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

- 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)
- 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:

- 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

Firefighter classBasic Plan RateBasic Plan PremiumPaid Career\$186.48\$19,020.96

Option 2

Enhanced Plan Rate Enhanced Plan Premium

\$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)

ACE American Insurance Company

Benefits for class 1 employess(active career firefighters)

| Lump Sum Cancer Plan | <u>Benefit</u> | Lump Sum Cancer Benefits | <u>Benefit</u> |
|----------------------------------|---------------------------------|------------------------------------|--|
| Cancer Benefit Amount | \$25,000 | Early Stage Cancer | \$6,250 |
| Invasive Cancer | \$25,000 | Advanced Cancer | \$25,000 |
| Non-invasive Cancer | \$6,250 | Lifetime Max for Lump Sum Benefits | \$50,000 |
| Lifetime Max Benefit/Firefighter | \$50,000 | | |
| Recurrence Benefit | 100%, 90 days seperation period | | |
| Long Term Disability Plan | <u>Benefit</u> | Long Term Disability Plan | <u>Benefit</u> |
| Paid Career Firefighter | \$3,000 Maximum Monthly Benefit | Monthly Benefit | \$3,000, minus other income benefits |
| | 180 Elimination Period | | 6 month waiting period from date of total |
| | Duration of 3 years | | 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 <u>Code of Alabama</u>, 1975.

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

| ATTESTED BY: | Ashley C. Curry Mayor |
|---|---|
| Rebecca Leavings City Clerk | |
| | |
| CERTIFICATION | |
| certify that the above and foregoing is a tradopted by the City Council of the City | the City of Vestavia Hills, Alabama, do hereby rue copy of a Resolution lawfully passed and named therein, at a regular meeting of such 2019, and that such Resolution is of record in thereof. |
| IN WITNESS WHEREOF, I have seal of the City on this the day | hereunto set my hand and affixed the official 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 LotSC Patchwork Farmshich |
| 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 <u>easement</u> 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 eastment 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 <u>easement</u> 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. Patchn ov FarmSis situated in the City of Vestavia Hills, Jefferson County, |
| Alabama, and appears at |
| 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 easiment |
| and the names and addresses of the owner of said abutting properties are as follows: |

| A. S | treet Address: | <u> 3085</u> | Healthy | Way | Vestavia | Hills, Ac | _35 |
|--------------------|----------------|--------------|---------|-----|----------|--|----------|
| Legal Description: | | | | | | | _ |
| Owners' Name(s): | Chris | roplie | er UC | | | | _ |
| B. S | treet Address: | | | | | | |
| Legal Description: | | | | | | | |
| Owners' Name(s): | | | | | | | |
| C. Si | treet Address: | | | | | | |
| Legal Description: | | | | | . , | ······································ | _ |
| Owners' Name(s): | | | | | | | |
| D. St | treet Address: | | | | | | _ |
| Legal Description: | | | | | | | |
| Owners' Name(s): | | | | | | | |
| E. St | reet Address: | | | | | | |
| Legal Description: | | | | | | | <u> </u> |
| Owners' Name(s): | | | | | | | _ |
| F. St | reet Address: | | | | | | |
| Legal Description: | | | | | | | |
| Owners' Name(s): | | | | | | | _ |

| 6. All of the undersigned do hereby declare easyment to be vacated and |
|---|
| respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said |
| vacation of <u>lasement</u> |
| and its approval of the same. |
| |
| IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals or |
| this the day of, 20 |
| |
| SIGNATURES OF ABUTTING PROPERTY OWNERS: |
| (notary on following pages) |
| Hander f |
| Ilavild D. |
| Harold Ripp |
| |
| |
| Uthis Neemals |
| |
| |
| |
| |
| |
| |
| |
| |
| |

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 Rigo and , whose names are |
| certify that Havold 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, |
| 20 19. |
| |
| (Mun Velver 'ANX |
| Notary Public |
| |
| Fig. Weis Of White |
| |
| |
| |
| |
| |
| |
| 2. O Alexandre |
| STATE OF ALABAMA |
| GENERAL ACKNOWLEDGMENT |
| JEFFERSON COUNTY |
| JEFFERSON COUNTY |
| |
| I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby |
| certify that, 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, |
| 20 M. |
| \sim |
| la De la dance |
| KINL (/YV) |
| Notdry Public |
| The state of the s |

EXHIBIT C

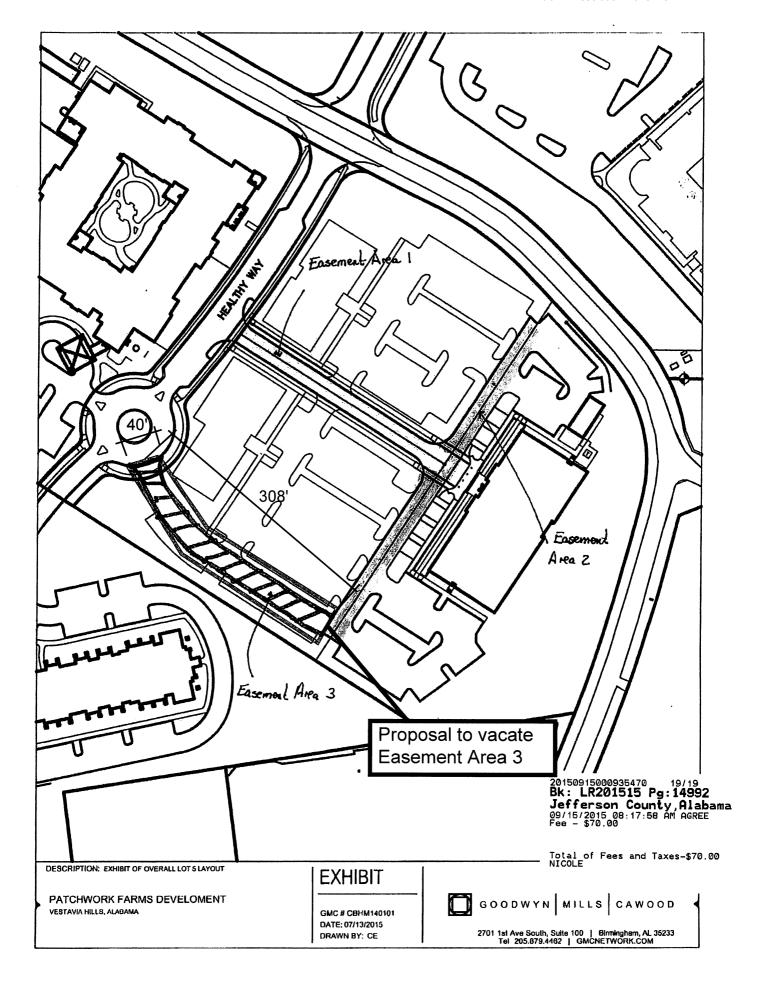
Legal Description of Easement Area 3

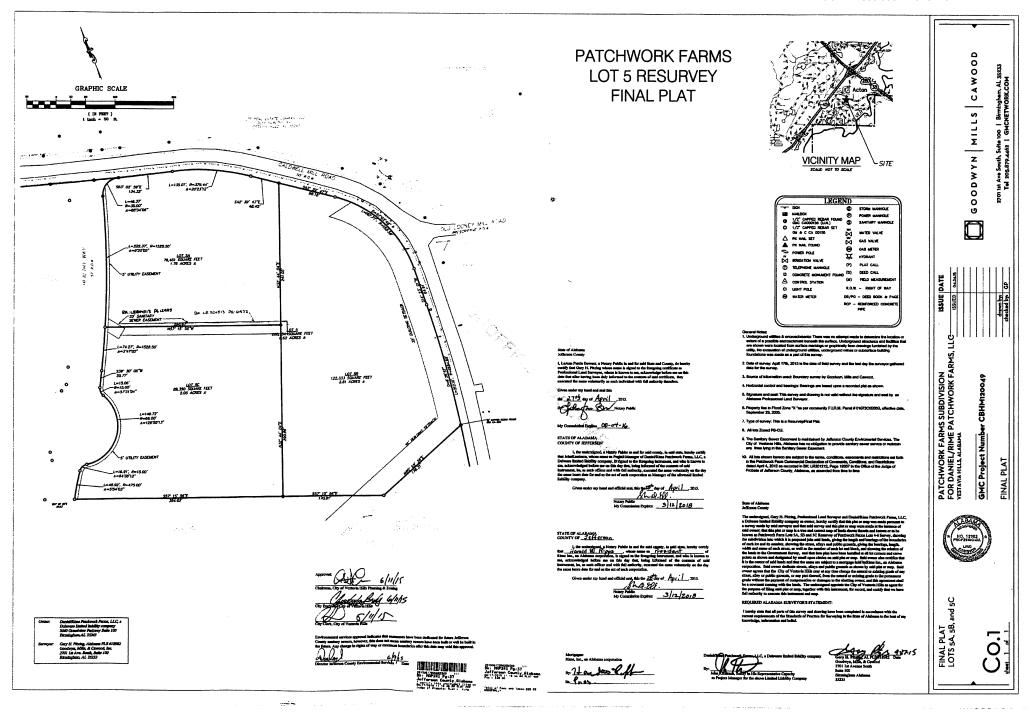
Easement Area 3 shall consist of a strip of land 40 feet in width, running along and within Lot 5C in the approximate location shown on the Preliminary Site Plan.

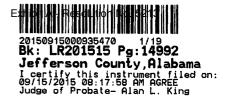
EXHIBIT D

Preliminary Site Plan

See Attached.







| 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 24th 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").

REC1TALS:

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. <u>Definitions</u>. 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 <u>Paragraph 3</u> 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 <u>Paragraph</u> 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.
- 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 asbuilt 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 <u>Paragraph 7</u> 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 <u>Paragraph 7(b)</u> 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 <u>Paragraph 7(b)</u> 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.

- Subject to the remaining terms and provisions of this Paragraph 2(a), (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 (cub 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 <u>Paragraphs 4(a)</u>, <u>4(b)</u> and <u>4(c)</u> 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 <u>Paragraph 2(c)</u> above and <u>Paragraph 6(c)</u> 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 <u>Paragraph 2(c)</u> above and <u>Paragraph 6(c)</u> 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 <u>Paragraph 2(c)</u> 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 <u>Paragraph 7</u>, 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 <u>Paragraph 7(b)</u> 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 <u>Paragraph 7(e)</u> 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 <u>Paragraph 7(b)</u> 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.
- 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.

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.
- 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.
- (1) 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

| | | Printed Na | September Lawrence L. Tre | 200 C C 701 C C |
|---|--------------------------------|------------------------------------|---------------------------|---|
| | · | PATCHWORK ASSOCIATION, corporation | | COMMERCIAL Alabama non-profit |
| | | Printed Name: | | |
| STATE OF ALABAMA |) | | | |
| JEFFERSON COUNTY |) | | | |
| I, the undersigned, a LAWRENCE S. NICKES, who | notary public ose name as _ | in and for said count SECRE TREAS. | ty in said sta of RIM | ate, hereby certify that ME, INC., an Alabama |

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

said corporation in its capacity as Manager of the aforesaid limited liability company.

[NOTARIAL SEAL]

My commission expires: 1/15/2016

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

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 Dela | ware limited liability company |
|--|-----------------------------------|---|
| | Ву: | Rime, Inc., an Alabama corporation, Its Manager |
| | | By:Printed Name: Title: |
| | | HWORK FARM COMMERCIAL CIATION, INC., an Alabama non-profit ation |
| | | Name: Kefrers Lesuigo |
| STATE OF ALABAMA) | | |
| JEFFERSON COUNTY) | | |
| , whose name as | | or said county in said state, hereby certify that of RIME, INC., an Alabama |
| Delaware limited liability company, is signome, acknowledged before me on this day the | ed to th at, being v, execu | EL/RIME PATCHWORK FARMS, LLC, a e foregoing instrument, and who is known to g informed of the contents of said instrument, ted the same voluntarily for and as the act of foresaid limited liability company. |
| Given under my hand and official se | al this _ | day of August, 2015. |
| | | |
| [NOTARIAL SEAL] | My co | Notary Public mmission 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. | | | | |
| | 820.900 | | | |
| [NOTARIAL SEAL] | Notary Pulli Commission Expires My commission expires: My Commission Expires March 12, 2018 | | | |

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 (multifamily 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

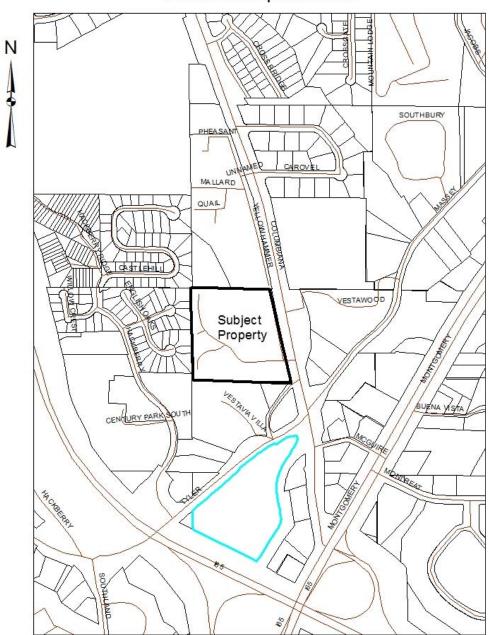
Real property in the City of Vestavia Hills, County of Jefferson, State of Alabama, described as follows:

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 comer of the Northeast guarter of the Northwest guarter 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.

| ATTESTED BY: | Ashley C. Curry Mayor |
|--|---|
| Rebecca Leavings City Clerk | |
| | |
| CERTIFICATION: | |
| certify that the above and foregoing copy of | of the City of Vestavia Hills, Alabama, hereby 1 (one) Ordinance # 2900 is a true and correct as same appears in the official records of said |
| • | estavia Hills Library in the Forest, New Merkle nter this the day of, |
| | |
| | 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**

- <u>CASE</u>: P-1119-60
- **REQUESTED ACTION:** Rezoning JC R-4 to Vestavia Hills R-5
- ADDRESS/LOCATION: 2926 Columbiana Rd.
- <u>APPLICANT/OWNER</u>: 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.
- <u>VESTAVIA HILLS COMPREHENSIVE PLAN:</u> 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

CERTIFICATION.

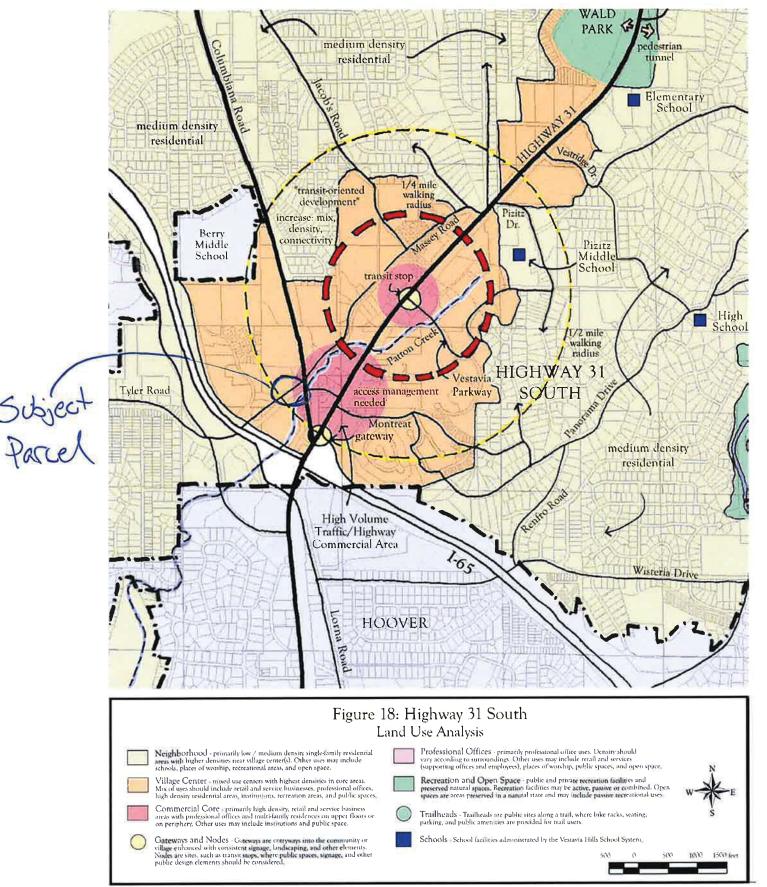
I. Thelma R. Moon, as City Clerk of the City of Vestavia Hills. Alabama, hereby certify that the above and foregoing copy of 1 Ordinance #701, is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 8th day of August 1984, as same appears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

Thelma Moon

Posted at Vestavia Hills City Hall. Vestavia Post Office and Sears Vestavia Mall, this 1th Day of Gray 198 %.

The mi Moon





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

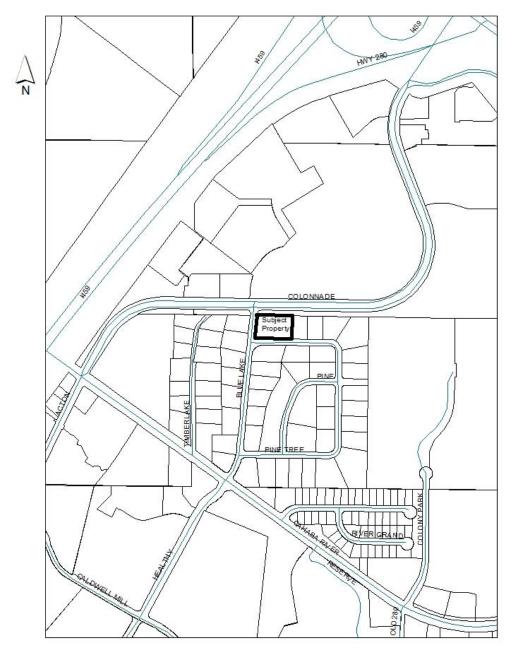
CERTIFICATION:

| I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, he | reby |
|---|-------|
| certify that the above and foregoing copy of 1 (one) Ordinance # 2901 is a true and co- | rrect |
| 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





CITY OF VESTAVIA HILLS

SYNOPSIS AND STAFF RECOMMENDATION CONCERNING APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: **FEBRUARY 14, 2019**

- <u>CASE</u>: 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
Mr. Sykes– yes
Ms. Cobb – yes
Mr. Larson – yes
Mr. Weaver – yes
Mrs. Barnes – yes

Motion carried.

P1119-61//2800274001017.000 3127 Blue Lake Drive Amened Site Plan & Cond. Use SWBP Investments, LLC

Exhibit - Ordinance No. 2901

P&Z Application Page 4

CITY OF VESTAVIA HILLS

1019 OCT -9 A 10: 591

APPLICATION

PLANNING AND ZONING COMMISSION

I. INSTRUCTIONS AND INFORMATION:

B-1.2

- (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 AD | DRESS (if different from above) |
| | | |
| | PHONE NUM | BER: Home (205) 977-9908 Office (205) 977-9908 |
| | | PRESENTING ATTORNEY OR OTHER AGENT: |
| | Shannon Wa | tchack, LLC / Len Shannon |
| | | |

P1119-61//2800274001017.000 3127 Blue Lake Drive

Amened Site Plan & Cond. Use SWBP Investments, LLC

P&Z Application Page 5

III. ACTION REQUESTED

B-1.2

| | Request | t that the above described property be zoned/rezoned |
|--------------|------------------|--|
| | From: | B1.2 |
| | To: | B12 - Amended for site plan revision. with Conditional use for |
| | | intended purpose of: Medical Office AddL 2,500 sf for A of 12,500 sf Build |
| | (Examp | ole: From "VH R-1" to "VH O-1" for office building) Iditional information is needed, please attached full description of request** |
| IV. | | ERTY DESCRIPTION: (address, legal, etc.) |
| | Lot 10 | D-A / Topfiled Subdivision (MB. 56 PG 40) and |
| | Lot 1 | 1 / Topfield Subdivision (MB. 42 PG. 72) |
| | Proper | ty size:281 (front) _ feet X179.46 feet. Acres:+/- 1.16 acres |
| <u>V.</u> | √ | Attached Checklist complete with all required information. Application fees submitted. |
| VI. | I do h appoii | hereby declare the above statements are true and that I, the owner, and/or my duly nted representative will be at the scheduled hearing. |
| 4 | Nowner Owner | Signature/Date Lo 4 19 Representing Agent (if any)/date |
| Give this | n under | my hand and seal day of October, 20 19. |
| | | |
| My day | | ion expires 10th 1905t , 20 22. |

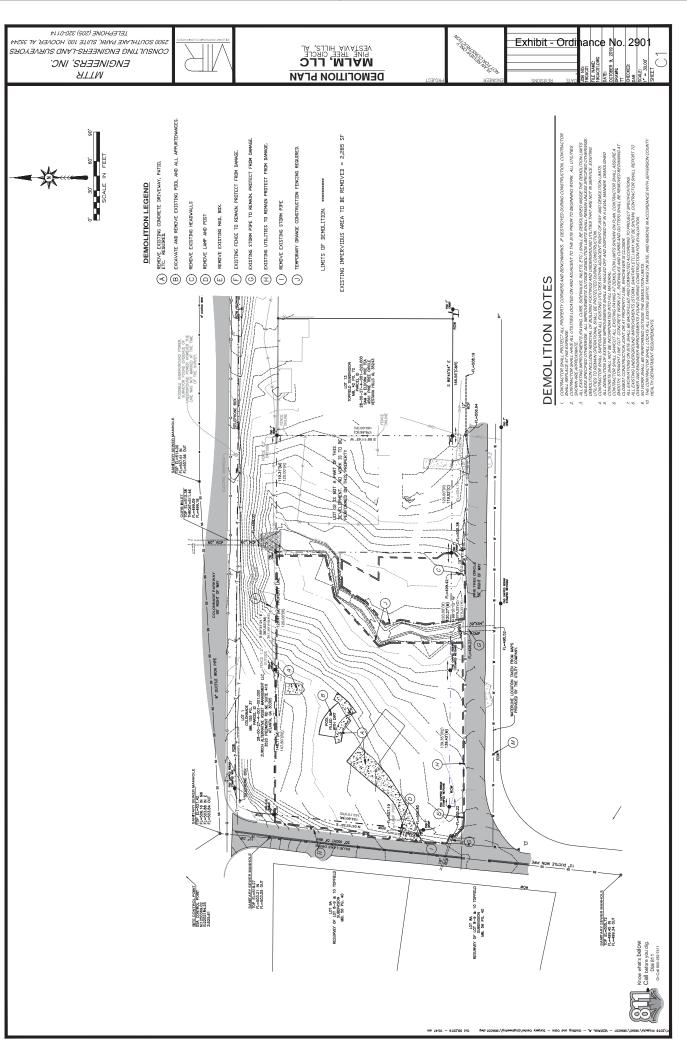
COVER SHEET

Exhibit - Ordi

MALM, LLC 3127 BLUE LAKE DRIVE VESTAVIA HILLS, ALABAMA



COVER SHEET
DEMOLITION PLAN
SITE LAYOUT PLAN
STREEDSTON CONTROL COVER
EROSION CONTROL NOTES
EROSION CONTROL PLAN
EROSION CONTROL PLAN
SITE UTILITY PLAN
SECTIONS AND DETAILS SHEET INDEX



LETEPHONE (205) 320-0114 2000 SOUTHLAKE PARK, SUITE 100, HOOVER, AL 35244 CONSULTING ENGINEERS-LAND SURVEYORS

MALM, LLC PINE TREE CIRCLE VESTAVIA HILLS, AL NAJ9 TUOYAJ ETIR Exhibit - Ordinance No. 2901

ENGINEERS' INC. MITR



SITE LEGEND

 \bigcirc \bigcirc

SIDEWALK

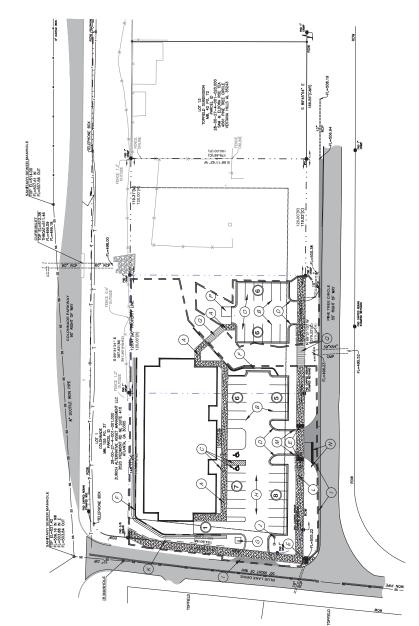
STANDARD DUTY ASPHALT PAVING

HEAVY DUTY

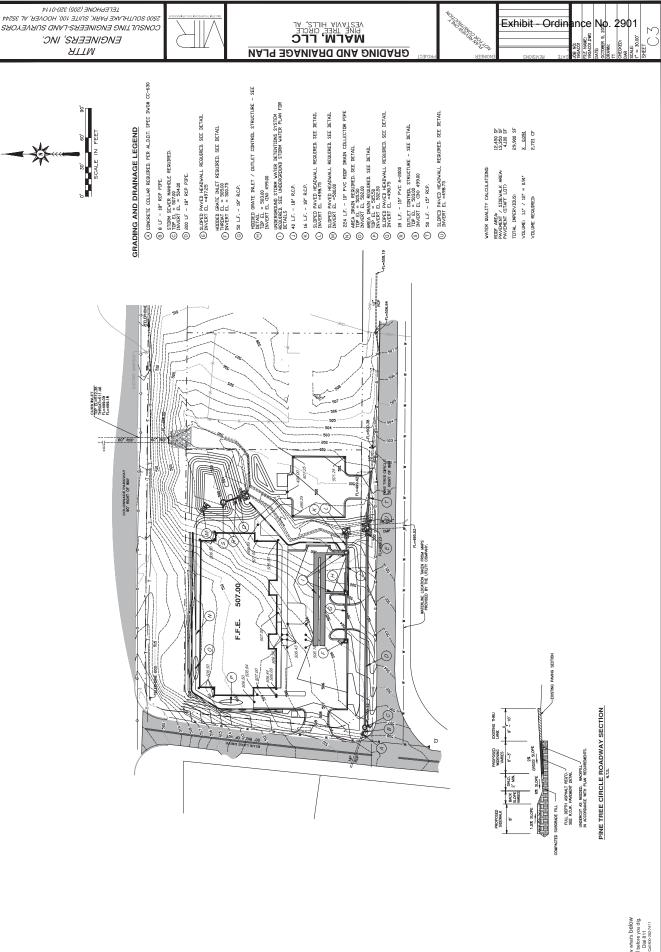
SITE LAYOUT NOTES

1. ALL IDENSIDES ARE TO QUISIDE FACE OF BULLIDNG, TO FACE
PET OR SELECT OF SWINGS FOR ACTION, BULLIDNG
PET OR ACCITECTION FACE OF SWINGS FOR ACTION, BULLIDNG
PETER REALTH DEPROMETION STRUCKEN AND SWINGS SW

SITE DATA TABLE BULDING SETBACK REGURBHENTS: FRONT YARD: 0 FEET WHEN ABUTTING REAR YARD: 30 FEET SIDE YARD: NONE POSED USE: MEDICAL OFFICE VG REQUIRED: AL OFFICE: 4. SPACES PB S PER EMPLOYEE OR 2 D = 8+14. OR 22. STALLS







5200 SONTHLAKE PARK, SUITE 100, HOOVER, AL 35244 CONSULTING ENGINEERS-LAND SURVEYORS

ENCINEEKS' INC

A COLUMN TO THE INCOMES CATIONAL ASSISTANCE ASSISTANCE AND ASSISTANCE A ALL HAMBOON MORE UNDERSON, THE EDINGED OF IN THE WANGE ALL HAMBOON MORE UNDERSON, THE CONTROL OF MANY AND ALL HAMBOON MORE THAN A THE CONTROL OF MANY AND A THE CONTROL OF MA THE CONTRICIONES AND THE STATE OF THE PROPERTY OF THE STATE OF THE STA CONTRIBUTION OF THE PROPERTY O

EDIL PREVENTION
PROCIESS SICH AG GOOD HOUSEMEENN, PROPER HANDLING OF HAZABOUS
STOOMERS SHOWN FOR SPILL CONTROL PRACTICES WILL BE FOLLOWED TO
SEDUCE THE RISK OF SPILL AND SPILLS FROM DISCHARGING INTO STORMWIER

ALL SOURCE WITH CONTROL OF GROUP IN AN ARCHITECTURE OF GROUP IN AN ARCHITECTURE OF THE CONTROL OF GROUP IN AN ARCHITECTURE OF GROUP IN A MARKEN PROCESSOR TO STROM, WITHOUT CONTROL OF GROUP IN A MARKEN PROCESSOR OF GROUP IN A GROUP

A SHALLD CONTRICTOR OF HIS BED PROVIDED TO HED FEDUCE A SHALLD CONTRICTOR OF HIS BED TO THE WASHINGTON OF PREVENT OFFICE THE WASHINGTON OF PREVENT OFFICE THE WASHINGTON WASHINGTON THE WA

SECURIOR DESCRIPTIONS AND ADMINISTRATION OF THE UNIVERSITY OF THE

A PACIFICATION OF THE PROPERTY OF THE PROPERTY

Exhibit - Ord

nance No. DCTOBER 9, 2019 JRAWN:

2901

40

ATTM

MANTENANCE OF ALL SOIL BROSION AND SEDMENTATION CONTROL MEASURES AND PRACTICES, WIETHER TRADOPERY OR PERSONNERT, SHALL BE AT ALL TIMES THE RESPONSIBILITY OF THE PROPERTY OWNER.

A SECREPAND SECREPAND COUNTY MAKE AND INCIDENCES ON A BE-CHARLOW THE REPORT OF THE PERSON OF THE ADDRESS ON A BE-CHARLOW THE ADDRESS OF THE ADDRESS ON A BE-CHARLOW THE ADDRESS ON CHARLOW THE ADDRESS OF THE ADDRESS ON A BE-CHARLOW THE ADDRESS OF SHALL HE WELL MAKE THE SECREPTION OF THE ATTEMPT THE SECREPTION OF STREET STRONG STREAMS ORGANISM ON THE ATTEMPT THE SECREPTION OF STREET STRONG STREAMS OF THE ATTEMPT THE SECREPTION OF THE ATTEMPT THE SECREPTION OF THE ATTEMPT THE ATTEMPT

CONCEMENTED FLOW AREAS AND ALL SLOPES STEEPER THAN 2.5:1 WITH A HEIGHT OF THE PEET OR GRAVITES STALL BE STABLIZED WITH THE APPROPRIATION CONTINUO. MATTING OR BLANKET. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 13 DAYS SHALL BE STABILZED WITH MULCH OR TEMPORARY SEEDING. ALL FIL SLOPES SHALL HARE SILT FENCE PLACED AT THE SLOPE'S TOE.

CONSTRUCTION WASTE MAY NETHER BE BURNED MOR BURED AND MUST BE TAKEN TO A STATE PREPAYED, LANDING.
REMEDIATION OF ALL PETROLEUM SMILLS AND LEWS DACHOTRED DURING BULL NEVELLION SWILL BE ANNABLE OF A QUARTED PROFESSIONAL. OFF-SITE VEHICLE TRANSPORD OF DEPARTMENT FOR SEDIMENTS AND THE WAYNAMA BETTER TRANSPORD OF DEPARTMENT TO THE WAYNAMA BETTER TRANSPORD OF TRANSPORD O

ALL PERMITTEES SHALL ENSURE AND DEMONSTRATE THAT THEIR PLAN IS IN COMPLIANCE WITH APPLICABLE STATE AND LOCAL WASTE DISPOSAL, SANTIARY SEMER OR SEPTIC SYSTEM REGULATIONS.

M. WE WASHINGTON TO STORE THE CARE THE CONTROL OF T

EROSION CONTROL COVER VESTAND LILC
WHE TREE CIRCLE VESTAND HILLS, AL

NAME OF RECEIVING WATERS; UT TO CAHABA FIVER TYPE OF RECEIVING WATERS : FISH & MLDLE

CBMPP NARRATIVE

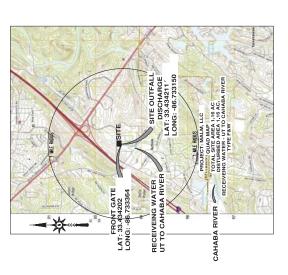
CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN

STANDARD EROSON CONTROL NOTES:

1. INVENTOR PRINCE OF RE-CA-FORK EDG. CONTACT PERSON
THE WARE TO BE CERTIFIAND PRINCE OF CONTACT PERSON
THE RESULTING TO PERSON AND SERVICED PRINCESS AND
THE RESULTING TO PERSON AND SERVICED PRINCESS AND
THE RESULTING TO PERSON TO OR CONCURRENT WITH LAND DETURBEND
ACTURITIES.

MALM, LLC 3127 BLUE LAKE DRIVE, VESTAVIA HILLS, ALABAMA VICINITY MAP





NON-COMMANTED DISCO-MERGES WILL BE ROUTED THROUGH ON SITE BIMPS MAN-STORM WITH DISCO-MERGES WILL BE ROUTED THROUGH ON SIZE BIMPS HANDES INCLUDE FLUSHING OF WATER AND FIRE LINES, RIGHARDIN MATER, MANTED, ROWINGHOS OF PINS OF SPRESSIONS WITH THE STRUCTION SITE AND RINES OF WITH OF INVENTIONS, MATERIALS, ALL PERSONNEL WILL BE INSTRUCTED ON PROPER PROCEDURES FOR WASTE. DISPOSAL, A NOTICE STATING THESE PRACTICES WILL BE POSTED AT THE JOB THE ADTH THE PROCEDURES ARE POLICIED. FOR SEEING THAT THESE PROCEDURES ARE POLICIED.

PRODUCT SETURE, REQUIRED FOR FROM THE PRODUCT SICH AS THE PRODUCT

PANTS — ALL PRODUCTS MILL BE STORED IN TIOHTY SEALED ORBINAL
CONTRACES WIEN FOR IN USE, DOCESS PRODUCT MILL FOR BE ISSCHARED
TO PIE STORM WIEN COLLECTION SYSTEM PRODUCT, WIENNESS USED WITH
THESE PRODUCTS NO PROCESS OF ACCORDING
TO MANUFATURETS SPECIFICATIONS NO RECOMMEDIATIONS.

CONCRETE TRUCKS WISHING - NO CONCRETE TRUCK WILL BE ALLOWED TO WASH OUT OR DISCUMPAGE SURPLUE CONCRETE OR PROLIN WASH WATER ONSTREMENT IS USED. THE THE PRESENCE OF THE PROPERTY OF THE BURDENS OF THE CHIEFLES OF THE CHIEFLE BUILDNO MATERALS — NO BUILDNO OR CONSTRUCTION MATERALS WILL BE BURBE OF DISPOSED OF OWEITE, ALL SUCH BULDNO MATERALS WILL BE DISPOSED OF IN A PROPER WISTE DISPOSAL, PROCEDURES.

AGES THAT LESS NA PROPRIY CLASSENCE TOWN HANTDENNY OF SA RESCONE, PROCE THE RECESSION TO A CHEEK THAT THE COLUMN THAT MANDENNY OF CHARGE WHERE WAS SESSION TON A POST CONSTITUTION BEARS. AND IS MESCESSION CONTRACTOR BOAT TO ADMINISTRATIVE SAME WAS AND IS MESCESSION CONTRACTOR BOAT PROCESSION TO A TOWN THAT SAME MANDEN AS SET FORTH IN ADELINITED DINIGHO.

Know what's below
Call before you dig.
Dial 811
or call 800-2227411

EROSION CONTROL NOTES

MALM, LLC
PINE, TREE CIRCLE
VESTAVIA HILLS, AL

No.

ATE.
ACTOBER 9, 2019
ARAMN:
ORAWN:
OTTO 196Ac01 196Ac01 196Ac01.DWG 196Ac01.DWG 196Ac01.DWG Exhibit - Ordii

ENGINEERS' INC. WITR

| Untugo United tills Settem Petitik | 60 |
|--|------------|
| Versuit Coverage | controln |
| authorizes, subject to the conditions of this permit, discharges associated with construction activity that will result in land disturbance equal to or greater than one (1) | modifica |
| from construction activities involving less than one (1) acre and which are part of a common plan of development or sale equal to or greater than one (1) acre occurring on or | Departm |
| and continuing after the off-cotive date of this permit, except for discharges identified under Part LC of the permit. Coverage under this permit is not required for discharges | (0) |
| ed with min or hand disturbing activities (such as homogradens or individual homoleardsing, repairs, maintenance work, fences and other related activities which result in | to be ma |
| oil ecosion), animal feeding operation (AFO) or concentrated animal feeding operation (CAFO) construction activity that has been granted NFDES registration coverage | of Bet II |
| 110 Chapter 335-67, normal agricultural practices and silvicultural operations as defined in Part V. | event is i |
| | (g) |
| Lighbilt y | octivities |
| Allowsh to Stor measure Discharges | 2 |
| mit authorizes the following stommaster discharges: | The Peru |
| tornwater associated with construction activities defined in Part LA of this permit: | ADEM / |
| The following stormwater discharges have been determined by the Director to require coverage under this permit: | in accord |
| ites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the state, as determined by the | thecolle |
| 1000 | Plantog |
| ites, irrespective of sizes, whose storm water discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as | TEXTOR CT |
| ned by the Department. | be consis |
| Sockages from support activities (e.g., equipment staging yands, makerial storage areas, excervaed material disposal areas, borrow areas) provided: | nopiren |
| The support activity is solely related to the construction size covered under this permit. | illed bus |
| The support activity is not a commercial operation serving multiple unrelated construction projects by different operators, and does not operate beyond the completion of the | shall mai |
| ction activity at the last construction project it supports; and | spills and |
| olluturi daching es from support activity areas are minimized to the maximum extent practicable and do not pose a reasonable patential to exceed applicable water quality | Departm |
| N. W. | 9 |

AODAL NEORS, GENERAL, PERMIT NOTES, (neer with are net all rations of the ard with any state groun, from the state expension).

| whose storm water discharges have a reasonable potential to be a significant contributor of pollutaris to a water of the state, as determined by the | ê |
|--|------|
| | ď. |
| whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as | Ē |
| | 2 |
| activities (e.g., eqripment staging yands, material storing earens, excervated material disposal areas, borrow areas) provided: | Ξ |
| olly related to the construction site cov ered under this permit. | 100 |
| t a commercial operation serving multiple unrelated construction projects by different operators, and does not operate beyond the completion of the | als. |
| on struction project it supports; and | Sp. |
| support activity areas are minimized to the maximum extent practicable and do not pose a reasonable pasential to exceed applicable water quality | ã |
| | Ö |
| | 5 |
| ter Discharges | ä |

| Positive contribution and analysis was the properties of the positive contribution and positive | per part at Gonzalen, large allegaç yet gepresente de contrate en entre de la contrate de la contrate en trades. In the per at Gonzalen, large allega de la contrate en la contrate en la contrate en trades de la contrate de la contrate en la contr |
|---|--|
|---|--|

| release oils, curing companids and other construction materials, unless managed by appropriate controls as | The Permittee shall maintain rec |
|---|--|
| | Daily Observations |
| pention and maintenance; | (a) Each day there is activity at the |
| | construction occurred to note any minfi |
| f ground water or accumulated stormwater from dewatering of treaches, excevations, foundations, vaults, or | disturbance. |
| controls, as determined by the Dippartment; | (b) Such daily observations may be |
| diments, unless an outlet structure that with draws water from the surface, unless in feasible, is utilized; | (c) The Permittee shall maintain ale |
| contribute to a substantial visib is contrast with the natural appearance of the receiving water; | 3. Site Inspections |
| contribute to an increase in the turbidity of the receiving water by more than 50 NTUs also ve back ground. For | (a) Asite inspection shall consist of |
| and will be interpreted as the natural condition of the receiving water without the influence of man-made or | used for storage of materials that are ex- |
| e included in establishing back ground levels; | well as all outfalls, receiving waters an |
| aximum daily load (TMDA) has been finalized or approved by EPA unless the discharge is consistent with the | (i) Effective erosion controls and so |
| | Alabama Handbook, |
| (d) list of impaired streams unless the discharge will not cause or convibute to the listed impairment. | (i) Polluture discharges are being pr |
| | of applicable State water quality stands |
| | (b) Site impections shall be perform |
| 1 | (c) For non-linear projects, a site in |
| so the Demetment's eNOI system, unless the Permittee submiss in writing valid instilluction as to why the | possible, but no later than 24 hours after |
| | qualifying precipitation event |
| situals. The eNGI system can be accessed at the following link | (d) For linear projects where active. |
| re initial issuance and modifications of the existing norms stood all be submitted through the eVOI watern. All | sublication, asite inspection shall be p |
| an eral permit shall be delivered to the | promptly as possible, but no later than |
| | the qualifying precipitation event; |
| | |

| | (X) Locations of BMPs that failed to operate as designed. (X) Locations where BMPs equally the CBMPs are not installed or installed in a manner inconsistent with the CBMPs, and that conformal non-additional BMRs are needed that Ad no residue of the innersign This non-innerse is notificable on the innerse. |
|---------------|---|
| Permittee | Application of all required persons under the recta uppression of a Cities and expensions in application way of non-re- presentables of all required persons under the extension of a Cities of the properties of a fine persons to the persons of a Cities of the persons of a Cities of the persons and the persons of a Cities of the persons of the p |
| ion achieves | Repeats shall be legible and bear an original signature or in the case of electronic repeats, an electronic signature. CBMPP Enclusions |
| sediment load | (a) The QCP shall perform an onsite evaluation of all emsion and sediment controls being implemented for adequacy and consistency with: (b) The CBMPP evaluation shall be performed as often as accessary unit poorly functioning or damaged ension controls or sediment controls. |
| on devices if | and, at a minimum, ence very six meaths. (c) If, based on the CBMPP evaluation, the QCP identifies any needed modifications or additions to erosion and sediment controls, the CBP. |
| | updated in accordance with Brt III.D.A. (d) The Permittee thal maintain appropriate documentation of the CIMMP evaluation. |
| | |

| | (x) Locations where BMPs required by the CBMPP are not installed or installed in a memory inconsistent with the CBMPP, and | |
|---|--|--|
| | resolved to the control of the contr | |
| | position or years a speaker than the residue of the residue of the residue of the impactions, monitoring or sampling. (b) Residue of the tentuch impactions shall be residue for impaction to face that 15 days following the date of the impactions, monitoring or sampling. | |
| | | |
| | - | |
| | | |
| | (b) The CliMPP evaluation shall be performed as often as necessary until poorly functioning or daring of consons or sediment controls are corrected. | |
| | 1911, it is internated to the control of the contro | |
| | - 5 | |
| | (d) The Permittee shall maintain appropriate documentation of the CBMPP evolution. | |
| | L. Currentve Actions | |
| | Any proofly functioning coston counteds or sediment counts, non-compliant discharges, or any other deficiencies observed during the imprecious required. | |
| | one restricts and provide the contraction of the co | |
| | 3 | |
| | (inclinates provided betein the Pennitee shall contact the Department, and | |
| | The operator shall promptly take all reasonable steps to remove, to the maximum extent practical, pollutants deposited offsite or in any waterbody or | |
| | à | |
| | J. Suspension of Monitoring | |
| 0 | Suspension of applicable monitoring and impedient copin ements for phase d projects or developments may be granted provided: | |
| | The Despitation is the first in the remaind that all featurements have considered and the fails consisted for other constitution. | |
| | and the execution, effective stees have been and will be taken by the Permittee to ensure correlators with the restrictions of this norm; that | |
| | thee masters | |
| | will remain continually of fective until the permit is properly reminated. | |
| | The request should be accompanied by a construction stormwater impaction report confirming permanent subilization of all previously disturbed areas. | |
| | ă. | |
| | The Permittee mailies the Department in writing within 15 days prior to resumption of disturbance or commencement of the next phase of development. | |
| | and the Perintee completes with the requirements of this Ferm's prior to commencement of additional disturbance. The contraction of the contraction of the ferm's prior to commence the contraction of the | |
| | | |
| | daily readings of an ensite min gauge, daily readings of an efficie precipitation gauge becated adjacent to or in dose proximity (maximum 1 mile datance) to the | |
| | facility, or by other measurement devices acceptable to the Department (e.g. online resources). Precipitation measurements must be representative of the | |
| | Permittee's site. | |
| | L. Impaired Waters and Total Maximum Daily Land (TMDL) Waters | |
| | 1. The Permittee must determine whether the discharge from any part of the construction site contributes directly or indirectly to a waterbody that is | |
| | INCOMES OF THE PROPERTY OF THE ACT OF THE PARTY OF THE PA | |
| | a. The version is controlled by the Permittee do not cause or contribute to the immersor. The CRAPP must detail the BMR this are being the property of the permittee do not cause or contribute to the immersor. The CRAPP must detail the BMR this are being the permitted by declareds, as controlled by the Permittee do not cause or contribute to the immersor. The CRAPP must detail the BMR this are being the permitted of the permitted of | |
| | utilized to control discharges of pollutures resociated with the impairment. If existing BMPs are not sufficient to achieve this demonstration, the Permittee man, | |
| | this size (0) days following to publishing on the lates final § 30.0d list. Department designation, or the effective date of this permit, subtrist a revised | |
| | CEMPT detaining new or modified BMPs. The CEMPT must be covered as directed by the Experiment and the new or modified BMPs must be implemented | |
| | WILLIAM WILLIAM CONTROL OF THE MAN THE WAY OF THE CONTROL OF THE C | |

| was a sery of the product the product of the produc |
|--|
|--|

| at the control and the control of th | states authorized to discharge under this General Permit, who wishes to continue to discharge upon the expiration of this permit, shall submit | red by there is said General Permit. Such NOI shall be submitted at least 30 days prior to the expiration date of this General Permit. | nation of the authorization to discharge under this permit as provided by ADEM Adrin. Onde r. 335 6-6-06. Should the permit as be | reason prior to its expiration date. Permittees who failed to meet the 30-day asteritaal deadine will be illegally discharging without a permit | | | defense for the Permittee in an enforcement action that it would have been necessary to halt or reduce construction activities in order to | |
|--|--|--|---|---|-----------------------|---------------------------------------|--|---|
| state, or local government permits, certifications, licenses, or other approvals. Rougally | sittee authorized to discharge underthis General Permit, who wishes to co | ered by there issued General Permit. Such NOI shall be submitted at least | nution of the authorization to discharge under this permit as provided by | reason prior to its expiration date, Permittees who failed to meet the 30-d | on date of the permit | East or Reduce Activity Not a Defense | defense for the Permittee in an enforcement action that it would have been | menon with the countliness of the seems |

| Permittee to until competed containment and the permit also 3 May pict on the permit sequence of experient will will the rim of the extension will make the permit or permit sequence of the permittee who make the permittee who make the permittee who indicate the permittee who failed to meet the 30-day alterizat localities will be linguisty discharging whitout a permit tend the securities. | or Rober eActivity Not a Defense Rober eActivity of the perfect and that it would have been necessary to hist or reduc construction activities in order to which the conditions of the perfect. | gate the all reasonable steps to minigate or prevent any violation of the permit or to minimize or prevent any adverse impact of any permit |
|--|---|--|
| Permittee to submit a complete NOI for resultantes ion of the authorization to dischage under this perm on part to its expiration date, Permittees who failed describes resultante. | t or Reduce Activity Not a Defense rase for the Permittee in an enforcement action that i we with the conditions of the permit. | take all reasonable steps to mitigate or prevent any v |

| e noce, asquite tandiq, asquite operare suming an training an asquite insolutory and process contros, insulatig appopulate operation of the state of the state of the control of the contr | Cornel Modification, Revocation and Releasurance, Suspension, and Termination | using the term of this General Remit the Director may, for cause, and subject to the public natice procedure of ADEM Administrative Code r | I, modify or revoke and reissue this General Permit. The causes for this action include the causes liked below: | then the Director receives are information that was not available at the time of permit issuance and that would have justified the application o | permit conditions at the time of issuance; | then the standards or regulations on which the permit was based have been changed by promalgation of amended standards or regulations orb | decision are the permit was issued. | par failure of the state to notify, as required by Section 40.2b.)(3) of the FWPCA, another state whose waters may be affected by a discharge; | then the level of discharge of any pollutant which is not limited in the permit exceeds the level which can be achieved by the technology base | it requirements appropriate to the discharge under 40 CFR L25.3(c)(1994); | o correct technical mistakes, such as errors in calculations, or mistaken interpretations of the law made in determining permit conditions; | then the permit limitations are found not to be protective of water quality standards; or | or arry applicable cause set forth in 40 CFR Sections 1 22 61, 1 22 63, and 1 22.64 (1994). | |
|--|---|--|---|--|--|---|-------------------------------------|--|--|---|---|---|---|---------------|
| adequate banding, ac cedures. This provisi | Modification, Rev | the term of this Gen | dify or revole and re | the Director receives | it conditions at the t | the standards or regu | on are the permit wa | take of the stateto | the level of discharge | airements appropriate | oct technical mistak | the permit limitation | rapticable case se | and the sandy |
| once, se pro- | Į | uring | Ĕ | hen | pen | hen | ş | Ed. | hen | A roa | 900 | hen | 82.0 | į |

| the permit was issued. | Upon failure of the state to notify, as required by Section 40.2(b)(3) of the FWPCA, another state whose waters may be affected by a disct | When the lovel of discharge of any pollutant which is not limited in the perm't exceeds the lovel which can be achieved by the action loggy | nest requirements appropriate to the discharge under 40 CFR 125.3(c)(1994); | To correct technical mistakes, such as errors in calculations, or mistaken interpretations of the law made in determining permit conditions | When the permit limitations are found not to be protective of water quality standards, or | For vary applicable course set forth in 40 CFR Sections 122 61, 122 62, 122 63, and 122, 64 (1994). | Subject to the public notice procedures of rule 335-6-21, the Director may terminate this General Permit during its term for any of the cut | fixation listed in ADEM Admin Code r. 335-6-23(7)(a). | The Director may terminate coverage of a discharge under this general permit for cause. Cause shall include but not be limited to noncom | atment rules; or a finding that the general permit does not control with wastewater discharge sufficiently to protect waterquality or comply | near based linits applicable to the discharge. | |
|--|--|---|---|---|---|---|---|---|--|--|--|-------------------|
| in decision are the permit was issued, | Upon failure of the state to r | When frelevel of discharge | on requirements appropriate | To correct technical mistake | When the permit limitations | For any applicable cause set | Subject to the public notice | cation listed in ADEM Adm | The Director may terminate | ment rules; or a finding that | or based linits applicable to | December 19 Acres |

| Ę | | | ů | ē | | 3 | ž | | | ŝ | |
|--|--|-----------------------------|---|--|-------|--|---|--|--|---|---|
| Š | ý | | tent | ř | | ĕ | de | | | the | |
| | Sute | | άç | 셤 | | 5 | Ŕ | | | = | |
| ì | tod. | | ĕ | å | | di H | ř | | | oppo | ä |
| í | 3 | | Ē | 퓢 | | 9 | 3 | | | ğ | sko |
| ś | ě | | 60 | 켷 | | ą | ᇴ | r, th | | = | H |
| ì | 0.8 | | ğ | 8 | | ž | 800 | g | | ĕ | ş |
| ŧ | own | | ž | 팊 | | 58.0 | olst | ğ | | 3 | 0.00 |
| l | ã | | 3 | 8 | | ş | Ä | Ē | | ittο | 育 |
| Ĩ | ē | | ŝ | ä | | 2 | ĝ | 70 | | Ę | E |
| 2 | goy | | ž | a | | ij | g | ito | | 20 | Ę |
| 1 | 8 | | dia | 8 | ٥ | ē | É | 000 | | ö | 8 |
| Š | ğ | | į | it or | omi | itte | B | Š | | be of | nst. |
| Ş | 8 | | Ę | g | ŝ | į | ă | ã | | ā | 8 |
| į | 8.6 | | ğ | ğ | 7,6 | de | 暴 | 등 | | ĝ | Ĕ |
| ĺ | ĕ | | ğ | 20 | S. | 8 | 8 | SUC | 5 | ğ | 풽 |
| 2 | ĝ | | sp je | non | 3 | 200 | 8 | ğ | No. | ξ | å |
| ì | or tak | | 2008 | ggg | of to | y ct | ğ | 100 | ŝ | any | Z |
| ĺ | 9 | | É | 8 | pirc | ŝ | die | ĕ | 59 | ã | ija. |
| ř | de | | this. | ij | Sra | ing | di di | 0 10 | â | ŝ | 111 Q |
| l | 8 | | 3 | 8 | Pag. | ş | ĝ | i | non | ž | ę |
| | ą, | | Xtox | 3 | Ę | ä | ying | t | N I | â | ğ |
| í | ĕ | | å | uin | ies | g | å, | 9 | ing | × | ÷. |
| ? | 9 | 91 | ê | ş | 8 | 0 | ĕ | ä | one | D ON | 3 |
| ì | 9 | 췽 | å | ē | 188 | Ē | č | 50 | 00 | 8 | Ę |
| | d Str | | THIS. | ë | 20 | ugu | tigg | ş | p | 8 | ě |
| ŝ | sice | | ä | 8 | ă | ä | 8 | S of | 8 | ĕ | Ď. |
| 5 | old. | | 8 | 9 | tor | 8 | e il | ifor | ish | trool | å |
| í | g | ĕ | ä | 충 | × | 튑 | å | pac | 8 | Ē | ĝ |
| Aprily of interest of the part part of any minigeness of extens, black, of the minimum, in other assessed appril | nstruction of any physical structures or facilities or the undertaking of any work in any waters of the state or of the United States. | Duty to Provide Information | The Permittee shall familish to the Director, within a reasonable time, any information which the Director may request to determine | ists for modifying, revoking and re-issuing, suspending, or terminating this permit or to determine compliance with this Permit. The Per | de | The Permittee shall inform the Director in writing of any change in the Permittee's mailing address or whephane number or in the F | signation of a facility contact or officer having the authority and responsibility to prevent and abuse violations of the AWPCA, the Days | stems and conditions of this permit no later than ten (10) days after such change. Upon request of the Director, the | mittee shall fumish an update of any information provided in the NOL | If the Permittee becomes aware that it failed to submit any referent facts in the NCI; or submitted incorrect information in the NOI; | s Director, it shall promptly submit such facts or information with a written explanation for the mistake and oromission. |
| Š | ģ | ă | É | ġ | 9 | É | atio | ž III | arce | ñ | ğ |
| ŝ | 200 | | | ğ | mis. | | 8 | 25 | Ē | | ě |

| as an a constitute of this permit no later than ten (10 pp; after expansions) to pro-cue may more removes one event one approximate as and constitute of this permit no later than ten (10 pp; after explaining, Upon request of the Director, the expansions one and after than ten (10 pp; after explaining, Upon request of the Director, the | f the Permitree becames aware that I failed to submit any relevant facts in the NCI; or submitted incorrect imbimation in the NCB; or in a ctor, it shall promptly submit such facts or information with a written explanation for the mistake and bromission. | haspection and Entry mitee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be requi | stor upon the Permittee's premises where a regulated activity is incated or conducted, or where records must be kept under the condition | fore access to and copy, at reasonable times, any records that must be kept under the conditions of this Permit. The conditions any facilities, explorent including mentioning and control explorent, practices, or expensions regalised or re- |
|--|---|---|--|--|
| is and conditions of this permit- | I the Permittee becomes aware to ctor, it shall promptly submit so | mspection and Entry mitee shall allow the Director, | ince upon the Pennittee's premi | fave access to and copy, at reason report at reasonable times any fi |

| Here access to and capy, at exaconable times, any recends that mast be larget under the conditions of this Pennix. | sample or mains at resonable inns, for the purpose, of assuing permit compliance or as oftensies saftenized by the AWPCA, any manes or parameters at any heatien. | Nancomplans: Notalisation | Benetiský tracans tal or againcia. |
|--|---|--|---|
| This price access to any facilities, epidpriest (including mentioning and control equipment), practices, or ependions regulated or | | The Pornition must notify the Expert inner it for any reason, the Pornities's discharge: | Rosen sin streon warqualty piterion no be eccedad; |
| this Bernetz and | | The Intensity treatest furms health or vedfore; | Josen sa comply with an applicable toxic polluran ellitont standad or positistion estabished under Section 377(a) of the PWPCA.3. |
| Have access to and copy Inspect at restorable tin orbis Porreis and | Sample or monitor at reasonable to tances or parameters at any boation. | Noncomplance Notification The Permittee must notify the Petersially threatens harman he | Potentially threatens fish Causes an in-stream wat Does not comply with a 7(a); or |

| When the permit limitations are bound not to be protective of water quality standards; or | |
|--|--|
| For any applicable cause set forth in 40 CFR Sections 1 22 61, 122 62, 122 63, and 122 64 (1994). Subject to the public notice procedures of rule 335 6-21, the Director may terminate this General Permit during its term for any of the causes for | |
| kataon isolo in Azino Amira Ozat. 1300-024 (1300-024). Astronomical in Azino in Azino in Azino Amira Ozat. 1300-024 (1300-024). Astronomical in Azino in Azi | |
| innet kod unis ėppisubieto incistusy. <u>Prograv Balis</u> eremitolos intervivam poperty intiks in eithe red or pesunal property, or an ecclasive nivikege, nardoss i authorios am injuy to penons or | |
| yeay or invasion of other privaterights, or any indring eneme of foderal, state, or bocal innes or regulations, nor obset it authorizes or approve the execution of any physical structures or facilities or the understelling of any work in any waters of the state or of the United States. | |
| Day to Provide allocated has The Permittershall funish to the Discotar, within a resonable time, any information which the Discotar may request to determine whicher cause for modeling, evolving and resonation, or termination this neutring or determine combinates with this Permit The Permitteeshall also | |
| the state of the s | |
| nthre shaftensk ur opda er ne forensken problekt in the VOI. Lange «plantepar unessenen an The Parameters over a very forensken problekt in the VOI. Lange «plantepar unessenen an "I the Parameters over the R fallen De Attenta spread take in the VOI er shattend is more timensin in the VOI, er in any report to "Effectives, the algorithm of the Attenta timensia with a veiting explantation for the intellectual contrassion. | |
| anoparties and the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law | |
| Enter upon the Pennince's premises where a regulated activity is heated or conducted, or where records must be lapt under the conditions of this | |
| nts. Here access to and copy, at reasonable times, any recents that must be logiculate the conditions of tide Permit; Here access to and copy, at reasonable times, optiment (including mortoring and control epiperent), practices, or operations regulated or required hereot a reconstant control and access to the conditions of the conditi | |
| rents years, and Starp to mentor at reasonable times, for the purposes of assuing permit compliance or as otherwise authorized by the AWPCA, any activities, and seems of the productions. | |
| Nancompilan e Nofification The Portuguant antidity the Dynatornal if, for any reason, the Portugue's dashings: Binestilled throness than both or welf-ree | |
| Bucatidity threatest fish or aquatic life; Canes an intervent waterprint yielden to be exceeded; Does not comely with an anticide notice relating a stanka or embittion entablished unler Section 307 or of the PAMPCA, 33 U.S.C. | |
| 17/02 cm. occurrence of the control | |
| w Directorno laser that 34-bases after the Pennitree becomes aware of the occurrence of such discharge. In addition to theoris report as provided in Part IV.12 befow, no laterthin few (5) days after becoming aware of the occurrence of such | |
| The winton report doub to it is formed acceptable to the Department and shall include: The winton report double include acceptable to the Department and shall include: A description if the incompression acceptable and the sound for incom, the Department of the American The period of monorityines, acceptable sound these suit into services, the aminipated time the monorityines is expected to continue; The period of monorityines, acceptable sound these suits are acceptable to the American Services. | |
| Adecraption of the steps taken and or being taken to reduce or eliminate the noncomplying declarage and to prevent its recurrence. Detailing of Boovele | |
| The Manuscrient and a proper design of the property of the pro | |
| not statistic kept and the highpan is recoved. All recode expired to be kept for a period of three (3) years shall be kept at the permitted facility or an alternate becale to the automatics in whiting and shall be remished for importion upon request. | |
| ntion. Requirements for and in queste or information subtrained to the Director shall be signed and centified according to the requirement of ADBM Admin Code z. 6-6-60. Where required by this Permit, documents will also be signed by a QCP or QCI. | |
| Transfer, Penni may nichetranskond sultesa nako to the Dravar and adsequen modification or revocation and resource of the Pennik, in the cose of a Pennik man consolidar or control of the Pernik e's prenises, a request for pennit modification in a format acceptable to the Dravar is orquired at loss you enter the change. | |
| Manager and American Street St | |

| Advanced to the part and surface that means to the part and the part a | |
|--|--|
| A description of the steps. Resention of Records. The Permitties shall retain chart recordings for continuers for the first for a period of a fewer through the steps and the linguistic of shall be kept until the linguistic and shall be kept until the linguistic and shall be steps until the linguistic of the steps of the steps and the linguistic of the steps of the step of the ste | |

| В | R | 8 | | × | | | × | | | Ξ | ĸ | | |
|---|--|---|---|--|---|------------------|---|--|-----------|--|---|------------------------|---|
| ġ | 듄 | ŝ | | ş | | | 臣 | | | 3 | ÷ | | |
| 8 | ž | ÷ | | á | | | 3 | | | a | ŝ | | |
| ĝ | ş | 8 | | 뀰 | | | ź | | | ž | ĕ | | |
| 3 | 8 | 8 | | ŝ | | | 멎 | | | 7 | 否 | | |
| 3 | ă | 8 | | = | | | ₹ | | | £ | å | | |
| 3 | 8 | 8 | | 8 | | | 8 | | | 8 | 2 | | |
| 9 | 井 | È | | ò | | | Ħ | | | 2 | 3 | | |
| Ħ | -8 | 4 | | 3 | | | ĕ | | | 3 | Ħ | | |
| Ŗ | 2 | ž | | ã | | | 8 | | | ž | 8 | | |
| 5 | -12 | 5 | | Ę, | | | 2 | | | 2 | ă | | |
| Ħ | F | | | 2 | | | 5 | | | × | * | | |
| ď | Ħ | 8 | | 8 | | | ŝ | | | Ē | B | | |
| Ħ | Ď. | 8 | | 2 | | | 3 | | | ĕ | æ | | |
| Ĕ. | ç | - | | ă | | | 2 | | | 8 | ä | | |
| ğ | ŭ | S | | 3 | | | 핕 | | | 8 | Ē | | |
| R | 8 | Æ | | = | | | Ä | | | × | š | | |
| 2 | Ε | 2 | | ğ | | | 4 | | | Ř | 2 | | |
| ä | 3 | 2 | | В | | | S | σ. | | 3 | 굨 | | |
| Š | ğ | 2 | | o. | | | 큪 | 5 | | 윽 | ĕ | | |
| ĕ | ä | ĕ | | å | | | 2 | 2 | | 큣 | 죔 | | |
| 8 | 8 | 8 | | 8 | | | ĕ | 힟 | | В | 8 | | |
| 8 | я | s | | Ħ. | | | ÷ | × | | Ħ | 0 | | |
| ä | 3 | Ĕ | | ž | | | Ĕ | 2 | | ŝ. | 8 | | |
| Ξ | 유 | 3 | | ă | | | -8 | 7 | | 3 | 8 | | |
| ē | 8 | 8 | | 뒝 | 쳤 | | 3 | ă | | ã | 8 | | |
| Ļ | E | ŧ | | 묫 | ŝ | | 뒴 | 3 | | 5 | â | | |
| ą | 5 | -8 | | 8 | 8 | | 3 | ž | | 3 | 8 | | |
| 8 | £ | 5 | | 8 | 8 | | ä | 80 | | 유 | ă | | |
| H | 9 | Ħ | | æ | 3 | | ĕ | 2 | | ε | 8 | | |
| 2 | ă | 8 | | 8 | 8 | | 囜 | 3 | | Δ | H | | |
| Ħ | ŏ | 3 | | a | 5 | | 2 | 2 | | â | 8 | | |
| Ę | e | ž | | ē. | ž | | ă | × | | 8 | 3 | | |
| Ξ | Ħ | 昱 | 3 | 2 | .9 | | ÷ | 5 | | 8 | Έ | | |
| g | æ | .8 | ÷ | 角 | 2 | | £ | ã | | 20 | æ | | |
| ğ | 8 | Ē | 8 | 5 | 3 | | £ | ä | | ē | 10 | | |
| 8 | ž | Ē | 2 | 8 | ä | | 8 | 8 | | ă | Ę | | |
| Ε | 3 | 뒦 | 8 | Ξ | g | | 8 | æ | | 3 | ĕ | | |
| 9 | 8 | ž | 莨 | 8 | 0 | | 8 | -24 | | ÷ | ă | | |
| ğ | ä | Ř | ä | 8 | á | | Ħ | 7 | | Ē | 8 | | |
| Ξ | * | 3 | 2 | 8 | 2 | | ä | 4 | | 혖 | 8 | | |
| 3 | ž | 8 | Ξ | Ē | õ | wi | Ä | 8 | | 8 | Ġ. | 30 | |
| Ħ | ă | 3 | 8 | 욕 | 8 | 휌 | 8 | 2 | | 9 | 큠 | g | |
| á | ž | 7 | 2 | 8 | 20 | i | 18 | 2 | | ÷ | ř | 윤 | |
| an recording to conditions in among instrumental, colors of an equivalently and rectue of an arm dead of an | , for a period of at least three (3) years from the date of the impection, sample measurement, or report. This period may be extended by | reators time. If italgation or other enforcement action, under the AWPCA and/or the PWPCA, is ongoing which involves any of theso | shall be kept until the litigation is resolved. | All records required to be kept for a period of three (3) years shall be kept at the permitted facility or an alternate location identified to t | ment in writing and shall be available for inspection upon request. | ory Requirements | X and all reports or information submitted to the Director shall be signed and certified according to the requirement of ADEM Admin C | 5-D9. Where required by this Permit, documents will also be signed by a QCP or QCI | | errit may not be transferred with our notice to the Director and subsequent modification or revocation and reissuance of this Permit. In | in name, ownership or control of the Permittee's premises, a request for permit modification in a format acceptable to the Director is re | s prior to the charge. | |
| ğ | ž | ž | 9 | 20 | ž | 릵 | 13 | ŝ | g | 8 | 16, | ă | |
| g | 6 | 8 | Ħ | 8 | 6 | × | 2 | S | Prinsfers | 15 | 8 | ö | 8 |
| Ē | ĕ | Ħ | 췾 | á | ģ | Ы | Ľ | á | A | ΙŔ | á | Ė | É |
| | | | | | | | | | | | | | |

| Papers of Approximate of Approximate of Approximate of Condition of Approximate o | Bryans. Psystosia (mosion controls, sodiment controls, or any other stortwater transportent/treatment controls specified in t isoly by ADEM Admin Code E 335 464-112(m). | Uposed Filtoca of an Upset. An upoet constitutes an affirmative defense to an action brought for noncompliance with techn remarks of atherments 33.5-6-5, 12m 2, nor met. | Conditions Necessary for Demonstration of an Upset. A Permittee who wishes to establish the affirmative defense other exectly stands, contempor mesous operating loss, or other refer an evidence that: | An upset occurred and that the Permittee can labertify the specific case(s) of the upset. As according to the property of the specific case of the specific | The Permittee submitted notice of the upset as required in subpringraph 326-66-12(1)5; and |
|--|--|---|--|--|--|
| | bypass of erosion or ided by ADEM Ada | Upoet Effect of an Upoer rements of subman | Conditions Neces | An upset occurred. | The Permittee sub |

| Remost for Individual Permit by General Permit Holder |
|---|
| Any person covered by this General Pennit may apply factor mination of coverage by applying for an individual NPDES pennit. A permit application |
| britted voluntarily or at the direction of the Director for the purps so of termination of coverage by this General Permit shall be processed in accordance |
| alt the rules found in ADEM Admin. Code ctt. 33 56-6 upplicable to individual permits. |
| Any person may petition the Director for withdrawal of this General Permit authority from a discharger. The Director shall consider the information |
| braited by the potitioner and any other information he may be aware of and may obtain additional information from the discharger and through |
| pocions by Department staff and shall decide if coverage should be withdrawn. The potition or shall be informed of the Director's decision and shall be |
| on ideal a summary of the information considered. |
| Termination of Correrage |
| to Director may suspend or terminate co verage under this permit for cause without the consent of the Permittee. Cause shall include, but not be limited to |
| nomplance with this permit or the applicable requirements of Department rules, or a finding that this permit does not control the stormwater discharge |
| afficiently to protect water quality. |
| Nation of Tempation |
| to Permittee mass submit a Notice of Termination (NOT) in a format acceptable to the Department within thirty (30) days of one of the following |
| nthions |

| 2. Content of the Notice of Termination | |
|---|---|
| INCOME STATE INCOME. | |
| (a) The Permittee name, permit number, and location of the site; and | |
| (b) Certification by the Permittee and the QCP that all construction activity covered by this permit has been completed and final a | 3 |
| achieved, or | |
| (c) Mentification, including complete contact information, of the person that has assumed legal or operational control over the con | 8 |
| Loss of operational control does not relieve the operator from liability and responsibility for compliance with the provisions. | ĕ |
| complete and correct request for termination is received by the Department. | |
| Side or transfer of operational responsibility for the site by the operator prior to the succeeding operator obtaining permit cover | ş |
| character does not collecte the construction from the construction to committee softs the construction of this manning | |

| THE PROPERTY OF THE PROPERTY O | Certification by the Permittee and the QCP that all construction activity covered by this permit has been completed and fire | | Mentification, including complete contact information, of the person that has assumed legal or operational control over the | pensional costrol does not relieve the operator from liability and responsibility for compliance with the provision | registe and correct request for termination is received by the Department. | Sale or transfer of operazional responsibility for the site by the operator prior to the succeeding operator obtaining permit c. | ugace, does not relieve the operator from the responsibility to comply with the requirements of this permit. | Identification | e Permittee shall post and maintain sign(s) at the front gate/ent-mace, and if utility installation, where project crosses pareed ex- |
|--|--|------------|---|---|--|--|--|----------------|---|
| | y the l | | inclus | ional c | control | To fop | eve the | Ficult | SOL LED |
| | ation b | | zafon, | operat | comec | transfe | sx reli | Ideal | shall p |
| | ntific | b | cutti | assof | ğ | go or | loes r | xilley | nittoo |
| | 0 | hirved; or | -2 | -2 | mplots | š | opter, | - | o Per |
| | | | | | | | | | |

SOUS CONTHLAKE PARK, SUITE 100, HOOVER, AL 35244 CONSULTING ENGINEERS-LAND SURVEYORS

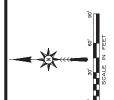
ENGINEERS' INC. MITR



MALM, LLC PINE TREE CIRCLE VESTAVIA HILLS, AL **EROSION CONTROL PHASE I**

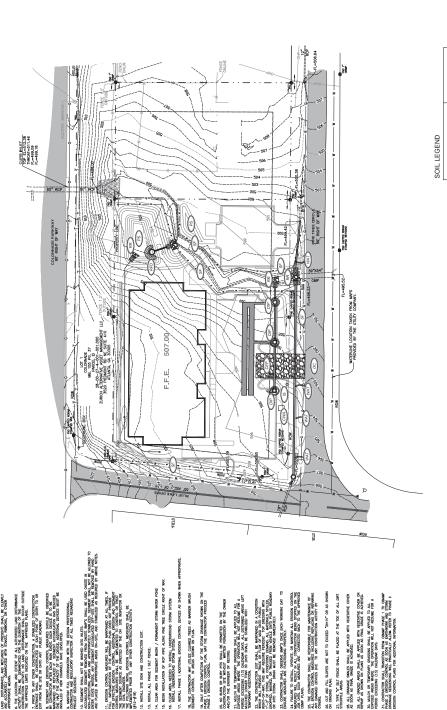


OB NO:
ILE NAME:
ILE NAME: 2901 Exhibit - Or



| UCTURAL | PRACTICE | SUT FENCE | CONSTRUCTION | NORMATION | RP RAP | DOMED INLET PROTECTION | ODWORTE WISH OUT | 12 WATLE | ROCK FLTER CHECK DAM |
|---------|----------|-----------|--------------|-----------|--------|------------------------------|---------------------|----------|-------------------------|
| SH. | CODE | (9) | (GEP) | (2) | (§) | | CONVA | WAT | (SF) |

| FTATIVE | SURES | PRACTICE | STABLIZATION (MITH MULCHING (NLC) | DISTURBED AREA STABLIZATION (MTH. TEMPORARY SEEDING) | DISTURBED AREA STABLIZATION (SCORNG) | DUST CONTROL. ON DISTURBED MENS | EROSION CONTROL BLANKET |
|---------|-------|----------|---|---|--|---------------------------------------|-------------------------------|
| ¥ | 띺 | CODE | (2) | (2) | (8) | (8) | (E) |





SOURCE USDA SOL MAPS

4. THE ESCAPE OF SIZIANDNI PROM THE SITE SHALL BE PREVENTED BY
THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MESSURES.
ARTHURS PRICE TO OR CONCLIREET WITH LAND-DISTURBING
ARTHURS PROR TO THE LAND DISTURBING ACTIVITY, THE CONTRACTOR SHALL COMPACTOR SHALL A PRE-CONSTRUCTION METING WITH THE SITE INSPECTOR. S. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERM SMALL BE PRESENT CHRITE AT ALL TRUES. THE LAND DISTURBANCE PERMIT SHALL BE POSTED ON THE PERMIT SIGN AS SHOWN ON P

BORTRO COMBEIGNO LAND DISTURBANDE ACTIVITY. THE LIMITS OF DISTURBANCE, AND WETLANDS (IF PRESENT) SHALL BE CLEDARY ACCURATED? TO DAWRCATED WITH STAKES, REBONS, OR OTHER DREAMT MANS. 6. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIONY SHALL BE DEMANDED FOR THE DEPANDS OF THE CONSTRUCTION ACTIONT. NO LAND DISTURBANCE SHALL OCCUR OUTSDET THE APPROVED LANTS INDICATED ON THE APPROVED LANDS 7. PRIOR TO ANY OTHER CONSTRUCTION, A STABLIZED CONSTRUCTION OPPRANCE SHALL BE CONSTRUCTED AT EACH POINT OF EMENY TO OR SOT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY. SEDMENT AND ENOSION CONTROL MEGANES SHOULD BE OBSERVED TO CONTROLLEN BEACH SHOULD SHOKE IS TO BE NOW HOW WITHOUT WE SEDMENT ACCIDILLATION WE SELVED WITH THE CANADIDATION WE SERVED TO THE CONCEL MODIFICATION TO THE CONCEL MODIFICATION. DEVICES MUST BE STALLED IF WAR CHARMEDS WAS ENDILODED. 9. MANTAN PULL COORDANTON WITH THE DISSON PROFESSIONAL, CONTRACTOR AND REGULATORY INSPECTOR AT ALL TIMES REGARDING PROJECT SEQUENCE.

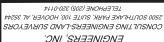
11. INCOM CONTROL MUSINES BILL OF MATCHAD AT ALL THES, THE WILLIAM CONTROL OF THE APPROACH OF THE OTHER DESCRIPTION ACTIVITY. . SITE SIGN AND CONSTRUCTION EXIT.

13. NESTAL ALL PHORE I SET PROCE.
14. NESTAL ALL PHORE I SET PROCE.
15. RESAN REPUBBLISH RESAY I PROMISED STORM WEIR PORD
15. RESAN REPUBBLISH RESAY I PROMISED STORM STORM.
15. RESAN REPUBBLISH RESAY I PROMISED STORM STORM.
16. RESAY REPUBBLISH RESAY I PROMISED STORM STORM.
17. NESTAL ALL PHORE I SET PROCE.

18. THE CONTRACTOR MY UTILIZE CLEMBED TREES AS BAMPRER BRUS SEDIMENT CONTROL. IN AREAS SHOWN ON PLAN. 19. ONLY AFTER COMPLETION OF THE STORM DRAINAGE SHOWN ON PHASE I EROSION CONTROL. PLAN, MAT THE CONTRACTOR PROCEED PHASE II EROSION CONTROL.

21. MUCH OR TEMPORARY ORASSNO SHALL BE APPLED TO ALL DESCRIPTION WHEN THE ORASSNOW SHALL BE STREET FOR A PERSON EXCEEDING FINA SO DAYS SHALL BE STREETED WITH TEMPORARY VESTATION. A, FAILURE TO INSTALL, OPENATE, OR MANTAN ALL EROSION CONTRACADES WILL RESULT IN ALL CONSTRUCTION REING STOPPED ON 1 YOU BUTHE. SUCH MENGURES ARE. CONFECTED BACK TO THE APPROVAGURE. HE CONSTRUCTION OF SALE REMANDER IN COGNIDA MENCH WILL RESOURCE TO SHALL REMANDER IN COGNIDA MENCH WILL RESOURCE TO SHALL WITHOUT SHALL "---" OF STORE, AS CHARLOWS DEAVE, ALL WITHOUT SHALL OF STORE WAS AN INCOMED TO SHALL WITHOUT SHALL OR ATO STORE THOSE WAS TO SHALL WITHOUT SHALL SHALL REMAINS AND THE SHALL 20. NO BURN OR BURY PITS SHALL BE PERMISSION ON THE CONSTRUCTION SITE WITHOUT WRITTEN PERMISSION BY THE OWNER AND/OR THE ENGINEER OF RECORD.

29. ALL OPLOED, AREAS SHALL BE APPLIED WITH VEGETATIVE COVER OR SIPPLAP AS SHOWN ON PLAYS AS SOON AS FINAL GRADE IS ACHEVED. 11. CONTRACTOR SHALL TRANSITION PROJA CIBIANP PHASE 1 TO CIBIAN PHASE 2 BECANSON CONTRIG. AS SOON AS EMPERATOR AND STORM SECULIARION WILL PRACTICALLY ALLOR. RETER TO PHASE I PROSIGIO CONTROL PAARS FOR ADDITIONAL, INFORMATION. O, NUICH OR TEMPORARY GRASSING SHALL BE APPLED TO ALL XPOSED AREAS WHERE THE OPERATION WILL NOT RESUME FOR A ENDD EXCEDING (13) CALENDAR DAYS. 28. ALL DRAINAGE SHALES SHALL BE APPLIED WITH VEGETATIVE COM AS SOON AS FINAL GRADE IS ACHIEVED. 25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANTEWAYE OI ALL EROSION COMPICE, MEASURES INCLUDING REPURNING OR REPARA TO PROMAED DEVICES DUE TO ANY CONSTRUCTION ACTIVITY BY MAHRIES. 28. CUT AND FILL SLOPES ARE NOT TO EXCEED "2H:1V" OR AS : ON GRADING PLAN. 27. TYPE 'N' SILT FENCE SHWL BE PLACED AT THE TOE OF ALL STOCKPILE AMENS.





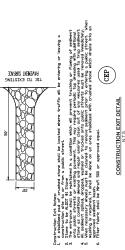
EROSION CONTROL DETAILS MALM, LLC PINE, TREE CIRCLE VESTAVIA HILLS, AL



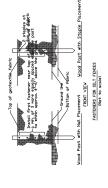
Exhibit - Ordir 0 SCALE: 1" = 30.00' SHEET

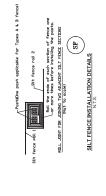
ENGINEERS' INC. WITR

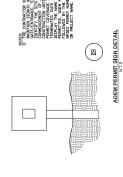












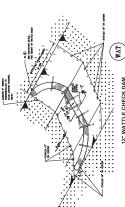


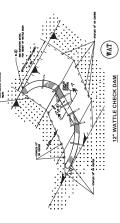
PLAN VIEW

GRAY HIGH-EFFICIENCY HATERIAL

THE RESERVE OF THE FORCE
THE SALES BECCH, O FOR FILES FORCE
THE SALES BECCH, O FOR FILES FORCE
BESTLOWN FOR THE COUNTY HIS COUNTY
BESTLOWN FOR THE COUNTY HIS COUNTY
BESTLOWN FOR THE COUNTY HIS COUNTY
BESTLOWN FOR THE COUNTY
BESTLOWN FOR THE COUNTY
FORCE BESTLOWN FOR THE BESTLOWN
BESTLOWN FOR THE BESTL













(F2)

IP 7 DOMED INLET PROTECTION DETAIL





