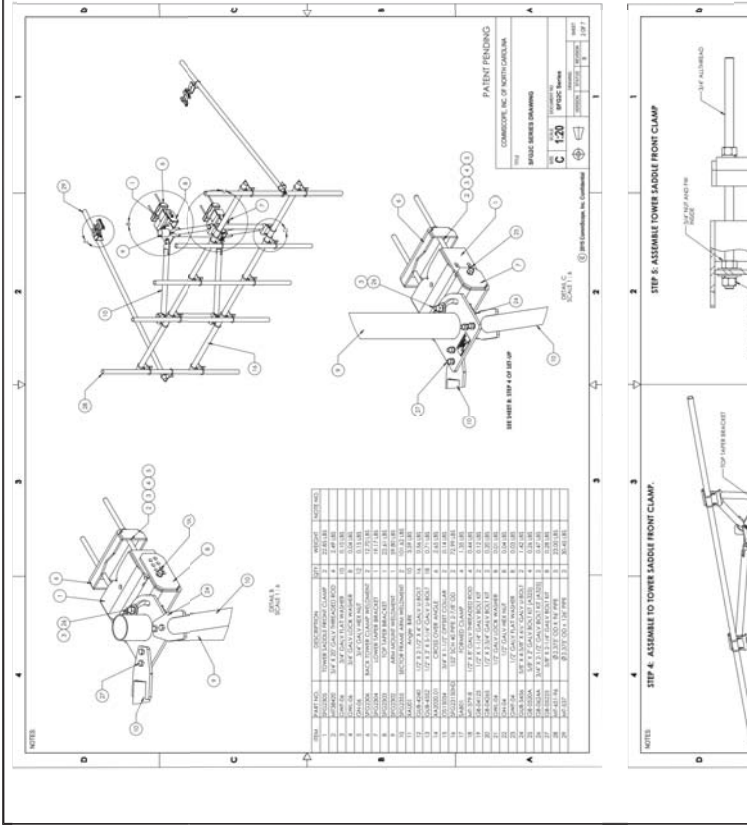


NOTE: ANTENNA MOUNT DETAILS AND PARTS LIST SUPPLIED BY OWNER.

CA# AL0244-E

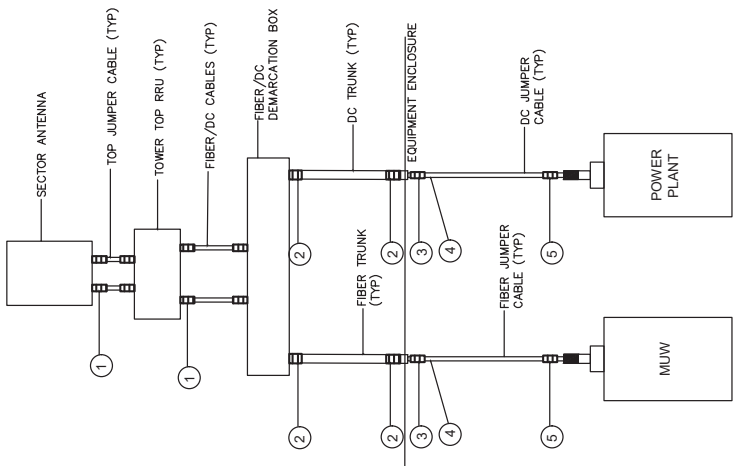
ALABAMA LICENSED PROFESSIONAL ENGINEER

06/18/2019
No. 34048





5	08/18/19	REVISED PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
3	03/08/19	REVISED PER CLIENT COMMENTS
2	01/15/19	REVISED PER NEW TOWER HEIGHT
1	10/08/18	REVISED PER NEW RFD'S v1.00 (07/08/18)



- NOTES:**
- SECTOR ORIENTATION/ZIMUT/FL WILL VARY FROM REGION AND IS SITE SPECIFIC. REFER TO THE RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND FUNCTION OF EACH TOWER SECTOR FACE.
 - THE STANDARD IS BASED ON EIGHT COLORED TAPES-RED, BLUE, GREEN, CYAN, BROWN, WHITE, GREY, AND BLACK. (GREY) THESE TAPES SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE.
 - USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE".
 - ALL COLOR CODE TAPE SHALL BE 3M-3S AND SHALL BE INSTALLED USING A MINIMUM OF (3) WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
 - ALL COLOR BANDS INSTALLED AT THE TOWER TOP SHALL BE A MINIMUM OF 3" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACING BETWEEN EACH COLOR.
 - ALL COLOR BANDS INSTALLED AT OR NEAR THE GROUND SHALL BE A MINIMUM OF 3/4" WIDE.
 - ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.

**SEE SHEET C-4.21 FOR
700 MHz ANTENNA
SPACING REQUIREMENTS**

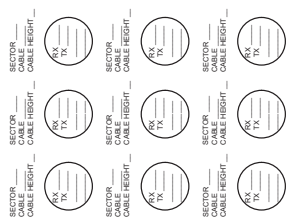
FIBER/DC CABLE MARKING LOCATIONS DIAGRAM

ALL RF CABLE SHALL BE MARKED PER CABLE MARKING LOCATIONS TABLE BELOW.

NO.	TAPE TAG	LOCATIONS	
		TOP-JUMPER/CABLES SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.	EACH MAIN COAX/CABLE TRUNK SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BITS OR TRANSMITTER BUILDING.
1.	X		
2.	X		
3.		X	
4.	X		
5.	*		*

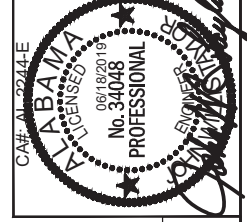
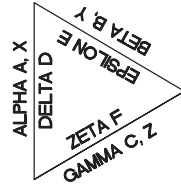
(* - DENOTED TAG OR TAP.)

**CABLE PORT DIAGRAM
CAUTION: HARMFUL RF ENERGY EXISTS ON THESE LINES**



NOTES:

- CONTRACTOR SHALL FILL OUT THE CABLE PORT DIAGRAM UPON COAX INSTALLATION. CABLE PORT DIAGRAM WILL BE AFFIXED TO THE INTERIOR ENCLOSURE NEAR THE CABLE ENTRY PORT TO AID IN CABLE IDENTIFICATION. THE CHART IS INTENDED TO BE USED TO RECORD THE LINE AND CORRESPONDING ANTENNA POSITION ON THE TOWER AT THE TIME OF INSTALLATION.
- ONE COMPLETED COPY PLUS TWO BLANK COPIES OF THE CHART SHOULD BE POSTED IN THE ENCLOSURE IN A PROTECTIVE SLEEVE.



TOWER PLAN VIEW

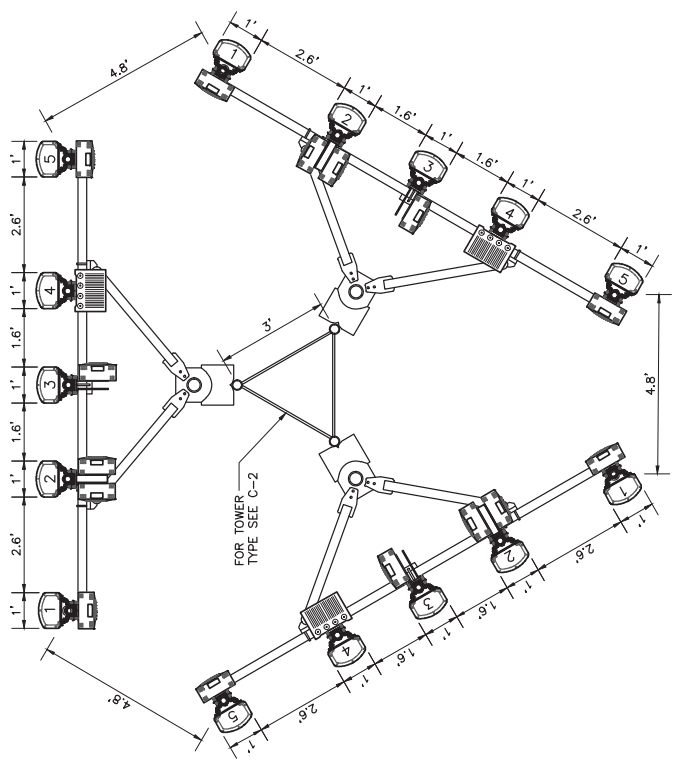
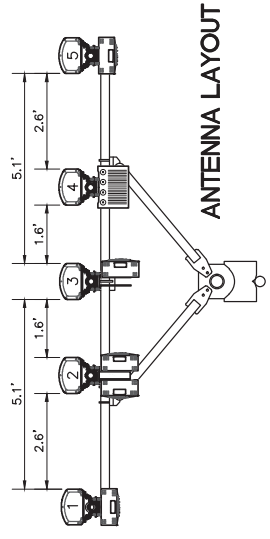
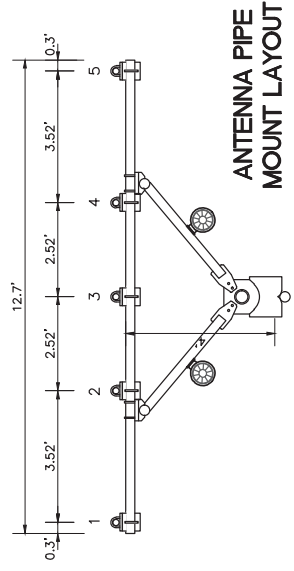
SYSTEM DETAILS AND DIAGRAMS PROVIDED BY AT&T

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW TOWER HEIGHT
2	01/15/19	REVISED PER CLIENT COMMENTS
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5	08/18/19	REVISED PER CLIENT COMMENTS

LIBERTY PARK SOUTH
 AT&T ANTENNA
 SPACING
 REQUIREMENTS

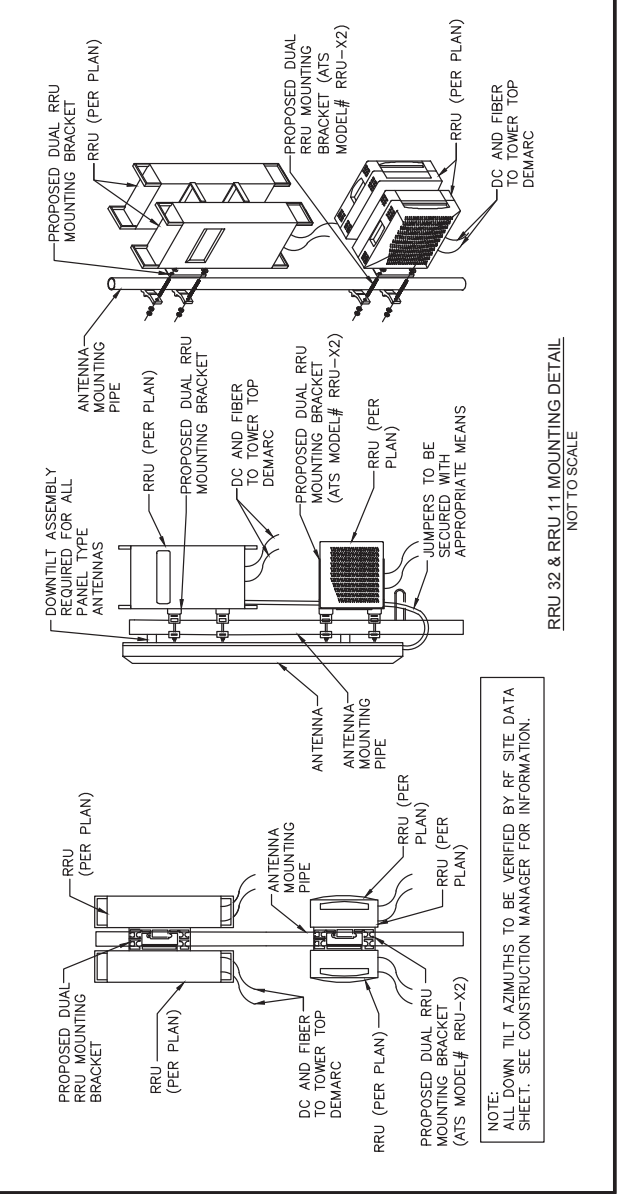
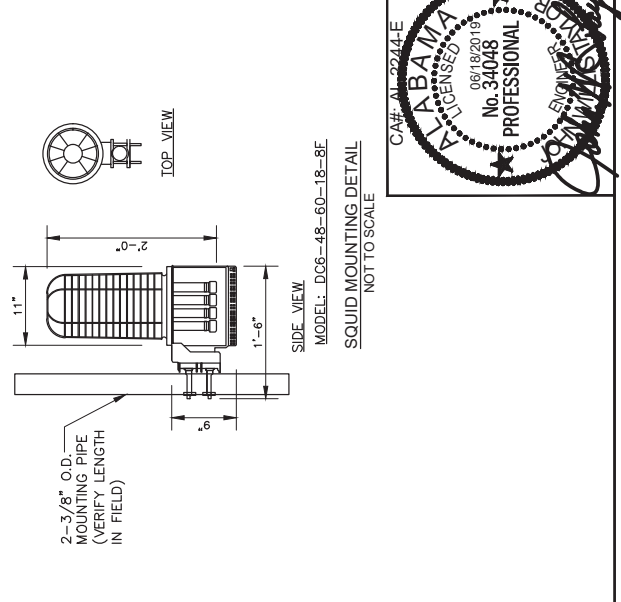
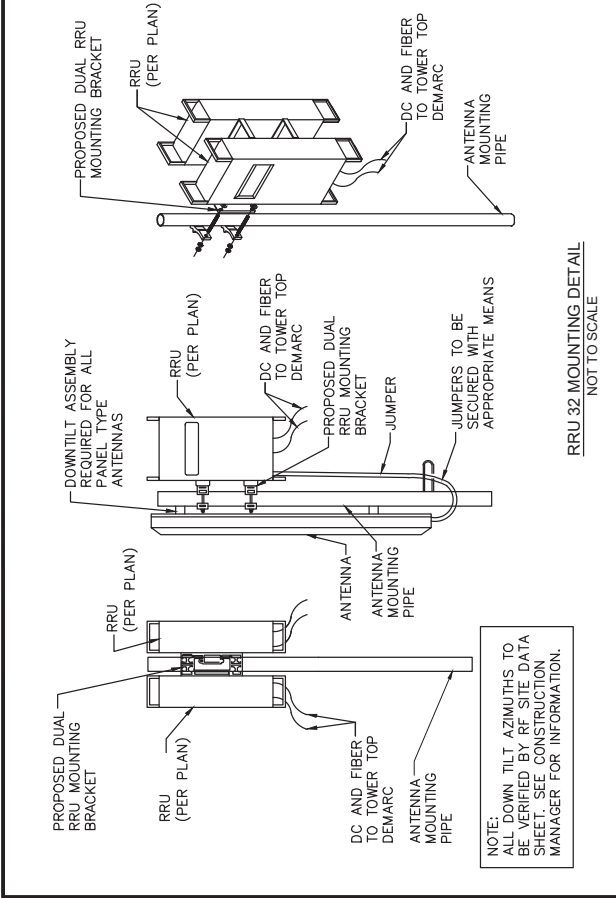
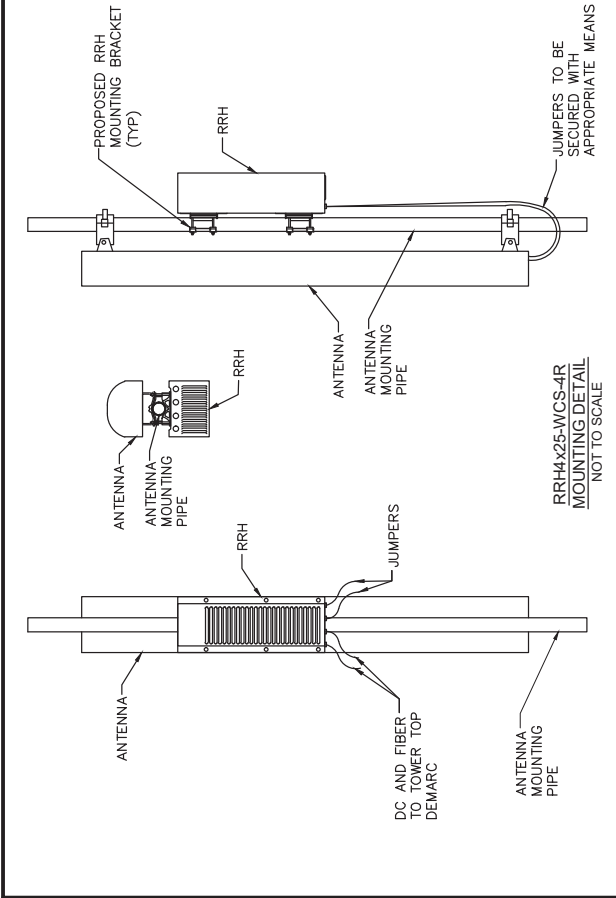
DESIGNED: JDS
 DRAWING: BLS
 CHECKED: JDS
 JOB #: 12778284

CA# AL 9244-E
 ALABAMA
 LICENSED
 06/18/2019
 No. 34048
 PROFESSIONAL
 ENGINEER

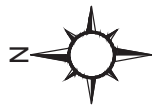


12' V BOOM SHOWN WITH 120°
 SEPARATION, 5 ANTENNAS &
 12" WIDE ANTENNAS

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5	08/18/19	REVISED PER CLIENT COMMENTS



NOTE:
ALL DOWN TILT AZIMUTHS TO BE VERIFIED BY RF SITE DATA SHEET. SEE CONSTRUCTION MANAGER FOR INFORMATION.



EXISTING TREES TO BE TRIMMED BACK BY BTS VENDOR TO LEASE AREA AND EASEMENT LINES

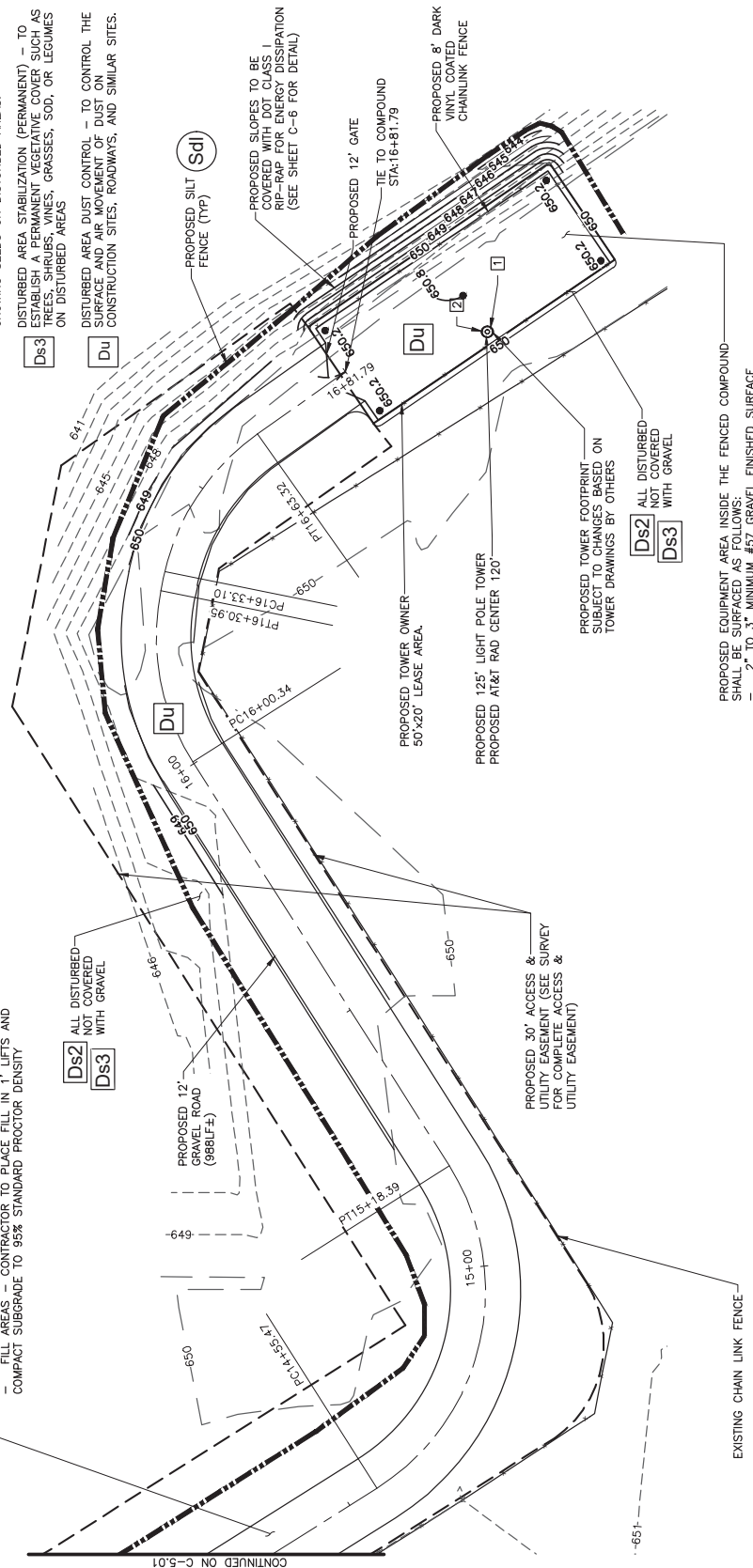
- (Co) CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE THE TRANSPORT OF MUD FROM THE CONSTRUCTION AREA ONTO PUBLIC RIGHT-OF-WAYS, STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.
- (Sdi) TYPE C SEDIMENT BARRIERS - TO PREVENT ANY SEDIMENT CARRIED ON SHEET PILING FROM LEAVING THE SITE & ENTERING NATURAL DRAINAGE AREAS OR STORM DRAINAGE SYSTEMS.
- (Ds2) DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDS ON DISTURBED AREAS.
- (Ds3) DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.
- (Du) DISTURBED AREA DUST CONTROL - TO CONTROL THE SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

PROPOSED ACCESS ROAD OUTSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:

- MIRAFI 500X (OR EQUIVALENT) GEOPAPERS
- 2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
- 3" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY
- FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

(Ds2) ALL DISTURBED NOT COVERED WITH GRAVEL
(Ds3)

CONTINUED ON C-5.01



PROPOSED EQUIPMENT AREA INSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:

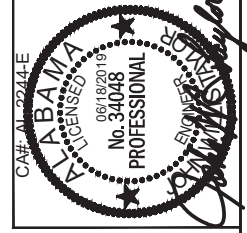
- 2" TO 3" MINIMUM #57 GRAVEL FINISHED SURFACE
- MIRAFI 500X (OR EQUIVALENT) GEOPAPERS
- 2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
- 3" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY
- FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

(Ds2) ALL DISTURBED NOT COVERED WITH GRAVEL
(Ds3)

SUBJECT PROPERTY IS LOCATED IN PANEL #01073006581G, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

- TOWER NOTES:
- 1 PROPOSED 125' LIGHT POLE TOWER
 - 2 PROPOSED AT&T RAD CENTER 120'
 - 3 PROPOSED TOWER FOOTPRINT SUBJECT TO CHANGES BASED ON TOWER DRAWINGS BY OTHERS

1 GRADING SITE PLAN
SCALE: 1"=20'



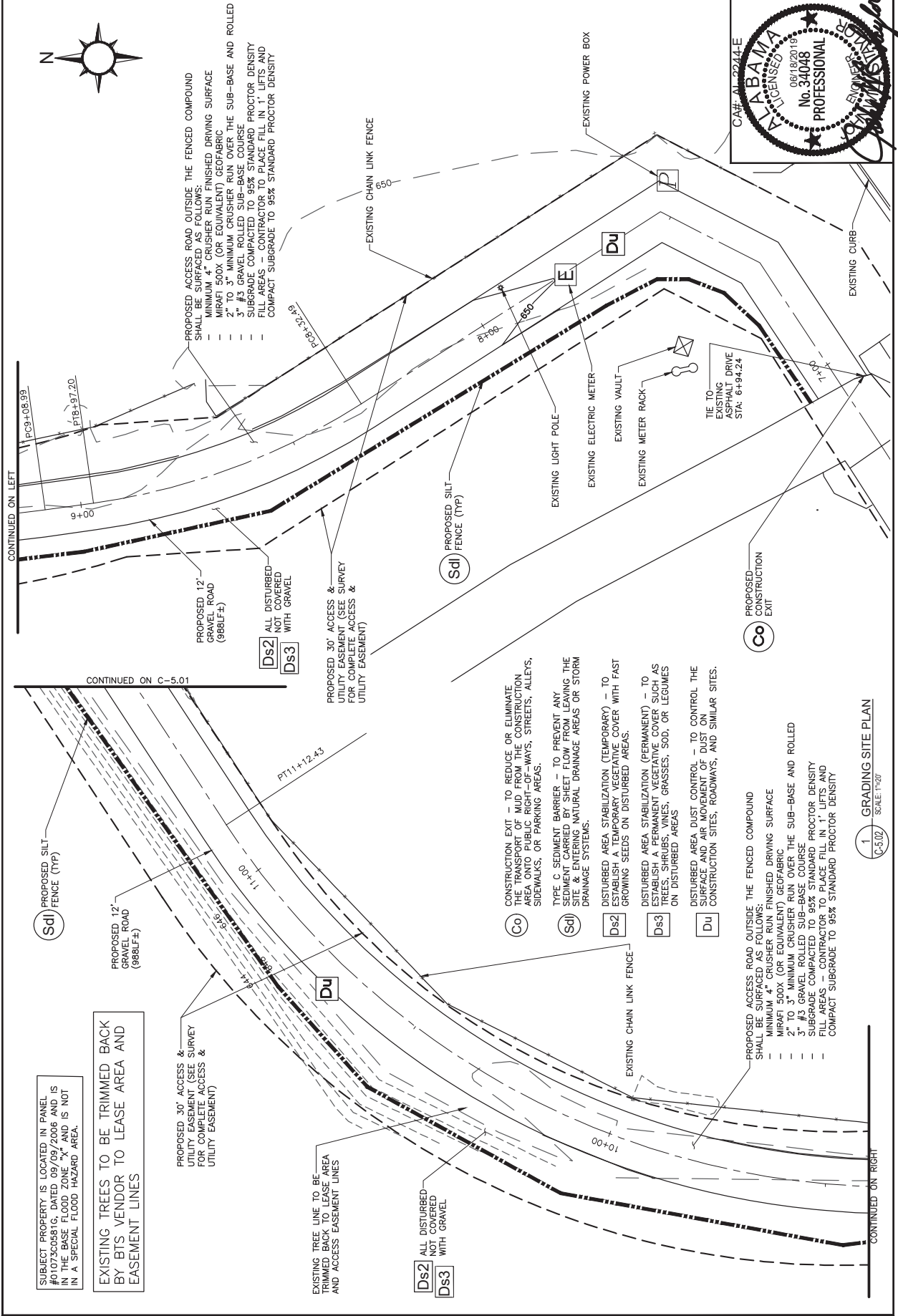
#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFP'S V1.00 (07/08/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
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4	06/17/19	ISSUED FOR PERMITTING
5	08/18/19	REVISED PER CLIENT COMMENTS



#	DATE	DESCRIPTION
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5	08/18/19	REVISED PER CLIENT COMMENTS

DESIGNED: JDC
 DRAWING: BLD
 CHECKED: JDC
 JOB #: 12778284

06/18/2019
 No. 34048
 PROFESSIONAL ENGINEER
 STATE OF ALABAMA
 CA# AL 9244-E



SUBJECT PROPERTY IS LOCATED IN PANEL #01073005816, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXISTING TREES TO BE TRIMMED BACK BY BTS VENDOR TO LEASE AREA AND EASEMENT LINES

PROPOSED 30' ACCESS & UTILITY EASEMENT (SEE SURVEY FOR COMPLETE ACCESS & UTILITY EASEMENT)

EXISTING TREE LINE TO BE TRIMMED BACK TO LEASE AREA AND ACCESS EASEMENT LINES

Ds2 ALL DISTURBED NOT COVERED WITH GRAVEL
 Ds3

- (Co) CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE THE TRANSFER OF MUD FROM THE CONSTRUCTION OF ROADS, SIDEWALKS, STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.
- (Sdl) TYPE C SEDIMENT BARRIER - TO PREVENT ANY SEDIMENT CARRIED BY SHEET FLOW FROM LEAVING THE SITE & ENTERING NATURAL DRAINAGE AREAS OR STORM DRAINAGE SYSTEMS.
- (Ds2) DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDS ON DISTURBED AREAS.
- (Ds3) DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.
- (Du) DISTURBED AREA DUST CONTROL - TO CONTROL THE SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

PROPOSED ACCESS ROAD OUTSIDE THE FENCED COMPOUND SHALL BE SURFACED AS FOLLOWS:
 - MINIMUM 4" CRUSHER RUN FINISHED DRIVING SURFACE
 - 2" TO 3" MINIMUM ROLLED SUB-BASE AND ROLLED
 - 3" #3 GRAVEL ROLLED SUB-BASE COURSE
 - SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY
 - FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

1 GRADING SITE PLAN
 C-5.02 SCALE: 1"=20'

CONTINUED ON LEFT

CONTINUED ON C-5.01

CONTINUED ON RIGHT

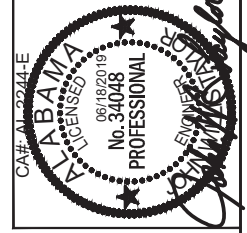


#	DATE	DESCRIPTION
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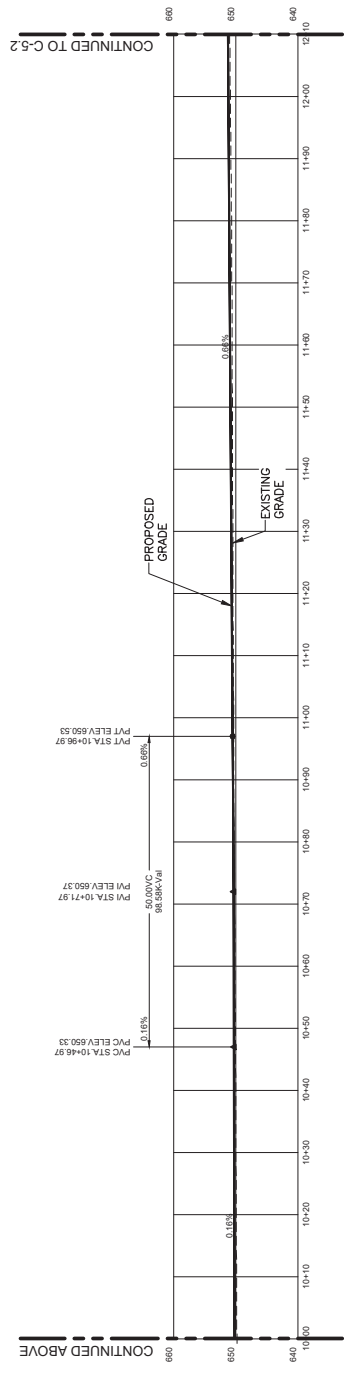
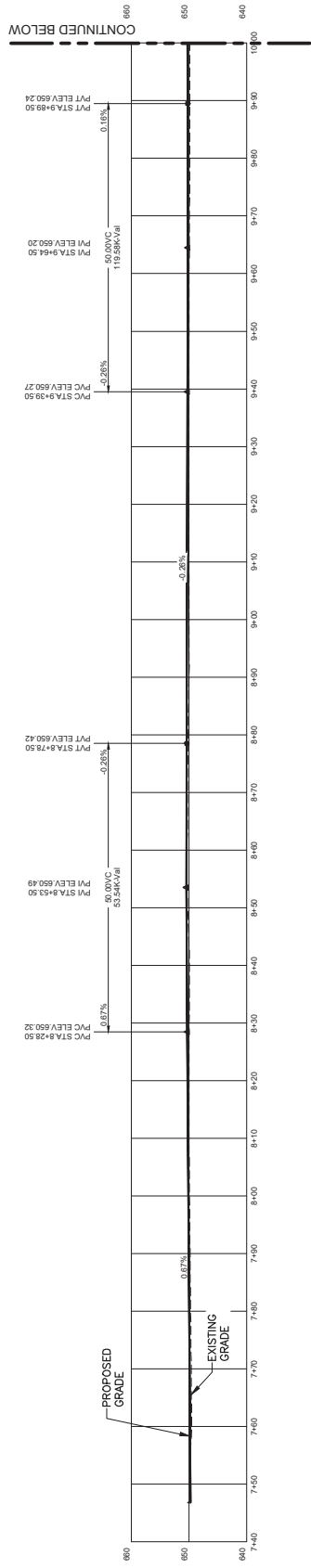
LIBERTY PARK SOUTH
ACCESS ROAD
PROFILE SHEET

DESIGNED: JDC
 DRAWN: JDC
 CHECKED: JDC
 JOB # 1277828

Exhibit A - Ordinance No. 2872



1 PROPOSED ACCESS ROAD PROFILE
 C-5.1 SCALE: 1"=20'



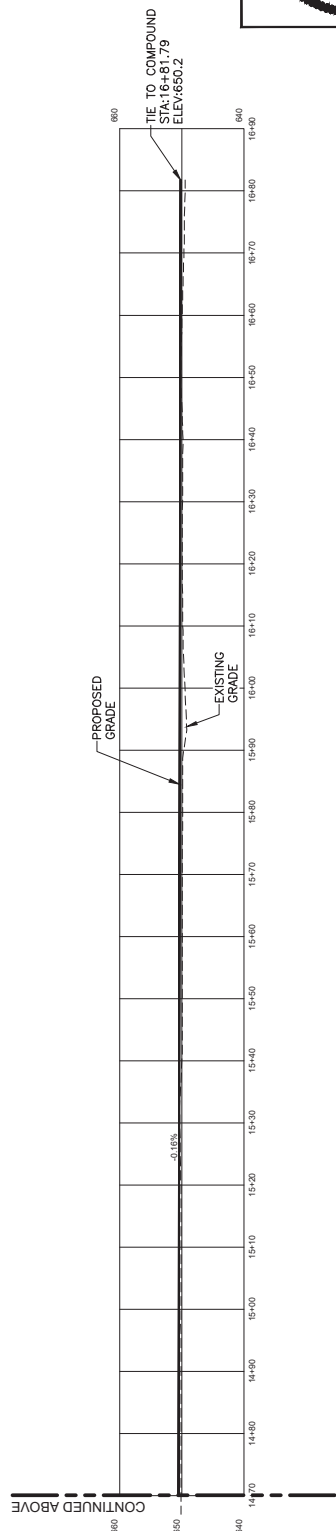
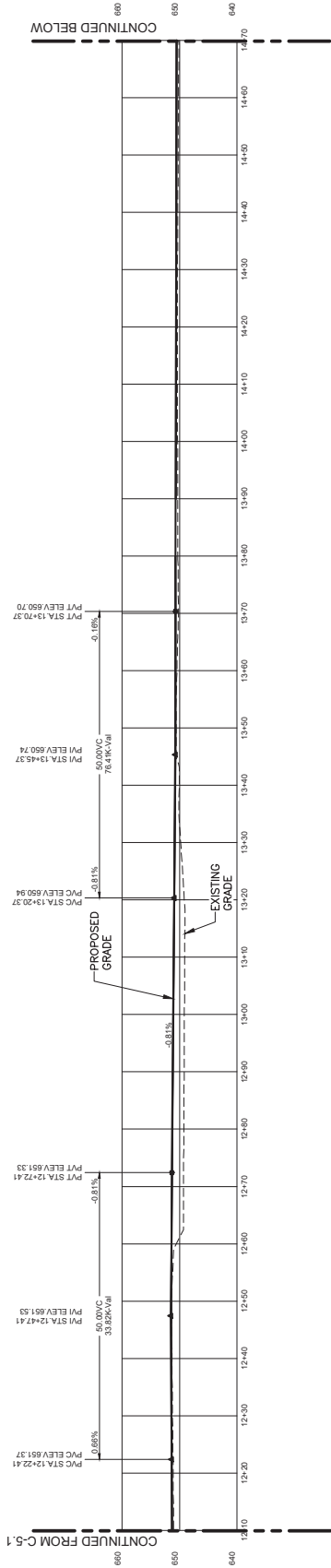
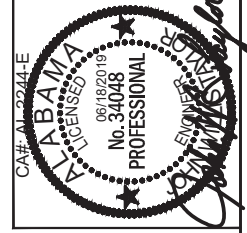


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LIBERTY PARK SOUTH
 ACCESS ROAD
 PROFILE SHEET

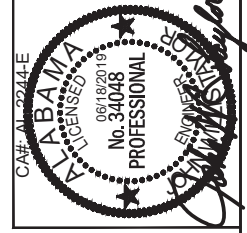
DESIGNED: JDC
 DRAWING: BJS
 CHECKED: JDN
 JOB # 1277828

Exhibit A - Ordinance No. 2019-072

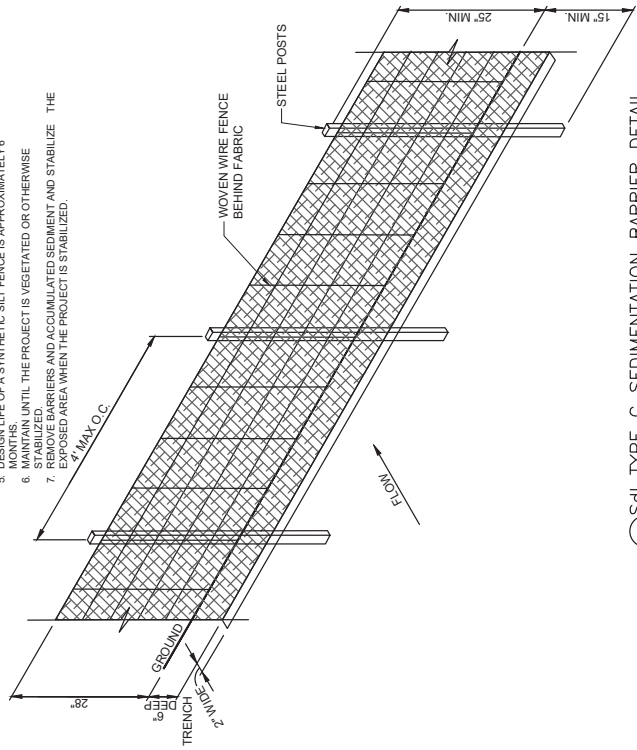


1 PROPOSED ACCESS ROAD PROFILE
 C-5.2 SCALE: 1"=20'

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S v1.00 (07/08/18)
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3	03/08/19	REVISED PER CLIENT COMMENTS
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5	08/18/19	REVISED PER CLIENT COMMENTS

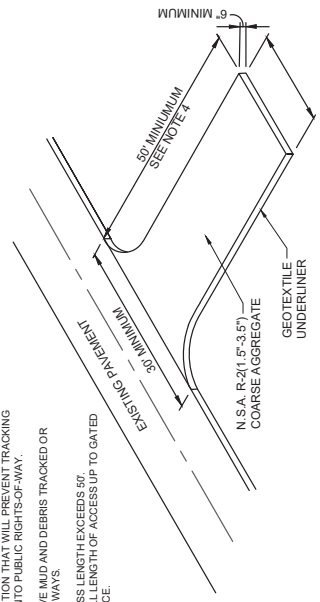


- MAINTENANCE:**
1. INSPECT BARRIERS AT THE END OF EACH WORKING DAY, OR AFTER EACH RAIN, AND REPAIR OR CLEAN AS NECESSARY.
 2. REMOVE SEDIMENT FROM BARRIER WHEN TWO-THIRDS FULL.
 3. REMOVE VEGETATION FROM BARRIER WHEN IT WILL NOT ENTER THE BARRIER AGAIN AND STABILIZE IT WITH VEGETATION.
 4. REPLACE FILTER FABRIC WHEN DETEIORATED.
 5. DESIGN LIFE OF A SYNTHETIC SILT FENCE IS APPROXIMATELY 6 MONTHS.
 6. MAINTAIN UNTIL THE PROJECT IS VEGETATED OR OTHERWISE STABILIZED.
 7. REMOVE BARRIERS AND ACCUMULATED SEDIMENT AND STABILIZE THE EXPOSED AREA WHEN THE PROJECT IS STABILIZED.

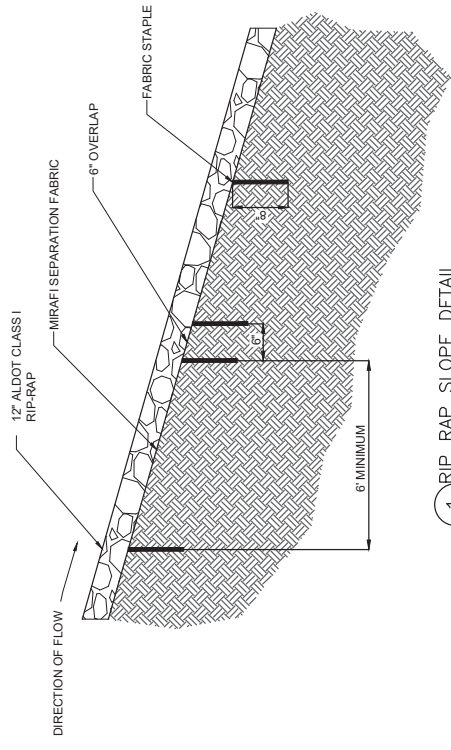


Sd TYPE C SEDIMENTATION BARRIER DETAIL
 NOT TO SCALE

- MAINTENANCE:**
1. PERIODICALLY DRESS WITH 1.5"-3.5" STONE.
 2. MAINTAIN IN A CONDITION THAT WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY.
 3. IMMEDIATELY REMOVE MUD AND DEBRIS TRACKED OR SPILLED ONTO ROADWAYS.
 4. 50" MINIMUM IF ACCESS LENGTH EXCEEDS 50'. OTHERWISE USE FULL LENGTH OF ACCESS UP TO GATED COMPOUND ENTRANCE.



Co CONSTRUCTION EXIT DETAIL
 NOT TO SCALE



1 RIP RAP SLOPE DETAIL
 NOT TO SCALE

- Co** CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE THE TRANSPORT OF MUD FROM THE CONSTRUCTION AREA ONTO PUBLIC RIGHT-OF-WAYS, STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.
- Sd1** TYPE C SEDIMENT BARRIER - TO PREVENT ANY SEDIMENT FROM BEING WASHED FROM THE CONSTRUCTION SITE & ENTERING NATURAL DRAINAGE AREAS OR STORM DRAINAGE SYSTEMS.
- Ds2** DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDS ON DISTURBED AREAS.
- Ds3** DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.
- Du** DISTURBED AREA DUST CONTROL - TO CONTROL THE SURFACE AREA OF EXPOSURE OF DUST FROM CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

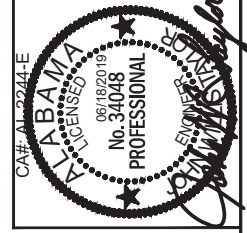


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LIBERTY PARK SOUTH
 GRADING, SEDIMENT & VEGETATION CONTROL
 A Vegetation Control and Erosion Control Plan
 No. 2872

DESIGNED: JDS
 DRAWING: BLS
 CHECKED: JDS
 JOB #: 1277828-4

C-7



PIEDMONT VEGETATIVE COVERS

CALENDAR MONTH	TEMPORARY SEED	APPLICATION RATE/ACRE	PERMANENT SEED	APPLICATION RATE/ACRE
1. CALENDAR	RYE GRASS	20--40 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA	8-10 LB. 30-40 LB.
2. FEBRUARY			UNHULLED BERMUDA FESCUE	8-10 LB. 30-50 LB.
3. MARCH	RYE ANNUAL LESPEDEZA WEeping LOVE GRASS	2-3 BU. 20-25 LB. 4-6 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
4. APRIL	RYE BROWN TOP MULLET ANNUAL LESPEDEZA SUDAN ANNUAL	2-3 BU. 30-40 LB. 20-25 LB. 35 LB.	WEeping LOVE GRASS HULLED BERMUDA BAWA	4-6 LB. 5-6 LB. 40-60 LB.
5. MAY	WEeping LOVE GRASS SUDAN GRASS BROWN TOP MULLET	4-6 LB. 35 LB. 30-40 LB.	WEeping LOVE GRASS HULLED BERMUDA BAWA	4-6 LB. 5-6 LB. 40-60 LB.
6. JUNE	WEeping LOVE GRASS SUDAN GRASS BROWN TOP MULLET	4-6 LB. 35 LB. 30-40 LB.	WEeping LOVE GRASS HULLED BERMUDA BAWA	4-6 LB. 5-6 LB. 40-60 LB.
7. JULY	WEeping LOVE GRASS SUDAN GRASS BROWN TOP MULLET	4-6 LB. 35 LB. 30-40 LB.	TALL FESCUE	30-50 LB.
8. AUGUST	RYE GRASS WEeping LOVE GRASS	4050 LB. 4-6 LB.	UNHULLED BERMUDA SERICEA LESPEDEZA	8-10 LB. 30-40 LB.
9. SEPTEMBER			FESCUE	30-50 LB.
10. OCTOBER	WHEAT	2-3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA	8-10 LB. 30-40 LB.
11. NOVEMBER	WHEAT	2-3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.
12. DECEMBER	RYE GRASS WHEAT	2-3 BU. 40-50 LB. 2-3 BU.	UNHULLED BERMUDA SERICEA LESPEDEZA FESCUE	8-10 LB. 30-40 LB. 30-50 LB.

- USE A MINIMUM OF 40 LBS. SCARIFIED SEED. THE REMAINING MAY BE USE UN SCARIFIED, CLEAN HULLED SEED
- USE EITHER COMMON SERIAL OR INTERSTATE SERICEA LESPEDEZA

Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

GENERAL

THIS VEGETATIVE PLAN WILL BE CARRIED OUT IN ROAD CUT AND FILL SLOPES, SHOULDERS, AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTION. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTINGS WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY AND BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING AND CONSTRUCTIONS, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATES. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIAL ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

HYDRAULIC SEEDING EQUIPMENT WHEN HYDRAULIC SEEDING AND FERTILIZING ARE REQUIRED. THE FERTILIZER, SEED AND WOOD CELLULOSE FIBER MULCH WILL BE MIXED WITH WATER AND SUPPLIED IN A SLURRY. ALL SLURRY INGREDIENTS MUST BE COMBINED TO FORM A HOMOGENEOUS MIXTURE, AND SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER MIXTURE IS MADE. STRAW OR HAY MULCH AND ASPHALT EMULSION WILL BE APPLIED WITH BLOWER-TYPE MULCH SPREADING EQUIPMENT WITHIN 24 HOURS AFTER SEEDING. THE MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 2% OF THE GROUND SURFACE EXPOSED. THE PER ACRE APPLICATION RATES ARE AS FOLLOWS:

A. SEEDING WITH MULCH: (HYDRAULIC SEEDING EQUIPMENT ON SLOPES 3:1 AND STEEPER)

SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
SERICIA LESPEDEZA, SCARIFIED	60 LBS	3/1-6/15
WEeping LOVE GRASS, OR COMMON BERMUDA, HULLED	4 LBS.	
FESCUE	40 LBS.	4/1-10/31
SERICIA LESPEDEZA, UNCERTIFIED	60 LBS.	
FESCUE LESPEDEZA, UNCERTIFIED	40 LBS.	11/1-12/28
RYE	75 LBS.	
HAY MULCH FOR TEMPORARY COVER	5000 LBS.	6/15-8/31

B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL
 FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS/ACRE

C. SECOND YEAR TREATMENT:
 FERTILIZER (0-20-20 OR EQUIVALENT) 500 LBS/ACRE

Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)

GENERAL

THIS VEGETATIVE PLAN WILL BE CARRIED OUT IN ROAD CUT AND FILL SLOPES, SHOULDERS AND OTHER CRITICAL AREAS CREATED BY CONSTRUCTIONS. SEEDING WILL BE DONE AS SOON AS CONSTRUCTION IN AN AREA IS COMPLETED. PLANTINGS WILL BE MADE TO CONTROL EROSION, TO REDUCE DAMAGE FROM SEDIMENT AND RUNOFF TO DOWNSTREAM AREAS AND TO IMPROVE THE SAFETY & BEAUTY OF THE DEVELOPMENT AREA.

SOIL CONDITIONS

DUE TO GRADING & CONSTRUCTION, THE AREAS TO BE TREATED ARE MAINLY SUBSOIL AND SUBSTRATES. FERTILITY IS LOW AND THE PHYSICAL CHARACTERISTICS OF THE EXPOSED MATERIALS ARE UNFAVORABLE TO ALL BUT THE MOST HARDY PLANTS.

TREATMENT SPECIFICATIONS

CONVENTIONAL SEEDING EQUIP GRADE, SHAPE AND SMOOTH WHERE NEEDED TO PREPARE THE SEEDING AREA. THE FERTILIZER, SEED AND WOOD CELLULOSE FIBER MULCH WILL BE MIXED WITH WATER AND SUPPLIED IN A SLURRY. ALL SLURRY INGREDIENTS MUST BE COMBINED TO FORM A HOMOGENEOUS MIXTURE, AND SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDING PREPARATION. A SEEDBED WILL BE PREPARED BY SCARIFYING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDBED MUST BE WELL PULVERIZED, SMOOTHED, AND FIRMED. SEEDING WILL BE DONE WITH A CULTIPACKER-SEEDER, ROTARY SEEDER, OR OTHER MECHANICAL SEEDING EQUIPMENT. SEED WILL BE DISTRIBUTED UNIFORMLY ABOUT 2% OF THE GROUND SURFACE EXPOSED. MULCH WILL BE SPREAD BY EITHER BLOWER-TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AFTER IT WAS SPREAD. A DISK HARROW WITH THE DISK SET STRAIGHT OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL. THE PER ACRE APPLICATION ARE AS FOLLOWS:

A. SEEDING WITH MULCH: (CONVENTIONAL SEEDING EQUIPMENT ON SLOPES LESS THAN 3:1)

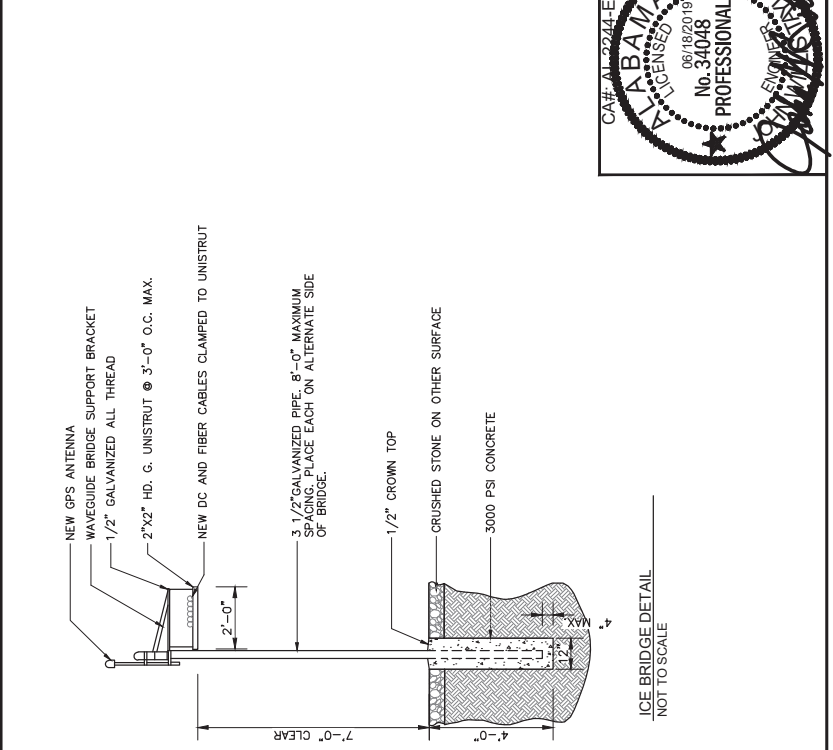
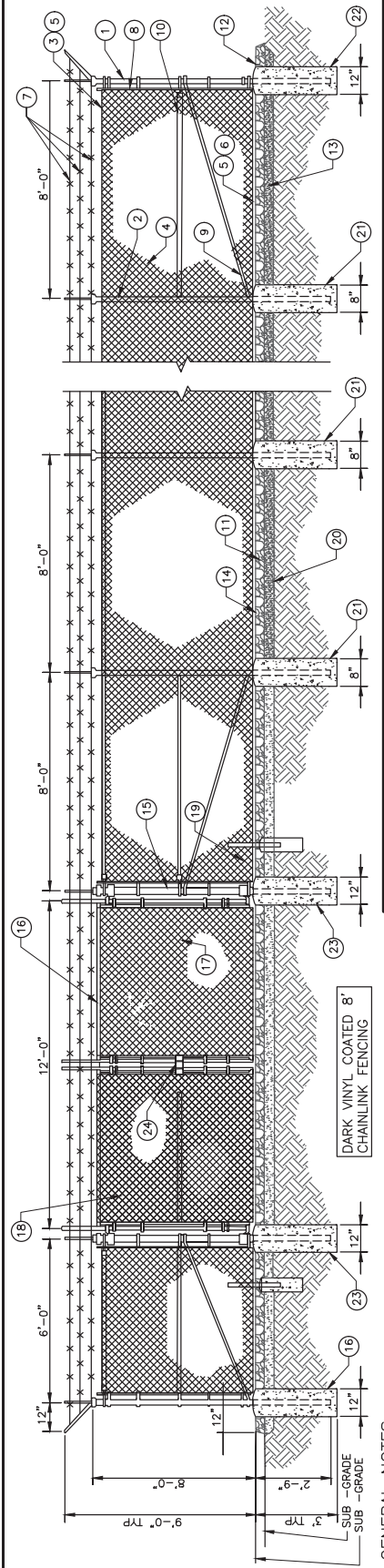
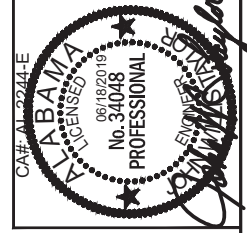
SEED SPECIES	APPLICATION RATE/ACRE	PLANTING DATES
HULLED COMMON BERMUDA GRASS	10 LBS	3/1-6/15
FESCUE	50 LBS	9/1-10/31
RYEGRASS	50 LBS	11/1-2/28
HAY MULCH FOR TEMPORARY COVER	5000 LBS	6/15-8/31

B. TOP DRESSING: APPLY WHEN PLANTS ARE 2 TO 4 INCHES TALL
 FERTILIZER (AMMONIUM NITRATE 33.5%) 300 LBS/ACRE

C. SECOND YEAR TREATMENT:
 FERTILIZER (0-20-20 OR EQUIVALENT) 800 LBS/ACRE

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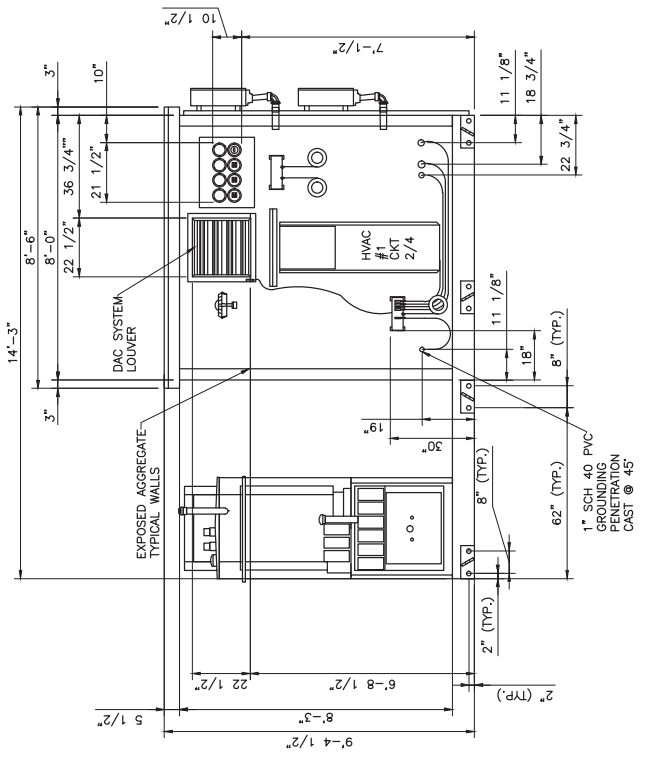
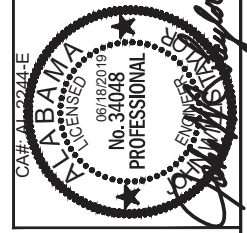
DESIGNED: JDC	BLDG. CODE: 10
DRAWN: JDC	CREATED: JDC
JOB #: 1277828	



- GENERAL NOTES:**
- INSTALL FENCING PER ASTM F-567
 - INSTALL SWING GATES PER ASTM-900
 - LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED
 - POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (HOT DIP ASTM A132 GRADE "M" STEEL). ALL GATE FRAMES SHALL BE WELDED, ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL)
 - ALL OPEN POSTS SHALL HAVE END-CAPS
 - USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS
 - ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC
 - USE COMMERCIAL GRADE MATERIALS ONLY
- REFERENCE NOTES:**
- CORNER END OR PULL POST: 3" NOMINAL SCHEDULE 40 PIPE.
 - 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK
 - 4" COMPACTED 95% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
 - FINISH GRADE SHALL BE UNIFORM AND LEVEL
 - GATE POST: 4" SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 7 FEET OR 4 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083
 - GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083
 - GATE FRAME: 1 5/8" PIPE, PER ASTM-F1083
 - GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE
 - DUCK BILL OPEN GATE HOLDER, VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION
 - GEOMETRIES FABRIC
 - LINE POST: CONCRETE FOUNDATION (2000 PSI)
 - CORNER POST: CONCRETE FOUNDATION (2000 PSI)
 - GATE POST: CONCRETE FOUNDATION (2000 PSI)
 - STYMIE LOCK OR EQUIVALENT

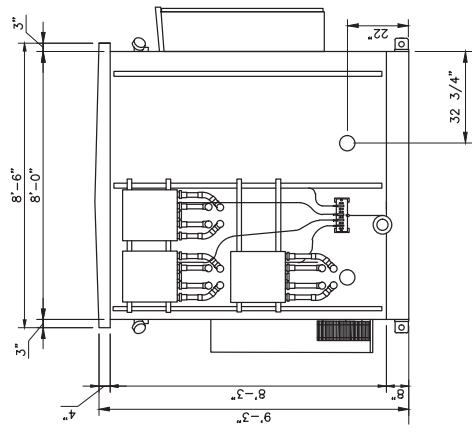
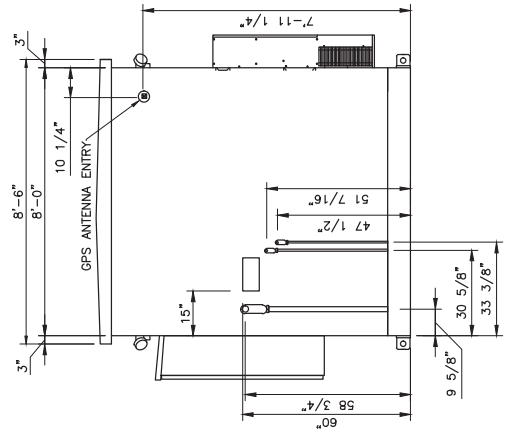
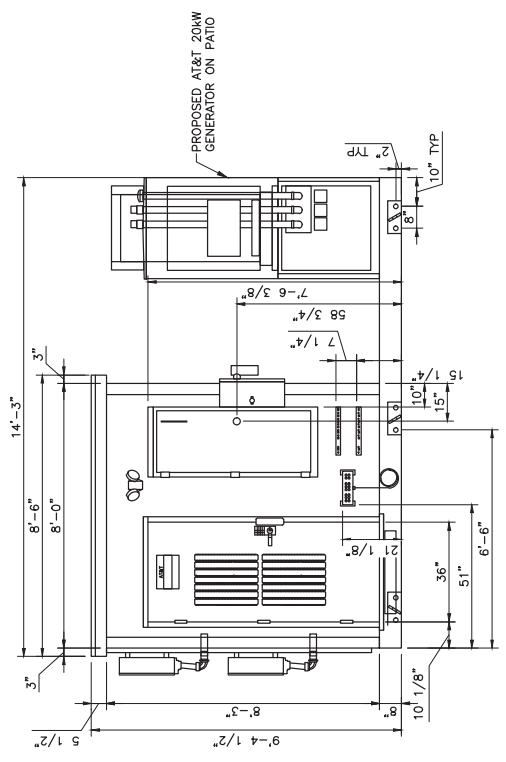
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DESIGNED: JDS
DRAWN: BLS
CHECKED: JDS
JOB #: 1277828



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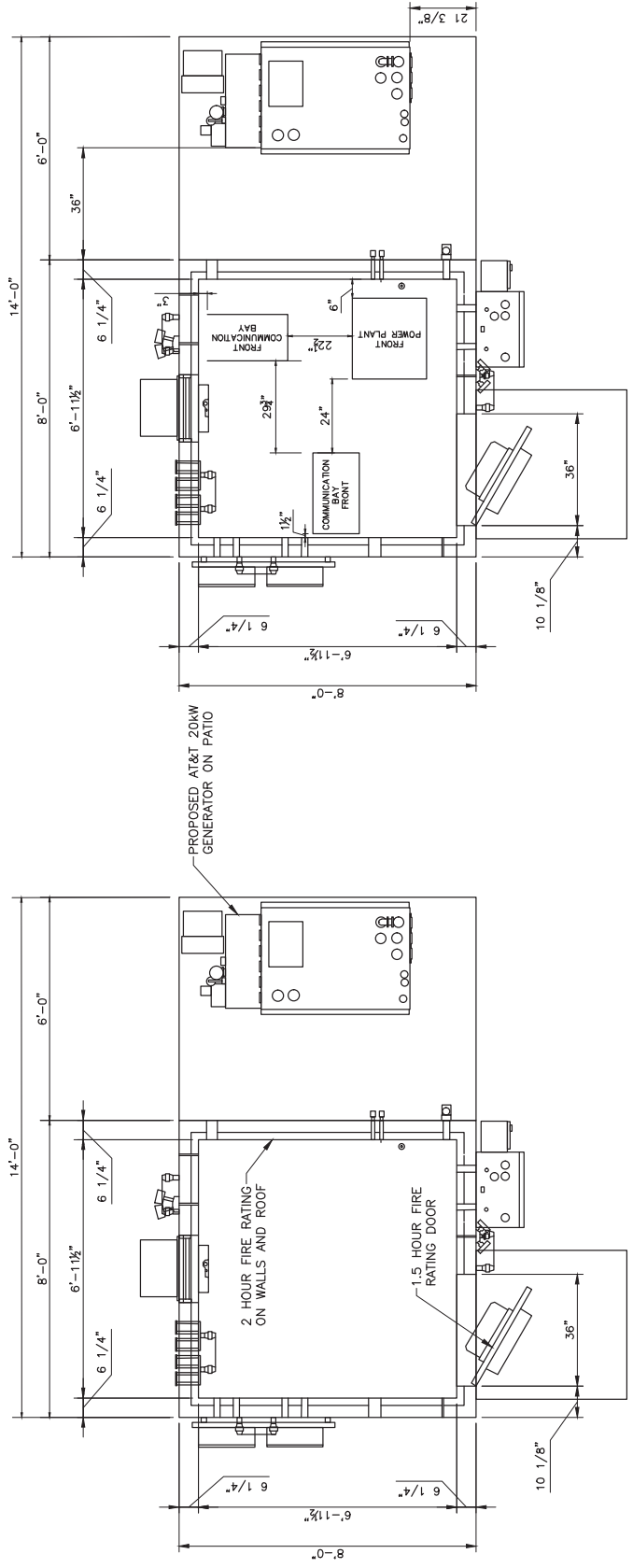
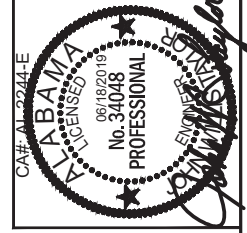
- 1) PLANS, SECTIONS AND DETAILS SHOWN ON THIS DRAWING REPRESENT CARRIER SUPPLIED REQUIREMENTS.
- 2) SAW ENGINEERING HAS INCORPORATED SHELTER DRAWINGS AND REQUIREMENTS FOR CONTRACTOR INFORMATION ONLY.
- 3) UPON SELECTION OF VENDOR, CERTIFIED SHOP DRAWINGS SHALL BE SUPPLIED FOR REVIEW AND APPROVAL.





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EQUIPMENT LAYOUT PLAN

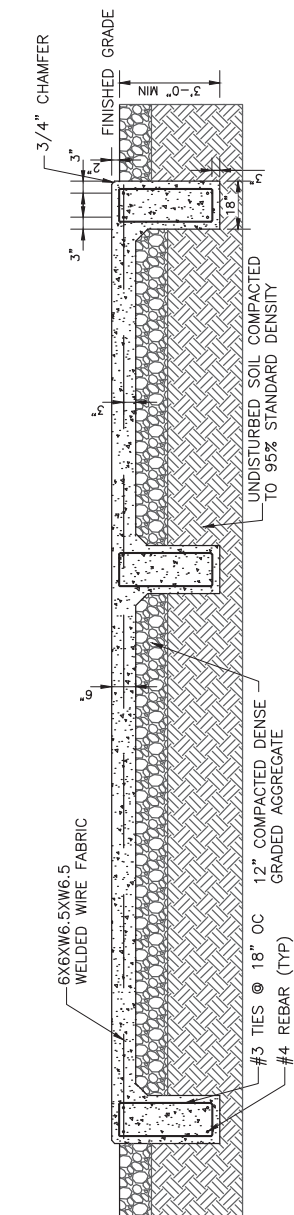
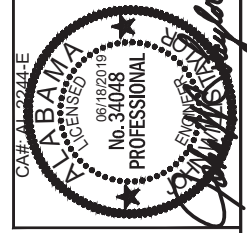
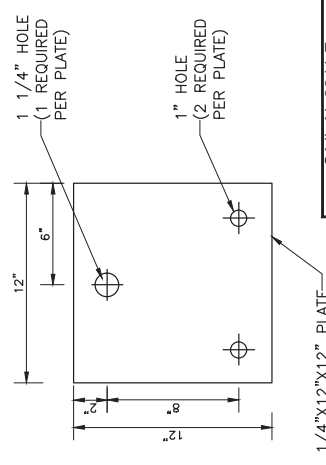
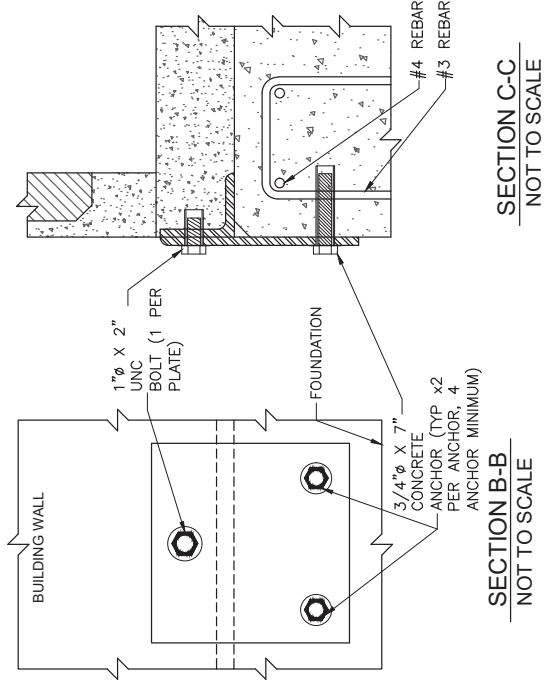
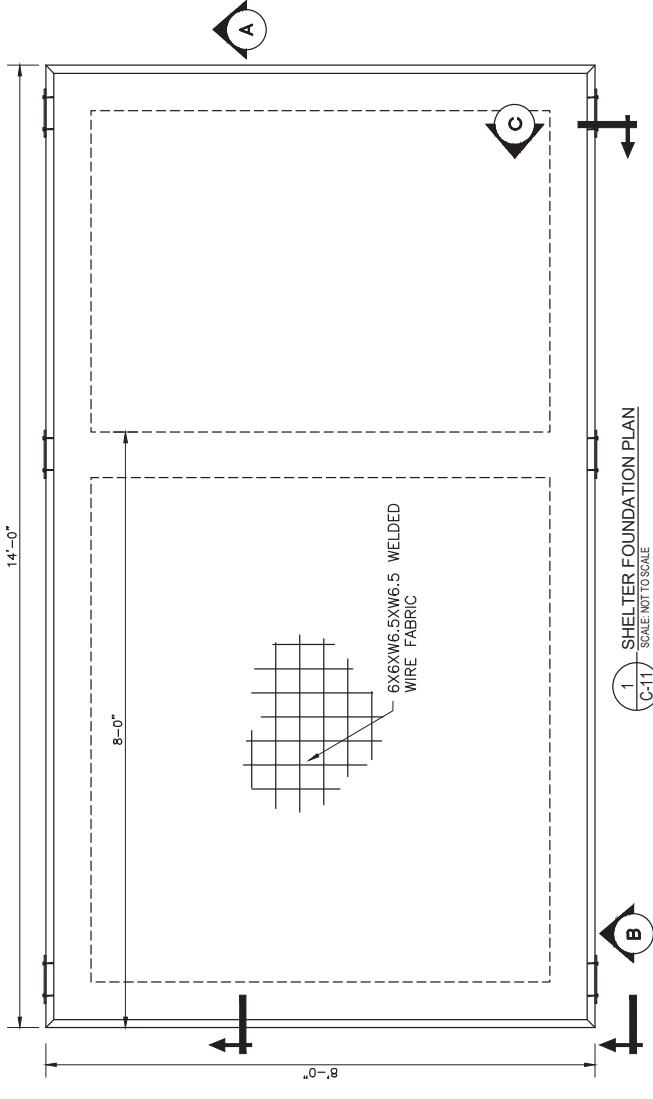
- NOTES:
- 1) PLANS, SECTIONS AND DETAILS SHOWN ON THIS DRAWING REPRESENT CARRIER SUPPLIED STANDARD SHELTER DRAWINGS AND REQUIREMENTS.
 - 2) SMW ENGINEERING HAS INCORPORATED SHELTER DRAWINGS AND REQUIREMENTS FOR CONTRACTOR INFORMATION ONLY.
 - 3) UPON SELECTION OF VENDOR, CERTIFIED SHOP DRAWINGS SHALL BE SUPPLIED FOR REVIEW AND APPROVAL.

FLOOR PLAN
 64.00 SQ. FT. EXTERIOR BUILDING AREA
 48.42 SQ. FT. INTERIOR BUILDING AREA
 48.08 SQ. FT. PATIO AREA
 112.19 SQ. FT. TOTAL AREA

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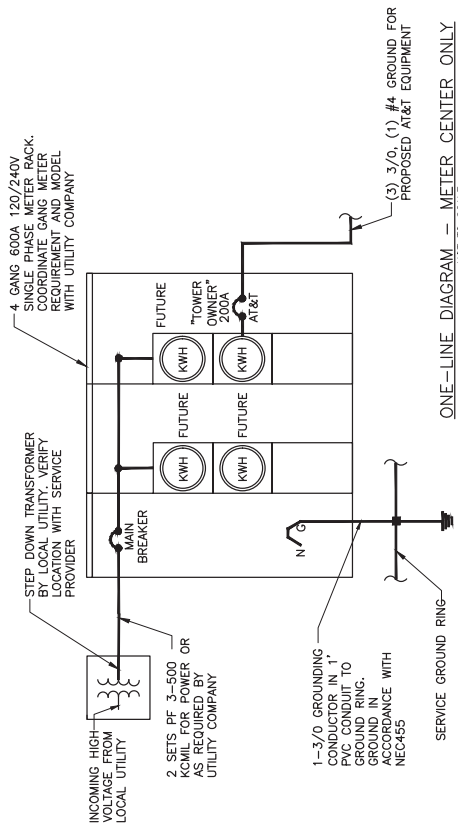
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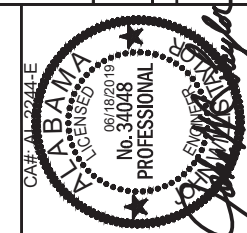
- NOTES:
1. SLAB TO BE LEVEL $\pm 1/4"$.
 2. FOOTING TO EXTEND A MINIMUM OF 24" BELOW UNDISTURBED SOIL OR 6" BELOW FROST LINE.
 3. FINAL SITE DESIGN IS THE RESPONSIBILITY OF THE SITE CONTRACTOR.
 4. CONTRACTOR SHALL VERIFY DESIGN WITH ACTUAL SITE CONDITIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
 5. SLAB FOUNDATION DESIGNED ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
 6. SLAB FOUNDATION DESIGNED ASSUMING MAXIMUM SOIL PLASTICITY INDEX OF 27.
 7. CONCRETE STRENGTH SHALL BE A MINIMUM OF 3000 PSI.
 8. CONTRACTOR SHALL VERIFY DIMENSIONS AND BOLT LAYOUT WITH SELECTED SHELTER.

ELECTRICAL INSTALLATION NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELLORDIA
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELLORDIA.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOTS), GROUNDING, AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL), THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR CAPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND NUTS BUSHINGS AND BETS (OR EQUAL). LUGS AND WRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A, AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.
28. THE SUBCONTRACTOR SHALL LABEL THE METER BASE PER LOCAL UTILITY REQUIREMENTS.



ONE-LINE DIAGRAM - METER CENTER ONLY
NOT TO SCALE

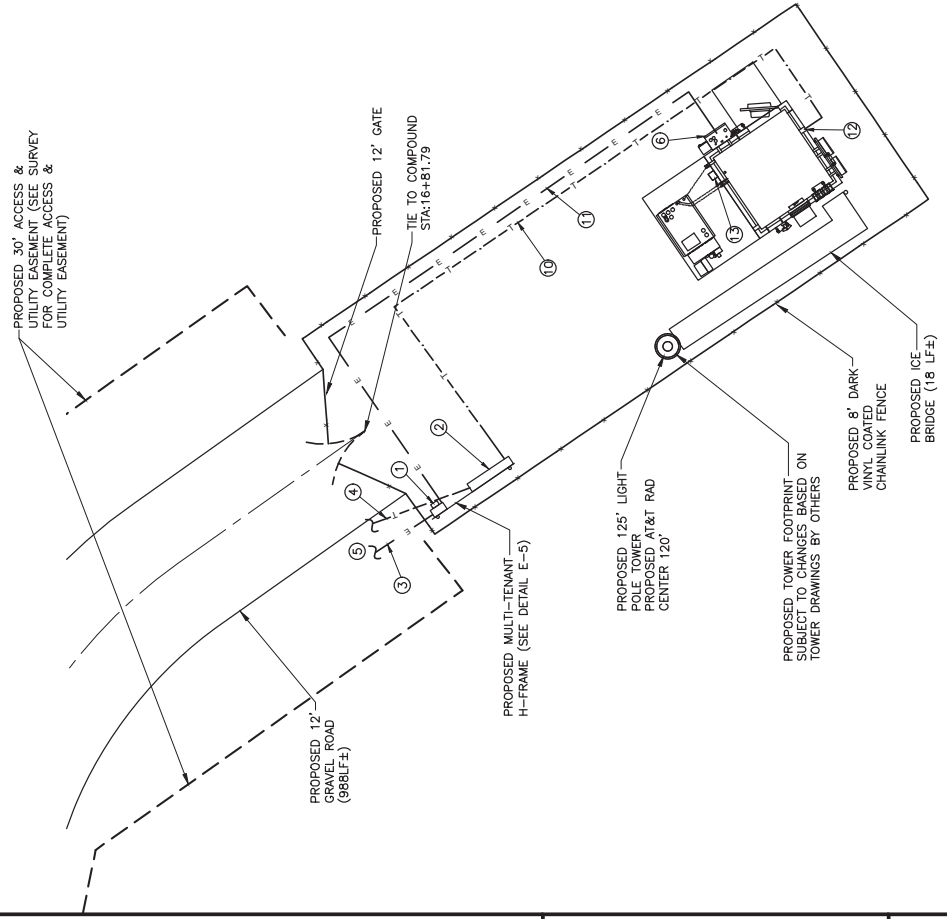
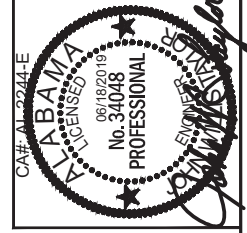


LIBERTY PARK SOUTH
ELECTRICAL SPECS & ONE-LINE DIAGRAM
Exhibit A - Ordinance No. 2872
DESIGNED: JDC
DRAWING: BLS
CHECKED: JDC
JOB #: 1277828
E-1

#	DATE	DESCRIPTION
1	10/08/18	REVISED PER NEW RFD'S v1.00 (07/06/18)
2	01/15/19	REVISED PER NEW TOWER HEIGHT
3	03/06/19	REVISED PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
5	08/18/19	REVISED PER CLIENT COMMENTS

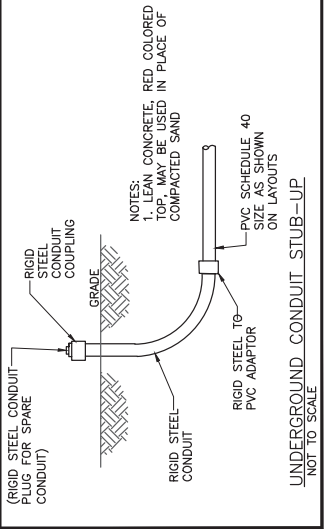
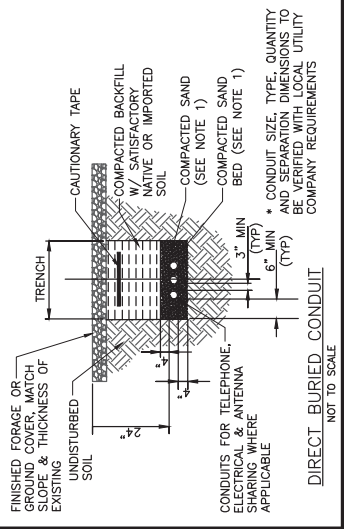
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4	06/17/19	ISSUED FOR PERMITTING
5	06/18/19	REVISED PER CLIENT COMMENTS

DESIGNED: JDS	DATE: 06/18/2019
DRAWN: BLS	
CHECKED: JDS	
JOB #: 1277828	



1 UTILITY SITE PLAN
E-2 SCALE: 1" = 10'

- ELECTRICAL KEY NOTES**
- PROPOSED 4 GANG METER PANEL. SEE SHEET E-5 FORMOUNTING DETAILS. SEE SHEET E-1 FOR ELECTRICAL ONE-LINE DIAGRAM ELECTRICAL KEY NOTES
 - PROPOSED 48"x48"x12" TELCO CABINET. SEE E-5 FOR MOUNTING DETAILS
 - PROPOSED (2) 3" PVC CONDUIT FOR POWER SERVICE
 - PROPOSED (1) 4" PVC CONDUIT W/ INNERDUCTS FOR TELCO SERVICE
 - PROPOSED SERVICE TO BE COORDINATED WITH UTILITY PROVIDER FOR FINAL CONNECTION TO EXISTING UTILITIES
 - PROPOSED ELECTRICAL LOAD CENTER
 - NOT USED
 - NOT USED
 - NOT USED
 - PROPOSED TRENCH FOR NEW U/G TELCO SERVICES (70'±) (1) 4" PVC W/ (3) 1"-1/4" INNERDUCTS AND MULE TAPE FROM NEW COMMUNITY UTILITIES RACK TO NEW AT&T EQUIPMENT CABINET.
 - PROPOSED TRENCH FOR NEW U/G ELECTRICAL SERVICE (70'±) (1) 2" PVC FROM NEW COMMUNITY UTILITIES RACK TO NEW AT&T EQUIPMENT CABINET.
 - PROPOSED TELCO ACCESS
 - PROPOSED 200A 16 POSITION PANEL BOARD W/ 200A MCB. CONTRACTOR PROVIDED & INSTALL. FINAL LOCATION TO BE DETERMINED.





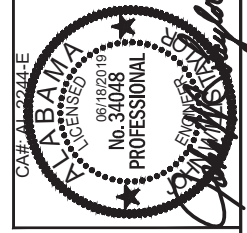
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3	03/08/19	REVISIONS PER CLIENT COMMENTS
4	06/17/19	ISSUED FOR PERMITTING
5	06/18/19	REVISIONS PER CLIENT COMMENTS

LIBERTY PARK SOUTH
OVERALL UTILITY
SITE PLAN

Exhibit A - Ordinance No. 2872

DESIGNED: JDS
DRAWN: BLS
CHECKED: JDS
JOB #: 1277828

E-2.1



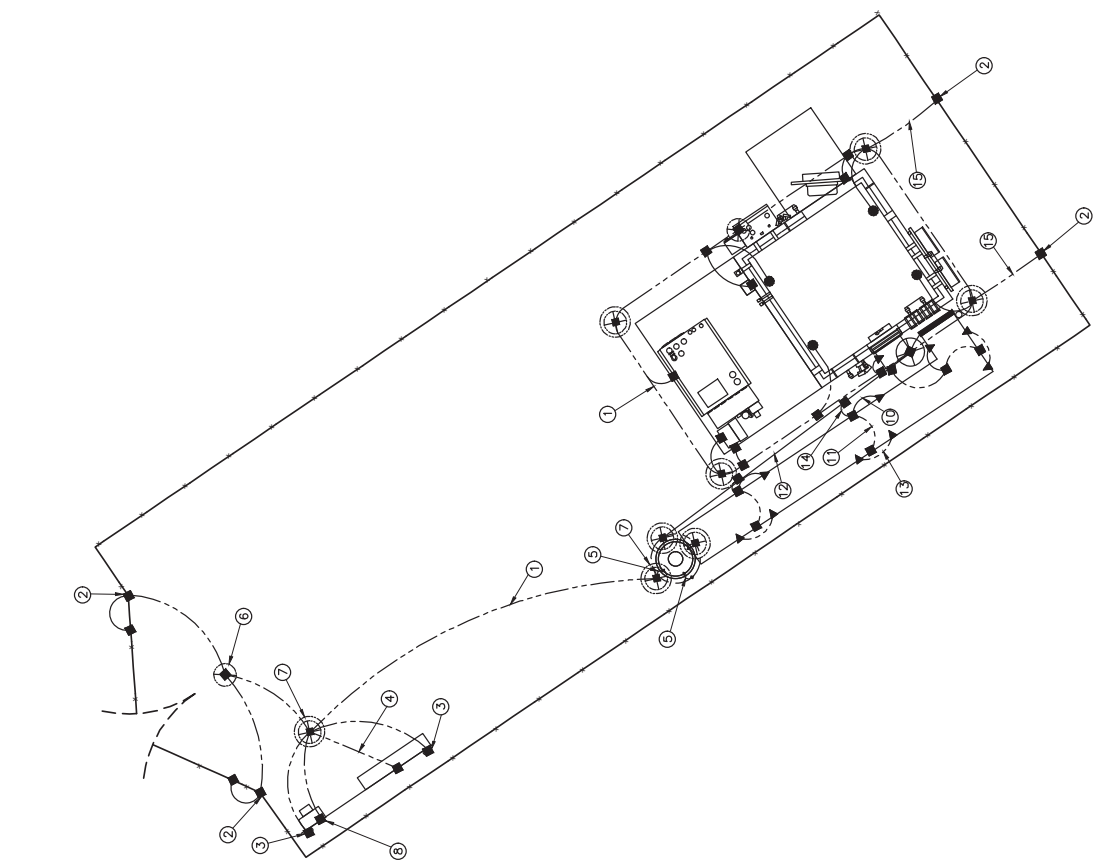
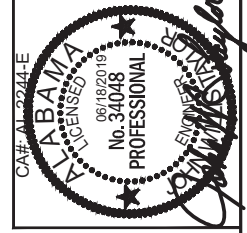
TELCO REDLINES TO BE
PROVIDED AT LATER DATE

#	DATE	DESCRIPTION
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5	08/18/19	REVISED PER CLIENT COMMENTS

LIBERTY PARK SOUTH
GROUNDING
SITE PLAN

DESIGNED: JDS
DRAWN: BLS
CHECKED: JDS
JOB # 1277828

Exhibit A - Ordinance No. 2872
E-3

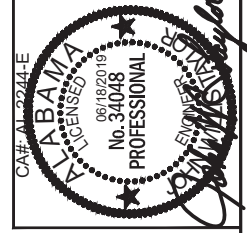


- ① #2 AWG BARE TINNED SOLID COPPER GROUND RING BURIED 30" BELOW GRADE (TYP)
- ② BOND FENCE & GATE POSTS TO GROUND RING WITH CADWELD CONNECTION (TYP)
- ③ BOND ALL H-FRAME POSTS TO GROUND RING
- ④ BOND TELCO BUSS BAR TO GROUND RING
- ⑤ BOND TOWER BASE PLATE AT EACH LEG TO TOWER GROUND RING PER TOWER OWNER SPECIFICATIONS
- ⑥ PROPOSED GROUND ROD (TYP)
- ⑦ PROPOSED GROUND ROD WITH INSPECTION WELL
- ⑧ 1-#3/0 GROUNDING TO CONDUCTOR IN 1" PVC CONDUIT TO GROUND RING
- ⑨ BOND TOWER LIGHTING CONTROLLER TO GROUND RING PER THE MANUFACTURERS SPECIFICATIONS
- ⑩ #2 AWG GREEN INSULATED JUMPER FROM ICE BRIDGE POST TO GRIPSTRUT
- ⑪ ICE BRIDGE GROUND (POST TO POST)
- ⑫ #2 AWG COPPER GROUND WIRE TO TOWER GROUND RING (TYP x2)
- ⑬ #2 AWG GREEN INSULATED JUMPER AT ICE BRIDGE SPLICES
- ⑭ #2 AWG TINNED COPPER WIRE GROUND FROM ICE BRIDGE POST TO CLOSEST GROUND RING (TYP)
- ⑮ #2 AWG GROUND FENCE POST TO SHELTER OR GENERATOR GROUND RING (TYP)

1 GROUNDING SITE PLAN
E-3 SCALE: 1"=10'

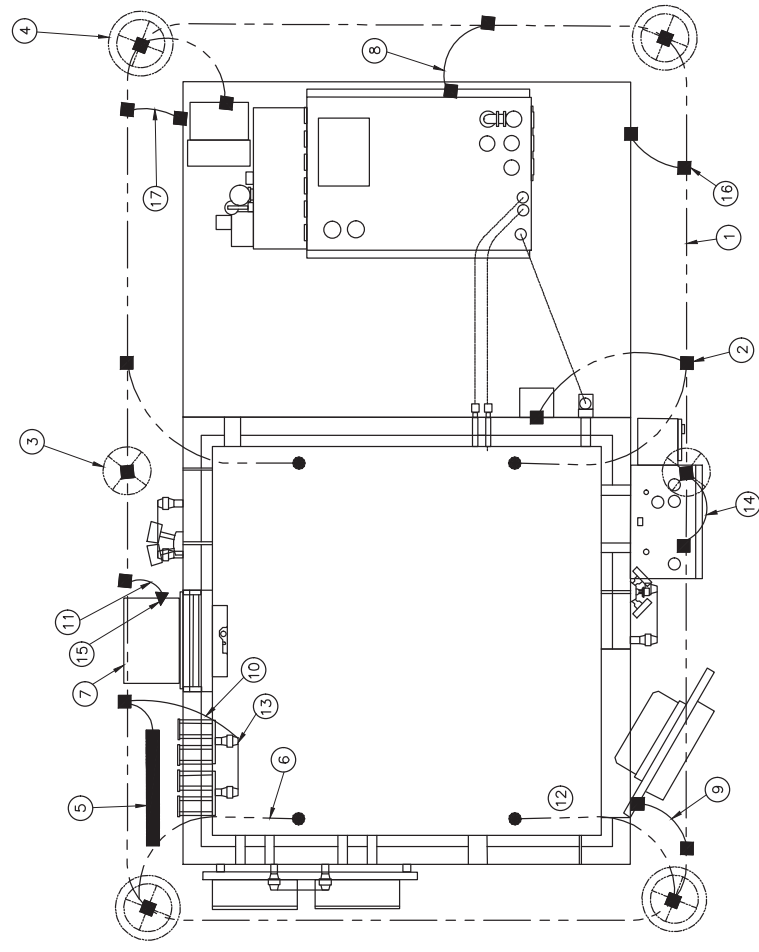
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5	08/18/19	REVISED PER CLIENT COMMENTS

DESIGNED:	JDS
DRAWN:	BLD
CHECKED:	JDM
JOB #:	11277828



LEGEND:

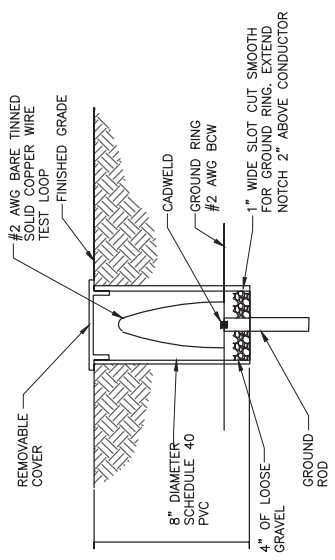
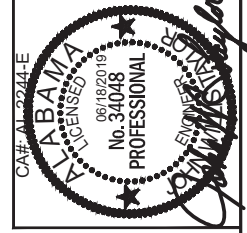
- 1 #2 AWG TINNED COPPER WIRE GROUND RING AROUND EQUIPMENT SHELTER AND GENERATOR @ DEPTH OF 30" MIN
- 2 EXOTHERMIC WELD (GADWELD) (TYP)
- 3 COPPER CLAD GROUND ROD (TYP) 5/8" x 10' LONG
- 4 5/8" x 10' GROUND ROD W/INSPECTION WELL
- 5 COAX EXTERIOR GROUND BAR MOUNTED ON INSULATORS BOND TO GROUND RING W/#2 SOLID TINNED COPPER WIRE (2PLCS) AND INTERIOR HALO RING. (TYP X2)
- 6 #2 AWG TINNED COPPER WIRE FROM INTERIOR HALO GROUND RING TO EQUIPMENT GROUND RING (4PLCS)
- 7 A/C UNIT GROUND (TYP X2)
- 8 GROUND LEAD TO GENERATOR RECEPTACLE
- 9 GROUND LEAD TO EXTERIOR DOOR FRAME
- 10 GROUND LEAD FROM INTERIOR GROUND BAR TO EXTERIOR GROUND RING
- 11 GROUND LEAD TO AC EQUIPMENT
- 12 #2 AWG GROUND LEAD TO INTERIOR TELCO BOX
- 13 INTERIOR GROUND BAR
- 14 #2 AWG COPPER LEAD FROM NEW ATS TO EQUIPMENT GROUND RING
- 15 2 HOLE BOLTED CONNECTION (TYP X2)
- 16 #2 AWG TINNED COPPER WIRE GROUND FROM SHELTER MOUNTING PLATE TO GROUND RING (TYP X6)
- 17 #2 AWG SOLID TINNED COPPER GROUND WIRE CONNECT TO GROUND RING AND STEEL REBAR IN CONCRETE FOUNDATION. EXOTHERMIC ALLY WELD. TEST FOR RESISTANCE. (5 OHMS OR LESS) VERIFY WELD NON-POROUS OR RE-WELD.



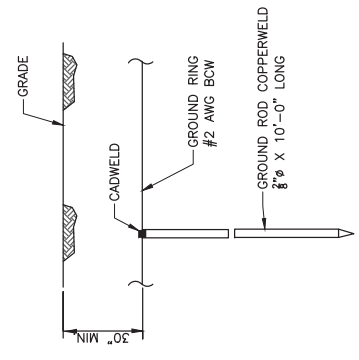
GROUNDING NOTE:

1. GROUNDING RING TO EARTH RESISTANCE SHALL NOT EXCEED 5 OHMS. TESTING SHALL BE COMPLETED PRIOR TO AC POWER TURN-ON. CONTRACTOR SHALL ADVISE CONSTRUCTION MANAGER IF RESISTANCE EXCEEDS 5 OHMS.
2. METALLIC OBJECTS WITHIN 6' OF THE TOWER GROUND RING MUST BE BONDED TO THE TOWER GROUND RING W/ A MINIMUM #6 AWG BARE COPPER CONDUCTOR.

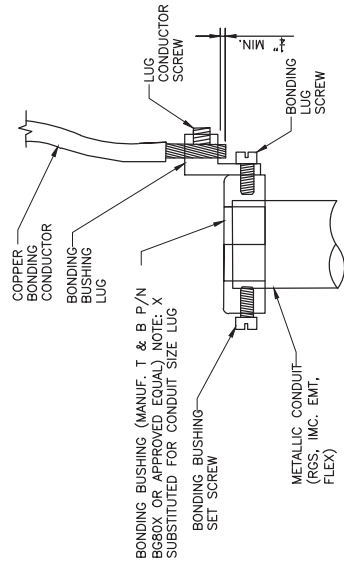
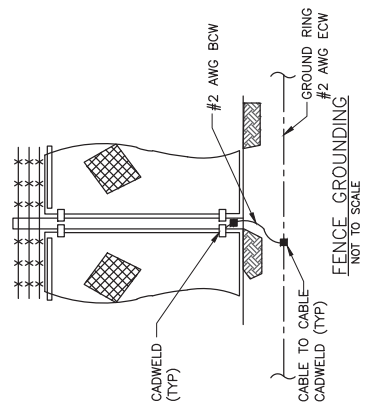
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GROUND ROD INSPECTION WELL
NOT TO SCALE



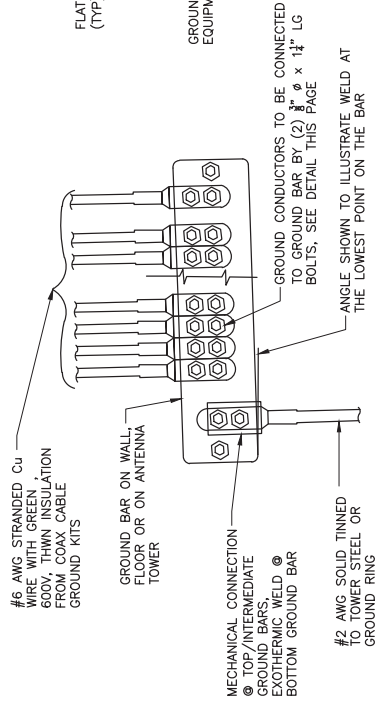
GROUND ROD DETAIL
NOT TO SCALE



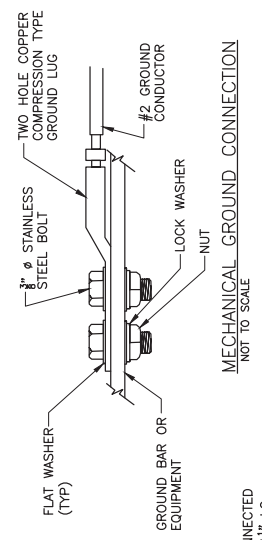
- DIRECTIONS:
1. MOUNT BONDING BUSHING INTO CONDUIT
 2. TIGHTEN BOND BUSHING SET SCREW
 3. INSERT COPPER CONDUCTOR INTO LUG
 4. TIGHTEN LUG CONDUCTOR SCREW
 5. TIGHTEN BONDING LUG SCREW

NOTE: BONDING BUSHING, SET SCREW, LUG, LUG SCREW, CONDUCTORS, LUG SCREW SHOWN AS COMPLETE UNIT

CONDUIT BOND/GROUND BUSHING
NOT TO SCALE



INSTALLATION OF GROUND WIRE TO COAX CABLE GROUND BAR
NOT TO SCALE



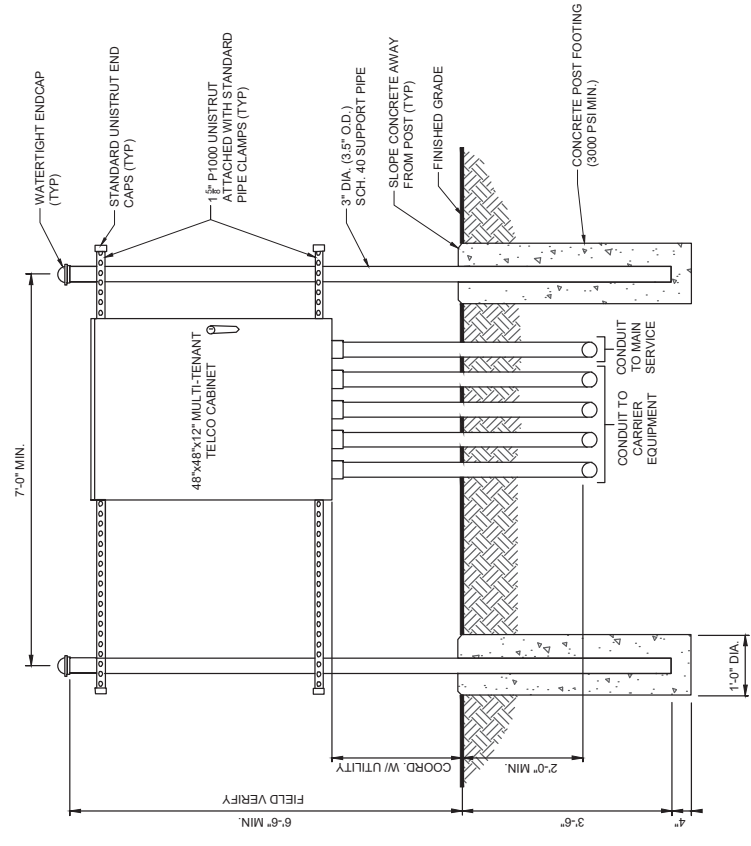
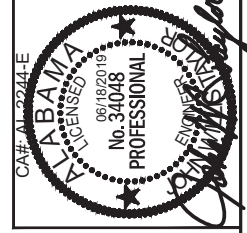
MECHANICAL GROUND CONNECTION
NOT TO SCALE



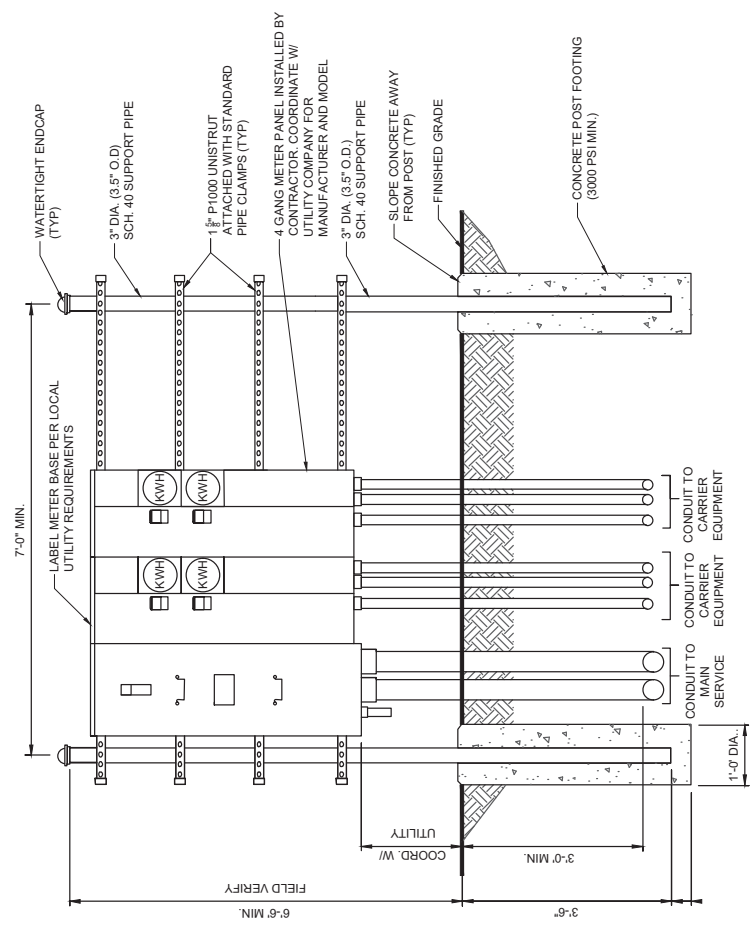
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5	06/18/19	REVISED PER CLIENT COMMENTS

LIBERTY PARK SOUTH
UTILITY
FRAME DETAILS

DESIGNED: JDB
DRAWING: BLS
CHECKED: JDB
JOB # 1277828



UTILITY FRAME DETAIL (TELCO)
NOT TO SCALE

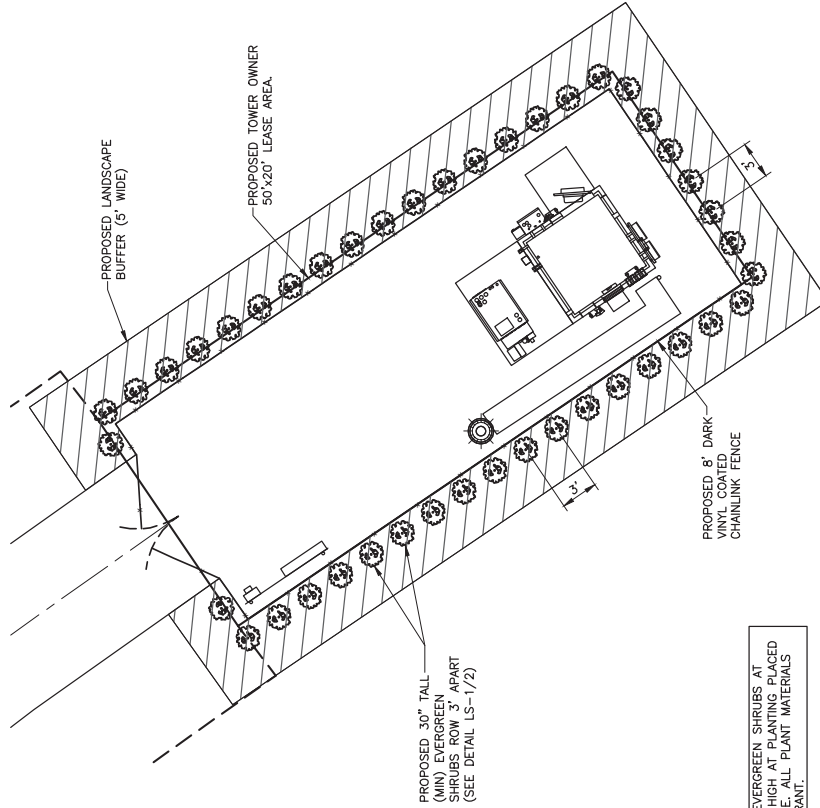


UTILITY FRAME DETAIL (GANG METER)
NOT TO SCALE

- NOTES:
- CONTRACTOR SHALL FIELD LOCATE THE METER PEDESTAL AS SHOWN ON SITE AND FIELD VERIFY THE PERIMETER OF THE FENCED COMPOUND WITH THE METERS FACING AS SHOWN.
 - THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR THE CONDUIT RUN TO THE MAIN SERVICE CONNECTION OR TRANSFORMER.
 - THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR GROUND ROD REQUIREMENTS, IF REQUIRED, THE CONTRACTOR SHALL ORDER AND PAY FOR NECESSARY GROUND TESTS.
 - SUPPORT POST AND UNISTRUT SHALL BE GALVANIZED, PIPE CLAMPS AND HARDWARE SHALL BE GALVANIZED OR STAINLESS STEEL.
 - TELCO CABINET SHALL BE 48"x48"x12" HOFFMAN OR EQUIVALENT. PROVIDE 3/4" PLYWOOD BACKBOARD INSIDE THE MULTI-TENANT TELCO CABINET.
 - ADJUSTMENTS TO THE METER PEDESTAL DESIGN MAY BE REQUIRED DEPENDING ON THE EXACT METER PANEL INSTALLED. CONTRACTOR SHALL FIELD COORDINATE ADJUSTMENTS AND INFORM THE ENGINEER IF ANY UNUSUAL CONDITIONS ARE FOUND TO EXIST.

PLANTING SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	SPACING	SYMBOL	REMARKS
Ich	50	Ilex crenata 'Helleri'	Helleri Holly	30"	SHRUB EVERGREEN	3'-0" O.C.		B & B OR CONTAINER



A CONTIGUOUS HEDGE OF EVERGREEN SHRUBS AT LEAST THIRTY (30) INCHES HIGH AT PLANTING PLACED IN FRONT OF THE TREE LINE. ALL PLANT MATERIALS SHALL BE XERISCAPE TOLERANT.

SUBJECT PROPERTY IS LOCATED IN PANEL #10107300581G, DATED 09/09/2006 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

1. LANDSCAPING SITE PLAN
SCALE 1"=10'



SMW # 10-10712



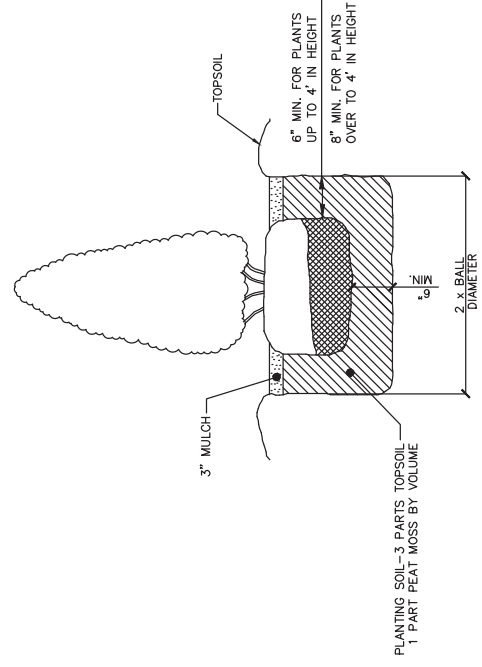
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LIBERTY PARK SOUTH
LANDSCAPING
SITE PLAN

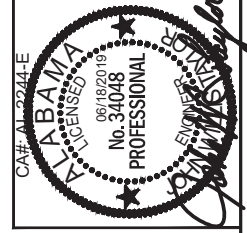
DESIGNED: JDS
DRAWN: BLS
CHECKED: JDS
JOB #: 11277828

Exhibit A - Ordinance No. 2872

LS-1

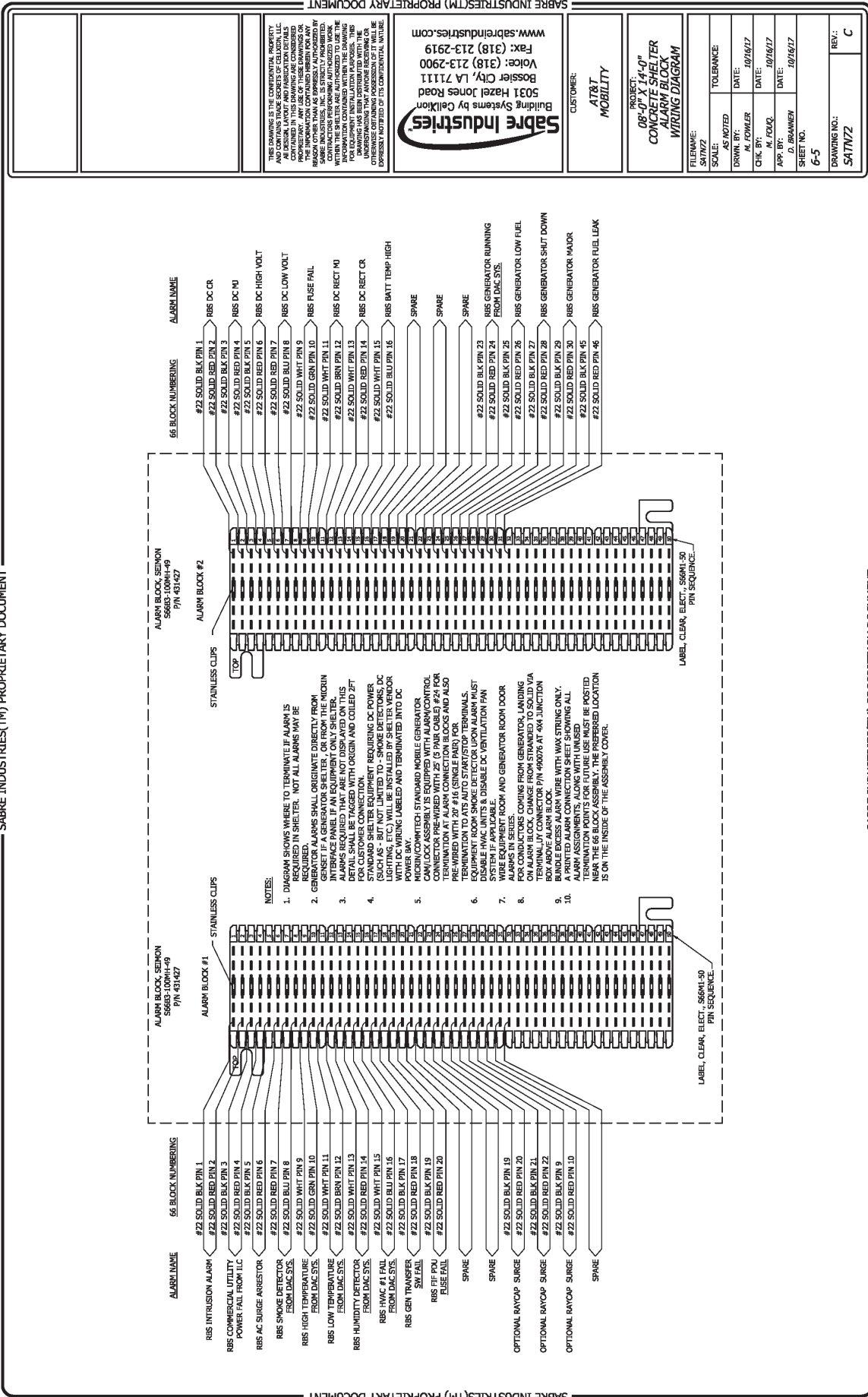


EVERGREEN SHRUB
N.T.S.



SABRE INDUSTRIES(TM) PROPRIETARY DOCUMENT

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Voice: (318) 213-2900
Fax: (318) 213-2919

Building Systems by Celikton
5031 Hazel Jones Road
Bossier City, LA 71111

CUSTOMER:
AT&T
MOBILITY

PROJECT:
08'-07" X 14'-0"
CONCRETE SHELTER
ALARM BLOCK
WIRING DIAGRAM

FILENAME: SATN72
SCALE: AS NOTED
TOLERANCE:
DRAWN BY: M. FOWLER
DATE: 10/16/17
CHK BY: J. FOOZ
DATE: 10/16/17
APP BY: D. BRANNEN
DATE: 10/16/17
SHEET NO. 6-5
DRAWING NO. SATN72
REV.: C

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SABRE INDUSTRIES(TM) PROPRIETARY DOCUMENT

Model: 20REOZK

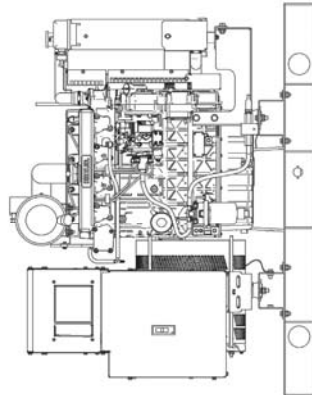
208-600 V Diesel

KOHLER Power Systems

O9001
Tier 4i EPA-Certified for Stationary Emergency Applications
NATIONALLY REGISTERED

Ratings Range

Standby:	kW	60 Hz
	kVA	18.0-23.0
Prime:	kW	18.0-28.8
	kVA	16.5-20.0
	kVA	16.5-25.0



Generator Set Ratings

Alternator	Voltage	Ph	Hz	130° C Rise		105° C Rise	
				Standby Rating	Prime Rating	Standby Rating	Prime Rating
				kW/kVA	Amps	kW/kVA	Amps
4D3.8	120/208	3	60	20.0/25.0	69.4	19.0/23.8	65.9
	127/220	3	60	20.0/25.0	65.6	18.5/23.1	60.7
	120/240	3	60	20.0/25.0	60.1	19.0/23.8	57.1
	120/240	1	60	18.0/18.0	75.0	16.5/16.5	68.8
4D5.0	139/240	3	60	20.0/25.0	60.1	18.5/23.1	55.6
	220/380	3	60	19.5/24.4	37.0	18.5/23.1	35.1
	277/480	3	60	20.0/25.0	30.1	18.5/23.1	27.8
	347/600	3	60	20.0/25.0	24.1	18.5/23.1	22.3
4E3.8	120/208	3	60	23.0/28.8	79.8	20.0/25.0	68.4
	127/220	3	60	23.0/28.8	75.4	20.0/25.0	65.6
	120/240	3	60	23.0/28.8	69.2	20.0/25.0	60.1
	120/240	1	60	22.0/22.0	91.7	20.0/20.0	83.3
4E5.0	139/240	3	60	23.0/28.8	69.2	20.0/25.0	60.1
	220/380	3	60	22.0/27.5	41.8	20.0/25.0	38.0
	277/480	3	60	23.0/28.8	34.8	20.0/25.0	30.1
	347/600	3	60	23.0/28.8	27.7	20.0/25.0	24.1
	120/240	1	60	22.0/22.0	91.7	20.0/20.0	83.3

NOTES: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. Standby ratings are applicable to varying loads for the duration of a power outage. Prime ratings are applicable to varying loads for the duration of a power outage. For limited running time and continuous ratings, consult the factory. For limited running time and continuous ratings, consult the factory. Obtain the technical information bulletin (TIB-01) for ratings guidelines, complete ratings definitions, and site condition details. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation of liability whatsoever. GS-435 (08REOZK) 1/15c

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating Field
Exciter type	Brushless, Wound Field
Leads: quantity, type	12, Reconnectable
	4, 110-120/220-240
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Armature windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V	4D3.8 (12 lead)
480 V	4D5.0 (12 lead)
240 V	4E3.8 (4 lead)
	54
	65
	31

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and drip-proof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Application Data

Engine	Engine Electrical System
Manufacturer	Battery charging alternator:
Engine model	Ground (negative/positive)
Engine type	Volts (DC)
Cylinder arrangement	Ampere rating
Displacement, L (cu. in.)	Starter motor rated voltage (DC)
Bore and stroke, mm (in.)	Battery, recommended cold cranking amps (CCA):
Compression ratio	Quantity, CCA rating
Piston speed, m/min. (ft./min.)	Battery voltage (DC)
Main bearings: quantity, type	
Rated rpm	
Max. power at rated rpm, kW/m (BHP)	
Cylinder head material	
Crankshaft material	
Valve material:	
Intake	
Exhaust	
Governor: type, make/model	
Frequency regulation, no-load to full-load	
Frequency regulation, steady state	
Frequency	
* Requires available electronic governor option	

Engine	Engine Electrical System
Manufacturer	Kohler Diesel
Engine model	KD12504M
Engine type	4-Cycle, Naturally Aspirated
Cylinder arrangement	4 In-line
Displacement, L (cu. in.)	2.5 (158)
Bore and stroke, mm (in.)	88 x 102 (3.46 x 4.02)
Compression ratio	18:1
Piston speed, m/min. (ft./min.)	367 (1206)
Main bearings: quantity, type	5, Sleeve
Rated rpm	1800
Max. power at rated rpm, kW/m (BHP)	29.7 (69.9)
Cylinder head material	Cast Iron
Crankshaft material	Cast Iron
Valve material:	
Intake	Stainless Steel
Exhaust	Stainless Steel
Governor: type, make/model	Steady-State/Mechanical (or Electronic *)
Frequency regulation, no-load to full-load	Droop (or Isochronous *)
Frequency regulation, steady state	±0.5%
Frequency	Fixed
* Requires available electronic governor option	Dry

Fuel	Fuel System
Fuel supply line, min. ID, mm (in.)	8.0 (0.31)
Fuel return line, min. ID, mm (in.)	6.0 (0.25)
Max. lift, electric fuel pump, m (ft.)	3.0 (10.0)
Max. fuel flow, Lph (gph)	46.0 (12.2)
Max. return line restriction, kPa (in. Hg)	20 (5.9)
Fuel filter	74 Microns
Primary/Water Separator	5 Microns @ 98% Efficiency
Recommended fuel	#2 Ultra Low Sulfur Diesel

Lubricating System	Lubricating System
Type	Full Pressure
Oil pan capacity, L (qt.)	10.7 (10.8)
Oil pan capacity with filter, L (qt.)	11 (11.6)
Oil filter: quantity, type	1, Cartridge
Oil cooler	—

GS-435 (08REOZK) 1/15c

Application Data

Cooling	
Radiator System	
Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	4.4 (1.6)
Radiator system water capacity, including engine, L (gal.)	11.4 (3)
Engine jacket water flow, Lpm (gpm)	56.8 (15)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	21.6 (1228)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	406 (16.0)
Fan, kWm (HP)	0.6 (0.8)
Max. restriction of cooling air intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)

* Enclosure reduces ambient temperature capability by 5°C (9°F).

Operation Requirements

Air Requirements	
Radiator-cooled cooling air, m ³ /min. (scfm) †	38.8 (1300)
Combustion air, m ³ /min. (cfm)	2.1 (74.2)
Heat rejected to ambient air: Engine, kW (Btu/min.)	20.4 (1160)
Alternator, kW (Btu/min.)	5.1 (260)

† Air density = 1.20 kg/m³ (0.075 lbm/ft³)

Fuel Consumption	
Diesel, Lph (gph) at % load	Standby Rating
100%	7.9 (2.1)
75%	6.1 (1.6)
50%	4.3 (1.1)
25%	2.5 (0.7)

Diesel, Lph (gph) at % load	
100%	7.2 (1.9)
75%	5.7 (1.5)
50%	3.8 (1.0)
25%	2.3 (0.6)

Controller



Decision-Maker® 3000 Controller
Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFFPA 110 Level 1 capability

Refer to 05-100 for additional controller features and accessories.

Modbus® is a registered trademark of Schneider Electric.

KOHLER CO., Kohler, Wisconsin 53044, USA
Phone 920-457-4441, Fax 920-459-1646
For the nearest sales and service outlet in the US and Canada, phone 1-800-544-2444
KOHLEPower.com

Kohler Power Systems
Asia Pacific Headquarters
7 Jurong Piar Road
Singapore 619159
Phone (65) 6264-6422, Fax (65) 6264-6455

Additional Standard Features

- Air Cleaner, Heavy Duty
- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation
- Oil Drain and Coolant Drain with Hose Barb
- Oil Drain Extension (with enclosure models only)
- Operation and Installation Literature
- Rodent Guards
- Stainless Steel Fasteners on Enclosures

Available Options

- CSA Approval
- UL2200 Listing
- Enclosed Unit
 - Sound Enclosure (with enclosed critical silencer)
 - Weather Enclosure (with enclosed critical silencer)
 - Stainless Steel Latches and Hinges
- Open Unit
 - Exhaust Silencer, Critical (Kit: FA-352663)
 - Flexible Exhaust Connector, Stainless Steel
- Fuel System
 - Flexible Fuel Lines
 - Fuel Pressure Gauge
 - Subbase Fuel Tanks
- Controller
 - Common Failure Relay
 - Input/Output Module
 - Manual Speed Adjust
 - Remote Annunciator Panel
 - Run Relay
- Cooling System
 - Block Heater (700 W, 110-120 V)
 - Recommended for ambient temperatures below 0°C (32°F)
 - Radiator Duct Flange
- Electrical System
 - Alternator Strip Heater
 - Battery
 - Battery Charger, Equalize/Float Type
 - Battery Heater
 - Electronic Governor
 - Line Circuit Breaker (NEMA type 1 enclosure)
 - Line Circuit Breaker with Shunt Trip (NEMA type 1 enclosure)

Miscellaneous

- Air Cleaner Restriction Indicator
- Engine Fluids Added
- Rated Power Factor Testing

Literature

- General Maintenance
- NFFPA 110
- Overhaul
- Production

Warranty

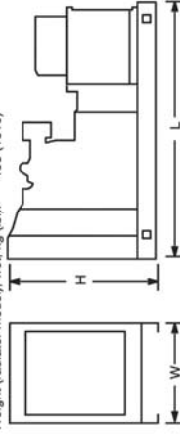
- 2-Year Basic Limited
- 5-Year Basic Limited
- 5-Year Comprehensive Limited

Other Options

-
-
-
-
-

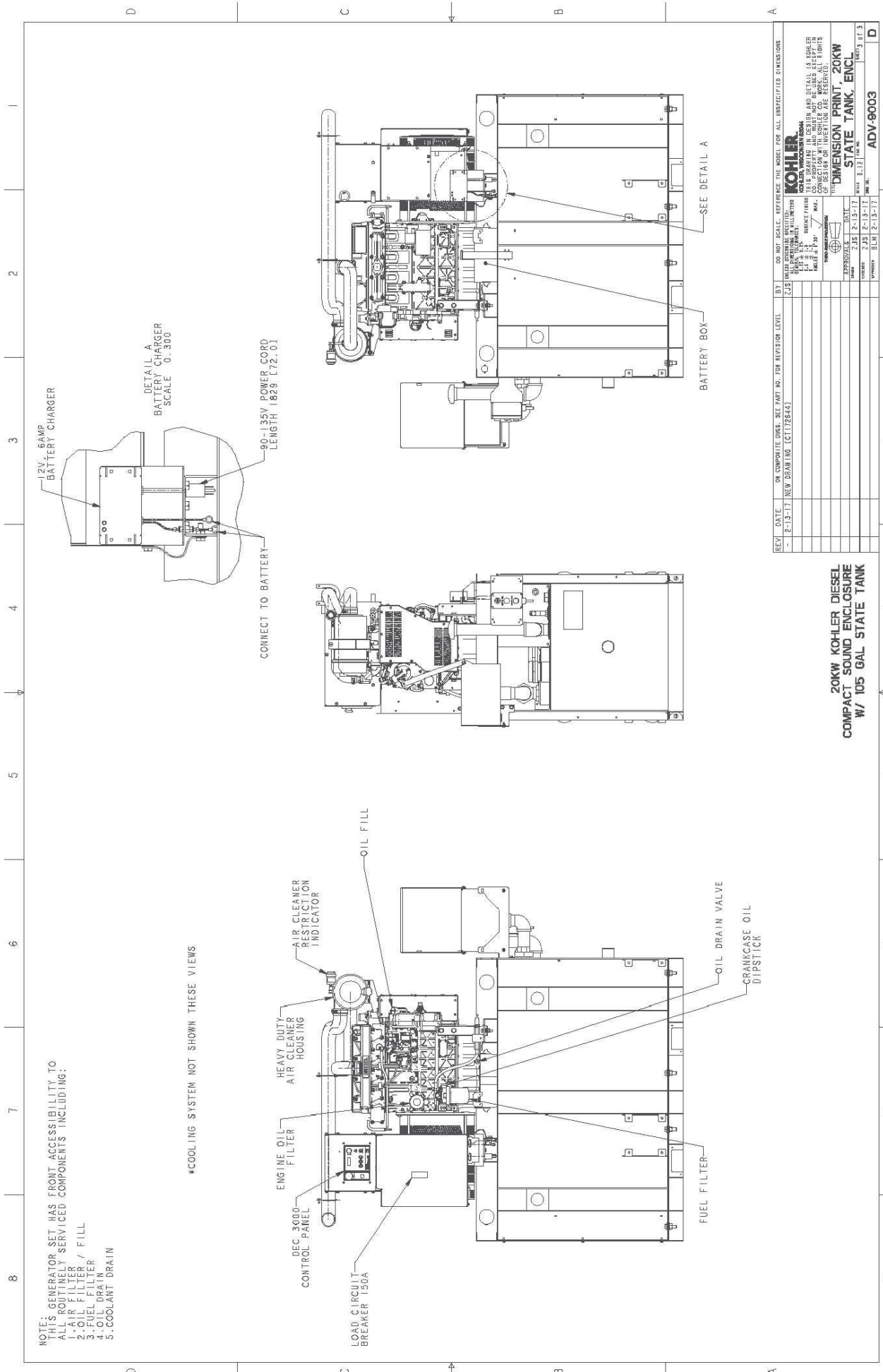
Dimensions and Weights

Overall Size, L x W x H, mm (in.):
Open Unit Skid: 1400 x 613 x 1107 (55.1 x 24.1 x 43.6)
Enclosure Skid: 1938 x 613 x 1174 (76.5 x 24.1 x 47.0)
Weight (radiator model), wt. kg (lb.): 458 (1010)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

DISTRIBUTED BY:



REV#	DATE	BY	DESCRIPTION
1	2-13-17	NEW DRAWING (C1172843)	2.05
2			
3			
4			
5			
6			
7			
8			

DO NOT SCALE. REFERENCE THE MODEL FOR ALL UNDEFINED DIMENSIONS
 UNLESS OTHERWISE SPECIFIED:
 DIMENSIONS ARE IN MILLIMETERS
 DIMENSIONS IN PARENTHESES ARE IN INCHES
 FINISHES: 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.

**20KW KOHLER DIESEL
 COMPACT SOUND ENCLOSURE
 W/ 105 GAL STATE TANK**

ADV-9003

Section 1 - RFDS GENERAL INFORMATION

RFDS NAME: ALLO4877	DATE: 11/17/2017	RF DESIGN ENG: Eyram Kurawoer	RFDS PROGRAM TYPE: 2019 LTE Next Carrier
ISSUE:	Approved? (Y/N): Yes	RF DESIGN PHONE:	RFDS TECHNOLOGY: LTE GC
REVISION:	RF MANAGER: Thomas Gandy	RF DESIGN EMAIL: EK3198@ATT.COM	STATE STATUS: Preliminary/Notification Recommended
INITIATIVE /PROJECT:	LTE 4C-AWS3 J (10 MHz) Band 66	RFDS VERSION: 2.00	RFDS ID: 2460270
	LTE 5C-860 - 5 MHz	Created By: ek3158	Updated By: ek3158
	LTE 6C-700 MHz UPPER D (10 MHz) Band 14	Date Created: 7/6/2018 4:26:41 PM	Date Updated: 12/17/2018 11:55:46 AM

Section 2 - LOCATION INFORMATION

USID: 194807	FA LOCATION CODE: 12776284	LOCATION NAME: LIBERTY PARK SOUTH	ORACLE PTN # 1: 2653A0HQHQ	PACE JOB # 1: MRALM029189
REGION: SOUTHEAST	MARKET CLUSTER: ALABAMA/MISSISSIPPI/LOUISIANA	MARKET: BIRMINGHAM	ORACLE PTN # 2: 2653A0HQHP	PACE JOB # 2: MRALM029194
ADDRESS: 4870 SICARD HOLLOW ROAD	STATE: AL	STATE: AL	ORACLE PTN # 3: 2653A0H0HN	PACE JOB # 3: MRALM029193
ZIP CODE: 35242	CITY: BIRMINGHAM	LONG (DEC DEG.): -86.6872280	ORACLE PTN # 4:	PACE JOB # 4:
LATITUDE (D-M-S): 33.428m37.3512s	COUNTY: SHELBY	LAT (DEC DEG.): 33.477020	ORACLE PTN # 5:	PACE JOB # 5:
DIRECTIONS, ACCESS AND EQUIPMENT LOCATION:	LONGITUDE (D-M-S): 86.4-40m2.0208s		ORACLE PTN # 6:	PACE JOB # 6:
			ORACLE PTN # 7:	PACE JOB # 7:
			ORACLE PTN # 8:	PACE JOB # 8:
			BORDER CELL WITH CONTOUR COORD:	SEARCH_RING_NAME: Liberty Park South
			AM STUDY REQ'D (Y/N): No	SEARCH_RING_ID: LIBERTY PARK SOUTH
			FREQ COORD:	BTA: MSA / RSA
			OPS DISTRICT:	LAC(GSM):
			OPS_ZONE:	LAC(Umts):
			RF DISTRICT:	BSC(GSM):
			RF_ZONE:	RNC(Umts):
			PARENT_NAME(GSM):	MME_POOL(DLTE): FT10
			PARENT_NAME(Umts):	

Section 3 - LICENSE COVERAGE/FILING INFORMATION

CGSA - NO FILING TRIGGERED (Yes/No): No	CGSA LOSS:	PCS REDUCED - UPS ZIP:	CGSA CALL SIGNS:
CGSA - MINOR FILING NEEDED (Yes/No): No	CGSA EXT AGMT NEEDED:	PCS POPS REDUCED:	
CGSA - MAJOR FILING NEEDED (Yes/No): Yes	CGSA SCORECARD UPDATED:		

Section 4 - TOWER/REGULATORY INFORMATION

STRUCTURE ATR OWNED?: No	GROUND ELEVATION (ft):	STRUCTURE TYPE:	MARKET LOCATION 700 MHz Band:
ADDITIONAL REGULATORY?: No	HEIGHT OVERALL (ft):	FCC ASR NUMBER:	MARKET LOCATION 850 MHz Band:
SUB-LEASE RIGHTS?: No	STRUCTURE HEIGHT (ft):		MARKET LOCATION 1900 MHz Band:
LIGHTING TYPE:			MARKET LOCATION AWS Band:
			MARKET LOCATION WCS Band:
			MARKET LOCATION Future Band:

Section 6 - RBS GENERAL INFORMATION - existing

	LTE 1ST RBS	LTE 2ND RBS							
RBS ID:	596933								
CTS COMMON ID:	ALL04977								
CELL ID / BCF:	ALL04977								
BTATID:									
4.9 DIGIT SITE ID:	4977								
COW OR TOY?:	No								
CELL SITE TYPE:									
SITE TYPE:									
BTS LOCATION ID:									
BASE STATION TYPE:									
EQUIPMENT NAME:	LIBERTY PARK SOUTH								
DISASTER PRIORITY:									

Section 6 - RBS GENERAL INFORMATION - final

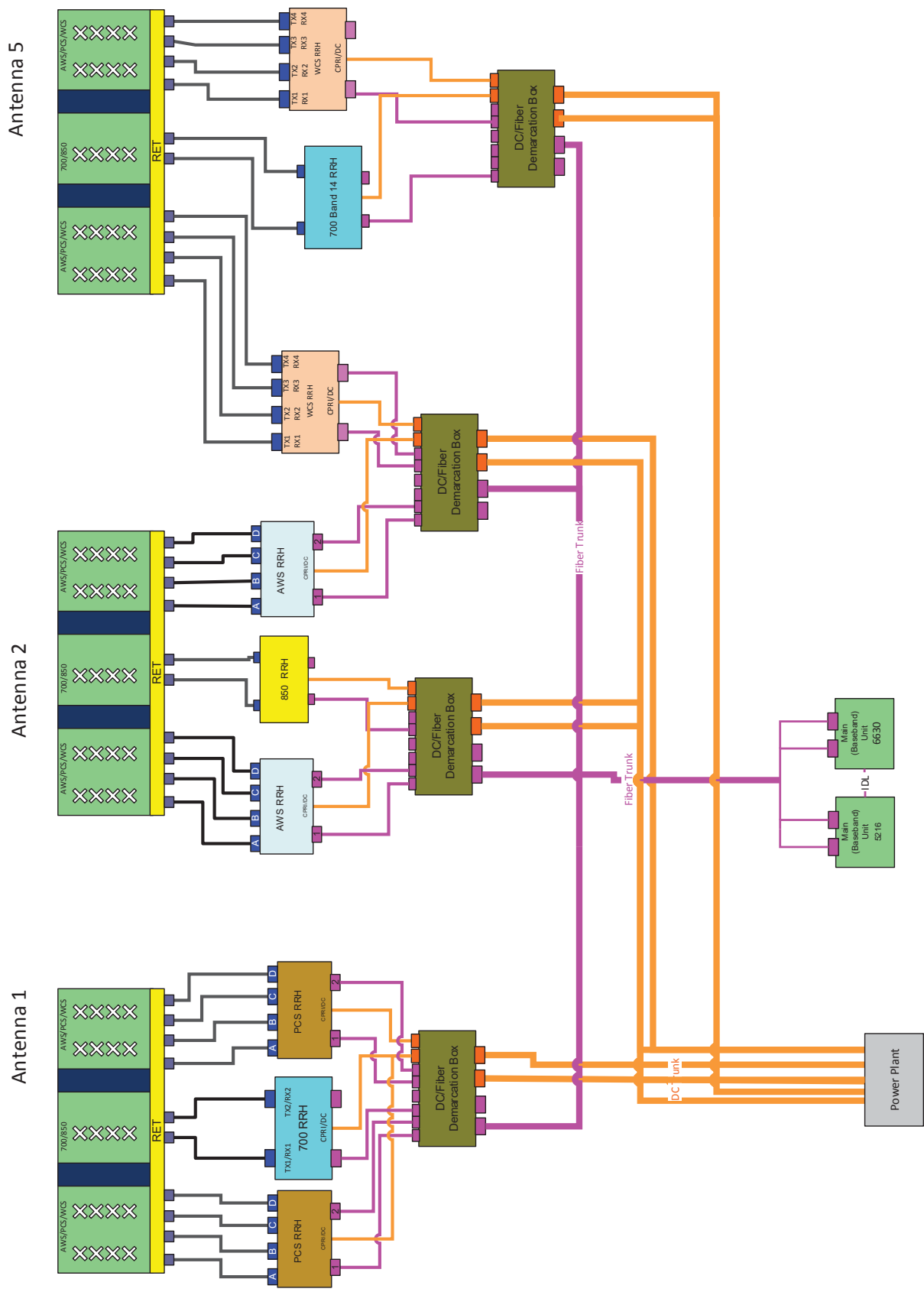
	LTE 1ST RBS	LTE 2ND RBS							
RBS ID:	596933	RFDS_37792178							
CTS COMMON ID:	ALL04977	ALL04977							
CELL ID / BCF:	ALL04977	ALL04977							
BTATID:									
4.9 DIGIT SITE ID:	4977	0477							
COW OR TOY?:	No	No							
CELL SITE TYPE:	SECTORIZED	SECTORIZED							
SITE TYPE:	EDNB-LTE	EDNB-LTE							
BTS LOCATION ID:									
BASE STATION TYPE:	BASE	BASE							
EQUIPMENT NAME:	LIBERTY PARK SOUTH	LIBERTY PARK SOUTH							
DISASTER PRIORITY:	0	0							

Section 7 - RBS SPECIFIC INFORMATION - existing

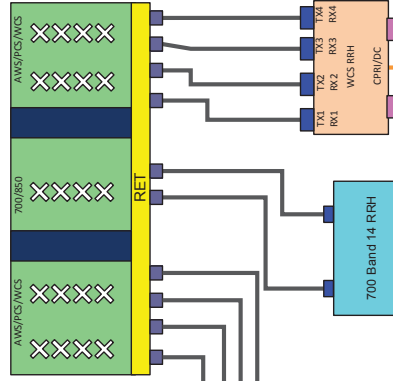
	LTE 1ST RBS	LTE 2ND RBS							
RAC:									
EQUIPMENT VENDOR:									
EQUIPMENT TYPE:									
BASEBAND CONFIGURATION:									
LOCATION:									
CABINET LOCATION:									
MARKET STATE CODE:									
AGPS:	Yes								
NODE B NUMBER:	4977								

Section 7 - RBS SPECIFIC INFORMATION - final

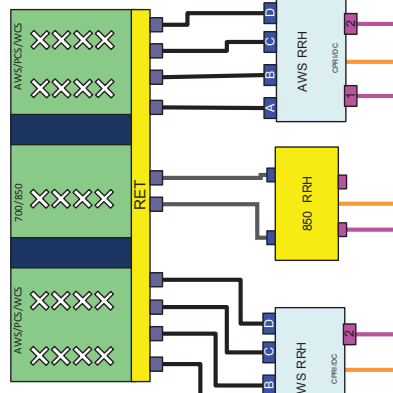
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RAC:									
EQUIPMENT VENDOR:	ERICSSON	ERICSSON							
EQUIPMENT TYPE:	6601 INDOOR MU	6601 INDOOR MU							
BASEBAND CONFIGURATION:	1x6601 / 1x5216 / xxxxx	xxxxx / 1x6600 / xxxxx							
LOCATION:									
CABINET LOCATION:									
MARKET STATE CODE:	AL	AL							
AGPS:	Yes	Yes							
NODE B NUMBER:	4977	477							



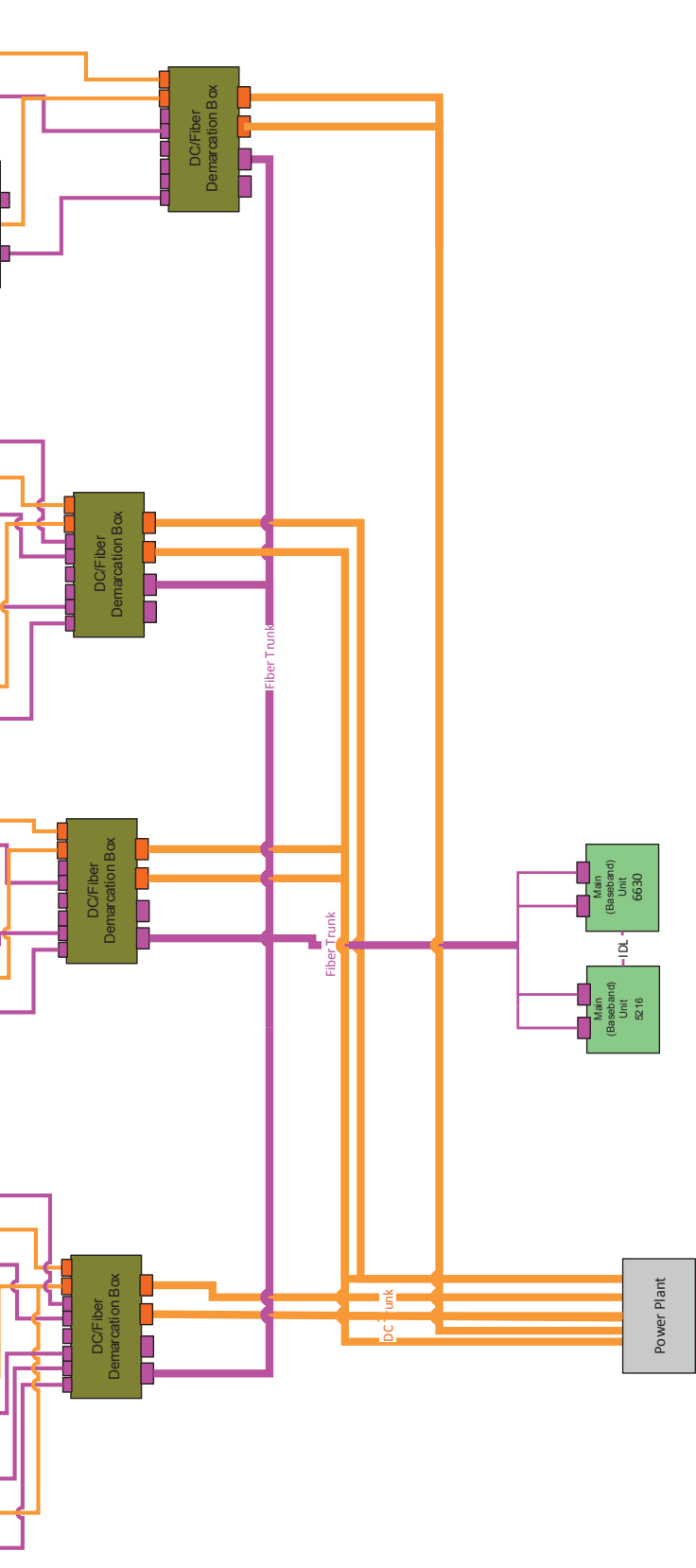
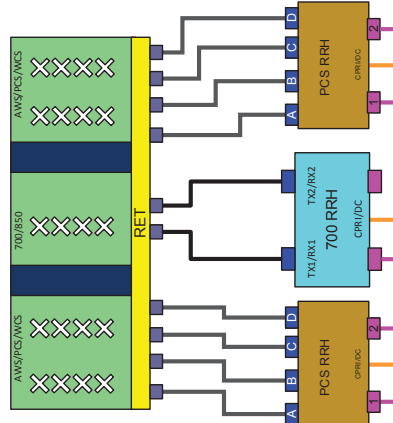
Antenna 5



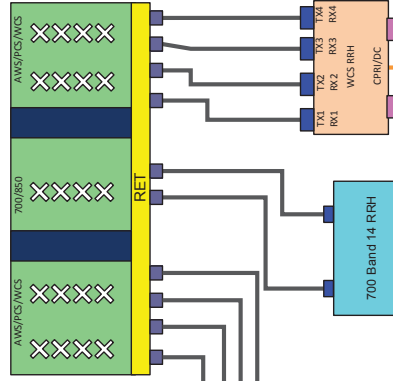
Antenna 2



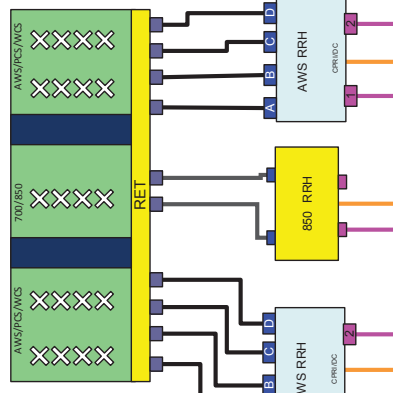
Antenna 1



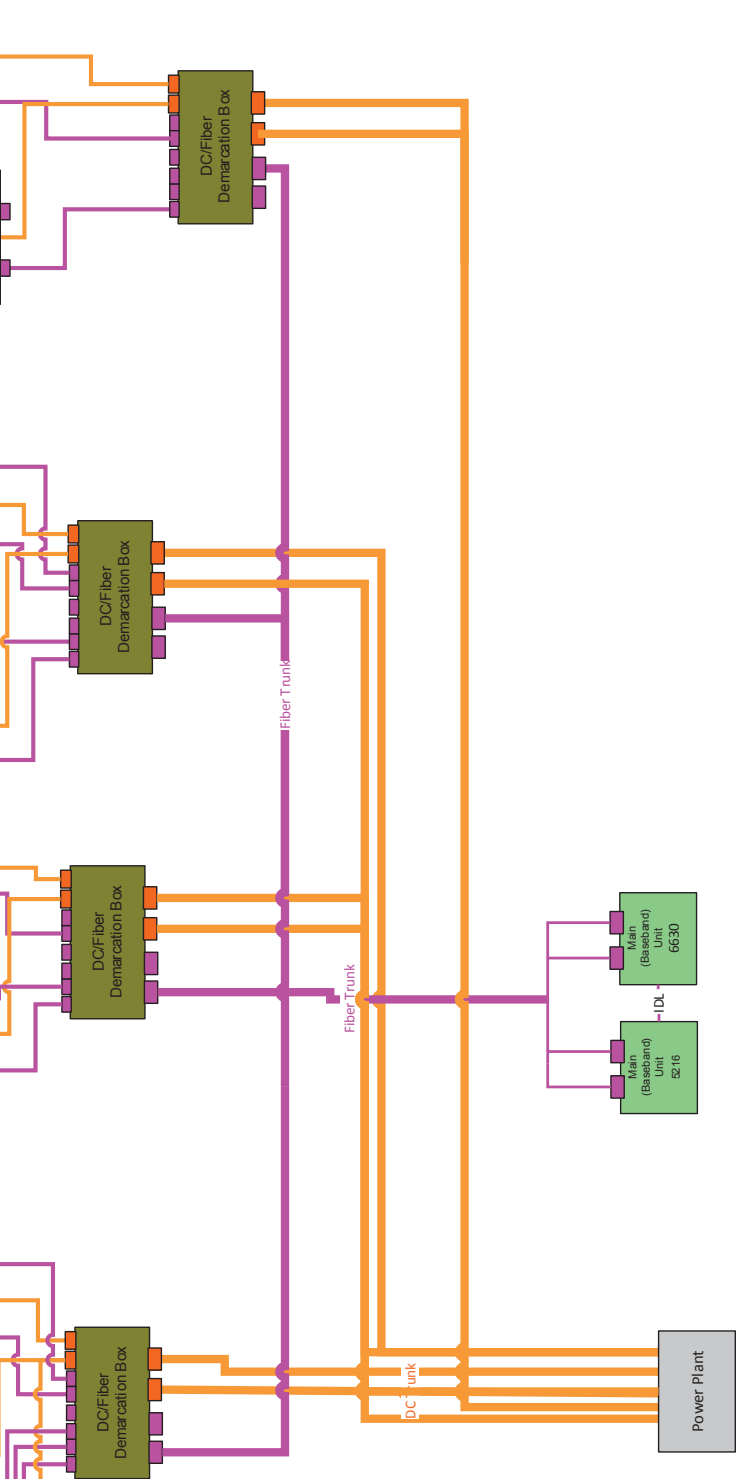
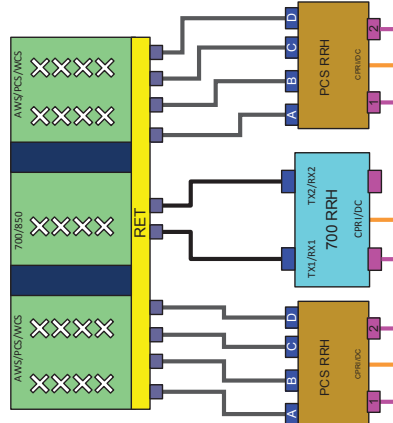
Antenna 5



Antenna 2



Antenna 1



NOTES

Date Time (Eastern)	Version	ATTUID	Note
11/29/2018 12:34:02 PM	2.00	ek3158	RFDS VERSION incremented.
11/29/2018 12:34:32 PM	2.00	ek3158	Updated low band radio counts and the total squid count

WORKFLOW SUMMARY							
Date	FROM State / Status	FROM ATTUID	TO State / Status	TO ATTUID	Operation	Comments	PAGE Status
07/06/2018	Preliminary In Progress	ek3158	Preliminary Submitted for Approval	JB6612	Promote		SER-RBHM-18-06147 FAILURE 07/06/2018 5:54:04 PM SER-RBHM-18-06123 FAILURE 07/06/2018 5:54:04 PM SER-RBHM-18-06122 FAILURE 07/06/2018 5:54:04 PM
11/29/2018	Preliminary Submitted for Approval	JB6612	Preliminary In Progress	ek3158	Pull Back		
12/17/2018	Preliminary In Progress	ek3158	Preliminary Submitted for Approval	JB6612	Promote		SER-RBHM-18-06147 FAILURE 12/17/2018 12:02:14 PM SER-RBHM-18-06123 FAILURE 12/17/2018 12:02:14 PM SER-RBHM-18-06122 FAILURE 12/17/2018 12:02:14 PM
03/19/2019	Preliminary Submitted for Approval	JB6612	Preliminary Modification Recommended	EK3158	Demote	Not found in PACE as Macro proj. Should not be in my WF. Denoted back to RF	



Site Information

FA Code:	12778284	Street Address:	4870 SICARD HOLLOW ROAD
USID:	194907	City:	BIRMINGHAM
Market:	BIRMINGHAM	County:	SHELBY
Latitude D-M-S:		State:	AL
Longitude D-M-S:		Zip:	35242
Pace Job #:	MRALM006034	Submitter:	KENNETH ZENGOTITA

Construction Notice to Proceed (CNTP)

Guardian Filling(s) Approved Date - CNTP: 02/28/2019

From Guardian(optional):

Unique Structure ID : 276490
Latitude : 33-28-37.3
Longitude : 86-40-02.1
ASR :
County : Jefferson
State : ALABAMA
Site Name : LIBERTY PARK SOUTH
Job Id : 1196396
Region : SOUTHEAST
Structure Marking and Lighting :Not Required
FAA Study Number :
FAA Issue Date :
Is Notice to FAA of Construction Status (7460-2 Part I) Required? :
FAA NOTAM Required within Days (Part I):
Notification to Airport Manager within (Part I) :
Is Notice to FAA of Construction Status (7460-2 Part II)

Required? :
 FAA NOTAM Required within Days (Part II) :
 Notification to Airport Manager within (Part II) :
 Required FAA Notification Completed on Time :
 Preconstruction Approved Height for the Structure : 125
 Approved Temporary Construction Height :
 Preconstruction Expiration Date : 08/28/2019
 FCC File No :
 Regulatory Group Comments : Please provide all heights within
 3 business days of completion
 NEPA expires 12-27-2020

CNTP1 - CNTP Approval: 15.00 Normal 0 false false false EN-US

X-NONE X-NONE

This serves as your

Construction Notice to Proceed (Greensheet) for the referenced project. Please note approved Overall Height (do not exceed), Approved Crane Height (if requested), and Preconstruction Expiration Date (if applicable).

If Scope of Work changes at any time between now and the time of construction complete, please email your Network Compliance Manager for further compliance review.

If this modification includes the removal of any top mounted equipment that will affect the overall height, a tape drop with overall height and any required antenna heights must be provided once construction is complete.

Overall Height (AGL-ft): 125

Frequency Bands: PCS (1900 MHz),WCS (2.3 GHz),AWS (2.1 / 1.7 GHz),Cellular (850 MHz),700 MHz

Height Verification Form Requirements: All Heights

Additional Comments:

*** PROJECT TYPE: NSB w/ WLL 1C & LTE 1C – 6C**

CNTP Approved By: kz9108/KENNETH ZENGOTITA

Date: 02/28/2019

CNTP Acknowledged By: rr4866/ROBERT RODRIGUEZ

Date: 02/28/2019

**AT&T Liberty Park South
(ID# 12778284)
Vestavia Hills, Alabama
125-foot Light Pole Tower
As viewed from North**



**AT&T Liberty Park South
(ID# 12778284)
Vestavia Hills, Alabama
125-foot Light Pole Tower
As viewed from South**

Before



***AT&T Liberty Park South Site (ID# 12778284)
Vestavia Hills, Alabama
125-foot Light Pole Tower
As viewed from Southwest***

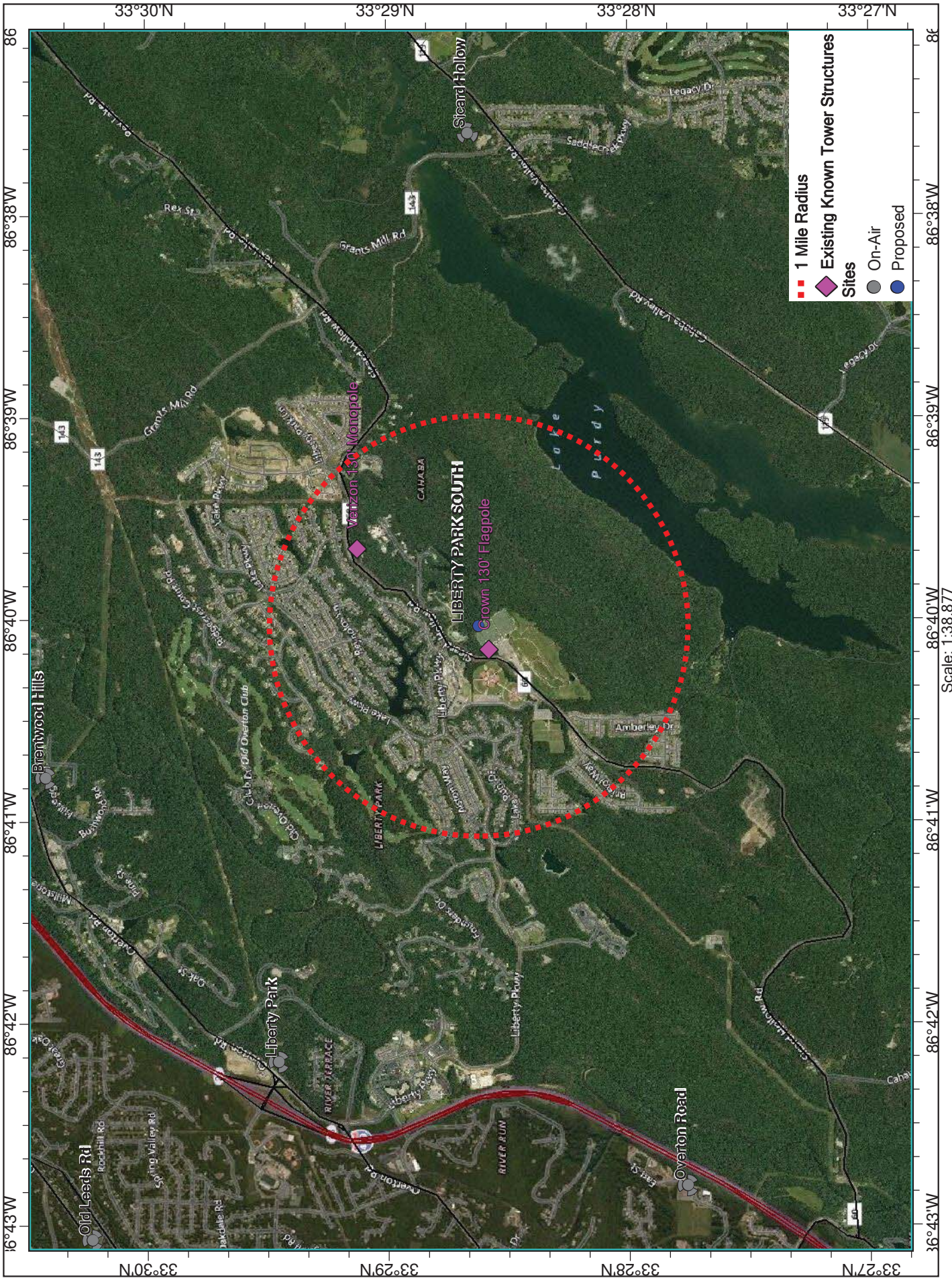


**AT&T Liberty Park South
(ID# 12778284)
Vestavia Hills, Alabama
125-foot Light Pole Tower
As viewed from South**

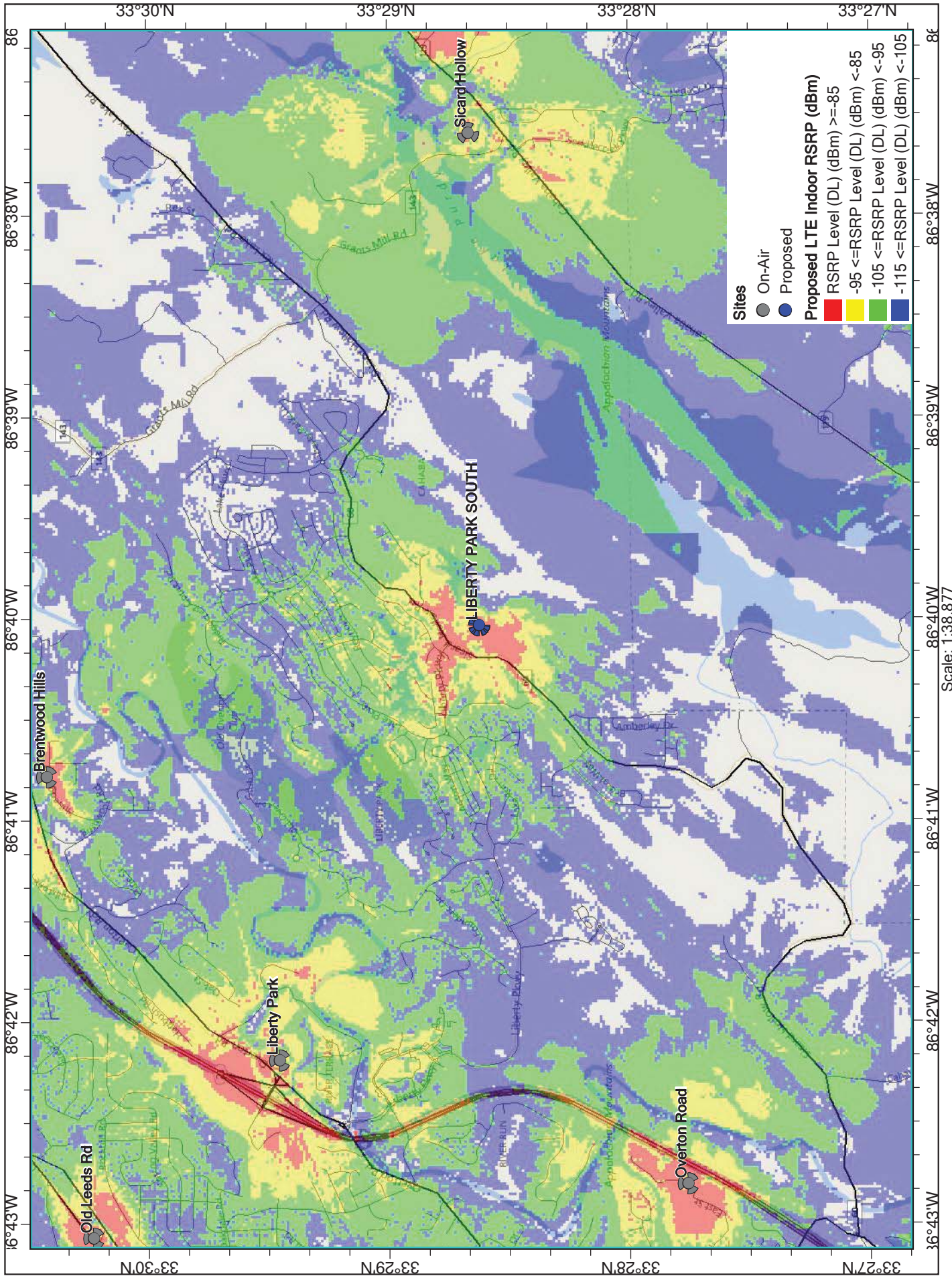




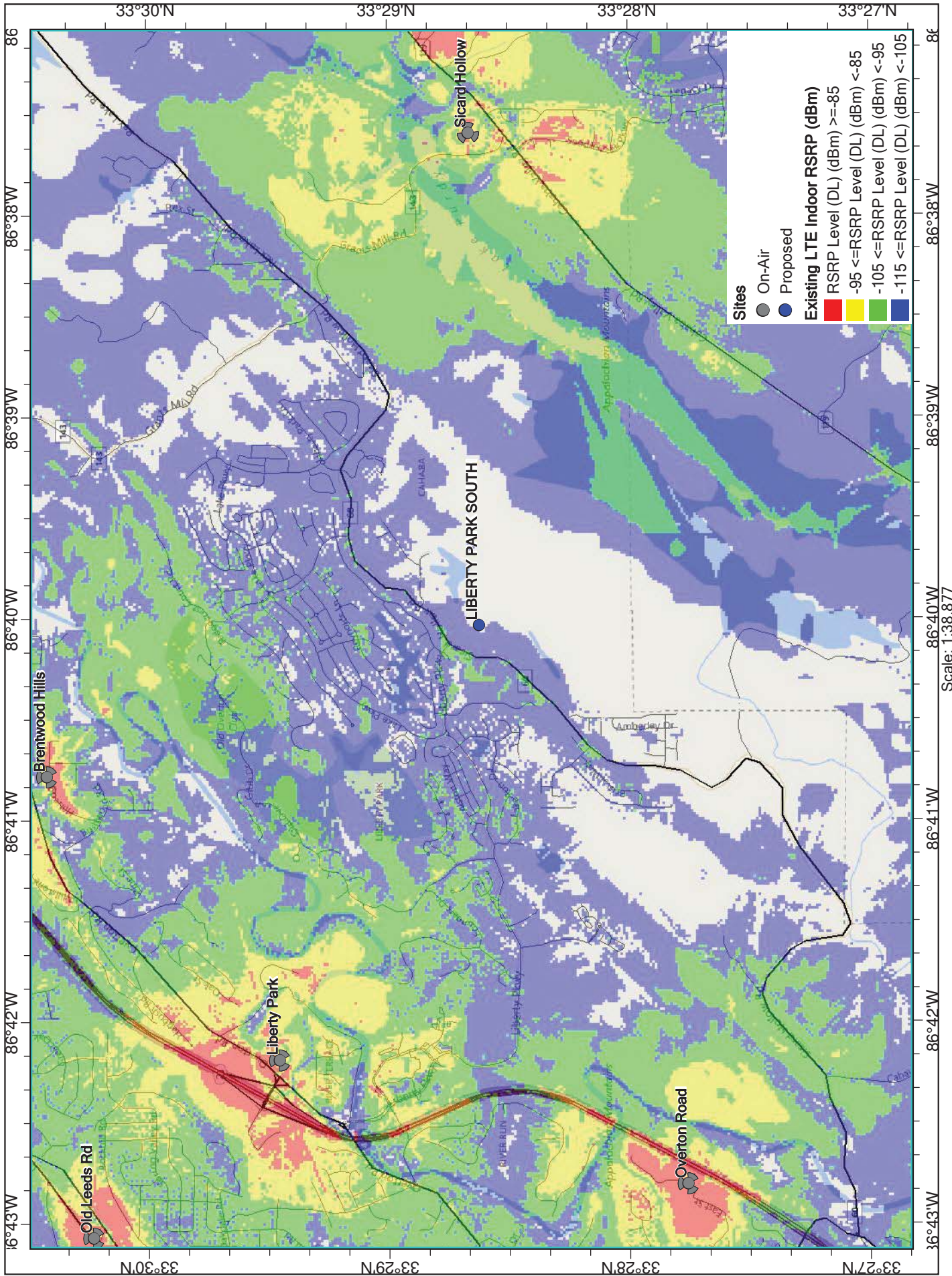
Known Existing Communication Towers within 1 Mile Radius



AT&T Proposed LTE Indoor Coverage with Liberty Park South

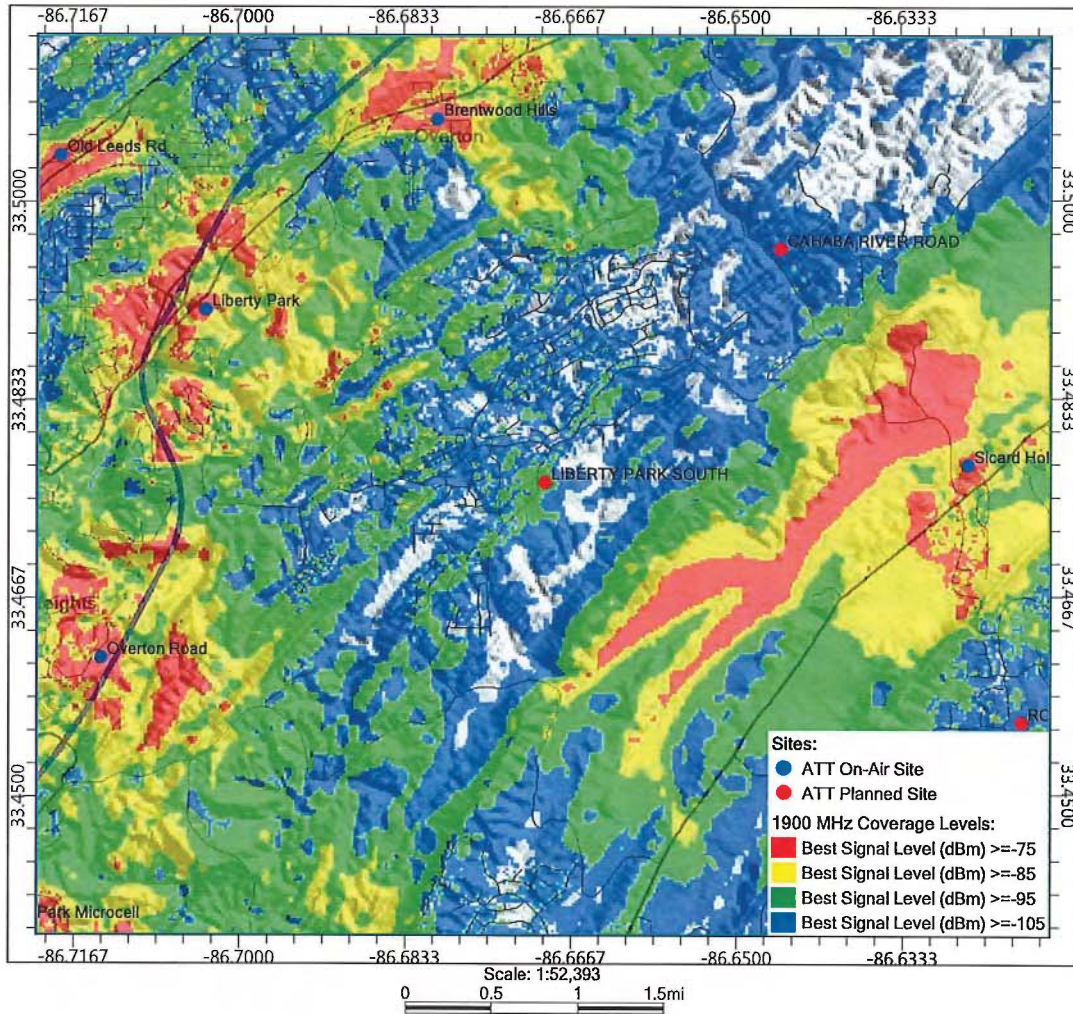


AT&T Existing LTE Indoor Coverage without Liberty Park South



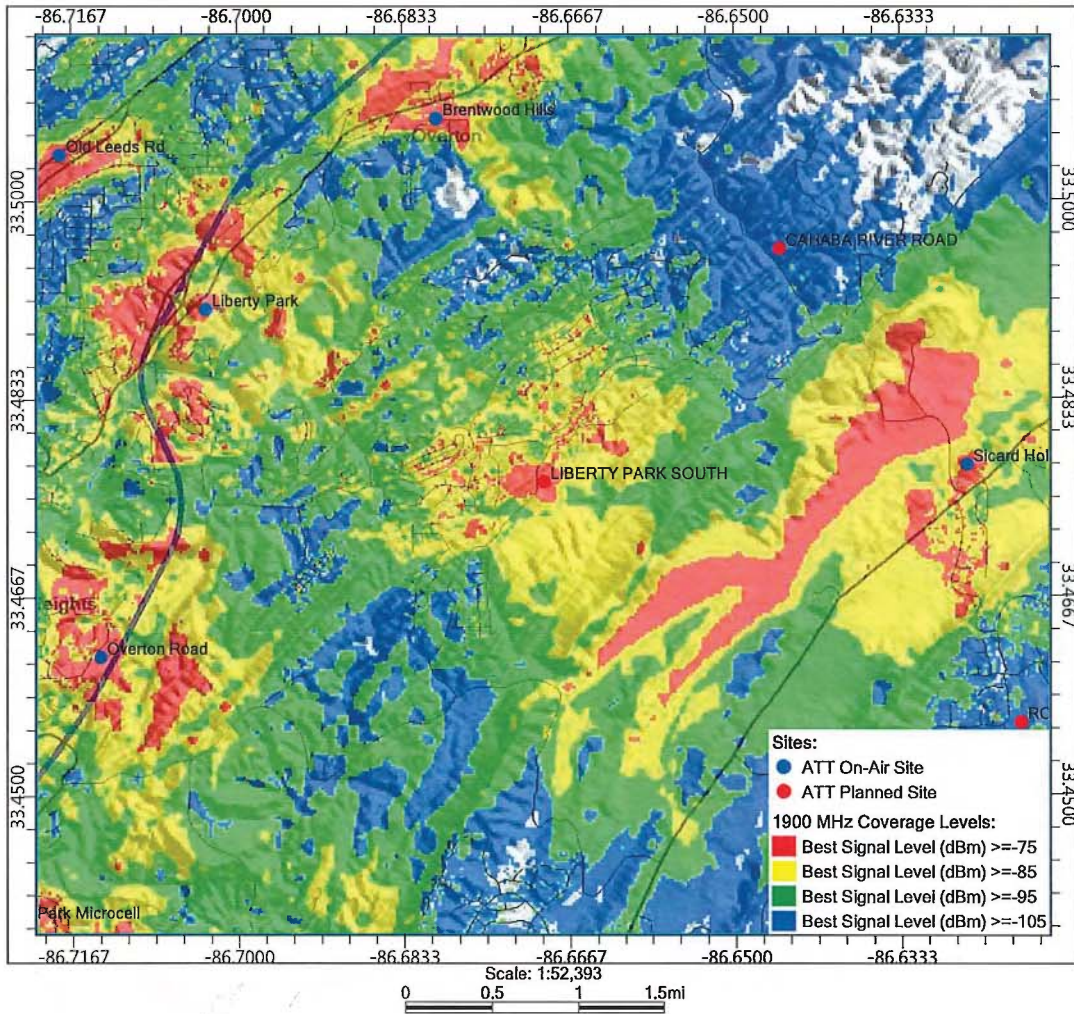


Liberty Park South - Existing 1900 MHz Coverage





Liberty Park South - Proposed 1900 MHz Coverage



ORDINANCE NUMBER 2873

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 JEFFERSON COUNTY E-1 TO VESTAVIA HILLS INST

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 Jefferson County E-1 (estate residential) to Vestavia Hills Inst (institutional district):

2647 Gresham Drive
Acreage Adjacent to the former Gresham School
City of Vestavia Hills Board of Education, Owner(s)

A parcel of land lying in the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

BEGIN at a 2" capped rebar found and locally accepted to be the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 28, said point also being a point on the East right of way margin of Gresham Drive (50' right of way); thence run in a Northerly direction along the West line of said 1/4-1/4 section and along said East right of way for a distance of 365.04 feet to a 1/2" rebar found; thence turn right 92 degrees 05 minutes 00 seconds, leaving the West line of said 1/4-1/4 section and said right of way, and run in an Easterly direction for a distance of 238.70 feet to an iron pin set; thence turn right 87 degrees 55 minutes 09 seconds and run in a southerly direction for a distance of 365.46 feet to an iron pin set on the South line of said 1/4-1/4 section; thence run in a Westerly direction along said South line for a distance of 238.70 feet to the POINT OF BEGINNING. Containing 2.00 acres, more or less.

BE IT FURTHER ORDAINED, that said zoning is conditioned upon the Vestavia Hills Board of Education ownership and should the Vestavia Hills Board of Education choose to sell the property, in such event, this Ordinance Number 2873 shall be rescinded in its entirety and the property rezoned to the original Jefferson County E-1 zoning classification.

APPROVED and ADOPTED this the 14th day of October, 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 # 2873 is a true and correct copy of such 14th day of October, 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: **AUGUST 8, 2019**

- **CASE: P-0819-37**
- **REQUESTED ACTION:** Rezoning JC E-1 to Vestavia Hills-INST
- **ADDRESS/LOCATION:** 2647 Gresham Drive
- **APPLICANT/OWNER:** The Board of Education of the City of Vestavia Hills, Alabama
- **GENERAL DISCUSSION:** This is a rezoning of a property on Gresham Drive from JC E-1 to VH-Institutional. The property was just recently purchased by the School Board, and is adjacent to the site of the new Dolly Ridge Elementary School. The property will be used for school parking. Property was annexed overnight by Ordinance 2854 on 6/10/19.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for institutional district.
- **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. Weaver made a motion to recommend Rezoning from JC E-1 to Vestavia Hills-INST with the condition that the zoning revert to the compatible City zoning (Vestavia

Hills E-2) if the property is no longer owned by the Vestavia Hills Board of Education for the property located At 2647 Gresham Drive. Second was by Mr. Gilchrist. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

Mr. Weaver– yes

Mr. Larson – yes

Motion carried.

Mr. Vercher – yes

Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes

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: The Board of Education of the City of Vestavia Hills, Alabama

ADDRESS: 1204 Montgomery Highway
Vestavia Hills, Alabama 35216

MAILING ADDRESS (if different from above) _____
Post Office Box 660826, Vestavia Hills, Alabama 35266-0826

PHONE NUMBER: Home _____ Office 205-402-5116

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: _____
Superintendent Dr. Todd Freeman

P0819-37//Gresham School
2647 Gresham Drive
Rezone to VH Inst.
VH Bd. of Education
E1

P&Z Application
Page 5
JC

III. ACTION REQUESTED

Request that the above described property be zoned/rezoned

From: Jefferson County E-1

To: Vestavia Hills Institutional

For the intended purpose of: School Purposes

(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

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.

THE BOARD OF EDUCATION OF THE
CITY OF VESTAVIA HILLS, ALABAMA



Representing Agent (if any)/date

Superintendent Dr. Todd Freeman

Owner Signature/Date

Given under my hand and seal
this 24th day of June, 2019.

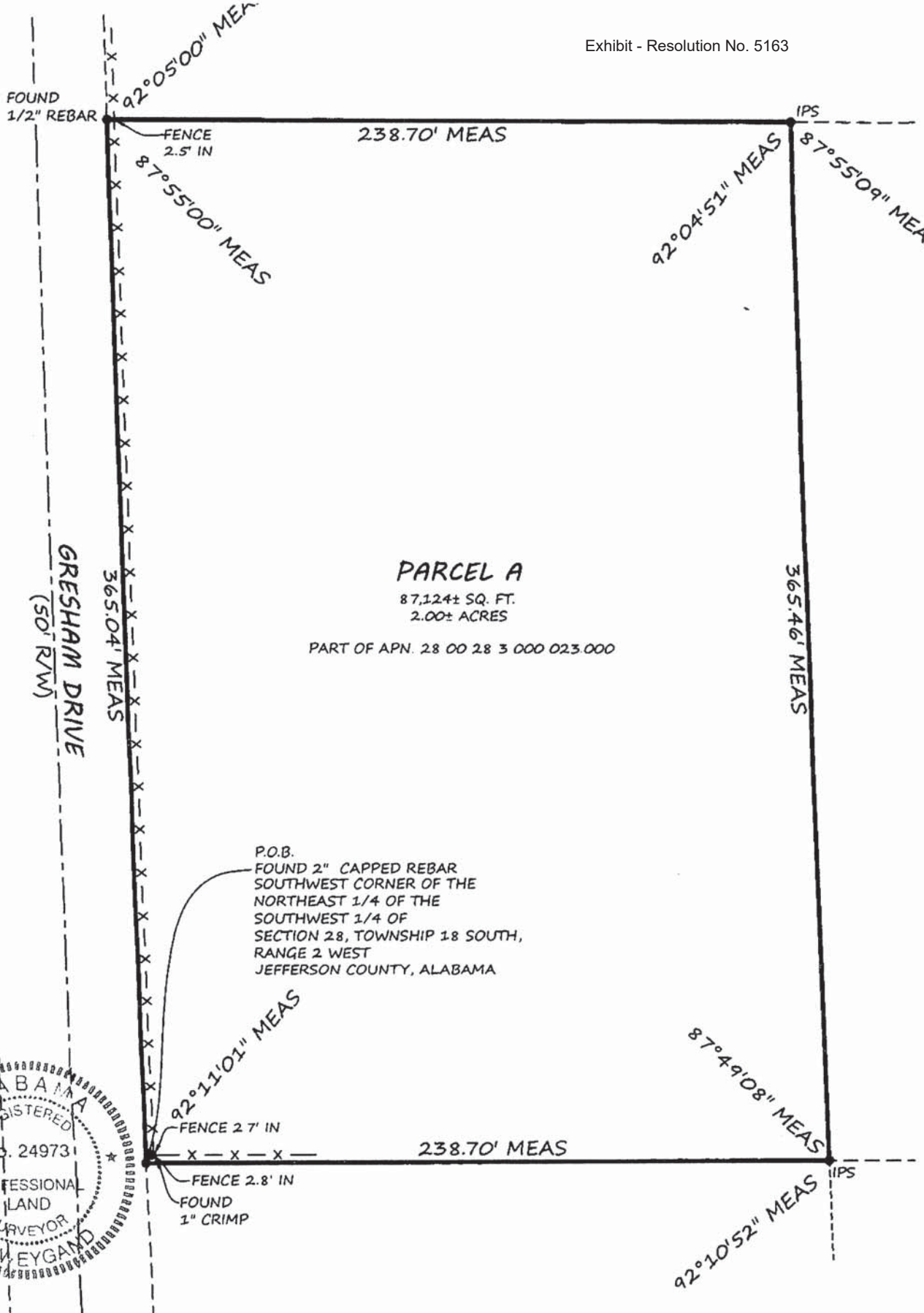
Patricia H. Boyce
Notary Public

My commission expires Sixth
day of July, 2020.

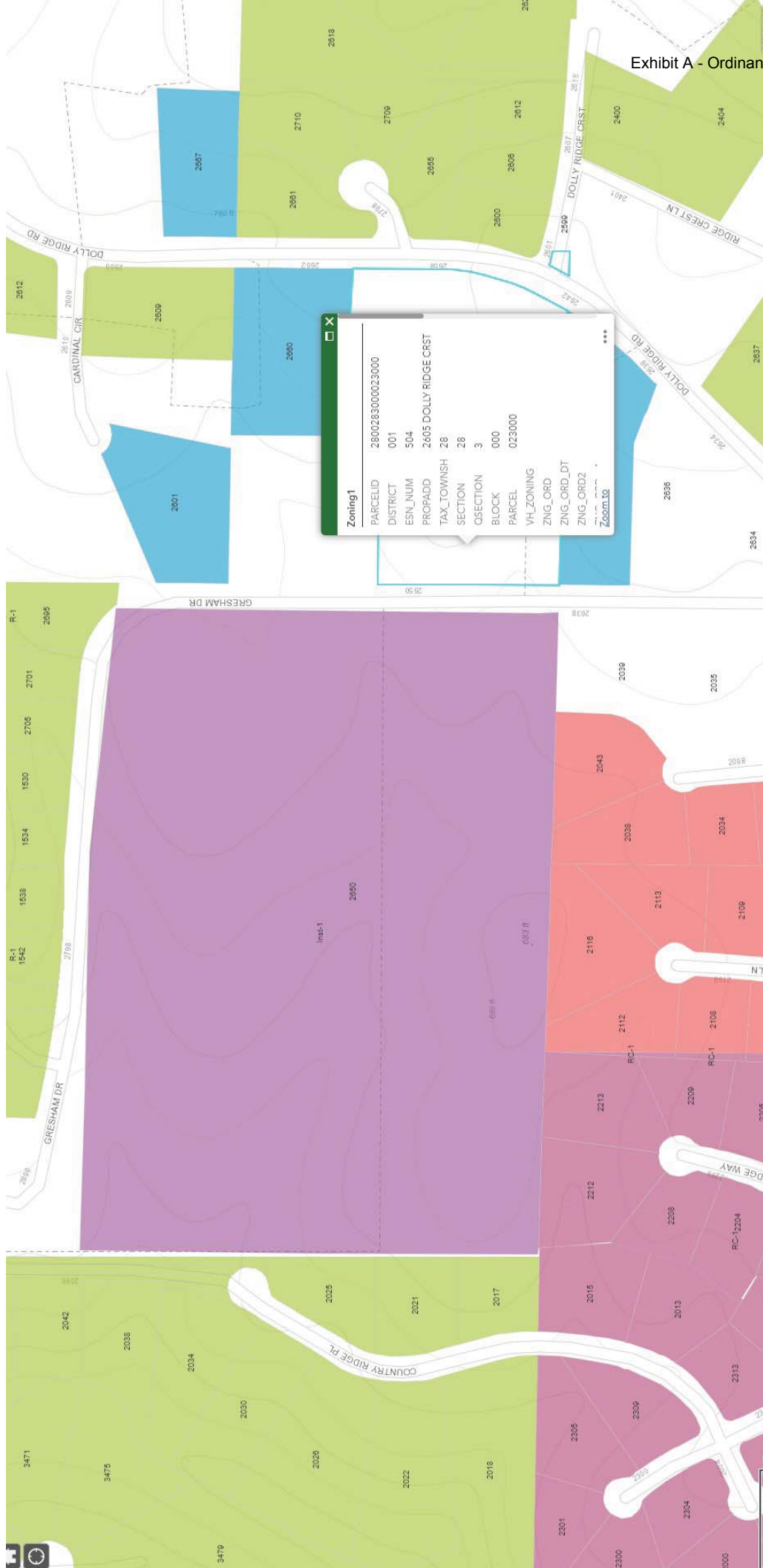


LEGEND

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- IN SANITARY
- JTM STORM
- UTIL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- ⊕ CENTERLINE
- A/C AIR CONDITIONER
- POLE
- X— ANCHOR
- X- FENCE
- X—X—X— POWER LINE
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- oLGT LIGHT
- COV COVERED
- ▨ DECK
- ⊙ CONCRETE
- ▨ WALL



LEGAL DESCRIPTION:



Zoning1	
PARCELID	2800283000023000
DISTRICT	001
ESN_NUM	504
PROPADD	2403 DOLLY RIDGE CRST
TAX_TOWNSHIP	28
SECTION	28
GSECTION	3
BLOCK	000
PARCEL	023000
VHL_ZONING	ZNG_ORD
ZNG_ORD_DT	ZNG_ORD2
Zoom	10

ORDINANCE NUMBER 2874

AN AMENDING ORDINANCE NUMBER 2110 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 REQUIREMENTS OF ORDINANCE 2110 FOR REZONING OF THE PROPERTY TO VESTAVIA HILLS B-2 WITH REVISED RESTRICTIONS.

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That Ordinance Number 2110 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 R-1 to Vestavia Hills B-2;

Lot 1A, Resurvey of Lots 1 & 3, Topfield Subdivision, 42/72
Clint Gentry, Owner(s)

BE IT FURTHER ORDAINED, that said rezoning shall be conditioned upon the following revised conditions: (1) that the development be 2 separate lots for the construction of 2 commercial buildings (2) that only one curb cut be allowed for the entire development for access to Blue Lake Drive, said access to be located opposite of Pine Tree Drive; (3) that the buffers be approved by the Vestavia Hills Design Review Board at a minimum of 10' in width as required by the zoning code; (4) that said building shall be designed and constructed as a residential nature, said architectural style to be approved by the Vestavia Hills Design Review Board; (5) that 5' sidewalks be constructed along the front of the development abutting Blue Lake Drive; (6) that the uses approved for the development be limited to B-1 uses as specified in the zoning code with the further restriction that no convenience stores, dry cleaning plants, and/or food

service establishments be permitted; and (7) that a request be submitted by the applicant to the Chief of Police of the Vestavia Hills Police Department for a 4-way stop sign to be installed at the intersection of Pine Tree and Blue Lake Drive.

APPROVED and ADOPTED this the 14th day of October, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

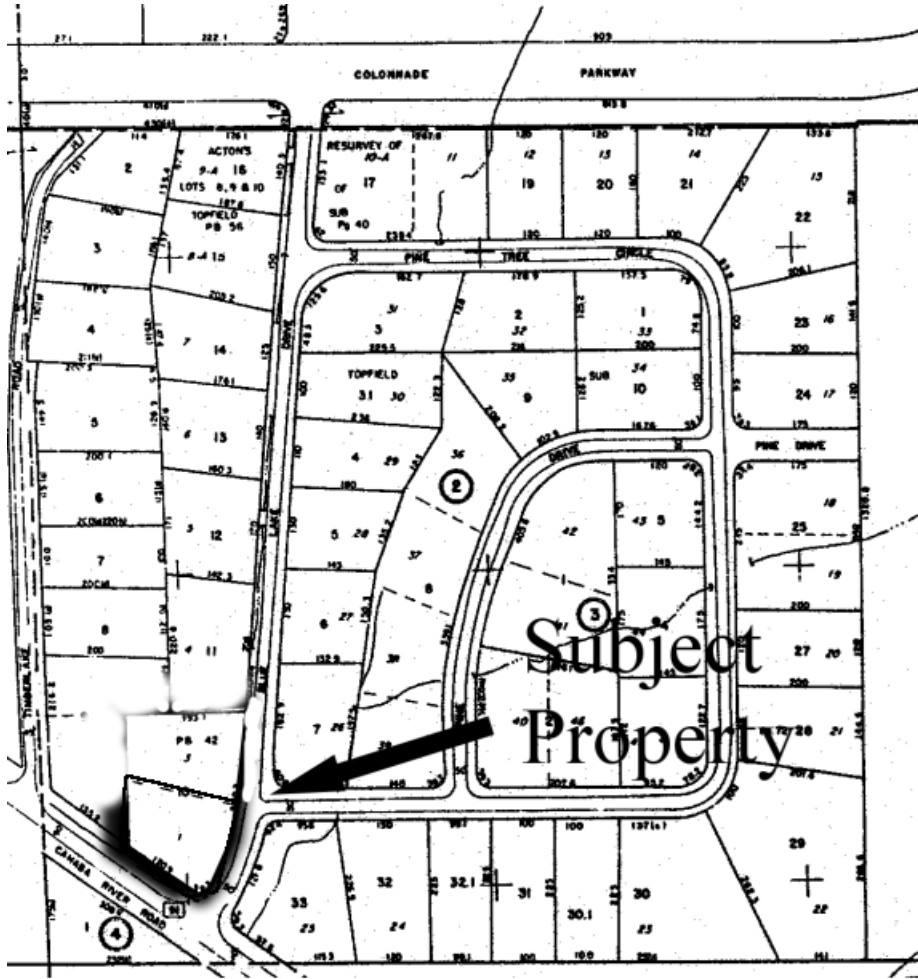
Rebecca Leavings
City Clerk

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 # 2874 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 14th day of October, 2019 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest Public Library, Vestavia Hills Civic Center and Vestavia Hills New Merkel House 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: **AUGUST 08, 2019**

- **CASE:** P-0819-40
- **REQUESTED ACTION:** Amendment to Ordinance 2110 to allow a two story development
- **ADDRESS/LOCATION:** 3100 Blue Lake Dr.
- **APPLICANT/OWNER:** R. Clint Gentry
- **GENERAL DISCUSSION:** When Ordinance 2110 was approved for this lot and its neighbor (3104 Blue Lake Dr.) on 9/19/05 with several conditions attached. The property has since changed ownership as well as the site plan. To meet the goals of the new development, the applicant is asking relief from conditions 2 & 5 or the rezoning ordinance. Condition 2 mandated a cross parking agreement between this lot and it's neighbor. That agreement has never been signed and is not needed since each individual lot can accommodate its own parking. Condition 5 limited the height to 1.5 stories, while the new development plan is seeking to build a 2-story structure. The building would have a pharmacy on the first floor with offices on the 2nd. The proposed site plan is attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the plan for retail/mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: No recommendation
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.

4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Gilchrist made a motion to amend Ordinance 2110, removing conditions 2 & 5, for the property located At 3100 Blue Lake Dr. 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. Larson – yes

Motion carried.

Mr. Vercher – yes

Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes

ORDINANCE NUMBER 2110

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 A PARCEL OF PROPERTY FROM VESTAVIA HILLS R-1 TO VESTAVIA HILLS B-2 WITH RESTRICTIONS.

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 to Vestavia Hills B-2;

Lots 1 & 3, Topfield Subdivision, 42/72
Billy and Sharron Turner, Owner(s)

BE IT FURTHER ORDAINED, that said rezoning shall be conditioned upon the following conditions: (1) that the development be 2 separate lots for the construction of 2 commercial buildings (2) that the development have a cross parking agreement to allow parking between facilities; (3) that only one curb cut be allowed for the entire development for access to Blue Lake Drive, said access to be located opposite of Pine Tree Drive; (4) that the buffers be approved by the Vestavia Hills Landscape and Architectural Control Committee at a minimum of 10' in width as required by the zoning code; (5) that the buildings be limited to 1 ½ stories in height; (6) that said buildings shall be designed and constructed as a residential nature, said architectural style to be approved by the Vestavia Hills Landscape and Architectural Control Committee; (7) that 5' sidewalks be constructed along the front of the development abutting Blue Lake Drive; (8) that the uses approved for the development be limited to B-1 uses as specified in the

zoning code with the further restriction that no convenience stores, dry cleaning plants, and/or food service establishments be permitted; and (9) that a request be submitted by the applicant to the Chief of Police of the Vestavia Hills Police Department for a 4-way stop sign to be installed at the intersection of Pine Tree and Blue Lake Drive.

APPROVED and ADOPTED this the 19th day of September, 2005.



Greg Canfield
Council President

ATTESTED BY:



Rebecca Leavings
Acting City Clerk

APPROVED BY:



Charles A. McCallum
Mayor

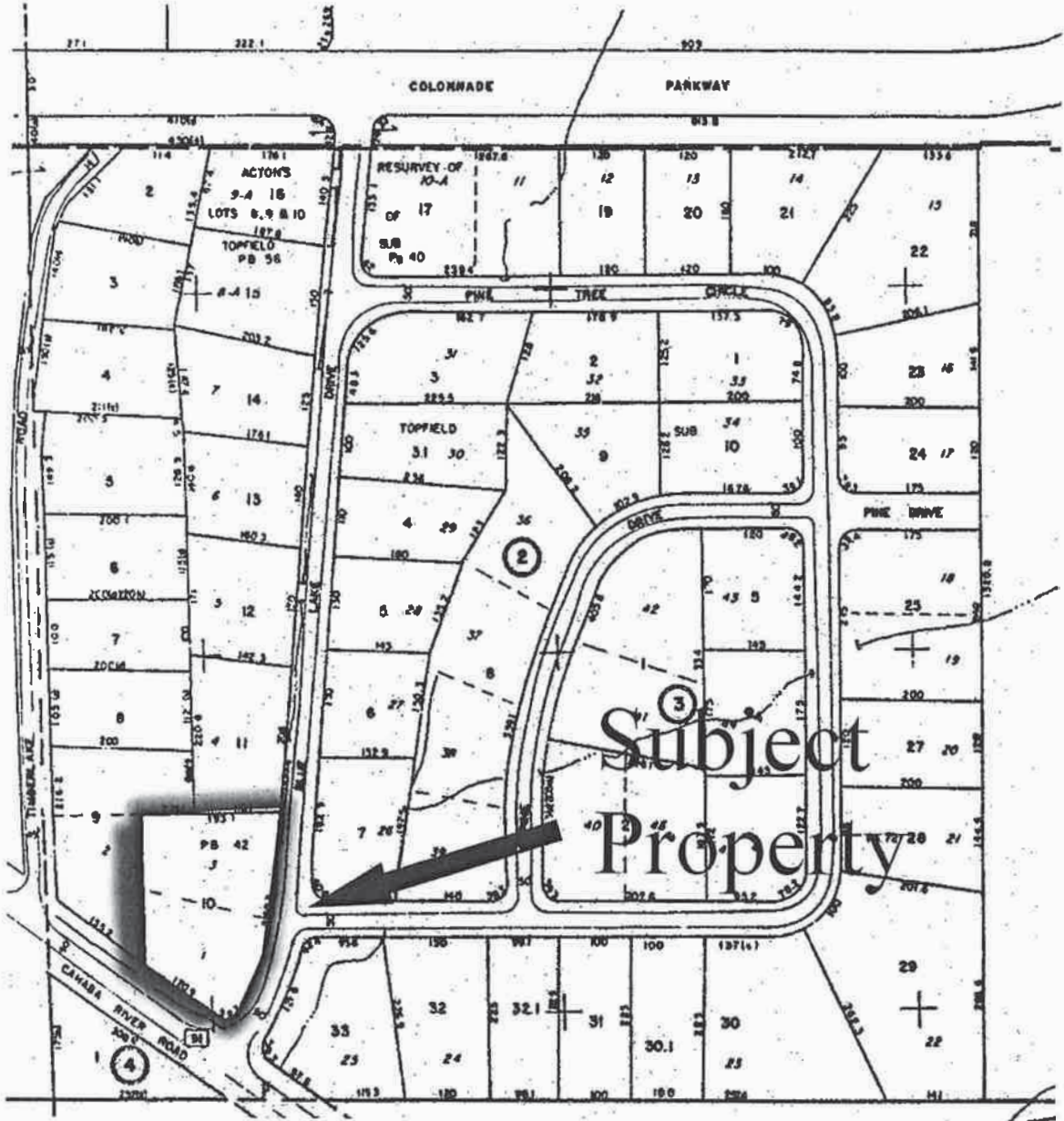
CERTIFICATION:

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 # 2110 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 1st day of August, 2005 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Richard M. Scruschy Public Library, Vestavia Hills City Center and Vestavia Hills Recreational Center this the 29th day of Sept., 2005.



Rebecca Leavings
Acting City Clerk





Gentry Pharmacy

Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West,
Jefferson County, Alabama

Sheet No.	Title Sheet		
Project No.	180027-01		
Date	June 12, 2019	Scale	None
Drawn		Checked	
C-0.0			

Gentry Pharmacy

3100 Blue Lake Drive, Vestavia Hills, Alabama

Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West,
Jefferson County, Alabama

Sheet #	Description
C-0.0	Title Sheet
C-0.1	General Notes
C-0.2	Existing Conditions (by others)
C-1.0	Site Plan
C-2.0	Utility Plan
C-3.0	Grading and Drainage Plan
C-4.0	CBMP Plan
C-5.0	Construction Details
Landscape Plans by Others	
L-1	Landscape Plan
L-2	Landscape Details

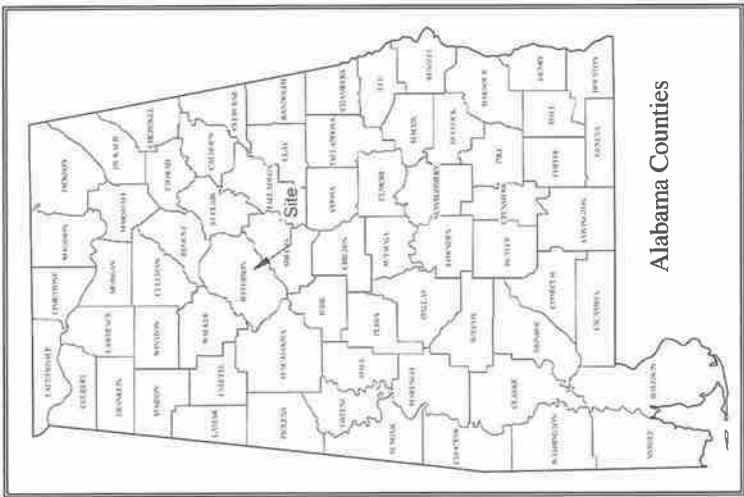


Exhibit A - Ordinance No. 2874

P0819-40//2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 Clint Gentry B2

Gentry Pharmacy

Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West, Jefferson County, Alabama

Existing Conditions

Project No.	2800274001010.001
Date	June 12, 2019
Scale	None
Drawing	

C-0.2

TOPOGRAPHIC AND
BOUNDARY SURVEY
SITUATED IN THE SW 1/4 OF THE SE 1/4 OF
SECTION 21, TOWNSHIP 18 SOUTH, RANGE 2 WEST
OF JEFFERSON COUNTY, ALABAMA
DATE: 06/12/2019



Town & C. PREPARED BY:
2723 S. POPE LANE
PRINCETON, ALABAMA 36067
PHONE # (205) 831-3216

P0819-40//2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 Clint Gentry B2

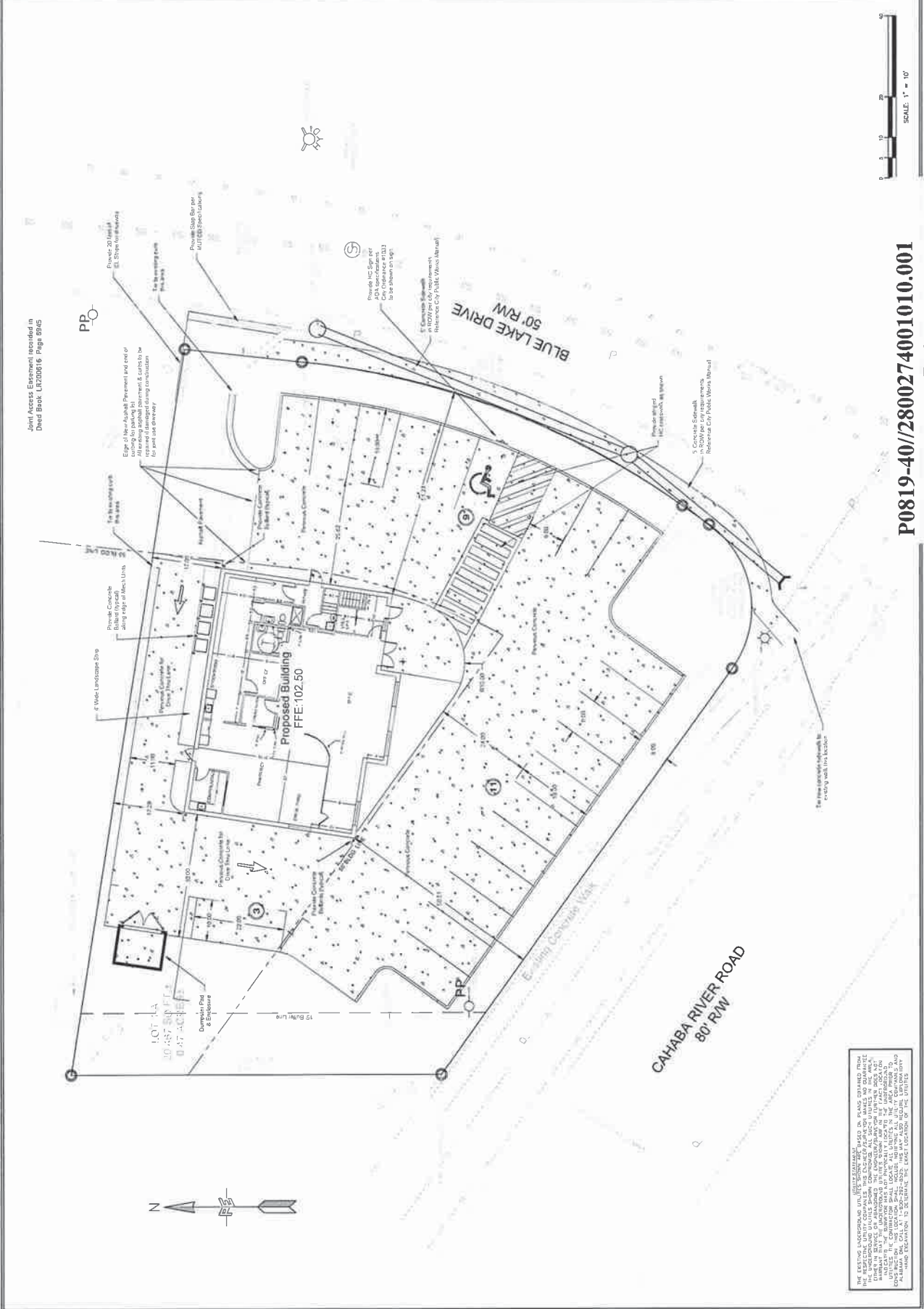
Presnell
 505 S. R. B. Bldg.
 1000 Olive AL 35117
 P 205.417.2322
 F 205.417.2322

Gentry Pharmacy
 Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West
 Jefferson County, Alabama

Site Plan

File # 18-0027-04
 Date: June 12, 2018
 Scale: 1"=10'
 Drawing: C-1.0

Exhibit A - Ordinance No. 2874



THE EXISTING UNDERGROUND UTILITIES SHOWN ARE BASED ON PLANS OBTAINED FROM THE UNDERGROUND UTILITIES DIVISION OF THE CITY OF ALABAMA. THE EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION, DEPTH, OR CHARACTER OF SUCH UTILITIES. THE USER OF THESE PLANS SHALL VERIFY THE LOCATION, DEPTH, AND CHARACTER OF SUCH UTILITIES AT ALL TIMES IN THE AREA PRIOR TO ANY CONSTRUCTION. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF ALABAMA.

P0819-40/2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 B2
 Clint Gentry



Presnell
 ENGINEERING
 10000 Highway 100
 Marietta, GA 30067
 P 770.427.1232
 F 770.427.1233



Gentry Pharmacy

Being situated in the SW 1/4 of the SE 1/4 of Section 21, Township 18 South, Range 2 West,
 Jefferson County, Alabama

Grading & Drainage Plan

Project No: 18-002-001
 Date: June 12, 2019
 Scale: 1" = 10'
 Drawing: C-3.0



Site Storm Water Drainage:

Grading site conditions are as depicted for existing and proposed. The site is currently being used for improved parking for the adjacent property owner. Storm water from the site will be conveyed along main city streets. This will allow a majority of the storm water from the site to infiltrate back into the ground and reduce the storm water runoff from the proposed improvements.

The development Peak Discharge
 Wrexford CMA Value: 70
 Q253: 1.3 CFS

The development Peak Discharge
 Wrexford CMA Value: 74
 Q253: 2.1 CFS

There is an instance of 0.3 cfs in peak discharge for the 25-year storm. However, there will be no adverse impact to any adjacent or downstream properties of the adjacent right of way.

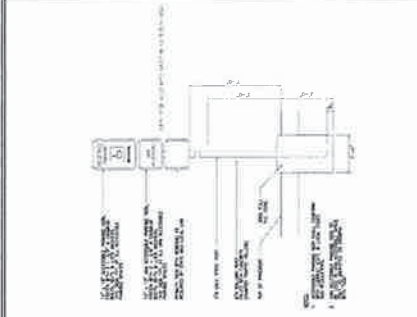
THE EXISTING UNDERGROUND UTILITIES LOCATIONS, DEPTHS, AND KINDS, AS SHOWN ON THIS PLAN, WERE OBTAINED FROM THE RECORD DRAWINGS OF THE CITY OF MARIETTA, GEORGIA. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE EXISTING UTILITIES AND HAS FOUND NO DISCREPANCIES. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE EXISTING UTILITIES AND HAS FOUND NO DISCREPANCIES. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE EXISTING UTILITIES AND HAS FOUND NO DISCREPANCIES.

P0819-40//2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 Clint Gentry B2

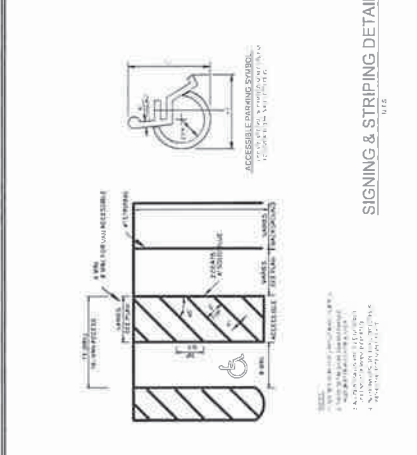


Gentry Pharmacy
 Being Sited in the SW 1/4 of Section 21, Township 18 South, Range 2 West,
 Jefferson County, Alabama

Project No. 18-001-001
 Date: June 12, 2019
 Drawing: C-5.0
 Construction Details



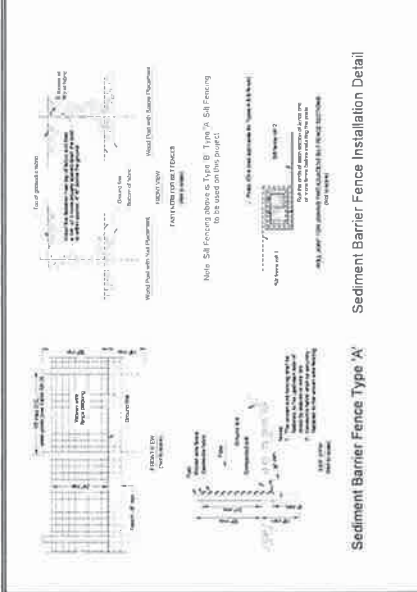
SIGNING & STRIPING DETAIL



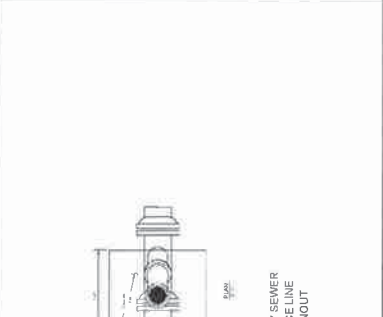
CONSTRUCTION EXIT PAD



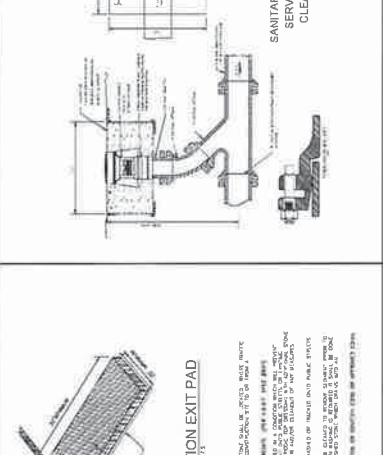
CONCRETE SIDEWALK IN CITY RIGHT-OF-WAY



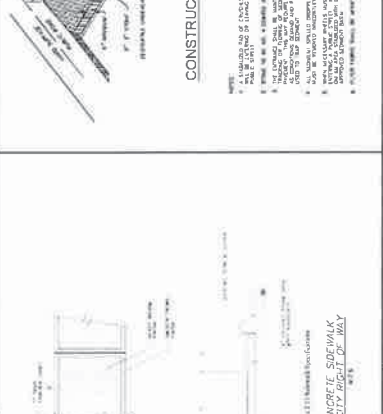
Sediment Barrier Fence Type 'A'



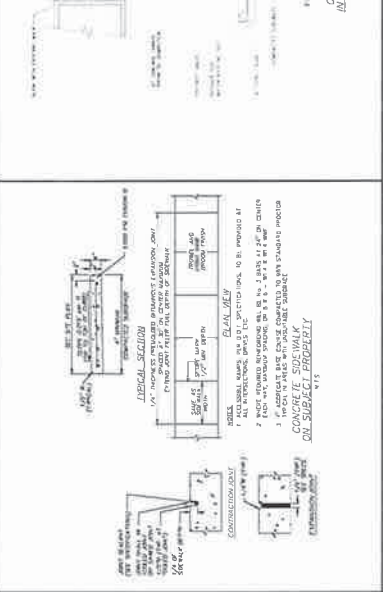
SANITARY SEWER SERVICE LINE CLEANOUT



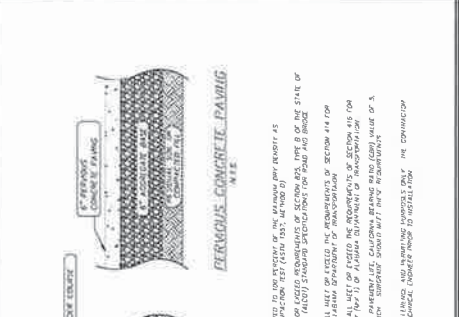
RAISING SPECIFICATION



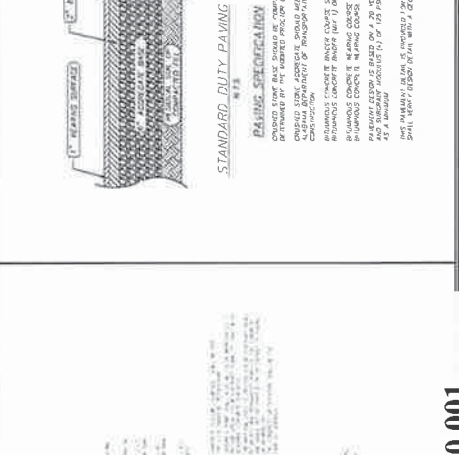
CROSSWALK DETAIL



Sediment Barrier Fence Type 'B'



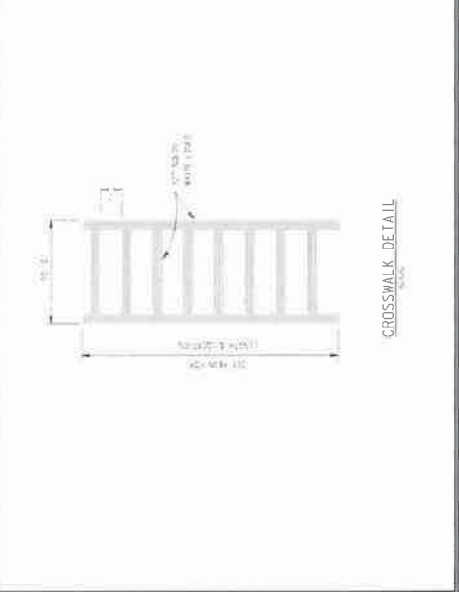
CONCRETE SIDEWALK IN CITY RIGHT-OF-WAY



CONCRETE SIDEWALK IN CITY RIGHT-OF-WAY

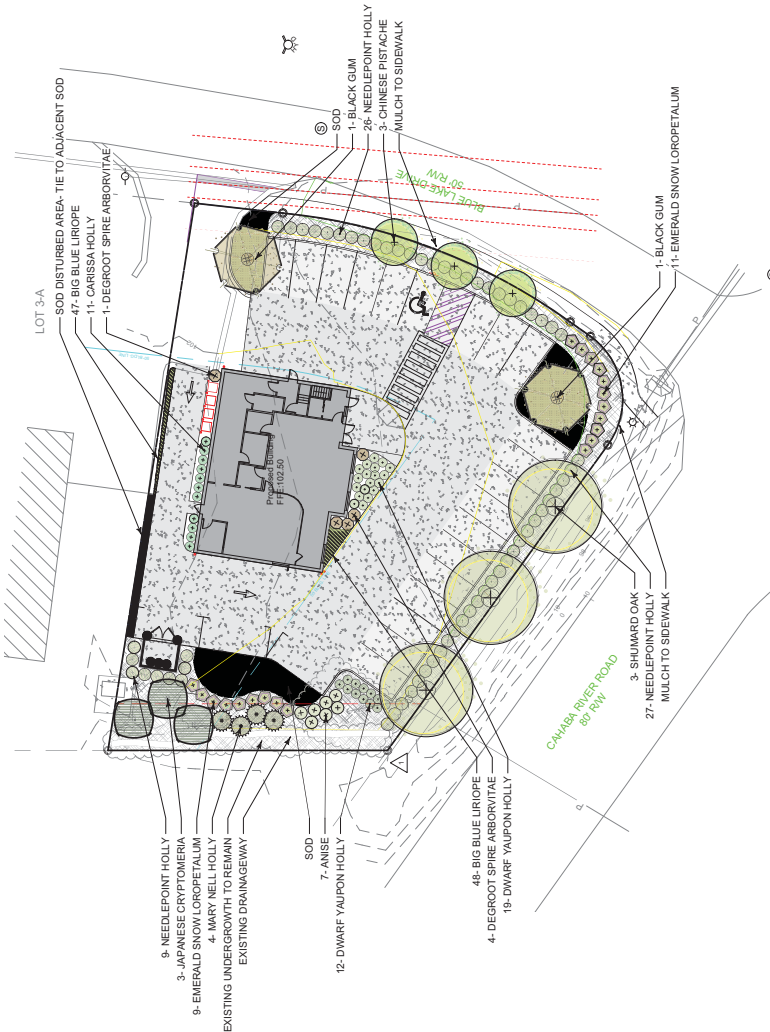


CONCRETE SIDEWALK IN CITY RIGHT-OF-WAY



CONCRETE SIDEWALK IN CITY RIGHT-OF-WAY

P0819-40//2800274001010.001
3100 Blue Lake Drive
 Revised B2 for 2 story building
 Clint Gentry B2



Count	Scientific Name	Common Name	Size	Spacing	Root	Remarks
4	Ilex 'Mary Nell'	Mary Nell Holly	6-8' Ht.	As Indicated	B&B	Full to ground
3	Cydonia japonica 'Yoshino'	Japanese Cydonia	12' Ht.	As Indicated	B&B	Full to ground
3	Diospyros 'Carissa'	Carissa Holly	As Indicated	As Indicated	B&B	Full to ground
2	Diospyros 'Shumardii'	Shumard Oak	2-2 1/2' cal.	As Indicated	B&B	Full Head
2	Nyssa sylvatica	Black Gum	2-2 1/2' cal.	As Indicated	B&B	Full Head
5	Thuja occidentalis 'Smaragd'	Emerald Arborvitae	4-5' Ht.	4' o.c.	Cont.	Full Plant
1	Thuja occidentalis 'Smaragd'	Emerald Arborvitae	16' Ht.	4' o.c.	Cont.	Full Plant
62	Ilex cornuta 'Needlepoint'	Needlepoint Holly	15-24' Ht.	4' o.c.	Cont.	Full Plant
31	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	15-18' sp.	3' o.c.	Cont.	Full Plant
7	Illicium parviflorum	Anise	15-24' Ht.	4' o.c.	Cont.	Full Plant
20	Viola 'Shang-Hi'	Purple Diamond Loropetalum	18-24' sp.	4' o.c.	Cont.	Full Plant
85	Liriodendron 'Big Blue'	Big Blue Liriope	1 gal.	18' o.c.	Cont.	Full Plant
SOD	Cynodon dactylon '419'	Bermuda Sod		Solid Sod		Solid sod



DATE:	May 11, 2019
PROJECT NUMBER:	19-0001
DRAWN:	DP
REVIEWED:	DP
SHEET TITLE:	

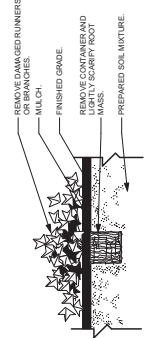
Planting Details
 SHEET NUMBER:
 L-2.00
 SOURCE:

GENERAL PLANTING NOTES

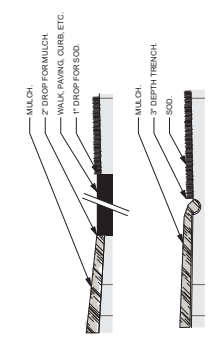
1. CONTRACTOR SHALL VERIFY ALL PLANT SPECIFICATIONS ON ALL PLANTING NOTES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING UTILITIES AND TO IDENTIFY ANY UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION. LOCATING ALL EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL SUCH CONDITIONS TO HIS SATISFACTION. NO CHANGE IN CONTRACT PRICE WILL BE GRANTED FOR FAILURE TO OBSERVE THIS NOTE.
3. CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES AND PLANTING AREA DIMENSIONS AND REPORT ANY DIFFERENCES TO THE ARCHITECT IMMEDIATELY UPON DESIGN INTENT AND BEFORE ANY DIFFERENCES IN QUANTITIES OR PLANTING AREA DIMENSIONS ARE OBSERVED OR IMPLIED BY THESE PLANS. AT ANY TIME THROUGHOUT THE PROJECT.
4. ALL TREES AND SPECIMEN PLANT MATERIAL SHALL BE LOCATED BY THE CONTRACTOR AT THE LANDSCAPE ARCHITECT'S DESIGNATED LOCATIONS AND SPECIFICATIONS. CONTRACTOR SHALL TAKE TREE LOCATIONS AND LAYOUT DIMENSIONS 48 HOURS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL SUCH CONDITIONS TO HIS SATISFACTION. NO CHANGE IN CONTRACT PRICE WILL BE GRANTED FOR FAILURE TO OBSERVE THIS NOTE.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 2% SLOPE OR GREATER IN ALL PLANT CLEARANCE AND DISPOSE OF OFF OWNERS PROPERTY ALL DEBRIS, WASTE AND EXCESS CLEANING MATERIALS FOLLOWING COMPLETION AND LEAVE NEAT, CLEAN AND READY FOR OWNERS USE.
6. CONTRACTOR SHALL GUARANTEE ALL WORK AND PLANT MATERIAL, INCLUDING SEED AND/OR PLANTS, TO BE WELL FORMED, VIGOROUS GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS, AND DISEASES. PLANTS STANDARDS FOR NURSERY STOCK AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC. SHALL APPLY TO ALL PLANTS AND SPECIMEN PLANT MATERIAL. ALL PLANTS AND SPECIMEN PLANT MATERIAL SHALL BE PLANTED WITH A SOIL MIXTURE CONSISTING OF 50% TOP SOIL AND 50% ORGANIC MATERIAL.
7. ALL PLANTING BEDS AND TREE PITS SHALL BE MULCHED WITH A 2" SETTLED LAYER OF BARK OR OTHER MULCH. MULCH SHALL BE PLANTED WITHIN 1' OF BUILDING WALLS.
8. ALL PLANTING BEDS AND TREE PITS SHALL BE MULCHED WITH A 2" SETTLED LAYER OF BARK OR OTHER MULCH. MULCH SHALL BE PLANTED WITHIN 1' OF BUILDING WALLS.
9. EXCAVATE EDGE OF ALL PLANTING BEDS TO 4" DEPTH TO FORM A NEAT, CRISP EDGE.
10. BEYOND ALL PLANTING HOLES AT TIME OF PLANTING WITH AGRIFORM FERTILIZATION TABLETS.
11. AMEND ALL PLANTING HOLES AT TIME OF PLANTING WITH AGRIFORM FERTILIZATION TABLETS.
12. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
13. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
14. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
15. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
16. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
17. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
18. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
19. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
20. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
21. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.
22. CONTRACTOR SHALL PROVIDE 12 MONTH WARRANTY FOR ALL WORK AND MATERIALS.

IRRIGATION NOTES:

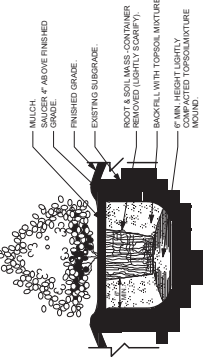
1. VERIFY REQUIRED PRESSURE PRIOR TO CONSTRUCTION INCLUDE PRESSURE.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE POWER SUPPLY REQUIREMENTS.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN BUILD IRRIGATION SYSTEM INCLUDING M/F, PIPES, HEADS, CONTROLLER, ETC.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL SLEEVING AS REQUIRED PER SITE CONDITIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ALL IRRIGATION EQUIPMENT AND MATERIALS.
6. PROVIDE ALL LABOR, MATERIALS, APPLIANCES, EQUIPMENT, SERVICES AND INCIDENTALS REQUIRED BY THE DRAWINGS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE IRRIGATION SYSTEM INDIVIDUAL PLANTING AREA COVERAGE. NOTIFY LANDSCAPE ARCHITECT FOR VERIFICATION OF ALL IRRIGATION COVERAGE.
8. IRRIGATION HEADS SHALL BE PLACED AT A MINIMUM 1' FROM FINISHED GRADE AND LATERALS TO A DEPTH OF 12" MINIMUM. AS NOTED AS REQUIRED TO SERVE NEW PLANTINGS AND ANIMALS EACH SHALL BE PROVIDED WITH THEIR OWN ZONE. SOO, SHRUBS AND GROUNDCOVER SHALL BE ON SEPARATE ZONES.
9. IRRIGATION HEADS SHALL BE PROVIDED WITH THEIR OWN ZONE. SOO, SHRUBS AND GROUNDCOVER SHALL BE ON SEPARATE ZONES.
10. IRRIGATION HEADS SHALL BE PROVIDED WITH THEIR OWN ZONE. SOO, SHRUBS AND GROUNDCOVER SHALL BE ON SEPARATE ZONES.
11. COORDINATE THE LOCATION OF THE CONTROLLER WITH THE OWNER.
12. CLEANUP AND DISPOSE OF OFF OWNERS PROPERTY ALL DEBRIS, WASTE AND EXCESS CLEANING MATERIALS FOLLOWING COMPLETION AND LEAVE NEAT, CLEAN AND READY FOR OWNERS USE.
13. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AUTHORITIES. OBTAIN ALL PERMITS, LICENSES, ETC. REQUIRED FOR EXECUTION OF WORK.
14. ALL IRRIGATION SHALL BE IN PERFECT WORKING ORDER AND IN NEW CONDITION AT CLOSE OF PROJECT.
15. ALL IRRIGATION HEADS IN SHRUB BEDS ARE TO BE 12" POP-UPS. HEADS LOCATED IN SOO ARE TO BE 4" POP-UPS.



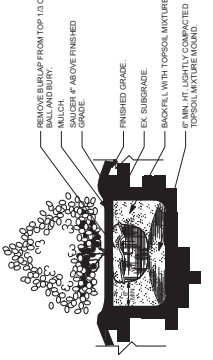
6 Groundcover Planting Detail
 Not To Scale



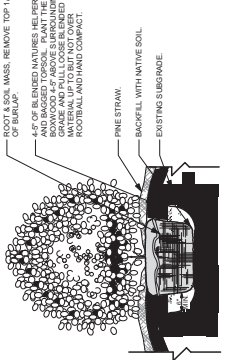
7 Edging Detail
 Not To Scale



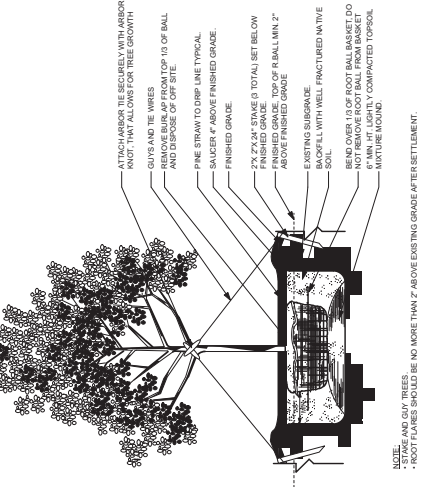
3 Container Shrub Planting Detail
 Not To Scale



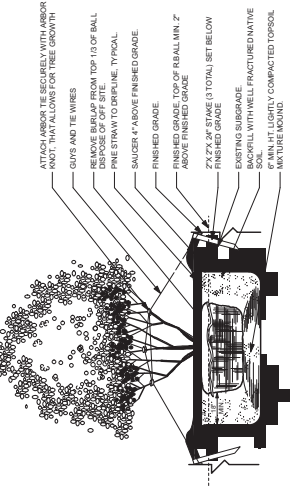
4 B&B Shrub Planting Detail
 Not To Scale



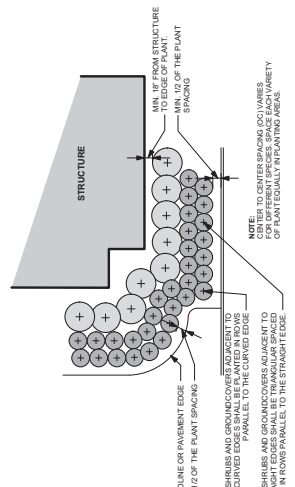
5 Boxwood Planting Detail
 Not To Scale



1 Tree Planting Detail
 Not To Scale



2 Multi-Trunk Tree Planting Detail
 Not To Scale



9 Typical Plant Layout Detail
 Not To Scale

LIST OF APPROVED NURSERIES:

- HUNTER TREES, LLC**
 Toll Free: 1-800-348-8837
 Phone: 706-769-8879
 Fax: 706-769-4528
 Sales: sales@huntertrees.com
 Mailing Address: P.O. Box 382733
 35298-2733, Chelsea
 Physical Address: 1800 Oak Springs Rd.
 Bishop, GA 30621
- SELETT TREES, INC.**
 Toll Free: 1-800-548-5064
 Phone: 706-769-8879
 Fax: 706-769-4528
 Sales: sales@selettrees.com
 Mailing Address: P.O. Box 382733
 35298-2733, Chelsea
 Physical Address: 1800 Oak Springs Rd.
 Bishop, GA 30621
- PLANTATION TREE COMPANY**
 Toll Free: 1-800-548-5064
 Telephone: (334) 875-9176
 Fax: (334) 872-9021
 Physical Address: 150 County Rd. 15 South
 Geneva, Alabama 36745
- GREEN VALLEY FARMS**
 Phone: 205-665-1935
 sales: greenvalleyfarms.com
 Physical Address: 10000 Green Valley Rd.
 Montevallo, AL 35114-8730
- ROLD SPRINGS NURSERY, INC.**
 Office: 770-267-9198
 Fax: 770-267-8803
 Physical Address: 3920 Road Springs Rd.
 Monroeville, GA 30056
- TOTAL SCAPES FARMS**
 Office: 205-422-7577
 Sales: 205-422-7577
 Physical Address: 216 1st St N.
 Sales: 205-422-7577
 Physical Address: 216 1st St N.
 Montevallo, AL 35114-8730

ADDITIONAL NURSERIES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.

RESOLUTION NUMBER 5190

**A RESOLUTION TO APPROVE A PLAN FOR STREET RESURFACING
PURSUANT TO THE REQUIREMENTS OF THE REBUILD ALABAMA
ACT**

WHEREAS, the Rebuild Alabama Act (“Act”) was effective on September 1, 2019; and

WHEREAS, newly anticipated revenue earmarked from the Act which is anticipated for the City of Vestavia Hills, Alabama for fiscal year 2020 is estimated at \$146,400; and

WHEREAS, the new resources will be used to resurface residential streets within the City of Vestavia Hills; and

WHEREAS, provisions of the Rebuild Alabama Act requires City Council approval for use of the new revenues; and

WHEREAS, the City maintains a three-year plan for resurfacing that will utilize the new resources derived from the Act along with existing resurfacing funds to implement a plan; and

WHEREAS, the City Engineer and the City Manager have reviewed and revised the City’s three-year plan for resurfacing and have recommended approval of said plan to utilize both existing as well as new revenues derived from the Act; and

WHEREAS, a copy of said three year plan is marked as Exhibit A, attached to and incorporated into this Resolution Number 5190 as if written fully therein; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to adopt said plan as recommended by the City Manager.

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

1. The attached Exhibit A is hereby approved and adopted by the Mayor and City Council to be the approved plan for street resurfacing for the City from both existing anticipated FY2020 revenue as well as new revenue derived from the Act; and
2. Said approved three-year plan shall be maintained on the City's website; and
3. This Resolution Number 5190 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 14th day of October, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

2019-2022 PAVING LIST

Linear Footage	Miles	Est SY	Est TN @ 165 #/SY
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CAHABA HEIGHTS				
Bearden Court	970	0.18	2323	192
Bearden Drive	1580	0.30	3872	319
Fairhaven Drive	708	0.13	1337	110
Firewood Drive	870	0.16	2065	170
Greendale Road	2150	0.41	5773	476
Oakview Lane	800	0.15	1584	131
Old Overton Road (Overton Road to Vestavia Hills municipal limits)	3300	0.63	8870	732
Old Wood Lane	1130	0.22	2839	234
Pump House Road (City of Mtn Brook to Dolly Ridge)	1900	0.40	5632	465
Poe Drive	1032	0.20	2064	170
Portion of Ridgely Drive (Crosshaven Drive to White Oak Drive)	1320	0.25	3227	266
Ridgely Court	870	0.16	2065	170

TOTAL MILES	3.11
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COLUMBIANA ROAD/TYLER ROAD				
Chatwood Road	920	0.18	2534	209
Edinborough Lane	660	0.12	1690	139
Fleetway Drive	1550	0.29	4083	337
Frontier Drive	580	0.11	1549	128
Kingswood Road	600	0.12	1690	139
Vestavia Villas Lane	490	0.09	1089	90
Willow Brook Lane	890	0.17	2394	197

TOTAL MILES	1.08
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HIGHWAY 31 - EAST SIDE				
Cloud Croft Circle	670	0.13	1787	147
Comer Circle	1550	0.29	4083	337
Comer Drive	1290	0.24	3379	279
Comer Place	1210	0.23	3238	267
Forestview Lane	1120	0.21	2957	244
Green Glen Road	1020	0.19	2675	221
Panorama Trail	2650	0.50	7040	581
Shades Crest Circle	350	0.07	903	75
Vesthaven Circle	200	0.04	563	46
Vesthaven Way	1700	0.32	4506	372
Vestaven Way E	2090	0.40	5632	465
Vista Circle	300	0.06	845	70
Vista Lane	1400	0.27	3802	314
Wickford Road	3060	0.60	8448	697
Willoughby Road	2640	0.50	7040	581
Woodhue Circle	1080	0.20	2816	232

TOTAL MILES	4.25
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HIGHWAY 31 - WEST SIDE				
Beverly Hills Drive	2000	0.38	5350	441
Brookdale Lane	1900	0.36	5069	418
Canton Road	1150	0.22	3098	256
Catala	2130	0.40	5632	465
Cedarbark Lane	1460	0.27	3802	314
Cedarwood Road	2530	0.48	6758	558
Creek Lane	360	0.07	986	81
Forest Haven Ln	1020	0.19	2675	221
Mission Road	2180	0.41	5773	476
Old Creek Trail	4270	0.81	11405	941
Old Orchard Road	2900	0.55	7744	639
Pinecrest Lane	540	0.10	1408	116
Shades View Lane	1740	0.33	4646	383
Southridge Drive	1230	0.23	3238	267
Southview Terrace	1120	0.21	2957	244
Southwood Road (West of Highway 31)	3370	0.64	9011	743
Vestavia Forest Drive	2340	0.44	6195	511
Waldridge Road	2760	0.52	7322	604

TOTAL MILES	6.61
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RESOLUTION NUMBER 5192

**A RESOLUTION RE-APPOINTING A MEMBER TO
THE VESTAVIA HILLS DESIGN REVIEW BOARD**

WHEREAS, the Mayor has recommended the reappointment of Jeff Slaton to the Vestavia Hills Design Review Board in an email dated October 1, 2019. A copy of said email is marked as Exhibit A and is attached to and incorporated into this Resolution Number 5192 as though written fully therein; and

WHEREAS, the Council concurs with the Mayor's recommendation.

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

1. Jeff Slaton is hereby reappointed to the Vestavia Hills Design Review Board effective October 1, 2019; and
2. Said appointments shall expire on October 1, 2022; and
3. This Resolution Number 5192 shall become effective upon approval and adoption.

APPROVED AND ADOPTED this the 14th day of October, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

Subject: FW: 10/14

From: Ashley Curry

Sent: Tuesday, October 01, 2019 11:00 AM

To: Dennis Weaver <dweaver@vhal.org>; George Pierce <gpierce@vhal.org>; Kimberly Cook <kcook@vhal.org>; Paul Head <phead@vhal.org>

Cc: Rebecca Leavings <RLeavings@vhal.org>; Conrad Garrison <CGarrison@vhal.org>; Jeff Downes <jdownes@vhal.org>

Subject: Design Review Board Appointment

All,

Jeff Slaton's term on the Design Review Board (DRB) expired on September 30, 2019. I am nominating him to be reappointed to the DRB (3 year term). As you may recall, he was nominated and approved to complete the unexpired term of former member, David Blackmon.

Pursuant to Ordinance 2332, this is a "select" group inasmuch as members are licensed architects, landscape architects, horticulturists, or similar backgrounds. The lone exception to these requirements is the resident appointee (a citizen). That spot is currently held by Mae Coshatt. The ordinance authorizes a mayoral nomination with council approval.

I am asking Becky to place this on the next council meeting agenda for your consideration.



ASHLEY C. CURRY

Mayor

P 205 978 0130 | vhal.org

City of Vestavia Hills



WWW.ALIFEABOVE.ORG

RESOLUTION NUMBER 5193

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR AMERICAN MULTI CINEMA INC; KEVIN
MICHAEL CONNER, ADAM MAXIMILLIAN ARON
AND JOHN DAVID MCDONALD, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for American Multi Cinema Inc, located at 1911 Kentucky Avenue, Vestavia Hills, Alabama, for the on-premise sale of 160 - Special Retail - More than 30 Days; Kevin Michael Conner, Adam Maximillian Aron and John David McDonald, executives.

APPROVED and ADOPTED this the 14th day of October, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: October 10, 2019

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk


RE: Alcohol License Request – 160 - Special Retail - More than 30 Days

Please find attached information submitted by Kevin Michael Conner, Adam Maximillian Aron and John David McDonald who request an alcohol license to sell 160 - Special Retail - More than 30 Days at the American Multi Cinema Inc, 1911 Kentucky Avenue, Vestavia Hills, Alabama.

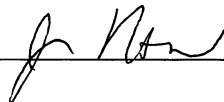
I am scheduling this case to be heard by the City Council on 14th day of October, 2019 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

	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
	Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests
	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

Reviewed: _____





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191007160417203

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** \$250.00 **County:** \$250.00

Type License: **State:** **County:**

Trade Name: AMC DINE IN VESTAVIA HILLS 10 **Filing Fee:** \$50.00

Applicant: AMERICAN MULTI CINEMA INC **Transfer Fee:**

Location Address: 1911 KENTUCKY AVE VESTAVIA HILLS, AL 35216

Mailing Address: 11500 ASH STREET LEAWOOD, KS 66211

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: LLC

Book, Page, or Document info: 00130242

Date Incorporated: 07/25/1968 **State incorporated:** MO **County Incorporated:**

Date of Authority: 05/02/2017 **Alabama State Sales Tax ID:** R0000000

Federal Tax ID: 43-0908577

Name:	Title:	Date and Place of Birth:	Residence Address:
KEVIN MICHAEL CONNER T980831508 - MO	SENIOR VP/SECRETARY/GC	11/17/1962 KANSAS CITY MO	833 WESTOVER RD KANSAS CITY, MO 64113
ADAM MAXIMILLIAN ARON A650-013-54-350-0 - FL	PRESIDENT & CEO	09/30/1954 PHILADELPHIA, PA	5133 FISHER ISLAND DRIVE MIAMI BEACH , FL 33109
JOHN DAVID MCDONALD K02009453 - KS	EXECUTIVE VP	05/22/1957 MEDFORD OR	3140 W 138TH TERRACE LEAWOOD, KS 66209

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: JON ARCHER II

Business Phone: 251-626-7704

Fax:

Home Phone: 251-626-7704

Cell Phone: 251-626-7704

E-mail: JARCHER@JBPLAW.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: AMC VESTAVIA HILLS 10

Applicant: CARMIKE CINEMAS LLC

Previous License Number(s)

License 1: 011082037

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191007160417203

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **EXCEL VESTAVIA LLC 999-999-9999**
 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? **YES**
 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: **42287** Display Square Footage:
 Building seating capacity: **2110** Does Licensed premises include a patio area? **NO**
 License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
 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:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20191007160417203

Initial each

Signature page

[Signature]

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

[Signature]

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

[Signature]

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.

[Signature]

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.

N/A

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

[Signature]

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

[Signature]

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.

[Signature]

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.

[Signature]

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): *Jon Archer for American Multi-Cinema, Inc*

Signature of Applicant: *[Signature]* attorney in fact

Notary Name (print): *Shauna Mosley*

Notary Signature: *[Signature]*

Commission expires: *5/26/20*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

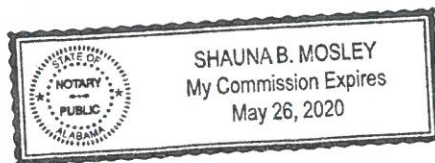
Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



ORDINANCE NUMBER 2875

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-5 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-5 (multi-family residential district) to Vestavia Hills R-9 (planned residential district):

2961 Green Valley Road
Magnum Properties, Owner(s)

Part of the NW ¼ of the NW ¼ of Section 22, Township 18, Range 2 West, more particularly described as follows:

Commence at the NW corner of Section 22, Township 18 South, Range 2 West, thence East along the north line of said Section for 353.0 feet to the point of beginning, that point being also on the south right-of-way line of Green Valley Road; thence continue on last described course and along said right-of-way of 160.0 feet; thence 88 degrees 22 minutes right and in a southerly direction 329.59 feet to a point on the north line of Wallace Murphy's property; thence 106 degrees 20 minutes 15 seconds right and parallel with the Birmingham Water Works Pipe Line right-of-way and along the north line of said Wallace Murphy's property and in a northwesterly direction for a distance of 166.65 feet; thence 73 degrees 09 minutes and 45 seconds right and in a northerly direction 287.27 feet to the point of beginning.

APPROVED and ADOPTED this the 28th day of October, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

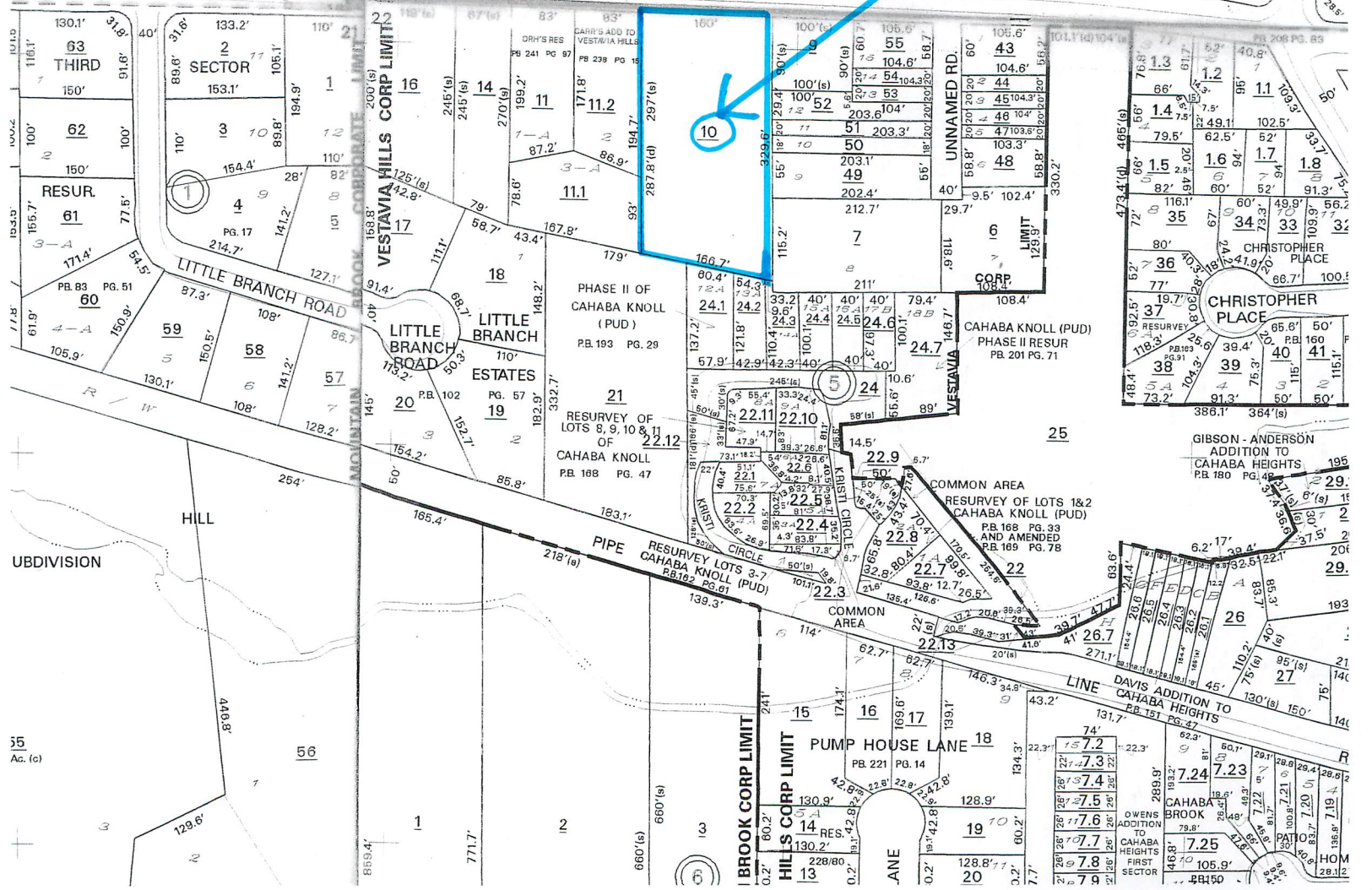
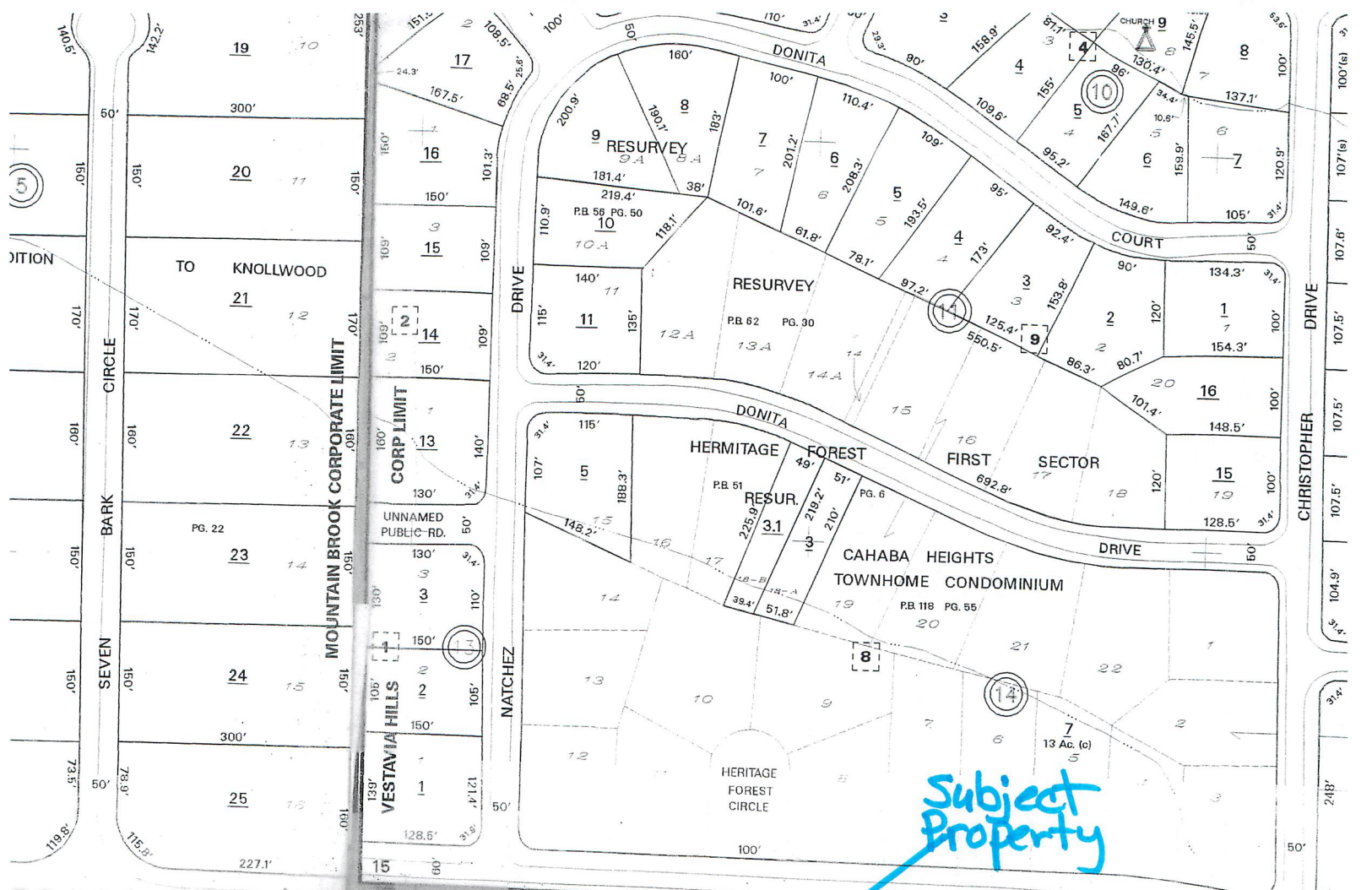
Rebecca Leavings
City Clerk

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 # 2875 is a true and correct copy of such 28th day of October, 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: **AUGUST 08, 2019**

- **CASE:** P-0819-38
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-5 to Vestavia Hills R-9
- **ADDRESS/LOCATION:** 2961 Green Valley Rd.
- **APPLICANT/OWNER:** Magnum Properties, LLC
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 2961 Green Valley Rd. from R-5 to R-9. The applicant would demolish the four unit apartment building and construct 11 single family homes/lots. The lots would have a front setback of 8', side setbacks of 5' between dwellings, and a rear setback of 10'. All roads, sidewalks and improvements will be private and maintained by a homeowner's association. The proposed site plan, renderings, and covenants are attached.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The plan states this property is for low density residential, however, it borders a medium residential single family product on both sides and would provide less density than an entitled multi-family development.
- **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 Rezoning from Vestavia Hills R-5 to Vestavia Hills R-9 for the property located At 2961 Green Valley Rd.. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Romeo – yes

Mr. Weaver– yes

Mr. Larson – yes

Motion carried.

Mr. Vercher – yes

Mr. Gilchrist – yes

Ms. Cobb – yes

Mrs. Barnes – yes

The Cottages on Green Valley

A RESIDENTIAL SUBDIVISION
 SITUATED IN THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF
 SECTION 22, TOWNSHIP 18 SOUTH, RANGE 2 WEST
 THE CITY OF VESTAVIA HILLS,
 JEFFERSON COUNTY, ALABAMA

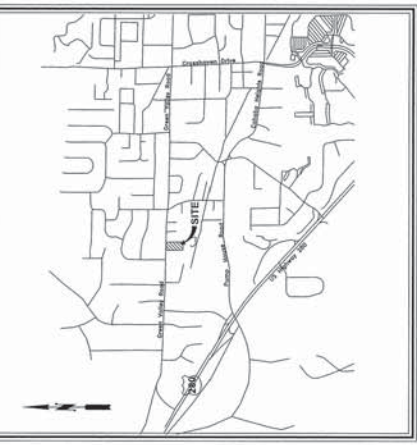
11 LOTS
 ZONED: R-9

PREPARED FOR:
 DEVELOPER:
 Magnum Properties, LLC
 2106 Devereux Circle
 Birmingham, Alabama 35243
 FED ID No. 63-1203282

CONTACT: PRICE HIGHTOWER
 (205) 970-2363

PROFESSIONAL CIVIL ENGINEER:  DATE: 6/27/19
 JOEL B. CHILDERS, AL. REG. NO. 22167

PROFESSIONAL LAND SURVEYOR:  DATE: 6/27/19
 BARTON F. CARR, AL. REG. NO. 16685



VICINITY MAP
 NOT TO SCALE

PID No. 28 00 22 2 005 010.000

BEFORE USING THESE LINES, CHECKS, CONVEY AND CONVEY GRANTS
 SHALL BE O.K. BY THE ATTORNEY OR COUNSEL OF RECORD
 SHALL VERIFY THE LOCATION OF THE LOTS, THE LOTS OF COURSE
 SHALL VERIFY THE LOCATION OF THE LOTS, THE LOTS OF COURSE
 SHALL VERIFY THE LOCATION OF THE LOTS, THE LOTS OF COURSE

Alabama Line
 Location Center, Inc.
 1-800-292-8525
 Call 2 working days before digging.
 It's the Law!

SHEET INDEX

SHEET NUMBER	SHEET TITLE
76.205-01	TITLE SHEET
76.205-02	BOUNDARY AND TOPOGRAPHIC SURVEY
76.205-03	DEMOLITION PLAN
76.205-04	PRELIMINARY PLAT
76.205-05	GRADING PLAN
76.205-06	UTILITY PLAN
76.205-07	CBMPP PHASE I
76.205-08	CBMPP PHASE II
76.205-09	CBMPP PHASE III
76.205-10	CBMPP DETAILS
76.205-11	ROAD #1 and #2 PLAN/PROFILE
76.205-12	STORM PROFILES
76.205-13	DETAILS (SHEET 1)
76.205-14	DETAILS (SHEET 2)
76.205-15	SANITARY SEWER S-1 PLAN/PROFILE
76.205-16	SANITARY SEWER DETAILS (SHEET 1)
76.205-17	SANITARY SEWER DETAILS (SHEET 2)



CARR & ASSOCIATES ENGINEERS, INC.
 153 CAHABA VALLEY PARKWAY
 FLEMING, ALABAMA 35124
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NO.	DESCRIPTION	BY	REVIEW	DATE

REVISION	REVIEW

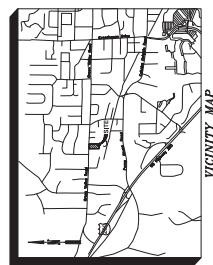
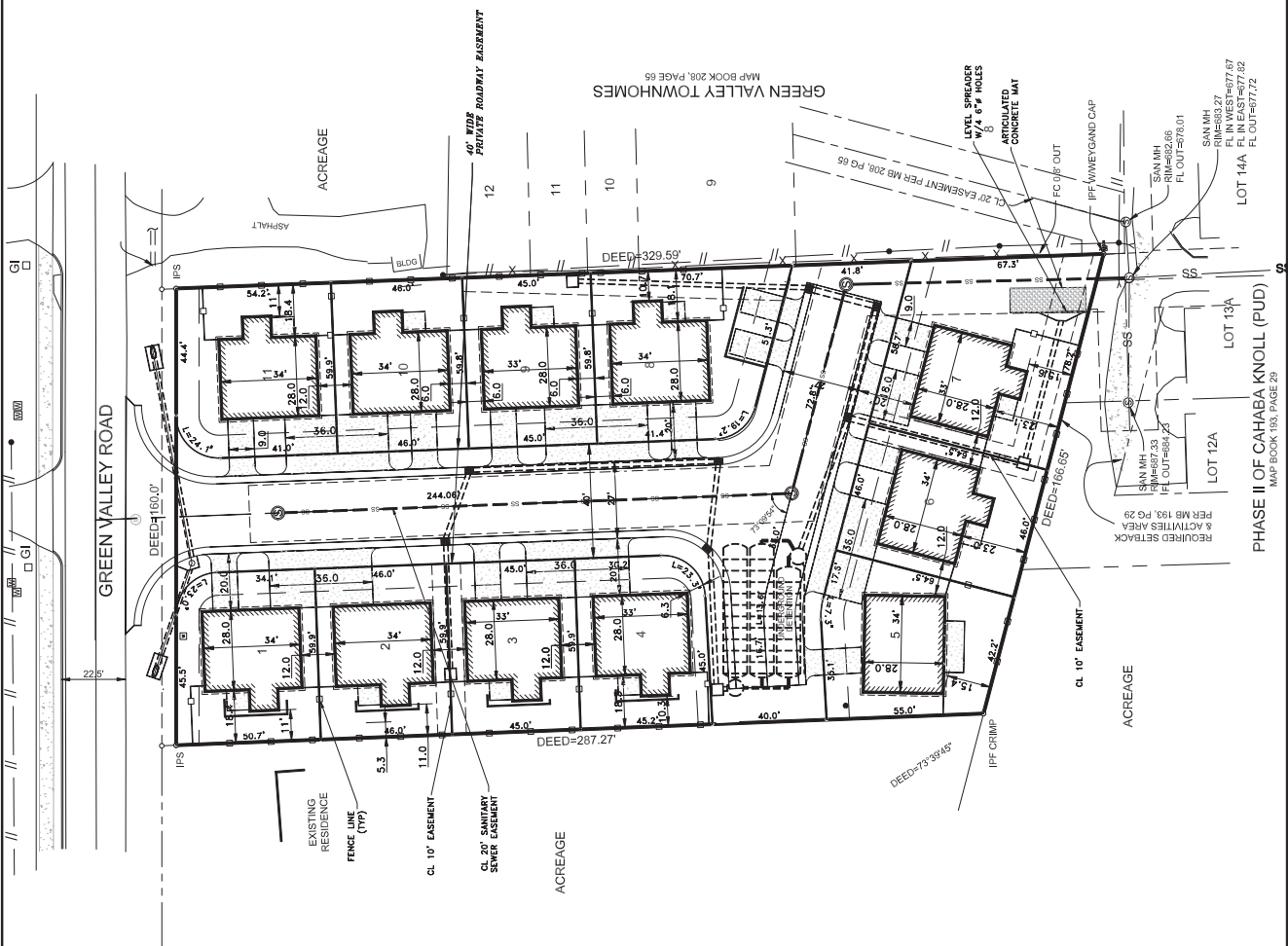
FIELD BOOK	SURVEYOR	DATE

CLIENT: **MAGNUM PROPERTIES, LLC**
 PROJECT NAME: **THE COTTAGES ON GREEN VALLEY CITY OF VESTAVIA HILLS JEFFERSON COUNTY, ALABAMA**
 DRAWING TITLE: **PRELIMINARY PLAT**
 SCALE: 1"=20'
 DATE: 7/2/19
 DESIGN TEAM: JBC
 DESIGN ENGINEER: J. E. CARR
 CHECKED: JBC
 SURVEYOR: JBC
 FIELD BOOK:

PROJECT NO. 76.205
 SHEET 1 OF 1
 DWG. NO. 76.205-04

LOT NO.	AREA
1	2,929.70 SQ. FT.
2	2,755.72 SQ. FT.
3	2,696.99 SQ. FT.
4	3,195.23 SQ. FT.
5	2,966.83 SQ. FT.
6	4,414.76 SQ. FT.
7	3,659.29 SQ. FT.
8	2,754.06 SQ. FT.
9	2,754.06 SQ. FT.
10	2,754.06 SQ. FT.
11	3,267.18 SQ. FT.

ITE TRIP GENERATION ESTIMATION
 RENTAL UNITS 6.59 TRIPS/UNIT
 EXISTING ZONING 12 UNITS 79 TRIPS/DAY
 PROPOSED USE 11 UNITS 73 TRIPS PER DAY



VICINITY MAP
 1/4" = 100'

PHASE II OF CAHABA KNOLL (PUD)
 MAP BOOK 193, PAGE 29

LOT 14A
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 13A
 SAN MH
 RIM=893.27
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 12A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 11A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 10A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 9A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 8A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 7A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 6A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

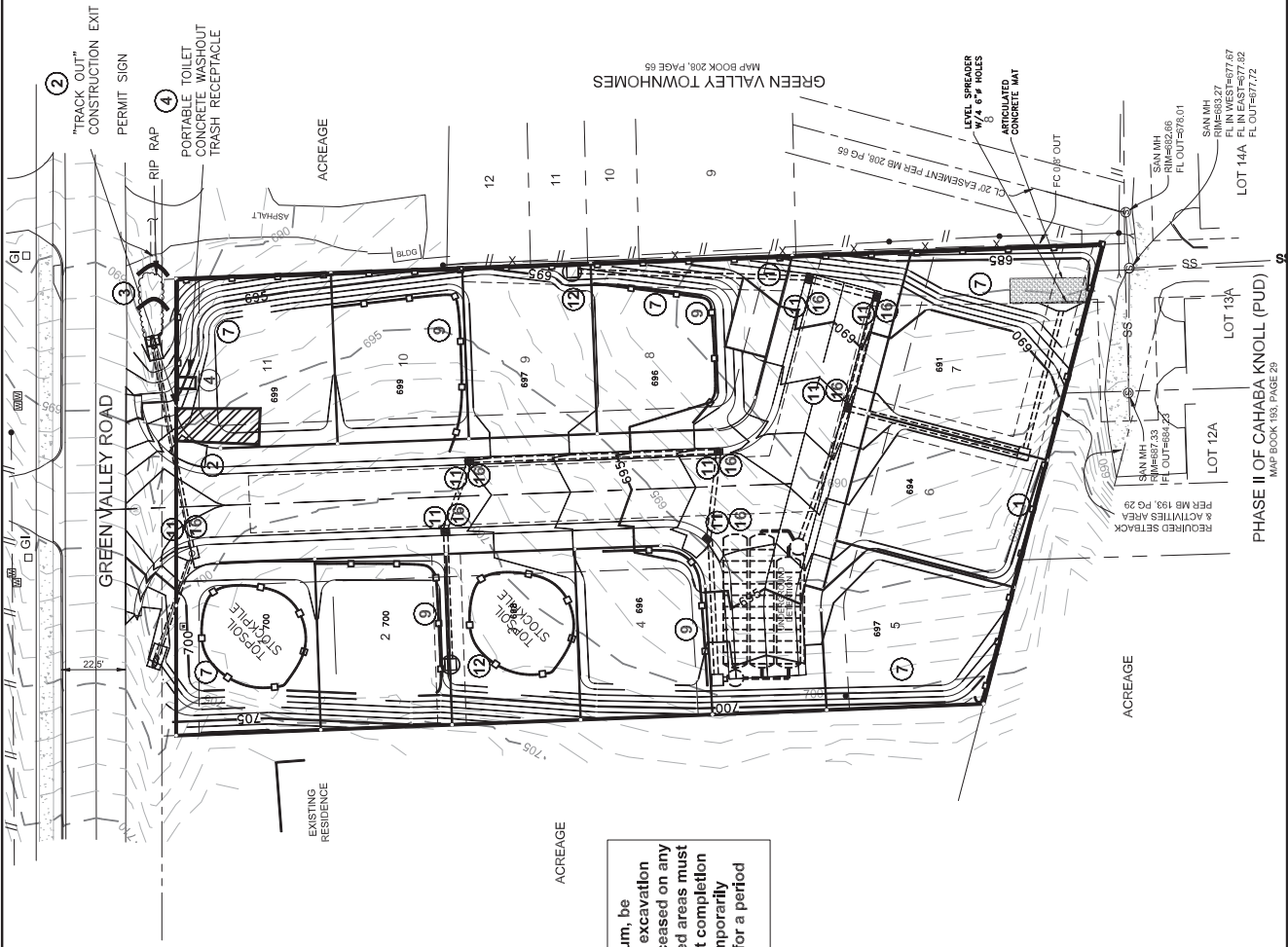
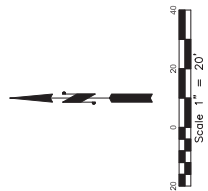
LOT 5A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 4A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

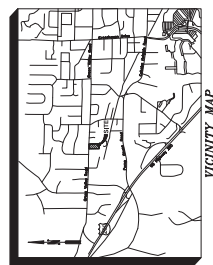
LOT 3A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 2A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72

LOT 1A
 SAN MH
 RIM=892.86
 FL IN WEST=877.67
 FL IN EAST=877.62
 FL OUT=877.72



Final stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavation or other earth disturbing activities have permanently ceased on any portion of the site. Temporary stabilization of disturbed areas must be initiated immediately whenever work toward project completion and final stabilization of any portion of the site has temporarily ceased on any portion of the site and will not resume for a period exceeding thirteen (13) calendar days.



		MAGNUM PROPERTIES, LLC CLIENT THE COTTAGES ON GREEN VALLEY CITY OF VESTAVIA HILLS JEFFERSON COUNTY, ALABAMA DRAWING TITLE: CBMPP PHASE II											
PROJECT NO. 76.205 SHEET 2 OF 3 DATE: 7/2/19 SCALE: 1"=20' DESIGN FIRM: JAC DESIGN ENGINEER: P. E. CHECKER: JAC SURVEYOR: JAC FIELD BOOK: JAC PRODUCTION: JAC		REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>REVIEW</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DESCRIPTION	BY	REVIEW	DATE					
NO.	DESCRIPTION	BY	REVIEW	DATE									

PHASE IIA

SCHEDULE OF EVENTS

- ⑥ COMMENCE TOPSOIL STRIPPING/STOCKPILING AND MASS GRADING. TOPSOIL STOCKPILES ARE TO BE LOCATED AS SHOWN. COMPLETED IMMEDIATELY AND TEMPORARILY SECURED. TEMPORARY FENCE SHALL BE PLACED AROUND THE PERIMETER OF EACH STOCKPILE. COMMENCE MASS GRADING.
- ⑦ STABILIZE AND TEMPORARILY GRASS ALL BARREN AREAS AND COMPLETED SLOPES, INCLUDING HOUSE PAD/SITES.
- ⑧ SPREAD REMOVED TOPSOIL AS NEEDED AND IMMEDIATELY TEMPORARILY GRASS.
- ⑨ PLACE TYPE "A" SEDIMENT FENCE ON GRADED LOTS AS SHOWN.

PHASE IIB

SCHEDULE OF EVENTS

- ⑩ INSTALL UNDERGROUND DETENTION CHAMBERS, FILTERING, INSTALL AND CALCULATED CONCRETE MAT IMMEDIATELY UPON THE INSTALLATION OF STORM PIPING.
- ⑪ INSTALL GOMES INLET PROTECTION IMMEDIATELY UPON COMPLETION OF EACH CURB INLET EOP.
- ⑫ INSTALL 9" FILTERSOXX AROUND ALL COMPLETED AND TOPPED YARD INLETS.

PHASE IIC

SCHEDULE OF EVENTS

- ⑬ INSTALL WATERSEWER UTILITIES AND IMMEDIATELY INSTALL DENSE GRADE BASE.
- ⑭ FINAL GRADE SLOPES AND INSTALL EROSION CONTROL BLANKETS WITH SEED ON SLOPES SHOWN AS GREATER THAN OR EQUAL TO 3:1.
- ⑮ REMOVE DOMED INLET PROTECTION ALONG ROAD ONLY. CONSTRUCT CURB & GUTTER.
- ⑯ IMMEDIATELY INSTALL 3" FILTERSOXX AT CURB INLETS UPON COMPLETION OF THE CURB. PAVE THE ROAD.
- ⑰ UPON INSPECTION OF THE TEMPORARY SEEDING BY THE OGP TO CONFIRM THE SLOPES AND OTHER BARREN AREAS ARE STABILIZED, REMOVE ALL PERIMETER SEDIMENT FENCE.
- ⑱ PERMANENTLY GRASS ALL TEMPORARILY GRASSED AND ALL BARREN AREAS.

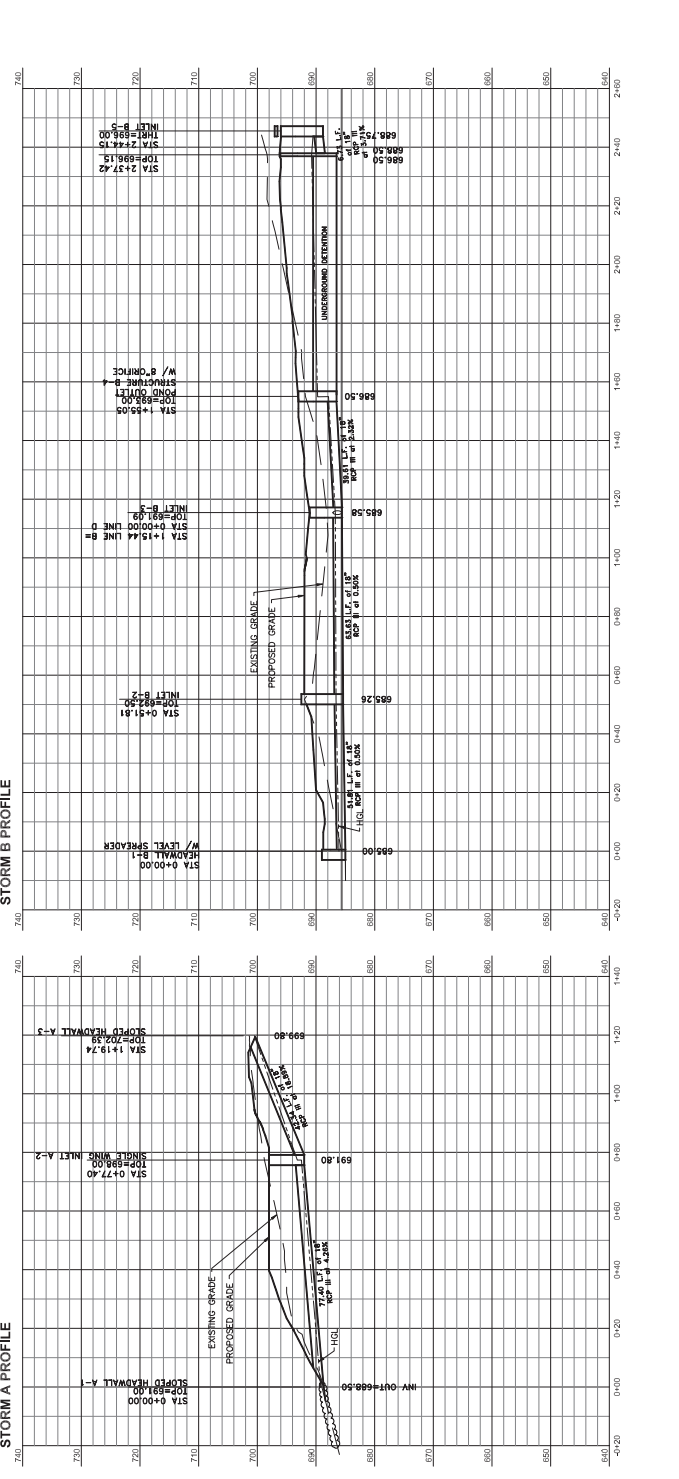
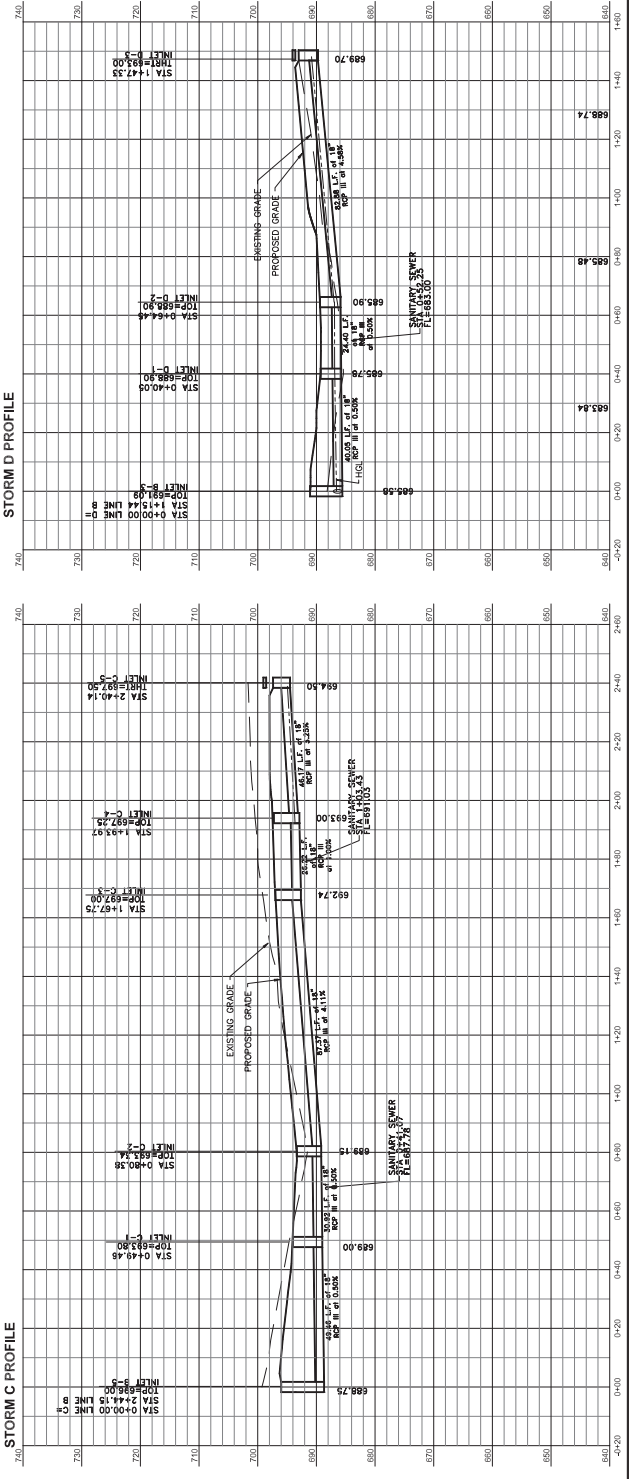
76.205-00

MAGNUM PROPERTIES, LLC
 CLIENT
 THE COTTAGES ON GREEN VALLEY
 PROJECT NAME
 CITY OF VESTAVIA HILLS
 JEFFERSON COUNTY, ALABAMA
 DRAWING TITLE
 STORM DRAINAGE PROFILES

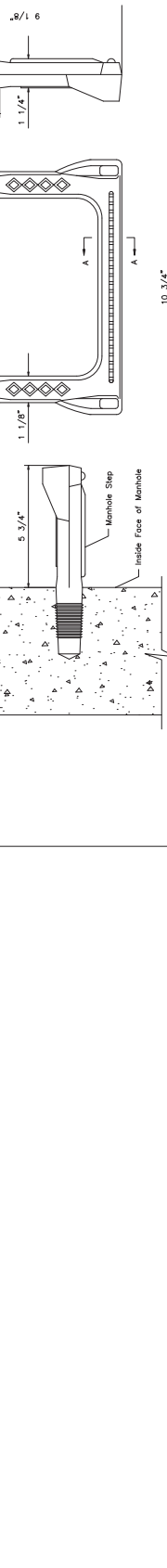
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 DATE: 7/2/19
 DESIGNER: JAC
 CHECKER: JAC
 SURVEYOR: JAC
 REVIEW: JAC
 PRODUCTION: JAC

NO.	DESCRIPTION	BY	REVIEW	DATE

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- NOTES:
- Manhole and inlet steps shall be plastic coated reinforced steel. Plastic coated manhole steps shall be polypropylene coated steel. Coating shall be red and per 4th rating, meeting COKI standards.
 - Loaders shall be used.
 - Manhole and inlet steps shall be installed at maximum 16" intervals.



Notes:
 1. If inverts of the influent and effluent sewer pipes exceed 2 Ft. of difference, a Memphis Tee manhole must be constructed in accordance with Drawing No. SD1065.

P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



cottages

at green valley

The City of Vestavia Hills



TOWER
HOMES

CURRENT BUILDING



CURRENT STREETScape



CONCEPT OF STREETScape



P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



Cottages at Green Valley, The City of Vestavia Hills, AL

COMMUNITY MAP WITH LANDSCAPING P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



GREEN VALLEY ROAD

ELEVATIONS



P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5



Cottages at Green Valley, The City of Vestavia Hills, AL

PLAN 1188



PLAN 1136



P0819-38//2800222005010.000

2961 Green Valley Rd.

Rezone to R9

Magnum Properties

R5

STATE OF ALABAMA)

JEFFERSON COUNTY)

**DECLARATION OF PROTECTIVE COVENANTS
FOR
THE COTTAGES ON GREEN VALLEY, A RESIDENTIAL SUBDIVISION**

THIS **DECLARATION OF PROTECTIVE COVENANTS** (the “Declaration”) is made as of this the ____ day of _____, 2019, by **GRANT’S MILL, LLC**, an Alabama limited liability company (“Developer”), and declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (the “Protective Covenants”).

WHEREAS, the Developer is the owner of certain real property located in Jefferson County, Alabama and more particularly described on Exhibit A attached hereto, which real property the Developer plans, by phases, to develop into a residential subdivision to be known as The Cottages on Green Valley (the “Subdivision”); and

WHEREAS, the Developer has completed the Subdivision, the plat for which is recorded in Map Book _____, Page _____, in the Office of the Judge of Probate of Jefferson County, Alabama (the “Record Map”); and

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of real property herein described and for the maintenance and administration of certain areas thereof which benefit all owners of property therein and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to these Protective Covenants, all of which are for the benefit of the said real property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable for the establishment and enforcement of uniform standards of development quality and the effective preservation of the appearance, value and amenities to create a not-for-profit corporation (the “Association”) to which should be delegated and assigned the powers of maintaining and administering certain areas thereof which benefit all owners of property therein and enforcing these Protective Covenants and of levying, collecting and depositing such charges and assessments as may be authorized in this Declaration for that purpose; and

WHEREAS, the Developer intends to incorporate the Association under the Alabama Nonprofit Corporation Act for the purpose of, among other things, exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Section 2.01 hereof, together with all other real property that the Developer may elect to add thereto pursuant to and in accordance with Section 2.03 hereof, is and shall be held, transferred, sold, conveyed, leased, rented and occupied subject to these Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their grantees, heirs, successors and assigns.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1.01 “Additional Property” shall mean and refer to any real property lying adjacent to or in close proximity with the Property (but which does not presently comprise any part of the Property) which the Developer may from time to time submit and add to the provisions of this Declaration.

Section 1.02 “Association” shall mean and refer to The Cottages on Green Valley Homeowners Association, Inc., a not-for-profit corporation, to be formed in accordance with this Declaration under the Alabama Nonprofit Corporation Act, as well as its successors or assigns, and these Protective Covenants are referred to in the Articles of Incorporation (the “Articles”) and By-Laws (the “By-Laws”) of the Association.

Section 1.03 “Builder” shall mean any person who, or entity that, purchases, otherwise acquires or otherwise comes to own one or more Lots for the purpose of constructing a Dwelling thereon for later sale to consumers or lease to renters. No Builder shall be responsible for the obligations of Developer or the Association under this Declaration, except as expressly set forth herein or as otherwise agreed to by such Builder.

Section 1.04 “Common Area” or “Common Areas”, as the case may be, shall mean and refer to all real and/or personal property, including property which the Association owns, leases, holds an easement upon, or otherwise maintains for the use or enjoyment of the members of the Association, including, without limitation, a right of use, such as but not limited to, easements for ingress and egress to and within the Property, easements for parking on the Parking Areas (as defined below), and easements for surface water collection and retention or detention. The use of the Common Areas shall be restricted to streetlights, landscape, entry features, drainage and retention or detention, medians, sidewalks and other pedestrian and/or bicycle paths, lighting, or any other use which the Board of Directors or other governing body of the Association may allow. The Common Areas shall be maintained by the Association, as provided below. **Notwithstanding anything herein to the contrary, in no event shall the City of Vestavia be responsible for the maintenance or repair of any Common Areas.** Until such time as the Association Turnover (as defined below) occurs, the Developer reserves the right in its discretion to increase, decrease or otherwise alter the Common Areas.

Section 1.05 “Common Expense” shall mean and refer to all expenditures made or incurred by or on behalf of the Developer or Association, as the case may be, in connection with the operation, maintenance and repair of the Common Areas.

Section 1.06 “Detention Facility” shall mean any area located on, under, about or within the Property serving as a detention structure or facility, including but not limited to berms, swales or any facility designated as a “detention pond” or a “proposed detention facility” on the Record

Map of all or any portion of the Property. The Detention Facility may be located underground. The Detention Facility shall be deemed part of the "Common Areas".

Section 1.07 "Developer" shall mean and refer to Grant's Mill, LLC, an Alabama limited liability company, or its successors or assigns if such successors or assigns acquire any portion of the property from Grant's Mill, LLC, or its successors or assigns, assume in writing the obligations of Developer, and are designated as successor developer by Grant's Mill, LLC, or its successors or assigns. No mortgagee of the Property shall become Developer merely by virtue of acquiring an ownership interest in the Developer's interest in all or any part of the Property as a result of realizing on the Property as collateral for a loan to Developer or its successors or assigns. Such a mortgagee may become an Owner by virtue of acquiring a fee simple interest in one or more Lots as a result of realizing on the Property as collateral for a loan to the Developer. Such a mortgagee may become a Developer by assuming in writing the obligations of the Developer and being designated by Grant's Mill, LLC, or its successors or assigns. If Grant's Mill, LLC ceases to function as Developer and if no other entity has assumed the duties of Developer, the Association shall be deemed the Developer.

Section 1.08 "Dwelling" shall mean and refer to any residential building, structure or other improvement on a Lot that is intended to serve as a home, whether for sale or lease.

Section 1.09 "Institutional Mortgagee" shall mean and refer to any federal or state chartered bank, life insurance company, mortgage lender, federal or state savings and loan association, real estate investment trust, or other entity, agency or subdivision regularly engaged in the extension of credit secured by real estate mortgages which holds a duly recorded mortgage or other lien upon any Lot or portion of a Lot or any interest therein.

Section 1.10 "Lot" or "Lots", as the case may be, shall mean and refer to individual lots within the Property as reflected in and on the Record Map of the Property as such may be recorded in the Office of the Judge of Probate of Jefferson County, Alabama, as the same may be amended from time to time.

Section 1.11 "Owner" or "Owners", as the case may be, shall mean and refer to those persons or entities who or which have fee simple title to any Lot or Lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding any lessee, purchaser, contract purchaser, or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract, or other agreement.

Section 1.12 "Property" shall mean and refer to all real property that is presently or may hereafter be subject to this Declaration.

Section 1.13 "Record Map" shall mean, collectively, the Record Map, together with any and all subsequent subdivision plats relating to the Subdivision which may be recorded by Developer in its discretion from time to time in the Office of the Judge of Probate of Jefferson County, Alabama.

Section 1.14 "Yard" shall mean any and all portions of land lying within any Lot but outside the exterior structural walls of the primary building constructed on such Lot. The "Front Yard" shall mean the land lying between any Lot line fronting a street and the exterior structural

wall of the primary building. The “Rear Yard” shall mean the land lying between the Lot line that runs in substantially the same direction as the Lot line fronting the street and the rear exterior wall of the primary building except that in the case of lots fronting more than one street the Rear Yard shall be the land lying between the Lot line which is the greatest in distance from the street and the primary building. The “Side Yards” shall mean the land lying between all other Lot lines and the primary building.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION, AMENDMENTS THERETO,
ADDITIONS OR DELETIONS THEREFROM

Section 2.01 **Legal Description**. The real property that presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Alabama, and is described in the Record Map. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2.02 hereof.

Section 2.02 **Platting and Subdivision of the Property**. The Developer shall be entitled at any time and from time to time, to subdivide, plat or re-plat all or any portion of a Lot or the Property, and to file subdivision restrictions or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 2.03 **Additional Property**. The Developer reserves the right in its absolute discretion, at any time, to add any Additional Property to the provisions of this Declaration. The Additional Property need not be consented to or approved by any Owner, occupant, or Institutional Mortgagee of any Lot. The Developer shall subject any such Additional Property to this Declaration by an instrument executed by the Developer in the manner required for the execution of deeds and recorded in the Probate Office of Jefferson County, Alabama, which instrument shall be deemed an amendment to this Declaration and shall refer to this Declaration stating the book and page number in the Probate Office of Jefferson County, Alabama where this Declaration is recorded, contain an exact description of Additional Property, state any differences that the Developer, in its sole discretion, specifies to regulate and control the use of said Additional Property, and contain a statement that the Additional Property is conveyed subject to the provisions of this Declaration. After submission of any Additional Property to the terms and provisions of this Declaration, the number of votes in the Association shall be increased by the number of Lots within the Additional Property, so that there shall continue to be one vote in the Association per Lot within the Property; subject, however, to the remaining provisions of this Declaration.

ARTICLE III ARCHITECTURAL CONTROL

Section 3.01 Architectural Review and Approval.

(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any Lot, the proposed location thereof on any Lot, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any Lot shall require the approval in writing (the "Letter of Approval") of the Committee (as defined below) before any work is commenced. THE SCOPE OF REVIEW BY THE COMMITTEE SHALL BE LIMITED TO EXTERIOR APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY, LIABILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, INTERIOR DESIGN, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS. Commencement of construction prior to receipt of the Letter of Approval of the Committee is strictly prohibited.

(b) No improvement or structure of any kind, including without limitation any Dwelling, fence, wall, sign, lighting system, site paving, grading, parking, screen enclosure, statuary, flags, flag poles, water fountains, yard sets, window awnings or other exterior window coverings, decorative building, landscaping, landscape device or object, shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof be made unless and until the Committee shall have issued a Letter of Approval with respect thereto.

Section 3.02 Architectural Control Committee.

(a) All architectural review and control functions shall be administered and performed by the Architectural Control Committee (the "Committee"). The Committee shall be composed of no more than three (3) members, and at all times, at least two-thirds (2/3) of the membership of the Committee shall be composed of Owners of Lots in the Property; provided, however, that Developer reserves the right to appoint the initial and successor members of the Committee, none of whom need be an Owner of a Lot in the Property, until such time as (i) all of the Lots in the Subdivision are deeded to individual lot purchasers, (ii) Developer has formed the Association, (iii) all of the Common Areas (except any Parking Areas located within the boundary of any Lots) are deeded to the Association, and (iv) the Association is operative (the "Association Turnover"). After the Association Turnover, the members of the Committee shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. The initial members of the Committee shall be Price Hightower and Clint Johnston.

(b) The Committee shall not be required to conduct regular meetings. The Committee may conduct special meetings upon five (5) days' notice from the chairman elected by such Committee at such times and locations as may be established by the Committee.

(c) The members of the Committee may, as a Common Expense, retain the services of a registered architect, registered engineer, registered landscape architect, or other licensed professional to provide advisory services to and consult with the Committee in connection with the performance of its duties hereunder.

Section 3.03 **Powers and Duties of the Committee.** The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans more particularly set out herein, including site plans, for construction of improvements on Lots within the Property in accordance with the provisions of these Protective Covenants. In connection with the foregoing, the Committee shall have the following powers and duties:

(a) To propose, adopt, alter and amend rules and regulations applicable to builders, general contractors, and subcontractors who are engaged in the construction of improvements on any Lot or any portion of the Common Area within the Property.

(b) To require submission to the Committee of plans and specifications for any improvement or structure of any kind (including without limitation satellite equipment, fences, doghouses, detached storage buildings, basketball goals, etc.), and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any building or fencing the construction or placement of which is or is proposed upon any Lot. Such plans and specifications shall be in such form and shall contain such information as is required in Section 3.04 hereof.

(c) To approve or disapprove the submitted plans and specifications for any improvement or structure as hereinabove described prior to commencement of construction of such improvement or structure and to approve or disapprove any improvements constructed pursuant to such plans and specifications after the same have been fully completed. The Committee shall meet as necessary to approve plans and specifications. Prior to the use or occupancy of any improvement or structure constructed or erected on any Lot, the Owner thereof shall apply for a certificate from the Committee (the "Compliance Certificate") that the construction thereof has been completed in accordance with the aesthetic requirements of the plans and specifications approved by the Committee. If any improvement or structure as aforesaid shall be completed, changed, modified or altered without the prior approval of the Committee, or shall not be completed, changed, modified or altered in accordance with the approvals granted by the Committee, then the Owner shall, upon and in accordance with a demand by the Committee, cause the Property, improvement or structure either to be restored to its original condition or to comply with the plans and specifications as approved by the Committee, and shall bear all costs and expenses of such restoration or compliance, including the costs and attorneys' fees of the Committee. Notwithstanding the aforesaid, after the expiration of one (1) year from the date of final completion of any such improvement or structure, such improvement or structure shall be deemed to comply with all of the provisions hereof unless notice to the contrary shall have been recorded in the Probate Office of Jefferson County, Alabama, or legal proceedings shall have been instituted to enforce such compliance. Any agent or member of the Committee may at any reasonable time enter any building or Property subject to the jurisdiction of the Committee which is under construction or on or in which the agent or member may believe that a violation of the Protective Covenants in this Declaration is occurring or has occurred. The Committee may, from time to time, delegate to a person or persons, who may or may not be a member of the Committee, the right to approve or disapprove plans and specifications and to issue such certification. The approval by the Committee of the builder or contractor and/or plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Committee of the right to object to such builder or contractor and/or any of the features or elements embodied in such plans or specifications if and when the same builder or contractor and/or the same features and elements are embodied in any plans and specifications subsequently submitted

for approval for other Lots. Any Owner aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association (the "Board"), within thirty (30) days of such decision, for a review thereof. The determination of the Board, after reviewing any such decision, shall in all events be dispositive.

(d) To adopt fees that shall be designed to reimburse the Association for the necessary and reasonable costs incurred by it in processing requests for Committee approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the Association at the time that any application for approval is sought from the Committee. In the event the Owner does not pay such fees, they shall become a lien of the Association on the affected Lot enforceable in the manner specified in Article V hereof.

(e) To modify, amend, or otherwise change the design criteria set forth in Section 3.05 below, so long as such modification, amendment, addition or change will not, in the opinion of the Committee, be inconsistent with the architectural environment of the Property or have a material adverse effect on improvements then existing within the Property, or to adopt and approve additional design criteria for the Property. Such changes or additional criteria shall be effective upon approval in writing by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of adoption of any change hereto or of any additional design criteria shall be available to each member of the Association, but delivery shall not be a condition precedent to adoption of such modification or additional criteria, or the validity and enforceability thereof.

Section 3.04 **Review Documents.** One set of prints of the drawings (the "Plans") for the exterior of each Dwelling or other structure proposed to be constructed on each Lot shall be submitted for review and approval to the Committee. The Plans submitted to the Committee may be retained by the Committee.

(a) The Plans must include an accurately drawn and dimensional plot plan showing all setbacks, easements, drives and walks.

(i) The Plans must include the elevations of all sides of the proposed structure.

(ii) The Plans must include a summary of the exterior specifications, including roof color and manufacturer, brick name and manufacturer, and exterior paint colors and manufacturer.

(iii) The Plans must include the name and address of the Lot Owner's contractor who will construct the Dwelling and all other improvements to the Lot.

Section 3.05 **Design Criteria, Structure.**

(a) It is the intent of Developer that the Subdivision will generally present a consistent architectural environment. The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Committee:

(i) Brick, stone, masonry stucco, cedar shakes, Hardi-Plank style siding, vinyl siding, simulated stone or a combination thereof.

(ii) No concrete block, cinder block or concrete shall be used as an exposed building surface without the express approval of the Committee. Any retaining walls built by Developer are not subject to this requirement.

(b) Reflective glass shall not be permitted on the exterior of any Dwelling, and no foil or other reflective material which produces the same effect as reflective glass shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(c) No window or "through wall" air conditioning units shall be allowed. All outdoor air conditioning units shall be located only at-the side or rear of a dwelling.

(d) Satellite dishes, not to exceed eighteen inches in diameter, are permitted, but none shall be visible from the front of any Dwelling where practical. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any lot or Dwelling that may interfere with the reception of radio or television signals within the Property.

(e) No plumbing vents or attic ventilators shall be placed on the front elevation of the roof. All vents, fans or other items protruding from roofs shall be painted in as nearly the same color as the roof covering as is possible and shall be located on the rear or side of the roof. Any material other than natural copper used for roof valleys, flashings, drips, downspouts or gutters shall be painted to blend with roof color or with the color of the exterior finish of the dwelling. No solar or other energy collection device or equipment shall be maintained on any Lot or Dwelling.

(f) All driveways and sidewalks shall be finished with concrete. Dirt, gravel anti loose stone driveways following completion of construction of a dwelling are prohibited.

(g) A decorative metal shroud is required at the termination of each chimney chase.

(h) All mailboxes shall be located and constructed in accordance with U.S. Postal Service specifications and the style approved by Developer. Mailboxes will be provided by each individual builder. Developer reserves the right to construct and utilize a centralized mailbox location for the Subdivision.

(i) Developer shall cause the applicable utility to install street lighting in the Subdivision, which shall consist of electric lamps mounted on top of a post.

(j) All windows must be wood frame, vinyl or aluminum.

(k) Except as permitted by the Committee, chain link, wire, or metal fences of any type are prohibited. All fences must have a wood shadow box frame and must not exceed six (6) feet in height. All fences, including materials and location, must be approved by the Committee prior to construction and must comply with the City of Birmingham's approval process. No fence shall be

constructed on any Lot closer to the front of a Dwelling than the point that is one-third (1/3) of the depth of the Dwelling from the rear, without Committee approval. No fence, wall, hedge, or shrub planting which obstructs sight lines from any roadways within the Property shall be placed or permitted to remain on any Lot. Developer may install, at Developers' discretion, any type fencing necessary to preserve or enhance the aesthetic nature of the Subdivision or to provide security at any common area or drainage area.

(l) Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.

(m) Outside clothes lines or other facilities for drying or airing clothes shall not be permitted. Barbecue grills and other types of outdoor cooking equipment shall be located at the rear of the Dwelling.

(n) Except as permitted by the Committee, accessory structures, including without limitation accessory buildings, detached garages, pool houses, utility sheds, basketball goals, doghouses will not be permitted. All play equipment, arbors, and gazebos shall be located so as to have a minimum visual impact on adjacent properties. Fountains, birdbaths, sculptures or doghouses shall be permitted but shall be limited to the Rear Yards only. No trailer, tent, shack or barn, whether of a temporary or permanent nature, shall be erected on any Lot at any time.

(o) No facilities, including poles, wires, pipes and conduits for the transmission of electricity, telephone, gas, water, sewer, cable television, security and other uses shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, except as is expressly permitted or referred to herein or unless installed by the Developer or Builder. No Lot Owner shall erect or permit any other party to erect any such overhead wires, poles or facilities of any kind, Each Lot Owner agrees, by acceptance of a deed to a Lot within the Property, to connect utility service lines (including, but not limited to, natural gas, water, sewer, cable television and electricity) at points designated by the Developer.

Section 3.06 **Limitation of Liabilities.** Neither the Committee nor any architect, nor any engineer, nor agent thereof, nor Developer, nor the Association, shall be responsible in any way for any defects in any Plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and specifications. It is specifically agreed that the scope of review by the Committee shall be limited to aesthetic characteristics and appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar matter. Neither the Committee, nor any member thereof, shall be liable to any Owner for any action taken, or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

Section 3.07 **Exclusive Residential Use and Improvements.**

(a) All Lots in the Property shall be known, used, and described as residential Lots and shall be used for single family residential Dwellings exclusively, and for no other purpose. Dwellings may be sold to purchasers or leased to renters. No Owner other than the Developer shall subdivide a Lot so as to decrease the size of any Lot as shown on the Record Map; provided,

however, that the Developer retains the right to subdivide any Lot owned by it. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence Dwelling with not more than two (2) stories, excluding the basement as a story, and a private garage. For purposes of this section 3.07(a), attics, attic areas and roofs shall not be included as a story. No open deck or other structure requiring separate and independent support to the ground shall be constructed so as to be higher than the top of the first floor of the Dwelling.

(b) Every Dwelling building erected on any Lot in the Property, exclusive of one-story open porches, garages, and other non-airconditioned, unfinished spaces, shall each include a minimum of 800 square feet of enclosed, heated, habitable areas.

(c) No more than one (1) single-family unit shall occupy any Dwelling. For purposes of this section, and except as may be otherwise provided by law, a single family shall mean a group of people related to the owner, the spouse of the owner, or any person cohabiting with the owner by blood or marriage within the first degree of affinity as determined under the civil law.

Section 3.08 **Subsurface Conditions.**

(a) Approval of the submitted Plans by the Committee as herein provided shall not be construed in any respect as a statement, representation or warranty of or by the Committee, the Developer, or any person acting on behalf of them, to the Owner or any other person submitting such Plans, or successors or assigns of such Owner, that the surface or subsurface conditions of the Lot are suitable for the construction of the improvements contemplated by such Plans. It shall be the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of the Lot for the construction of any and all structures and other improvements thereon.

(b) None of the Association, the Committee (and their respective individual members), or the Developer or its partners, agents, and employees and the officers, directors, agents, and employees of its partners, shall be liable to any Owner, or the successors, assigns, licensees, lessees, employees and agents of any Owner, for loss or damage on improvements, or structures now or hereafter located upon the Property, or on account of injuries to any Owner, occupant, or other person in or upon the Property, which are caused by known or unknown sinkholes, underground mines, limestone formations or other similar conditions under or on the Property.

Section 3.09 **Variance Requests.** The Committee, in its discretion, shall have the authority to modify the requirements of this Article III upon the request for a variance from such requirements by an Owner with respect to his, her or its Lot. If the Committee grants a requested variance, the nonconforming improvements subject to said request should not be deemed to be in violation of these covenants. The granting or denial of a request for variance shall not be binding on the Committee, nor shall it have any precedential value, on any further variance requests by the Owner or another Owner.

Section 3.10 **Landscaping.** Each Lot shall, to the extent practicable, incorporate into the landscaping plan therefor the natural plant life existing on such Lot, and shall otherwise take such steps which will, to the extent practicable, preserve the existing trees, plant life, wild flowers, and

natural environment, including natural drainage channels which exist on such Lot. Upon the completion of a Dwelling, all front, side and rear yards must be landscaped with materials approved by the Committee.

Section 3.11 Setback Requirements. The following setback requirements shall be applicable to the Lots in the Record Map, except as may be otherwise shown on any recorded map or plat:

(a) Side setback requirements shall be five feet (5'-0") from the nearest Dwelling.

(b) Rear setback requirements shall be ten feet (10'-0").

(c) Front setback requirements shall be eight feet (8'-0").

(d) For purposes of subparagraphs (a) through (c) above and any other setback requirements as may be shown on the Record Map, steps, stoops, uncovered porches, uncovered terraces and uncovered decks shall not be deemed a part of the Dwelling.

ARTICLE IV EASEMENTS AND USAGE RIGHTS

Section 4.01 Owners' Easement With Respect to Common Areas. Every Owner shall have a right and easement of enjoyment in and to all Common Areas subject to the limitations set forth in this Declaration. An Owner may assign his or her rights to the use and benefit of the Common Areas to a person who is renting or leasing a Dwelling; provided, however, that such Owner's voting rights in the Association shall not be assignable in connection therewith.

Section 4.02 Drainage Easement. Drainage flow shall not be obstructed or diverted from the Detention Facility or any other drainage swales, storm sewers and/or utility easements as reflected on the Record Map, or as may hereafter appear on any plat of record in which reference is made to these Protective Covenants. Each of the Developer and the Association may locate and construct the Detention Facility and other drainways for surface water wherever and whenever (including any Lot) such action may appear to Developer or the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots or Common Areas. The provisions hereof shall not be construed to impose any obligation upon Developer or the Association to locate or construct such drainway. No permanent structure may be constructed or placed in such drainage or flowage easement area. Each Lot owner also agrees, upon a conveyance of a Lot and by acceptance of a deed to a Lot, to assume all the risks and hazards of ownership or occupancy attendant to such Lots, including but not limited to its proximity to waterways.

Section 4.03 Utility Easement. Developer reserves for itself and the Association the right to use, dedicate and/or convey to the appropriate local authority or agency, and/or to the

appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television, or other public conveniences or utilities, on, in and over the utility easements reflected on the Record Map or as may hereafter appear on any plat of record of Property subject to these Protective Covenants. Until such time as the Association Turnover occurs, Developer reserves the right to permit any Builder to use the easement rights under this Section 4.03 as may be necessary or desirable in Developer's discretion.

Section 4.04 **Additional Easements and Uses**. Until such time as the Association Turnover occurs (and thereafter the Association), the Developer, on its own behalf and on behalf of all Owners, who hereby appoint the Developer (or the Association after the Association Turnover), irrevocably, as their attorney-in-fact for such purposes, shall have the right to grant such additional electric, telephone, water, sanitary sewer, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided (a) such new easements or relocation of existing easements will not, in the opinion of the Board of Directors of the Association, unreasonably interfere with any Owner's enjoyment of the portion of the Property owned by such Owner, (b) any required work is done at the sole cost and expense of the Association (but shall be deemed a Common Expense), and after completing such work, the Association will restore any portion of the Property which was affected to the same or as good a condition as existed immediately before the commencement of such work, and (c) following the completion of such work, the Association shall cause a survey to be made of the easement showing its location on the Property and cause the same to be recorded in the Probate Office of Jefferson County, Alabama. Such right of the Developer and/or the Association shall also include the right to provide for such simultaneous or concurrent usage of any presently existing or additional easements for such purposes, not infringing upon their stated purposes, as it may deem necessary or desirable, including, but not limited to, their use for the recreational purposes of the Owners, their respective tenants, employees, guests, invitees, licensees and agents.

Section 4.05 **Additional Documents**. All Owners agree, upon the request of the Developer or the Association, to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article IV.

Section 4.06 Parking Easement. Developer reserves for itself and the Association the right to use all driveways, parking spaces and other areas located on the Property which are designated from time to time by Developer for parking (collectively, the "Parking Areas"). All Parking Areas shall be deemed Common Areas and shall be maintained by the Association, regardless of whether such Parking Areas are located within the boundary of any Lot. Subject to the limitations set forth in this Declaration and any reasonable rules and regulations promulgated from time to time by Developer concerning the usage of such areas, every Owner shall have a right

and easement of enjoyment in and to any and Parking Areas. Notwithstanding anything to the contrary, each Owner shall be allowed to park no more than one (1) vehicle per Dwelling bedroom.

Section 4.07 **Roads and Streets.** The roads within the Subdivision are private (collectively, the “Private Roads”), shall be deemed Common Areas and shall be maintained by the Association. The Association shall cooperate with the applicable traffic and fire control officials to post public and private drives, roads and streets with traffic control, fire lanes and parking regulation signs. All Private Roads will be dedicated “privately maintained roads” on the Plat recorded in the Probate Office for Jefferson County. All such Private Roads so designated and dedicated as “privately maintained roads” in Common Areas shall be maintained by the Association. The Board is hereby authorized to promulgate, administer and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including adopting reasonable safety measures and speed limits for any of the Private Roads within any portion of the Subdivision. The Board shall be entitled to enforce such rules and regulations by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of any conflict between the provisions of the laws of the State of Alabama and the traffic rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. All vehicles of any kind and nature which are operated on the Private Roads in the Subdivision shall be operated in consideration for the rights of all residents thereof.

Section 4.08 **Limitations.** Any easements which may be created pursuant to this Article IV shall be appurtenant to, and the benefits and burdens thereof shall pass along with the title to, every Lot, and are further subject to the following limitations:

- (a) All provisions of this Declaration and the Articles and By-Laws of the Association;
- (b) All the rules and regulations governing the use and enjoyment of the Common Areas which may have been or may hereafter be adopted by the Association; and
- (c) All restrictions contained on any and all plats of all or any part of the Common Areas or any other part or parts of the Property.

ARTICLE V COVENANTS VOR MAINTENANCE ASSESSMENTS

Section 5.01 **Affirmative Covenant to Pay Assessments.** Each Owner, by acceptance of a deed or other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchaser at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all assessments or other charges, determined in accordance with the provisions of this Declaration (the “Assessments”). Each of Developer and Builder shall be exempt from the obligation to pay Assessments.

Section 5.02 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance and administration of the Common Areas (including, without limitation, the payment of Common Expenses under Article

VI below) and of any easement in favor of the Association and/or the Owners, as well as for such other purposes as are properly undertaken by the Association.

Section 5.03 **Annual Assessments**. The Association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses (as defined in Article VI below) and such other recurring or projected expenses as the Board may deem appropriate. The Assessment year for the Annual Assessment need not be the calendar year. As of the date of this Declaration, the Developer estimates that the initial Annual Assessments shall be approximately \$_____ per year per Lot. Notwithstanding anything herein to the contrary, however, until such time as the Association Turnover occurs, the Developer shall have the right to determine the projected Annual Assessments.

Section 5.04 **Special Assessments**. In addition to the Annual Assessments specified in Section 5.03 above, the Association may at any time levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or expected or unexpected repair to or replacement of any of the Common Areas, including any fixtures and personal property related thereto.

Section 5.05 **Duties of the Board of Directors**. The Board shall fix the amount of all Assessments, the date of commencement for each Assessment, and the due date of such Assessment, on a per Lot basis, at least thirty (30) days in advance of any such commencement date, and shall at that time, prepare a roster of the Lots and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the amount of the Assessment, the commencement and due dates shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement.

Section 5.06 **Date of Commencement and Due Date for Assessments**. The liability of a Lot for any Assessment shall commence on the date or dates (which shall be the first day of a month) fixed by the Board in the resolution authorizing such Assessment. The due date of any such Assessment (which may be different from the commencement date) shall also be fixed in the resolution authorizing such Assessment (but which need not be the first day of a month). Such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as so fixed in the resolution authorizing the Assessment. Notwithstanding anything herein to the contrary, until such time as the Association Turnover occurs, the Developer shall have the right, at the closing of the sale of a Lot or Dwelling to an individual purchaser, to collect the prorated Annual Assessment for such Lot or Dwelling from such purchaser.

Section 5.07 **Allocation of Assessment**. The Board shall allocate a portion of each Assessment to each Lot in the proportion that each Lot bears to the total number of Lots within the Property (to the nearest one-thousandth).

Section 5.08 **Certificates Concerning Assessments**. The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment or his designee or any Institutional Mortgagee a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 5.09 **Liability of Owners for Assessments**. No Owner may exempt himself from liability for any Assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Areas, or by abandonment of the Lot.

Section 5.10 **Effect of Non-Payment of Assessments**. The Lien, the Personal Obligation; Remedies of the Association.

(a) If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment, charge or lien shall become delinquent on the thirtieth (30th) day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. Notice of such delinquency shall be forwarded to such Owner and any Institutional Mortgagee having an interest in the Lot. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.

(b) If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate permitted under Alabama law, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, and there shall be added to the amount of such Assessment all attorneys' fees incurred in attempting to collect such Assessment and in prosecuting any action for the same, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the Assessment as above provided together with the costs of the action. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association.

(c) The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorneys' fees and advances to pay taxes, prior encumbrances and other proper charges together with interest thereon, all as provided herein. Such Claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. No sale or other transfer of a Lot shall relieve any Owner from liability for any Assessment due before such sale or transfer, nor from the lien of any such Assessment. The written opinion of an officer of the Association that any lien is subordinate to any given mortgage shall be deemed to be dispositive of that issue.

(d) The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Probate Office of Jefferson County, Alabama prior to

the date of recording the Association's Claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquiror of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Nothing herein contained shall be construed as releasing the party liable for such delinquent Assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.

(e) Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above, including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the Lot or the use or enjoyment of the Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who has made application for a loan secured by a mortgage on said Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments which are due and payable and the Association shall give the requesting party a written response within ten (10) days of such inquiry providing information as to the status of Assessments on said Lot. The party making such request may rely on the information set forth in such response and the facts stated therein shall be binding upon the Association.

(f) The Association shall have the right to assign its Claim of Lien, and any other lien rights provided for in this Article V, for the recovery of any unpaid Assessments, to the Developer, to any Owner or group of Owners, or to any third party.

Section 5.11 **Exempt Property.** The Board shall have the right to exempt any portion of the Property from the Assessments, charges and liens created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or

(b) As a Common Area as defined in Section 1.02 hereof.

ARTICLE VI COMMON EXPENSES

The following are certain expenses with respect to the Common Areas which are hereby declared to be "Common Expenses" which the Developer (until such time as the Association Turnover occurs) or the Association is obligated to collect by Assessment, and which Owners are obligated to pay as provided in Article V hereof. The enumeration below of these expenses shall in no way limit the Association from deeming other expenses incurred in managing the Association or any part of the Common Areas and for the Property to be "Common Expenses" which are subject to collection by Assessment:

Section 6.01 **Maintenance and Repair of Common Areas.** From and after the date on which the Association Turnover occurs, the Association shall be responsible for maintaining the Common Areas. The cost and expense to keep and maintain the Common Areas in good and substantial repair and in a clean and attractive condition, if any, including the charges in Section 7.01 of this Declaration, shall be deemed Common Expenses which are subject to collection by Assessment. These Common Areas include, but are not limited to, streetlights, irrigation, entrance features, any fencing around the perimeter of the Property, the Detention Facility, the Parking Areas and the Private Roads, and all other drainage areas and pipes. The Detention Facility shall be inspected bi-annually for silt accumulation. Such inspection and any required removal of silt shall be performed by a reputable third-party party with reasonable experience in the silt removal and restoration process. If such third-party determines that the silt level in the Detention Facility is in excess of one foot, such excess silt shall be removed so that the silt level in the Detention Facility is returned to its original level, and such excess silt shall be disposed of in an appropriate manner and in compliance with all applicable laws outside of the Property. Any areas disturbed during the maintenance of the Detention Facility shall be restored, to the extent reasonably possible, to their prior condition.

Section 6.02 **Management.** The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment, as may be needed to provide for the management, supervision and maintenance of the Common Areas, including any actual cost borne by the Developer in the management of the same, shall be deemed Common Expenses which are subject to collection by Assessment. Until such time as the Association Turnover occurs, the Developer reserves the right to cause the Association to retain a third party property management company to manage the repair and maintenance of the Common Areas.

Section 6.03 **Property Taxes.** All ad valorem taxes and other assessments relating and connected to the Common Areas, if any, shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.04 **Reserves.** The Association shall establish contingency reserves for repairs to Common Area structures such as lighting or sidewalks. The Association may establish reserves for the payment of Common Expenses in the future. All such reserves shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.05 **Fidelity and Directors' Insurance.** Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any, shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.06 **Interested Transactions.** The Association may obtain materials and services from the Developer or any of its Affiliates in connection with the management of the Association or any part of the Common Areas as herein contemplated; provided that the compensation for such materials and/or services is, in the opinion of the Association, comparable with the compensation of any non-affiliated third party providing similar materials and/or services which can be reasonably made available to the Association. Such expenses shall be deemed Common Expenses which are subject to collection by Assessment.

Section 6.07 **Enforcement of Declaration and Rules and Regulations.** All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Association's duty to enforce all of the Protective Covenants and other terms contained in or imposed by this Declaration, and all rules and regulations adopted pursuant to the Articles, by the By-Laws or this Declaration, shall be deemed Common Expenses which are subject to collection by Assessment.

ARTICLE VII RESTRICTIONS ON USE

Section 7.01 **Maintenance.**

(a) It shall be the responsibility of each Owner to prevent any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

(b) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control, Developer reserves for itself, its agents and the Association, the right, after ten (10) days' notice to any Owner of a Lot, to enter upon such Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Developer or the Association detracts from the overall beauty and safety of the Property. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer or the Association may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration. The provisions of this section shall not be construed as an obligation on the part of Developer or the Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

(c) After the Association Turnover occurs, all maintenance for the Common Areas will be the responsibility of the Association. Maintenance to be provided by the Association includes, but is not limited to, maintenance of the entrance to the Property and the Private Roads and Parking Areas, maintenance of all landscaping and grassed portions of the Common Areas, including medians, if any, maintenance of the lot, maintenance of the Detention Facility and any drainage areas, and general maintenance or repair of any kind whatsoever of any areas within the Property which are not the responsibility of a governmental authority or a specific Owner. Notwithstanding anything within this Declaration to the contrary, until such time as the Association Turnover occurs, Developer reserves the right to provide or contract to provide for all such maintenance services for the benefit of the Association and to bill the Association for the cost of such services not more frequently than quarterly.

Section 7.02 **Construction.**

(a) In the event of any damage to any utilities, drainage structure, roadway, or other infrastructure by any Owner, or his or her agents, servants, employees, or contractors, the Developer or the Association shall have the right to repair any damage not repaired after ten (10) days written notice and to charge the Owner, or his or her contractor, the reasonable cost for such repair, which charges shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration.

(b) During construction of any dwelling or improvement, the Owner must keep Lots, homes and garages maintained and clean and must keep Yards cut. All building debris, stumps, trees, and other waste must be removed from each Lot by the builder or contractor as often as necessary to keep the Lot attractive. Excess and unused materials may be stored on a Lot for the duration of construction on said Lot.

(c) During the construction of any improvements or Dwellings, the Owners and their agents, contractors, subcontractors and material suppliers shall comply with all requirements of any governmental authorities having jurisdiction over the Property, including but not limited to the Alabama Department of Environmental Management and the Engineering Department of the City of Vestavia.

Section 7.03 **Animals**. Subject to the Association's sole discretion, no animals, livestock, birds, insects or poultry of any kind or description except the usual household pets shall be kept, raised or bred on any Lot; provided, however, that no household pet may be kept on any Lot for commercial breeding purposes; provided further, that any household pets shall be confined to the Lot of the Owner thereof and must be kept on a leash when permitted to be outside. No more than two (2) outside pets per Dwelling shall be permitted.

Section 7.04 **Nuisance**. No noxious, offensive or illegal activities shall be carried on or permitted to exist upon any Lot or within the Property, nor shall anything be done on any Lot or within the Property which may be or may become an annoyance, embarrassment, nuisance or source of discomfort to the neighborhood or which would render any portion of the Lot or Dwelling thereon unsanitary, unsightly, offensive or detrimental to other Lot owners or which may result in the cancellation or increase of insurance coverage or premiums for others, or cause a violation of any law, statute, ordinance, rule, regulation or requirement of any governmental authority. Without limiting the generality of the foregoing, no horns, whistles, bells, or other similar sound devices other than security and fire alarm devices used exclusively for such purposes shall be located or placed upon any Lot, Dwelling or other portion of the Property.

Section 7.05 **Minerals**. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 7.06 **Garbage**. No trash, garbage, rubbish, refuse, waste or other debris of any kind shall be dumped, placed or permitted to accumulate on any portion of the Property. All dead trees, limbs, leaves and other debris shall be removed from the Lot within a reasonable length of time. Trash, garbage, or other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Garbage containers shall at all times be kept at the

Rear Yard or inside of a Dwelling and shall be screened from view from streets and adjacent Lots and Dwellings by appropriate landscaping or fencing. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction with approval of the local governmental authorities and the Committee. The Owner of each Lot shall contract with the authorized agent in the City of Vestavia, for the collection of trash, refuse and garbage.

Section 7.07 **Signs**. Except as permitted by the Committee, billboards or advertising structures of any kind are prohibited, except that (i) Developer, builder and real estate marketing signs will be permitted during construction periods if approved by the Committee and (ii) one professional sign of not more than five (5) square feet will be permitted to advertise the Property for sale during sales periods. All builder or contractor signs shall be promptly removed after completion of construction. No sign shall be nailed or attached to trees. The Association shall have the right to remove all signage that is not permitted by, or otherwise fails to comply with, the provisions of this Declaration.

Section 7.08 **Damaged Structures**. Any dwelling or other structure on any Lot in the Property which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the Lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than sixty (60) days.

Section 7.09 **Roadway Obstruction**. Unless installed by the Developer, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree or shrub of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee. No basketball goals or other recreational equipment shall be permitted on any of the streets located within the Subdivision.

Section 7.10 **Boats, Trailers and Campers**. No boat, boat trailer, house trailer, truck (other than a standard size pick-up trucks or SUV), camper, golf cart or similar equipment or vehicle shall be parked or stored on any road, street, driveway, Yard or Lot located in the Property. No unkempt, non-operational, non-maintained or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, Yard or Lot or otherwise be visible from any street in the Property. No vehicles of any kind shall be parked on any Yard or natural areas of a Lot.

Section 7.11 **Trees**. All Owners shall use their best efforts to preserve as many trees as practicable on their respective Lots. During the construction of any improvements or Dwellings, the Owners and their agents, contractors, subcontractors and materials suppliers shall use their best efforts not to damage trees or other vegetation which, pursuant to this Declaration, are to be preserved.

Section 7.12 **Firearms**. There shall be no discharging of any type firearm or other weapon in the Property.

Section 7.13 **Due Care**. Each and every Owner and future Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any builders or contractors of such Owner, or employees and subcontractors of such contractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such Owner, his or her family, and any such builder or contractor and its employees and subcontractors.

Section 7.14 **Time and Hours of Construction**. Upon the commencement of construction of any building on a Lot, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months from date of commencement of construction.

Section 7.15 **Drainage**. No Owner shall restrict the planned flow of storm water along any street or road upon which the Owner's Lot fronts or adjoins (including the Private Roads) or any Parking Area. All proposed construction of driveways or other ingress and egress to each Lot shall be approved by the Committee in efforts to prevent violation of such restriction.

ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 8.01 **Membership**. Every Owner, including the Developer for so long as it is an Owner, shall at all times be a member of the Association, from and after such time as the Association is formed. Membership shall be appurtenant to, and may not be separated from, fee ownership of any Lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Probate Office of Jefferson County, Alabama and a true copy of such recorded instrument is promptly delivered to the Association. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted), or upon such ownership interest being divested in some other manner. Notwithstanding anything herein to the contrary, an Owner may not assign his or her membership in, or the right to vote on matters of, the Association to any person who is renting or leasing a Dwelling.

Section 8.02 **Voting**. Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he, she or it holds the interest required for membership. When one or more persons hold such interest, all such persons may be members, and the vote(s) for such Property shall be exercised in the manner set forth in the By-Laws, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. There shall be no fractional voting. The votes of an Owner of more than one (1) Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of this Declaration, the Articles or the By-Laws, the affirmative vote of Owners who own a majority of the Lots which are represented at any meeting of members duly called, and at which a quorum is

present, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth in the By-Laws.

Notwithstanding the provisions of this Section 8.02, until such time as the Association Turnover occurs, the Developer shall have the exclusive right to (i) vote on all issues and matters of the Association, and (ii) elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies. At least one hundred twenty (120) days in advance of such organizational meeting, the Developer shall give written notice to the members of the Association in accordance with Alabama Code Section 10A-3-2.03 of the meeting, which notice shall (i) state that the purpose of the meeting is the election of new Board members, (ii) provide for nominations of candidates to the Board at such organizational meeting on the written consent of at least ten percent (10%) of the membership, and (iii) state the name of all existing Board members who may continue to serve as Board members (if any). Until such time as the Association Turnover occurs, the Developer at its sole discretion shall act and have the authority to act as the Association and have such rights and such obligations as are created herein.

ARTICLE IX RIGHTS OF DEVELOPER

Section 9.01 **Indemnification**. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property whether from Developer or a subsequent owner of such Lot, agrees to indemnify and reimburse Developer and/or the Association, as their respective interests may appear, for any damage caused by such Owner or the builder, contractor, agent or employees of such Owner, to roads, streets, gutters, walkways, Common Areas, or other portions of the Property, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer and/or the Association, or for which Developer and/or the Association has responsibility for maintenance thereof, at the time of such damage.

Section 9.02 **Limitation of Liability**. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless the Developer, and its agents, directors and employees (all of whom are included in the term "Developer" for the purposes of this Section 9.02) from and against any and all claims and demands by such Owner, any member of his or her family, their employees, agents, guests, invitees, licensees, builders, contractors, and employees or subcontractors of such contractors, or any other persons whomsoever, for damages to property and personal injury or death (including but not limited to, the Developer's contributory negligence) which may arise out of or be caused directly or indirectly by such Owner on its Lot or Lots, and/or the use of or construction on said Lot or Lots by said Owner, any member of his or her family, their guests, agents, invitees, licensees, builders, contractors, or by any other person whomsoever. The indemnification by such Owner as set forth above shall also cover any and all expenses of Developer, including attorneys' fees resulting from any claims or demands.

ARTICLE X
NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES

Section 10.01 **Protective Covenants Running with the Land**. The foregoing Protective Covenants shall run with the land and constitute a servitude in and upon the Property and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement, which has been signed by Owners who own two-thirds (2/3) or more of the then existing Lots in the Property, agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Jefferson County, Alabama.

Section 10.02 **Default**. Violation or breach of any of the Protective Covenants shall constitute a default hereunder. Any person given the right to enforce the Protective Covenants herein set forth may provide written notice thereof to any Owner (and any Institutional Mortgagee who or which has requested the same and provided to the Association an address for such notices).

Section 10.03 **Remedies for Default**. The existence of any default which has not been cured within thirty (30) days of the notice specified above shall give the Developer, the Association and any Owner, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them. All costs, fees and expenses, including attorneys' fees, incurred by any party enforcing or attempting to enforce these Protective Covenants shall be borne by the defaulting party.

Section 10.04 **Nature of Remedies; Waiver**. All rights, remedies and privileges granted to the Developer, the Association and the Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenants or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction. Nothing contained herein shall be deemed or construed to require the Developer or the Association to take any action or do anything relating to the enforcement of these covenants, or the exercise of any remedy set out herein or as may be otherwise permitted by law.

Section 10.05 **Assignment**. The Developer and the Association shall have the right to assign their respective rights to enforce these Protective Covenants. In the event of such assignment, the assignee shall have all the rights, remedies and privileges granted to its assignor under the provisions of this Article X. Additionally, in the event that the Developer sells all (or substantially all) of the Lots in bulk to a third party buyer (the "Developer's Assignee"), the Developer shall have the right to assign to Developer's Assignee any and all right, title and interest of the Developer in the Subdivision, including without limitation all of the Developer's rights as "Developer" and declarant under this Declaration, in which case the Developer's Assignee shall succeed to all of the rights and privileges of Declarant hereunder, provided that the Developer's Assignee expressly agrees in writing to assume all of the Developer's obligations as "Developer"

or declarant under this Declaration, and such writing is recorded in the Probate Office of Jefferson County, Alabama.

Section 10.06 **No Right of Reverter**. No covenant, condition or restriction set forth in this Declaration is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

ARTICLE XI AMENDMENT OF DECLARATION

Section 11.01 **Amendment by Developer**. Until such time as the Association Turnover occurs, the Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto, provided, however, that this right of unilateral amendment is subject to the limitations set forth in Section 11.02 hereof. After the Association Turnover occurs, this Declaration may be amended only by the affirmative vote of the majority of the Members of the Association.

Section 11.02 **Restrictions on Amendment**. Notwithstanding the foregoing provisions of this Article XII:

(a) No amendment shall materially adversely affect the rights and priorities of any Institutional Mortgagees of record or change the provisions of this Agreement with respect to Institutional Mortgages, unless all Institutional Mortgagees of record so adversely affected shall consent thereto.

(b) No amendment to this Declaration shall make any change in the qualifications of the membership nor diminish the voting or property rights of Members, without approval in writing by all Owners and the joinder of all Institutional Mortgagees,

(c) No amendment to this Declaration shall abridge, limit, amend or alter the rights, privileges, powers or options of the Developer or any Institutional Mortgagee, as the same are set forth in the Declaration, without the prior written consent of the Developer if it is so affected and any Institutional Mortgagee which is so affected.

Section 11.03 **Scrivener's Error**. Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of an amendment to this Declaration consented to by the Board of Directors of the Association and any Owners or Institutional Mortgagees of record directly affected by the amendment. No other Owner is required to consent to any such amendment. If there appears to be any other omissions or errors in This Declaration, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interests of any other party, then such error or omission may be corrected by the filing of an amendment to this Declaration executed by the Board without the consent of any other party.

**ARTICLE XII
GENERAL PROVISIONS**

Section 12.01 **Notices**. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, to the address of such Owner as it appears on the records of the Association at the time of such mailing. Any notice required to be sent to the Developer or the Association, as the case may be, shall be deemed to be sent when mailed by United States mail, postage prepaid, to their respective registered office in the State of Alabama.

Section 12.02 **Severability**. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

Section 12.03 **Governing Law**. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

Section 12.04 **Captions**. The captions and titles of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

Section 12.05 **Usage**. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.06 **Conflict**. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations, then the provisions of this Declaration shall prevail.

Section 12.07 **Effective Date**. This Declaration shall become effective when it has been recorded in the Probate Office of Jefferson County, Alabama.

Section 12.08 **Owner's Acceptance**. EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER INSTRUMENT OF CONVEYANCE FOR ANY LOT OR ANY INTEREST THEREIN, OR BY EXECUTION OF A CONTRACT FOR THE PURCHASE THEREFOR, UNCONDITIONALLY AGREES TO BE BOUND BY, AND TO COMPLY WITH, EACH AND EVERY TERM, PROVISION, COVENANT AND RESTRICTION CONTAINED HEREIN.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration as of the date first above written.

“DEVELOPER”:

GRANT’S MILL, LLC

By: _____

Name: _____

Its: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for the State at Large, hereby certify that _____, whose name as _____ of **GRANT’S MILL, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority for and as the act of said limited liability company.

Given under my hand and official seal, this the ____ day of _____, 2019.

Notary Public

(NOTARY SEAL)

My commission expires: _____

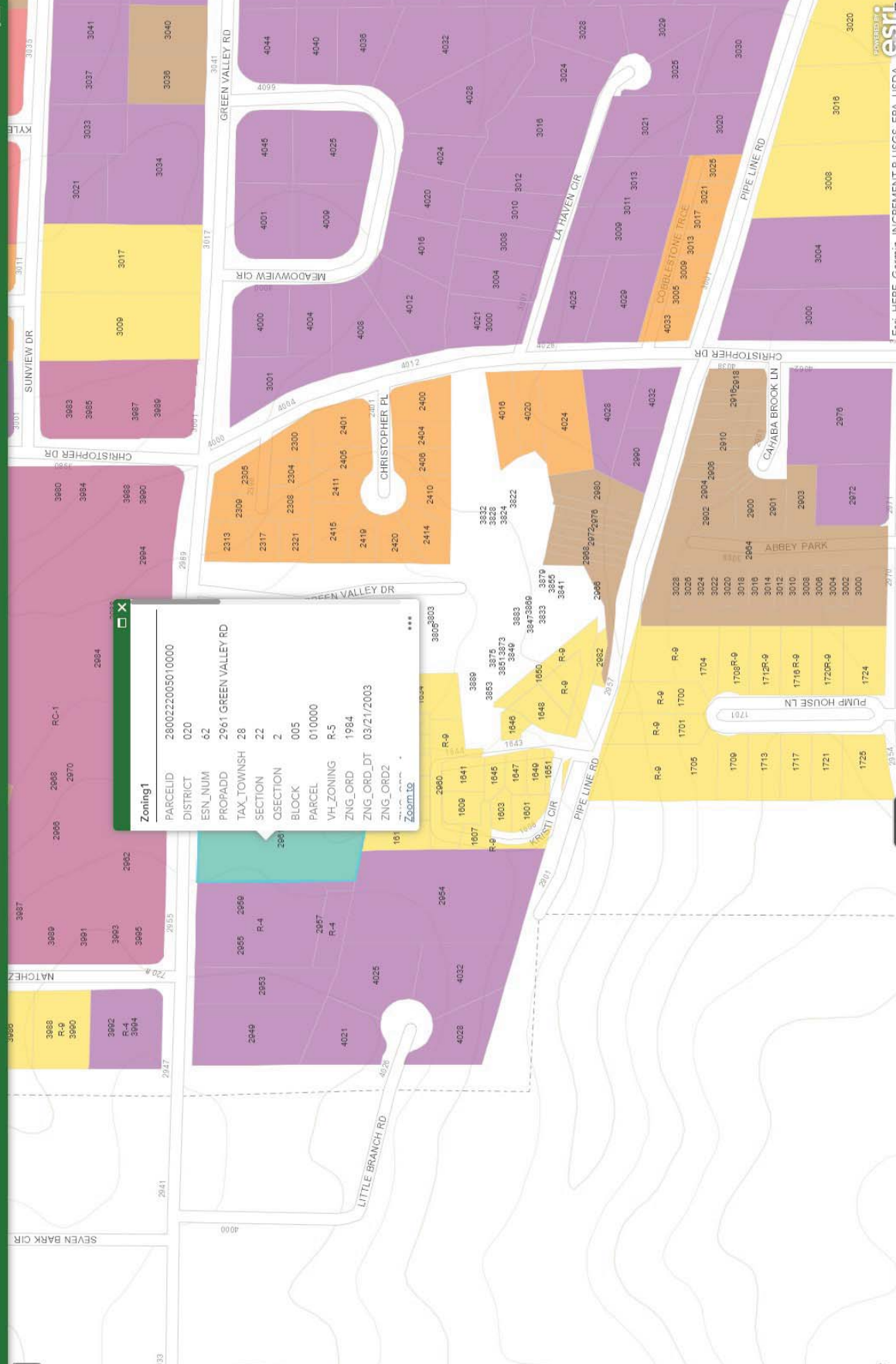
This instrument was prepared by:

Matthew W. Grill
Maynard, Cooper & Gale
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203
205.254.1000

EXHIBIT A




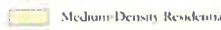


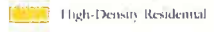




(Description of Property)

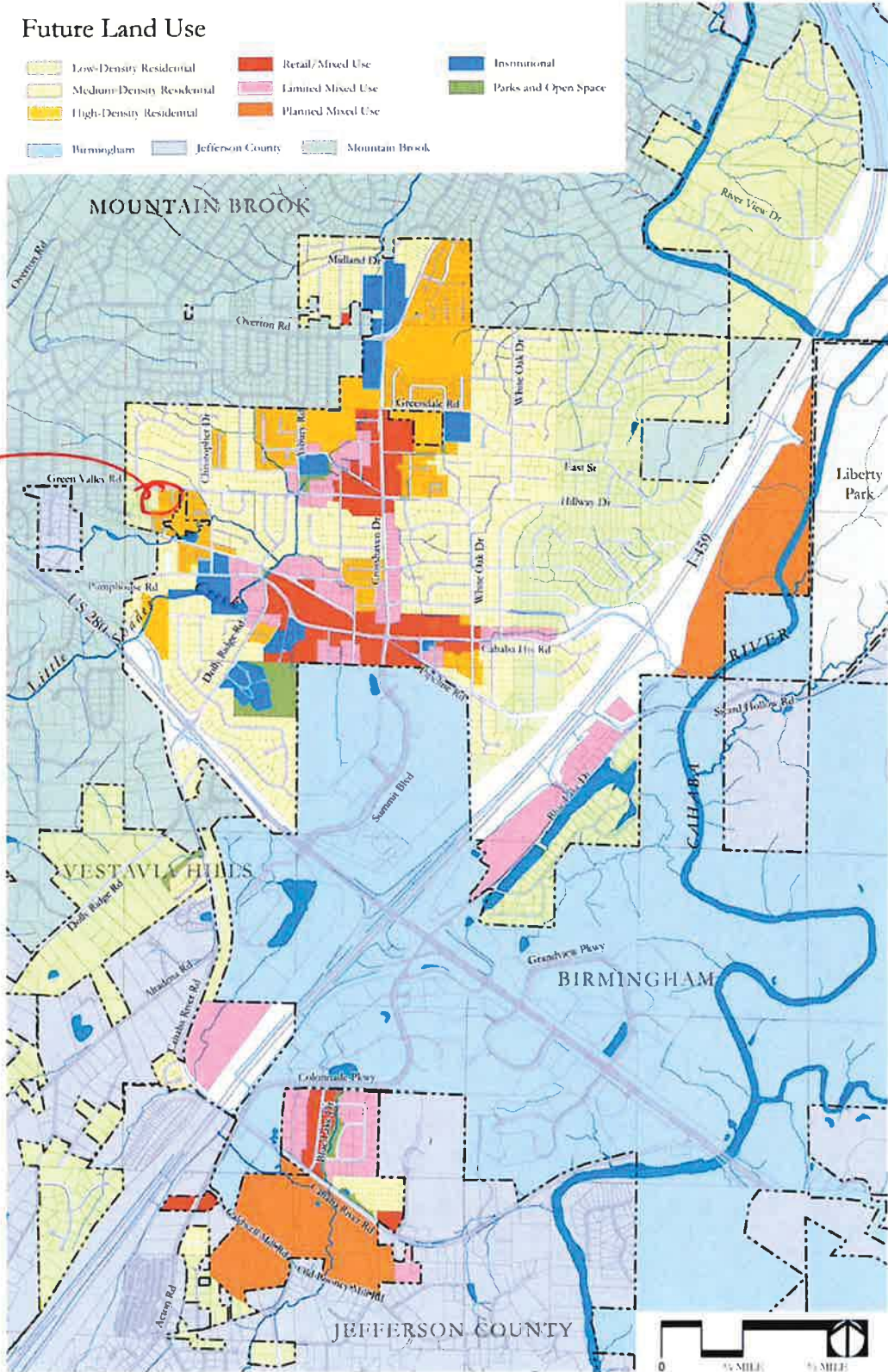
4017 Crosshaven Dr, Birmm X
Show search results for 4017 C...



Zoning1	
PARCELID	2800222005010000
DISTRICT	020
ESN_NUM	62
PROPADD	2961 GREEN VALLEY RD
TAX_TOWNSH	28
SECTION	22
CSECTION	2
BLOCK	005
PARCEL	010000
VH_ZONING	R-5
ZNG_ORD	1984
ZNG_ORD_DT	03/21/2003
ZNG_ORD2	

Future Land Use

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



Subject Parcel

Figure 4: Future Land Use Map

RESOLUTION NUMBER 5191

A RESOLUTION RENAMING A STREET

WHEREAS, in May 2002, following a referendum vote, the Cahaba Heights Fire District was annexed to the City of Vestavia Hills; and

WHEREAS, the Topfield Subdivision was recorded in the Office of the Probate Judge of Jefferson County with a street name of “Pine Drive” on May 11, 1955;

WHEREAS, the street recorded as Pine Drive also been referred to as “Pine Tree Drive;” and

WHEREAS, a search of Jefferson County’s records shows no record of an official street name change to “Pine Tree Drive;” and

WHEREAS, the City’s Public Works Department, following annexation, erected a street sign located at the entrance says “Pine Drive;” and

WHEREAS, E-9-1-1 requires that signage and street names coincide to allow enhancement of emergency services throughout the City; and

WHEREAS, a polling of the residents of that street reportedly either use or are willing to use the street name “Pine Tree Drive” and prefer that the name of the street remain as such; and

WHEREAS, the Mayor and the City Council feel is in the best interest of the public to rename and clarify that the street name is “Pine Tree Drive” and allow the City adopted signage reflecting the correct name of the street and notify all government agencies of the same.

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

1. The street known as “Pine Drive” and/or “Pine Tree Drive” is hereby named as “Pine Tree Drive.”
2. The City Manager is hereby authorized to notify all agencies of said name of street and erect City adopted signage to reflect said name; and
3. This Resolution Number 5191 is effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 28th day of October, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Petition from the Residents of Pine Drive

September 19, 2018

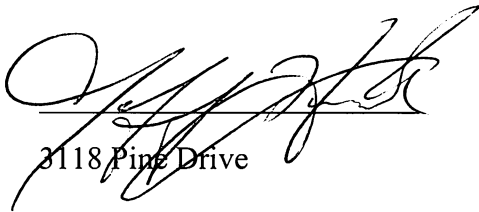
This is a petition from the residents of Pine Drive proposing a request to the City Council for the renaming of a city street. The residents of Pine Drive hereby request that the City Council of Vestavia Hill, Alabama rename the street from Pine Drive to Pine Tree Drive. To rename the street all the residents of Pine Drive must give consent via a signature. A signature below demonstrates the resident's desire to rename the street.

Signatures:

Date:

3111 Pine Drive

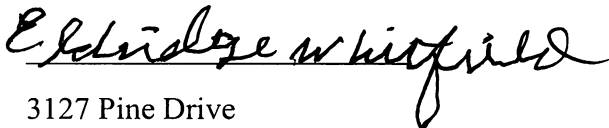
9/19/18



3118 Pine Drive

4516 Pine Drive Tree Circle

4538 Pine Drive Tree Circle



3127 Pine Drive

9-19-2018

• 3123 Pine Drive

TOPFIELD SUBDIVISION
 LOCATED IN SW¼ OF SE¼ OF SEC. 27-T. 18-S. R. 2-WEST
 MARCH, 1955 A.W. MEADE, SURVEYOR SCALE 1"=100'

Exhibit Resolution No. 5191



STATE OF ALABAMA
 JEFFERSON COUNTY

We the undersigned A. W. Meade, as surveyor and Herbert Acton, as owner of the land set forth and described on this map or plat hereby certify that the foregoing is a true and correct plat showing the width and length of each street road or other public way, the number and dimensions of each lot, its relation to adjoining subdivisions or acreage, and showing the relation of the land so platted to the Government survey of section 27 township 18 south range 2 west in Jefferson County Alabama.

witness our hands: this the 31st day of March, 1955

A. W. Meade
 Surveyor State reg. #1101
Herbert Acton
 Owner

STATE OF ALABAMA
 JEFFERSON COUNTY

I, Eston H. Stead, a notary public in and for said County and State hereby certify that Herbert Acton, whose name is signed to the foregoing certificate as owner, and who is known to me acknowledged before me on this day, that being informed of the contents of said certificate, he as such owner and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal:
 this the 31st day of March, 1955
Eston H. Stead
 Notary Public

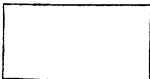
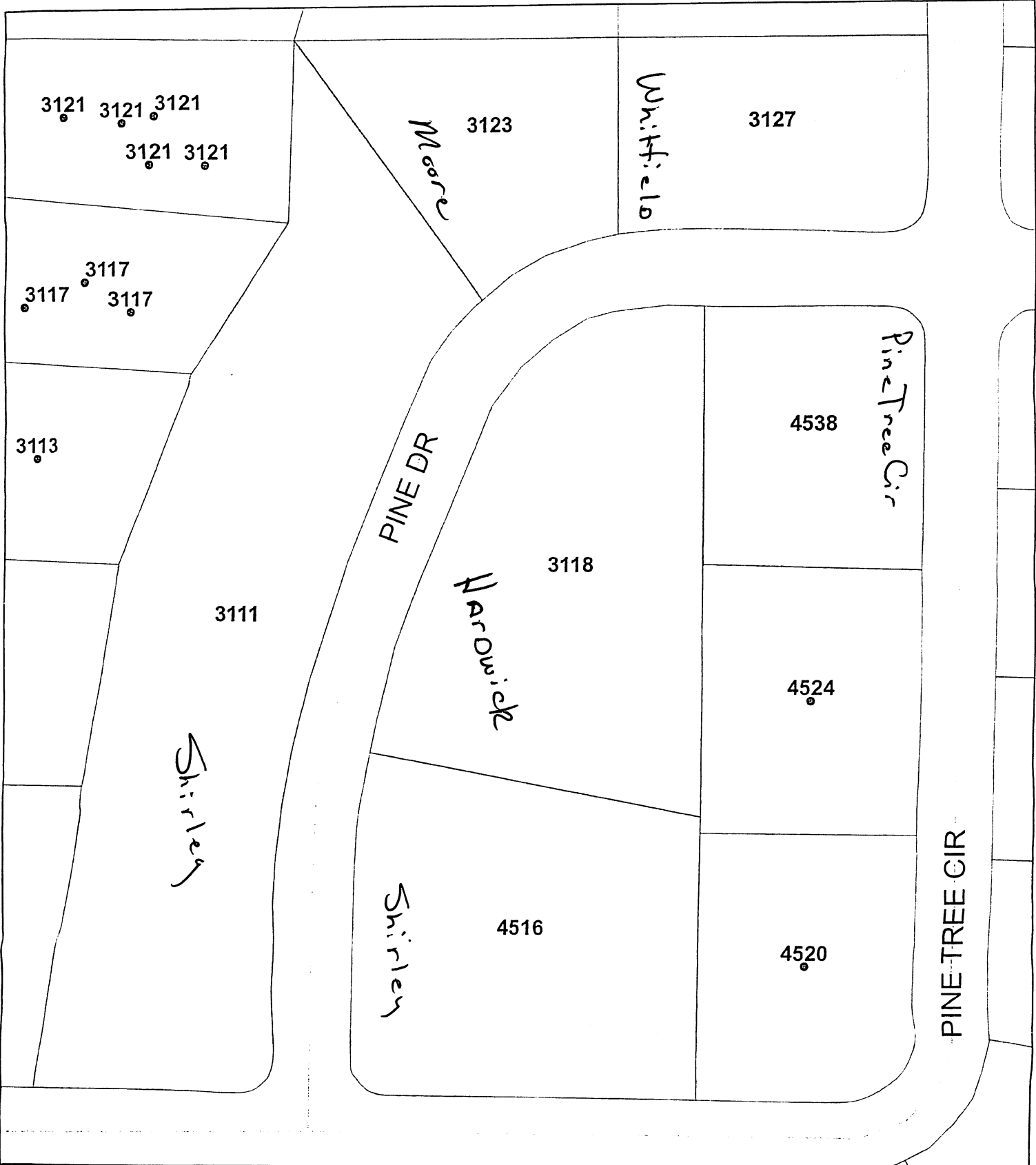


APPROVED D. A. McNeill
 County Highway Engineer,
 4/19/55

STATE OF ALA. JEFFERSON COUNTY
 I CERTIFY THIS INSTRUMENT
 FILED BY
 Map 42 Page 72
 MAY 11 10 43 AM '55
 RECORDED & INDEXED
 & FILED IN THE PUBLIC RECORDS
 TO. ON THIS INSTRUMENT.
 Tom L. James

Pine Drive

Exhibit Resolution No. 5191



Signatures Are Required

City of Vestavia Hills
Department of GIS
August 31, 2018



Jack Wakefield

From: Kit Moore <kitmoorerealtor@gmail.com>
Sent: Wednesday, September 26, 2018 1:45 PM
To: Jack Wakefield
Subject: Re: Petition to Rename Street in Vestavia

If you can send me a pdf of the petition, I can set it up for them to sign electronically. This is how I do contracts for real estate. Are you needing both signatures. I spoke with my dad and he is fine with the name change.

Kit

Sent from my iPhone

On Sep 26, 2018, at 1:36 PM, Jack Wakefield <jwakefield@vhal.org> wrote:

Mr. Moore,

Can you please get in touch with them. I need a physical copy of the petition. If signing it and scanning it back to me would be a hassle, I can meet them on the property possible tomorrow to get it a signed. Or if they wouldn't want to do that, your parents can come to the City Clerk's office at City Hall and me or one of the administrative assistants will have it ready for them to sign. Whatever is easier for them.

-Jack Wakefield

From: Kit Moore [mailto:kitmoorerealtor@gmail.com]
Sent: Wednesday, September 26, 2018 12:56 PM
To: Jack Wakefield <jwakefield@vhal.org>
Subject: Re: Petition to Rename Street in Vestavia

Jack,

My parents own the property. I have always known the property as Pine Tree Dr. I can ask them about signing the petition. Is that something that can be handled electronically?

Kit Moore

On Wed, Sep 26, 2018 at 12:50 PM Jack Wakefield <jwakefield@vhal.org> wrote:

Good Afternoon Mr. Moore,

My name is Jack Wakefield and I am an intern with the City of Vestavia Hills. We have a request from a property owner on Pine Drive, asking for the name of that street be changed to Pine Tree Drive. He noted that on I-maps and on Google Maps it lists the road as Pine Tree Drive, while the city has the street listed as Pine Drive, creating some confusion. To get the name of the street changed a petition must be signed by all the property owners on the street and properties that aren't on it, but have a piece of the property touching that road (Pine Drive). I have been doing some research, and under our property tax information it list a property on that street, 3123 Pine Drive, as owned by a Dan and Patricia Moore with a mailing address of, 49A 7TH ST, PLEASANT GROVE AL - 35127-0338. I looked at a Google Street view image of the property and noticed that it had an Ingram-Moore Realty for lease sign in front of the house. I am wondering if your business does indeed own

this property? If so, would you consider signing this petition to have the street changed?
Don't feel any pressure to sign it, if it is not in your business's best interest please do not sign it and just let me know you would not like the street changed, so I can inform my City Clerk. If you are willing to sign it, attached to this email is a copy of that petition. Could you scan it and send it back to me? I have also attached a map showing the street and the properties affected.

Thank You,

Jack Wakefield

--

Kit Moore
Ingram Moore Realty
205.643.1961
www.kitmoore.com

Dr Shirley, I am the City Clerk for Vestavia Hills and we have been trying to contact you regarding the renaming of Pine Drive to Pine Tree Drive, the street for you 2 new proposed office buildings. I think my asst. talked to you a few months ago regarding this but we never heard back. I know you are really busy, but I wanted to reach out to see if we have your permission to rename the street so it's all done and new streets signs are in place before you begin construction of your new buildings. Please advise. Thanks, Rebecca Leavings, City Clerk

Sure. All good for me. Thank you. Sorry, I remember talking with your assistant, but I was about to leave on a business trip, and I forgot afterwards

Thank you so much!