

**Vestavia Hills
City Council Agenda
December 16, 2019
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Don Richards; Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval Of Minutes – None.

Old Business

1. Resolution Number 5212 – A Resolution Authorizing The City Manager To Purchase Cancer Insurance Coverage For Vestavia Hills Fire Fighters Pursuant To Act 2019-361 (*public hearing*)
2. Resolution Number 5213 – Vacation – Ingress/Egress Easement Located On Lot 5C, Patchwork Farms Recorded In Map Book 241, Page 34, Jefferson County Judge Of Probate And In A Certain Reciprocal Easement And Maintenance Agreement Of Lots 5A, 5B And 5C, Patchwork Farms As Recorded In LR201515, Page 14992, Jefferson County Judge Of Probate; Christopher LLC, Owner (*public hearing*)
3. Ordinance Number 2900 – Rezoning – 2926 Columbiana Road (2927 Columbiana Court); Elevation Apartments (Formerly Windcliff Apartments); Rezone From Jefferson County R-4 (Multi-Family Residential) To Vestavia Hills R-5 (Multi-Family Residential), Compatible Zoning From A 1983 Annexation; ECG Vestavia, LLC; Summit Vestavia I, LLC; Summit Vestavia II, LLC As Tenants In Common, Owners (*public hearing*)
4. Ordinance Number 2901 – Rezoning For A Revised Site Plan And A Conditional Use Approval – 3127 Blue Lake Drive; Lot 10A-, Resurvey Of Lots 8, 9 & 10, Topfield Subdivision And Lot 11, Topfield Subdivision; The Purpose Of The Request Is To Revise A Site Plan Of A B-1.2 Zoned Development And A Conditional Use Approval To Allow An Additional 2,500 Square Foot To Allow For A Total 12,500 Square Foot Building; SWBP Investments, LLC, Owners (*public hearing*)

New Business

New Business (Requesting Unanimous Consent)

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

5. Citizens Comments
6. Motion for Adjournment

RESOLUTION NUMBER 5212

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE
CANCER INSURANCE FOR VESTAVIA HILLS FIRE FIGHTERS
PURSUANT TO ACT NUMBER 2019-361**

WHEREAS, Act 2019-361 of the Alabama legislature mandates that municipalities purchase cancer coverage for all of their paid firefighters; and

WHEREAS, said cancer coverage should, at a minimum, provide critical illness and long term disability coverage for firefighters who are diagnosed with cancer; and

WHEREAS, said insurance shall be effective January 1, 2020; and

WHEREAS, the City of Vestavia Hills sought the most advantageous option from the insurance marketplace and has determined that the cancer insurance offered through the Alabama First Responders Benefit Program by The Hartford Life and Accident Company is the best option for Vestavia Hills as detailed in Exhibit A, attached to and incorporated into this Resolution Number 5212 as if written fully therein; and

WHEREAS, the quoted annual premium amount through The Hartford Life and Accident Company for 2020 is \$19,020.96; and

WHEREAS, a summary of premium and benefits is marked as Exhibit B, attached to and incorporated into this Resolution Number 5212 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the quote given by The Hartford Life and Accident Company.

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

1. The City Manager is hereby authorized to take all actions necessary in order to secure required insurance coverage for Vestavia Hills Fire Fighters pursuant to Act 2019-361 through The Hartford Life and Accident Company as detailed in the attached Exhibit B; and
2. This Resolution Number 5212 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 16th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

City of Vestavia Hills Fire Department Cancer Quotes

Hartford Life and Accident Insurance Company

Option 1

<u>Firefighter class</u>	<u>Basic Plan Rate</u>	<u>Basic Plan Premium</u>
Paid Career	\$186.48	\$19,020.96

Option 2

<u>Enhanced Plan Rate</u>	<u>Enhanced Plan Premium</u>
\$198.24	\$20,220.48

ACE American Insurance Company

<u>Firefighter class</u>	<u>Enhanced Plan Rate</u>	<u>Enhanced Plan Premium</u>
Paid Career	\$263.05	\$26,832.00

*This company does not show a basic plan in the quote section.

City of Vestavia Hills Fire Department Cancer Quotes

Hartford Life and Accident Insurance Company

Benefits(Paid Career)

Lump Sum Cancer Plan

	<u>Benefit</u>
Cancer Benefit Amount	\$25,000
Invasive Cancer	\$25,000
Non-invasive Cancer	\$6,250
Lifetime Max Benefit/Firefighter	\$50,000
Recurrence Benefit	100%, 90 days seperation period

Long Term Disability Plan

	<u>Benefit</u>
Paid Career Firefighter	\$3,000 Maximum Monthly Benefit 180 Elimination Period Duration of 3 years

ACE American Insurance Company

Benefits for class 1 employess(active career firefighters)

Lump Sum Cancer Benefits

	<u>Benefit</u>
Early Stage Cancer	\$6,250
Advanced Cancer	\$25,000
Lifetime Max for Lump Sum Benefits	\$50,000

Long Term Disability Plan

	<u>Benefit</u>
Monthly Benefit	\$3,000, minus other income benefits 6 month waiting period from date of total disability Maximum benefit period of 3 years

RESOLUTION NUMBER 5213

**A RESOLUTION APPROVING AND ASSENTING TO
A DECLARATION OF VACATION**

WITNESSETH THESE RECITALS

WHEREAS, a Declaration signed by the owners of all the lands abutting the following described ingress/egress easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said portion of ingress/egress easement, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

WHEREAS, a copy of said Declaration with map attached is marked as “Exhibit A”, attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

WHEREAS, the above-referenced portion of ingress/egress easement is commonly referred to as “an ingress/egress easement” and is more particularly described as follows:

A strip of land 40’ in width running along and within Lot 5C in the approximate location shown on Preliminary Site Plan attached.

WHEREAS, it appears to the City Council of the City of Vestavia Hills, Alabama, that reasonable means of access as well as sewer access to be afforded to all utilities running through the tract of land or eventually located in said tract of land; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the vacation of the hereinabove described ingress/egress easement is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

RESOLVED, DONE AND ORDERED, on this the 16th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 16th day of December, 2019, and that such Resolution is of record in the Minute Book of the City at page _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 2019.

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
DEPARTMENT OF PUBLIC SERVICES
OFFICE OF CITY ENGINEER
INTER-DEPARTMENT MEMO

December 10, 2019

To: Rebecca Leavings, City Clerk

CC: Brian Davis, Director of Public Services
Lori Beth Kearley, Assistant City Engineer

From: Christopher Brady, City Engineer

RE: vacation of access easement, Patchwork Farms Lot 5

I have reviewed the request for vacation of the described access easement area 3 and find no issues. I provide favorable recommendation of City approval.

Please let me know if questions,

Sincerely,
-Christopher



**STATE OF ALABAMA
JEFFERSON COUNTY**

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting Patchwork Farms as same appears on the Plat of Lot 5C Patchwork Farms which Plat is recorded in Plat Book 241, at Page 37, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said easement as the same appears of record on the Plat to be vacated, and said easement is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of easement is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that easement be closed and vacated.

3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.

4. Patchwork Farms is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 3085 Healthy Way Vestavia Hills, AL 35243

_____ . A copy of the map reflecting the location of easement is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting easement and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 3085 Healthy Way Vestavia Hills, AL 35243

Legal Description: _____

Owners' Name(s): Christopher LLC

B. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

C. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

D. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

E. Street Address: _____

Legal Description: _____

Owners' Name(s): _____

F. Street Address: _____

Legal Description: _____

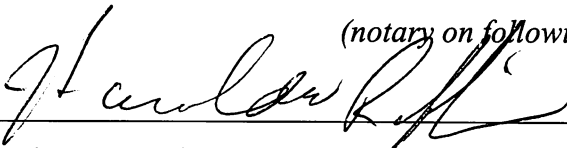
Owners' Name(s): _____

6. All of the undersigned do hereby declare easement to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of easement and its approval of the same.

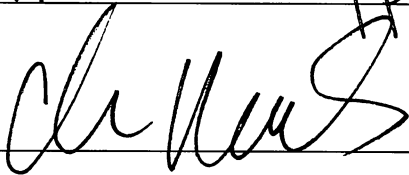
IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the 19 day of November, 2019.

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)



Harold Ripp



Chris Neal

Horizontal lines for signatures and names.

STATE OF ALABAMA

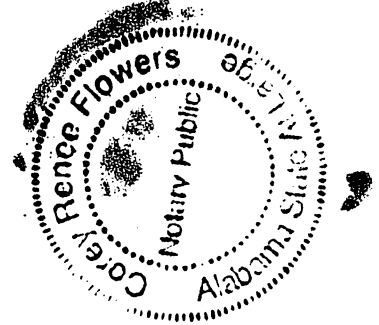
GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Harold Ripp and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19 day of November, 2019.

Corey Renee Flowers
Notary Public



STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Chris Reebals and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19 day of November, 2019.

Corey Renee Flowers
Notary Public

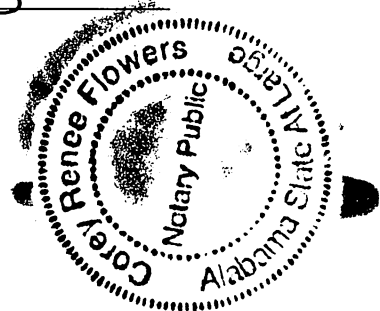


EXHIBIT C

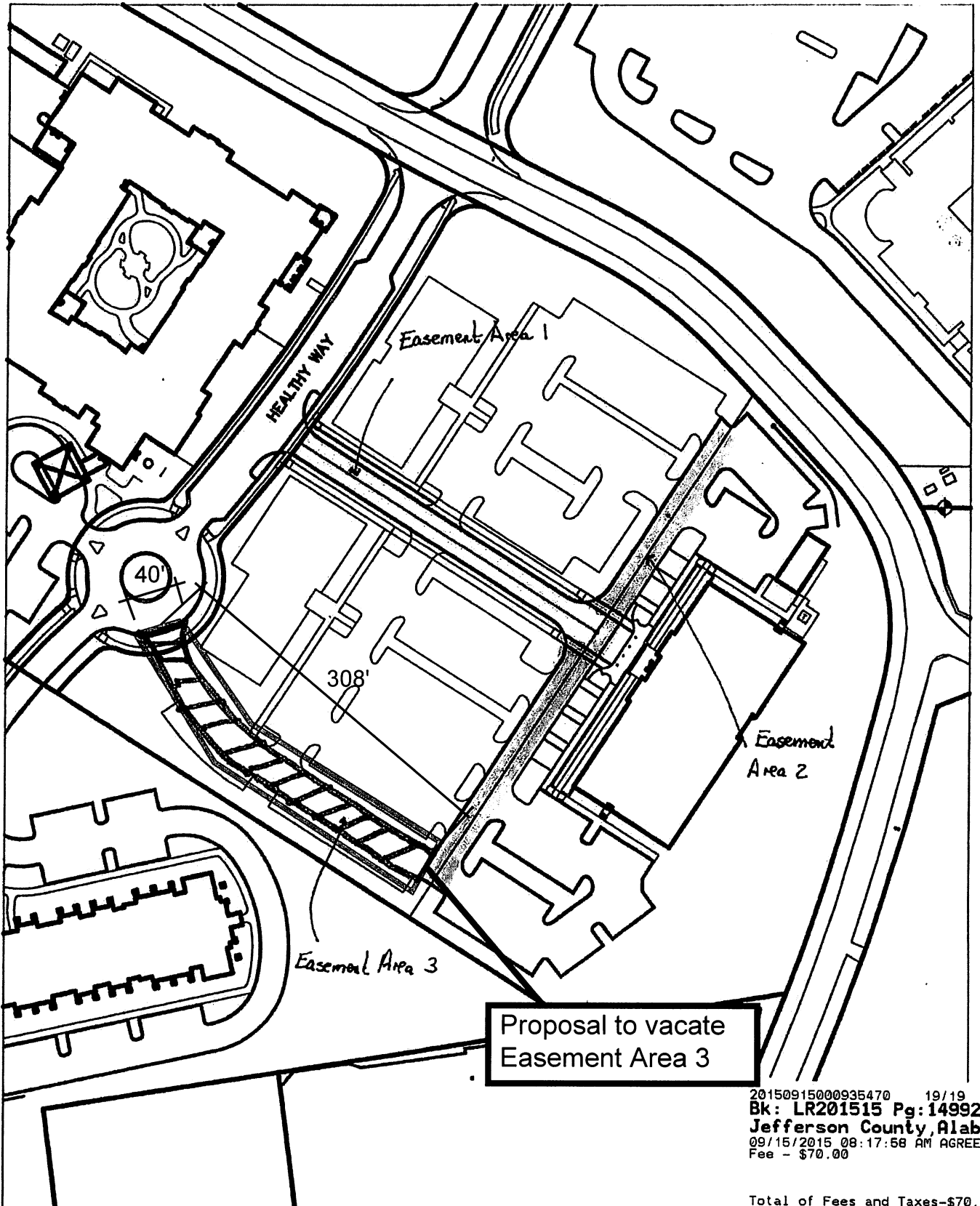
Legal Description of Easement Area 3

Easement Area 3 shall consist of a strip of land 40 feet in width, running along and within Lot 5C in the approximate location shown on the Preliminary Site Plan.

EXHIBIT D

Preliminary Site Plan

See Attached.



**Proposal to vacate
Easement Area 3**

20150915000935470 19/19
 Bk: LR201515 Pg:14992
 Jefferson County, Alabama
 09/15/2015 08:17:58 AM AGREE
 Fee - \$70.00

Total of Fees and Taxes-\$70.00
 NICOLE

DESCRIPTION: EXHIBIT OF OVERALL LOT 5 LAYOUT

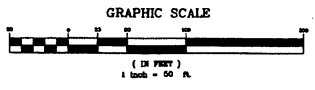
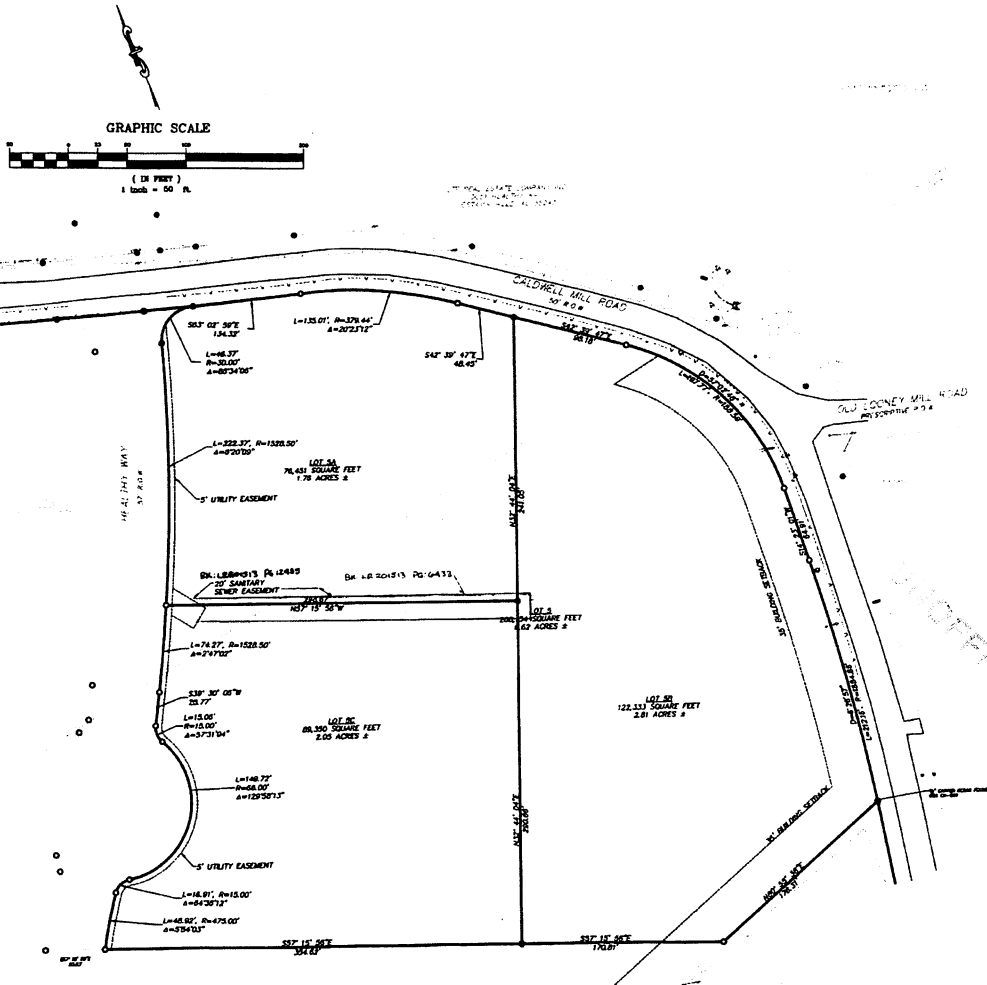
PATCHWORK FARMS DEVELOPMENT
 VESTAVIA HILLS, ALABAMA

EXHIBIT

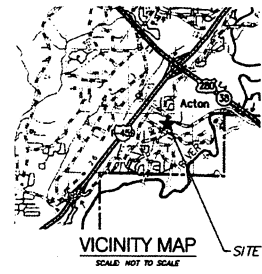
GMC # CBHM140101
 DATE: 07/13/2015
 DRAWN BY: CE

GOODWYN | MILLS | CAWOOD

2701 1st Ave South, Suite 100 | Birmingham, AL 35233
 Tel 205.679.4462 | GMCNETWORK.COM



PATCHWORK FARMS LOT 5 RESURVEY FINAL PLAT



LEGEND			
□	DCM	○	STORM MANHOLE
■	HAZARDOUS	○	POWER MANHOLE
○	1/2" CAPPED REBAR FOUND	○	SANITARY MANHOLE
○	1/2" CAPPED REBAR SET	○	WATER VALVE
△	PK MAN. SET	○	GAS VALVE
△	PK MAN. FOUND	○	GAS METER
○	POWER POLE	○	HYDRANT
○	REINFORCED CONCRETE FOUND	○	PLAT CALL
○	CONCRETE MONUMENT FOUND	○	DEED CALL
○	CONTROL STATION	○	FIELD MEASUREMENT
○	LIGHT POLE	○	R.O.M. - RIGHT OF WAY
○	WATER METER	○	DEED BOOK & PAGE
		○	REINFORCED CONCRETE PFC

- General Note:
1. Underground utilities & encroachments: There was no attempt made to determine the location or width of a possible encroachment beneath the surface. Underground structures and facilities that are shown were located from surface readings or graphically from drawings furnished by the utility. No excavation of underground utilities, underground inlets or subsurface building foundations was made as a part of this survey.
2. Date of survey: April 17th, 2015 is the date of field survey and the last day the surveyor gathered data for the survey.
3. Source of information used: Boundary survey by Goodwyn, Mills and Cawood.
4. Horizontal control and bearings: Bearings are based upon a second class star shown.
5. Easements and note: This survey and drawing is not valid without the easements and note by an Alabama Professional Land Surveyor.
6. Property fee in Flood Zone "X" fee per community F.L.R.L. Parcel # 0107300000, effective date, September 28, 2009.
7. Type of survey: This is a Resurvey/Final Plat.
8. All lots Zoned PD-CUL
9. The Sanitary Sewer Easement is maintained by Jefferson County Environmental Services, The City of Vestavia Hills, Alabama has no obligation to provide sanitary sewer service or maintain any lines lying in the Sanitary Sewer Easement.
10. All lots shown herein are subject to the terms, conditions, easements and restrictions set forth in the Patchwork Farms Commercial Declaration of Covenants, Conditions, and Restrictions dated April 4, 2012 as recorded in BMC 1825123, Page 10227 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended from time to time.

State of Alabama
Jefferson County

I, LeAnn Pardo Dwyer, a Notary Public in and for said State and County, do hereby certify that Gary H. Picking whose name is signed to the foregoing instrument, is a Professional Land Surveyor, whose license to me, acknowledge before me on this date that after having been duly informed of the contents of said certificate, they executed the same voluntarily as each individual with full authority thereunder.

Gives under my hand and seal this 27th day of April, 2015.
Notary Public
LeAnn Pardo Dwyer

My Commission Expires: 08-07-16

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county, in said area, hereby certify that Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and that it has no obligation to provide sanitary sewer service or maintain any lines lying in the Sanitary Sewer Easement.

Gives under my hand and official seal, this 27th day of April, 2015.
Notary Public
LeAnn Pardo Dwyer
My Commission Expires: 3/12/2018

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county, in said area, hereby certify that Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and that it has no obligation to provide sanitary sewer service or maintain any lines lying in the Sanitary Sewer Easement.

Gives under my hand and official seal, this 27th day of April, 2015.
Notary Public
LeAnn Pardo Dwyer
My Commission Expires: 3/12/2018

State of Alabama
Jefferson County

The undersigned, Gary H. Picking, Professional Land Surveyor and Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company as owner, hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey and this plat or map were made at the instance of said owner; that this plat or map is a true and correct copy of said survey and that the same is to be known as Patchwork Farms Lots 5A, 5B and 5C Resurvey of Patchwork Farms Lots 4-6 Survey, showing the subdivision into which is proposed the said lands, giving the bearings, lengths, widths and areas of each tract, as well as the location of each tract, and showing the location of the lands to the Government Survey, and that the same have been located as all lot corners and corner points as shown and indicated by small iron chisels on said plat or map. Said owner also certifies that it is the owner of said lands and that the same are subject to a mortgage filed by the same in Alabama corporation. Said owner declares streets, alleys and public grounds as shown by said plat or map. Said owner agrees that the City of Vestavia Hills may at any time change the street or existing grade of any street, alley or public grounds, or may give thereof, from the natural or existing grade to the permanent grade without the payment of compensation or damages to the abutting owners; and this agreement shall be a covenant running with the lands. The undersigned appoints the City of Vestavia Hills as agent for the purpose of filing said plat or map, together with this instrument, for record, and certifies that he has full authority to execute said instrument and map.

REQUIRED ALABAMA SURVEYOR'S STATEMENT:
I hereby state that all parts of this survey and drawing have been completed in accordance with the correct requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company
Gary H. Picking, Professional Land Surveyor
Goodwyn, Mills & Cawood
2701 1st Avenue South
Suite 100
Birmingham, Alabama
35233

Owner: Daniel/Prime Patchwork Farms, LLC, a Delaware limited liability company
3000 Chamberlayne Parkway Suite 100
Birmingham, AL 35242

Surveyor: Gary H. Picking, Alabama PLS #18982
2701 1st Ave. South, Suite 100
Birmingham, AL 35233

Environmental services approval indicates that treatments have been defined for future Jefferson County sanitary service, however, this does not mean sanitary sewers have been built or will be built in the future, nor does it change to rights of way or easement boundaries after this date may void this approval.

Director Jefferson County Environmental Services



Signature: *LeAnn Pardo Dwyer*
Notary Public
My Commission Expires: 3/12/2018

GOODWYN MILLS CAWOOD

2701 1st Ave South, Suite 100 | Birmingham, AL 35233
Tel 205.979.4482 | GCMETWORK.COM

ISSUE DATE

ISSUED	04/28/15
Drawn by	Jeffrey R. Adams
Checked by	JLP

PATCHWORK FARMS SUBDIVISION
FOR DANIEL/PRIME PATCHWORK FARMS, LLC
VESTAVIA HILLS, ALABAMA

GMC Project Number CBHM120049

FINAL PLAT



FINAL PLAT
LOTS 5A, 5B, and 5C

Sheet 1 of 1

Electronic Resolution 09/15/2015
20150915000935470 1/19
Bk: LR201515 Pg: 14992
Jefferson County, Alabama
I certify this instrument filed on:
09/15/2015 08:17:58 AM AGREE
Judge of Probate- Alan L. King

STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

**RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT
LOTS 5A, 5B AND 5C PATCHWORK FARMS**

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as the 26th day of August, 2015 by and DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware limited liability company ("Daniel/Rime"), and PATCHWORK FARM COMMERCIAL ASSOCIATION, INC., an Alabama non-profit corporation (the "Association").

RECITALS:

Daniel/Rime is the owner of the Lots, as hereinafter defined.

Daniel/Rime desires to establish for the benefit of all of the Lots a reciprocal easement for access and certain utilities over, across, under, through and upon (a) Easement Area 1, as hereinafter defined, and (b) Easement Area 2, as hereinafter defined.

Daniel/Rime further desires to establish for the benefit of all of the Lots a reciprocal easement for access over, across, through, under and upon Access Drive 3, as hereinafter defined, when the same is constructed by the Owner of Lot 5C.

The Association is the property owners' association established pursuant to the Patchwork Farm Commercial Declaration of Covenants, Conditions and Restrictions dated as of April 4, 2012 and recorded in Book LR: 201212, Page 19387 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended by First Amendment thereto dated as of December 16, 2014 and recorded in Book LR: 201419, Page 2977 in the aforesaid Probate Office, as further amended by Second Amendment thereto dated as of December 16, 2014 and recorded in Book LR: 201419, Page 3051 in the aforesaid Probate Office, as further amended by Third Amendment thereto dated as of December 16, 2014 and recorded in Book LR: 201419, Page 3056 in the aforesaid Probate Office (collectively, the "Declaration"). All of the Lots are subject to the Declaration.

Daniel/Rime, as the current Owner, as hereinafter defined, of all of the Lots, has requested that the Association provide, for the benefit of all of the Lots, certain maintenance and other services as hereinafter described. The Association has agreed to provide such services to the Lots subject to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Daniel/Rime and the Association do hereby agree as follows:

1. **Definitions.** In addition to the definitions set forth above (and elsewhere in this Agreement), the following terms shall have the respective meanings set forth below:

(a) “**Access Drive 1**” shall mean and refer to the access drive and curbing and gutters for the same to be constructed by Daniel/Rime along the common boundaries of Lots 5A and 5C within Easement Area 1, in substantially the location shown on the Preliminary Site Plan; provided, however, that Daniel/Rime shall have no obligation to construct any turn-outs (curb cuts) providing access between or to any parking lots to be constructed on Lot 5A or Lot 5C and Access Drive 1.

(b) “**Access Drive 2**” shall mean and refer to the access drive and curbing and gutters for the same to be constructed by Daniel/Rime along the common boundaries of Lots 5A, 5B and 5C within Easement Area 2, in substantially the location shown on the Preliminary Site Plan; provided, however, that Daniel/Rime shall have no obligation to construct any turn-outs (curb cuts) providing access between or to any parking lots to be constructed on Lot 5A or Lot 5C and Access Drive 2.

(c) “**Access Drive 3**” means the access drive, including curbing, gutters, which provides vehicular access to and from the round-about for Healthy Way, a public roadway, and Access Drive 2, in substantially the location shown on the Preliminary Site Plan, to be constructed by the Owner of Lot 5C within Easement Area 3 in accordance with the terms and provisions of Paragraph 3 below.

(d) “**Access Drive 3 Improvements**” shall have the meaning given to such term in Paragraph 3(a) below.

(e) “**Access Drive 3 Utilities**” means any storm drainage lines and inlets which may be constructed by the Owner of Lot 5C within Access Drive 3 in connection with the construction of Access Drive 3.

(f) “**Access Drives**” shall mean collectively, Access Drive 1, Access Drive 2 and, when the same is constructed, Access Drive 3.

(g) “**Authorized Users**” shall mean and refer to the agents, employees, representatives, tenants, guests, invitees and licensees of the Owner of each Lot, together with the respective agents, employees, guests and invitees of any tenants of such Lot.

(h) “**Budget**” shall have the same meaning given to such term in Paragraph 7(b) below.

(i) “**Casualty**” means any damage or destruction to any of the Access Drives or any portions thereof by fire or other casualty.

(j) “**City**” means the City of Vestavia Hills, Alabama.

(k) “**Condemnation**” means any taking involving any of the Access Drives or any portions thereof as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof.

(l) “**Easement Area 1**” means the real property described in Exhibit A attached hereto and incorporated herein by reference upon which Daniel/Rime shall construct and install Access Drive 1 and the Utilities, if any, as provided in Paragraph 2 below; provided, however, that (i) Easement Area 1 will consist solely of those portions of Easement Area 1 upon which paving, curbing and gutters for Access Drive 1 and any Utilities are constructed by Daniel/Rime within said Access Drive 1 and (ii) to the extent requested by any Owner, this Agreement shall be amended to reflect that the legal description of Easement Area 1 consists only of the as-built location of Access Drive 1 and any Utilities constructed thereon.

(m) “**Easement Area 2**” means the real property described in Exhibit B attached hereto and incorporated herein by reference upon which Daniel/Rime shall construct and install Access Drive 2 and the Utilities, if any, as provided in Paragraph 2 below; provided, however, that (i) Easement Area 2 will consist solely of those portions of Easement Area 2 upon which paving, curbing and gutters for Access Drive 2 and any Utilities are constructed by Daniel/Rime within said Access Drive 2 and (ii) to the extent requested by any Owner, this Agreement shall be amended to reflect that the legal description of Easement Area 2 consists only of the as-built location of Access Drive 2 and any Utilities constructed thereon.

(n) “**Easement Area 3**” means that portion of Lot 5C described in Exhibit C attached hereto and incorporated herein by reference upon which the Owner of Lot 5C constructs Access Drive 3; provided, however, that (i) Easement Area 3 will consist solely of those portions of Easement Area 3 upon which paving, curbing and gutters for Access Drive 3 are constructed by the Owner of Lot 5C and (ii) to the extent requested by the Owner of Lot 5C, this Agreement shall be amended to reflect that the legal description of Easement Area 3 consists only of the as-built location of Access Drive 3 constructed thereon.

(o) “**Force Majeure**” means any delays which are occasioned by or result from acts of God, inclement weather, labor or material shortages, labor strikes, work stoppages, war, civil unrest, riots or any other causes beyond the reasonable control of Daniel/Rime.

(p) “**Governmental Requirements**” means any and all statutes, laws, ordinances, code provisions, rules, regulations, requirements and directives of any City, county, state or federal governmental or quasi-governmental agencies, bureaus, departments, divisions, or regulatory authorities.

(q) “**Individual Assessments**” shall have the same meaning given to such term in the Declaration.

(r) “**Initial Improvements**” shall have the meaning given to such term in Paragraph 2(a) below.

(s) “**Lot**” means, individually, a reference to either Lot 5A, Lot 5B or Lot 5C.

(t) “**Lots**” means, collectively, Lot 5A, Lot 5B and Lot 5C.

(u) “**Lot 5A**” means Lot 5A, according to the Survey of Patchwork Farms Resurvey of Lot 5 Final Plat, as recorded in Map Book 241, Page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.

(v) “**Lot 5B**” means Lot 5B, according to the Survey of Patchwork Farms Resurvey of Lot 5 Final Plat, as recorded in Map Book 241, Page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.

(w) “**Lot 5C**” means Lot 5C, according to the Survey of Patchwork Farms Resurvey of Lot 5 Final Plat, as recorded in Map Book 241, Page 37 in the Office of the Judge of Probate of Jefferson County, Alabama.

(x) “**Maintenance Obligations**” means the following maintenance and other services which will be provided by the Association to the Lots, subject to and upon the terms and conditions set forth in Paragraph 7 below:

(i) Patching, repaving and restriping of Access Drive 1 and Access Drive 2; and

(ii) Maintenance, replacement and repair of any Utilities constructed by Daniel/Rime under, on or within Access Easement 1 or Access Easement 2.

(y) “**Mandatory Individual Assessments**” means the amounts determined from time to time by the Association to pay (i) all amounts payable under the Street Light Maintenance Agreements and (ii) reasonable management fees, accounting fees, legal fees and administrative costs and expenses of the Association in connection therewith.

(z) “**Owner**” means the owner of any of the Lots and the heirs, successors and assigns of such owner.

(aa) “**Owners**” means, collectively, every Owner of the Lots.

(bb) “**Preliminary Site Plan**” means the preliminary site plan attached hereto as Exhibit D and incorporated herein by reference. **The locations of any buildings, parking areas, parking drives, turn-outs (curb cuts) and other improvements shown on the Preliminary Site Plan (other than the proposed locations of the Access Drives) are conceptual only and are subject to change, modification and alteration from time to time by the then Owner of each respective Lot shown on the Preliminary Site Plan.**

(cc) “**Prorata Share**” means, as to each Lot, one-third (1/3rd) of (i) all Special Maintenance Expenses or (ii) all Mandatory Individual Assessments.

(dd) “**Special Maintenance Expenses**” means, collectively, (i) the costs and expenses relating to the performance by the Association of the Maintenance Obligations set forth in any Budget approved by at least two (2) of the Owners of the Lots, as provided in Paragraph 7(b) below, and (ii) reasonable management fees, accounting fees, legal fees and administrative costs and expenses of the Association in connection therewith as set forth in any Budget approved by at least two (2) of the Owners of the Lots, as provided in Paragraph 7(b) below.

(ee) “**Street Light Maintenance Agreements**” means any lease/maintenance agreements entered into by Daniel/Rime or the Association with Alabama Power Company or its successors and assigns pursuant to which Alabama Power Company or its successors and assigns will maintain the Street Lights and provide electrical service for the Street Lights for a fee.

(ff) “**Street Lights**” means the street lighting fixtures and standards to be installed by Daniel/Rime in and along Easement Area 1.

(gg) “**Substantial Completion**” means the date on which Goodwyn Mills & Cawood, Inc. issues a letter or certificate stating that the Initial Improvements, exclusive of the seal coat for Access Drive 1 or Access Drive 2, have achieved substantial completion.

(hh) “**Utilities**” means, to the extent Daniel/Rime elects to construct or install the same within Easement Area 1 and/or Easement Area 2, (i) any storm water drainage lines, pipes and inlets and (ii) any underground electrical lines, pipes and wiring which are installed for the Street Lights.

2. **Construction of Access Drive 1 and Access Drive 2 and Turn-Outs.**

(a) Subject to the remaining terms and provisions of this Paragraph 2(a), Daniel/Rime shall construct and complete, at its sole cost and expense, (i) Access Drive 1, the Street Lights, and the Utilities (to the extent Daniel/Rime determines, in its reasonable discretion, that such Utilities are necessary to be constructed within Access Drive 1) and (ii) Access Drive 2 and the Utilities (to the extent Daniel/Rime determines, in its reasonable discretion, that such Utilities are necessary to be constructed within Access Drive 2) (collectively, the “Initial Improvements”). Daniel/Rime covenants and agrees that Substantial Completion of the Initial Improvements shall occur on or before December 31, 2015, subject to extensions thereof resulting from any matters of Force Majeure. The Initial Improvements shall be constructed and completed in a good and workmanlike manner and in accordance with all applicable Governmental Requirements. Daniel/Rime shall install the seal coat for Access Drive 1 and Access Drive 2 no later than the date on which buildings on all of the Lots have been completed and certificates of occupancy for the same have been issued by the City; provided, however, that Daniel/Rime may install the seal coat at any time prior to such date. Following Substantial Completion of the Initial Improvements (and the installation of the seal coat for Access Drive 1 and Access Drive 2), Daniel/Rime shall have no further obligations or liabilities under this Agreement (except to the extent it is the Owner of a Lot).

(b) To the extent any of the Lots are sold and conveyed by Daniel/Rime prior to completion of the Initial Improvements, Daniel/Rime does hereby reserve for itself, its agents,

employees, and contractors, a temporary construction easement over, across, through, under and upon the Lots for the purposes of constructing and installing the Initial Improvements, which temporary construction easement shall automatically expire and terminate on the earlier of (i) Substantial Completion or (ii) December 31, 2016.

(c) Each Owner shall be solely responsible for the costs and expenses of constructing, installing, maintaining, repairing and replacing (i) any landscaping, if any, which such Owner elects to construct or install on or within any portion of such Owner's Lot (including any portion of the Access Drives located on such Owner's Lot), (ii) any sidewalks constructed or installed on such Owner's Lot (including any portion of the Access Drives located on such Owner's Lot) and (iii) any turn-outs (curb cuts) providing access between any Access Drives serving such Owner's Lot and any parking areas or facilities situated on such Owner's Lot. Plans and specifications for all turn-outs (curb cuts) onto any of the Access Drives must be approved by Daniel/Rime in writing prior to commencement of construction of the same.

3. Construction of Access Drive 3.

(a) Following the transfer and conveyance of Lot 5C by Daniel/Rime to any third party Owner, then such Owner of Lot 5C shall construct and install, at its sole cost and expense, Access Drive 3, including the seal coat for Access Drive 3, and the Access Drive 3 Utilities (collectively, the "Access Drive 3 Improvements") on, upon, and within Easement Area 3, which Access Drive 3 Improvements will be constructed by then Owner of Lot 5C in a good and workmanlike manner and in accordance with all applicable Governmental Requirements. The Owner of Lot 5C shall complete the construction and installation of the Access Drive 3 Improvements no later than the date on which a certificate of occupancy is issued by the City for any building constructed on Lot 5C.

(b) Notwithstanding anything provided in this Agreement to the contrary, in no event shall Daniel/Rime or the Association have any obligation to construct, install, maintain, operate, repair or replace any of the Access Drive 3 Improvements.

4. Establishment and Declaration of Reciprocal Easements.

(a) Daniel/Rime does hereby establish and declare, for the benefit of and use by all of the Lots, a permanent, perpetual and non-exclusive easement on, across, through, under and upon those portions of Easement Area 1 upon which Access Drive 1 has been constructed for the purpose of providing vehicular and pedestrian travel and transportation to and from Health Way, a public roadway, and each of the Lots. The easement rights established herein shall extend to and include the use of Access Drive 1 by each Owner, all Authorized Users of each Owner and the successors and assigns of each Owner.

(b) Daniel/Rime does hereby establish and declare, for the benefit of and use by all of the Lots, a permanent, perpetual and non-exclusive easement on, across, through, under and upon those portions of Easement Area 2 upon which Access Drive 2 has been constructed for the purpose of providing vehicular and pedestrian travel and transportation to and from Health Way, a public roadway, and each of the Lots. The easement rights established herein

shall extend to and include the use of Access Drive 2 by each Owner, all Authorized Users of each Owner and the successors and assigns of each Owner.

(c) Following completion of the Access Drive 3 Improvements, the then Owner of Lot 5C, by acceptance of a deed to Lot 5C, does, for itself and its successors and assigns, hereby grant to all Owners a permanent, perpetual and non-exclusive easement on, across, through, under and upon Access Drive 3 for the purposes of providing vehicular and pedestrian travel and transportation to and from Healthy Way, a public roadway, and each of the Lots. The easement rights established herein shall extend to and include the use of Access Drive 3 by each Owner, all Authorized Users of each Owner and the successors and assigns of each Owner.

(d) The easements granted pursuant to Paragraphs 4(a), 4(b) and 4(c) above are appurtenant to all of the Lots, are covenants running with title to all of the Lots and shall be binding upon and inure to the benefit of all Owners and their respective successors and assigns.

5. **Grants of Easements to Association.** Daniel/Rime, for itself, and each Owner, does hereby establish and grant to the Association, its agents, employees, representatives and contractors, a permanent, perpetual and non-exclusive easement to enter upon Easement Area 1 and Easement Area 2 for the purposes of performing the Maintenance Obligations. The easements granted to the Association pursuant to this Paragraph 5 are appurtenant to all of the Lots, are covenants running with title to all of the Lots and shall be binding upon and inure to the benefit of all of the Owners and the Association and their respective successors and assigns.

6. **Use of Easement Areas.**

(a) Subject to the provisions of Paragraph 2(c) above and Paragraph 6(c) below, the Owner of each Lot upon which Easement Area 1 and Easement Area 2 are situated shall have the right to utilize all areas of Easement Area 1 and Easement Area 2 respectively, situated on such Owner's Lot which do not contain any of Initial Improvements for the construction and installation of landscaping, sidewalks, turn-outs (curb cuts) to provide access to parking areas within the Lot of such Owner, lighting, parking, parking and landscaping islands and such other improvements as may be approved from time to time by the architectural review committee established under the Declaration. Any such improvements constructed by any Owner within such areas of Easement Area 1 or Easement Area 2 shall be maintained at the sole and cost and expense of the Owner of the applicable Lot upon which such improvements have been constructed.

(b) Subject to the provisions of Paragraph 2(c) above and Paragraph 6(c) below, the Owner of Lot 5C shall have the right to utilize any and all areas of Easement Area 3 which do not contain any Access Drive 3 Improvements for the construction and installation of landscaping, sidewalks, parking, parking and landscaping islands and other improvements as may be approved from time to time by the architectural committee established under the Declaration. Any such improvements constructed by the Owner of Lot 5C within such areas of Easement Area 3 shall be maintained at the sole cost and expense of the Owner of Lot 5C.

(c) All Owners, for themselves, their Authorized Users and their respective successors and assigns, covenant and agree not to construct or install any barriers, barricades, fencing or other obstructions or improvements on or within any of the Access Drives.

7. **Maintenance Obligations.**

(a) Each Owner shall be solely responsible for, at such Owner's sole cost and expense, the timely and complete performance of the construction, installation, maintenance, operation, repair and replacement obligations set forth in Paragraph 2(c) above.

(b) Following Substantial Completion of the Initial Improvements by Daniel/Rime, any Owner may make a written request to the Association to perform any of the Maintenance Obligations. Following receipt of any such written request from any Owner, the Association shall prepare a budget ("Budget") for the Special Maintenance Expenses to be incurred with respect to the performance of such requested Maintenance Obligations. Except in emergency situations, the Association shall not be obligated or required to prepare a Budget more often than one time every calendar year. Following the preparation of a Budget, the Budget shall be submitted to the Owners for review and approval. To the extent the Budget is approved by at least two (2) of the Owners of the Lots, then (i) the Budget shall be deemed to be acceptable to and approved by all of the Owners and (ii) all of the Owners shall be obligated to pay their respective Prorata Share of the Special Maintenance Expenses set forth in such approved Budget. To the extent such Budget is not approved, then the Association shall have no obligation to perform any of the requested Maintenance Obligations.

(c) Subject to the terms and provisions of this Paragraph 7, the Association shall perform the Maintenance Obligations. Notwithstanding anything provided in this Agreement to the contrary, (i) the obligations of the Association to undertake and perform the Maintenance Obligations shall be subject to and conditioned upon the Association having received from each Owner such Owner's Prorata Share of the Special Maintenance Expenses to undertake and perform the applicable Maintenance Obligations set forth in the applicable Budget approved by the Owner as provided in Paragraph 7(b) above and (ii) the Association shall have no obligation of any nature to perform, pay for or provide any of the Maintenance Obligations for which any Owner is responsible as provided in Paragraph 7(e) below.

(d) The Owner of Lot 5C shall, at such Owner's sole cost and expense, operate, maintain, repair and replace the Access Drive 3 Improvements in good condition and repair at all times and in accordance with all applicable Governmental Requirements.

(e) To the extent (i) any of the Initial Improvements or Access Drive 3 Improvements are damaged or destroyed by the willful or negligent acts or omissions of any Owner or the Authorized Users of such Owner's Lot or (ii) any Maintenance Obligations of the Association are necessitated or caused by the willful or negligent acts or omissions of such Owner or the Authorized Users of such Owner's Lot, then the Owner of such Lot shall, at such Owner's sole cost and expense, be solely responsible for all such repairs, maintenance and replacement, if any, necessary or required as a result of any of the foregoing (collectively, the "Owner Obligations"). Any repairs, maintenance or replacements undertaken by any Owner as

part of the Owner Obligations shall be undertaken in a prompt and diligent manner and must be completed within a reasonable period of time (as reasonably determined by the Association, in its sole discretion). In no event shall the Association have any liability, responsibility or duty to pay, perform or cause to be performed any of the Owner Obligations; provided, however, that if the Owner Obligations which any Owner is required to perform are not timely commenced or timely completed (as determined by the Association, in its sole discretion), then the Association shall have the right (but not the obligation), at its option, to undertake the Owner Obligations of such Owner and all costs and expenses incurred by the Association in connection therewith shall also constitute an Individual Assessment to the Owner of such Lot who has failed to timely satisfy the Owner Obligations.

8. **Payment of Special Maintenance Expenses by Owners.**

(a) To the extent any Budget for the Special Maintenance Expenses relating to any requested Maintenance Obligations is approved by at least two (2) of the then Owners of the Lots, then each of the Owners shall be required to pay such Owner's Prorata Share of the total Special Maintenance Expenses set forth in such approved Budget within 30 days following approval of the Budget by the Owners (as provided in Paragraph 7(b) above), which obligation shall be a binding obligation on all Owners even if any Owner may not have approved the then applicable Budget. The payment of the each Owner's prorata share of the Special Maintenance Expenses shall constitute an Individual Assessment and shall be enforceable by the Association in accordance with the rights and remedies of the Association set forth in the Declaration.

(b) To the extent the actual costs incurred by the Association in performing the Maintenance Obligations set forth in any applicable Budget approved by the Owners are greater than the amounts set forth in the approved Budget, then each Owner shall be responsible for paying such Owner's Prorata Share of such excess Special Maintenance Expenses, which amount shall be due and payable on demand, which obligation shall constitute an Individual Assessment and shall be enforceable by the Association in accordance with the rights and remedies of the Association set forth in the Declaration. To the extent the actual costs incurred by the Association in performing the Maintenance Obligations exceed the Prorata Share of Special Maintenance Expenses paid to the Association for such Maintenance Obligations, then the excess shall, in the sole discretion of the Association, either (i) be retained by the Association in a separate account for future Maintenance Obligations or (ii) refunded, without interest, to the then Owners of the Lots.

9. **Mandatory Individual Assessments.** Following Substantial Completion of the Initial Improvements, each Owner shall pay to the Association such Owner's Prorata Share of the Mandatory Individual Assessments, which amounts may be levied by the Association in advance in monthly, annual or such other increments as determined from time to time by the Association; provided, however, that such Mandatory Individual Assessments shall not be levied for more than 12 months in advance in any calendar year. The obligation of each Owner to pay its Prorata Share of the Mandatory Individual Assessments shall be a binding obligation on all Owners, shall not be subject to any vote, consent or approval of any of the Owners, shall constitute an Individual Assessment and shall be enforceable by the Association in accordance with the right and remedies of the Association set forth in the Declaration.

10. **Waiver and Release.** Each Owner, for such Owner, such Owner's Authorized Users and their respective successors and assigns, hereby irrevocably and unconditionally waives and releases any and all claims against the Association for damages to person or property occurring in, on, or about any of the Easement Area 1, Easement Area 2 and Easement Area 3 caused by or resulting from the performance by the Association of the Maintenance Obligations, except to the extent caused by the gross negligence or willful and deliberate acts of the Association. Each Owner, by acceptance of a deed to any Lot, does further irrevocably and unconditionally waive, release and forever discharge the Association from any and all obligations, responsibilities, liabilities, losses, damages, claims, demands and expenses of any nature suffered, paid or incurred by any Owner as a result of or in connection with the Association failing to provide any of the Maintenance Obligations to the extent the Budget for such Special Maintenance Expenses is not approved by the Owners as provided in Paragraph 7(b) above.

11. **Insurance and Indemnity.**

(a) The Owner of each Lot shall obtain and maintain at all times commercial general liability insurance coverage issued by one or more reputable insurance companies in a minimum amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, on an occurrence policy form basis, which shall name all of the other Owners and the Association as additional insureds thereunder. Each Owner covenants and agrees to provide to all of the other Owners and the Association copies of such insurance policies or certificates thereof upon prior written request for the same.

(b) Each Owner, by acceptance of a deed to any of the Lots, shall and does hereby irrevocably and unconditionally waive and release the Association from and against any and all damages to person or property occurring in, on, or upon Easement Area 1, Easement Area 2 and Easement Area 3. Furthermore, each Owner, by acceptance of a deed to any of the Lots, does hereby indemnify, agree to defend and hold the Association and all of the other Owners of the Lots harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses suffered, paid or incurred by the Association or any of the other Owners as a result of any injury or damage to person or property occurring in or upon any portion of Easement Area 1, Easement Area 2 and Easement Area 3 situated on such Owner's Lot.

12. **Casualty and Condemnation.** In the event any portions of the Access Drives, the Utilities or Access Drive 3 Utilities are damaged or destroyed by a Casualty or is subject to any Condemnation, then the Owner of the Lot affected by such Casualty or Condemnation shall (a) be entitled to receive and retain all of the insurance proceeds for condemnation award attributable to such Owner's Lot, (b) with respect to a Casualty only, such Owner shall be obligated, at such Owner's sole cost and expense, to promptly repair and restore any portion of the Access Drives, the Utilities or Access Drive 3 Utilities situated on such Owner's Lot to substantially the condition as existed immediately prior to such Casualty and (c) with respect to a Condemnation only, such Owner shall be obligated, at such Owner's sole cost and expense, to promptly repair and restore, to the extent reasonably practicable, the remaining portions of any

Access Drives, the Utilities or Access Drive 3 Utilities situated on such Owner's Lot to substantially the same condition as existed immediately prior to such Condemnation.

13. **Miscellaneous.**

(a) All of the easements and rights granted pursuant to the terms and provisions of this Agreement shall be and are appurtenant to and constitute covenants running with title to the Lots and shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns.

(b) This Agreement embodies the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement.

(c) This Agreement may not be modified, amended or terminated except by a written instrument executed by all of the then Owners of the Lots and the Association.

(d) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms or provisions hereof.

(e) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(f) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(h) Time is of the essence in the performance of all obligations of each party to this Agreement.

(i) The parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provisions of this Agreement in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Agreement as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Agreement are hereby expressly waived by all parties to this Agreement and their respective successors and assigns.

(j) No delay or omission in the exercise of any right accruing upon any default by any party hereto shall impair the rights of any other party hereto or be construed to be

a waiver thereof by either party, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of the Agreement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

(k) In the event any Owner sells, transfers or conveys its Lot to any other person, then the obligations of such Owner, as grantor or transferor, thereafter arising or accruing under this Agreement shall automatically cease and terminate as of date of such conveyance and the new owner, as grantee or transferee, shall be bound by all of the terms and provisions of this Agreement as to all obligations arising or accruing, and all actions required or occurring, after the effective date of such transfer or conveyance.

(l) Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, joint venture or any association between the parties hereto. Except for any successors and assigns of the parties hereto, this Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

(m) Any and all notices required or permitted to be given pursuant to the terms and provisions of this Agreement shall be given as provided in the Declaration.

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

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

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

By: Rime, Inc., an Alabama corporation, Its
Manager

By: *Lawrence S. Nickles*
Printed Name: Lawrence S. Nickles
Title: Sect. / Treas.

**PATCHWORK FARM COMMERCIAL
ASSOCIATION, INC.,** an Alabama non-profit
corporation

By: _____
Printed Name: _____
Title: _____

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that LAWRENCE S. NICKLES, whose name as SECT. / TREAS. of RIME, INC., an Alabama corporation, whose name as Manager of DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware 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 Manager and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this 26th day of August, 2015.

Sue R. Sweatt
Notary Public
My commission expires: 1/15/2016

[NOTARIAL SEAL]

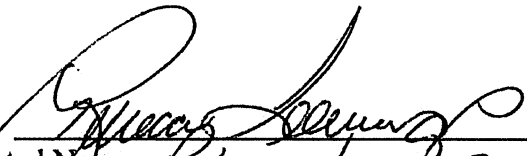
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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

By: Rime, Inc., an Alabama corporation, Its
Manager

By: _____
Printed Name: _____
Title: _____

**PATCHWORK FARM COMMERCIAL
ASSOCIATION, INC.,** an Alabama non-profit
corporation

By: 
Printed Name: Rebecca Leavitt
Title: President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of RIME, INC., an Alabama corporation, whose name as Manager of DANIEL/RIME PATCHWORK FARMS, LLC, a Delaware 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 Manager and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Manager of the aforesaid limited liability company.

Given under my hand and official seal this ____ day of August, 2015.

[NOTARIAL SEAL]

Notary Public
My commission expires: _____

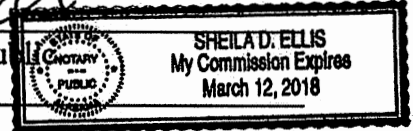
STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Rebecca Leavings, whose name as President of PATCHWORK FARM COMMERCIAL ASSOCIATION, INC., an Alabama non-profit corporation, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand and official seal this 24th day of August, 2015.

Notary Public

My commission expires: _____



[NOTARIAL SEAL]

This instrument prepared by
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2119
(205) 521-8000

EXHIBIT A

Legal Description of Easement Area 1

Easement Area 1 shall consist of a strip of land 40 feet in width, the center line of which is the common boundary between Lot 5A and Lot 5C, running along the common boundary of Lot 5A and Lot 5C.

EXHIBIT B

Legal Description of Easement Area 2

Easement Area 2 shall consist of a strip of land 40 feet in width, the center line of which is the common boundary among Lot 5A, Lot 5B and Lot 5C, running along the common boundary of Lot 5A, Lot 5B and Lot 5C.

ORDINANCE NUMBER 2900

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 R-4 TO VESTAVIA HILLS R-5

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 R-4 (multi-family residential) to Vestavia Hills R-5 (multi-family residential):

2926 Columbiana Road (2927 Columbiana Court)
Elevation Apartments (formerly Windcliff Apartments)
ECG Vestavia, LLC; Summit Vestavia I, LLC; Summit Vestavia II, LLC as tenants in
common, Owners

Real property in the City of Vestavia Hills, County of Jefferson, State of Alabama, described as follows:

A part of the Northeast quarter of the Northwest quarter of Section I, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, lying North of the property conveyed to Wessel B. and Frances L. Fleming by deed recorded in Volume 4659, Page 46 6 and lying West and Northwest of Oxmoor Camp Branch Road, (also known as Old Columbiana Road), said property also lying West of the property conveyed to Jonas Schwab and wife, to W. F. and Mary Ethel Pilcher by deed recorded in Volume 1421, Page 530 and West of the property conveyed by J.M. Oglesby and wife, to W.W.M. and Lillian F. Riddle by deed recorded in Volume 3727, Page 218 , LESS AND EXCEPT that part conveyed to Jefferson County, Alabama as recorded in Volume 6605 , Page 287, the above described parcel of land being more particularly described as follows: Begin at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 1, Township 19 South, Range 3 West; thence in an Easterly direction along the North line of said quarter-quarter section a distance of 584 .02 feet to a point on the Westerly right of way line of the Green Springs Highway; thence 77° 21' right in a Southeasterly direction along said right of way line a distance of 648 .81 feet; thence 48 ° 25' right in a Southwesterly direction a distance of 28 .29 feet; thence 54 ° 06' right in a Westerly direction a distance of 695.2 2 feet to a point in the Westerly line of said quarter-quarter section; thence 88 ° 53' right in a Northerly direction

along the Westerly line of said quarter-quarter section a distance of 657 .80 feet to the point of beginning.

APPROVED and ADOPTED this the 16th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

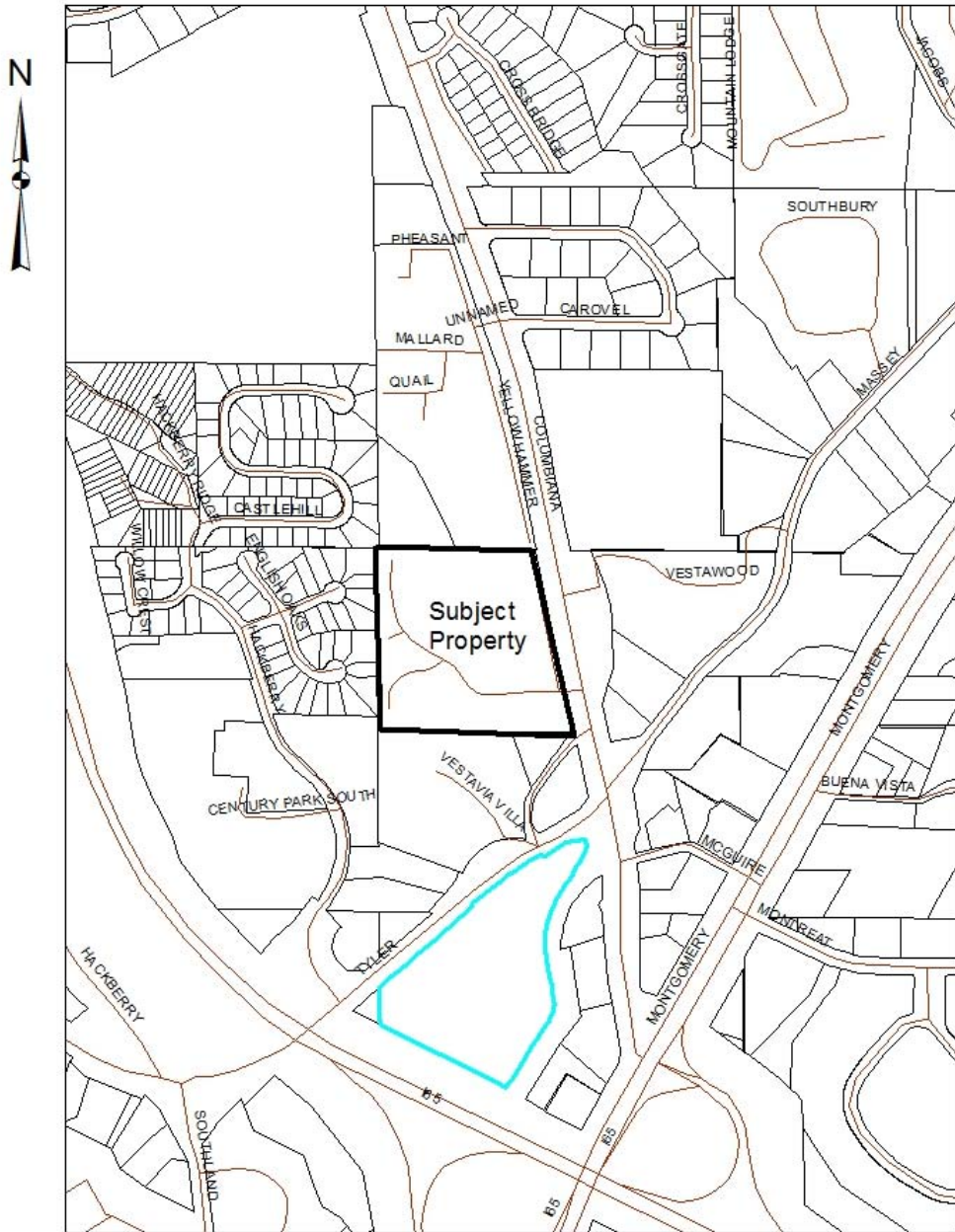
CERTIFICATION:

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 # 2900 is a true and correct copy of such 16th day of December, 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

Elevation Apartments



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

Date: NOVEMBER 14, 2019

- **CASE:** P-1119-60
- **REQUESTED ACTION:** Rezoning JC R-4 to Vestavia Hills R-5
- **ADDRESS/LOCATION:** 2926 Columbiana Rd.
- **APPLICANT/OWNER:** ECG Vestavia, LLC; Et Al.
- **GENERAL DISCUSSION:** This is a rezoning of a property on Columbiana Rd. Property was annexed into the City on 8/8/84 but never compatibly rezoned, as is not customary. This request will compatibly rezone the property in accordance with zoning code.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for Village Center.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: 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 R-4 to Vestavia Hills R-5 for the property located At 2926 Columbiana Rd.. Second was by Ms. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Vercher – yes

Mr. Farrell – yes
Ms. Cobb – yes
Mr. Weaver – yes
Motion carried.

Mr. Sykes– yes
Mr. Larson – yes
Mrs. Barnes – yes

ORDINANCE NUMBER 701

ANNEXING CERTAIN TERRITORY TO THE CORPORATE LIMITS
OF THE CITY OF VESTAVIA HILLS AL

WHEREAS, on the 16th day of April, 1984, a petition was presented to the City Council of the City of Vestavia Hills AL, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32, of the Special Session of the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, as follows:

1. That the following property which was described in said Petition be annexed to the City of Vestavia Hills, Alabama:

Windcliff Apartments
2946 Columbiana Court
Birmingham AL 35216

Legal Description:

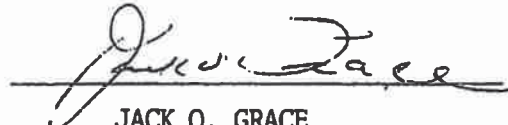
A part of the NE 1/4 of the NW 1/4 of Section 1, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, lying North of the property conveyed to Wessel B. and Frances L. Fleming by Deed recorded in Volume 4659, Page 466, and lying West and Northwest of Oxmoor Camp Branch Road (also known as Old Columbiana Road), said property also lying West of the property conveyed to Jonas Schwab and wife, to W.F. and Mary Ethel Pilcher by Deed recorded in Volume 1421, Page 530, and West of the property conveyed by J. M. Oglesby and wife, to W.M. and Lillian F. Riddle by Deed recorded in Volume 3727, page 218, less and except that part conveyed to Jefferson County, Alabama as recorded in Volume 6605, Page 287, the above described parcel of land being more particularly described as follows: Begin at the NW corner of the NE 1/4 of the NW 1/4 Section 1, Township 19 South, Range 3 West; thence in an easterly direction along the North line of said 1/4 - 1/4 section, a distance of 584.02 feet to a point on the Westerly R/W Line of the Green Springs Highway; thence 77 degrees 21 minutes right, in a Southeasterly direction along said R/W line, a distance of 648.81; thence 48 degrees 25 minutes right in a southwesterly direction. A distance of 28.29 feet; thence 54 degrees 06 minutes right, in a westerly direction, a distance of 695.22 feet to a point in the westerly line of said 1/4-1/4 section; thence 88 degrees 53 minutes right, in a northerly direction along the Westerly line of said 1/4-1/4 section, a distance of 657.80 feet to the point of beginning.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a duly certified copy of the Petition, with the Probate Judge of Jefferson County, Alabama.

Ord. #701
page 3

ADOPTED and APPROVED this the 6th day of August. 1984.


JACK O. GRACE
MAYOR

ATTEST:

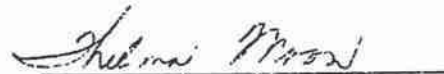
Thelma Moon, City Clerk

C E R T I F I C A T I O N

I, Thelma R. Moon, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 Ordinance #701, is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 8th day of August 1984, as same appears in the official records of said City.

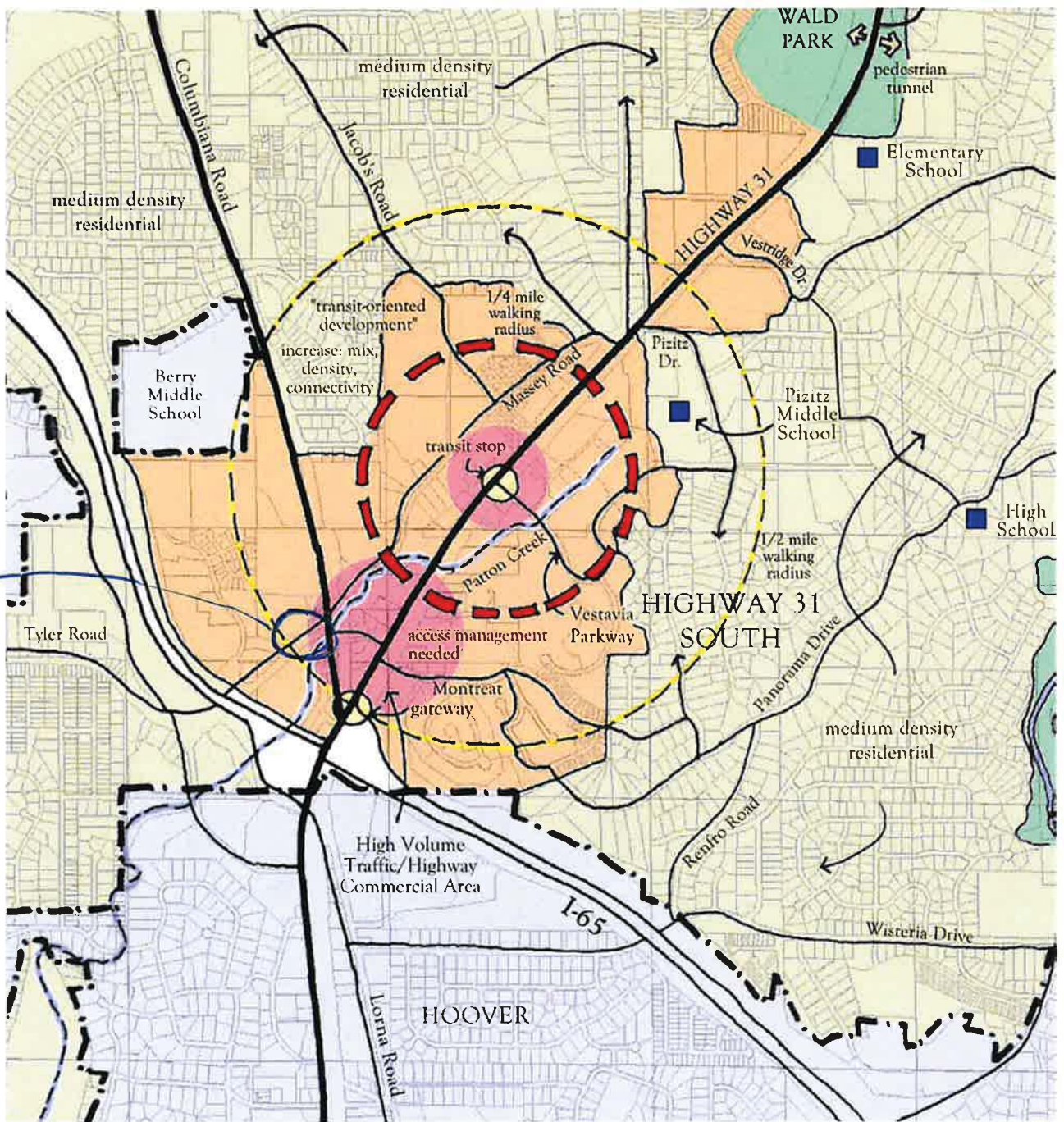

Thelma Moon

Posted at Vestavia Hills City Hall, Vestavia Post Office and
Sears Vestavia Mall, this 7th Day of Aug 1984.





Zoning1	
PARCELID	3900012000004000
DISTRICT	020
ESN_NUM	62
PROPADD	2926 COLUMBIANA RD
TAX_TOWNSH	39
SECTION	01
CSECTION	2
BLOCK	000
PARCEL	004000
VH_ZONING	R-2
ZNG_ORD	28F
ZNG_ORD_DT	10/22/1956
ZNG_ORD2	



Subject Parcel

Figure 18: Highway 31 South Land Use Analysis

- Neighborhood** - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center** - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core** - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes** - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.
- Professional Offices** - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space** - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads** - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools** - School facilities administered by the Vestavia Hills School System.



ORDINANCE NUMBER 2901

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 B-1.2 TO VESTAVIA HILLS B-1.2 WITH A REVISED SITE PLAN

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 B-1.2 to Vestavia Hills B-1.2 with a revised site plan:

3127 Blue Lake Drive
Lot 10-A, Resurvey Lots 8, 9 & 10 Topfield and Lot 11 Topfield Subdivision
SWBP Investments LLC, Owners

BE IT FURTHER RESOLVED that said development is permitted as a conditional use, an additional 2,500 square feet for a 12,500 square foot building pursuant to the Vestavia Hills Zoning Code.

APPROVED and ADOPTED this the 16th day of December, 2019.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

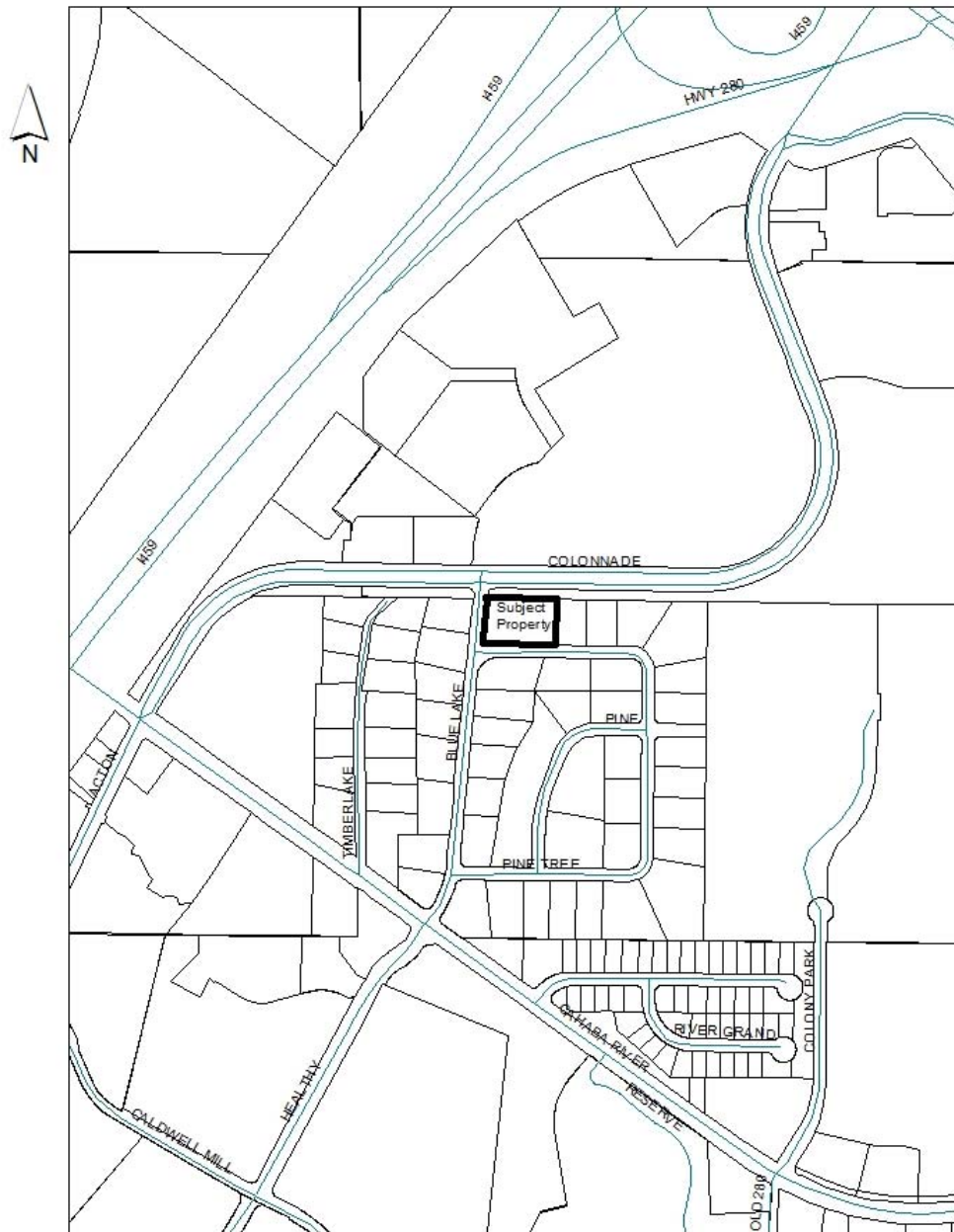
CERTIFICATION:

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 # 2901 is a true and correct copy of such 16th day of December, 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

3127 Blue Lake Dr Lts 10A&11



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

Date: **FEBRUARY 14, 2019**

- **CASE: P-1119-61**
- **REQUESTED ACTION:** Site Plan Amendment And Conditional Use Approval
2,500 Square Feet Of Gross Floor Area
- **ADDRESS/LOCATION:** 3127 Blue Lake Dr.
- **APPLICANT/OWNER:** SWBP Investments, LLC
- **REPRESENTING AGENT:** Shannon Waltchack
- **GENERAL DISCUSSION:** Applicant is seeking a site plan amendment for a medical office for the property at 3127 Blue Lake Dr. This property and the adjoining property were originally rezoned from R-1 to B-1.2 in October 2015 (Ordinance Number 2605) and conditioned on the site plan as presented at that time. The property is currently in purchase/sale, requiring a site plan change. This revised site plan will include one proposed building with the required parking and landscaping. The proposed building would be 12,500 square feet. Section 6.3.1.1 of the Zoning Ordinance states that any building over 10,000 square feet requires Conditional Use approval (see attached).
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Building to be designed in a residential style and compatible with other new construction in the Blue Lake area
 2. **City Engineer Review:** I have reviewed the application and I have no issues with this request.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Weaver made a motion to recommend the Site Plan Amendment and Conditional Use for an Additional 2,500 square feet for the property located At 3127 Blue Lake Dr. Second was by Ms. Cobb. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Farrell – yes

Ms. Cobb – yes

Mr. Weaver – yes

Motion carried.

Mr. Vercher – yes

Mr. Sykes – yes

Mr. Larson – yes

Mrs. Barnes – yes

CITY OF VESTAVIA HILLS

2019 OCT -9 A 10:59

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: SWBP Investments, LLC

ADDRESS: 1616 2nd Avenue South, Suite 100

Birmingham, AL 35233

MAILING ADDRESS (if different from above)

PHONE NUMBER: Home (205) 977-9908 Office (205) 977-9908

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT:

Shannon Waltchack, LLC / Len Shannon

III. ACTION REQUESTED

Request that the above described property be zoned/rezoned

From: B1.2

To: B1.2 - Amended for site plan revision. with Conditional use for

For the intended purpose of: Medical Office

Add 2,500 SF for A total of 12,500 SF Building

(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.)

Lot 10-A / Topfield Subdivision (MB. 56 PG 40) and

Lot 11 / Topfield Subdivision (MB. 42 PG. 72)

Property size: 281 (front) feet X 179.46 feet. Acres: +/- 1.16 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.

10/8/19

Owner Signature/Date

10/8/19

Representing Agent (if any)/date

Given under my hand and seal
this 8th day of October, 2019.

Notary Public

My commission expires 10th
day of August, 2022.

MALM, LLC

3127 BLUE LAKE DRIVE

VESTAVIA HILLS, ALABAMA

MTRR
 ENGINEERS, INC.
 CONSULTING ENGINEERS-LAND SURVEYORS
 2500 SOUTHLAKE PARK, SUITE 100, HOOVER, AL 35244
 TELEPHONE (205) 320-0114



COVER SHEET
 MALM, LLC
 PINE TREE CIRCLE
 VESTAVIA HILLS, AL

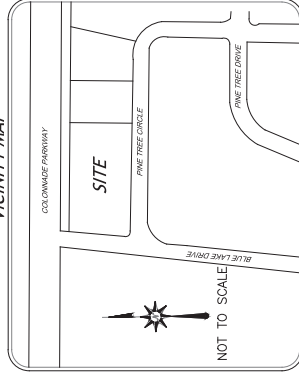
PROJECT

DATE: 10/08/2009
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]

Exhibit - Ordinance No. 2901
 DATE: [blank]
 REVISIONS: [blank]
 FILE NAME: [blank]
 PROJECT: [blank]
 DRAWN: [blank]
 DATE: [blank]
 SCALE: [blank]
 SHEET: [blank]

CO

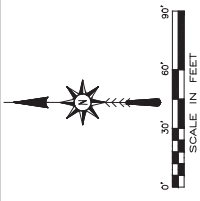
VICINITY MAP



VESTAVIA HILLS, ALABAMA

SHEET INDEX

- C0 COVER SHEET
- C1 DEMOLITION PLAN
- C2 EXISTING AND PROPOSED GRADING AND DRAINAGE PLAN
- C3 EROSION CONTROL COVER
- C4 EROSION CONTROL NOTES
- C5 EROSION CONTROL PLAN
- C6 EROSION CONTROL DETAILS
- C7 SITE UTILITY PLAN
- C8 SECTIONS AND DETAILS
- C9 SITE LANDSCAPE PLAN

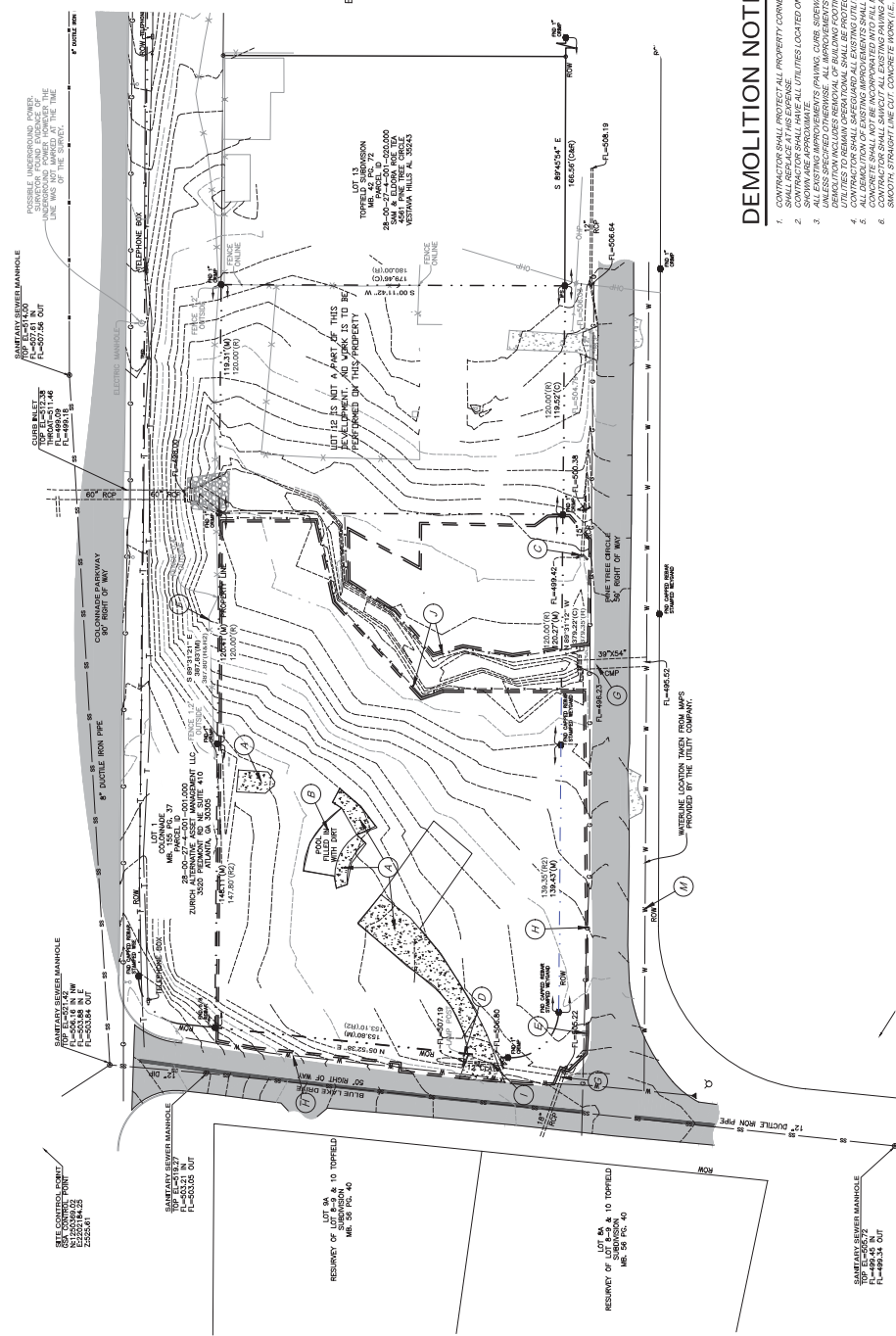


DEMOLITION LEGEND

- A REMOVE EXISTING CONCRETE DRIVEWAY, PATIO, ETC. - REPAIRS.
- B EXCAVATE AND REMOVE EXISTING POOL AND ALL APPURTENANCES.
- C REMOVE EXISTING HEADWALLS
- D REMOVE LAMP AND POST
- E REMOVE EXISTING MAIL BOX.
- F EXISTING FENCE TO REMAIN. PROTECT FROM DAMAGE.
- G EXISTING STORM PIPE TO REMAIN. PROTECT FROM DAMAGE.
- H EXISTING UTILITIES TO REMAIN. PROTECT FROM DAMAGE.
- I REMOVE EXISTING STORM PIPE
- J TEMPORARY ORANGE CONSTRUCTION FENCING REQUIRED.

LIMITS OF DEMOLITION: *****

EXISTING IMPERVIOUS AREA TO BE REMOVED = 2,865 SF

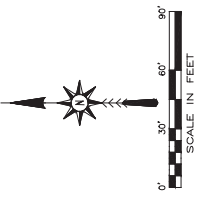


DEMOLITION NOTES

1. CONTRACTOR SHALL PROTECT ALL PROPERTY CORNERS AND BENCHMARKS. IF DESTROYED DURING CONSTRUCTION, CONTRACTOR SHALL REPLACE AT HIS EXPENSE.
2. ALL UTILITIES LOCATED ON AND ADJACENT TO THE SITE PRIOR TO BEGINNING WORK. ALL UTILITIES SHOWN ARE APPROXIMATE.
3. ALL IMPROVEMENTS OUTSIDE DEMOLITION LIMITS SHALL REMAIN UNLESS SPECIFIED OTHERWISE. UNLESS SPECIFIED OTHERWISE, ALL IMPROVEMENTS OUTSIDE DEMOLITION LIMITS THAT ARE NOT IN SERVICE EXISTING DEMOLITION INCLUDES REMOVAL OF BUILDING FOOTINGS AND UNDERGROUND UTILITIES THAT ARE NOT IN SERVICE EXISTING.
4. CONTRACTOR SHALL SAFEGUARD ALL EXISTING UTILITIES WITHIN ADJACENT FRONT-YARD AND DEMOLITION LIMITS.
5. CONCRETE SHALL NOT BE ACCUMULATED INTO PILES OR BARRIERS.
6. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. CONTRACTOR SHALL ASSURE SATISFACTORY TRAFFIC FLOW THROUGHOUT DEMOLITION. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
7. CLOSEST CONSTRUCTION JOINT OR A PROPERTY LINE, WHICHEVER IS CLOSER.
8. ALL EXISTING UNDERGROUND IMPROVEMENTS (STORM SANITARY, ETC.) MAY NOT BE SHOWN. CONTRACTOR SHALL REPORT TO FIELD ENGINEER ANY UNEXPECTED UTILITIES FOUND DURING DEMOLITION.
9. ALL WORK SHALL BE PERFORMED OUTSIDE THE DEMOLITION LIMITS.
10. THE CONTRACTOR SHALL LOCATE ALL EXISTING SEPTIC TANKS ON SITE, AND REMOVE IN ACCORDANCE WITH JEFFERSON COUNTY HEALTH DEPARTMENT REQUIREMENTS.

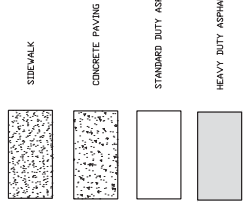
Know what's below
 Call before you dig.
 1-800-4-A-DIG
 Or Call 800.282.7411





SITE LEGEND

- A CONCRETE SIDEWALK REQ'D. SEE DETAIL.
- B 4" WIDE SINGLE WHITE SOLID STRIP ROOT. (TYP.)
- C ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL.
- D 8" CONCRETE CURB AND GUTTER REQ'D. - SEE DETAIL. - TYPICAL.
- E ADA DETECTABLE WARNING STRIP - TRIANGULAR DOME.
- F 8" RETAINING WALL WITH HANDRAIL REQUIRED.
- G TRANSFORMERS AND PAD. CONTRACTOR SHALL COORDINATE WITH THE AL POWER COMPANY FOR THE EXACT LOCATION, TYPE AND SIZE.
- H STANDARD DUTY ASPHALT PAVEMENT (TYP.) SEE DETAIL.
- I HEAVY DUTY ASPHALT PAVEMENT (TYP.) SEE DETAIL.
- J PROPOSED LOCATION FOR PRIMARY IDENTIFICATION SIGN.
- K RUBIC GUMBRAL REQUIRED. PER A.L.D.T. SPEC DRAW # GR-030'S
- L 8" WIDE SIDEWALK REQUIRED. SEE DETAIL.
- M TAPER BACK OF CURB FROM 6" TO 0" IN 6'
- N 8" WIDE SIDEWALK WITH STOP BAR AND DOUBLE YELLOW PAINT STRIP REQUIRED. SEE DETAIL.
- O FIREHOUSE PAINTS REQUIRED.
- P DUMPER PAD REQUIRED. SEE PAD DETAIL.
- Q ARCHITECTURAL PLANTS FOR ENCLOSURE DETAILS.
- R FOOT BRIDGE REQUIRED.

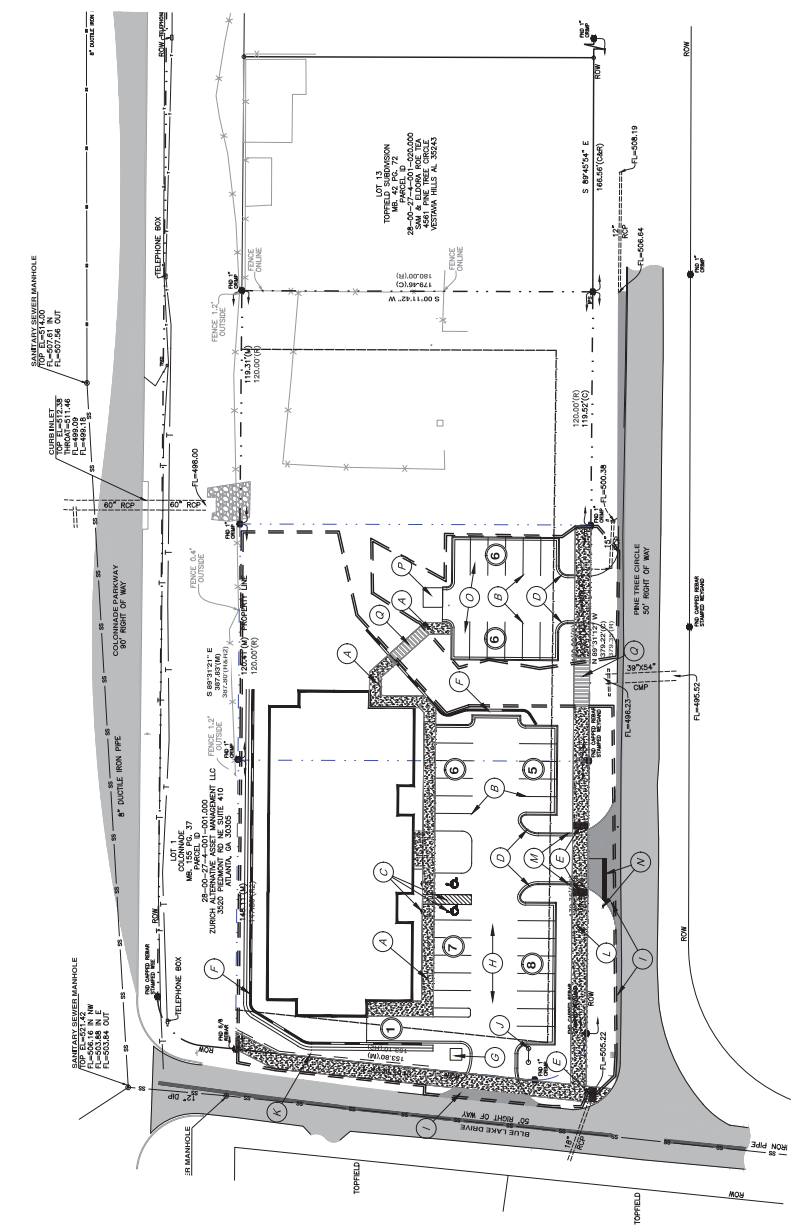


SITE LAYOUT NOTES

1. ALL DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING TO FACE OF CURB, OR EDGE OF SURFACING.
2. DIMENSIONS FOR UTILITY TIE-INS, BRILLIARD LOCATIONS AND DIRECTIONAL ARROWS AND PARKING SPACES STRIPPING SHALL BE WHILE IN EXISTING CONSTRUCTION PERMITS SHALL BE IN ACCORDANCE WITH THE CITY OF HOOVER.
3. ALL EDGE OF PAVEMENT SHALL BE 3" UNLESS OTHERWISE NOTED.
4. REQUIREMENTS SHALL COMPLY TO PARK, CITY AND STATE REQUIREMENTS.

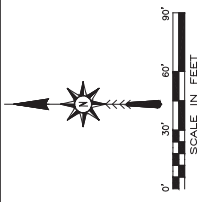
SITE DATA TABLE

EXISTING USE: RESIDENTIAL (CURRENTLY VACANT PROPERTY)	PROPOSED USE: MEDICAL OFFICE
ZONING: BIZ	
BUILDING SETBACK REQUIREMENTS	
FRONT: 30 FEET	
REAR: 30 FEET	
SIDE: 30 FEET	
HEIGHT: NONE	
MAXIMUM OFFICIAL SPACES PER DOCTOR PLUS 1.0	
SPACES PER PHYSICIAN OR 2 DOCTORS AND 1.4	
3.0 FT. x 12.0 FT. STALLS	
STALLS INCLUDING 2 HANDICAPPED STALLS	



Know what's below
Call before you dig.
Dial 811
Or Call 800.282.4111



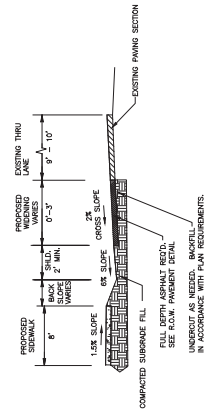
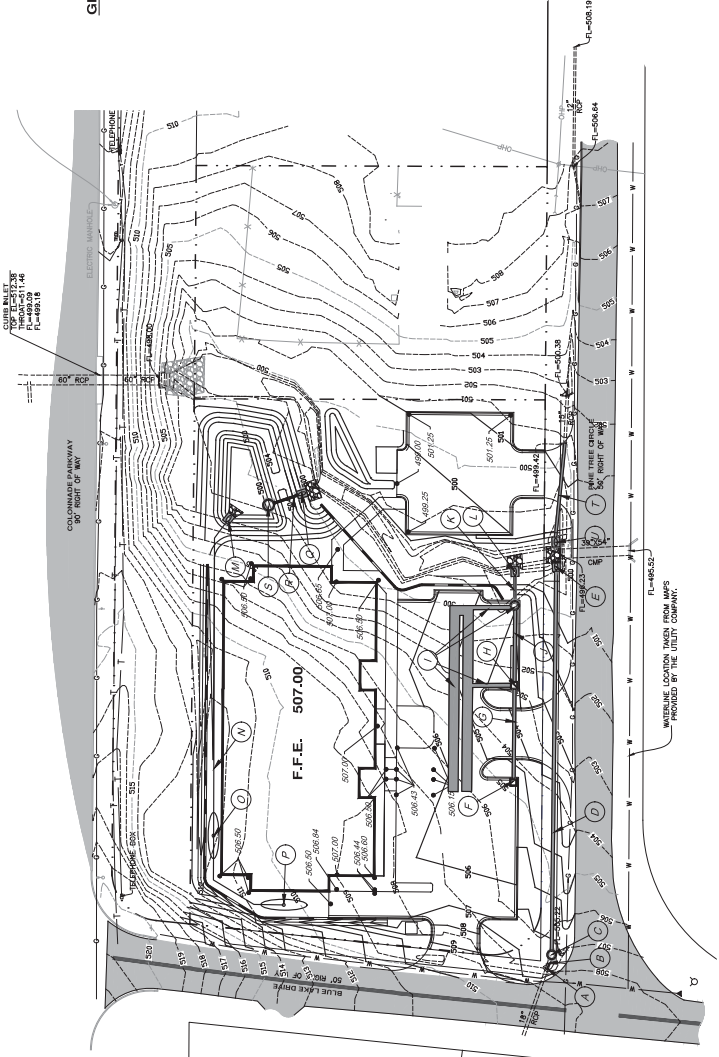


GRADING AND DRAINAGE LEGEND

- (A) CONCRETE COLLAR REQUIRED PER ALDOT. SPEC DWG# CC-630
- (B) 8 LF - 18" RCP PIPE.
- (C) STORM SEWER MANHOLE REQUIRED.
- (D) INVERT EL. = 504.00
- (E) 200 LF - 18" RCP PIPE.
- (F) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 497.25
- (G) HIDDEN GRATE INLET REQUIRED. SEE DETAIL
INVERT EL. = 500.75
- (H) 30 LF - 18" R.C.P.
- (I) HIDDEN GRATE INLET / OUTLET CONTROL STRUCTURE - SEE
DETAIL
INVERT EL. = 502.00
- (J) INVERT EL. (DN) 499.00
- (K) UNDERGROUND STORM WATER RETENTIONS SYSTEM
REQUIRED. SEE UNDERGROUND STORM WATER PLAN FOR
DETAILS.
- (L) 40 LF - 18" R.C.P.
- (M) 16 LF - 18" R.C.P.
- (N) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 498.75
- (O) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 500.00
- (P) 224 LF - 10" PVC ROOF DRAIN COLLECTOR PIPE
- (Q) AREA DRAIN REQUIRED. SEE DETAIL
- (R) AREA DRAIN REQUIRED. SEE DETAIL
- (S) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 502.20
- (T) 18 LF - 15" PVC A-200
- (U) DULET CONTROL STRUCTURE - SEE DETAIL
INVERT EL. (DN) 499.00
- (V) 50 LF - 15" RCP.
- (W) SLOPED PAVED HEADWALL REQUIRED. SEE DETAIL
INVERT EL. = 498.75

WATER QUALITY CALCULATIONS

PAVEMENT	15,450 SF
PAVEMENT (STAFF LOT)	4,100 SF
TOTAL IMPERVIOUS	29,500 SF
VOLUME 11" / 12" = 0.91'	X .0021
VOLUME REQUIRED	2,721 CF



PINE TREE CIRCLE ROADWAY SECTION
N.T.S.

Know what's below
Call 811
Dial 811
O CH000-2627411



