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**Vestavia Hills
City Council Agenda
June 28, 2021
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Jim Cartledge, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. City Manager’s Report
8. Councilors’ Reports
9. Financial Reports – George Sawaya, Asst. Finance Director
10. Approval Of Minutes – June 9, 2021 (Work Session), June 14, 2021 (Work Session) and June 14, 2021 (Regular Meeting)

Old Business

11. Resolution Number 5330 – A Resolution Vacating A Drainage Easement Located At 1806 Vestwood Hills Circle; Lot 16, Vestwood Hills; Paul Bruno & Elizabeth Bruno, Owners *(public hearing)*
12. Ordinance Number 3013 – Annexation – 90 Day Final – 3632 Dabney Drive; Lot 16, Altadena Forest Estates, 5th Sector; Vita Marshman, Owner *(public hearing)*
13. Ordinance Number 3014 – Rezoning – 3632 Dabney Drive; Lot 16, Altadena Forest Estates, 5th Sector; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Vita Marshman, Owner *(public hearing)*
14. Ordinance Number 3015 – Annexation – 90 Day Final – 1700 Shades Crest Road; Whitney Holland (Owner) *(public hearing)*
15. Ordinance Number 3016 – Rezoning – 1700 Shades Crest Road; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Whitney Holland, Owner *(public hearing)*

16. Ordinance Number 3017 – Annexation – 90 Day Final – 2819 Acton Place; Lindsay And Jake Brown, Owners *(public hearing)*
17. Ordinance Number 3018 – Rezoning – 2819 Acton Place; Rezone From Jefferson County E-1 To Vestavia Hills R-1; Lindsay And Jake Brown, Owner *(public hearing)*
18. Ordinance Number 3019 – Annexation – 90 Day Final – 2632 Alta Vista Circle; Lots 15 & 16, Altadena Country Club Sector; Victor Maldonado, Owner *(public hearing)*
19. Ordinance Number 3020 – Annexation – 90 Day Final – 2600 Alta Vista Circle Lot 8, Altadena Valley Country Club Sector; Mark And Hillary Smith, Owners *(public hearing)*
20. Ordinance Number 3021 – 2632, 2624, And 2600 Alta Vista Circe; Lots 14, 15, 16 And 8, Altadena Valley Country Club Sector, Rezoning From Shelby County E-1 To Vestavia Hills R-2; Victor Maldonado And Mark And Hillary Smith, Owners *(public hearing)*

New Business

21. Resolution Number 5332 – Alcohol License – SR and RS LLC d/b/a Vestavia Package Store Requesting an 011- Lounge Retail Liquor – Class II (Package) License For 2970 Columbiana Road; Samir Rana, Executive *(public hearing)*

New Business (Requesting Unanimous Consent)

22. Ordinance Number 3024 – An Ordinance Exercising The Right Of First Refusal Pursuant To The Construction, Operation And Reciprocal Easement Agreement Between Vestavia Plaza LLC And The City Of Vestavia Hills Alabama Dated November 21, 2013 *(public hearing)*

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

23. Resolution Number 5333 – A Resolution Authorizing The City Manager To Accept A Proposal From Ray Engineering Group To Provide Electrical Engineering Services For The City Hall And Police/Court Buildings *(public hearing)*
24. Ordinance Number 3022 – An Ordinance To Repeal Ordinance Numbers 56 And 2279; To Amend Chapter 6, Article Ii, Division I, Sections 16-17, 6-18, 6-19, In The Vestavia Hills Code Of Ordinances; And To Prohibit The Sale, Possession, Use, Storage, Distribution And Manufacture Of Pyrotechnics And Fireworks In The City Of Vestavia Hills, Alabama; And To Prescribe The Penalties For Violation Of This Ordinance *(public hearing)*
25. Ordinance Number 3023 – Conditional Use Approval – Conditional Use Approval For A Home Occupation; 4950 Reynolds Lane; Willie And Darlene S. Myers, Jr., Owners *(public hearing)*
26. Citizens Comments

27. Adjournment

SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

Due to the COVID-19 safety advice given by the ADPH, the City Council work sessions and meetings are available via video-conference and teleconference. If you choose not to attend in person, you may still participate. Following are instructions for three options to participate remotely.

COMPUTER PARTICIPATION (view/participate in real time)

To participate in by videoconference, click <https://us02web.zoom.us/j/4555343275>. When the Zoom.us window opens in your browser, click “Allow” so that the page may open to a waiting room. The host will open the meeting and bring all into the meeting room at that time. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, activate the “Raise Hand” feature and unmute yourself by toggling the mute button. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then you may address the Council.

Using the icons on the Zoom screen, you can:

- Mute/unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- View Participants – opens a pop-out screen that includes the “Raise Hand” icon that you may use to raise a virtual hand
- Change your screen name displayed in the participant list and video window
- Toggle between “speaker” and “gallery” views – “Speaker view” shows the active speaker; “Gallery view” tiles all of the meeting participants

TELEPHONE PARTICIPATION (view/participate in real time)

To participate by telephone, dial 312.626.6799 and enter the meeting ID: 455 534 3275. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, press *6 on your phone keypad to unmute yourself. Then state your name and wait for the Mayor to recognize you. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then address the Council.

TEXT AND/OR EMAIL (prior to the meeting or in real time)

If you do not wish to join the meeting but would like to ask a question or make a statement regarding an item on the agenda, you may email the City Council directly at City.Council@vhal.org. You may also text your question/statement to City Council at 205.517.1370. Both of these options are available prior to and during each work session and meeting. Be sure to provide your name and address for the record and your comments will be recited to the City Council as the corresponding item is being addressed. Note: As a matter of record, your name and address are required. If identification is not provided, your comment/question will not be presented.

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JUNE 9, 2021

The City Council of Vestavia Hills met in special session on this date at 4:00 PM, following publication and posting pursuant to Alabama law. This meeting was held with a portion of Staff and general public/audience members attending via Zoom.com following publication pursuant to Alabama law. The Mayor called the meeting to order. The City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Kimberly Cook, Councilor
Paul Head, Councilor
George Pierce, Councilor*

MEMBERS ABSENT:

Rusty Weaver, Mayor Pro-Tem

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Jason Hardin, Police Captain
**present via Zoom or telephone*

Mayor Curry led the invocation which was followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

The Mayor opened the floor for a motion for unanimous consent for the consideration and action of all items of the agenda as presented, with the addition of an Executive Session.

MOTION Motion for unanimous consent of the agenda as presented was by Mrs. Cook seconded by Mr. Head with the addition of an Executive Session. Roll call vote was, as follows:

Mrs. Cook – yes
Mr. Pierce – yes

Mr. Head – yes
Mayor Curry – yes
motion carried.

OLD BUSINESS

NEW BUSINESS

ORDINANCE NUMBER 3008-A

Ordinance 3008-A – An Ordinance Amending Ordinance Number 3008 To Join An Additional Municipality In Formation Of The Cahaba Solid Waste Disposal Authority. (public hearing)

MOTION Motion to approve Ordinance Number 3008-A was by Mrs. Cook and seconded by Mr. Head.

Mayor Curry explained that this Ordinance is being amended to add municipalities to the incorporation of this Board. He read the five municipalities that are participating which include the cities of Hoover, Vestavia Hills, Pelham, Mountain Brook and Trussville. In order to do this and get the organization finalized and incorporated for an inaugural meeting of the Board, this special meeting was needed.

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

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mayor Curry – yes
	motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

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

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

The Mayor asked for a motion to go into Executive Session to discuss the purchase/sale of real estate for an estimated 30 minutes with no further business to follow.

MOTION Motion for Executive Session for the purchase/sale of real estate for an estimated 30 minutes was by Mr. Head and seconded by Mrs. Cook. Roll call vote as follows:

Mrs. Cook – yes
Mr. Pierce – yes

Mr. Head – yes
Mayor Curry – yes
motion carried.

At 4:07 the Council exited the Chambers and entered into Executive Session. At 4:30, the Council re-entered the Chambers and the Mayor called the meeting back to order.

At 4:33 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 4:34 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

JUNE 14, 2021

The City Council of Vestavia Hills met in a regular work session on this date at 5:30 PM, following publication and posting pursuant to Alabama law. This meeting was held with a portion of Staff and general public/audience members attending via Zoom.com following publication pursuant to Alabama law. The Mayor called the meeting to order. The City Clerk called the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jason Hardin, Police Captain
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Lori Beth Kearley, Asst. Engineer
Marvin Green, Fire Chief
George Sawaya, Asst. Finance Director
Keith Blanton, Building Official
Umang Patel, Court Director
Cinnamon McCulley, Communications Specialist

**present via Zoom or telephone*

COMMUNITY SPACES UPDATE

Ken Upchurch, TCU Consulting, gave a brief update as to the remaining projects which are still in construction. He stated they will abate construction activities to accommodate the June 24 date for the I Love America Day celebration in Wald Park.

Mrs. Cook asked about the existing problems with the dugouts and the sunscreens in Wald Park. Mr. Upchurch explained that the early decision was made not to completely redo the dugouts due to cost concerns. He added they will install fans to provide some ventilation in lieu of cross-ventilation that could be provided by cutting holes in the wall. The sunshades were initially bid

in the project, but when they discovered the electrical grid issues, which raised the price, “we” accepted a credit and the sunshades were deleted. He said they are shopping for alternative support structures to install sunshades.

Mrs. Cook asked which “we” accepted the credit and made the decision to delete the sunshades. Mr. Upchurch stated when the concrete was torn out because of the electrical issues, and the new concrete could not support the structures. He stated that TCU is studying three options but is not prepared this evening to make a recommendation to the Council.

Mr. Pierce stated that the complaints started back in March and when was the decision made not to supply sunshades.

Mr. Upchurch stated it was very early on when the concrete was being torn up. He stated the supports could not be installed on the existing foundations and, since then, TCU has been studying solutions and making sure what is installed is in the best public interest.

Discussion ensued as to the credit from the contractor and what it would take to install sunshades.

Mrs. Cook asked about the landscaping. Raynor Boles stated that when the grass on the grand lawn was installed, there was a shortage of grass. The type of grass that was planted in the larger section of the Grand Lawn is now out of stock everywhere. The decision was made to install a different type of grass on the smaller section of the Grand Lawn (the section nearest the swimming pool). The first grass installed did not perform the way it was supposed to and contains more weeds than what was expected. They will leave the unsatisfactory lawn in place for June 24 and then go back in and patch and repair where they can. He said they would work on it until the product was satisfactory.

Mrs. Cook stated that she was unaware of these issues until she began to field comments and questions from the public. She asked that TCU advise the Council, in the future, of any changes to the original specifications that might cause citizens to be dissatisfied or generate questions.

Mr. Pierce echoed Mrs. Cook’s request and asked for the same forewarning on the Community Building.

Mr. Upchurch stated they did find out that there is a delay on the materials for the handrail around the running track and some mechanical issues will also have to be worked through. He said TCU will keep the Council informed.

Mrs. Cook asked the procedure for discussion of these problems and who is the “we” who makes the decisions. Mr. Upchurch stated that they have meetings with the contractor, City Manager, staff, and TCU. If there is a cost to a change, that decision runs up the chain to the City Manager or the Public Services Director; otherwise, TCU makes the decision.

Mr. Upchurch stated that the volatility of the pricing of steel and other construction projects wreaked havoc on the Wald III bids. He stated that they are studying options to see if they can get

the bid back within decent budget numbers. He advised that the Council do nothing on this bid at the moment.

Mr. Boles gave an update on the Crosshaven Drive Roadway Improvement project. The biggest obstacle right now has turned out to be one of the utilities involved. They are being more responsive now, but it has been a challenge. He stated that this cannot be relayed within the time remaining for the Work Session.

Mr. Downes stated that they can pick this back up during the City Manager's report during the regular meeting. He clarified that the grass being discussed is the grass in the front, near the Aquatic Center.

There being no further business, the work session adjourned at 5:57 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JUNE 14, 2021

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Social distancing along with limits of attendees, this meeting was held with a portion of Staff and general public/audience members attending via Zoom.com following publication pursuant to Alabama law. The Mayor called the meeting to order. The City Clerk called the roll with the following:

MEMBERS PRESENT:

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

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Jason Hardin, Police Captain
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Lori Beth Kearley, Asst. Engineer
Keith Blanton, Building Official
Marvin Green, Fire Chief
Umang Patel, Court Director
George Sawaya, Asst. Finance Director
Cinnamon McCulley, Communications Specialist
**present via Zoom or telephone*

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

APPROVAL OF THE AGENDA

The Mayor opened the floor for a motion of approval of the agenda as presented.

MOTION Motion to approve the agenda as presented was by Mrs. Cook seconded by Mr. Head. Roll call vote was, as follows:
Mrs. Cook – yes Mr. Head – yes

Mr. Pierce – yes
Mayor Curry – yes

Mr. Weaver – yes
motion carried.

ANNOUNCEMENTS, CANDIDATES, GUEST RECOGNITION

- The Mayor stated that earlier this afternoon the League of Municipalities celebrated the service of Jabo Waggoner as the longest-serving senator for the State of Alabama. Today he was presented with the “Home Town Hero Award” for the services he has performed in the Legislature. Mayor Curry stated that it was the City’s pleasure to host this event.
- Mr. Pierce asked everyone to put June 24 on the calendar for the annual “I Love America Day” celebration with free swimming, lots of celebrations and a fireworks show that evening.
- Mr. Pierce welcomed Roger Steur and Sandra Cleveland, Vestavia Hills Chamber of Commerce Board members, who were scheduled to attend the meeting.
- Mrs. Cook welcomed Kelly Bottcher who was present from the Chamber in the Zoom audience.
- Mrs. Cook welcomed Katherine McRee representing the Cahaba Heights Merchants Association.
- Mrs. Cook also welcomed Roy Brook, the “flag man,” who promotes patriotism and celebrates local first responders and veterans.
- Mr. Head welcomed Kirk McCulley, President of the Parks and Recreation Board. He stated that the Board will hold a work session, tomorrow at 5:30 PM in ECR.

PROCLAMATION – FLAG DAY – JUNE 4, 2021

The Mayor presented a Proclamation designating June 4, 2021 as “Flag Day.” Mr. Downes read the Proclamation aloud and the Mayor presented it to Mr. Roy Brook.

PRESENTATION – CHILDCARE RESOURCES

Morgan Emahiser, Director of Development, Childcare Resources, appeared before the Council to express gratitude for continued support from the City. She presented the statistics on the children served, including children in Vestavia Hills and asked for continued support.

Mrs. Cook asked about the services provided by Childcare Resources.

Mrs. Emahiser explained that they have three programs which include lower income support, provide support for area childcare facilities and also give information to parents regarding child care, including childcare in Vestavia Hills.

CITY MANAGER'S REPORT

- Mr. Downes invited Raynor Boles to update the Council on the Crosshaven Drive progress.
 - Mr. Boles explained that the east side of Crosshaven will progress rapidly and should be fully functioning. This side entails much of the widening and that should aid traffic as the other side is still progressing. The Overton section is also completed. The waterline replacement is being done through the summer and it is very difficult work on both the contractor and the residents of Cahaba Heights.
 - Mr. Boles explained the need to go ahead and replace the 60" diameter pipe that will be discussed later in the meeting. He stated that this is a major pipe in the network of Crosshaven. He explained the drainage of the area and how the pipe is failing. There is a request on the agenda to immediately replace the pipe before the new roadway is installed on top of it. He stated that there is a utility working in this area. The closure of this road for a few days with detoured traffic will aid in the installation of both the pipe and this utility installation and will require a minimum five days.
 - Mr. Downes explained the detour routes and the ability for nearby residents to get into their homes.
 - Mr. Boles explained that there will not be disruptions in providing water unless something unforeseen happens.
 - Mr. Pierce asked why the highlighted pipe construction area is so large. Mr. Boles explained that there are several pipes and utilities located in that area that need to be taken care of at the same time.
 - Mr. Pierce asked about the time of delivery for the replacement materials. Mr. Boles explained that they will only install concrete and he cannot answer that tonight. The roadway will not be closed until everything is on-site.
 - Mr. Boles stated that BWWB is on-site with them to assist whenever a waterline is hit because there is a lot of bad soil in this area. If there is a utility disruption, all utilities are required to give notification of the disruption unless it is unintentional.
 - Mr. Boles updated the Council on the cooperation of the City in assisting Jefferson County on their part of the construction at the intersection. Jefferson County will piggyback on the City's bid for a change order to allow the contractor to do the intersection without the delay of a bidding process. Funding will pass through the City and Jefferson County will reimburse for the expenditure. This will allow the project to come together more expediently and give the final product that the City has been waiting for.

COUNCILOR REPORTS

- Mr. Pierce commended the Cahaba Heights Merchants Association and the participation and leadership of Mrs. McRee. He indicated that seven businesses there won on the "Best

of Vestavia Hills” featured in the *Vestavia Magazine*. He attributed this success to the leadership of the merchants and the residents who participated by shopping local.

- Mrs. Cook showed her copy of the latest *Vestavia Hills Magazine* and pointed out it featured the best businesses from throughout our City. She encouraged everyone to review it and eat/shop at these businesses.
- The Mayor stated that it is good to see small businesses coming back. He stated that it is difficult for these businesses find employees but the governor is cutting off the extra unemployment in mid-June which should help the labor supply.

APPROVAL OF MINUTES

The Mayor opened the floor for approval of the following minutes: May 17, 2021 (Work Session) and May 24, 2021 (Regular Meeting).

MOTION Motion to approve the minutes of May 17, 2021 (Work Session) and May 24, 2021 (Regular Meeting) was by Mrs. Cook and seconded by Mr. Weaver. Roll call vote as follows:

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

motion carried.

OLD BUSINESS

RESOLUTION NUMBER 5326

Resolution Number 5326 – A Resolution To Accept A Bid For SHAC Dog Park And To Authorize The City Manager To Execute And Deliver All Documents Necessary To Secure Said Construction (*public hearing*)

MOTION Motion to approve Resolution Number 5326 was by Mr. Pierce and seconded by Mr. Weaver.

Mr. Downes showed a drawing of the proposed park for the Sicard Hollow Athletic Complex (SHAC). He explained the background and recent approvals of the grant to fund this dog park which is the first in the City. The estimated budget for the proposed dog park is an estimated \$300,000, including design fees and amenities such as benches, etc., which was approved by the Council with the adoption of Resolution Number 5274 on October 26, 2020. He stated that the construction specifications of the park were bid and the city recommends acceptance of the lowest responsible bidder. This will provide two acres of property for larger dogs and a smaller park for smaller dogs. He showed a detail of the budget, dog walking paths, amenities, training area, etc.

Mrs. Cook asked if the City pays for the designs.

Mr. Downes explained that the grant will cover design fees, amenities and all expenses associated with the park.

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

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

RESOLUTION NUMBER 5327

Resolution Number 5327 – A Resolution Authorizing The City Manager To Execute And Deliver A Proposal With Gresham Smith For Preliminary Bridge Redesign Alternatives Analysis Of The Proposed Pedestrian Bridge Over US-31 At Wald Park (public hearing)

MOTION Motion to approve Resolution Number 5327 was by Mrs. Cook and seconded by Mr. Weaver.

Mr. Downes stated that this was discussed at an earlier meeting with DeJarvis Leonard to come up with options for a better design cost on this project. ALDOT has emphasized the commitment to get this project to fruition.

Blair Perry, Gresham, Smith and Partners, was present. He explained that GSP had submitted the original proposal for the design. He stated that the beam manufacturers stated that due to market consideration they would not be able to obtain this beam at a reasonable cost and refused to bid on it. He stated GSP will reevaluate more conventional beam structures that would work on this project, but this will require structural evaluations.

Mrs. Cook asked how the new alternatives might affect the look of the bridge.

Mr. Perry stated that is one of the items they want to evaluate. The large part of the aesthetics is in the elevator tower so this may not have a great impact on the appearance of the bridge.

Mrs. Cook asked if the Council will review these recommendations once the design is complete.

Mr. Perry stated that they planned to present the recommendations to the Council prior to proceeding with another bid.

Discussion ensued as to the manufacture and cost-effective alternates to the beam manufacture.

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

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

RESOLUTION NUMBER 5328

Resolution Number 5328 – A Resolution Authorizing Additional Funding And A Time Extension For The Sicard Hollow Athletic Complex (SHAC) Pedestrian Tunnel; ALTDOT #TAPAA-TA14(931) (public hearing)

MOTION Motion to approve Resolution Number 5328 was by Mr. Head and seconded by Mr. Pierce.

Mr. Downes gave a brief background on this project. He stated that utility relocation work will require construction of a temporary roadway to bypass the construction area. He explained the MPO is increasing their grant to help pay for a portion, leaving the City with an additional \$40,000 match

Lori Beth Kearley, Assistant City Engineer, stated that the waterline and the roadway represent a challenge because they cannot just shut down this road, as there is no viable detour. The recommendation is to move traffic to a temporary lane.

Mr. Downes stated that the beauty of this is that most of the cost is being picked up by MPO.

Mrs. Cook asked about the actual cost of this project to the City. Mr. Downes stated it is about \$184,000. He stated that the BWWB and the MPO have given funding to this project.

Mrs. Cook stated she was never in favor of the project, but, she can see the need for the temporary road during construction.

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

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

ORDINANCE NUMBER 3009

Ordinance Number 3009 – An Ordinance To Repeal Ordinance Number 297 And To Amend The Vestavia Hills Code Of Ordinances, Article Iv Entitled “Massage

Parlors” And To Establish Standards And Requirements For The Operation Of A Massage Parlor And Massage Therapy In The City Of Vestavia Hills, Alabama And To Provide For Penalties For Violation (public hearing)

MOTION Motion to approve Ordinance Number 3009 was by Mrs. Cook and seconded by Mr. Head.

Lt. Michael Keller stated that the draft Ordinance was addressed and explained at an earlier work session. He stated that this is an update of an older ordinance in order to allow more enforceability. The new Ordinance adopts the Alabama Board’s regulations and changes the licensing requirements. He explained there was a change from the original draft to add that annual lists and licenses would be submitted to the City prior to the issuance of the annual license.

Mrs. Cook stated that she appreciated that change.

The Mayor stated that it establishes a better standard for enforcement.

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

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

ORDINANCE NUMBER 3010

Ordinance Number 3010 – An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver An Agreement With The City Of Homewood For Mutual Aid And Sharing Of Equipment In The Fire Department (public hearing)

MOTION Motion to approve Ordinance Number 3010 was by Mrs. Cook and seconded by Mr. Head.

The Mayor stated he encourages these type mutual aid agreements between cities.

Chief Green stated that they have had mutual aid with Homewood but it has never been in writing. This will allow both cities to utilize equipment and apparatus in both cities.

Mr. Pierce asked if this needs to be done with other cities. Chief Green stated that this is the last city that was needed.

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

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes

Mr. Head – yes
Mr. Weaver – yes

motion carried.

NEW BUSINESS

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

The Mayor opened the floor for unanimous consent for the immediate consideration and action of Resolution numbers 5329 and 5331.

MOTION Motion for unanimous consent for the immediate consideration and action of Resolution numbers 5329 and 5331 was by Mrs. Cook seconded by Mr. Head.

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes

Mr. Head – yes
Mr. Weaver – yes

motion carried.

RESOLUTION NUMBER 5329

Resolution Number 5329 – Authorizing The City Manager To Purchase Equipment For The Vestavia Hills Police Department With Funding From A Vestavia Hills Sunrise Rotary Club Gift Not To Exceed \$8,000 (public hearing)

MOTION Motion to approve Resolution Number 5329 was by Mrs. Cook and seconded by Mr. Head.

Mr. Downes stated that the Rotary Club gave \$8,000 to both the Fire Department and the Police Department. Since there was no police department budget approval for the equipment expenditure, it requires Council approval.

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

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes

Mr. Head – yes
Mr. Weaver – yes

motion carried.

RESOLUTION NUMBER 5331

Resolution Number 5331 – A Resolution Authorizing A Change Order In The Crosshaven Drive Project For Replacement Of A 60” Pipe In Imminent Danger Of Failure And Declaring Such Replacement As An Emergency Situation And A Significant Public Safety Hazard (public hearing)

MOTION Motion to approve Resolution Number 5331 was by Mrs. Cook and seconded by Mr. Head.

The Mayor stated that this was discussed at length during the City Manager's report.

Mr. Boone stated that, from a legal standpoint, he recommends the approval and adoption of this Resolution in order to allow the current contractors to replace the pipe. He reviewed two rules about matters of this nature. (1) Alabama law states that a public works project is the improvement of public property. This is similar to the dog park construction earlier approved; and, (2) if the improvement exceeds \$50,000, a bid must be obtained before the work can proceed. He stated that the exact cost of this pipe replacement, while undetermined, is subject to the Alabama competitive bid law. He recommends emergency approval because (1) in an emergency situation the City can proceed with the repair of the pipe without advertisement of a bid; and (2) if the cost is under \$50,000 it doesn't have to be bid; and (3) a change order can be issued to allow this repair to happen as soon as possible.

The Mayor opened the floor for a public hearing.

Steve Gargis, 3008 Manor Brook Drive, asked about the estimate of the repair. Mr. Downes stated that, based upon the unit price in the existing contract, they anticipate the replacement to cost about \$50,000.

Katherine McRee, 3944 Riverview Drive, stated that this needs to be fixed. She added that, as a resident, she recommends shutting the roadway down and getting it done, but added that it does concern her on what effects that will have on businesses in this area which if the timeframe includes the sales tax holiday, etc. She asked everyone to be aware of this and the busy times of the businesses in the area so that they are not shut down during these times. She stated that Deck the Heights is November 13 and they hope it will all be over by then.

Mr. Downes reiterated that the most important times for area businesses are the third week in July (sales tax holiday) and November 13.

There being no one else to further address the Council, the Mayor closed the public hearing and called for the question. Roll call vote was as follows:

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

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

- Resolution Number 5330 – A Resolution vacating a drainage easement located at 1806 Vestwood Hills Circle; Lot 16, Vestwood Hills; Paul Bruno & Elizabeth Bruno, Owners (*public hearing*)

- Ordinance Number 3013 – Annexation – 90 Day Final – 3632 Dabney Drive; Lot 16, Altadena Forest Estates, 5th Sector; Vita Marshman, Owner *(public hearing)*
- Ordinance Number 3014 – Rezoning – 3632 Dabney Drive; Lot 16, Altadena Forest Estates, 5th Sector; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Vita Marshman, Owner *(public hearing)*
- Ordinance Number 3015 – Annexation – 90 Day Final – 1700 Shades Crest Road; Whitney Holland (Owner) *(public hearing)*
- Ordinance Number 3016 – Rezoning – 1700 Shades Crest Road; Rezone From Jefferson County E-2 To Vestavia Hills R-1; Whitney Holland, Owner *(public hearing)*
- Ordinance Number 3017 – Annexation – 90 Day Final – 2819 Acton Place; Lindsay And Jake Brown, Owners *(public hearing)*
- Ordinance Number 3018 – Rezoning – 2819 Acton Place; Rezone From Jefferson County E-1 To Vestavia Hills R-1; Lindsay And Jake Brown, Owner *(public hearing)*
- Ordinance Number 3019 – Annexation – 90 Day Final – 2632 Alta Vista Circle; Lots 15 & 16, Altadena Country Club Sector; Victor Maldonado, Owner *(public hearing)*
- Ordinance Number 3020 – Annexation – 90 Day Final – 2600 Alta Vista Circle Lot 8, Altadena Valley Country Club Sector; Mark And Hillary Smith, Owners *(public hearing)*
- Ordinance Number 3021 – 2632, 2624, And 2600 Alta Vista Circle; Lots 14, 15, 16 And 8, Altadena Valley Country Club Sector, Rezoning From Shelby County E-1 To Vestavia Hills R-2; Victor Maldonado And Mark And Hillary Smith, Owners *(public hearing)*

CITIZEN COMMENTS

None.

At 7:17 PM, Mrs. Cook made a motion to adjourn. The meeting adjourned at 7:18 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5330

**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 drainage easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said drainage 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 drainage easement is commonly referred to as “a drainage easement” and is more particularly described as follows:

Commence at the southeast corner of Lot 16, Amended Map of Vestwood Hills, as recorded in Map Book 160, Page 13, in the Office of the Judge of Probate, Jefferson County, Alabama; thence run in a westerly direction along the southern boundary of said Lot 16 for a distance of 117.21 feet to a point; thence turn an interior to the left of 114° 15' 51" and run in a northwesterly direction for a distance of 16.43 feet to the point of beginning of the easement to be vacated, lying 7.5 feet on each side of the following described line; thence continue along last mentioned course in a northwesterly direction for a distance of 49.65 feet to a point; thence turn an interior angle to the right of 134 degrees 21' 28" and run in a westerly direction for a distance of 50.0 feet to the end of said easement to be vacated..

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

RESOLVED, DONE AND ORDERED, on this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 28th day of June, 2021, and that such Resolution is of record in the Minute Book of the City at page _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk

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

June 4, 2021

To: Rebecca Leavings, City Clerk

Cc: Brian Davis, Director of Public Services
Christopher Brady, City Engineer

From: Lori Beth Kearley, Assistant City Engineer

RE: 1806 Vestwood Hills Circle
Vacation of Easement

Engineering has reviewed the request for vacation of this easement and finds no issues with the request being granted. This is a 15' drainage easement; however, the actual storm pipe is located outside of the easement area as platted. A new 15' drainage easement will need to be recorded around the existing pipe. The easement should be 7.5' from the center of the pipe on both sides. This will be done via plat once the vacation has been recorded.

Please let me know if you have any questions.

**STATE OF ALABAMA
JEFFERSON COUNTY**

DECLARATION OF VACATION

We, the undersigned, constituting all of the owners of all property abutting Drainage easement as same appears on the Plat of Res. lot 16 Vestwood Hills which Plat is recorded in Plat Book 160 ~~108~~ at Page 13, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said said drainage easement as the same appears of record on the Plat to be vacated, and said drainage easement is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

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

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

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

4. Drainage Easement is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at See attached

_____. A copy of the map reflecting the location of Drainage 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 Drainage Easement and the names and addresses of the owner of said abutting properties are as follows:

A. Street Address: 1806 Vestwood Hills Circle
Legal Description: Res. Lot 16 Vestwood Hills

Owners' Name(s): Paul Bruno + Elizabeth Bruno

B. Street Address: _____
Legal Description: _____

Owners' Name(s): _____

C. Street Address: _____
Legal Description: _____

Owners' Name(s): _____

D. Street Address: _____
Legal Description: _____

Owners' Name(s): _____

E. Street Address: _____
Legal Description: _____

Owners' Name(s): _____

F. Street Address: _____
Legal Description: _____

Owners' Name(s): _____

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

IN WITNESS THEREOF, the undersigned have hereunto set our hands and seals on this the 27 day of May, 2021.

SIGNATURES OF ABUTTING PROPERTY OWNERS:

(notary on following pages)

Elizabeth Bruno

Elizabeth BRUNO

Paul BRUNO

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 Elizabeth Bruno 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 27th day of May, 2021.

[Signature]
Notary Public

My Commission Expires
October 30, 2023



STATE OF ALABAMA

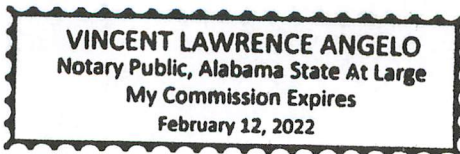
GENERAL ACKNOWLEDGMENT

JEFFERSON COUNTY

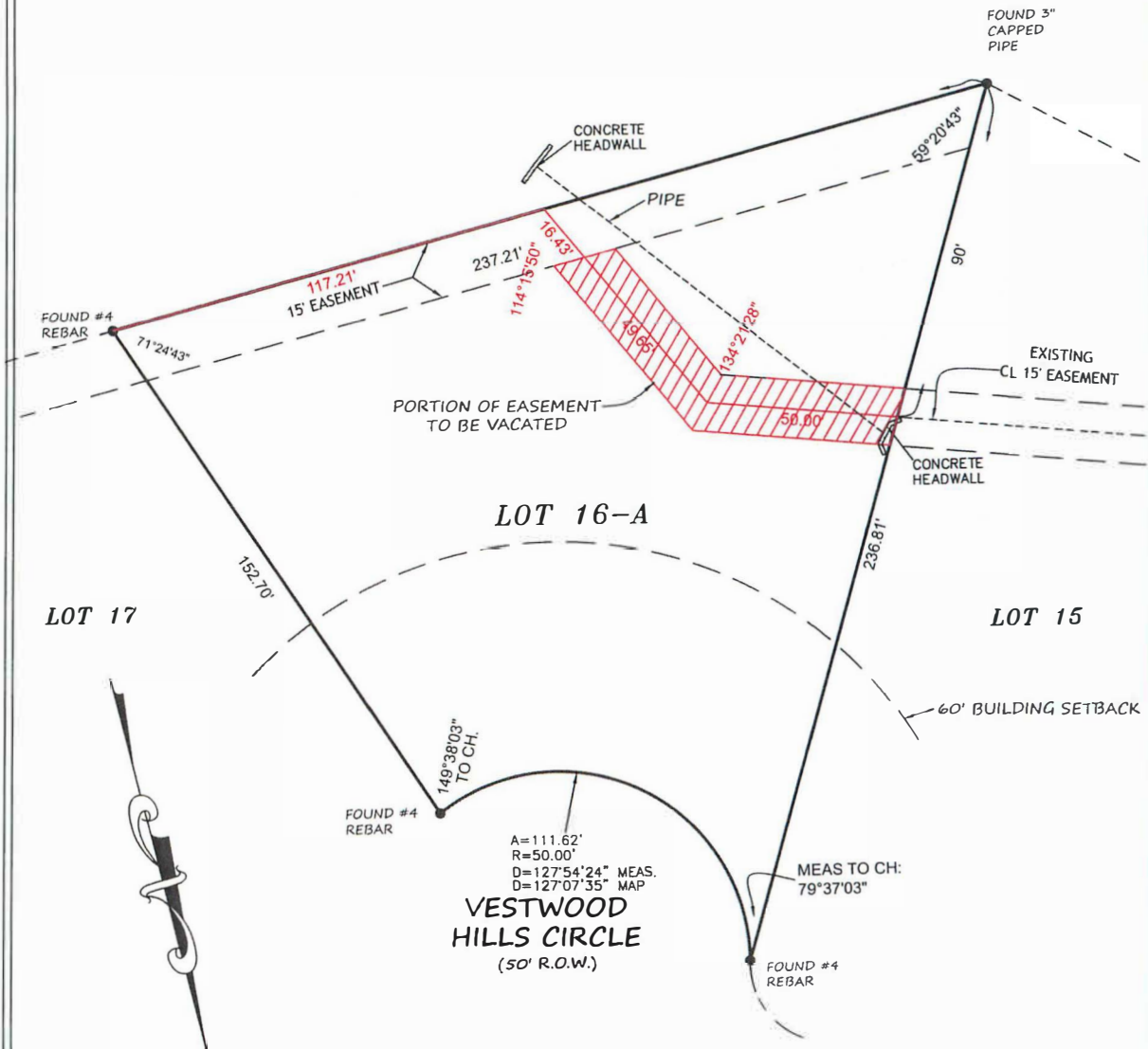
I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Paul Bruno and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument,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

Given under my hand and official seal, this the 27 day of May, 2021.

[Signature]
Notary Public



SKETCH OF EASEMENT TO BE VACATED



VESTWOOD HILLS CIRCLE
(50' R.O.W.)

Description of an easement to be vacated.

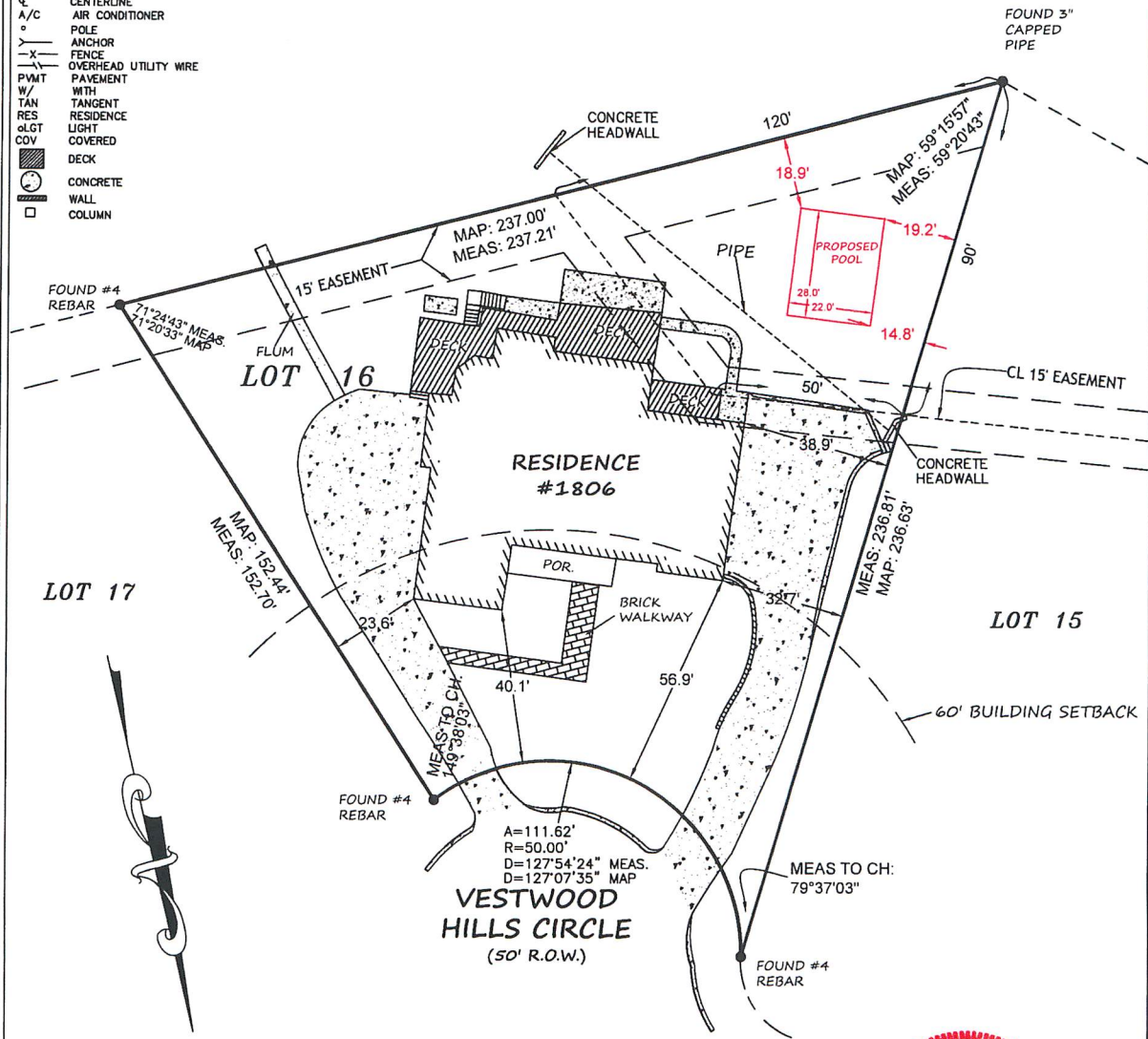
Commence at the south east corner of Lot 16, Amended Map of Vestwood Hills, as recorded in Map Book 160, Page 13, in the Office of the Judge of Probate, Jefferson County, Alabama; thence run in a westerly direction along the southern boundary of said Lot 16 for a distance of 117.21 feet to a point; thence turn an interior to the left of 114° 15' 51" and run in a north westerly direction for a distance of 16.43 feet to the point of beginning of the easement to be vacated, lying 7.5 feet on each side of the following described line; thence continue along last mentioned course in a north westerly direction for a distance of 49.65 feet to a point; thence turn an interior angle to the right of 134° 21' 28" and run in a westerly direction for a distance of 50.0 feet to the end of said easement to be vacated.

MAY 27, 2021



LEGEND

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



SCALE: 1"=30'
STATE OF ALABAMA
JEFFERSON COUNTY

"PLOT PLAN"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 16, AMENDED MAP OF VESTWOOD HILLS, as recorded in Map Volume 160, Page 13, in the Office of the Judge of Probate, Jefferson County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief, according to my survey of MARCH 23, 2021. Survey invalid if not sealed in red.

Order No.: 20210558
Purchaser:
Address: 1806 VESTWOOD HILLS CIRCLE

Ray Weygand

Ray Weygand, Reg. L.S. #24973
169 Oxmoor Road, Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087
Copyright ©



Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.

ORDINANCE NUMBER 3013

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF VESTAVIA
HILLS, ALABAMA.**

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on 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:

3632 Dabney Drive
Lot 26, Altadena Forest Estates, 5th Sector
Vita Marshman, Owner(s)

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.

3. 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 with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

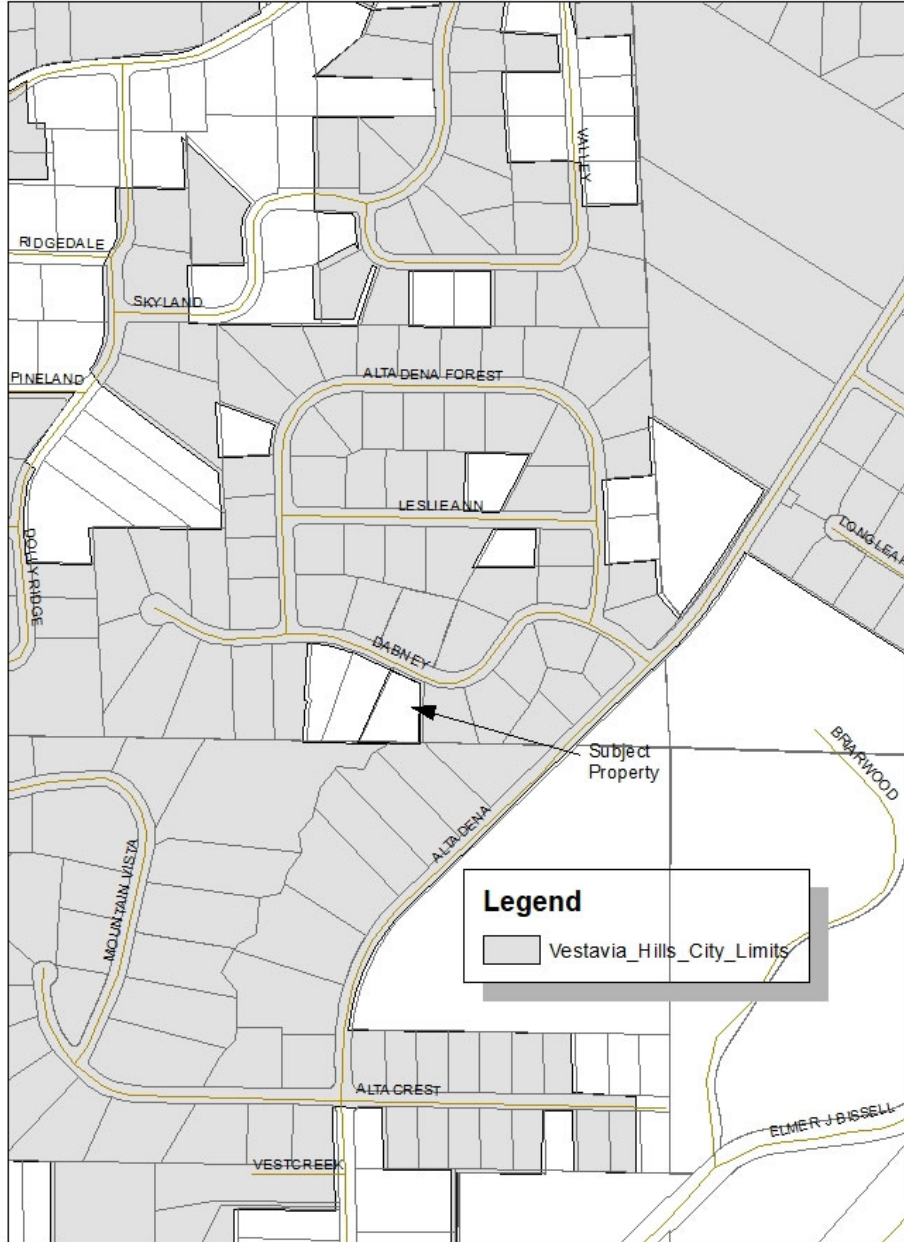
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3013 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of June, 2021, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk



3632 Dabney Drive



Annexation Committee Petition Review

Property: 3632 Dabney Drive

Owners: Vita Marshman (represented by Taylor Burton)

Date: 2-8-21

1. The property in question is contiguous to the city limits.
 Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
 Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
 Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
 Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$265,400. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 21 Number in city 18
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No Comment _____

Property: 3632 Dabney Drive


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$_____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes No _____ Comments: Engineering - 15" concrete pipe has broken sections near creek, property owner will repair

11. Information on children: Number in family 0; Plan to enroll in VH schools Yes _____ No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman
2-8-21

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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

Location: 3632 Dabney Drive

Engineering; Public Services

Date: 1/21/21 Initials: CB

3632 Dabney Drive -- no significant concerns noted; roadway is in fair condition; minor erosion issues along creek banks; 15" concrete pipe has uneven sections near creek in need of repair; large culvert at street in ok condition; some neighboring properties remain in County so roadway maintenance in this area will continued to be shared.

Police Department:

Date: 1/22/21 Initials: RF

Comments: _____

Fire Department:

Date: _____ Initials: _____

Comments: _____

Board of Education:

Date: 1-22-21 Initials: SB

Comments: n/p

PARCEL #: 28 00 32 4 001 062.000
OWNER: MARSHMAN HENRY D & VITA C
ADDRESS: 220 CREST DR HOMEWOOD AL 35209-5326
LOCATION: 3632 DABNEY DR BHAM AL 35243

[111-C-] Baths: 2.0 H/C Sqft: 1,708
 18-034.0 Bed Rooms: 3 Land Sch: G1
 Land: 154,000 Imp: 111,400 Total: 265,400
 Acres: 0.000 Sales Info: 03/01/2003 \$129,900

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2020 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
 EXEMPT CODE: DISABILITY CODE:
 MUN CODE: 02 COUNTY HS YEAR: 0
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1
 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$259,100.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$154,000
 CURRENT USE VALUE [DEACTIVATED] \$0
CLASS 2
 BLDG 001 111 \$111,400
CLASS 3
 TOTAL MARKET VALUE [APPR. VALUE: \$265,400]: \$265,400
 Assesment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	2	\$53,080	\$345.02	\$0	\$0.00	\$345.02
COUNTY	2	2	\$53,080	\$716.58	\$0	\$0.00	\$716.58
SCHOOL	2	2	\$53,080	\$435.26	\$0	\$0.00	\$435.26
DIST SCHOOL	2	2	\$53,080	\$0.00	\$0	\$0.00	\$0.00
CITY	2	2	\$53,080	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	2	\$53,080	\$270.71	\$0	\$0.00	\$270.71
SPC SCHOOL2	2	2	\$53,080	\$891.74	\$0	\$0.00	\$891.74

TOTAL FEE & INTEREST: (Detail) \$463.02

ASSD. VALUE: \$53,080.00 **\$2,659.31** **GRAND TOTAL: \$3,122.33**

Payoff Quote

DEEDS

INSTRUMENT NUMBER	DATE
200303-6307	02/21/2003
9811-191	08/05/1998

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2020		\$0.00
4/29/2020	2019	MARSHMAN HENRY D & VITA C	\$3,186.16
11/20/2018	2018	MARSHMAN HENRY D & VITA C	\$2,468.85
1/8/2018	2017	-	\$1,907.81
2/8/2017	2016	MARSHMAN HENRY D & VITA	\$1,819.78
3/1/2016	2015	-	\$1,826.84
11/14/2014	2014	VITA C MARSHMAN HENRY MARSHMAN JR	\$1,784.53
11/9/2013	2013	MARSHMAN, VITA	\$1,784.53

**City of Vestavia Hills
Tax Calculator
Homestead Properties**

3632 Dabney Drive

AD VALOREM TAX MILLAGE

Millage Multiplier		
0.02055	Ad valorem to City General Fund:	20.55 mills
0.02875	City BOE portion:	28.75 mills
0.0151	District 20 School:	15.1 mills
0.0082	Countywide School:	8.2 mills
0.05205	Ad valorem to Schools (TOTAL):	52.05 mills

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	3632 Dabney Drive	Property Address		
====>	\$ 265,400	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$26,540.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

			Citizen Access Portal Descriptor	Notes
\$545.40	City portion of ad valorem		(Subset of CITY)	(20.55 mills rate)
\$763.03	BOE portion of ad valorem		(Subset of CITY)	(28.75 mills rate)
\$1,308.42	Total County remits to City for split with BOE		CITY	
\$400.75	SPC DIST1 BOE local rev (County gives directly to BOE)		SPC SCHOOL1	(15.1 mills rate)
\$217.63	Countywide School Tax to VH		SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$545.40	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,381.41	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$1,926.80	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 12/07/2020

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

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

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

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

Taylor Burton

205 369-7936

taylor@taylorburton.com

PD appl Fee \$100 cash
R

EXHIBIT "A"

LOT: 26

BLOCK: N/A

SURVEY: Altadena Forest Estates Fifth Sector

RECORDED IN MAP BOOK 74, PAGE 54 IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: Jefferson

COMPATIBLE CITY ZONING: R2?

LEGAL DESCRIPTION (METES AND BOUNDS):

Lot 26, Altadena Forest Fifth Sector,
as recorded in Map Book 74, Page 54
in the probate office of Jefferson county Alabama.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

<u>Vita C. Marshman</u>	Lot <u>26</u> Block <u>N/A</u> Survey <u>Altadena Forest Estates Fifth Sector</u>
_____	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

JEFFERSON COUNTY

VITA C MARSHMAN being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Vita C. Marshman
Signature of Certifier

Subscribed and sworn before me this the 3rd day of November, 2020

Prince B. Pittman
Notary Public

My commission expires: 12/14/2022



EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
 Deny _____
 Resolution: Date: _____ Number: _____
 Overnight Ordinance: Date: _____ Number: _____
 90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

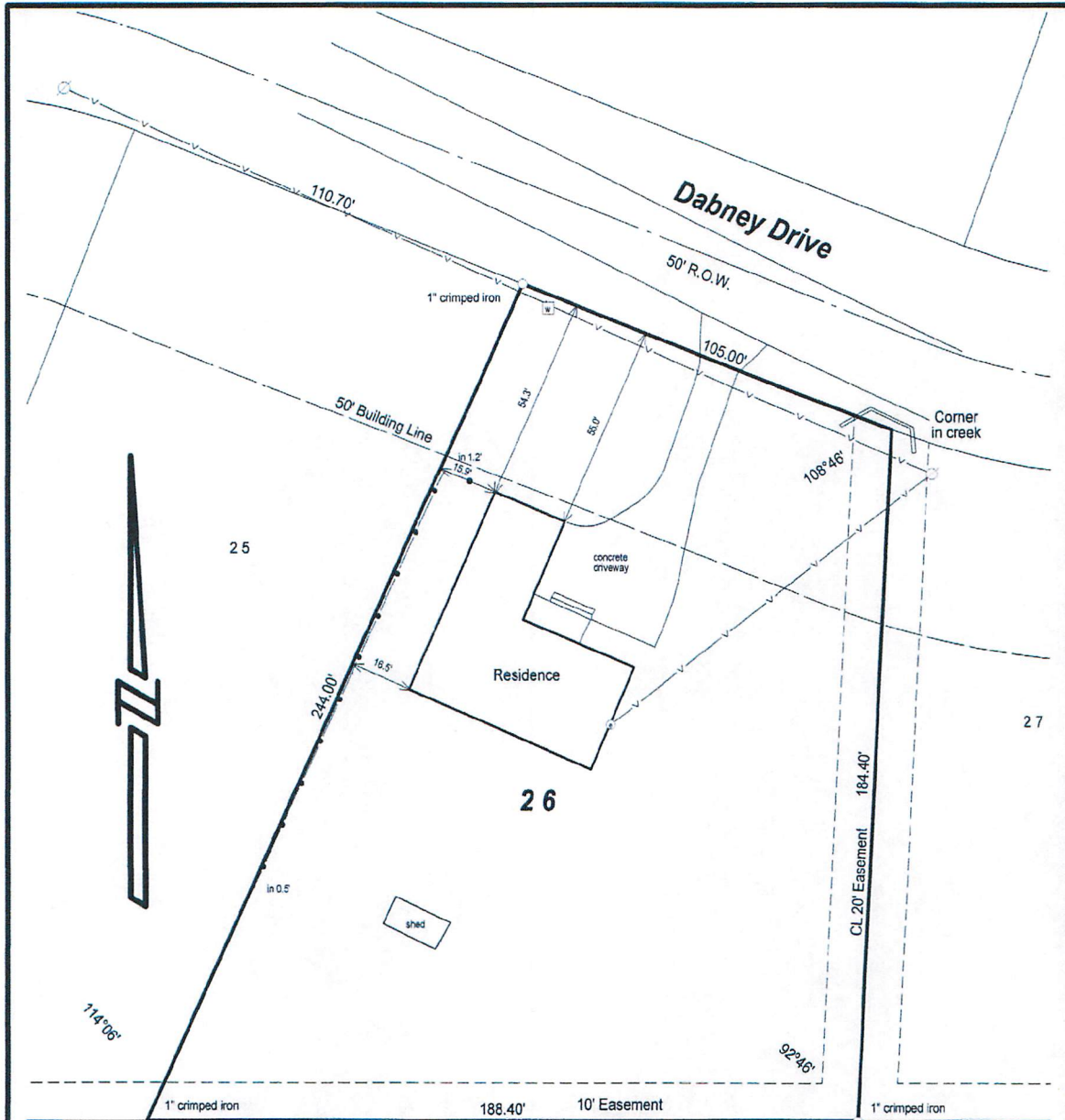
Name(s) of Homeowner(s): Vita Marshman
 Address: 3632 Dabney Drive
 City: Birmingham State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
 Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.					
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": _____



STATE OF ALABAMA
JEFFERSON COUNTY

I, Steven H. Gilbert, a Professional Land Surveyor in the State of Alabama, hereby certify to the parties listed below that the following is a true and correct copy of a map or plat of a survey made by me of the following described property:

Lot 26, Altadena Forest Fifth Sector, as recorded in Map Book 74, Page 54, in the Probate Office of Jefferson County, Alabama

I further certify that the building(s) now erected on said property are within the boundaries of same except as may be shown; that there are no encroachments from adjacent property except as shown; that there are no Rights-of-way, Easements, or joint driveways over or across said land visible on the surface, except as shown; that there are no utility poles, guy wires, lines, structures, or supports therefor (excepting those that serve the premises only), except as shown; that I have consulted the Federal Insurance Administration Flood Hazard Boundary maps and found this property IS NOT located in a Flood Hazard Area (as determined by graphic plotting); and that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

FIRM Map No. 01073 C 0567 H September 3, 2010

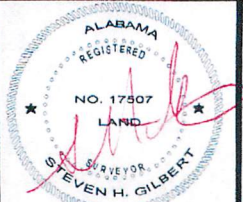
This survey is invalid unless sealed in red ink.

Legend

iron boundary marker	utility pole
open pipe fwd.	fire hyd.
power box	tree
capped pipe fwd.	TV/tel. box
water valve	offset cross
guy anchor	commencing point
PS 5/8" rebar set 17507	gas valve
Drain Manhole	Sanitary manhole
Tel. Manhole	Sign
M) measured dim.	(P) platted dim.
water meter	gas meter
power meter	Sign
—•— chain link fence	
—G— gas line	
—W— water line	
—v— overhead utility line	
— wire fence	
— wood fence	
— center line	

Project No. 20190315
Ordered by Blake Pittman

As built Survey
3632 Dabney Drive
Birmingham, Alabama
March 18, 2019



Scale 1" = 30 feet
SOUTHEASTERN SURVEYORS, INC.
Steven H. Gilbert, P.L.S.
Alabama Reg. Land Surveyor No. 17507
5160 Scenic View Drive
Birmingham, Alabama 35210
(205) 956-7125 Fax(205) 956-7146

ORDINANCE NUMBER 3014

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY E-2 TO VESTAVIA HILLS R-1

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-2 (low density residential district) to Vestavia Hills R-1 (low density residential district):

3632 Dabney Drive
Lot 26, Aladeana Forest Estates, 5th Sector
Vita Marshman, Owner(s)

APPROVED and ADOPTED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

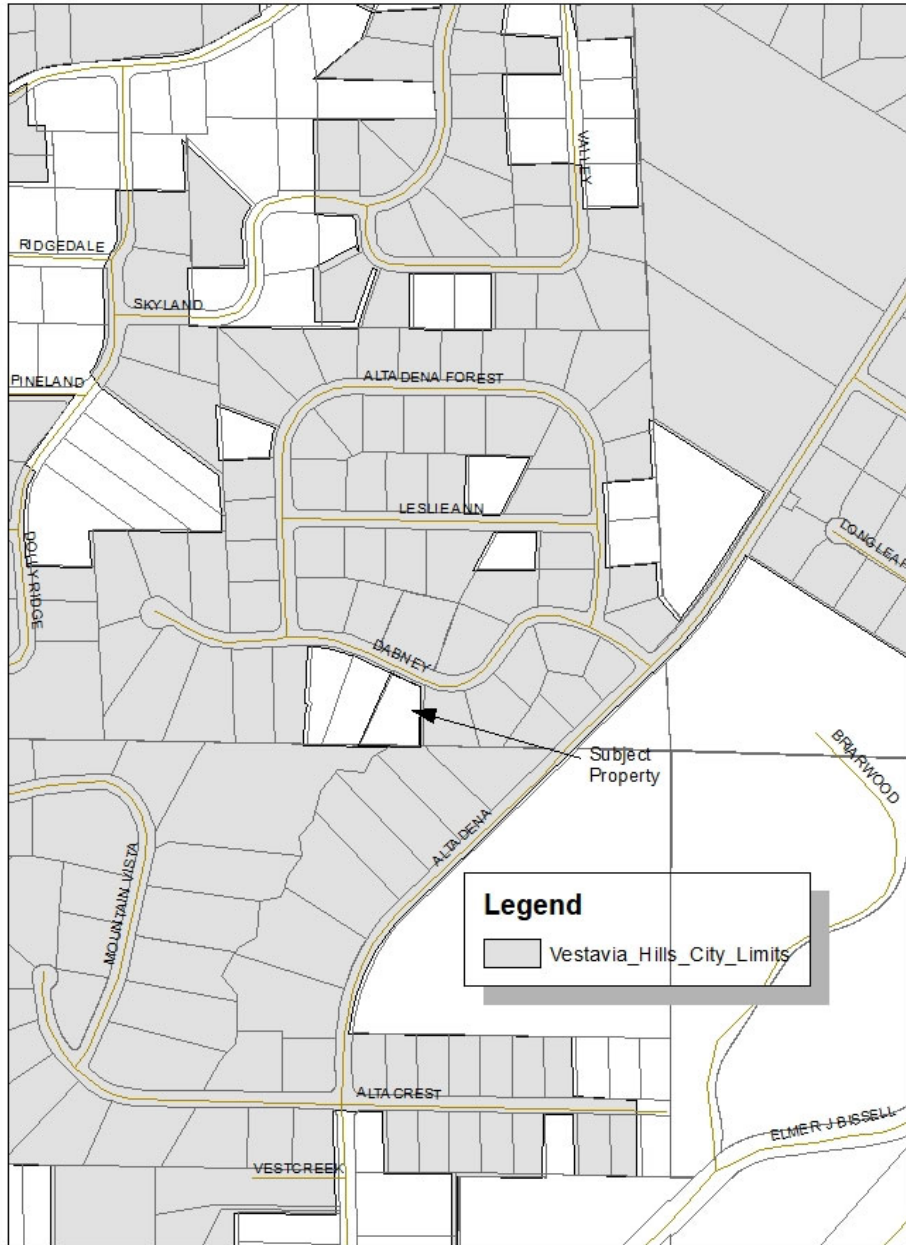
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3014 is a true and correct copy of such 28th day of June, 2021, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk



3632 Dabney Drive



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

Date: MAY 13, 2021

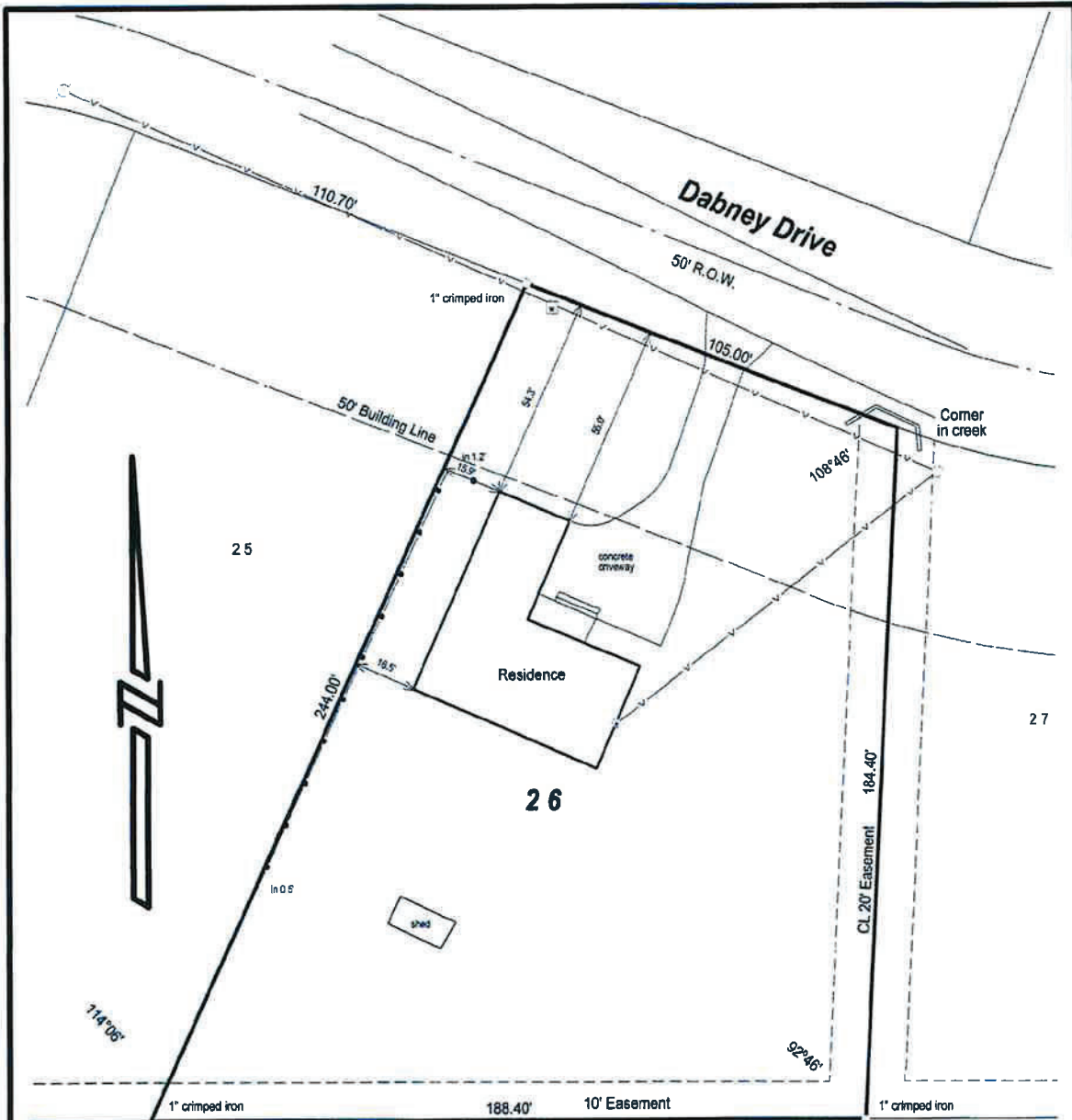
- **CASE:** P-0521-15
- **REQUESTED ACTION:** Rezoning JC E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 3632 Dabney Dr.
- **APPLICANT/OWNER:** Vita Marshman
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on Dabney Dr. from JC E-2 to VH R-1. Property was annexed overnight by Ordinance 3000 on 03/22/21.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Weaver made a motion to recommend Rezoning from JC E-2 to Vestavia Hills R-1 for the property located at 3632 Dabney Dr. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

Mr. Maloof– yes	Mr. Ferrell – yes
Mr. Honeycutt– yes	Mr. Sykes – yes
Mr. Weaver – yes	Ms. Barnes – yes

Motion carried.



STATE OF ALABAMA
JEFFERSON COUNTY

I, Steven H. Gilbert, a Professional Land Surveyor in the State of Alabama, hereby certify to the parties listed below that the following is a true and correct copy of a map or plat of a survey made by me of the following described property:

Lot 26, Altadena Forest Fifth Sector, as recorded in Map Book 74, Page 54, in the Probate Office of Jefferson County, Alabama

I further certify that the building(s) now erected on said property are within the boundaries of same except as may be shown; that there are no encroachments from adjacent property except as shown; that there are no Rights-of-way, Easements, or joint driveways over or across said land visible on the surface except as shown; that there are no utility poles, guy wires, lines, structures, or supports therefor (excepting those that serve the premises only), except as shown; that I have consulted the Federal Insurance Administration Flood Hazard Boundary maps and found this property IS NOT located in a Flood Hazard Area (as determined by graphic plotting), and that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

FIRM Map No. 01073 C 0587 H September 3, 2010

This survey is invalid unless sealed in red ink.

Legend

○ iron boundary marker	□ utility pole
○ open pipe fnd.	□ fire hyd.
□ power box	★ tree
★ capped pipe fnd.	□ TV/tel. box
□ water valve	⊕ offset cross
★ guy anchor	⊙ commencing point
PS 5/8" rebar set 17507	□ gas valve
⊙ Drain Manhole	⊙ Sanitary manhole
⊙ Tel. Manhole	□ Sign
(M) measured dim.	(P) platted dim.
⊙ water meter	⊙ gas meter
⊙ power meter	⊙ Sign
—●— chain link fence	
—G— gas line	
—W— water line	
—V— overhead utility line	
— wire fence	
— / — wood fence	
— center line	

Project No. 20190315
Ordered by Blake Pittman

As built Survey
3632 Dabney Drive
Birmingham, Alabama
March 18, 2019



Scale 1" = 30 feet
SOUTHEASTERN SURVEYORS, INC.
Steven H. Gilbert, P.L.S.
Alabama Reg. Land Surveyor No. 17507
5180 Scenic View Drive
Birmingham, Alabama 35210
(205) 956-7125 Fax(205) 956-7146



Zoning1	
PARCELID	2800324001062000
DISTRICT	002
ESN_NUM	504
PROPADD	3632.DABNEY DR
TAX_TOWNSH	28
SECTION	32
QSECTION	4
BLOCK	001
PARCEL	062000
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	
Zoom to	

ORDINANCE NUMBER 3015

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF VESTAVIA
HILLS, ALABAMA.**

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on 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:

1700 Shades Crest Road
Whitney and Thomas Holland, Owner(s)

More particularly described as follows:

Beginning at a point on the West line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 25, Township 18 South, Range 3 West which is 460.0 feet South of the Northwest corner of said quarter-quarter section; thence run in an Easterly direction for a distance of 454.4 feet,, more or less, to a point on the Westerly line of Crest Road, which point is 625 feet in a Southwesterly direction along the West line of said road from the North line of said quarter-quarter section; thence turn an angle to the right and run in a Southwesterly direction along said westerly line of said road to the intersection with the Northeast line of Columbiana Road; thence an angle to the right and run for about 450 feet, more or less, along said Northeast line, to the West line of said quarter-quarter section; thence turn an angle to the right and run in a Northerly direction along the West line of said quarter-quarter section for a distance of 40.8 feet more or less, to the point of beginning. Less and except any portion of subject property lying within a road right-of-way.

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.

3. 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 with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

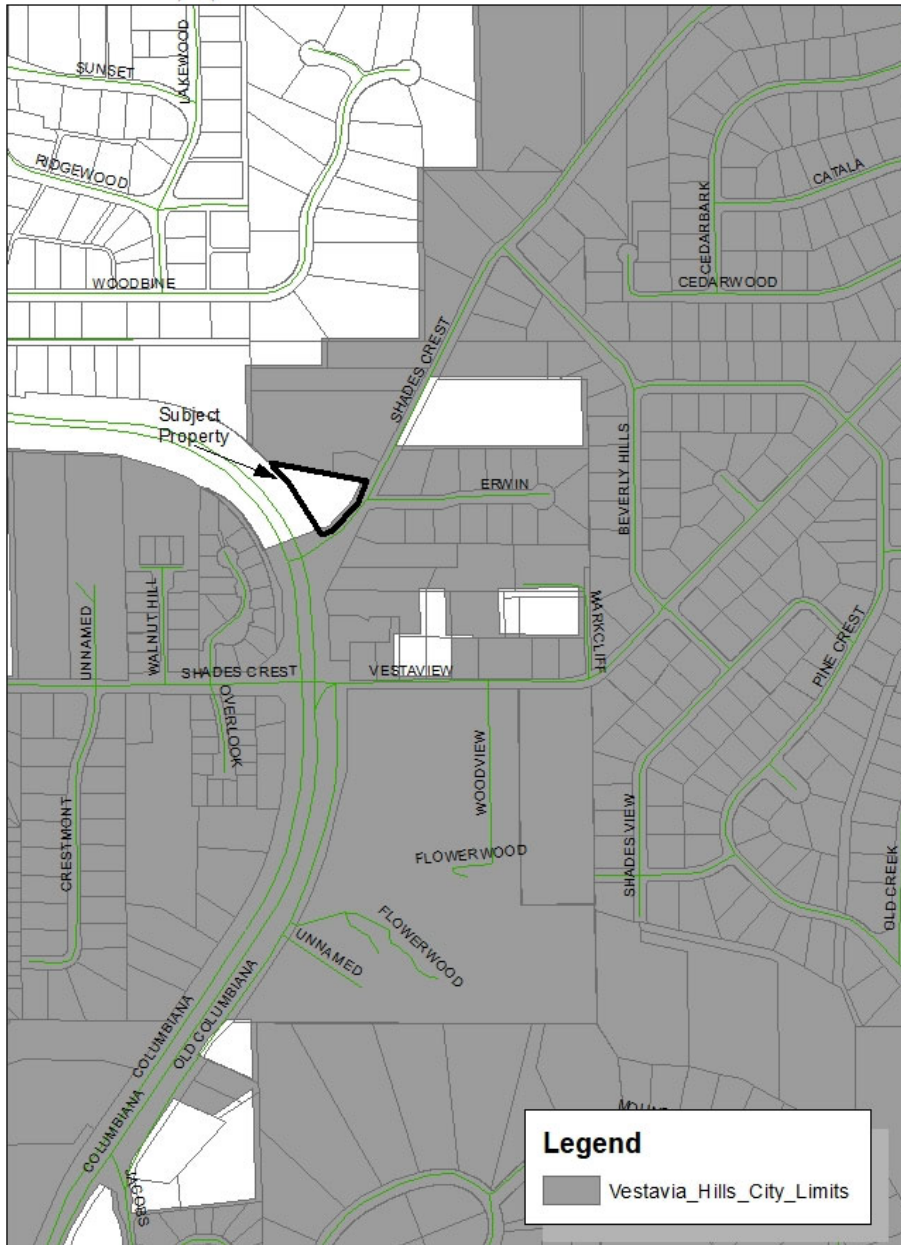
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3015 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 28th day of June, 2021, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk

N
1700 Shades Crest Road



Annexation Committee Petition Review

Property: 1700 Shades Crest Road

Owners: Whitney and Thomas Holland

Date: 2-8-21

1. The property in question is contiguous to the city limits.
 Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
 Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
 Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
 Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$ 468,500. Meets city criteria: Yes No
 Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes ~~_____~~ Number in city 99%

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No Comment _____

Property: 1700 Shades Crest Road


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$_____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes _____ No Comments: _____

11. Information on children: Number in family 1; Plan to enroll in VH schools Yes No _____ Comments: Kindergarten

Other Comments: _____


George Pierce
Chairman 2-8-21

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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

Location: 1700 Shades Crest Road

Engineering; Public Services

Date: 1-21-21 Initials: CB

Comments: _____

1700 Shades Crest Road -- no concerns noted; Shades Crest and Columbiana are Jefferson County through-roads and continue to be maintained by County.

Police Department:

Date: _____ Initials: _____

Comments: _____

Fire Department:

Date: 1/22/21 Initials: ZF

Comments: _____

Board of Education:

Date: 1-22-21 Initials: SB

Comments: n/p

PARCEL #: 29 00 25 2 001 048.001
OWNER: HOLLAND THOMAS R & WHITNEY B
ADDRESS: 1700 SHADES CREST RD VESTAVIA AL 35216
LOCATION: 1700 SHADES CREST RD AL 35216

[111-B+] Baths: 3.5 H/C Sqft: 2,997
 18-020.0 Bed Rooms: 5 Land Sch: A113
 Land: 203,500 Imp: 265,000 Total: 468,500
 Acres: 0.000 Sales Info: 02/27/2017 \$400,000

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2020 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT
 PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 2018
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

 CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$446,600.00 BOE VALUE: 0

VALUE
 LAND VALUE 10% \$203,520
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3
 BLDG 001 111 \$265,000

 TOTAL MARKET VALUE [APPR. VALUE: \$468,500]: \$468,520
 Assessment Override:
 MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$46,860	\$304.59	\$4,000	\$26.00	\$278.59
COUNTY	3	1	\$46,860	\$632.61	\$2,000	\$27.00	\$605.61
SCHOOL	3	1	\$46,860	\$384.25	\$0	\$0.00	\$384.25
DIST SCHOOL	3	1	\$46,860	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$46,860	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$46,860	\$238.99	\$0	\$0.00	\$238.99
SPC SCHOOL2	3	1	\$46,860	\$787.25	\$0	\$0.00	\$787.25
ASSD. VALUE: \$46,860.00			\$2,347.69		GRAND TOTAL: \$2,294.69		

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2017023796	2/27/2017
2056-59	05/08/1981

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/8/2020	2020	CORELOGIC, INC.	\$2,294.69
12/10/2019	2019	CORELOGIC	\$2,184.47
12/7/2018	2018	CORELOGIC INC	\$2,398.89
	2017		\$0.00
	2016		\$0.00
	2015		\$0.00
	2014		\$0.00
	2013		\$0.00
12/21/2012	2012	WIDEMAN JOHN T	\$1,962.90
20111231	2011	***	\$1,951.14
20101231	2010	***	\$1,051.14

**City of Vestavia Hills
Tax Calculator
Homestead Properties**

1700 Shades Crest Road

AD VALOREM TAX MILLAGE

Millage Multiplier	
0.02055	Ad valorem to City General Fund: 20.55 mills
0.02875	City BOE portion: 28.75 mills
0.0151	District 20 School: 15.1 mills
0.0082	Countywide School: 8.2 mills
0.05205	Ad valorem to Schools (TOTAL): 52.05 mills

ASSESSED VALUE

		Citizen Access Portal Descriptor	Notes
====>	1700 Shades Crest Road	Property Address	
====>	\$ 468,500	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$46,850.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$962.77	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$1,346.94	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$2,309.71	Total County remits to City for split with BOE	CITY	
\$707.44	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$384.17	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$962.77	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$2,438.54	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$3,401.31	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 11.9.2020

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

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

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

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

Whitney Bailey Holland
whipai ge@gmail.com
870.352.1555

Thomas Reeder Holland
reedholland@gmail.com
205.799.3288

EXHIBIT "A"

LOT: _____

BLOCK: _____ *A/A*

SURVEY: _____

RECORDED IN MAP BOOK _____, PAGE _____ IN THE
PROBATE OFFICE OF Jefferson COUNTY, ALABAMA.

COUNTY ZONING: RI

COMPATIBLE CITY ZONING: RI

LEGAL DESCRIPTION (METES AND BOUNDS):

See Attached.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Whitney B. Holland</u>	Lot _____ Block _____ Survey _____
<u>Thomas R. Holland</u>	Lot _____ Block _____ Survey _____
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

Whitney B. Holland being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Whitney B. Holland
Signature of Certifier

Subscribed and sworn before me this the 10 day of November, 2020.

[Signature]
Notary Public

My commission expires: 5-6-2024



EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____
Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Reed & Whitney Holland
Address: 1700 Shades Crest Rd.
City: Vestavia State: AL Zip: 35216

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Mary Wylie Banks Holland	5	Kindergarten	✓	
2.					
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": August 2021



Parked

1700 Shades Crest Road

Today at 2:33:22 PM



ORDINANCE NUMBER 3016

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY E-2 TO VESTAVIA HILLS R-1

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-2 (low density residential district) to Vestavia Hills R-1 (low density residential district):

1700 Shades Crest Road
Whitney Holland, Owner(s)

More particularly described as follows:

Beginning at a point on the West line of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 25, Township 18 South, Range 3 West which is 460.0 feet South of the Northwest corner of said quarter-quarter section; thence run in an Easterly direction for a distance of 454.4 feet,, more or less, to a point on the Westerly line of Crest Road, which point is 625 feet in a Southwesterly direction along the West line of said road from the North line of said quarter-quarter section; thence turn an angle to the right and run in a Southwesterly direction along said westerly line of said road to the intersection with the Northeast line of Columbiana Road; thence an angle to the right and run for about 450 feet, more or less, along said Northeast line, to the West line of said quarter-quarter section; thence turn an angle to the right and run in a Northerly direction along the West line of said quarter-quarter section for a distance of 40.8 feet more or less, to the point of beginning. Less and except any portion of subject property lying within a road right-of-way.

APPROVED and ADOPTED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3016 is a true and correct copy of such 28th day of June, 2021, 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 _____, 2021.

Rebecca Leavings
City Clerk

N
1700 Shades Crest Road



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

Date: MAY 13, 2021

- **CASE:** P-0521-17
- **REQUESTED ACTION:** Rezoning JC E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 1700 Shades Crest Rd.
- **APPLICANT/OWNER:** Whitney Bailey Holland
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on Shades Crest Rd. from JC E-2 to VH R-1. Property was annexed overnight by Ordinance 3001 on 03/22/21.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

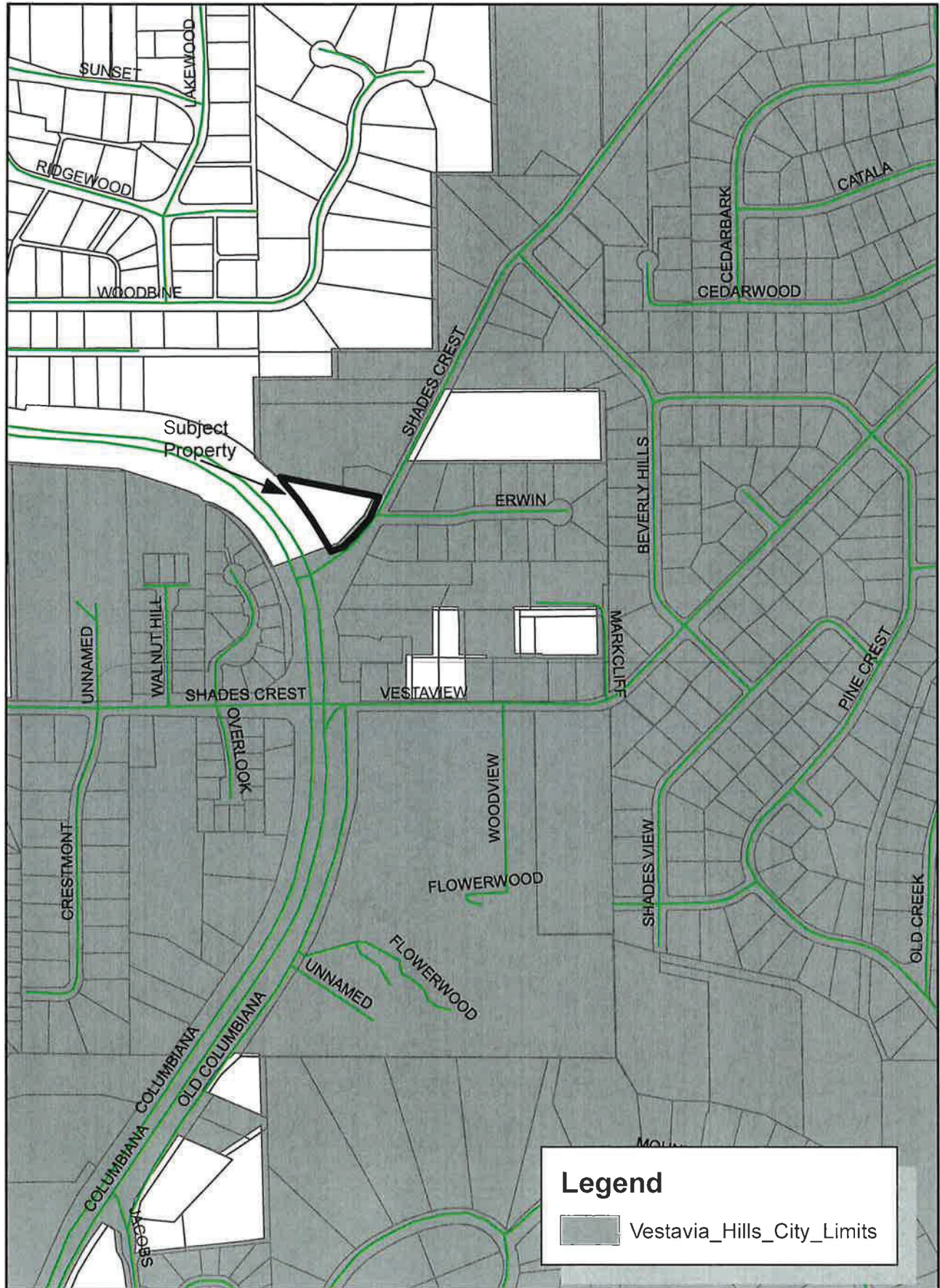
MOTION Mr. Weaver made a motion to recommend Rezoning from JC E-2 to Vestavia Hills R-1 for the property located at 1700 Shades Crest Rd. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

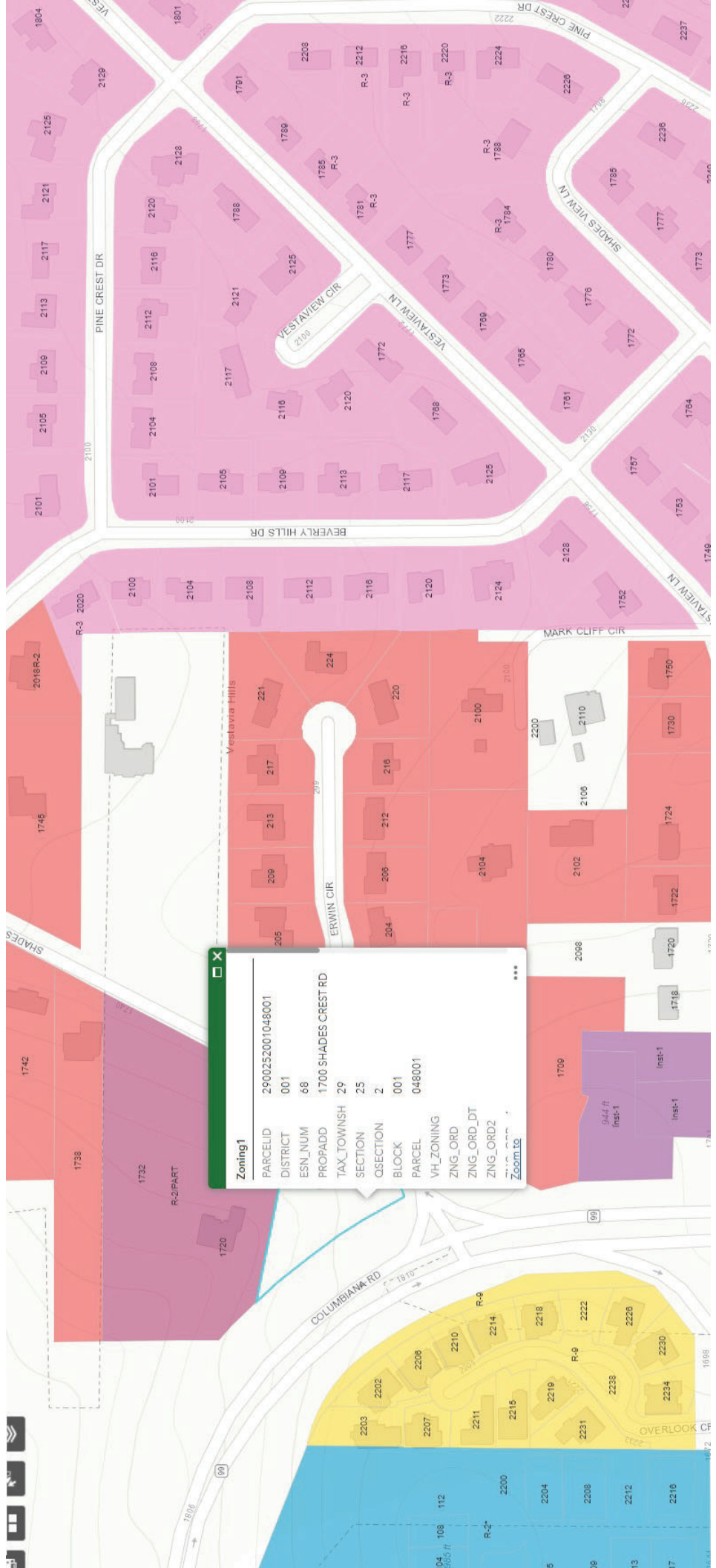
Mr. Maloof– yes	Mr. Ferrell – yes
Mr. Honeycutt– yes	Mr. Sykes – yes
Mr. Weaver – yes	Ms. Barnes – yes

Motion carried.



1700 Shades Crest Road





Zoning 1	
PARCELID	2900252001048001
DISTRICT	001
ESN_NUM	68
PROPADD	1700 SHADES CREST RD
TAX_TOWNSH	29
SECTION	25
CSECTION	2
BLOCK	001
PARCEL	048001
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	
ZoomTo	

ORDINANCE NUMBER 3017

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF VESTAVIA
HILLS, ALABAMA.**

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on 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:

2829 Acton Place
Lindsay and Jake Brown, Owner(s)

More Particularly described as follows:

The following tract of land situated in the Southeast 1/4 of the Northwest 1/4, Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1 /4 of the Northwest 1 /4, Section 34, Township 18 South, Range 2 West; Thence East along the South 1/4 -1/4 line, 333.17 feet to the point of beginning; Thence 92 degrees 48 minutes 53 seconds left, 303.77 feet; to the southerly right-of-way of Acton Place; Thence 72 degrees 24 minutes 57 seconds right, 150.00 feet along said right-of-way; Thence 90 degrees 00 minutes 00 seconds right, and leaving said right-of-way 170.20 feet; Thence 20 degrees 23 minutes 56 seconds right, 196.16 feet to the south 1 /4 - 1 /4 line; Thence 90 degrees 00 minutes 00 seconds right, 185.00 feet along said 1 /4 - 1 /4 line 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.

3. 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 with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

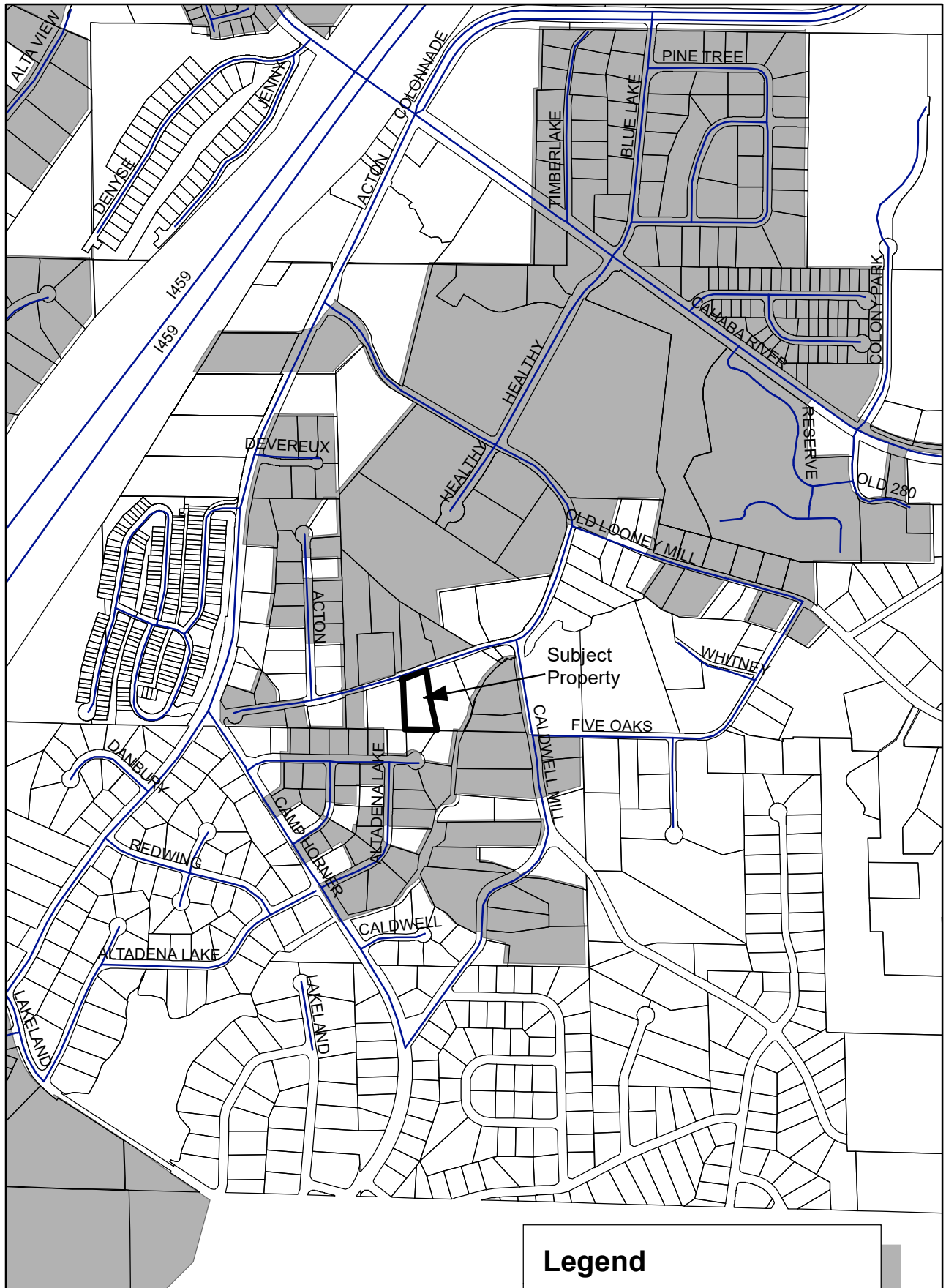
CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3017 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 28th day of June, 2021, as same appears in the official records of said City.


Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk

2829 Acton Place



Legend

 Vestavia_Hills_City_Limits

Annexation Committee Petition Review

Property: ²⁸²⁹ ~~2829~~ Acton Place _____

Owners: Lindsay and Jake Brown _____

Date: 2-8-21 _____

1. The property in question is contiguous to the city limits.
 Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
 Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
 Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
 Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$335,050. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 22 Number in city 11
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No Comment _____

Property: 2829 Acton Place

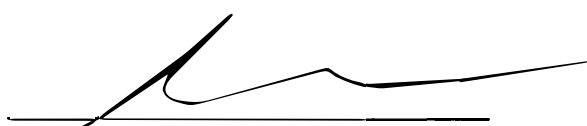
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$_____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes _____ No Comments: _____

11. Information on children: Number in family 3; Plan to enroll in VH schools Yes N No _____ Comments: _____

Other Comments: _____


George Pierce
Chairman 2-8-21

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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

Location: 2829 Acton Place

Engineering; Public Services

Date: 1-21-21 Initials: CB

2829 Acton Place -- no significant concerns noted; roadway recently paved and in good condition; 32x48 CMP under roadway in ok condition; some neighboring properties remain in County so roadway maintenance in this area will continued to be shared.

Police Department:

Date: _____ Initials: _____

Comments: _____

Fire Department:

Date: 1/22/21 Initials: ZF

Comments: _____

Board of Education:

Date: 1/22/21 Initials: SB

Comments: IP

PARCEL #: 28 00 34 2 000 024.002
OWNER: ARMBRESTER ROBERT A
ADDRESS: 2829 ACTON PL VESTAVIA AL 35243-2509
LOCATION: 2829 ACTON PL BIRMINGHAM AL 35243

[111-B-] Baths: **2.5** H/C Sqft: **2,839**
18-040.0 Bed Rooms: **3** Land Sch: **A116**
 Land: **125,300** Imp: **209,800** Total: **335,100**
 Acres: **0.000** Sales Info: **\$0**

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2020 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 3 OVER 65 CODE:
 EXEMPT CODE: 2-2 DISABILITY CODE:
 MUN CODE: 01 COUNTY HS YEAR: 2019
 SCHOOL DIST: EXM OVERRIDE AMT: \$0.00
 OVR ASD VALUE: \$0.00 TOTAL MILLAGE: 50.1

CLASS USE:
 FOREST ACRES: 0 TAX SALE:
 PREV YEAR VALUE: \$312,600.00 BOE VALUE: 0

VALUE

LAND VALUE 10% \$125,250
 LAND VALUE 20% \$0
 CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

CLASS 3

BLDG 001 111 \$209,800

TOTAL MARKET VALUE [APPR. VALUE: \$335,100]: \$335,050

Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$33,520	\$217.88	\$4,000	\$26.00	\$191.88
COUNTY	3	1	\$33,520	\$452.52	\$2,000	\$27.00	\$425.52
SCHOOL	3	1	\$33,520	\$274.86	\$0	\$0.00	\$274.86
DIST SCHOOL	3	1	\$33,520	\$0.00	\$0	\$0.00	\$0.00
CITY	3	1	\$33,520	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	1	\$33,520	\$170.95	\$0	\$0.00	\$170.95
SPC SCHOOL2	3	1	\$33,520	\$563.14	\$0	\$0.00	\$563.14

TOTAL FEE & INTEREST: (Detail) \$5.00

ASSD. VALUE: \$33,520.00

\$1,679.35

GRAND TOTAL: \$1,631.35

FULLY PAID

DEEDS

INSTRUMENT NUMBER

DATE

[1380-74](#)

12/06/1976

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/23/2020	2020	THE SNOODY LAW FIRM	\$1,631.35
12/10/2019	2019	CORELOGIC	\$1,518.13
12/18/2018	2018	CORELOGIC	\$1,456.27
11/17/2017	2017	CORE LOGIC INC	\$1,464.12
11/21/2016	2016	CORELOGIC	\$1,420.52
12/1/2015	2015	CORELOGIC INC	\$1,425.52
12/2/2014	2014	CORELOGIC INC	\$1,596.28
11/19/2013	2013	CORELOGIC INC	\$1,596.28
11/21/2012	2012	CORELOGIC INC	\$1,595.79
20111216	2011	***	\$1,744.09

**City of Vestavia Hills
Tax Calculator
Homestead Properties**

2829 Acton Place

AD VALOREM TAX MILLAGE

Millage Multiplier		
0.02055	Ad valorem to City General Fund:	20.55 mills
0.02875	City BOE portion:	28.75 mills
0.0151	District 20 School:	15.1 mills
0.0082	Countywide School:	8.2 mills
0.05205	Ad valorem to Schools (TOTAL):	52.05 mills

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	2829 Acton Place	Property Address		
====>	\$ 335,100	Appraised Value of Property	TOTAL MARKET VALUE	
	10%	Assessment Homestead Rate		
	\$33,510.00	Assessed Value	ASSD. VALUE	

AD VALOREM REVENUE

			Citizen Access Portal Descriptor	Notes
\$688.63	City portion of ad valorem		(Subset of CITY)	(20.55 mills rate)
\$963.41	BOE portion of ad valorem		(Subset of CITY)	(28.75 mills rate)
\$1,652.04	Total County remits to City for split with BOE		CITY	
\$506.00	SPC DIST1 BOE local rev (County gives directly to BOE)		SPC SCHOOL1	(15.1 mills rate)
\$274.78	Countywide School Tax to VH		SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$688.63	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,744.20	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$2,432.83	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Jefferson COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 12/14/2020

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

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

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

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

Lindsay Brown
lindsayjobrown@gmail.com

Jake Brown
jbrown@russocorp.com

EXHIBIT "A"

LOT: _____

BLOCK: _____

SURVEY: _____

RECORDED IN MAP BOOK _____, PAGE _____ IN THE
PROBATE OFFICE OF _____ COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

The following tract of land situated in the Southeast 1/4 of the Northwest 1/4, Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4, Section 34, Township 18 South, Range 2 West; Thence East along the South 1/4 - 1/4 line, 333.17 feet to the point of beginning; Thence 92 degrees 48 minutes 53 seconds left, 303.77 feet; to the southerly right-of-way of Acton Place; Thence 72 degrees 24 minutes 57 seconds right, 150.00 feet along said right-of-way; Thence 90 degrees 00 minutes 00 seconds right, and leaving said right-of-way 170.20 feet; Thence 20 degrees 23 minutes 56 seconds right, 196.16 feet to the south 1/4 - 1/4 line; Thence 90 degrees 00 minutes 00 seconds right, 185.00 feet along said 1/4 - 1/4 line to the point of beginning.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

Jacob Brown Lot _____ Block _____ Survey _____

Lot _____ Block _____ Survey _____

Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

Jacob Brown being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Jacob Brown
Signature of Certifier

Subscribed and sworn before me this the 15th day of December, 2022.

Cindy Johnson
Notary Public

My commission expires: 2/13/23

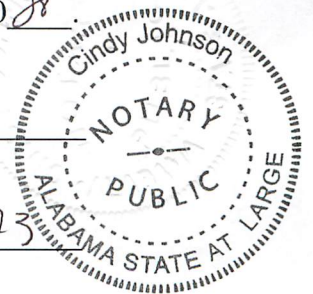


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
 Deny _____
 Resolution: Date: _____ Number: _____
 Overnight Ordinance: Date: _____ Number: _____
 90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Lindsay and Jacob Brown

Address: 2829 Acton Place

City: Birmingham State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
 Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Ann Margaret Brown	6	First Grade	✓	
2.	William Ford Brown	5	Pre-K	✓	
3.	Kathryn Grace Brown	2	N/A	✓	
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": _____

08/2021
 08/2022
 08/2025

ORDINANCE NUMBER 3018

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM JEFFERSON COUNTY E-2 TO VESTAVIA HILLS R-1

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County E-2 (low density residential district) to Vestavia Hills R-1 (low density residential district):

2829 Acton Place
Jake and Lindsay Brown, Owners

More Particularly described as follows:

The following tract of land situated in the Southeast 1/4 of the Northwest 1/4, Section 34, Township 18 South, Range 2 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1 /4 of the Northwest 1 /4, Section 34, Township 18 South, Range 2 West; Thence East along the South 1/4 -1/4 line, 333.17 feet to the point of beginning; Thence 92 degrees 48 minutes 53 seconds left, 303.77 feet; to the southerly right-of-way of Acton Place; Thence 72 degrees 24 minutes 57 seconds right, 150.00 feet along said right-of-way; Thence 90 degrees 00 minutes 00 seconds right, and leaving said right-of-way 170.20 feet; Thence 20 degrees 23 minutes 56 seconds right, 196.16 feet to the south 1 /4 - 1 /4 line; Thence 90 degrees 00 minutes 00 seconds right, 185.00 feet along said 1 /4 - 1 /4 line to the point of beginning.

APPROVED and ADOPTED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

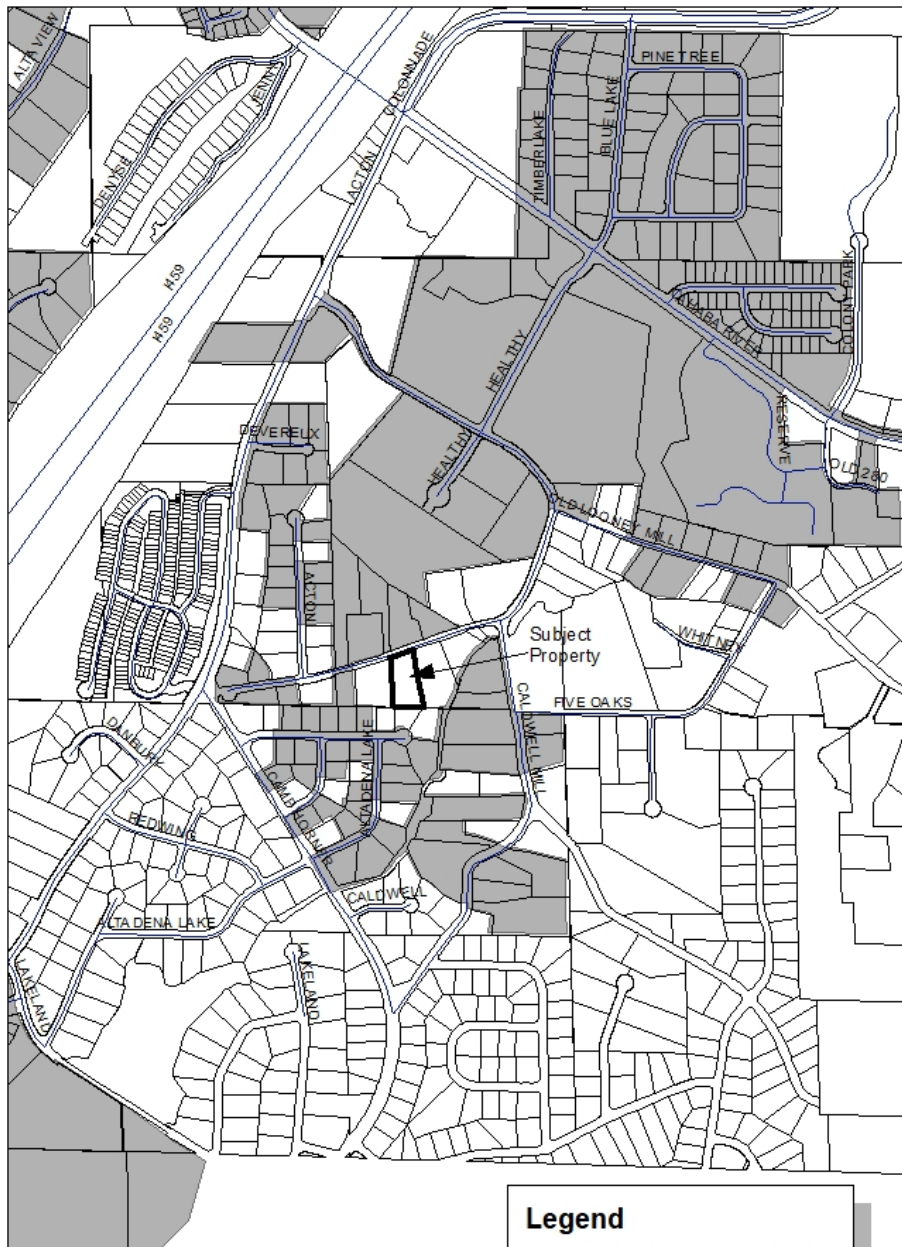
I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3018 is a true and correct copy of such 28th day of June, 2021, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk



2829 Acton Place



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

Date: MAY 13, 2021

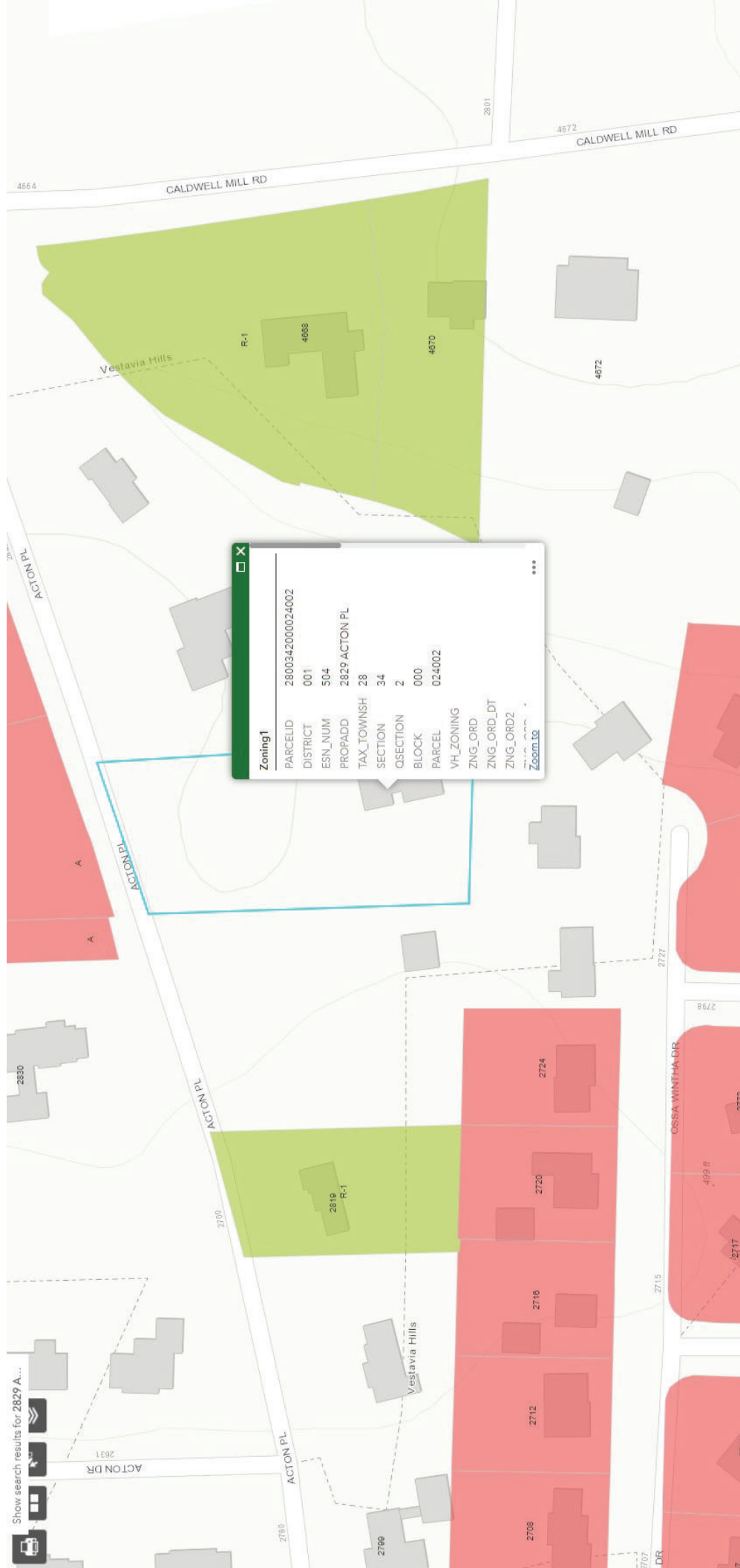
- **CASE:** P-0521-19
- **REQUESTED ACTION:** Rezoning JC E-2 to Vestavia Hills R-1
- **ADDRESS/LOCATION:** 2829 Acton Pl.
- **APPLICANT/OWNER:** Lindsay & Jake Brown
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on Acton Pl. from JC E-2 to VH R-1. Property was annexed overnight by Ordinance 3002 on 03/22/21.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Weaver made a motion to recommend Rezoning from JC E-2 to Vestavia Hills R-1 for the property located at 2829 Acton Pl. Second was by Mr. Sykes. Motion was carried on a roll call; vote as follows:

Mr. Maloof– yes	Mr. Ferrell – yes
Mr. Honeycutt– yes	Mr. Sykes – yes
Mr. Weaver – yes	Ms. Barnes – yes

Motion carried.



Zoning1	
PARCELID	2800342000024002
DISTRICT	001
ESN_NUM	504
PROPADD	2829 ACTON PL
TAX_TOWNSH	28
SECTION	34
QSECTION	2
BLOCK	000
PARCEL	02.4002
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORDZ	
Zoom In	
Zoom Out	

ORDINANCE NUMBER 3019

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF VESTAVIA
HILLS, ALABAMA.**

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on 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:

2632 Alta Vista Circle
Lots 15 & 16, Altadena Valley Country Club Sector
Victor and Cynthia Maldonado, Owner(s)

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.

3. 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 with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3019 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 28th day of June, 2021, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk



2632 Alta Vista Circle



Annexation Committee Petition Review

Property: 2632 Alta Vista Circle

Owners: Victor Maldonado

Date: 2-8-21

1. The property in question is contiguous to the city limits.

Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.

Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.

Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.

Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value \$345,800. Meets city criteria: Yes N/A No

Commer House has 2 lots + sits on Jeff + Shelby County line

6. This street has fewer than 1'00% of the individual properties within the limits of the city

Yes No

Number of total homes 15 Number in city 8

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.

Agreed to by petitioner: Yes No Comment _____

Property: 2632 Alta Vista Circle


8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$ _____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes _____ No Comments: Roadway Anticipation will be shared with Shelby County

11. Information on children. Number in family ~~2~~ 2; Plan to enroll in VH schools Yes No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman 2-8-21

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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

Location: 2632 Alta Vista Circle

Engineering; Public Services Date: 1-21-21 Initials: CB

2632 Alta Vista Circle -- no significant concerns noted; roadway recently paved and in good condition; no curb or gutter and no significant drainage infrastructure; some neighboring properties remain in County (Jefferson and Shelby) so roadway maintenance in this area will continued to be shared.

Police Department: Date: _____ Initials: _____

Comments: _____

Fire Department: Date: 1/22/21 Initials: RF

Comments: _____

Board of Education: Date: 1-22-21 Initials: SB

Comments: A/P

PARCEL #: 28 00 33 4 002 002.000	Baths: 0.0	H/C Sqft: 0
OWNER: MALDONADO VICTOR A	18-036.0	Bed Rooms: 0
ADDRESS: 2632 ALTA VISTA CIR BIRMINGHAM AL 35243-2700	Land: 65,100	Imp: 0
LOCATION: 2632 ALTA VISTA CIR BHAM AL 35243	Acres: 0.000	Sales Info: 02/26/2016 \$10
		Land Sch: G1
		Total: 65,100

<< Prev Next >> [1 / 0 Records] Processing...

Tax Year : 2020

SUMMARY PROPERTY INFO SALES INFO TAX INFO NOTES

SUMMARY

ASSESSMENT		VALUE	
PROPERTY CLASS: 3	OVER 65 CODE:	LAND VALUE 10%	\$65,100
EXEMPT CODE:	DISABILITY CODE:	LAND VALUE 20%	\$0
MUN CODE: 02	COUNTY HS YEAR: 0	CURRENT USE VALUE	[DEACTIVATED] \$0
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00	TOTAL MARKET VALUE [APPR. VALUE: \$65,100]: \$65,100	
OVR ASD VALUE: \$0.00	TOTAL MILLAGE: 50.1	Assesment Override:	
CLASS USE:		MARKET VALUE:	
FOREST ACRES: 0	TAX SALE:	CU VALUE:	
PREV YEAR VALUE: \$65,100.00	BOE VALUE: 0	PENALTY:	
		ASSESSED VALUE:	

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	2	\$6,520	\$42.38	\$0	\$0.00	\$42.38
COUNTY	3	2	\$6,520	\$88.02	\$0	\$0.00	\$88.02
SCHOOL	3	2	\$6,520	\$53.46	\$0	\$0.00	\$53.46
DIST SCHOOL	3	2	\$6,520	\$0.00	\$0	\$0.00	\$0.00
CITY	3	2	\$6,520	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	2	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	3	2	\$6,520	\$33.25	\$0	\$0.00	\$33.25
SPC SCHOOL2	3	2	\$6,520	\$109.54	\$0	\$0.00	\$109.54
ASSD. VALUE: \$6,520.00			\$326.65	TOTAL FEE & INTEREST: (Detail)		\$5.00	
				GRAND TOTAL: \$331.65		FULLY PAID	

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
2016056687	2/26/2016	11/30/2020	2020	VICTOR MALDONADO	\$331.65
201004-15209	5/20/2010	12/9/2019	2019	VICTOR MALDONADO	\$331.65
200904-15685	04/09/2009	10/25/2018	2018	VICTOR MALDONADO	\$216.42
200607-24094	04/28/2004	11/28/2017	2017	VICTOR A MALDONADO	\$216.42
1538-466	12/20/1977	10/13/2016	2016	VICTOR MALDONADO	\$216.42
		11/20/2015	2015	WELLS FARGO	\$216.42
		12/8/2014	2014	WELLS FARGO HOME MORTGAGE	\$216.42
		12/11/2013	2013	WELLS FARGO	\$216.42
		12/20/2012	2012	WELLS FARGO	\$215.93
		20111209	2011	***	\$215.93
		20101208	2010	***	\$215.93



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PARCEL #: 10 2 04 0 001 016.000	[111-C0]	Baths: 3.0	H/C Sqft: 2,311
OWNER: MALDONADO VICTOR A & CYNTHIA P		Bed Rooms: 0	Land Sch: GM
ADDRESS: 2632 ALTA VISTA CIR BIRMINGHAM AL 35243	Land: 27,000	Imp: 163,700	Total: 190,700
LOCATION: 2632 ALTA VISTA CIR BIRMINGHAM AL 35243	Acres: 0.000	Sales Info: \$0	

<< Prev Next >> [1 / 1 Records] Processing..

Tax Year : 2020 ▼

SUMMARY [View](#) [Print](#) [Close](#)

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXMPT CODE:	10	DISABILITY CODE:	
MUN CODE:	01 COUNTY	HS YEAR:	2018
SCHOOL DIST:	2	EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00		

CLASS USE:	PART OF LOT IN JEFFCO		
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	\$186,000.00	BOE VALUE:	0

VALUE

LAND VALUE 10%	\$27,000
LAND VALUE 20%	\$0
CURRENT USE VALUE	[DEACTIVATED] \$0

CLASS 2

CLASS 3

BLDG 01	111	\$163,700
---------	-----	-----------

TOTAL MARKET VALUE:	\$190,700
---------------------	-----------

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$19,080	\$124.02	\$4,000	\$26.00	\$98.02
COUNTY	3	1	\$19,080	\$143.10	\$2,000	\$15.00	\$128.10
SCHOOL	3	1	\$19,080	\$305.28	\$0	\$0.00	\$305.28
DIST SCHOOL	3	1	\$19,080	\$267.12	\$0	\$0.00	\$267.12
CITY	3	1	\$19,080	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE:			\$19,080.00	\$839.52			GRAND TOTAL: \$798.52

DEEDS

INSTRUMENT NUMBER	DATE
20160429000142290	2/26/2016
20100520000158570	5/20/2010
20090416000139220	4/9/2009
20060503000412840JEFNCNTY	5/3/2006
20060510000220560	4/28/2006

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
11/4/2020	2020	VICTOR MALDONADO	\$798.52
11/20/2019	2019	VICTOR MALDONADO	\$777.40
10/12/2018	2018	MALDONADO VICTOR A	\$837.24
11/20/2017	2017	MALDONADO VICTOR A	\$900.24
10/13/2016	2016	VICTOR MALDONADO	\$829.32
11/9/2015	2015	WELLS FARGO REAL ESTATE TAX SERVICES	\$814.36
11/10/2014	2014	WELLS FARGO HOME MORTGAGE	\$607.56
11/18/2013	2013	WELLS FARGO HOME MORTGAGE	\$607.56
11/15/2012	2012	WELLS FARGO REAL ESTATE TAX	\$607.56

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DON ARMSTRONG
Property Tax
Commissioner

SHELBY COUNTY
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Columbiana AL 35051
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PARCEL #: 10 2 04 0 001 015.000 OWNER: MALDONADO VICTOR A & CYNTHIA P ADDRESS: 2632 ALTA VISTA CIR BIRMINGHAM AL 35243 LOCATION: 2632 ALTA VISTA CIRCLE BIRMINGHAM AL 35243	Baths: 0.0 H/C Sqft: 0 Bed Rooms: 0 Land Sch: GM Land: 90,000 Imp: 0 Total: 90,000 Acres: 0.000 Sales Info: 05/20/2010 \$107,000
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2020 ▼

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 - Tax Lien Info

SUMMARY

ASSESSMENT PROPERTY CLASS: 3 OVER 65 CODE: EXMPT CODE: DISABILITY CODE: MUN CODE: 01 COUNTY HS YEAR: 0 SCHOOL DIST: 2 EXM OVERRIDE AMT: \$0.00 OVR ASD VALUE: \$0.00 CLASS USE: JHS FOREST ACRES: 0 TAX SALE: PREV YEAR VALUE: \$90,000.00 BOE VALUE: 0	VALUE LAND VALUE 10% \$90,000 LAND VALUE 20% \$0 CURRENT USE VALUE [DEACTIVATED] \$0 TOTAL MARKET VALUE: \$90,000
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$9,000	\$58.50	\$0	\$0.00	\$58.50
COUNTY	3	1	\$9,000	\$67.50	\$0	\$0.00	\$67.50
SCHOOL	3	1	\$9,000	\$144.00	\$0	\$0.00	\$144.00
DIST SCHOOL	3	1	\$9,000	\$126.00	\$0	\$0.00	\$126.00
CITY	3	1	\$9,000	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE: \$9,000.00				\$396.00			GRAND TOTAL: \$396.00

DEEDS INSTRUMENT NUMBER DATE 20160429000142290 2/26/2016 20100520000158570 5/20/2010 20090416000139220 4/9/2009 20090416000139200 3/9/2009 20090313000093140 2/6/2009 20060503000412840JEFNCNTY 5/3/2006 20060510000220560 4/28/2006	PAYMENT INFO <table border="1"> <thead> <tr> <th>PAY DATE</th> <th>TAX YEAR</th> <th>PAID BY</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>11/4/2020</td> <td>2020</td> <td>VICTOR MALDONADO</td> <td>\$396.00</td> </tr> <tr> <td>11/20/2019</td> <td>2019</td> <td>VICTOR MALDONADO</td> <td>\$396.00</td> </tr> <tr> <td>10/12/2018</td> <td>2018</td> <td>MALDONADO VICTOR A</td> <td>\$352.00</td> </tr> <tr> <td>11/20/2017</td> <td>2017</td> <td>MALDONADO VICTOR A</td> <td>\$352.00</td> </tr> <tr> <td>10/13/2016</td> <td>2016</td> <td>VICTOR MALDONADO</td> <td>\$352.00</td> </tr> <tr> <td>11/9/2015</td> <td>2015</td> <td>WELLS FARGO REAL ESTATE TAX SERVICES</td> <td>\$352.00</td> </tr> <tr> <td>11/10/2014</td> <td>2014</td> <td>WELLS FARGO HOME MORTGAGE</td> <td>\$352.00</td> </tr> <tr> <td>11/18/2013</td> <td>2013</td> <td>WELLS FARGO HOME MORTGAGE</td> <td>\$352.00</td> </tr> <tr> <td>11/15/2012</td> <td>2012</td> <td>WELLS FARGO REAL ESTATE TAX SERVICES</td> <td>\$352.00</td> </tr> </tbody> </table>	PAY DATE	TAX YEAR	PAID BY	AMOUNT	11/4/2020	2020	VICTOR MALDONADO	\$396.00	11/20/2019	2019	VICTOR MALDONADO	\$396.00	10/12/2018	2018	MALDONADO VICTOR A	\$352.00	11/20/2017	2017	MALDONADO VICTOR A	\$352.00	10/13/2016	2016	VICTOR MALDONADO	\$352.00	11/9/2015	2015	WELLS FARGO REAL ESTATE TAX SERVICES	\$352.00	11/10/2014	2014	WELLS FARGO HOME MORTGAGE	\$352.00	11/18/2013	2013	WELLS FARGO HOME MORTGAGE	\$352.00	11/15/2012	2012	WELLS FARGO REAL ESTATE TAX SERVICES	\$352.00
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DON ARMSTRONG
 Property Tax Commissioner
 SHELBY COUNTY
 102 Depot Street
 Columbiana AL 35051
 (205) 670-6900



**City of Vestavia Hills
Tax Calculator
Homestead Properties**

2632 Alta Vista Circle
Lots 15 & 16

AD VALOREM TAX MILLAGE

Millage Multiplier	
0.02055	Ad valorem to City General Fund: 20.55 mills
0.02875	City BOE portion: 28.75 mills
0.0151	District 20 School: 15.1 mills
0.0082	Countywide School: 8.2 mills
0.05205	Ad valorem to Schools (TOTAL): 52.05 mills

ASSESSED VALUE

		Citizen Access Portal Descriptor	Notes
====>	2632 Alta Vista Circle (lts 15 & 16)	Property Address	
====>	\$ 345,800	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$34,580.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$710.62	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$994.18	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,704.79	Total County remits to City for split with BOE	CITY	
\$522.16	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$283.56	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$710.62	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,799.89	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$2,510.51	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Jefferson and Shelby COUNTY

**PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA**

Date of Petition: 12/14/2020

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

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

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

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

Contact Info:

Email: kiko104@hotmail.com
Cell: 205.504.2260

EXHIBIT "A"

LOT: Fifteen (15) and Sixteen (16)

BLOCK: _____

SURVEY: Altadena Valley Country Club Sector

RECORDED IN MAP BOOK Jeff. 66 / Shelby 4, PAGE Jeff. 39 / Shelby 71 IN THE
PROBATE OFFICE OF Jefferson and Shelby COUNTY, ALABAMA.

COUNTY ZONING: _____

COMPATIBLE CITY ZONING: _____

LEGAL DESCRIPTION (METES AND BOUNDS):

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

<u>SIGNATURE(S)</u>	<u>DESCRIPTION OF PROPERTY</u>
<u>Victor A Maldonado</u>	Lot <u>15/16</u> Block _____ Survey <u>AVCC Sector</u>
<u>Cynthia Maldonado</u>	Lot <u>15/16</u> Block _____ Survey <u>AVCC Sector</u>
_____	Lot _____ Block _____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Jefferson COUNTY

Victor A Maldonado being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

Victor A Maldonado
Signature of Certifier

Subscribed and sworn before me this 14th day of Dec., 2020.

[Signature]
Notary Public

My commission expires: 7/03/2023

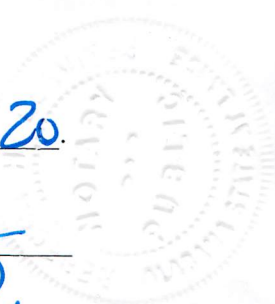


EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
Deny _____

Resolution: Date: _____ Number: _____
Overnight Ordinance: Date: _____ Number: _____
90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Victor A. & Cynthia P. Maldonado

Address: 2632 Alta Vista Circle

City: Birmingham State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Lucas P. Maldonado	8	3rd	X	
2.	Cadence L. Maldonado	5	Kindergarten	X	
3.					
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes". _____

*** Children are already in Vestavia School system.

ORDINANCE NUMBER 3020

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF VESTAVIA
HILLS, ALABAMA.**

WHEREAS, on the 22nd day of March, 2021, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on 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:

2600 Alta Vista Circle
Lot 8, Altadena Valley Country Club Sector
Mark and Hillary Smith, Owner(s)

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.

3. 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 with the Probate Judge of Jefferson County, Alabama.

ADOPTING and APPROVED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3020 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 28th day of June, 2021, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk



2600 Alta Vista Circle

2600 Alta Vista Circle



Annexation Committee Petition Review

Property: 2600 Alta Vista Circle

Owners: Mark and Hillary Smith

Date: 2-8-21

1. The property in question is contiguous to the city limits.
 Yes No Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
 Yes No Comments: _____

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
 Yes No Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
 Yes No Comments _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of \$238,900. Meets city criteria: Yes No
 Comment: _____
6. This street has fewer than 100% of the individual properties within the limits of the city
 Yes No
 Number of total homes 15 Number in city 8
7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
 Agreed to by petitioner: Yes No Comment _____

Property: 2600 Alta Vista Circle

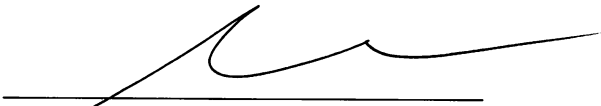
8. A non-refundable administrative fee of \$100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of \$_____ will be paid to offset costs associated with the annexation. Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials. Yes No _____ Comment _____

10. Are there any concerns from city departments? Yes _____ No Comments: Roadway maintenance will be shared with Shelby county

11. Information on children: Number in family 3; Plan to enroll in VH schools Yes No _____ Comments: _____

Other Comments: _____



George Pierce
Chairman 2-8-21

CITY OF VESTAVIA HILLS
Department Review of Proposed Annexation
(To be completed by Official City Reviewers)

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

Location: 2600 Alta Vista Circle

Engineering; Public Services

Date: 1/21/21 Initials: CS

2600 Alta Vista Circle -- no significant concerns noted; roadway recently paved and in good condition; no curb or gutter and no significant drainage infrastructure; some neighboring properties remain in County (Shelby) so roadway maintenance in this area will continued to be shared.

Police Department:

Date: _____ Initials: _____

Comments: _____

Fire Department:

Date: 1/22/21 Initials: ZF

Comments: _____

Board of Education:

Date: 1/22/21 Initials: SB

Comments: NIP



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SHELBY COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME PROPERTY TAX BOE PERSONAL PROPERTY REDEMPTION DELINQUENT

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PARCEL #: 10 2 04 0 001 008.000	[111-C+]	Baths: 3.0	H/C Sqft: 2,225
OWNER: SMITH MARK L		Bed Rooms: 0	Land Sch: GM
ADDRESS: 2600 ALTA VISTA CIR BIRMINGHAM AL 35243	Land: 90,000	Imp: 148,900	Total: 238,900
LOCATION: 2600 ALTA VISTA CIR BIRMINGHAM AL 35243	Acres: 0.000	Sales Info: 01/03/2011	\$206,500

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2020

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	10	DISABILITY CODE:	
MUN CODE:	01 COUNTY	HS YEAR:	2014
SCHOOL DIST:	2	EXM OVERRIDE AMT:	\$0.00
OVR ASD VALUE:	\$0.00		

CLASS USE:		TAX SALE:	
FOREST ACRES:	0	BOE VALUE:	0
PREV YEAR VALUE:	\$234,600.00		

VALUE

LAND VALUE 10%	\$90,000
LAND VALUE 20%	\$0
CURRENT USE VALUE [DEACTIVATED]	\$0

CLASS 2

BLDG 1 Card 1	111	\$148,900
---------------	-----	-----------

TOTAL MARKET VALUE:	\$238,900
---------------------	-----------

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	\$23,900	\$155.35	\$4,000	\$26.00	\$129.35
COUNTY	3	1	\$23,900	\$179.25	\$2,000	\$15.00	\$164.25
SCHOOL	3	1	\$23,900	\$382.40	\$0	\$0.00	\$382.40
DIST SCHOOL	3	1	\$23,900	\$334.60	\$0	\$0.00	\$334.60
CITY	3	1	\$23,900	\$0.00	\$0	\$0.00	\$0.00
FOREST	3	1	\$0	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE:			\$23,900.00				
				\$1,051.60			GRAND TOTAL: \$1,010.60

DEEDS

INSTRUMENT NUMBER

- [20110106000007070](#)
- [20020033319000000](#)
- [20020033318000000](#)
- [19990003501400000](#)
- [19950002780300000](#)

DATE

- 1/3/2011
- 7/1/2002
- 6/25/2002
- 8/19/1999
- 9/26/1995

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
10/2/2020	2020	MARK SMITH	\$1,010.60
11/8/2019	2019	CORELOGIC REAL ESTATE TAX SERVICE	\$991.24
11/13/2018	2018	CORELOGIC REAL ESTATE TAX SERVICE	\$922.60
11/17/2017	2017	CORELOGIC REAL ESTATE TAX SERVICE	\$890.92
11/17/2016	2016	CORELOGIC REAL ESTATE TAX SERVICE	\$868.92
11/18/2015	2015	CORELOGIC REAL ESTATE TAX SERVICE	\$857.48
11/18/2014	2014	SUNTRUST VALUTREE REAL ESTATE	\$848.68

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Property Tax
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**City of Vestavia Hills
Tax Calculator
Homestead Properties**

2600 Alta Vista Circle

AD VALOREM TAX MILLAGE

Millage Multiplier	
0.02055	Ad valorem to City General Fund: 20.55 mills
0.02875	City BOE portion: 28.75 mills
0.0151	District 20 School: 15.1 mills
0.0082	Countywide School: 8.2 mills
0.05205	Ad valorem to Schools (TOTAL): 52.05 mills

ASSESSED VALUE

		Citizen Access Portal Descriptor	Notes
====>	2600 Alta Vista Circle	Property Address	
====>	\$ 238,900	Appraised Value of Property	TOTAL MARKET VALUE
	10%	Assessment Homestead Rate	
	\$23,890.00	Assessed Value	ASSD. VALUE

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
\$490.94	City portion of ad valorem	(Subset of CITY)	(20.55 mills rate)
\$686.84	BOE portion of ad valorem	(Subset of CITY)	(28.75 mills rate)
\$1,177.78	Total County remits to City for split with BOE	CITY	
\$360.74	SPC DIST1 BOE local rev (County gives directly to BOE)	SPC SCHOOL1	(15.1 mills rate)
\$195.90	Countywide School Tax to VH	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

\$490.94	Annexation Revenue to CITY	CITY (General Fund portion)	(20.55 mills)
\$1,243.47	Annexation Revenue to BOE	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
\$1,734.41	TOTAL ANNEXATION REVENUE BENEFIT		

Legend
City Revenue
BOE Revenue

STATE OF ALABAMA

Shelby COUNTY

PETITION FOR ANNEXATION TO THE
CITY OF VESTAVIA HILLS, ALABAMA

Date of Petition: 10-30-20

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

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

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

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

Mark Smith (865) 387-3609 kidney liver @ gmail.com AL # 9605AL7
Hillary Smith (205) 541-3761 HL Carney @ gmail.com AL # 5702AK7

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority.

SIGNATURE(S)

DESCRIPTION OF PROPERTY

[Signature] Lot 8 Block AVCC Survey Mortgage Survey

[Signature] Lot 8 Block AVCC Survey Mortgage Survey

____ Lot ____ Block ____ Survey _____

(Use reverse side hereof for additional signatures and property descriptions, if needed).

STATE OF ALABAMA

Shelby COUNTY

MARK + HILARY SMITH being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of all the owners of the described property.

[Signature]
Signature of Certifier

Subscribed and sworn before me this the 30 day of OCT, 2020.

[Signature]
Notary Public

My commission expires: 9/25/22

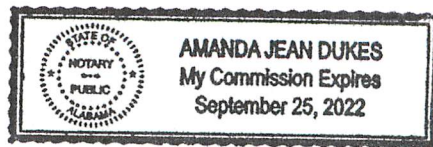


EXHIBIT "A"

LOT: 8 of Altadna Valley Country Club

BLOCK: Altadna Valley Country Club

SURVEY: Mortgage Survey - Rodney Shiflett

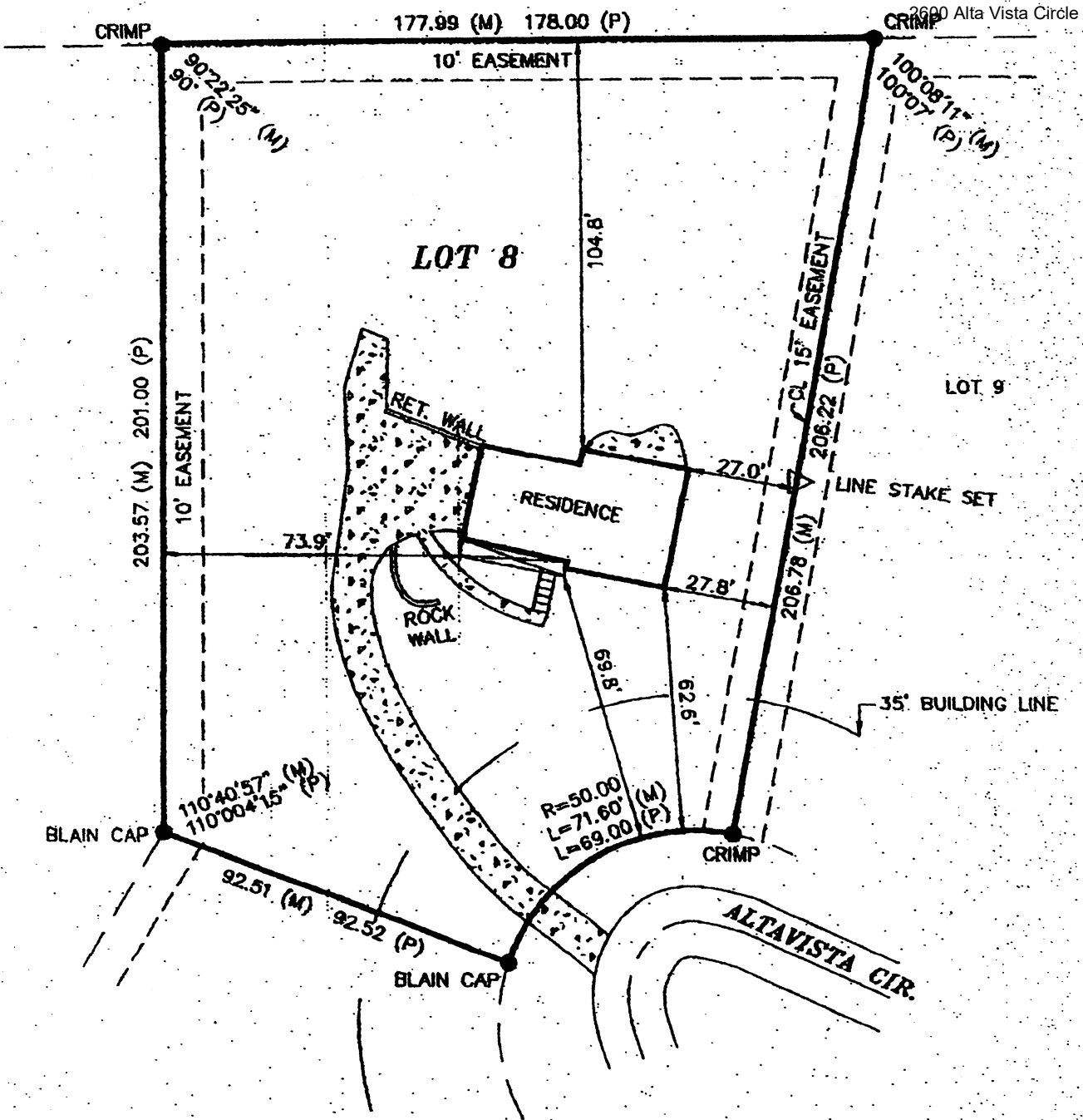
RECORDED IN MAP BOOK 4, PAGE 71 IN THE

PROBATE OFFICE OF Shelby COUNTY, ALABAMA.

COUNTY ZONING: AE

COMPATIBLE CITY ZONING: B-1

LEGAL DESCRIPTION (METES AND BOUNDS): See attached survey / plot map



MORTGAGE SURVEY

I, Rodney Y. Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meets the standards of practice for land surveying in the State of Alabama, the correct legal description being as follows:

Lot 8 of Altadena Valley Country Club, as recorded in Map Book 4, Page 71, in the Office of the Judge of Probate of Shelby County, Alabama.

I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0090 D, Zone 'AE', dated September 29, 2006.

Rodney Y. Shiflett
Rodney Y. Shiflett Al. Reg. #21784

LEGEND



JOB NO. 10376

EXHIBIT "B"

VESTAVIA HILLS BOARD OF EDUCATION

**1204 Montgomery Highway
 Vestavia Hills AL 35216**

(To be completed by the City)

Date of Annexation Petition _____ Action Taken: Grant _____
 Deny _____
 Resolution: Date: _____ Number: _____
 Overnight Ordinance: Date: _____ Number: _____
 90 Day Final Ordinance: Date: _____ Number: _____

(To be completed by Homeowner)

Name(s) of Homeowner(s): Mark & Hillary Smith
 Address: 2600 Alta Vista Cir
 City: Birmingham State: AL Zip: 35243

Information on Children:

**Plan to Enroll In
 Vestavia Hills School?**

	Name(s)	Age	School Grade	Yes	No
1.	Colton Smith	4	Pre-K	✓	
2.	Austin Smith	3		✓	
3.	Elijah Smith	1		✓	
4.					
5.					
6.					

Approximate date for enrolling students in Vestavia Hills City Schools if above response is "yes": September 2021

ORDINANCE NUMBER 3021

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 SHELBY COUNTY E-1 TO VESTAVIA HILLS R-2

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 Shelby County E-1 (low density residential district) to Vestavia Hills R-2 (medium density residential district):

2632, 2624 and 2600 Alta Vista Circle
Lots 8, 14, 15 & 16, Altadena Country Club Sector
Victor Maldonado and Mark & Hillary Smith, Owners

APPROVED and ADOPTED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

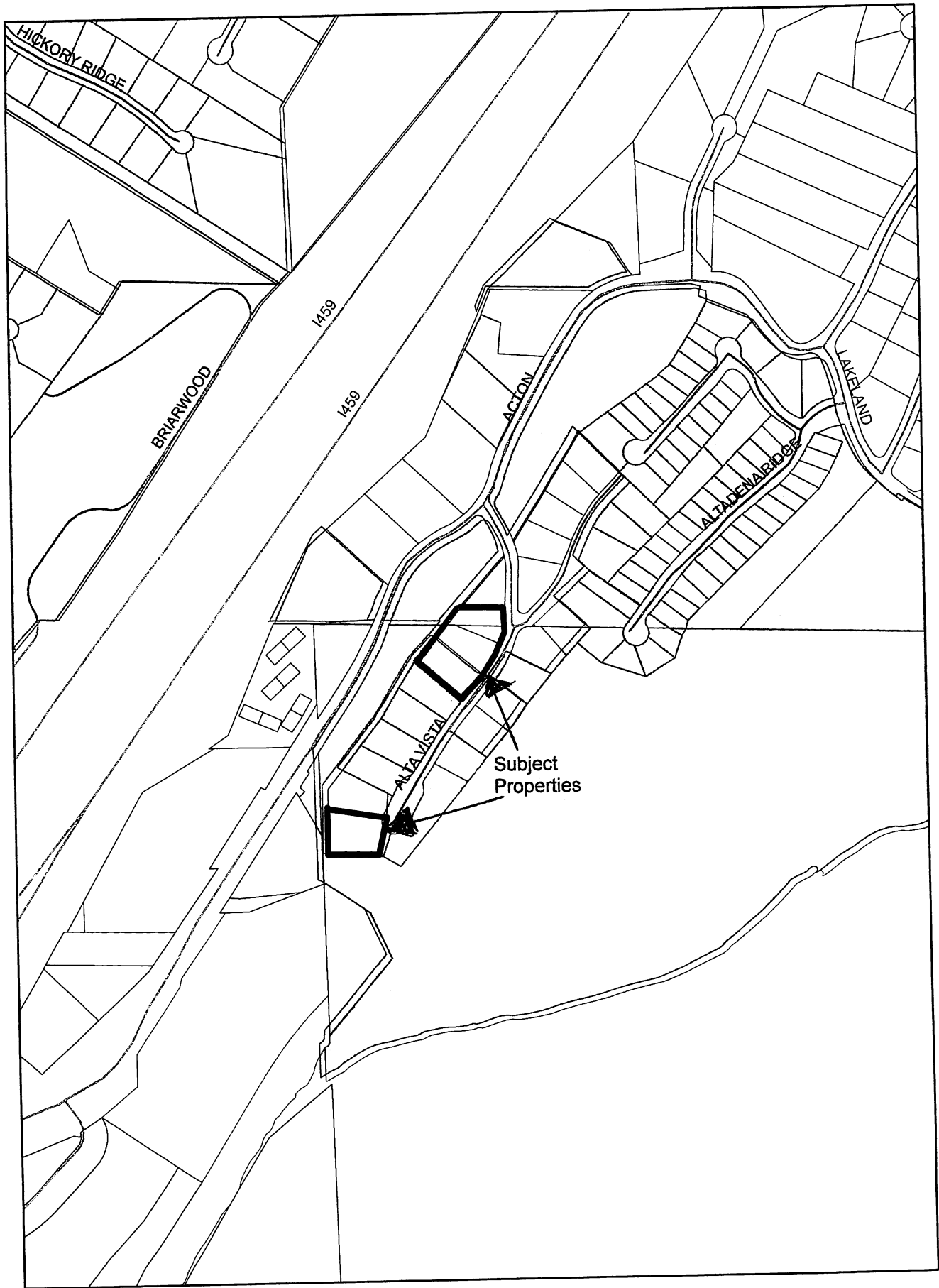
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3021 is a true and correct copy of such 28th day of June, 2021, 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 _____, 2021.

Rebecca Leavings
City Clerk



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

Date: MAY 13, 2021

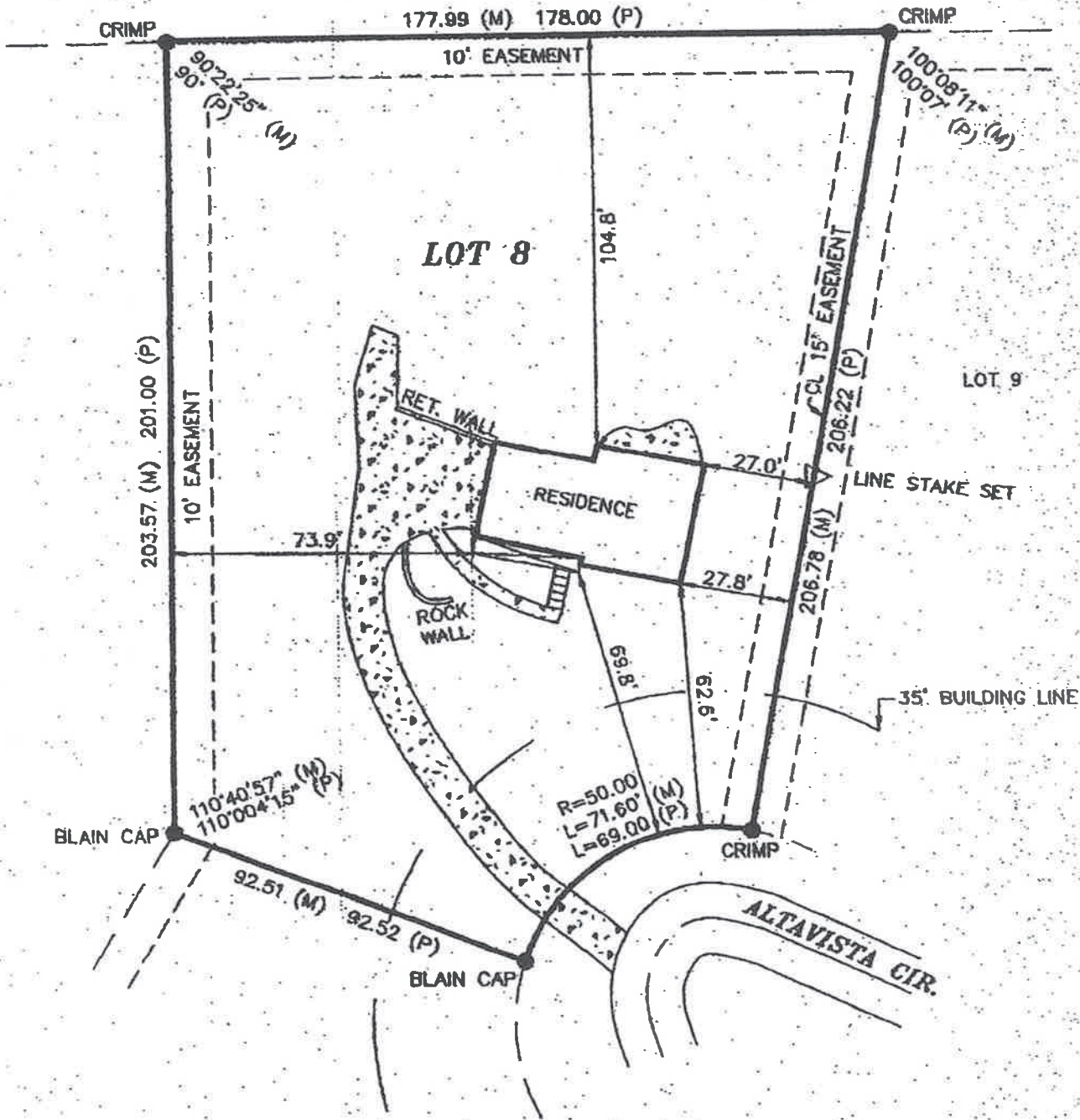
- **CASE:** P-0521-14
- **REQUESTED ACTION:** Rezoning SC E-1 to Vestavia Hills R-2
- **ADDRESS/LOCATION:** 2600, 2624, & 2632 Alta Vista Circle
- **APPLICANT/OWNER:** Mark Smith & Victor Maldonado
- **GENERAL DISCUSSION:** This is a compatible rezoning of annexed property on Alta Vista Cir. from SC E-1 to VH R-2. Property was annexed overnight by Ordinance 3003 & 3004 on 03/22/21.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

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

MOTION Mr. Weaver made a motion to recommend Rezoning from JC E-1 to Vestavia Hills R-2 for the property located at 2600, 2624, & 2632 Alta Vista Circle. Second was by Mr. Honeycutt. Motion was carried on a roll call; vote as follows:

Mr. Maloof– yes	Mr. Ferrell – yes
Mr. Honeycutt– yes	Mr. Sykes – yes
Mr. Weaver – yes	Ms. Barnes – yes

Motion carried.



MORTGAGE SURVEY

I, Rodney Y. Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meets the standards of practice for land surveying the the State of Alabama, the correct legal description being as follows:

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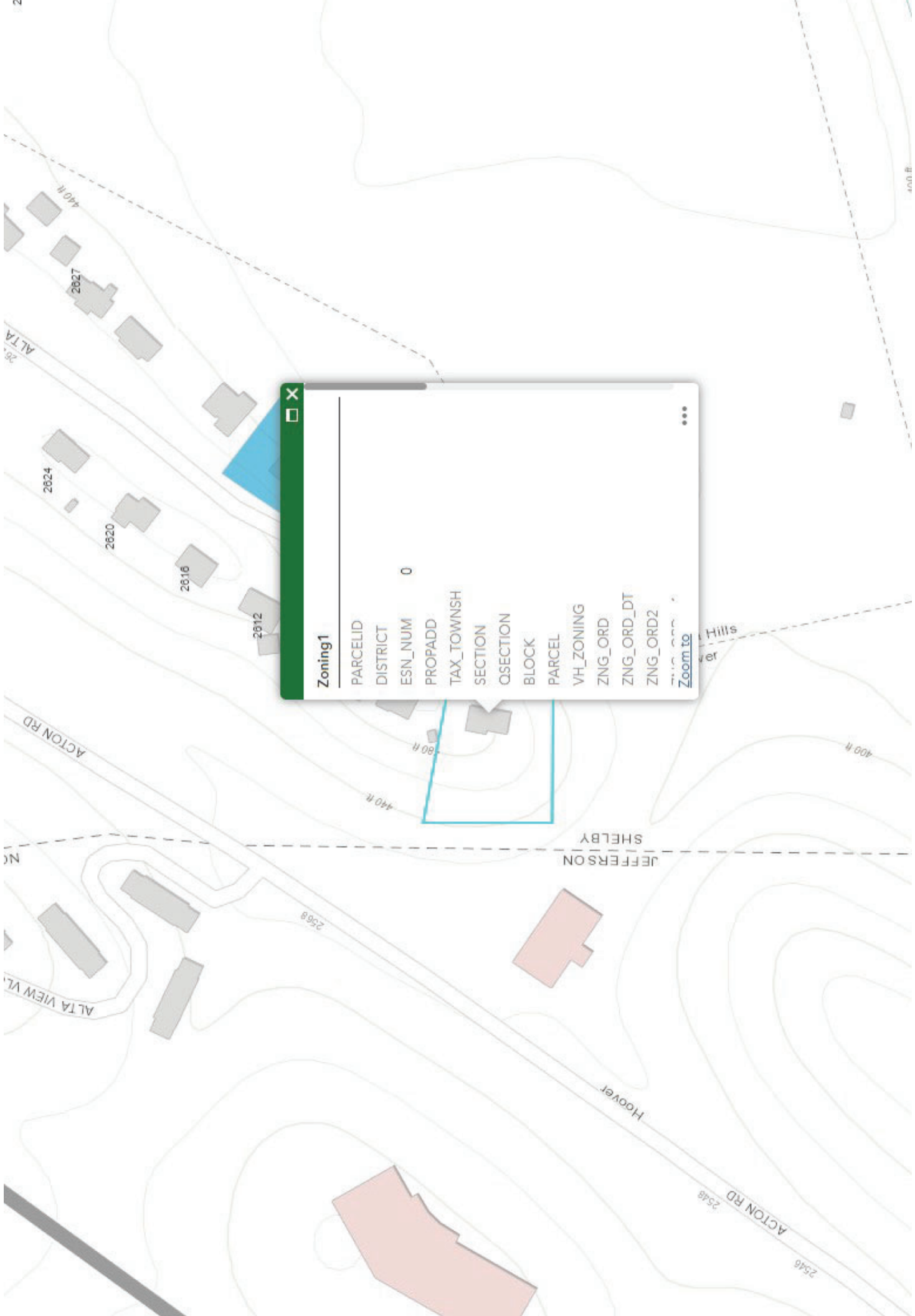
I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0090 D, Zone 'AE', dated September 29, 2006.

Rodney Y. Shiflett
Rodney Y. Shiflett Al. Reg. #21784

Zoning1

PARCELID	
DISTRICT	
ESN_NUM	0
PROPADD	
TAX_TOWNSH	
SECTION	
OSECTION	
BLOCK	
PARCEL	
VH_ZONING	
ZNG_ORD	
ZNG_ORD_DT	
ZNG_ORD2	

[Zoom to](#)



RESOLUTION NUMBER 5332

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR SR AND RS LLC D/B/A VESTAVIA PACKAGE
STORE; SAMIR RANA, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for SR and RS LLC d/b/a Vestavia Package Store, located at 2970 Columbiana Road, Vestavia Hills, Alabama, for the off-premise sale of 011-Lounge Retail Liquor - Class II (Package); Samir Rana, executives.

APPROVED and ADOPTED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: June 22, 2021

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk


RE: Alcohol License Request – 011-Lounge Retail Liquor - Class II (Package)


Please find attached information submitted by Samir Rana who request an alcohol license to sell 011-Lounge Retail Liquor - Class II (Package) at the SR and RS LLC d/b/a Vestavia Package Store, 2970 Columbiana Road, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 28th day of June, 2021 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

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

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

Reviewed: 



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20210603151737917

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: County:
 Type License: State: County:
 Trade Name: **VESTAVIA PACKAGE STORE** Filing Fee:
 Applicant: **SR AND RS LLC** Transfer Fee: \$50.00
 Location Address: 2970 COLUMBIANA RD VESTAVIA HILLS, AL 35216
 Mailing Address: 2970 COLUMBIANA RD VESTAVIA HILLS, AL 35216
 County: JEFFERSON Tobacco sales: YES Tobacco Vending Machines: 0
 Product Type: 03 Type Ownership: LLC
 Book, Page, or Document info: 823478
 Do you sell Draft Beer?:
 Date Incorporated: 01/29/2021 State incorporated: AL County Incorporated:
 Date of Authority: 01/29/2021
 Federal Tax ID: 861761902 Alabama State Sales Tax ID: R010932017

Name:	Title:	Date and Place of Birth:	Residence Address:
SAMIR RANA 8459192 - AL	SOLE OWNER	02/22/1987 NEPAL	1514 13TH AVE APT 17 BIRMINGHAM, AL 35205

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

Contact Person: SAMIR RANA **Home Phone:** 225-993-8666
Business Phone: 205-823-8295 **Cell Phone:** 225-993-8666
Fax: **E-mail:** SAMIR61172@GMAIL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: VESTAVIA PACKAGE STORE License 1: 011072937
 Applicant: A AND A DISCOUNT LIQUORS LLC License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20210603151737917**



If applicant is leasing the property, is a copy of the lease agreement attached? YES
 Name of Property owner/lessor and phone number: LEJ JR LLC 205-822-1998
 What is lessors primary business? PROPERTY MANAGEMENT
 Is lessor involved in any way with the alcoholic beverage business? NO
 Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? YES
 Building Dimensions Square Footage: 1715 Display Square Footage: 1500
 Building seating capacity: 0 Does Licensed premises include a patio area? NO
 License Structure: SHOPPING CENTER License covers: PORTION OF
 Number of licenses in the vicinity: 0 Nearest: 0
 Nearest school: 0 miles Nearest church: 0 miles Nearest residence: 0 miles
 Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20210603151737917



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
A AND A DISCOUNT LIQUORS LLC
Address: 2970 COLUMBIANA RD
VESTAVIA HILLS, AL 35216
Telephone: 205-823-8295

NEW APPLICANT:
SR AND RS LLC
Address: 2970 COLUMBIANA RD
VESTAVIA HILLS, AL 35216
Telephone: 205-823-8295

Current License No:011072937

LICENSED PREMISES ADDRESS: 2970 COLUMBIANA RD VESTAVIA HILLS, AL 35216

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 15 day of June, 2021.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Naresh Banala
Print Name: Naresh Banala
Title: Managing member

Samir Rana
Print Name: Samir Rana
Title: Managing member

WITNESS: (By ABC Enforcement) Wendy Abbott
Revised 9/08

ORDINANCE NUMBER 3024

AN ORDINANCE TO ELECT NOT TO EXERCISE THE RIGHT OF FIRST REFUSAL PURSUANT TO THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT BETWEEN VESTAVIA PLAZA LLC AND THE CITY OF VESTAVIA HILLS ALABAMA DATED NOVEMBER 21, 2013

WHEREAS, on November 21, 2013, the City entered into a Construction, Operation and Reciprocal Easement Agreement (“the COREA”) between Vestavia Plaza LLC (the “Developer”) and the City of Vestavia Hills, Alabama (“the City”) for the Vestavia Plaza Shopping Center, Vestavia Hills, Alabama, a copy of which is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3024 as if written fully herein; and

WHEREAS, ARTICLE IX, entitled “RIGHT OF FIRST REFUSAL” grants to the City the irrevocable right of first refusal (“ROFR”) at the option of the City to purchase the Vestavia Plaza Shopping Center (the “Developer Tract”) or any portion thereof which the Developer desires to sell, transfer, convey or lease (with an option to purchase) to any bona fide third party; and

WHEREAS, ARTICLE IX details the required notification requirements of the Developer and the City should the City wish to exercise the ROFR on the sale of the Developer Tract; and

WHEREAS, Dwight L. Mixson, Jr., Burr and Forman, attorney for the Developer notified the City in a letter dated June 21, 2021 that pursuant to Article IX of the Agreement, that the “Developer has entered into a purchase and sale agreement” and that “pursuant to 9.1(c) of the Agreement, the City has ten (10) business days to notify the Developer of the City’s exercise of it’s right of first refusal (“ROFR”). A copy of said letter is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3024 as if written fully herein; and

WHEREAS, the Mayor and City Council feel it is not in the best public interest to exercise the City’s ROFR and, therefore, should decline to purchase the Developer Tract.

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

1. The City does not exercise it’s ROFR to purchase the Developer Tract pursuant to ARTICLE IX of the Agreement; and
2. The Mayor and City Manager are hereby authorized and directed to provide written notice to Vestavia Plaza, LLC and attorney, Dwight L. Mixson, Jr., as follows:

(a) That the City of Vestavia Hills, Alabama (“City”) does not and will not exercise its Right of First Refusal to purchase the Developer Tract pursuant to the terms, provisions and conditions of the COREA; and

(b) That if the contemplated sale of the Developer Tract to SW Holdings, II, LLC is closed, then in such event the City welcomes said purchaser to the City and will be a good neighbor;

(c) A copy of this Ordinance Number 3024 shall be sent to Vestavia Plaza, LLC and attorney, Dwight L. Mixson, Jr., together with the notice.

3. The Mayor and City Manager are authorized and directed to execute any and all documents necessary pursuant to the terms and conditions set forth in ARTICLE IX of the Agreement to notify the Developer of the City’s decision not to purchase said Developer Tract; and
4. The notice as aforesaid shall be delivered to Vestavia Plaza, LLC and attorney, Dwight L. Mixson, Jr., on or before July 2, 2021.
5. This Ordinance Number 3024 shall become effective immediately following posting/publishing pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 28th day of June, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3024 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 28th day of June, 2021 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk



20131122001261420 1/86
Bk: LR201319 Pg:28176
Jefferson County, Alabama
I certify this instrument filed on:
11/22/2013 11:01:08 AM AGREE
Judge of Probate- Alan L. King

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT

BETWEEN

VESTAVIA PLAZA LLC

AND

CITY OF VESTAVIA HILLS, ALABAMA

FOR

VESTAVIA PLAZA SHOPPING CENTER,
VESTAVIA HILLS, ALABAMA

November 21, 2013

This Instrument Prepared by:
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2119

**CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT
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- Exhibit B** Legal Description of Developer Tract
- Exhibit C** Location of Construction Staging Area
- Exhibit D-1** General Site Plan Reflecting Locations of the City Lot and the Developer Tract (including the Shop Space, Outparcel and Outparcel Drive-Through)
- Exhibit D-2** Location of Alley
- Exhibit D-3** [Intentionally Omitted]
- Exhibit D-4** Location of Building Area
- Exhibit D-5** Location of City Internal Drive and Shopping Center Access Easement Areas
- Exhibit D-6** Shopping Center Parking Area
- Exhibit E** Location of Area for City-Sponsored Events
- Exhibit F** Building Heights
- Exhibit G** Drawing Depicting Relocation of Existing Shopping Center Signage, Location of City Signage
- Exhibit G-1** Approximate Size and Location of City Signage

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT

THIS CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 21st day of November 2013 by and between VESTAVIA PLAZA LLC, an Alabama limited liability company, and CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal corporation.

RECITALS:

Developer, as hereinafter defined, is the owner of the Developer Tract, as hereinafter defined, upon which the Shopping Center, as hereinafter defined, is currently situated.

The City, as hereinafter defined, is the owner of the City Lot, as hereinafter defined. The City desires to demolish the existing improvements situated on the City Lot and thereafter construct thereon a Building, as hereinafter defined, which will initially be the City Hall, as hereinafter defined, for the City.

The Developer Tract and the City Lot are contiguous to each other and Developer and the City have agreed to enter into this Agreement in order to grant to each other certain reciprocal easements and other rights regarding access, parking, and utilities, to establish a method of maintaining and paying for the costs of maintaining the Common Area, as hereinafter defined, and to establish certain use, building and other restrictions which shall be applicable to the Developer Tract and the City Lot.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City do hereby agree as follows:

ARTICLE I

DEFINITIONS

In addition to the definitions set forth elsewhere in this Agreement, as used herein, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.01 Administration Fee. The term "Administration Fee" is defined in Section 4.02(c) below.

1.02 Affiliate. The term "Affiliate" shall mean, as to any Person, any other Person which, directly or indirectly, is in common control of, is controlled by, or is under direct or indirect common control with, such Person, and, if such Person is an individual, any member of the immediate family of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person which is controlled by any such member or trust. As used herein, the term "control" (and like terms) when used with respect to any Person, means the direct or indirect beneficial ownership of more than five percent (5%) of the outstanding voting securities or voting equity of such Person or possession,

directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities or by contract or otherwise.

1.03 Approved Conceptual Plans. The term “Approved Conceptual Plans” means the “Preliminary Conceptual Site Plan” and the “Preliminary Conceptual Massing Study” respectively, each dated June 17, 2013, prepared by Williams Blackstock Architects and signed by both City and Developer for identification.

1.04 Alley. The term “Alley” means that portion of the Shopping Center Access Easement Areas situated behind the Shop Space which is also shown on Exhibit D-2 attached hereto and incorporated herein by reference. No portion of the Alley is located on the City Lot and no portion of the City Internal Drive constitutes any portion of the Alley.

1.05 Budget. The term “Budget” is defined in Section 4.03(a) below.

1.06 Building. The term “Building” shall mean any permanently enclosed structure placed, constructed, erected or located on a Tract, which for the purpose of this Agreement shall include any exterior building appurtenances such as stairs leading to or from a door, canopies, supports, Service Areas, and other outward extensions of such structure.

1.07 Building Area. The term “Building Area” shall mean the limited areas of the Shopping Center within which Buildings may be constructed, placed or located. The Building Area is designated on the Site Plan. One or more Buildings may be located within a Building Area. The Building Area of (a) the Shop Space is limited to 23,444 gross square feet of Floor Area and (b) the Outparcel is limited to 4,228 gross square feet of Floor Area.

1.08 City. The term “City” shall mean the City of Vestavia Hills, Alabama, an Alabama municipal corporation, and any and all subsequent owners of the City Lot.

1.09 City Hall. The term “City Hall” shall mean administrative offices for the City such as, the City Manager’s office, City Council and Mayor offices, City Council Chambers/Auditorium and offices for City employees and departments. The City Hall may (but is not required to) contain the police department, municipal court system, and other emergency-related facilities and departments.

1.10 City Internal Drive. The term “City Internal Drive” shall mean the area on the City Lot which is designated as the “Internal Drive” on the Site Plan.

1.11 City Lot. The term “City Lot” means that certain real property situated in the City of Vestavia Hills, Jefferson County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

1.12 City Operating Covenant Period. The term “City Operating Covenant” means the period of time commencing on the date of completion of the initial construction of the City Hall on the City Lot (which completion of construction shall be deemed to have occurred on the date a certificate of occupancy is issued for the City Hall constructed on the City Lot) and continuing thereafter for fifteen (15) years.

- 1.13 City Signage. The term “City Signage” is defined in Section 2.04(a) below.
- 1.14 City Spaces. The term “City Spaces” is defined in Section 3.03(a) below.
- 1.15 City Tract. The term “City Tract” means the City Lot and any additional real property owned or acquired by the City adjoining, contiguous or adjacent to the City Lot.
- 1.16 City’s Prorata Share. The term “City’s Prorata Share” is defined in Section 4.04(a) below.
- 1.17 Combined Tracts. The term “Combined Tracts” shall mean, collectively, the City Lot and the Developer Tract.
- 1.18 Common Area. The term “Common Area” shall mean, collectively (a) the City Internal Drive, (b) the Shopping Center Access Easement Areas, (c) the Shopping Center Parking Area (excluding the Outparcel located within the Shopping Center Parking Area but, subject to the provisions of Sections 2.04(b) and 4.01 below, including the Sign Easement Area) and (d) any Common Utility Lines.
- 1.19 Common Area Maintenance Costs. The term “Common Area Maintenance Costs” shall mean, collectively, the following: (a) the costs and expenses incurred by Developer to provide or perform the services, maintenance, repair and replacement obligations set forth in Section 4.02 below and (b) the costs and expenses incurred by Developer with respect to any real estate ad valorem taxes and assessments attributable solely to the Shopping Center Access Easement Areas and the Shopping Center Parking Area (but specifically excluding the Outparcel and any Buildings situated on the Developer Tract).
- 1.20 Common Area Maintenance Obligations. The term “Common Area Maintenance Obligations” means the maintenance, repair, operation, upkeep and replacement of the Common Area in accordance with the terms and provisions of this Agreement.
- 1.21 Common Utility Line Emergency Repairs. The term “Common Utility Line Emergency Repairs” means repairs and replacements to any Common Utility Lines which are reasonable and necessary for the continuation of Utility Services to the Combined Tracts but which are not caused by any negligent or intentional act or omission of either Party or their respective Permittees.
- 1.22 Common Utility Lines. The term “Common Utility Lines” shall mean those Utility Lines which provide Utility Services to both any portion of the Developer Tract and any portion of the City Tract which are not owned or maintained by any third party provider of Utility Services or Governmental Authority.
- 1.23 Constant Dollars. The term “Constant Dollars” shall mean the present value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on October 1, 2023 and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number, as herein defined, and the denominator of which is the Base Index Number, as herein defined. The “Base Index Number” shall be the level of the Index for June,

2013; the “Current Index Number” shall be the level of the Index for June of the applicable adjustment year; and the “Index” shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, published by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Parties, by mutual agreement, shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

1.24 Construction Staging Area. The term “Construction Staging Area” means that portion of the Shopping Center Parking Area identified as the “Construction Staging Area” in **Exhibit C** attached hereto and incorporated herein by reference.

1.25 Covered Walkway. The term “Covered Walkway” means the covered walkway or sidewalk currently situated in front of the Shop Space.

1.26 Defaulting Party. The term “Defaulting Party” is defined in Section 8.01(a) below.

1.27 Developer. The term “Developer” means Vestavia Plaza LLC, an Alabama limited liability company, and any subsequent owner of the Developer Tract.

1.28 Developer Spaces. The term “Developer Spaces” is defined in Section 3.03(a) below.

1.29 Developer Tract. The term “Developer Tract” shall mean that certain real property situated in the City of Vestavia Hills, Jefferson County, Alabama which is more particularly described in **Exhibit B** attached hereto and incorporated herein by reference.

1.30 Development Default Notice. The term “Development Default Notice” is defined in Section 3.02(f) below.

1.31 Emergency Repairs. The term “Emergency Repairs” means, collectively (a) Common Utility Line Emergency Repairs and (b) Other Common Areas Emergency Repairs.

1.32 Floor Area. The term “Floor Area” shall mean the aggregate of the actual number of square feet of space contained on each floor within a Building, including any mezzanine or basement space, as measured from the exterior faces of the exterior walls or store front and/or the center line of any common walls. During any period of rebuilding, repairing, replacement or reconstruction of a Building, the Floor Area previously attributable to that Tract shall be deemed to be the same as existed immediately prior to such period.

1.33 Force Majeure. The term “Force Majeure” means any delays which are occasioned by or result from acts of God, inclement weather, labor or materials shortages, labor strikes, work stoppages, war, civil unrest, riots, any delays in obtaining any required consents or approvals from another Party to this Agreement, and any other causes beyond the reasonable control of either Party; provided, however, that the term “Force Majeure” shall not mean or

include the inability of a Party to obtain financing or sufficient funds to undertake or complete any of its obligations under this Agreement. Within ten (10) days of the occurrence of any event or events that a Party considers to potentially constitute "Force Majeure" that would extend the time for performance by more than thirty (30) days in the aggregate with other such events, such Party must give written notice thereof to the other setting forth with specificity the event or cause and the anticipated period of delay to the extent reasonably determinable.

1.34 Governmental Authorities. The term "Governmental Authorities" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.

1.35 Governmental Requirements. The term "Governmental Requirements" shall mean all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

1.36 Interest. The term "Interest" is defined in Section 8.04 below.

1.37 Mortgage. The term "Mortgage", with an initial capital letter, shall mean and refer to any first mortgage, deed of trust or other security instrument held by a Mortgagee which encumbers any portion of any Tract or any interest therein which has been duly and properly recorded in the Probate Office.

1.38 Mortgagee. The term "Mortgagee", with an initial capital letter, shall mean and refer to the holder of any Mortgage but only to the extent that the holder of such Mortgage is not an Affiliate of the owner of the applicable Tract encumbered by such Mortgage.

1.39 Non-Defaulting Party. The term "Non-Defaulting Party" is defined in Section 8.01(a) below.

1.40 Notice. The term "notice" is defined in Section 10.02(a) below.

1.41 Occupant. The term "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a Building within the Combined Tracts under an ownership right or under any lease, sublease, license, concession, or other similar agreement.

1.42 Other Common Area Emergency Repairs. The term "Other Common Area Emergency Repairs" means any repairs or replacements to any portions of the Common Area (other than Common Utility Line Emergency Repairs) which are necessary to prevent imminent injury or damage to person or property; provided, however, that the obligation of the City to contribute to the costs of any Other Common Area Emergency Repairs is limited as set forth in Section 4.03 below.

1.43 Outparcel. The term "Outparcel" shall mean that portion of the Shopping Center which is designated as "Outparcel" on the Site Plan. The Outparcel includes (a) the existing Building situated thereon containing, for the purposes of this Agreement, 4,228 gross square feet

of Floor Area, (b) the Outparcel Drive-Through and (c) the landscaping situated on the Outparcel.

1.44 Outparcel Drive-Through. The term “Outparcel Drive-Through” shall mean the existing 3-lane drive-through, together with the separate automatic teller machine, situated on the Outparcel, as shown on the Site Plan.

1.45 Party.

(a) The term “Party” shall mean each signatory hereto and its respective successors and assigns during the period of such Person’s fee ownership of any portion of the Combined Tracts. A Party transferring all or any portion of its fee interest in the Combined Tracts shall give notice to all other Parties of such transfer and shall include in such notice at least the following information:

(i) The name and address of the new Party; and

(ii) A copy of the legal description of the portion of the Tract transferred by such Party.

(b) Each Party shall be liable for the performance of all covenants, obligations and undertakings applicable to the Tract or portion thereof owned by it that accrue during the period of such ownership, and such liability shall continue with respect to any portion of the Tract transferred by such Party until the notice of transfer set forth above is given. Until such notice of transfer is given, the transferring Party shall (for the purpose of this Agreement only) be the transferee’s agent. Once the notice of transfer is given, the transferring Party shall be released from all obligations pertaining to the portion of the Tract transferred arising subsequent to the notice of transfer except for the City’s obligations pursuant to the Operating Covenant. For the purpose of this Section 1.45 only, if the notice of transfer is given pursuant to the provisions of Section 10.02, the effective date of such notice shall be the date such notice is sent. Notwithstanding anything to the contrary, if a notice of transfer is given, any payment made by a Party to the transferor within thirty (30) days of such notice shall be deemed properly paid, and the transferor and transferee shall resolve any necessary adjustments and/or prorations regarding such payment between themselves.

(c) If a Tract is owned by more than one (1) Party, the Party or Parties holding a majority of the ownership interest in such Tract shall designate by recorded instrument one (1) Person to represent all owners of the Tract and such designated Person shall be deemed the Person authorized to give consents and/or approvals and receive notices pursuant to this Agreement for such Tract.

(d) Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is recorded against the transferred portion of any Tract prior to receipt of such notice of transfer by the Party filing such lien.

1.46 Permittee. The term “Permittee” shall mean the Parties who own any Tract and their respective officers, directors, managers, members, employees, its agents, employees,

representatives, contractors, successors and assigns, contractors, vendors, suppliers, visitors, invitees and licensees, and all Occupants and the officers, directors, managers, members, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of such Occupants insofar as their activities relate to the intended construction, development, use and occupancy of the Tract of either Party. Persons engaged in any of the following activities shall not be considered Permittees:

(a) Exhibiting any placard, sign or notice (other than those otherwise permitted under the terms of this Agreement for Occupants related to their business operations on the Combined Tracts).

(b) Distributing any circular, handbill, placard or booklet.

(c) Soliciting memberships or contributions for private, civic, public charitable or political purposes.

(d) Parading, picketing or demonstrating.

(e) Failing to follow regulations established by mutual agreement of the Parties relating to the use and operation of the Combined Tracts.

1.47 Person. The term “Person” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or Governmental Authority.

1.48 Probate Office. The term “Probate Office” shall mean the Office of the Judge of Probate of Jefferson County, Alabama and any successor thereto which serves as the official public registry for the public recording of real estate documents in Jefferson County, Alabama.

1.49 Purchase Price. The term “Purchase Price” is defined in Section 9.01(b) below.

1.50 Reconciliation. The term “Reconciliation” is defined in Section 4.04(d) below.

1.51 Released Party. The term “Released Party” is defined in Section 6.05(c) below.

1.52 Repurchase Closing Date. The term “Repurchase Closing Date” is defined in Section 3.02(f) below.

1.53 Repurchase Notice. The term “Repurchase Notice” is defined in Section 3.02(f) below.

1.54 Releasing Party. The term “Releasing Party” is defined in Section 6.05(c) below.

1.55 Restaurant. The term “Restaurant” shall mean any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on or off-site consumption. If an Occupant operates a food service establishment within its Building for the benefit of its employees, such operation shall be deemed “incidental” (and not a Restaurant) if (a) the Restaurant area (including food preparation, service and eating areas)

occupies less than seven percent (7%) of the Occupant's Floor Area, (b) such Building does not have a separate customer entry/exit door to the outside of the Building and (c) such food service is limited solely to serving employees of such Occupant.

1.56 Right of First Refusal. The term "Right of First Refusal" is defined in Section 9.01(a) below.

1.57 Sale. The term "Sale" is defined in Section 9.01(a) below.

1.58 Sales Notice. The term "Sales Notice" is defined in Section 9.01(b) below.

1.59 Separate Utility Lines. The term "Separate Utility Lines" shall mean those Utility Lines which provide any Utility Service to either, but not both, of the Tracts; provided, however, that the portion of any Utility Line extending from a Common Utility Line to a Building shall be considered a Separate Utility Line.

1.60 Service Area. The term "Service Area" shall mean any areas on any Tract which are used to house or in which may be placed, located, operated or maintained trash compactors and enclosures, dumpsters, trash and garbage receptacles, trash compactors, loading facilities and docks, truck ramps, outside storage and delivery areas, outside electrical facilities, generators, and transformers, machinery, equipment and mechanical equipment such as heating, ventilating and air conditioning compressors, compressor units and condensers, and drive-through and customer pick-up areas.

1.61 Shopping Center. The term "Shopping Center" shall mean the Shop Space, the Outparcel, the Shopping Center Access Easement Areas, and the Shopping Center Parking Area.

1.62 Shopping Center Access Easement Areas. The term "Shopping Center Access Easement Areas" shall mean and refer to the access drives from U. S. Highway 31 into, along and through the Developer Tract including the Alley (which, pursuant to this Agreement, will also provide access to the City Tract).

1.63 Shopping Center Parking Area. The term "Shopping Center Parking Area" shall mean all areas on the Developer Tract other than the Shop Space, the Outparcel and the Shopping Center Access Easement Areas. The Shopping Center Parking Area is also shown on the Site Plan.

1.64 Shopping Center Signage. The term "Shopping Center Signage" shall mean and refer to the existing (and relocated) Shopping Center signage situated within the Sign Easement Area as shown on Exhibit G hereto.

1.65 Shop Space. The term "Shop Space" shall mean that portion of the Shopping Center which is designated as "Shop Space" on the Site Plan. The Shop Space shall be deemed to currently contain 23,444 gross square feet of Floor Area. The Shop Space also includes the Covered Walkway.

1.66 Signage Easement Area. The term “Signage Easement Area” shall mean that area designated on the Site Plan as the “Signage Easement Area”. The Signage Easement Area is part of the Common Area, subject to the provisions of Sections 2.04(b) and 4.01 below.

1.67 Site Plan. The term “Site Plan” shall mean the Site Plan of the Combined Tracts collectively attached hereto as Exhibits D-1 through D-6 and incorporated herein by reference. The Site Plan consists of the following exhibits: Exhibit D-1: general site plan reflecting locations of the City Lot and the Developer Tract (including the Shop Space, Outparcel and Outparcel Drive-Through); Exhibit D-2: location of the Alley; Exhibit D-3: [intentionally omitted]; Exhibit D-4: location of Building Area; Exhibit D-5: location of City Internal Drive and Shopping Center Access Easement Areas (which are designated as “Internal Drive” on said Exhibit D-5); and Exhibit D-6: Shopping Center Parking Area.

1.68 Taking. The term “Taking” is defined in Section 7.03 below.

1.69 Tract. The term “Tract” shall mean each portion of the Combined Tracts owned by a Party. As of the date hereof, there are two (2) Tracts, the first of which is the Developer Tract and the second of which is the City Lot.

1.70 Utility Lines. The term “Utility Lines” shall mean any and all lines, pipes, wiring, conduit, equipment, machinery and other apparatus and appurtenances necessary or required to provide Utility Services.

1.71 Unanticipated Costs. The term “Unanticipated Costs” is defined in Section 4.03(a) below.

1.72 Utility Services. The term “Utility Services” shall mean and refer to any and all publicly or privately owned or operated master television and/or cable television systems (including, without limitation, internet, broadband, WI-FI and other communication services, security and similar services) and electrical, natural gas, telephone, water and sanitary sewer services, storm drains and storm sewer and drainage systems.

1.73 Zoning Ordinance. The term “Zoning Ordinance” shall mean the then current zoning ordinance of the City of Vestavia Hills, Alabama.

ARTICLE II

EASEMENTS

2.01 Reciprocal Ingress and Egress Easements.

(a) Subject to the remaining terms and provisions of this Section 2.01, Developer does hereby grant to the City and its Permittees a permanent, perpetual and non-exclusive easement, in common with Developer and its Permittees, over, across, through, under and upon the Shopping Center Access Easement Areas for the purposes of providing pedestrian and vehicular ingress and egress to and from the City Tract and U.S. Highway 31.

(b) Subject to the remaining terms and provisions of this Section 2.01, the City does hereby grant to Developer and its Permittees a permanent, perpetual and non-exclusive easement, in common with the City and its Permittees, over, across, through, under and upon the City Internal Drive for the purposes of providing pedestrian and vehicular ingress and egress to and from the Shopping Center, which City Internal Drive and the adjoining parking and curbs will be configured substantially as shown on Exhibit D-5 attached hereto and incorporated herein by reference so as to allow garbage collection trucks and delivery trucks (other than "18-wheeler" trucks) serving the Shop Space reasonably convenient access from the Alley to the City Internal Drive from one end of the Alley and exiting through the other end of the Alley; provided, however, that prior to completion of construction of the City Hall on the City Lot (which completion shall be evidenced by the issuance of a certificate of occupancy for the City Hall by the City's Building Inspection Department or the occupancy of the City Hall for the conduct of business, whichever first occurs), the City reserves the right from time to time to temporarily relocate the area comprising the City Internal Drive to alternative areas on the City Lot so long as such alternative areas provide a reasonably convenient manner of access for such trucks from one end of the Alley and exiting through the other end of the Alley.

(c) The reciprocal easements granted by the Parties pursuant to this Section 2.01 shall be appurtenant to and benefit the Tract of the other Party and shall be binding upon, enforceable against and shall burden each Party's Tract. The easement rights granted pursuant to this Section 2.01 shall be subject to the following reservations as well as any other applicable provisions contained in this Agreement:

(i) The City reserves the right to close-off the City Internal Drive and Developer reserves the right to close-off any portion of the Shopping Center Access Easement Areas for such reasonable period of time as may be legally necessary in the opinion of such Party's counsel to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to any closing-off of any portion of the City Internal Drive or the Shopping Center Access Easement Areas, the Party desiring to do so shall provide written notice to the other Party and shall in good faith attempt to coordinate such closing-off with the other Party so that no unreasonable interference with the passage of pedestrians or vehicles shall occur;

(ii) Each Party reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using the applicable City Internal Drive or the Shopping Center Access Easement Areas; and

(iii) Each Party reserves the right to temporarily erect or place barriers in and around the applicable areas of the City Internal Drive or the Shopping Center Access Easement which are then being repaired, relocated or reconstructed in order to insure safety of Persons or the protection of property.

(d) Each Party shall take all action necessary to prohibit and prevent the parking of vehicles within the "Internal Drive" areas of the City Internal Drive and the Shopping Center Access Easement Areas, as applicable; provided, however, that the terms and provisions

of this Section 2.01(d) shall not be applicable to the City Internal Drive until completion of construction of the City Hall has occurred as provided in Section 2.01(b) above.

(e) With the prior written consent and approval of the other Party, the City shall have the right, at its sole cost and expense, to relocate the City Internal Drive and Developer shall have the right, at its sole cost and expense, to relocate the Shopping Center Access Easement.

(f) The Shopping Center Access Easement Areas and the City Internal Drive (following completion of construction of the City Hall as provided in Section 2.01(b) above) shall be maintained by Developer as part of the Common Area Maintenance Obligations.

2.02 Access and Parking Easements Within Shopping Center Parking Area.

(a) Subject to the remaining terms and provisions of this Section 2.02 and Section 3.02(e) below, Developer does hereby grant to the City, for its use and the use of its Permittees, in common with Developer and its Permittees, permanent, perpetual and non-exclusive easement for the passage and parking of vehicles and for pedestrian and vehicular ingress and egress in, to, over, across and upon the Shopping Center Parking Area. The easement granted herein shall be appurtenant to and for the benefit of the City Tract and shall be binding on, enforceable against and burden the Developer Tract.

(b) The easement rights granted pursuant to this Section 2.02 shall be subject to the following reservations as well as the other applicable provisions contained in this Agreement:

(i) Developer reserves the right to close-off any portion of the Shopping Center Parking Area for such reasonable period of time as may be legally necessary, in the opinion of Developer's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing-off any portion of the Shopping Center Parking Area, Developer shall give written notice to the City of its intention to do so and shall attempt to coordinate such closing-off with the City so that no unreasonable interference with the passage of pedestrians or vehicles shall occur;

(ii) Developer reserves the right at any time from time to time to exclude and restrain any Person who is not a Permittee from using the Shopping Center Parking Area; and

(iii) Each Party reserves the temporary right to place barriers in and around the Shopping Center Parking Area in connection with the performance of any Common Area Maintenance Obligations or the maintenance, repair and replacement of any Buildings or other improvements situated on either of the Combined Tracts; provided, however, that (1) no such barriers shall unreasonably interfere with pedestrian or vehicular ingress and egress to and from any Buildings situated on any of the Combined Tracts and (2) prior to the placement of any such barriers in and around the Shopping Center Parking Area, such Party shall give written notice to the other Party of its intention to do so, and shall

attempt to coordinate the erection or replacement of such barriers with the other party so that no unreasonable interference with the passage of pedestrians or vehicles shall occur.

(c) Developer does hereby grant to the City and its Permittees the right (i) up to four (4) times in each calendar year the right to utilize that portion of the Shopping Center Parking Area reflected in **Exhibit E** attached hereto and incorporated herein by reference for festivals or other activities sponsored or approved by the City or the Chamber of Commerce of the City of Vestavia Hills and (ii) during each holiday season, to erect and maintain, at the City's sole cost and expense, holiday decorations, including, without limitation, Christmas trees and lighting within the Shopping Center Parking Area. The City or its Permittees who are conducting any such events or activities shall be solely responsible for the removal of all trash, garbage, rubbish and debris within the Shopping Center Parking Area resulting from such events or activities.

(d) Subject to all of the terms and provisions of this Agreement, the Shopping Center Parking Area shall be maintained as part of the Common Area Maintenance Obligations. Except as may be otherwise required by any Governmental Requirements, no portion of the Shopping Center Parking Area (including the number, location or configuration of parking spaces within the Shopping Center Parking Area) shall be altered, relocated, restriped in a different location as exists as of the date of this Agreement, or otherwise changed without the approval of the then owner of the City Lot.

(e) The parties acknowledge and agree that reciprocal or cross parking easements do not extend to and are not granted by the City with respect to any parking areas located within the City Lot. The City reserves the right to restrict and prohibit parking within the parking areas of the City Lot to only those Persons authorized by the City.

(f) Developer covenants and agrees that except to the extent required by any Government Requirements (e.g., handicap parking), no parking spaces within the Shopping Center Parking Area shall be assigned or reserved for any Person.

2.03 Utilities.

(a) Subject to the remaining terms and provisions of this Section 2.03, Developer does hereby grant to the City a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Shopping Center Access Easement Areas and the Shopping Center Parking Area for the purpose of constructing, installing, operating, maintaining, repairing and replacing from time to time underground Utility Lines necessary to provide any Utility Services to the City Tract, subject to the following:

(i) All Utility Lines shall be located underground except (1) as may be necessary during periods of construction, reconstruction, repair or temporary service and (2) for any above-ground fire hydrants, man holes and storm water inlets;

(ii) All Utility Lines constructed by the City within the Shopping Center Access Easement Areas and the Shopping Center Parking Area

shall be constructed by the City at its sole cost and expense and in accordance with all applicable Government Requirements and the requirements of any utility providers which may provide Utility Services through any such Utility Lines constructed by the City; and

(iii) The exercise of the easement rights granted in this Section 2.03(a) shall be exercised subject to all of the terms and provisions of Sections 3.07, 3.08, 3.09 and 3.10 below.

(b) Developer does hereby grant to the City a permanent, perpetual and non-exclusive easement to connect to and otherwise utilize the existing sanitary sewer and storm sewer Utility Lines situated within any portion of the Shopping Center Access Easement Areas or the Shopping Center Parking Area subject to the following:

(i) The City shall, at its sole cost and expense, be responsible for obtaining all necessary consents and approvals from any Governmental Authorities and the providers of any such Utility Services, if applicable, in order to utilize such existing sanitary sewer and/or storm sewer Utility Lines; no representation is made by Developer that Governmental Authorities and the providers of any such Utility Services, as applicable, will allow such connection;

(ii) To the extent any such sanitary sewer and/or storm sewer Utility Lines must be enlarged replaced or modified as a result of the exercise of the easement rights granted herein, all costs of enlarging or modifying any such sanitary and/or storm sewer Utility Lines, and all costs of obtaining approval for and installing new Utility Lines, if required, shall be performed by the City at its sole cost and expense; and

(iii) The exercise of the easement rights granted in this Section 2.03(b) shall be exercised subject to all of the terms and provisions of Sections 3.07, 3.08, 3.09 and 3.10 below.

(c) Developer does hereby grant to the City a permanent, perpetual and non-exclusive easement and right to connect and tie-onto any electrical lines situated within the Shopping Center Parking Area in order that any lighting and/or light standards situated within the City Internal Drive may be connected to the lighting system utilized for the Shopping Center Parking Area, subject to Governmental Requirements and approval of Governmental Authorities and the providers of any such Utility Services, if and to the extent required. Any such connection or tie-in by the City shall be at the sole cost and expense of the City; provided, however, that following the completion of such connection or tie-in, all electrical service charges and the costs to maintain any such light standards constructed or installed within the City Internal Drive shall become part of the Common Area Maintenance Obligations of Developer.

(d) To the extent requested by either Party or by any provider of Utility Services, including any Governmental Authority, each Party agrees to (i) join in the execution of any easement agreements, in recordable form, evidencing any easement for Utility Lines granted pursuant to this Section 2.03 and (ii) execute and deliver any and all other documents,

instruments and agreements necessary or required to transfer any of the Common Utility Lines to any provider of Utility Services, including any Governmental Authority.

2.04 Sign Easement.

(a) Subject to the provisions of Section 2.04(b) below, Developer does hereby grant to the City a permanent, perpetual and exclusive easement and right to construct, install, operate, maintain, repair and replace from time to time, signage (the "City Signage") within the Signage Easement Area.

(b) Developer does further grant to the City the right to relocate any existing Shopping Center signage (the "Shopping Center Signage") from its present location as shown on Exhibit G attached hereto to the new location for the Shopping Center Signage shown on Exhibit G, subject to the following:

(i) All cost and expenses relating to the relocation of the Shopping Center Signage shall be paid by the City;

(ii) All cost and expenses of constructing and installing the City Signage shall be paid by the City;

(iii) Following the relocation of the Shopping Center Signage and the construction of the City Signage, the City shall, at its sole cost and expense, landscape the areas around the City Signage and the relocated Shopping Center Signage;

(iv) The size and height of the City Signage shall satisfy all Governmental Requirements and shall not block or interfere with the visibility from U.S. Highway 31 of the names of the existing tenants of the Shopping Center set forth on the relocated Shopping Center Signage. The approximate size and location of the City Signage is depicted in Exhibit G-1 attached hereto and incorporated herein by reference. Such signage shall not consist in whole or part of rotating, flashing or animated signs, neon signs or electronic message board signs; and

(v) Any installations or relocations undertaken by the City pursuant to this Section 2.04(b) shall be subject to Governmental Requirements and approval of Governmental Authorities and the providers of any such Utility Services, if and to the extent required.

(c) Developer does further grant to the City the right to connect to the existing underground electrical lines and water lines which currently provide Utility Services to the existing signage and sprinkler (irrigation) system for the Shopping Center situated along or adjacent to U. S. Highway 31 in order to provide electrical service and sprinkler (irrigation) service to any such City Signage and any landscaping erected or installed by the City within the Sign Easement Area.

(d) Following completion of construction and installation by the City of the City Signage and any irrigation and landscaping within the Signage Easement Area, such areas shall be maintained as follows: (i) all costs of operating and maintaining electrical and water lines serving the City Signage and any landscaping relating thereto and all costs and expenses relating to providing electrical and water services within the Signage Easement Area shall be paid for by Developer as part of its Common Area Maintenance Obligations and (ii) all costs of maintaining, repairing and replacing from time to time the City Signage shall be undertaken and paid for solely by the City.

(e) Developer reserves the right to modify, alter, change, replace and reconstruct the existing Shopping Center signage situated within the Shopping Center Parking areas so long as (i) such signage does not visually interfere with the City Signage constructed by the City within the Signage Easement Area and (ii) complies with all then applicable sign ordinance and regulations of the City.

2.05 Fences. No Party may erect fences, barricades or other barriers within the Common Area except as otherwise allowed by the terms and provisions of Sections 2.01(c)(iii) and 2.02(b)(iii) above and Section 3.02(e) below. Notwithstanding anything provided in this Agreement to the contrary, the City shall have the right, at its option and at its sole cost and expense, to erect and maintain, fencing, walls or other barriers in, along, around and upon any parking areas situated solely within the City Lot so long as such fencing, walls, barrier or barricades do not prevent or materially interfere with the use of the City Internal Drive situated on the City Lot.

2.06 Deliveries and Use of Alley and City Internal Drive. The Parties acknowledge and agree that (a) the Alley and the City Internal Drive are not, and will not, be designed for deliveries or use by so-called "18-wheeler" trucks and (b) each Party, for itself and its respective Permittees, will take all action reasonably necessary to restrict and prohibit the use of the Alley and the City Internal Drive for deliveries by so-called "18-wheeler" trucks. The City covenants and agrees that the parking area on the City Lot adjacent to the Alley and the City Internal Drive shall be configured substantially as shown on Exhibit D-5 hereto and used so as not to materially interfere with the use of the Alley and the City Internal Drive by Permittees of the Shop Space, including, specifically, garbage collection trucks and delivery trucks (other than "18-wheeler" trucks).

2.07 Easements for Installation of Landscaping and Lighting.

(a) Developer does hereby grant to the City a permanent, perpetual, non-exclusive easement to construct and install trees and other landscaping, irrigation systems and light fixtures and standards within those areas along the northern boundary of the Shopping Center Parking Area, as shown on the Approved Conceptual Plans; provided, however, that (i) not more than twenty-three (23) parking spaces within the Shopping Center Parking Area may be removed in connection with such landscaping and lighting work, (ii) if the City elects to construct and install trees and other landscaping, irrigation systems and lighting within those areas along the northern boundary of the Shopping Center Parking Area, as shown on the Approved Conceptual Plans, then the City shall also construct and install (and is hereby granted the right to remove and install) trees and lighting within the existing landscaping islands located

in the Shopping Center Parking Area directly in front of the Shop Space, as shown on the Approved Conceptual Plans, which trees and lighting shall be substantially equal in quality, size and quantity as that constructed and installed along the northern boundary of the Shopping Center Parking Area (as shown on the Approved Conceptual Plans) and (iii) upon completion of construction and installation of such trees, other landscaping, irrigation systems and lighting, the same shall constitute and become part of the Common Area and shall be operated, maintained, repaired and replaced by Developer as part of the Common Area Maintenance Obligations.

(b) In connection with the exercise of the easement rights granted by Developer to the City pursuant to Section 2.07(a) above, Developer does hereby grant to the City a permanent, perpetual and non-exclusive easement and right to connect and tie-onto any electrical lines and irrigation lines situated within those areas of the Shopping Center Parking Area in order that any lighting and/or light standards and irrigation systems situated within the easement areas described in Section 2.07(a) above may be connected to the lighting and irrigation systems utilized for the Shopping Center Parking Area, subject to Governmental Requirements and approval of Governmental Authorities and the providers of any such Utility Services, if and to the extent required. Any such connection or tie-in by the City shall be at the sole cost and expense of the City; provided, however, that following completion of such connection of such tie-in, all electrical service charges and water service charges and the cost to maintain any such light fixtures and standards and irrigation systems constructed or installed by the City pursuant to Section 2.07(a) above shall become part of the Common Area Maintenance Obligations of Developer.

2.08 No Additional Easement Rights. Except as otherwise provided in this Article II, Developer covenants and agrees not to grant, lease, license, allow or permit any Person (other than Permittees) any rights to use the Shopping Center Access Easement Areas or the Shopping Center Parking Area, other than for future Utility Lines (including, but not limited to, replacements) serving the Developer Tract so long as Developer complies with the terms and provisions of Sections 3.07 and 3.09 hereof.

ARTICLE III

CONSTRUCTION

3.01 General Requirements.

(a) Each Party agrees that all construction activities performed or authorized by it within its respective Tract shall be performed in compliance with all Governmental Requirements. All construction shall utilize new materials and shall be performed in a good and workmanlike manner.

(b) Each Party further agrees that any construction activities performed or authorized by it shall not:

(i) Unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the Combined Tracts by any other Party or its Permittees; or

(ii) Cause any Building located on such Party's Tract to be in violation of any Governmental Requirements.

(c) Each Party agrees to defend, protect, indemnify and hold harmless each other Party from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees, expenses and court costs, arising out of or resulting from any construction activities performed or authorized by such indemnifying Party; provided, however, that the foregoing shall not be applicable to either events or circumstances caused by the negligence or willful act or omission of such indemnified Party, its licensees, concessionaires, agents, servants, employees, or anyone claiming by, through, or under any of them, or claims covered by the release set forth in Section 6.05(c) below.

(d) Subject to the terms and provisions of Section 3.02(d) below, all storage of materials and the parking of construction vehicles, including vehicles of workers, and construction machinery and equipment shall occur only on the constructing Party's Tract. Upon completion of such work, the constructing Party shall, at its expense, restore any damaged portions of the Common Area to a condition equal to or better than that which existed immediately prior to the commencement of such work.

(e) Each Party hereby grants and conveys to each other Party and to such Party's contractors, materialmen and laborers a temporary license for access and/or use over and across the Shopping Center Access Easement Areas, the Shopping Center Parking Area, and the City Internal Drive, respectively, as shall be reasonably necessary in connection with the construction and maintenance of any improvements upon the other Party's Tract; provided, however, that such license shall be in effect only during such periods of time when actual construction and/or maintenance is being performed and provided further that the use of such license shall not unreasonably interfere with the use and operation of the Shopping Center Access Easement Areas, the Shopping Center Parking Area, and the City Internal Drive, respectively, by the other Party or its Permittees.

3.02 Construction of City Hall.

(a) Developer has heretofore approved the Approved Conceptual Plans for the construction of the City Hall on the City Lot. The City covenants and agrees to construct the City Hall in substantial accordance with the Approved Conceptual Plans. Any material deviation in the actual exterior building elevations and the massing plan or in the general site plan affecting the City Lot must be approved in writing by Developer, which approval shall not be unreasonably withheld or delayed; however, Developer may withhold consent in its discretion to any change that reduces the square footage below the minimums set forth in Section 3.02(b), that relocates the front or main door of City Hall or that changes the building elevations of the front portion of City Hall parallel to U. S. Highway 31 to less than two (2) full stories.

(b) The City covenants and agrees to construct one (1) or more Buildings on the City Lot containing not less than 28,500 gross square feet of Floor Area which will initially be used as a City Hall; provided, however, that the total Floor Area of all Buildings situated on the City Tract shall contain, in the aggregate, at least 40,000 gross square feet of Floor Area.

The City covenants and agrees to complete its final plans (copies of which will be provided to Developer) and then commence demolition of the existing structure on the City Lot, all within six (6) months from the date hereof, but will not commence demolition until such plans are completed and the City is ready to commence construction. Promptly following completion of demolition of such existing structure, the City agrees to proceed with commercially reasonable diligence to complete construction of the City Hall on a construction schedule such that City Hall would be completed within 24 months from the date hereof. In each case such required commencement and completion dates are subject to extensions thereof which may result from any matters of Force Majeure.

(c) Service Areas for any Buildings constructed on the City Lot shall be located at the side or rear of such Buildings.

(d) In connection with the demolition of the existing improvements on the City Lot and the construction of Buildings on the City Lot, the City agrees to use reasonable efforts to utilize the City Lot for the storage of materials and the parking of construction vehicles, machinery and equipment, including vehicles of workers, and to access the City Lot from the rear of the City Lot to the extent feasible so as not to interfere with the existing businesses of Permittees on the Developer Tract (subject to the Construction Staging Easement granted pursuant to Section 3.02(e) below).

(e) Notwithstanding anything provided to the contrary in Section 3.02(d) above, Developer does hereby grant to the City during the initial construction of the City Hall a construction staging and storage easement to the extent necessary for the storage of construction materials and the parking of construction vehicles, equipment and machinery, including vehicles of workers, within the Construction Staging Area. To the extent the City utilizes the Construction Staging Area, then (i) the City shall fence or erect other barricades around the Construction Staging Area during the initial construction of the City Hall and (ii) on or before completion of construction of the City Hall, the City shall remove all fencing and barricades from the Construction Staging Area and repair and replace any damage to the Construction Staging Area caused by the use of such area for the storage of materials and the parking of construction vehicles, machinery and equipment.

(f) In the event the City does not complete its plans (and furnish copies of the completed plans to Developer) and commence demolition of the existing structure on the City Lot within six (6) months from the date hereof or does not then proceed with commercially reasonable diligence to complete construction of the City Hall in accordance with a construction schedule that would accomplish completion of the City Hall within 24 months from the date hereof, in each case subject to extensions thereof which may result from any matters of Force Majeure, then Developer may, at its option, provide written notice of such failure to the City (the "Development Default Notice"). In the event the City does not take reasonable action within thirty (30) days following the giving of the Development Default Notice to cure such failure, then Developer shall have the right (but not the obligation), at its option, to repurchase the City Lot upon written notice (the "Repurchase Notice") given to the City on or before ninety (90) days following the giving of such Development Default Notice. The Repurchase Notice must provide that Developer has elected to repurchase the City Lot in accordance with the remaining terms and provisions of this Section 3.02(f) and shall specify a closing date (the "Repurchase

Closing Date”) not more than thirty (30) days from the date of the Repurchase Notice for the closing of the repurchase of the City Lot. If Developer has timely given the Repurchase Notice, then on the Repurchase Closing Date (i) Developer shall repurchase the City Lot for a purchase price equal to \$950,000.00, which purchase price shall be paid in cash by wire transfer to the City on the Repurchase Closing Date and (ii) upon payment of such purchase price by the Developer to the City, the City agrees to transfer and convey the City Lot to Developer by statutory warranty deed, free and clear of all mortgages, liens and encumbrances other than those matters of title in existence as of the date of this Agreement. In the event such repurchase option is exercised by Developer, the City shall be solely responsible for causing any and all mortgages, liens and other encumbrances of any nature to be removed of record from the City Lot. No real estate brokerage fees, commissions or other sums shall be payable by the City in the event Developer elects to repurchase the City Lot. The repurchase option granted herein must be exercised by Developer providing the Repurchase Notice to the City no later than ninety (90) days following the giving of the Development Default Notice. The failure of Developer to exercise the repurchase option granted pursuant to this Section 3.02(f) shall not be deemed to be, or constitute, a waiver of any other rights and remedies available to Developer under this Agreement or as may be provided at law or in equity should the City fail to commence such demolition work or proceed with reasonable diligence to complete construction of the City Hall as provided above.

(g) In addition to the remedy set forth in Section 3.02(f) above or otherwise set forth in this Agreement, in the event the City does not complete its plans (and furnish copies of the completed plans to Developer) and commence demolition of the existing structure on the City Lot within six (6) months from the date hereof or does not proceed with commercially reasonable diligence to complete construction of the City Hall in accordance with a construction schedule that would accomplish completion of the City Hall within 24 months from the date hereof, in each case subject to extensions thereof which may result from any matters of Force Majeure, then Developer may, at its option, provide a written notice of default to the City, and so long as such default continues to exist the City's Prorata Share shall be 100%, but upon such cure of such default the City's Prorata Share shall revert to the percentage set forth in Section 4.04(a).

3.03 Parking and Lighting.

(a) The current number of parking spaces situated within the Shopping Center Parking Area totals 207 spaces which, based on current parking requirements set forth in the City's zoning ordinance, results in a minimum requirement of 143 parking spaces (the "Developer Spaces") for the existing uses within the Shop Space and the Outparcel (calculated on the basis of one (1) space for each 200 square feet of Floor Area within the Shop Space and Outparcel, adjusted for the Restaurant in the Shop Space and the banking operation on the Outparcel). As a result of the foregoing, the remaining 73 parking spaces (the "City Spaces") are available for use by the City Lot (216 total parking spaces less 143 Developer Spaces); provided, however, that if the City exercises its rights under Section 2.07 above, then the number of City Spaces shall be reduced by the total number of parking spaces (not to exceed 23 parking spaces) which are eliminated as a result of the City's election to install landscaping and lighting within the Shopping Center Parking Area. Subject to the provisions of Section 7.04(c) below, the City shall at all times maintain sufficient parking within the boundaries of the City Lot which, together with the City Spaces, will provide the minimum number of parking spaces for

the Buildings located on the City Lot (based on one (1) space for each 250 square feet of Floor Area within all Buildings located on the City Lot), to satisfy the minimum parking requirements under the Zoning Ordinance, without requirement for any variance; provided, however, that if the City enters into a reciprocal parking agreement with any adjoining property owner, then the number of parking spaces required to be located on the City Lot may be reduced to the extent permitted by Governmental Requirements (without a variance) by the number of parking spaces which can be utilized by the City pursuant to any such reciprocal parking agreement with any such adjoining property owner. The City shall be solely responsible for maintaining all parking areas situated within the boundaries of the City Lot, including, without limitation, providing appropriate lighting of such parking areas which shall at all times satisfy minimum Governmental Requirements (subject to the provisions of Section 3.03(c) below).

(b) Developer covenants and agrees that the uses within the Shop Space and Outparcel will not, at any time, result in the number of parking spaces required by the Zoning Ordinance to exceed the number of Developer Spaces.

(c) In connection with the initial construction of the City Hall on the City Lot, Developer does hereby grant to the City the right (but without any obligation of the City to do so) to replace and/or refurbish the existing light fixtures and standards situated within the Common Area so long as the light fixtures and standards within the Common Area and within the parking areas on the City Lot are substantially comparable in design and lighting. Following such replacement or refurbishment, Developer shall maintain such light standards and fixtures as part of the Common Area Maintenance Obligations. In the event the City does not elect to replace or refurbish the light fixtures and standards within the Common Area, then the light fixtures and standards installed by the City within the parking areas of the City Lot shall be comparable in general appearance to those then being utilized in the Shopping Center Parking Area.

3.04 Construction/Reconstruction on Developer Tract.

(a) No additional Buildings or other improvements may be constructed within the Shopping Center Access Easement Areas or Shopping Center Parking Area. The total gross square footage of Floor Area of all Buildings situated on the Developer Tract shall be limited to not more than (i) 23,444 square feet of Floor Area within the area comprising the Shop Space and (ii) 4,228 square feet of Floor Area within the area comprising the Outparcel. Any reconstruction or new construction for the Shopping Center shall be limited to the existing Building Area. No portion of the Covered Walkway shall be improved with Buildings or other enclosed structures or structures inconsistent with use as a walkway, except that nothing herein shall prevent use of space directly in front of any Restaurant tenant from being utilized for outdoor seating if permitted by Governmental Requirements.

(b) The building heights for any Buildings within the Shop Space and the Outparcel shall not be enlarged or increased above the building heights which currently exist as of the date of this Agreement for the Shop Space and the Outparcel (as such building heights are reflected on Exhibit F attached hereto and incorporated herein by reference).

(c) No Buildings shall be constructed within the Outparcel Drive-Through. The location of any Building situated on the Outparcel may not be increased in size, height or location from the size, height and location of the existing Building situated on the Outparcel as of the date of this Agreement.

(d) All Service Areas for the Shop Space shall be located at the rear of the existing Shop Space. No Service Areas shall be allowed on the Outparcel; provided, however, that (i) the existing Service Area situated at the rear of the Building on the Outparcel may be maintained in its present location so long as such Service Area remains screened from view by painted wooden fencing (as is presently situated on the aforesaid Service Area for the Outparcel), (ii) deliveries shall be allowed through the rear doors of the Building situated on the Outparcel and (iii) the existing Outparcel Drive-Through may be used for banking customer purposes.

(e) Any exterior Building alteration, construction or reconstruction within the Developer Tract occurring at any time after the date of this Agreement must be approved in writing by the City, which approval shall not be unreasonably withheld; provided, however, that except as otherwise provided to the contrary in Section 7.01(d) below, any alteration, construction or reconstruction of any Buildings and improvements to the Developer Tract must be substantially equal to the quality and architectural style of construction as either (a) the improvements on the City Lot, or (ii) existed for such Buildings and improvements immediately prior to such alteration, construction or reconstruction (assuming that such Buildings and improvements have been properly maintained by Developer at all times prior to such alteration, construction or reconstruction in accordance with the terms and provisions of Section 4.01 below).

3.05 Construction Indemnity. Each Party covenants and agrees to, and does hereby, indemnify, agree to defend and hold the other Party harmless from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees, expenses and costs of suit, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever cause to, any natural person or the property of any Person, which may occur by reason of the performance of any construction by or at the request of the indemnifying Party, except for claims or liabilities arising from the intentional act or negligence of the indemnified Party or any of its Permittees.

3.06 Repair of Common Area and Removal of Construction-Related Debris and Equipment. Each Party covenants and agrees, at such Party's sole cost and expense, to (a) promptly repair any damage to the Common Area caused by or resulting from any construction work undertaken on such Party's Tract, (b) during the construction of any improvements on such Party's Tract, remove, on at least a weekly basis, any and all construction-related garbage, trash, rubbish and debris from such Party's Tract and any of the Common Area resulting from construction activities on such Party's Tract and (c) promptly following completion of construction of any Buildings or other improvements on such Party's Tract remove from such Party's Tract (and, in the case of the City, the City shall remove from the Construction Staging Area, if utilized by the City) any and all construction materials, machinery, and equipment utilized in connection with any such construction activities.

3.07 Future Utility Lines. From and after the date hereof, any and all Utility Lines constructed, installed, operated, repaired or replaced on or within any portion of the Combined Tracts shall be located and maintained below ground at all times; provided, however, that the foregoing shall not be applicable to (a) temporary overhead Utility Lines utilized solely during the construction or re-construction of any Buildings or other improvements on a Tract, (b) utility meters, heating, ventilating and air conditioning equipment including generators, transformers and any other equipment necessary to provide any Utility Services to any Buildings, but only to the extent the same are installed or placed either at the rear of or on the side of any Buildings or any top of Buildings and, in each case, are not visible from the Shopping Center Parking Area, (c) any telecommunication equipment on the City Lot which are located behind the Building on the City Lot, (d) manholes and manhole covers, (e) storm drainage inlets, (f) any exterior lighting for any Buildings, the Shopping Center Access Easement Areas or the Shopping Center Parking Area, (g) the City Signage or the Shopping Center Signage so long as all meters, transformers and other equipment for the same are screened from view from the Shopping Center Parking Area by landscaping, or (h) any irrigation systems for any of the Combined Tracts.

3.08 Repaving and Restriping Immediately Prior to Completion of Construction of City Hall.

(a) Notwithstanding anything provided to the contrary in this Agreement, Developer and the City agree that, subject to the terms and provisions of Section 3.08(b) below, the Shopping Center Access Easement Areas and the Shopping Center Parking Area shall be repaved and restriped by the City immediately prior to the completion of construction of the City Hall in accordance with the following:

(i) The City shall provide to Developer for approval, which approval shall not be unreasonably withheld or delayed, written estimates (the "City Repaving Estimate") of the costs to repave and restripe the Shopping Center Access Easement Areas (excluding the Alley to the extent the provisions of Section 3.08(b) below are not applicable) and the Shopping Center Parking Area;

(ii) Developer shall, on or before ten (10) days following the giving of the City Repaving Estimate, either approve or disapprove of the same by written notice given to the City. If Developer either (1) approves the City Repaving Estimate or (2) fails to timely respond to the City Repaving Estimate within such 10-day period, then Developer shall be deemed to have irrevocably approved the City Repaving Estimate in which event the City shall undertake the repaving and restriping of the Shopping Center Access Easement Areas (excluding the Alley to the extent the provisions of Section 3.08(b) below are applicable) and the Shopping Center Parking Area and Developer shall reimburse the City for 47.52% of the actual costs incurred by the City with respect to such work; provided, however, that in no event shall Developer's share of the costs of such work exceed 47.52% of the City Repaving Estimate;

(iii) If Developer timely disapproves in writing the City Repaving Estimate within ten (10) business days following the giving of the City Repaving Estimate, then Developer shall have the right to obtain and provide to the City, within ten (10) business days following Developer's written disapproval of the

City Repaving Estimate, written estimates (the “Developer Repaving Estimate”) of the costs to repave and restripe the Shopping Center Access Easement Areas (excluding the Alley to the extent the provisions of Section 3.08(b) below are applicable) and the Shopping Center Parking Area. If the Developer Repaving Estimate provided to the City within ten (10) business days following Developer’s written disapproval of the City Repair Estimate is less than the City Repaving Estimate, then the City shall be deemed to have irrevocably approved the Developer Repaving Estimate, in which event Developer shall undertake the repaving and restriping of the Shopping Center Access Easement Areas (excluding the Alley to the extent the provisions of Section 3.08(b) below are applicable) and the Shopping Center Parking Area and the City shall reimburse Developer for 52.48% of the actual costs incurred by Developer with respect to such work; provided, however, that in no event shall the City’s share of the costs of such work exceed 52.48% of the Developer Repaving Estimate;

(iv) If the Developer Repaving Estimate is higher than the City Repaving Estimate, or if Developer fails to timely deliver to the City the Developer Repaving Estimate within ten (10) business days following Developer’s written disapproval of the City Repaving Estimate, then Developer shall be deemed to have irrevocably approved the City Repaving Estimate and the City shall undertake the repaving and restriping of the Shopping Center Access Easement Areas (excluding the Alley to the extent the provisions of Section 3.08(b) below are applicable) and the Shopping Center Parking Area in accordance with the terms and provisions of Section 3.08(a)(ii) above;

(v) Any amounts owing by Developer to the City or by the City to Developer pursuant to the terms and provisions of this Section 3.08(a) shall be paid in full no later than thirty (30) days from the date a written invoice for the payment of the same is given by one Party to the other Party; and

(vi) All repaving and restriping of the Shopping Center Access Easement Areas (excluding the Alley to the extent the provisions of Section 3.08(b) below are applicable) and the Shopping Center Parking Area shall be completed no later than the date of completion of construction of the City Hall.

(b) Notwithstanding the provisions of Section 3.08(a) above, if, in connection with the initial construction of the City Hall, the City exercises its easement rights to construct any Utility Lines within the Alley which result in the disturbance of the pavement within the Alley, then the City shall, at its sole cost and expense, repave all of the Alley to the point of intersection with the City Lot on or before completion of construction of the City Hall. Developer and the City agree to mutually coordinate their respective repaving obligations set forth in this Section 3.08.

3.09 Paving and Restriping Following Utility Work. After the repaving and restriping of the Shopping Center Access Easement Areas and Shopping Center Parking Area pursuant to the provisions of Section 3.08 above, if any Party elects to thereafter utilize or undertake the

construction, installation, maintenance, repair or replacement of any Separate Utility Lines or due to such Party's desire or need to increase the capacity of Common Utility Lines within any portion of the Common Area which results in the disturbance of the pavement of the Common Area, then the Party undertaking such work shall, at its sole cost and expense, be solely responsible for repaving and restriping the all of the applicable portion of paved areas within the Common Area which have been disturbed by such utility work (e.g., if the pavement within the Alley has been disturbed, then all of the Alley must be repaved; if the pavement for the Shopping Center Access Easement Areas has been disturbed, then all of the applicable drive within such Shopping Center Access Easement Areas must be repaved and restriped; and if the pavement in the Shopping Center Parking Lot is disturbed, then all of the Shopping Center Parking Lot must be repaved and restriped). The foregoing obligation shall not be limited to the areas of the Common Area disturbed by such utility work. Any costs and expenses incurred by either Party pursuant to this Section 3.09 shall not constitute part of the Common Area Maintenance Cost and the other Party shall not have any obligation to pay any cost and expenses of the same.

3.10 Interference With Permittees. Except for those areas within the Common Area utilized by the City for the Construction Staging Area pursuant to Section 3.02(e) above, any construction activities undertaken within any Common Area by either of the Parties or any of their respective Permittees shall be conducted in a manner so as not to interfere in any material respect with the existing businesses of either of the Parties or their respective Permittees, including, without limitation, interference with vehicular and pedestrian access and parking.

ARTICLE IV

MAINTENANCE AND REPAIR

4.01 Maintenance of Tracts. Except for the performance by Developer of the Common Maintenance Obligations with respect to the City Internal Drive, as hereinafter provided, each Party shall be solely responsible for maintaining, repairing and replacing such Party's respective Tract and all Buildings and other improvements situated thereon in a good condition and state of repair, substantially similar to other first-class retail or retail/office building mixed-use developments within the greater Birmingham-Hoover, Alabama metropolitan area and in accordance with all Governmental Requirements and the terms and provisions of this Agreement. Such obligations shall include, without limitation, (a) the storage of trash and garbage on the Tract of such Party in adequate containers within the Services Areas for that Tract and the regular, routine removal of all such trash and garbage from the Tract of such Party, (b) the maintenance, upkeep, repair and replacement solely by the City of all landscaping on the City Lot, (c) the maintenance, upkeep, repair and replacement solely by Developer (or its Occupants) of all landscaping on the Outparcel, (d) except as provided in Section 4.02(a)(ix) below, the maintenance, upkeep, repair and replacement by the City solely of the City Signage, and (e) except as provided in Section 4.02(a)(ix), the maintenance, upkeep, repair and replacement solely by Developer of the Shopping Center Signage.

4.02 Maintenance of Common Area.

(a) Subject to the provisions of Sections 3.06, 3.07, 3.08, and 3.09 above and Section 4.03 below, throughout the term of this Agreement, Developer shall cause all of the

Common Area Maintenance Obligations to be timely and completely performed and shall maintain all of the Common Area in a sightly condition and good state of repair, in a comparable condition and state of repair substantially similar to other first-class retail developments and/or mixed retail and office developments in the great Birmingham-Hoover, Alabama metropolitan area; provided, however, that the Common Area shall at all times be operated and maintained in compliance with all applicable Governmental Requirements and the provisions of this Agreement. The Common Area Maintenance Obligations of Developer shall include, without limitation, the following:

(i) Drives and Parking Areas. Maintaining and repairing all paved surfaces and curbs within the Common Area in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resurfacing and resealing and restriping in accordance with the provisions of Section 4.02(a)(iii) below;

(ii) Debris and Refuse. Subject to the provisions of Sections 2.02(c), 3.06, 3.08, and 3.09 hereof, weekly removing papers, debris, filth, refuse, ice and snow (2" on surface), including vacuuming and broom-sweeping within the Common Area weekly, but in any event to the extent necessary to constitute commercially reasonable efforts to keep the Common Area in a first-class, clean and orderly condition; provided, however, that trash and/or garbage removal from any Buildings shall not be considered a Common Area Maintenance Obligation since such removal obligation is the obligation of the Party owning each Tract, as provided in Section 4.01 above. All sweeping shall be at appropriate intervals during such times as shall not unreasonably interfere with the conduct of business or use of the Common Area by Permittees (this shall not impair Developer's ability to perform sweeping after 11 p.m. or before 8 a.m., even if an Occupant is operating during such hours);

(iii) Directional Signs and Markers and Restriping. Maintaining, cleaning and replacing any appropriate directional, stop or handicapped parking signs or markers within the Common Area; restriping parking lots, parking spaces, and drive lanes within the Common Area at least every 60 months, but in any event as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian cross-walks;

(iv) Lighting. Maintaining, cleaning, repairing and replacing Common Area lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers, illuminating the Common Area as provided in this Section 4.02(a)(iv); provided however, that (1) exterior Building lighting fixtures, including any lighting fixtures associated with a canopy or other architectural feature forming a part of such Building, shall be considered a part of such Building and not a Common Area Maintenance Obligation, and (2) the maintenance and replacement of any such Building lighting and lighting fixtures, and the cost of illumination for any such Building and Building fixtures, shall be the obligation of the Party upon whose Tract such

Building and Building lighting fixtures are located. The lighting system for the Common Area shall provide lighting solely for the Common Area and not for any Buildings situated on either of the Combined Tracts. All such lighting of the Common Area shall be provided on a continuous basis from dusk to dawn each year 365 days per year (including holidays and weekends) and shall provide lighting using a lamp source which satisfies all minimum Governmental Requirements. If, pursuant to Section 3.03(c) above, the City elects to refurbish or replace any light fixtures or standards within the Common Area, then all future repairs and replacements of light fixtures shall be substantially equivalent to the fixtures installed by the City;

(v) Landscaping. Maintaining and replacing all exterior landscape plantings, trees and shrubs within the Common Area and the Sign Easement Area in an attractive and thriving condition, trimmed and reasonably weed-free; maintaining and replacing exterior landscape planters within the Common Area; providing water for landscape irrigation within the Common Area and the Sign Easement Area through a properly maintained system, including performing any seasonal (start up and/or winterization) maintenance thereto, and any modifications to such system to satisfy governmental water allocation or emergency requirements;

(vi) Obstructions. Keeping the Common Area free from any obstructions, including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Agreement;

(vii) Sidewalks. Maintaining, repairing, cleaning and replacing sidewalks within the Common Area; provided, however, that the Covered Walkway shall not constitute part of the Common Area and shall be maintained by the Party which owns the Shop Space;

(viii) Common Utility Lines. Maintaining, cleaning, replacing and repairing any and all Common Utility Lines;

(ix) Signage. Providing electrical illumination of the City Signage (and the Shopping Center Signage) from dusk until dawn every day, 365 days per year (including holidays and weekends), except as otherwise agreed in writing from time to time by all of the Parties; provided, however, that except for electrical costs for illumination of the City Signage and the Shopping Center Signage as provided above and landscaping of the Sign Easement Property as provided in Section 4.02(a)(v) above, the costs and expenses of constructing, operating, repairing and maintaining (1) the City Signage shall be performed and paid for solely by the City and shall not constitute Common Area Maintenance Costs and (2) the Shopping Center Signage shall be performed and paid for solely by Developer and shall not constitute Common Area Maintenance Costs; and

(x) Utilities. Pay all bills for Utility Services for the Common Area and within the Sign Easement Area.

Notwithstanding anything contained herein to the contrary, each Party shall have the obligation to operate, maintain, and repair, at its sole cost and expense, all Buildings, Service Areas and other improvements situated on such Party's Tract in a clean and sightly condition and good state of repair substantially similar to other first-class retail developments and/or mixed retail and office developments in the greater Birmingham-Hoover, Alabama metropolitan area and otherwise performing its respective obligations set forth in Section 4.01 above (the costs of which shall not be Common Area Maintenance Obligations).

(b) Commencing on the date hereof, Developer shall, in accordance with the Budget approved by the City, operate and maintain the Common Area and perform the Common Areas Maintenance Obligations in accordance with the requirements of Section 4.02(a) above. Developer shall expend only such funds as are reasonably necessary for the operation and maintenance of the Common Area and the performance of the Common Area Maintenance Obligations and only to the extent set forth in the Budget approved by the City and shall pay all Common Area Maintenance Costs when incurred. Developer may hire Persons which are Affiliates with it to perform the maintenance, operation and repair of the Common Area, but only if the rates charged by such Affiliates are reasonably competitive with those of other companies furnishing similar services in the greater Birmingham-Hoover, Alabama metropolitan area. Each Party hereby grants to Developer, its agents, contractors and employees, a license to enter upon such Party's Tract to discharge Developer's duties to operate, maintain and repair the Common Area. For the purpose of this Agreement, Common Area Maintenance Costs shall not include:

- (i) Any late charges or fees;
- (ii) Any cost, fee, fine, penalty or similar charge arising out of or resulting from any actions (or inactions) of Developer;
- (iii) Any charge for electricity or any other utility charges for any Building or the Covered Walkways, including, without limitation, any exterior, accent, emergency or security lighting for any Building;
- (iv) Any costs to clean-up or repair the Common Area resulting from any promotional, marketing, seasonal or holiday activities (unless inclusion of the costs within Common Area Maintenance Costs are approved in writing by all of the Parties, which approval may be granted or withheld in the sole and absolute discretion of the Parties);
- (v) Any costs to clean-up or repair any Common Area resulting from construction, maintenance or replacement of a Party's Buildings;
- (vi) Any cost to remove trash and/or garbage from a Building, such removal obligation being the responsibility of the Party owning the Building;
- (vii) Any costs resulting from or arising out of the repair or replacement of items covered by warranties or guaranties including, but not limited to, any capital improvements, irrigation, trees, plants or other landscaping;

(viii) Except as provided in Section 4.02(c) below, (1) Developer's profit, administrative and overhead costs (including, but not limited to office space, equipment and utilities), (2) Developer's employees and personnel wages, salaries, costs and expenses, including any costs relating to hiring, training, screening, drug testing and/or background checks of Developer's personnel, (3) premiums relating to bonding over mechanic's liens caused by Developer and (4) any fee or charge relating to the management and/or supervision of the operation of the Common Area, or any part thereof, paid to Developer or any third party commercial management company or similar provider;

(ix) Entertainment, transportation, meals and lodging of anyone;

(x) Except for Emergency Repairs in any calendar year which may be made in accordance with the terms and provisions of Section 4.03(c) below, any fee, charge, cost or expense not approved by the City or not set forth in the Budget approved (or deemed approved) by the City for the then applicable year; and

(xi) Any insurance costs or expenses.

(c) In lieu of Developer's profit, administrative, indirect and overhead costs, Developer shall be permitted to charge (i) the prorata share, as reasonably determined by Developer and approved in writing by the City (as set forth in the Budget approved or deemed approved by the City each year) an equitable allocation of the costs of personnel of Developer (*i.e.*, salary, taxes and customary and reasonable employee fringe benefits) who perform services for Developer directly related to the operation, maintenance and accounting for the Common Area Maintenance Obligations (by way of example, if the total personnel charge reasonably allocated and approved in writing by the City is \$8,000.00, then \$8,000.00 shall constitute part of the Common Area Maintenance Costs for the applicable year, of which the City shall pay the City's Prorata Share), and (ii) an amount ("Administration Fee") equal to seven percent (7%) of the Common Area Maintenance Costs for the then applicable year as set forth in a Budget approved (or deemed approved) by the City. Notwithstanding anything provided to the contrary in this Section 4.02(c), the equitable allocation of the costs of personnel of Developer will be determined on the basis of the actual time spent performing the foregoing duties with respect to the Common Area Maintenance Obligations, shall not include travel expenses, shall not include any costs or expenses other than salary, taxes and customary and reasonable employee fringe benefits, shall not include any personnel at or above the supervisory level, and must be approved by the City in the Budget each year.

4.03 Budget for Common Area Maintenance Costs.

(a) Developer shall, at least 90 days prior to the beginning of each calendar year during the term of this Agreement, submit to the City an estimated budget (the "Budget") in reasonable detail for the projected Common Area Maintenance Costs and the Administration Fee for the upcoming calendar year. The Budget shall set forth all routine and reasonable

anticipated Common Area Maintenance Costs but need not contain a reserve for Emergency Repairs or those costs (“Unanticipated Costs”) that are not usual, customary and reasonably foreseeable. The Budget shall be in a form reasonably acceptable to the City and shall identify separate cost estimates for each category of expenses. If any Common Area Maintenance Costs are to be undertaken in phases over a period of calendar years, then the Budget shall separately identify the costs attributable to each such calendar year and shall note the anticipated costs and timing of such phased work during such succeeding calendar years. The costs of approved “phased” work shall be paid annually over the period of time such “phased” work will actually be performed.

(b) The City shall have thirty (30) days following its receipt of each estimated Budget for the ensuing calendar year to disapprove of such Budget by providing written notice to Developer. If the City disapproves the proposed Budget, it shall consult with Developer to attempt in good faith to establish a final approved Budget for the ensuing calendar year. If a Budget is not approved by the City by December 1st of any year, then the Budget last approved by the City increased by three percent (3%) per annum shall be deemed the Budget for the ensuing calendar year. Approval (or deemed approval) of the Budget by the City, or any of the line items comprising a part thereof, shall not be considered a waiver of the City’s right to audit and/or contest, challenge or dispute the Reconciliation, as defined in Section 4.04(d) below.

(c) Developer shall operate and maintain the Common Area and perform the Common Area Maintenance Obligations in strict accordance with the most recent Budget approved (or deemed approved) by the City. Notwithstanding the foregoing, Developer shall have the right to make Emergency Repairs so long as such Emergency Repairs are reasonable and necessary. Developer shall advise the City of any emergency condition as soon as reasonably possible, including the corrective measures taken and the costs thereof. Following the making of any Emergency Repairs as authorized herein, the City shall promptly pay to Developer the City’s Prorata Share of the Common Utility Line Emergency Repairs and the City’s Prorata Share of any Other Common Area Emergency Repairs; provided, however, that in no event shall the City’s obligation to pay the costs for any Other Common Area Emergency Repairs exceed the sum of \$5,248.00 (being the City’s Prorata Share of up to \$10,000.00 in costs thereof) in Constant Dollars in any calendar year unless the City specifically approves in writing any Other Common Area Emergency Repairs in excess of the foregoing amount. The City shall have no obligation to pay for or approve any Other Common Area Emergency Repairs in excess of the foregoing amount; however, if the City does approve in writing any Other Common Area Emergency Repairs in excess of the foregoing amount, then the City will reimburse Developer its Prorata Share of any such approved Other Common Area Emergency Repairs. Developer shall not be obligated to undertake any repairs or replacements constituting Unanticipated Costs or any Other Common Area Emergency Repairs that are not approved in writing by the City and shall not be deemed in default in the payment or performance of its obligations under this Agreement as a result of its failure to make such repairs or replacements.

4.04 Allocation and Payment of Common Area Maintenance Costs.

(a) The owner of the City Lot shall pay fifty-two and 48/100ths percent (52.48%) (the "City's Prorata Share") of the Common Area Maintenance Costs and Administration Fee set forth in each approved (or deemed approved) Budget and the owner of the Developer Tract shall pay all remaining Common Area Maintenance Costs and the balance of the Administration Fee for such calendar year.

(b) In the event any existing Tract is further divided, the Party causing such division shall, at its expense, prorate the allocation of Common Area Maintenance Costs and the Administration Fee attributable to the original Tract between the newly created Tracts, file a recorded declaration confirming such allocation and deliver a copy of such declaration to each of the other Parties.

(c) The owner of the City Lot shall pay to Developer in equal monthly installments, in advance, the City's Prorata Share of the Common Area Maintenance Costs set forth in the approved (or deemed approved) Budget for such calendar year.

(d) Within ninety (90) days after the end of each calendar year, Developer shall provide to the City a statement certified by Developer, together with supporting paid invoices and receipts and other materials, setting forth the actual Common Area Maintenance Costs paid by Developer for the operation of the Common Area Maintenance Costs and the performance of the Common Area Maintenance Obligations for the immediately preceding calendar year (the "Reconciliation"). The Reconciliation shall separately identify all cost categories specified in the original approved (or deemed approved) Budget. If the combined monthly amounts paid by the City to Developer in such calendar year exceeded the product of the City's Prorata Share multiplied by the actual amount of the Common Area Maintenance Costs and the Administration Fee actually incurred by Developer in such calendar year, then the excess payment by the City shall be credited against the City's Prorata Share of sum of the Common Area Maintenance Costs and the Administration Fee payable by the City in the then current calendar year.

4.05 Books and Records; Audit. Developer shall maintain books and records with respect to the Common Area Maintenance Costs in accordance with generally accepted accounting principles, consistently applied. Developer shall keep such books and records at its principal place of business which, for the purposes of this Agreement, shall be in the State of Alabama. Within three (3) years after receipt of any Reconciliation, the City shall have the right to audit such books and records for the calendar year covered by any such Reconciliation by notifying Developer of its intent to audit at any time on or prior to the expiration of the aforesaid three (3) year period upon at least fifteen (15) days prior written notice to Developer. If such audit shall disclose any error in amount of the Common Area Maintenance Costs or the Administration Fee paid by the City, then an appropriate adjustment shall be made forthwith by Developer paying to the City any excess amounts paid by the City over and above that reflected in such audit. The costs of any such audit shall be assumed by the City unless the City shall be entitled to a refund in excess of three percent (3%) of the amount paid by the City as the City's Prorata Share for the applicable calendar year, in which case Developer shall pay the costs of such audit.

4.06 Liens. Developer agrees to defend, indemnify and hold the City harmless from and against any mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorneys' fees, expenses and court costs, arising out of the performance of the Common Area Maintenance Obligations; provided, however, that Developer shall have no such obligation as to any such lien filed against the City Tract where the City has failed to pay the City's Prorata Share of the Common Area Maintenance Costs set forth in the then applicable Budget approved (or deemed approved) by the City with respect to the work covered by such lien, to the extent the work represented by such lien was for Common Area Maintenance Costs incurred in accordance with this Agreement and Developer has complied with its obligations under this Agreement with respect to such Common Area Maintenance Costs. If any Tract shall become subject to any such lien, Developer shall, except to the extent failure to pay is a result of a good faith dispute as to performance by the materialmen in question, within fifteen (15) days after receipt of notice thereof, cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge.

USE RESTRICTIONS AND OPERATING COVENANTS

5.01 Use Restrictions. The following uses are prohibited within any portion of either Tract:

(a) Any motor vehicle service, fuel or gas stations, motor vehicle repairs including without limitation any body and fender repair work, car washes, or the displaying, renting, leasing, or sale of any automobile, truck, boat, trailer or other motor or recreational vehicle that is not entirely conducted inside of a Building;

(b) A venture whose primary business is the operation of video or arcade games;

(c) Any adult book, comic book or adult video store; provided, however, that the foregoing shall not prohibit or limit the operation of a national, regional or local, reputable, general interest book store or video store such as, without limitation, Blockbuster, Barnes & Noble, Hollywood Video, Best Buy, or Borders Books;

(d) Any massage parlor (except that this provision shall not prohibit massages in connection with a beauty salon or in a health spa, fitness center or athletic facility which does not violate the provisions of Section 5.01(jj) below);

(e) Any warehouse or industrial use;

(f) Any self-storage facility;

(g) Any liquor store, bar or tavern (whether selling liquor for on-site or off-site consumption), except (i) one (1) upscale wine-only shop (which may also sell liquor if the State of Alabama no longer operates liquor stores within the municipal limits of the City of Vestavia Hills, Alabama), (ii) as incidental to a drug or grocery store, and (iii) a Restaurant not in violation of Section 5.01(h) below;

(h) Only one (1) Restaurant shall be allowed within the Shopping Center; provided, however that the sale of alcohol products from any such Restaurant within the Shopping Center shall not exceed 35% of such Restaurant's gross revenues within the Shopping Center. Notwithstanding the foregoing, the limitation on alcohol sales shall not be applicable to Gregory E. Pappas d/b/a Pappas' Delicious Foods, an existing tenant of the Shopping Center;

(i) A fast food Restaurant situated in a free-standing Building; provided, however, that the foregoing shall not prohibit a free-standing coffee shop serving food so long as the same constitutes the only Restaurant within the Shopping Center;

(j) Except as currently existing on the Outparcel, any drive-through areas or Service Areas;

(k) Any establishment for the sale of guns or other firearms, except sporting goods retailers that sell firearms as an ancillary use shall be permitted;

(l) A tattoo or piercing parlor;

(m) Any business which creates or permits a public or private nuisance;

(n) A convenience store;

(o) Any business which causes or permits obnoxious odors except customary odors emanating from restaurants;

(p) Any business which includes the storage, display, or sale of explosives or fireworks;

(q) Any distillation (including so-called micro-brewing of beer), refining, smelting, agriculture or mining operations; provided, however, that a micro-brewing of beer operation as part of a Restaurant shall be allowed if the provisions of Section 5.01(h) above are not violated;

(r) Any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising;

(s) Any drilling for and/or removal of subsurface substances, except to the extent reasonably required for the development of the Project or any portion thereof for uses permitted hereunder;

(t) Any garbage dump;

(u) Any cemetery, mortuary, funeral home or similar service establishment;

(v) Any business engaging in a fire sale, bankruptcy sale (unless pursuant to a court order) or auction operation;

(w) A movie theatre;

(x) Any roller-skating rink, bowling alley, discotheque, dance hall, video game parlor, pool room, off-track betting facility, casino, card club, bingo parlor, or facility containing gaming equipment;

(y) Any school, training, or educational facility, including but not limited to: beauty schools, barber colleges, nursery schools, diet centers, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided however that this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business, to Sylvan Learning Center, or any medically-related instruction incidental to a primary medical use;

(z) Any second-hand or "surplus" stores, thrift stores, or flea markets; provided, however, that not more than one (1) consignment shop containing not more than 2,500 square feet of Floor Area shall be allowed;

(aa) A laser tag or virtual reality facility, an arcade or a pinball or computer game room (provided that retail facilities in the Shopping Center may display for sale [but not solely for entertainment purposes] electronic games incidental to their primary operation);

(bb) Any laundromat;

(cc) Any cleaning facilities utilizing hazardous substances with an on-premises plant; provided, however, that nothing contained herein shall preclude a drop-off/pick-up dry cleaning business as long as no cleaning services are conducted at such location;

(dd) Any veterinary hospital or animal raising facilities (except that this prohibition shall not prohibit pet shops);

(ee) Any hotel, motel, short or long-term residential use;

(ff) Any establishment selling or exhibiting drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers;

(gg) Any abortion clinic or drug rehabilitation clinics;

(hh) Any unemployment agency, service or commission;

(ii) Any check-cashing, pay day loan, car loan or title loan business (except this prohibition shall not prohibit any state or federally regulated bank or credit union);

(jj) Any health spa, fitness center or athletic facility which occupies more than five thousand (5,000) square feet of Floor Area;

(kk) Except during the construction of improvements at the Shopping Center, the storage of construction materials or equipment within any of the Common Area is prohibited;

(ll) The overnight parking of semi-tractor trailer rigs or 18-wheelers, recreational vehicles, buses or other equipment within any of the Common Area is prohibited;

(mm) Circus or carnival activities (other than those which the City is allowed to conduct as provided in Section 2.02(c)(i) above) are prohibited in the Common Area and Shopping Center;

(nn) Mobile food vendors (*i.e.*, food trucks) shall not be allowed in the Common Area; and

(oo) Outside sales conducted outside of any Building within the Shopping Center shall be prohibited except during any festivals or other activities sponsored or approved by the City pursuant to Section 2.02(c)(i) above, except that nothing herein shall prevent use of space within the Covered Walkway area directly in front of any Restaurant tenant from being utilized for outdoor seating if permitted by Governmental Requirements.

5.02 City Operating Covenant. The City covenants and agrees that, excluding periods of temporary closure due to fire or other casualty, any Taking, matters of Force Majeure or other than by reason of construction, renovation, reconstruction or repair, the City will open and fully operate a City Hall on the City Lot for a minimum period of time equal to the City Operating Covenant Period. The foregoing covenant and agreement shall automatically expire on the date which is (15) years from the date a certificate of occupancy is issued for the City Hall constructed on the City Lot and Developer agrees, to the extent requested by the City, to execute and deliver to the City any and all documents, instruments and agreements reasonably requested by the City to confirm the dates for commencement and expiration of the aforesaid covenant and agreement and to acknowledge when the aforesaid covenant and agreement have terminated and expired. So long as the City Operating Covenant Period remains in effect, such covenant shall be specifically enforceable and any action by the City to relocate City Hall to any other property shall be prohibited at the instance of Developer by action for injunction as well as entitle Developer to recover such damages as it may suffer due to the City's breach.

ARTICLE VI

INSURANCE, INDEMNITY AND TAXES

6.01 Insurance.

(a) Subject to the provisions of Section 6.01(a)(i) below, each Party (as to its Tract only) shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages in Constant Dollars set forth below:

(i) Commercial general liability insurance with a combined single limit of liability of \$3,000,000.00 for bodily injury, personal injury and property damage, arising out of any one occurrence, on such Party's Tract, which commercial general liability coverage shall also extend to all of such Party's interest (whether as fee owner or as an easement holder) in and to all of the Common Area. Each Party shall name the other Party as an "additional insured" under the commercial general liability insurance policy maintained by such Party;

(ii) To the extent a Party has employees, such Party shall maintain workers' compensation and employer's liability insurance as follows:

(1) Worker's compensation insurance as required by any applicable law or regulation; and

(2) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease; and

(iii) Automobile liability insurance for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

(b) Each Party agrees to defend, protect, indemnify and hold harmless each other Party from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any Person, or damage to the property of any Person located on the Tract owned by each indemnifying Party; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of such other Party, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof. In the event it is determined that such other Party was not at fault, then the indemnifying Party shall reimburse such other Party for all reasonable costs and/or expenses incurred by it defending against such claim or demand.

6.02 Insurance During Construction.

(a) Prior to commencing any construction activities within its Tract or the exercise by the City of any of its easement rights under Sections 2.03 or 2.04 above, such Party shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages in Constant Dollars set forth below:

(i) [Intentionally Deleted];

(ii) Workers' compensation and employer's liability insurance:

(1) Worker's compensation insurance as required by any applicable law or regulation; and

(2) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

(iii) Commercial general liability insurance covering all operations by or on behalf of the contractor for such Party, which shall name the other Party as an "additional insured" thereunder and shall include the following required coverages and minimum limits of liability:

(1) Required coverages:

- (A) Premises and operations.
 - (B) Products and completed operations.
 - (C) Contractual liability, insuring the indemnity obligations assumed by contractor under the contract documents.
 - (D) Broad form property damage (including completed operations).
 - (E) Explosion, collapse and underground hazards.
 - (F) Personal injury liability.
- (2) Minimum limits of liability (in Constant Dollars):
- (A) \$3,000,000 each occurrence (for bodily injury and property damage).
 - (B) \$3,000,000 for personal injury liability.
 - (C) \$2,000,000 aggregate for products and completed operations.
 - (D) \$2,000,000 general aggregate applying separately to this project.

(iv) Automobile liability insurance including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The contractor shall require each of his subcontractors to include in their liability insurance policies coverage for automobile contractual liability; and

(v) The contractor shall also carry umbrella/excess liability insurance in the amount of \$2,000,000. If there is no per project aggregate under the Commercial General Liability policy, the limit shall be \$5,000,000.

(b) If the construction activities involve the use of another Party's Tract for access, parking or utility purposes, then the constructing Person shall cause (i) the owner of such Tract to be an additional insured on each policy (for the commercial general liability policy pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent), (ii) with respect to the work on such other Party's Tract, the coverage set forth in Section 6.02(a)(iii) above to be extended for one (1) year following final completion of work, and (iii) each such policy to provide that the same shall not be cancelled, allowed to expire, nor reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to each insured. If any of the insurance policies are cancelled, expire or the amount or

coverage thereof is reduced below the level required, then the constructing Person shall immediately stop all work on and use of the other Tract until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to the owner of such other Tract.

(c) Effective upon the commencement of construction of any Building on its Tract and so long as such Building exists, a Party shall carry, or cause to be carried, property insurance with “special form” coverage, in the amount of one hundred percent (100%) of the full replacement cost of (i) all Buildings and other structural improvements on such Party’s Tract (excluding footings, foundations and excavations), (ii) with respect to the City, the City Signage, and (iii) with respect to Developer, the Shopping Center Signage, each subject to commercially reasonable deductibles.

6.03 Insurance for Common Area.

(a) As provided in Section 6.01(a)(i) above, each Party shall separately maintain commercial general liability insurance coverage with respect to such Party’s Tract, including the Common Areas on its Tract.

(b) Developer agrees to defend, protect, indemnify and hold harmless the City harmless from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind, including reasonable attorneys’ fees and expenses and costs of suit, asserted or incurred in connection with or arising out of the performance, or failure to perform, by Developer of its duties or obligations under this Agreement with respect to the maintenance and operation of the Common Area; provided, however, that the foregoing obligation shall not apply to claims or demands based on the negligent or willful or intentional acts or omissions of the City or any of its Permittees or any of their respective agents, employees or contractors.

6.04 Insurance Requirements.

(a) All insurance required by a Person pursuant to this Article VI shall be written on an occurrence basis and procured from companies rated by Best’s Rating Guide not less than A-/X, and which are authorized to do business in the state where the Combined Tracts are located. All insurance may be provided under (i) an individual policy covering each Party’s Tract or (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Party.

(b) Any insurance provision that requires another Person to be added as an “additional insured” shall include the following provisions:

(i) Shall, if reasonably obtainable from the insurer, provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Agreement, nor shall such policy be allowed to expire without at least thirty (30) days prior written notice by the insurer to each insured and to each additional insured;

(ii) Shall provide for severability of interests; and

(iii) Shall provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds.

(c) Each Party hereby waives and releases the other Party from any and all liability or responsibility or for any claim by, through or under such Party, by way of subrogation or otherwise, for any loss or damage covered by, or which could be covered by, the forms and types of insurance required to be carried by each Party pursuant to this Article VI, even if such loss or damage shall have been caused by the fault or negligence of the other Party or any one for whom the other Party may be responsible. Each Party does further covenant and agree to use best efforts to obtain in all policies of insurance maintained by such Party a waiver by the insurer of all rights of subrogation against the other Party in connection with any loss or damage thereby insured against. Any additional premium charged for any such waiver will be paid by the primary insured.

6.05 Indemnity and Release.

(a) Subject to the provisions of Section 6.04(c) below, each Party covenants and agree to, and does hereby, indemnify, agree to defend and hold the other Party harmless from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and expenses and costs of suit, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to, any natural person or the property of any Person which may occur in or on (i) the Tract of such indemnifying Party or (ii) any portion of the Common Area (regardless of whether such Common Area constitutes part of such Party's Tract) resulting from the negligent or willful or intentional acts or omissions of the indemnified Party or any of its Permittees or any of their respective agents, employees or contractors.

(b) [Intentionally Deleted].

(c) Each Party (the "Releasing Party") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Party (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Combined Tracts, which loss or damage is of the type covered by the insurance required to be maintained under this Article VI, irrespective of the amount of such insurance required or actually carried, including any deductible or self insurance reserve. Each Releasing Party agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release and waiver hereinabove given.

6.06 Taxes and Assessments. Each Party shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Tract, the Building, and other improvements located thereon, and any personal property owned or leased by such Party in the Combined Tracts, provided that if such taxes or assessments or any part thereof may be paid in installments, each Party may pay each such installment as and when the same becomes due and

payable. Nothing contained herein shall prevent any Party from contesting at its cost and expense any taxes and assessments with respect to its Tract in any manner such Party elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time such contest is concluded (allowing for appeal to the highest appellate court), the contesting Party shall promptly pay all taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

ARTICLE VII

CASUALTY AND EMINENT DOMAIN

7.01 Damage to Buildings.

(a) In the event any of the Buildings on any Tract are damaged by fire or other casualty (whether insured or not), the Party upon whose Tract such Buildings are located shall, subject to Governmental Requirements and/or insurance adjustment delays, immediately remove the debris resulting from such casualty and provide a sightly barrier, and within a reasonable time thereafter shall perform one of the following alternatives:

(i) Repair or restore the Buildings so damaged to a complete unit in accordance with the terms and provisions of this Agreement;

(ii) Demolish and erect new Buildings in such location in accordance with the terms and provisions of this Agreement; or

(iii) Demolish the damaged portion and/or the balance of such Buildings and clear away all debris and damaged improvements from such Tract in accordance with the terms and provisions of Section 7.01(b) below; provided, however, that the alternative set forth in this Section 7.01(a)(iii) shall not be applicable to the City until such time as the operating covenant of the City set forth in Section 5.02 above has expired.

Within ninety (90) days from the date of any such casualty, such Party shall give notice to the other Party of which alternative it elects. Should any Party fail to timely give such notice, then such Party shall be deemed to have elected to rebuild and restore any and all Buildings or other improvements on such Party's Tract.

(b) To the extent any Buildings or other improvements on any Tract are not repaired or reconstructed following any casualty (or Taking, as hereinafter defined) in accordance with the terms and provisions of Sections 7.01(a)(i) or 7.01(a)(ii) above, then (i) within a reasonable time after the occurrence of such casualty or Taking, but in no event more than 180 days from the date of such casualty or Taking, the owner of such Tract shall complete the removal of all debris from such Tract resulting from such event and provide a sightly barrier around those portions of such owner's Tract damaged or destroyed by such casualty or Taking, (ii) the damaged portion of such owner's Tract and/or the balance of such Buildings which have been demolished shall be (1) graded or caused to be graded by the then owner of such Tract to the level of the adjoining Tract and in such a manner as to not adversely affect the drainage on any of the Combined Tracts, (2) covered by either asphalt in order that the same may be utilized

by parking by the adjoining Tract or landscaped with landscaping materials reasonably approved by the other Party which owns the adjoining Tract and *(iii)* following the completion of the foregoing, such areas shall become Common Area until such time, if at all, that the Party then owning such Tract elects, in its sole and absolute discretion, to reconstruct Buildings and other improvements on such Tract in accordance with the terms and provisions of Section 7.01(d) below.

(c) To the extent any Party elects to repair, replace and rebuild following any casualty, then such Party shall commence any such required repair, replacement and rebuilding work within six (6) months following the date of occurrence of such damage or destruction, or sooner if possible, and thereafter use due diligence in order to cause any Buildings or other improvements which such Party has elected to repair, replace or rebuild pursuant to this Article VII to be completed within 18 months after the date of such damage or destruction, subject to extensions thereof as a result of any matters of Force Majeure, any Governmental Requirements or any insurance adjustment delays. Any such repair, replacement or rebuilding following any such casualty shall be in accordance with the terms and provisions of this Agreement.

(d) Notwithstanding anything provided to the contrary in Section 3.04(e) above or this Section 7.01, if *(i)* any Building or other improvements on any Tract are damaged or destroyed by fire or other casualty and the Party owning such Tract elects not to repair, replace and rebuild the Building and improvements that have been damaged or destroyed in accordance with the time periods and other provisions set forth in Sections 7.01(a)(i) and 7.01(a)(ii) above and *(ii)* such Party has timely demolished all damaged Buildings and improvements on such Tract and caused such Party's Tract, or portions thereof, to become Common Area in accordance with the time periods and other provisions set forth in Section 7.01(a)(iii) and 7.01(b) above, then such Party shall thereafter have the right, in such Party's sole and absolute discretion, at any time after timely satisfying the terms and provisions of Sections 7.01(a)(iii) and 7.01(c) above, to reconstruct Buildings and improvements on such Party's Tract subject to the satisfaction of all of the terms and provisions of this Agreement; provided, however, that *(1)* any new or additional Buildings and improvements to be constructed on such Party's Tract shall be constructed substantially equal to the quality and style of architecture and construction materials utilized for any Buildings then situated on the other Party's Tract and *(2)* should a Party fail to fully satisfy the terms and provisions of item *(ii)* of this Section 7.01(d), then such Party shall be deemed to have irrevocably waived any future right to rebuild or reconstruct Buildings or other improvements on such Party's Tract as provided by this Section 7.01(d).

7.02 Casualty Damage to Common Area. If any of the Common Area is damaged or destroyed by any cause whatsoever, whether insured or uninsured, then the Party upon whose Tract such Common Area is located shall repair or restore such Common Area at its sole cost and expense with all due diligence. Except to the extent limited by Sections 6.04(c) and 6.05(c) hereof, if such damage or destruction of any Common Area is caused wholly by the negligence or willful act of any Party or any Permittee, the Party obligated to make such repair or restoration reserves and retains the right to proceed against such other Party or any such Permittee for indemnity, contribution or damages to the extent such damage or destruction is not covered by insurance (and to the extent covered by insurance shall be subject to Section 6.04(c)).

Notwithstanding anything provided herein to the contrary, to the extent any of the Common Area is damaged or destroyed by any casualty, the restoration of such damaged areas of the Common Area shall be commenced as promptly as possible following the occurrence of such casualty and shall be completed no later than six (6) months following the date of the occurrence of such damage or destruction, in each case subject to extensions thereof as a result of any matters of Force Majeure.

7.03 Eminent Domain Relating to Buildings Only. In the event any of the Buildings on any Tract shall be taken or damaged by right of eminent domain or any similar authority of law or any transfer in lieu thereof (collectively, a “Taking”), then the provisions of Section 7.01 above shall be applicable to such Taking.

7.04 Eminent Domain Relating to Common Area.

(a) In the event any portion of the Common Area on any Tract shall be taken or damaged by any Taking, then, subject to the remaining terms and provisions of this Section 7.04, the award from such Taking shall be paid to the Party owning the Common Area so taken; provided, however, that if (i) the Taking includes Common Area belonging to more than one (1) party (such as Common Utility Lines), then the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, or (ii) the Taking affects any easements rights created pursuant to Article III of this Agreement, then, subject to the provisions of Sections 7.04(b), 7.04(c) and 7.04(d) below, the portion of the award allocable to such easements rights shall be paid to the respective parties in accordance with their respective rights and interests in the Common Area so taken. Nothing contained herein shall prevent a separate claim being filed by any Party with respect to any Taking.

(b) Notwithstanding anything provided herein to the contrary, in the event any Taking involves any of the Shopping Center Access Easement Areas or the City Internal Drive, then the Party whose Tract is affected by such Taking shall promptly use commercially reasonable efforts to provide alternative areas on such Party’s Tract which will then be designated and used as the Shopping Center Access Easement Areas and the City Internal Drive, respectively. To the extent necessary, the parties will amend this Agreement in order to reflect the new locations of such Shopping Center Access Easement Areas and the City Internal Drive.

(c) Notwithstanding anything provided to the contrary in Section 3.03(a) above, to the extent any Taking includes any of the Shopping Center Parking Area and the owner of the Developer Tract cannot, or does not elect to, provide additional parking within the Developer Tract to compensate for the loss of the entire number of parking spaces taken in such Taking, then the City shall have no obligation to construct or provide additional parking spaces on the City Tract to compensate for the parking spaces so taken.

(d) Notwithstanding anything provided herein to the contrary, if any Taking of any portion of the Shopping Center Parking Area is undertaken solely by the City, such Taking by the City shall not require or obligate Developer to provide any portion of the award for such Taking to the City and shall not permit the City to file any claim for a separate award.

7.05 Effect of Casualty/Taking on Common Area Maintenance Costs. The occurrence of any fire or other casualty or any Taking involving any Buildings (or the making of any portion of any Tract Common Area pursuant to the terms and provisions of Section 7.01(b) above) shall not affect the obligations of any Party with regard to the payment of the Common Area Maintenance Costs and there shall be no abatement, setoff, diminution or other modification of the amount of the Common Area Maintenance Costs payable by the City and Developer as a result of any casualty or Taking.

ARTICLE VIII

DEFAULT

8.01 Default.

(a) The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the non-performing Party (the “Defaulting Party”):

(i) The failure to make any payment required to be made hereunder as of the due date and the failure to cure such nonpayment within ten (10) days after notice to the Defaulting Party of such nonpayment from another Party (a “Non-Defaulting Party”); or

(ii) The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, other than as described in Section 8.01(a)(i) above, within 30 days after the issuance of a notice to the Defaulting Party by a Non-Defaulting Party specifying the nature of the default claimed (or if the failure is such that it cannot with reasonable diligence be cured within said 30-day period, then a default shall exist if the Defaulting Party fails to commence to cure within such thirty day period and thereafter use commercially reasonable efforts to diligently pursue the cure to completion).

(b) With respect to any default under Section 8.01(a)(ii) above, any Non-Defaulting Party shall have the right following the expiration of any applicable cure period, if any, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default results in a condition where injury to any person or substantial property damage is likely in the good faith judgment of the Non-Defaulting Party, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Tract of the Defaulting Party (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each Party shall be responsible for the default of its Occupants. In the event any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action, plus Interest, as provided herein, within ten (10) days after

receipt of demand therefor, together with reasonable documentation supporting the expenditures made. In the event the Defaulting Party does not reimburse the Non-Defaulting Party as set forth above, in addition to any other remedy available, then, subject to the arbitration provisions set forth in Section 8.05 below, the Non-Defaulting Party shall have the right to offset such amount owed against any current or future sum of money due the Defaulting Party until the full amount owed is recovered.

- (c) The right to cure the default of another Party shall not be deemed to:
- (i) Impose any obligation on a Non-Defaulting Party to do so;
 - (ii) Render the Non-Defaulting Party liable to the Defaulting Party or any third party for an election not to do so;
 - (iii) Relieve the Defaulting Party from any performance obligation hereunder; or
 - (iv) Relieve the Defaulting Party from any indemnity obligation as provided in this Agreement.

8.02 Lien Rights.

(a) There is hereby created a continuing lien on each Tract, with power of sale, in favor of each Non-Defaulting Party, which secures the payment to such Non-Defaulting Party of all costs, expenses and interest accruing and/or assessed pursuant to Section 8.01(a)(i) and/or Section 8.01(b) above, as a result of any default under or breach of this Agreement by any Defaulting Party. Such lien shall attach and take effect only upon recordation of a claim of lien in the office of the Recorder of the County of the State in which the Combined Tracts is located by the Party making such claim. The claim of lien shall include the following:

- (i) The name of the lien claimant;
- (ii) A statement concerning the basis for the claim of lien and identifying the lien claimant as a curing Non-Defaulting Party;
- (iii) An identification of the owner or reputed owner of the Tract or interest therein against which the lien is claimed;
- (iv) A description of the Tract against which the lien is claimed;
- (v) A description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and
- (vi) A statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date and document number of recordation hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, by personal service or by mailing pursuant to Section 10.02

below. The lien so claimed shall attach from the date of recordation in the amount claimed thereby (together with Interest thereon as hereinafter provided and reasonable attorneys' fees, expenses, and court costs as provided in Section 8.03 below).

(b) The lien provided for herein shall be in favor of a Non-Defaulting Party and may be foreclosed in the same manner as a foreclosure of a mortgage on real property containing a power of sale under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Non-Defaulting Party shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Tract. Each Party does hereby (i) grant to and vest in the other Party and its agents, the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (ii) grant to and vest in the other Party and its agents the right and power to bring all actions against any Defaulting Party personally for the collection of all amounts due from such Defaulting Party, (iii) expressly waive any objection to the enforcement and foreclosure of the lien created herein and (iv) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

(c) Notwithstanding anything provided to the contrary in this Section 8.02, the lien and lien rights created pursuant to this Section 8.02 are and shall be subordinate to the lien of any Mortgage held by any Mortgagee, but only to the extent that the Mortgage held by such Mortgagee is recorded in the Probate Office prior to the filing of a claim of lien pursuant to the provisions of Section 8.02(a) above. When any Mortgagee exercises its foreclosure rights and acquires title to or sells to a third party its interest in any Tract, then such Mortgagee or its purchaser or transferee at such foreclosure sale shall (i) not be liable for any amounts represented by any such lien filed by the Non-Defaulting Party against the Tract of the Defaulting Party but (ii) be liable for any subsequent liens levied against the Tract for charges accruing from and after the date of such foreclosure sale. The foregoing shall not relieve any Defaulting Party whose Tract has been foreclosed from the personal obligation to pay the amount of the lien claimed in any such lien filed against the Tract of such Defaulting Party and the Non-Defaulting party shall have the right to pursue all rights and remedies against the Defaulting Party notwithstanding the foreclosure of a Mortgage encumbering such Defaulting Party's Tract.

8.03 Additional Remedies. Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another Party or Person of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants or conditions without being required to post any bond, collateral or other security as a condition to such relief, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. If a Party brings an action of law or in equity to enforce the terms and provisions of this Agreement, the prevailing Party as

determined by the Court in such action shall be entitled to recover reasonable attorneys' fees, expenses and court costs for all stages of litigation, including but not limited to, appellate proceedings, in addition to any remedy granted.

8.04 Interest. Any time a Party shall not pay any sum payable hereunder to another Party within ten (10) days of the due date, such Defaulting Party shall pay interest ("Interest") on such amount from the due date to and including the date such payment is received by the Party entitled thereto, at the lesser of:

(a) The highest rate permitted by law to be either paid on such type of obligation by the Party obligated to make such payment or charged by the Party to whom such payment is due, whichever is less; or

(b) The prime rate, plus three percent (3%) per annum. As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates"; provided, however, that (i) if more than one such rate is published therein the prime rate shall be the highest such rate and (ii) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers selected by the Non-Defaulting Party.

8.05 Arbitration. If, for any reason, either Party desires to offset any amounts owed to the other Party pursuant to Section 8.01(b) above, then, prior to taking any action regarding any offset, the Parties shall submit such issue to binding arbitration under the terms and provisions of the Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1, *et seq.* The arbitration will be administered in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association currently in effect. Such arbitration proceeding shall utilize Expedited Procedures in any matter submitted for arbitration pursuant to the terms and provisions of this Section 8.05. Such arbitration proceeding shall be held in Birmingham, Alabama and shall be heard by an arbitrator who is either (i) a practicing attorney or a retired judge having at least ten (10) years combined experience as a practicing attorney or retired judge of a court of record in the ten (10) years immediately preceding the arbitration or (ii) an individual who has at least ten (10) years active experience in the development of commercial real estate within the greater Birmingham-Hoover, Alabama metropolitan area. The arbitrator's award shall be based on substantive evidence, and the arbitrator's decision shall be limited solely to the determination of whether a Non-Defaulting Party has the right to offset any amounts owed against current or future sums of money due to the Defaulting Party pursuant to Section 8.01(b) above. The arbitrator's decision shall be final, conclusive and binding on both Parties. The Parties acknowledge and agree that the transactions contemplated by this Agreement, which include the use of materials and components which are obtained from out-of-state and which otherwise include the use of interstate mails, roadways and commerce, involved interstate commerce, as that term is defined in the FAA. The foregoing provisions of this Agreement constitute an election by the Parties to resolve all claims, disputes and controversies concerning offset rights pursuant to Section 8.01(b) above by arbitration rather than judicial process. IT IS UNDERSTOOD THAT THE PARTIES VOLUNTARILY HAVE CHOSEN TO ARBITRATE ANY DISPUTES UNDER SECTION 8.01(b) AND THIS SECTION 8.05 IN LIEU OF RESOLVING DISPUTES BY JURY TRIAL OR A TRIAL IN COURT. The Parties

understand that the rules applicable to arbitrations and the rights of parties in arbitrations differ from the rules and rights applicable in court. Any decision rendered by the arbitrator shall be final. The Parties further acknowledge, agree and direct that the arbitrator determine, as part of the arbitrator's decision and findings, that the non-prevailing party in any such arbitration proceeding pay to the prevailing party all reasonable costs and expenses, including arbitrations costs and expenses, and attorneys' fees and expenses, paid or incurred by the prevailing party in such arbitration proceedings.

ARTICLE IX

RIGHT OF FIRST REFUSAL

9.01 Right of First Refusal.

(a) Developer does hereby grant to the City the irrevocable right (the "Right of First Refusal"), at the option of the City, to purchase the Developer Tract or any portion thereof which Developer desires to sell, transfer, convey or lease (with an option to purchase) to any bona fide third party (collectively, a "Sale"), subject to and upon the remaining terms and conditions set forth in this Section 9.01. The Right of First Refusal granted herein shall continue from and after the date of this Agreement until the termination of the City Operating Covenant Period.

(b) In the event Developer enters into or desires to enter into a contract or agreement involving the Sale of any portion of the Developer Tract to a third party at any time during the City Operating Covenant Period, Developer shall provide to the City a written copy of the third party offer or proposed sales contract containing all of the terms of such Sale, including, without limitation, the proposed closing date for such Sale (the "Sales Notice"), and the City shall have the right, at its option, to exercise the Right of First Refusal and purchase that portion of the Developer Tract described in the Sales Notice at the purchase price (the "Purchase Price") and on the same terms and conditions as set forth in the Sales Notice.

(c) In order to exercise the Right of First Refusal, the City must notify Developer in writing of its desire to exercise the Right of First Refusal within ten (10) business days following the delivery by Developer to the City of the Sales Notice. In the event the City timely exercises the Right of First Refusal, the City shall be deemed to have agreed to purchase that portion of the Developer Tract described in the Sales Notice on the date, at the Purchase Price and in accordance with all of the terms and provisions set forth in the Sales Notice. To the extent the City exercises the Right of First Refusal, then Developer (or the then owner of that portion of the Developer Tract to be purchased by the City) shall cause any and all Mortgages encumbering that portion of the Developer Tract to be purchased by the City to be released and satisfied in full.

(d) In the event the City fails to timely exercise the Right of First Refusal as provided above, then the Right of First Refusal with respect to the applicable Sale described in the then applicable Sales Notice shall expire, terminate, be deemed null and void and of no further force or effect with respect to the Sale contemplated in the Sales Notice then provided to the City by Developer; provided, however, that (i) if the Sale specified in the applicable Sales

Notice is not consummated by Developer within two (2) months from the closing date set forth in the Sales Notice (after giving effect to any permitted extensions contained in the Sales Notice) given to the City or should any of the economic terms (whether of the amount of payment or the timing of payment) of such proposed Sale change from those as set forth in the original Sales Notice given to the City, then, in either event, the Right of First Refusal shall be effective and Developer shall be obligated to re-offer the Developer Tract (or the portion thereof described in the applicable Sales Notice) to the City in accordance with the terms and provisions of this Section 9.01 and (ii) the Right of First Refusal shall continue in full force and effect as to any subsequent Sale of the Developer Tract or any portion thereof at any time during the City Operating Covenant Period, except as otherwise expressly provided herein. To the extent the Right of First Refusal is not timely exercised by the City, the Right of First Refusal as to the then applicable Sale contemplated by the then applicable Sales Notice given by Developer to the City shall terminate but the Right of First Refusal shall continue as to any subsequent Sale by Developer and its successors and assigns during the remainder of the City Operating Covenant Period and the City covenants and agrees to execute and deliver to Developer at the closing of the Sale described in the applicable Sales Notice a release in form reasonably acceptable to the City and Developer acknowledging that the Right of First Refusal, with respect to the then applicable Sale, has terminated as a result of the consummation of such Sale, subject to the continuing right of the City to exercise the Right of First Refusal as to any subsequent Sale by Developer or any of its successors and assigns during the City Operating Covenant Period. Furthermore, if the City exercises its Right of First Refusal but fails to close, Developer may then elect to reinstate the original offer with the proposed third party purchaser or seek offers from other third party purchasers for a sale of the applicable portion of the Developer Tract subject to the immediately preceding Sales Notice given to the City at a purchase price not less than 95% of that set forth in the Sales Notice and on other economic terms no more favorable to the prospective purchaser than those set forth in the immediately preceding Sales Notice given to the City and may proceed to sell and close thereunder at any time within the nine (9) month period following the date on which the City elects to terminate its right to purchase the Property (or any portion thereof) without first offering a new Sales Notice to the City or allowing the City a right to purchase; provided, however, that the Right of First Refusal shall continue in full force and effect as to any such purchaser and its successors and assigns for the remainder of the Operating Covenant Period.

(e) The Right of First Refusal shall not apply to a foreclosure sale or deed in lieu of foreclosure; however, the Right of First Refusal, to the extent the Right of First Refusal is in effect at the time of a foreclosure sale or deed in lieu of foreclosure, shall apply to any subsequent Sale of the Developer Tract or any portion thereof and shall expressly survive such foreclosure or deed in lieu of foreclosure as to any subsequent Sale until exercised or terminated as herein provided.

(f) The Right of First Refusal granted herein shall continue in full force and effect for the duration of the City Operating Covenant Period, shall be applicable to any proposed Sale of any portion of the Developer Tract (and if a portion, shall continue in effect with respect to the remaining portion that is not subject to the Sale) and shall be binding upon and inure to the benefit of Developer and the City and their respective successors and assigns; however, the benefits of the Right of First Refusal are personal to the City (and any

governmental entity or authority which is part of the City and may not be assigned to any Person which is not a governmental entity or authority which is part of the City).

9.02 Enforcement. The City shall have the right to enforce the Right of First Refusal by an action for specific performance.

ARTICLE X

MISCELLANEOUS

10.01 Estoppel Certificates. Each Party agrees that upon written request of the other Party (which shall not be more frequent than one (1) time in any calendar year except that up to two (2) additional requests may be made in any calendar year by a Party if such request relates to the possible Sale or any financing or refinancing of a Party's Tract), it will issue within thirty (30) days after receipt of such request to such Party, or its prospective Mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

(i) Whether it knows of any default under this Agreement by the requesting Party, and if there are known defaults, specifying the nature thereof in reasonable detail;

(ii) Whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail; and

(iii) Whether this Agreement is in full force and effect.

Such estoppel certificate shall act to estop the issuer from asserting a claim or defense against a bona fide Mortgagee or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the estoppel certificate which are contrary to the facts contained therein, and such bona fide Mortgagee or purchaser has acted in reasonable reliance upon such estoppel certificate without knowledge of facts to the contrary. The issuance of an estoppel certificate shall in no event subject the issuer to any liability for the negligent or inadvertent failure of the issuer to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer to perform an audit or obtain an adjustment with respect to Common Area Maintenance Costs for any year it is entitled to do so, or to challenge acts committed by other Parties for which approval by the Parties was required but not sought or obtained.

10.02 Notices.

(a) All notices, demands and requests (collectively, a "notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered by hand delivery to the Party intended, (ii) delivered by United States certified mail, postage prepaid, return receipt requested to the then designated address of the Party intended, (iii) sent by nationally recognized overnight courier with delivery instructions for "next business day" service, or (iv) transmitted by electronic mail to an email address provided by the intended Party. The initial addresses of the Parties shall be:

If to the City: City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills AL 35216
Attention: Mayor

With copies to: City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills AL 35216
Attention: City Manager

Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

Patrick H. Boone
215 Richard Arrington Jr., Blvd. N., Suite 705
Birmingham, Alabama 35203

If to Developer: Vestavia Plaza LLC
505 North 20th Street, Ste 700
Birmingham, AL 35203
Attention: Mr. Robert Schleusner

With a copy to: Dwight L. Mixson, Jr.
Burr & Forman, LLP
3400 Wells Fargo Tower
420 North 20th Street
Birmingham AL 35203

(b) Upon at least ten (10) days prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

10.03 Approval Rights.

(a) Except as otherwise provided herein, with respect to any matter as to which a Party has specifically been granted an approval right under this Agreement, nothing contained in this Agreement shall limit the right of a Party to exercise its business judgment, in its sole discretion, whether or not “objectively” reasonable under the circumstances, and any such decision shall not be deemed inconsistent with any covenant of good faith and fair dealing which may be implied by law to be part of this Agreement. The Parties intend by this Agreement to set forth their entire understanding with respect to the terms, covenants, conditions and standards pursuant to which their obligations are to be judged and their performance measured.

(b) Unless provision is made for a specific time period, each response to a request for an approval or consent required to be considered pursuant to this Agreement shall be

given by the Party to whom directed within thirty (30) days after receipt thereof. Each disapproval shall be in writing and, subject to Section 10.03(a) above, the reasons therefor shall be clearly stated. If a response is not given within the required time period, the requested Party shall be deemed to have given its approval if the original notice stated in capitalized letters that failure to respond within the applicable time period will be deemed an approval. Notwithstanding anything contained herein to the contrary, the provisions of this Section 10.03(b) do not apply in any manner or fashion to any request which requires an amendment to this Agreement, such requests being governed solely by the provisions of Section 10.06.

10.04 Binding Effect. The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind the Tracts described herein and inure to the benefit of and be binding upon each Party and such Party's successors and assigns.

10.05 Construction and Interpretation.

(a) This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Agreement and the Exhibits attached hereto. This Agreement has been fully negotiated at arm's length between the signatories hereto, and after advice by counsel and other representatives chosen by such Parties, and such Parties are fully informed with respect thereto; no such Party shall be deemed the scrivener of this Agreement; and, based on the foregoing, the provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any Party.

(b) Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

(c) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions and headings shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(d) Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any Person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

(e) This Agreement shall be governed by the laws of the State of Alabama.

(f) This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

(g) This Agreement may be amended by, and only by, a written agreement signed by all of the then current owners of the Combined Tracts and shall be effective only when recorded in the Probate Office. Notwithstanding the forgoing, to the extent any Tract is encumbered by a Mortgage, any amendments to this Agreement must also be consented to and approved in writing by the holder of any Mortgage encumbering any of the Tracts. No amendment to this Agreement shall ever require any Occupant or Person other than the Parties (and their respective Mortgagees) to consent to or approve of such amendment, nor shall any Occupant or other Person other than the Parties have any right to enforce any of the provisions hereof. Since the submission of a proposed amendment to the Parties is not an item of "consent" or "approval", each Party may consider any proposed amendment to this Agreement in its sole and absolute discretion without regard to reasonableness or timeliness.

(h) None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

(i) Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Combined Tracts or of any Tract or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

(j) It is expressly agreed that no breach of this Agreement shall (i) entitle any Party to cancel, rescind, or otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any Mortgage made in good faith and for value as to any part of the Combined Tracts. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such breach.

(k) Time is of the essence of this Agreement.

(l) The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the

performance of the same provision or any other term or provision contained in this Agreement. The failure of a Party to provide a Reconciliation or statement for amounts owed within a specified time shall not act as a waiver of such Party's right to collect such amount upon the later issuance of the required Reconciliation or statement.

(m) This Agreement shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2112; provided, however, that the easements referred to in Article II hereof which are specified as being perpetual or as continuing beyond the term of this Agreement shall continue in full force and effect as provided herein.

(n) No Party may transfer or assign any of their respective rights, powers, reservations, easements or duties contained herein to any other Person unless that Person is the then owner of a Tract. Notwithstanding anything provided herein to the contrary, the holder of any Mortgage, lien, pledge, encumbrance or other hypothecation shall not, by virtue of such Mortgage, pledge, lien, encumbrance or other hypothecation, become a Party to this Agreement unless only to the extent such Mortgagee becomes the owner of fee simple title to any Tract.

(o) Each Party waives any right to seek or obtain judicial partition of any portion of the Combined Parcels.

(p) Oral Statements or representations made by any Party shall not be binding on the other Party.

(q) Except as expressly set forth in this Agreement, no other adjoining property owner or third party shall have (a) any right, title or interest whatsoever in the Combined Tracts or the operation thereof, or in the enforcement of any of the terms and provisions of this Agreement or (b) the right to consent to or approve of any amendment or modification to this Agreement.

10.06 Business Day. Any references herein to "business days" shall mean and refer to the days of Monday through Friday of each week, holidays excluded.

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

SIGNATURE PAGE
FOR
CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT
BETWEEN
VESTAVIA PLAZA LLC,
AND
CITY OF VESTAVIA HILLS, ALABAMA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DEVELOPER:

VESTAVIA PLAZA LLC, an
Alabama limited liability company

By: [Signature]
Printed Name: ROBERT A. JOHNSON
Title: UGP

CITY:

CITY OF VESTAVIA HILLS, ALABAMA, an
Alabama municipal corporation

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

SIGNATURE PAGE
FOR
CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT
BETWEEN
VESTAVIA PLAZA LLC,
AND
CITY OF VESTAVIA HILLS, ALABAMA

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DEVELOPER:

VESTAVIA PLAZA LLC, an
Alabama limited liability company

By: _____
Printed Name: _____
Title: _____

CITY:

CITY OF VESTAVIA HILLS, ALABAMA, an
Alabama municipal corporation

By: Albert C. Zarog
Printed Name: Albert C. Zarog
Title: Mayor

By: Jeffrey Downes
Printed Name: Jeffrey Downes
Title: City Manager

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that ROBERT A SCHLEUSNER, whose name as ^{Manager} ~~Member~~ of VESTAVIA PLAZA LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such ^{Manager} ~~Member~~ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 21ST day of NOVEMBER, 2013.
2013.

Dianne B. Ellis
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 19, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as Mayor of CITY OF VESTAVIA HILLS, ALABAMA, an Alabama municipal 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, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this ___ day of _____,
2013.

Notary Public
My commission expires: _____

[NOTARIAL SEAL]

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as Member of **VESTAVIA PLAZA LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this ___ day of _____, 2013.

[NOTARIAL SEAL] _____
Notary Public
My commission expires: _____

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Alberto C. Zaragoza, Jr., whose name as Mayor of **CITY OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal 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, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this 21st day of November, 2013.

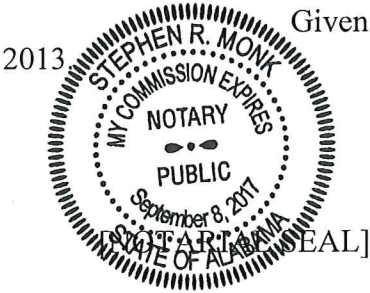


[Signature]
Notary Public
My commission expires: 9.8.17

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffrey Downes, whose name as City Manager of **CITY OF VESTAVIA HILLS, ALABAMA**, an Alabama municipal 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, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this 21st day of November,



[Signature]

Notary Public

My commission expires: 9-8-17

CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE is made and entered into as of the 7th day of November, 2013 by SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), a Delaware corporation, as mortgagee, acting by and through SUN CAPITAL ADVISERS, LLC, AS SERVICER ("Mortgagee").

RECITALS:

Mortgagee is the holder of that certain (a) Mortgage dated February 16, 2005 executed by Vestavia Plaza LLC, an Alabama limited liability company ("Mortgagor"), in favor of Mortgagee and recorded in Instrument No. 200503/2086 in the Office of the Judge of Probate of Jefferson County, Alabama (the "Probate Office"), (b) Assignment of Rents and Leases dated February 16, 2005, executed by Mortgagor in favor of Mortgagee and recorded in Instrument No. 200503/2087 in the Probate Office and (c) UCC Financing Statement recorded in Instrument No. 200503/2088 in the Probate Office, as continued by Continuation Statement recorded in Book LR200910, Page 19955 in the Probate Office (collectively, the "Mortgage").

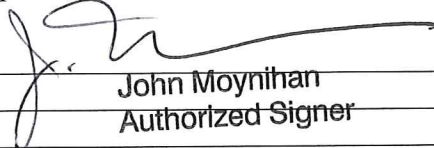
Contemporaneously herewith, the City of Vestavia Hills, Alabama, an Alabama municipal corporation, and Mortgagor have entered into that certain Construction, Operation and Reciprocal Easement Agreement (the "COREA"), to which this Consent is attached. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the COREA.

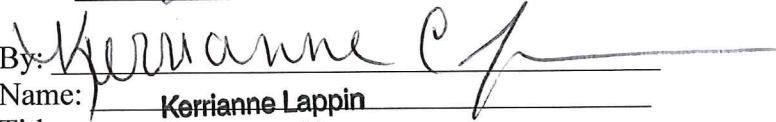
Mortgagee, as the holder of the Mortgage, desires to consent to the execution of the COREA by Mortgagor.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby consent to the execution of the COREA by the Mortgagor and does further agree that the Mortgage is hereby made subject and subordinate to all of terms and provisions of the COREA.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of the day and year first above written.

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), a Delaware corporation
By: Sun Capital Advisers, LLC, its Servicer

By: 
Name: John Moynihan
Title: Authorized Signer

By: 
Name: Kerrienne Lappin
Title: Authorized Signer

COMMONWEALTH OF MASSACHUSETTS)
)SS.:
COUNTY OF NORFOLK)

BEFORE ME, a Notary Public in and for said County and Commonwealth, personally appeared SUN CAPITAL ADVISERS, LLC, as Servicer for SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), a Delaware corporation, by John Moynihan, its AUTHORIZED SIGNER, and Kerrienne C. Lappin, its AUTHORIZED SIGNER, and each proved to me through satisfactory evidence of identification, to be person whose name is signed on the preceding or attached documents and who acknowledged that he/she did sign the foregoing instrument for and behalf of said SUN CAPITAL ADVISERS, LLC, and that the same is his/her free act and deed individually and as such AUTHORIZED SIGNERS and the free act and deed of said SUN CAPITAL ADVISERS, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wellesley Hills, Norfolk County, Commonwealth of Massachusetts on November 7, 2013.

Notary Public
Commonwealth of Massachusetts

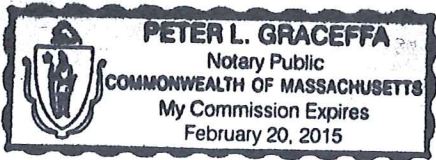


Exhibit A

Legal Description of the City Lot

Lot 2A, according to the Lot 2 Cobbs Addition to Vestavia Hills Resurvey Final Plat, as recorded in Map Book 237, Page 99 in the Office of the Judge of Probate of Jefferson County, Alabama.

Exhibit B

Legal Description of Developer Tract

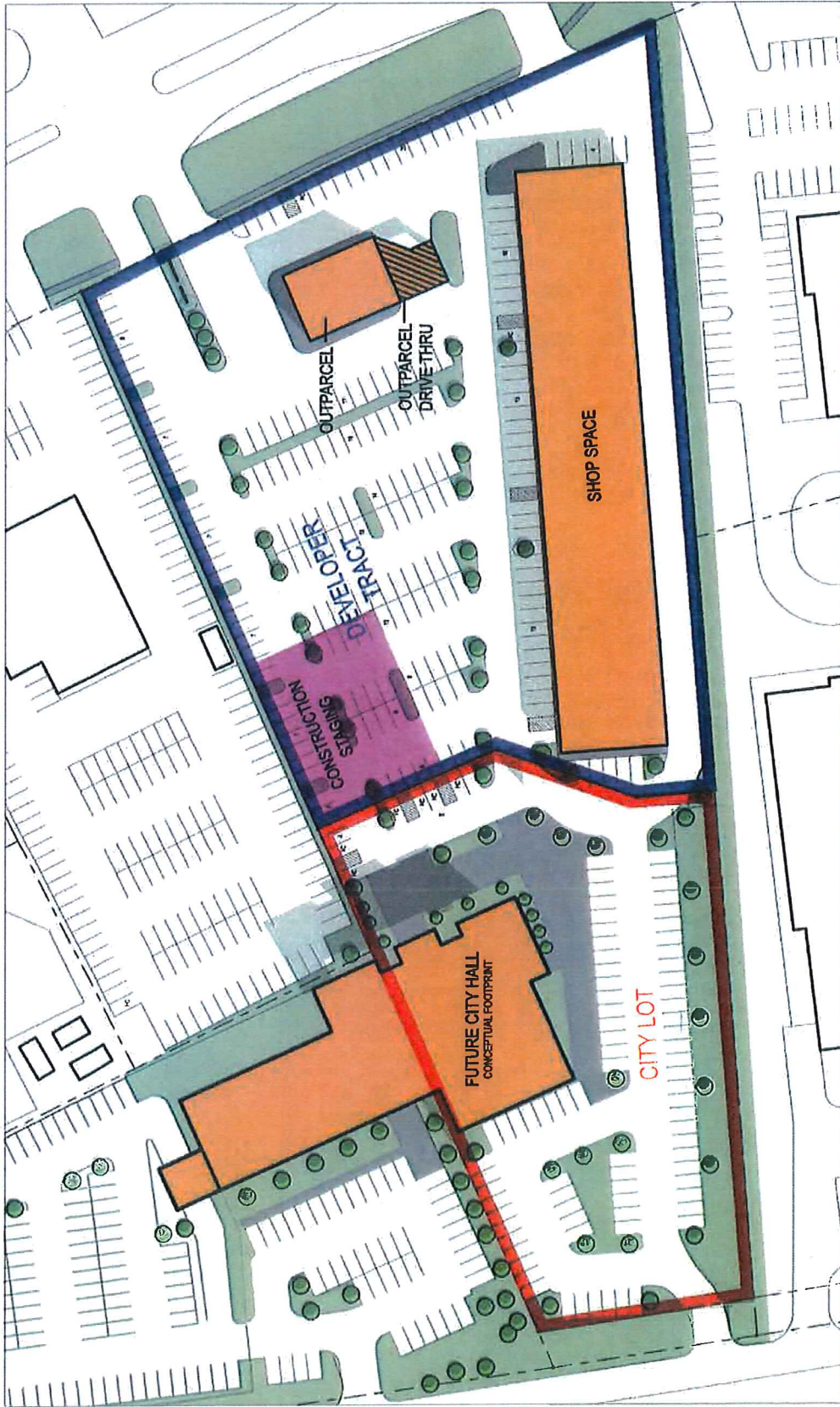
Lot 2B, according to the Lot 2 Cobbs Addition to Vestavia Hills Resurvey Final Plat, as recorded in Map Book 237, Page 99 in the Office of the Judge of Probate of Jefferson County, Alabama.

Exhibit C

Location of Construction Staging Area

See Attached.





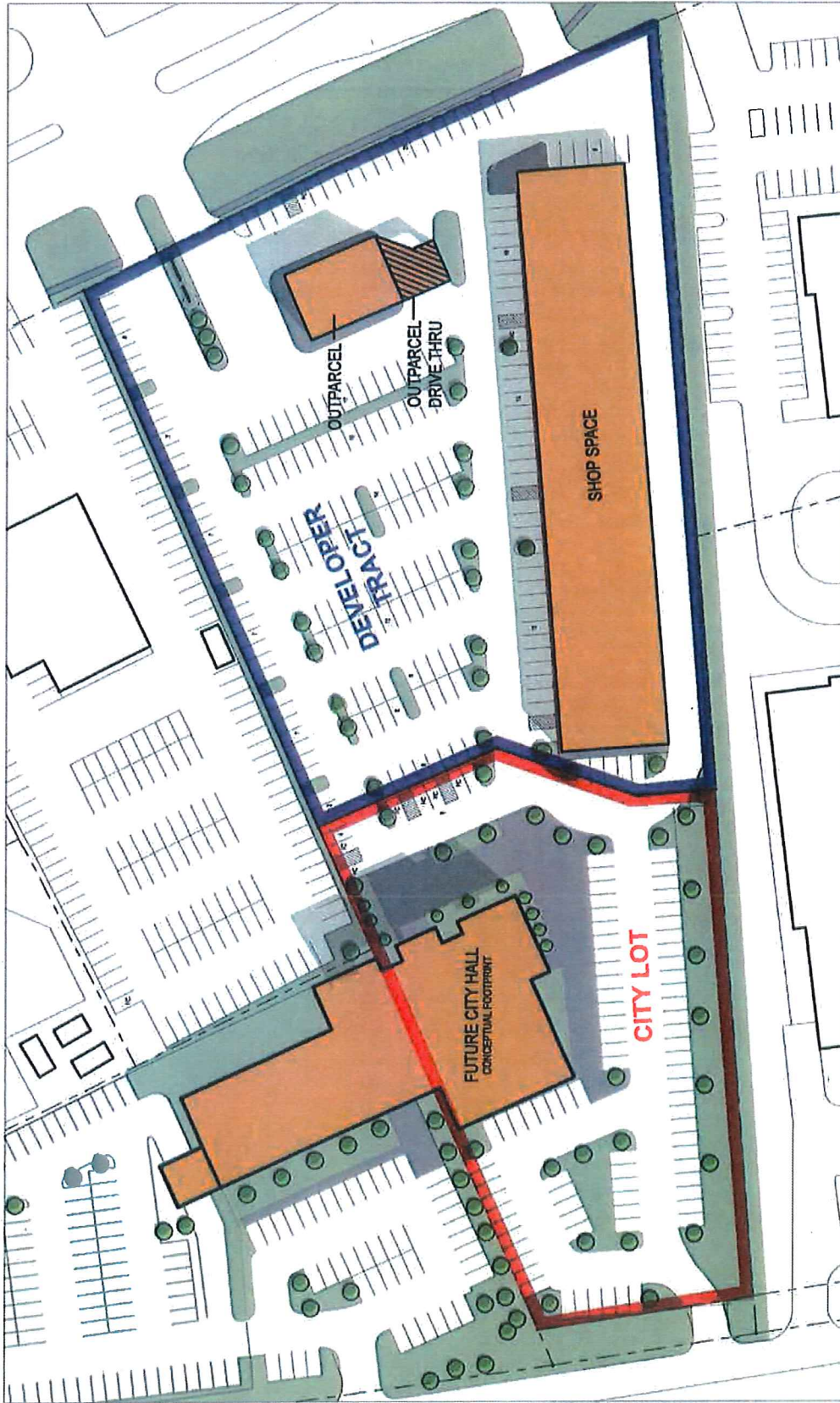
LOCATION OF CONSTRUCTION STAGING AREA
JUNE 18, 2013

VESTAVIA HILLS CITY HALL
1/8" = 1'-0"

Exhibit D-1

**General Site Plan Reflecting Locations of the City Lot
and the Developer Tract
(including the Shop Space, Outparcel and Outparcel Drive-Through)**

See Attached.



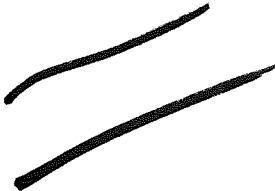
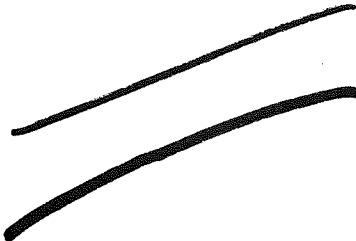
VESTAVIA HILLS CITY HALL
1/8" = 1' - 0"

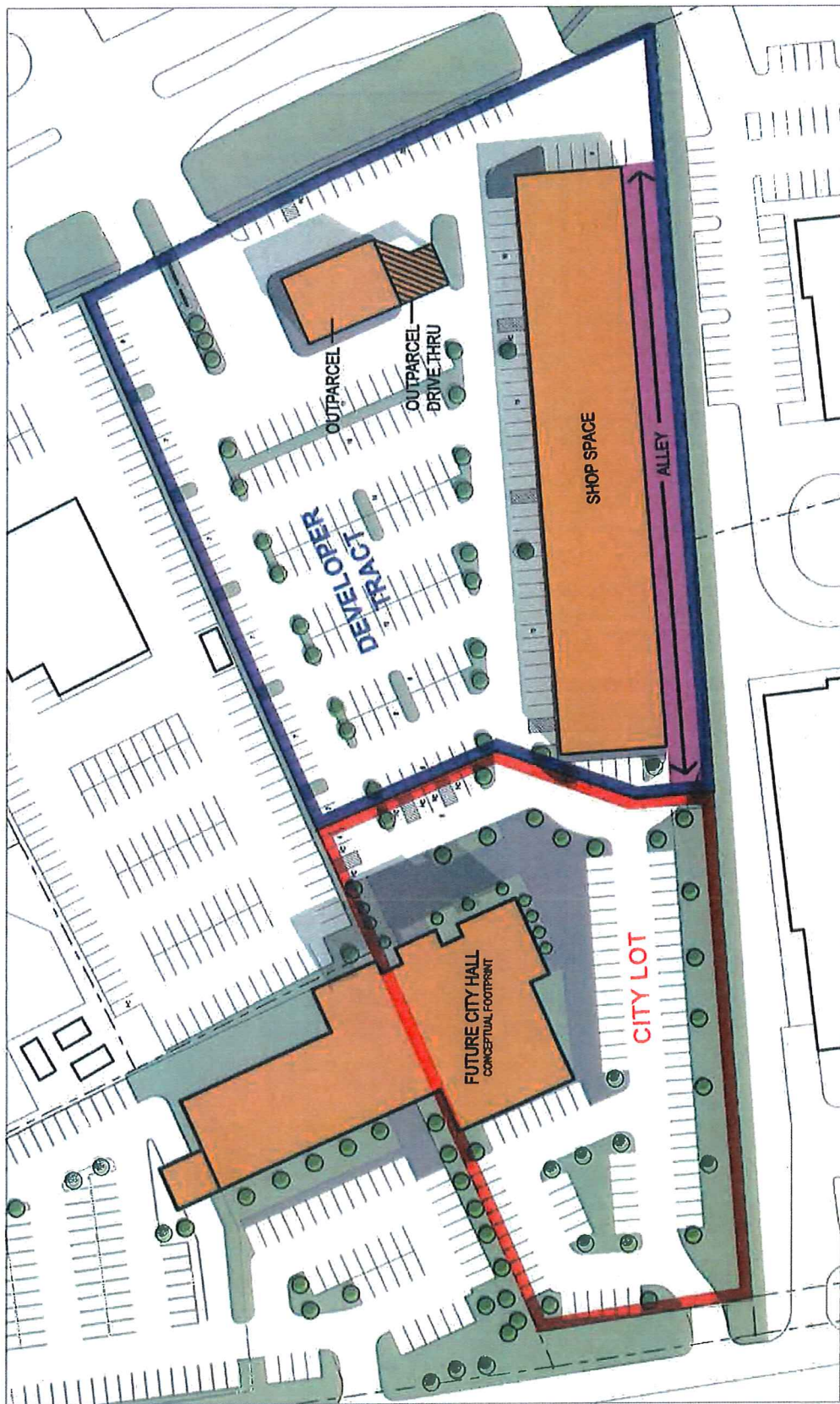
GENERAL SITE PLAN REFLECTING LOCATIONS OF CITY LOT AND DEVELOPER TRACT
(INCLUDING THE SHOP SPACE, OUTPARCEL AND OUTPARCEL DRIVE-THRU)
JUNE 16, 2013

Exhibit D-2

Location of Alley

See Attached.





LOCATION OF ALLEY
JUNE 18, 2013

VESTAVIA HILLS CITY HALL
1/8" = 1'-0"

Exhibit D-3

[Intentionally Omitted]

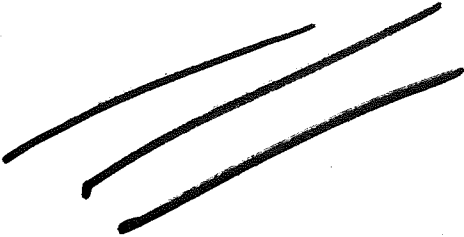
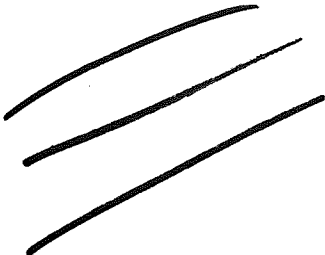
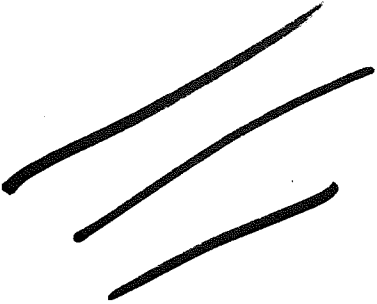
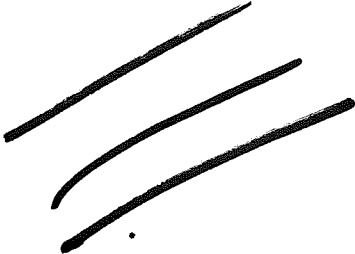
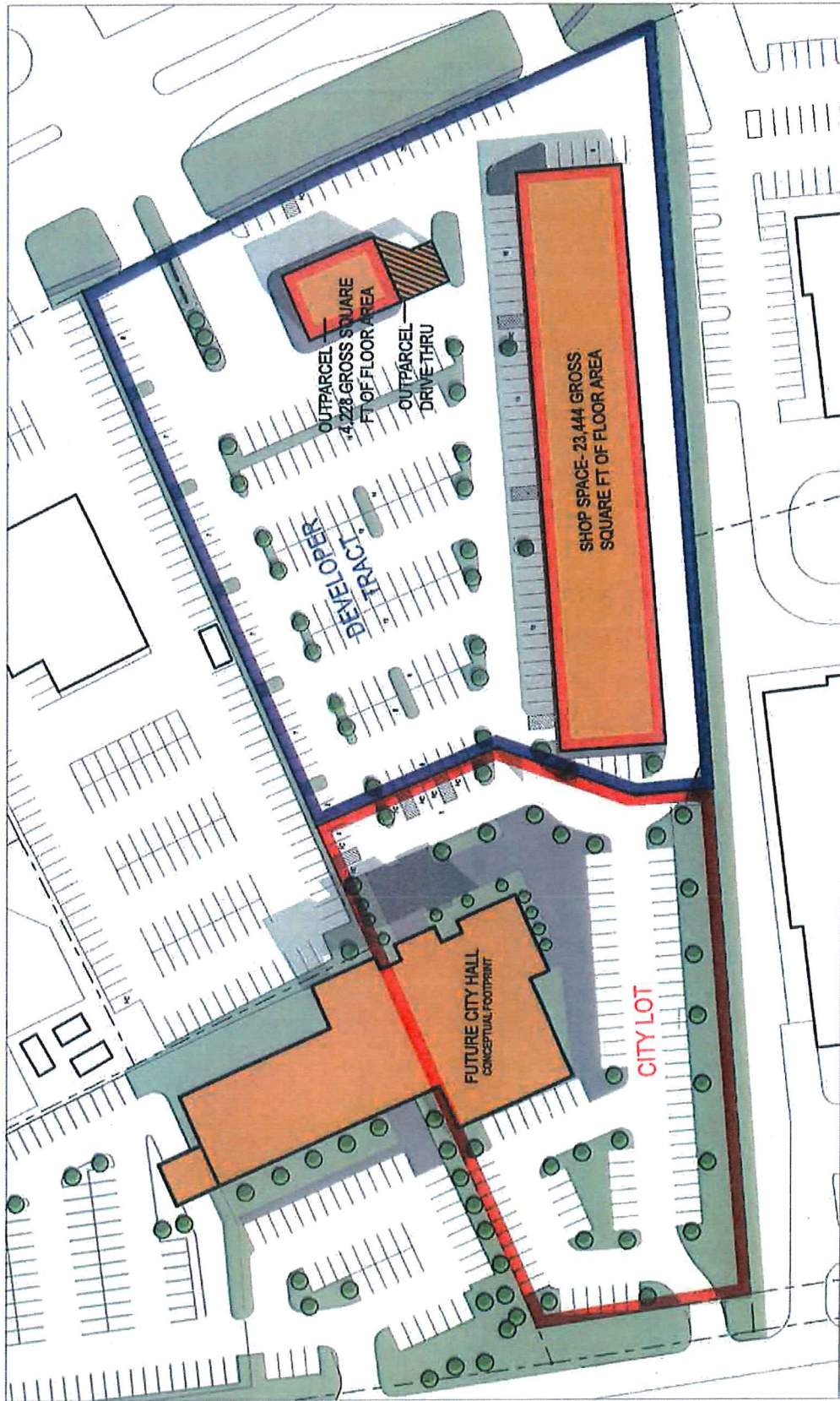


Exhibit D-4

Location of Building Area

See Attached.





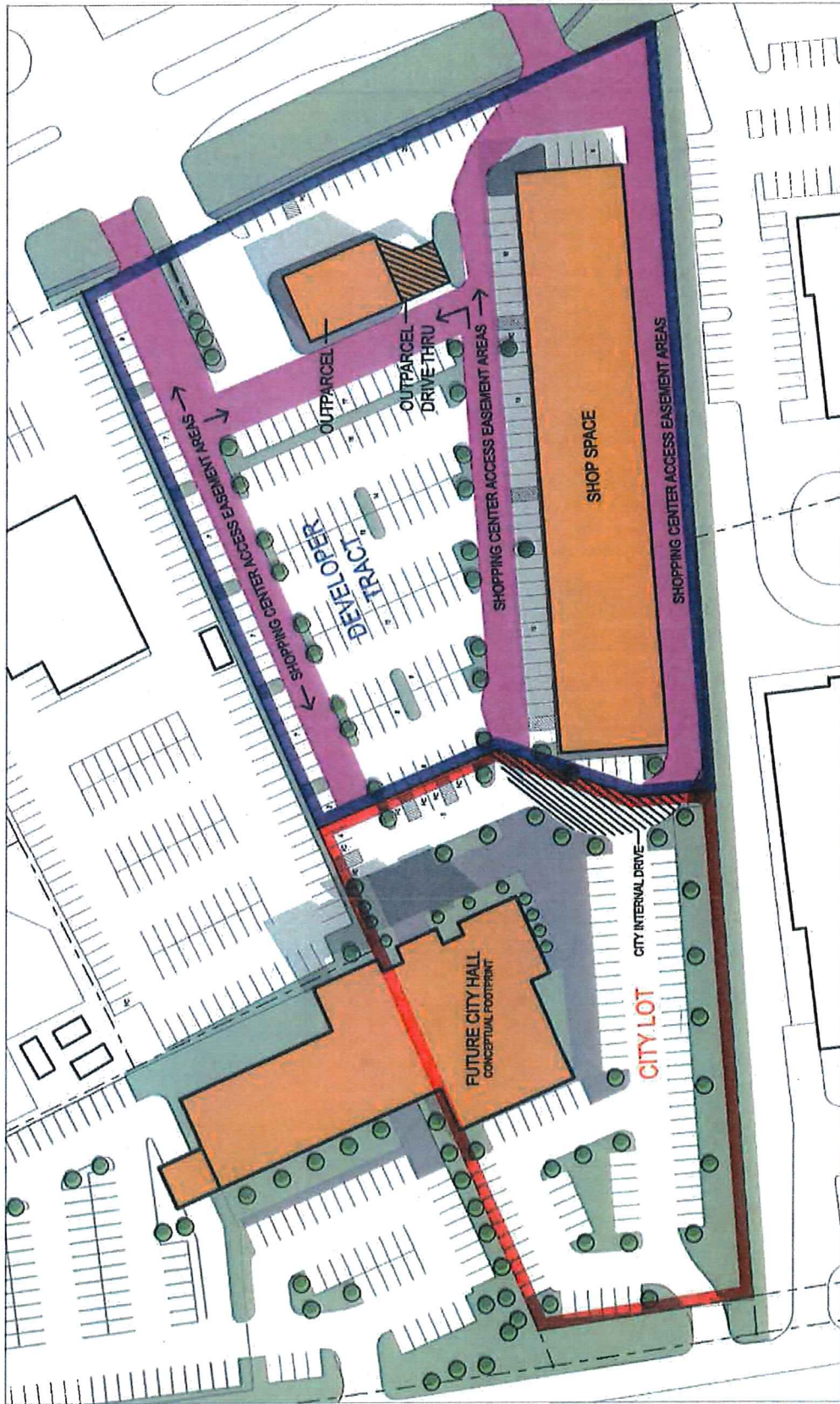
LOCATION OF BUILDING AREA
JUNE 16, 2013

VESTAVIA HILLS CITY HALL
1007-11-07

Exhibit D-5

Location of City Internal Drive and Shopping Center Access Easement Areas

See Attached.



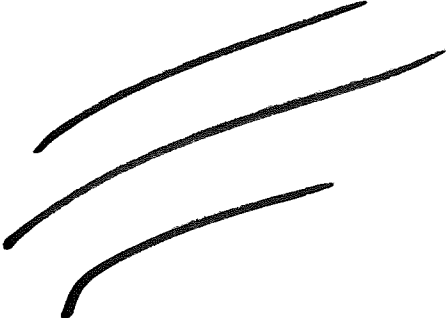
VESTAVIA HILLS CITY HALL
1/8" = 1'-0"

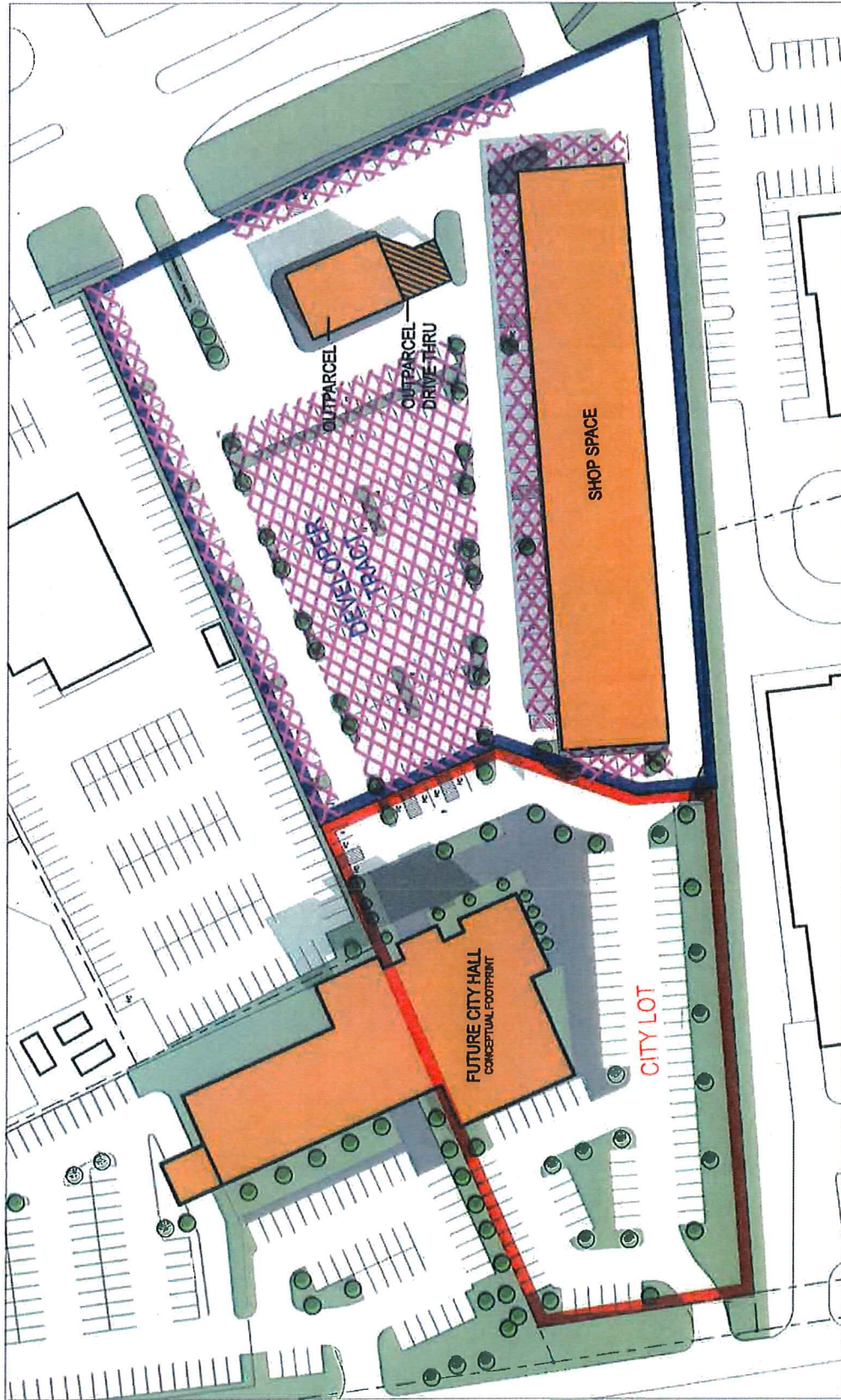
LOCATION OF CITY INTERNAL DRIVE AND SHOPPING CENTER
ACCESS EASEMENT AREAS
JUNE 18, 2013

Exhibit D-6

Shopping Center Parking Area

See Attached.





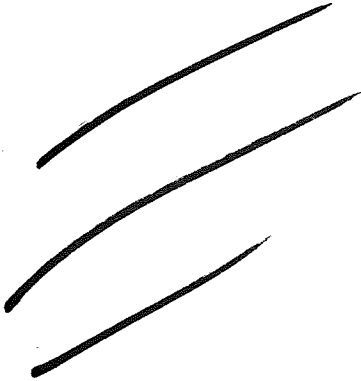
LEGEND:  Shopping Center Parking Area

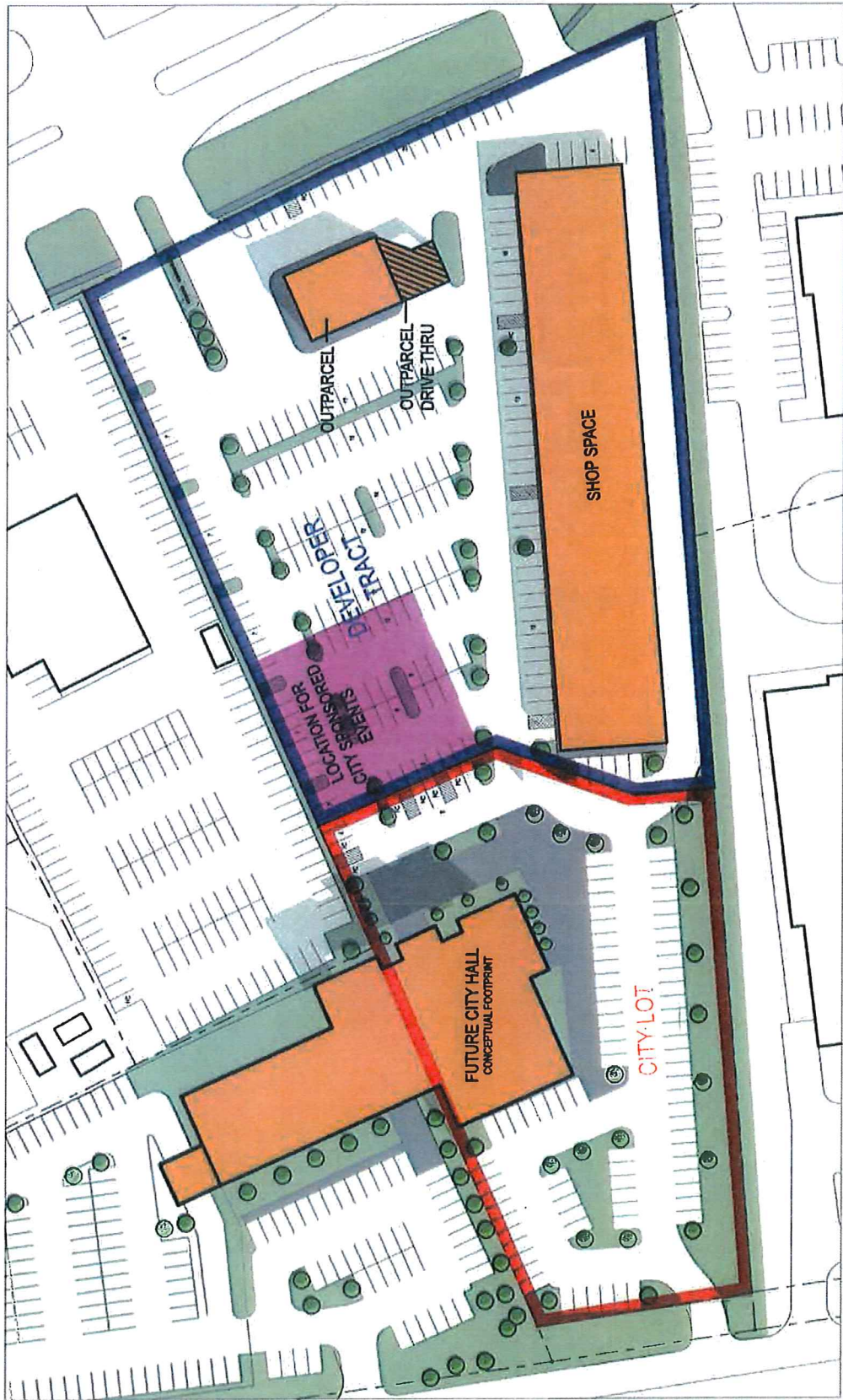
VESTAVIA HILLS CITY HALL
1/8" = 1'-0"

Exhibit E

Location of Area for City-Sponsored Events

See Attached.





LOCATION OF AREA FOR CITY-SPONSORED EVENTS
JUNE 18, 2013

VESTAVIA HILLS CITY HALL
1/8" = 1'-0"

Exhibit F

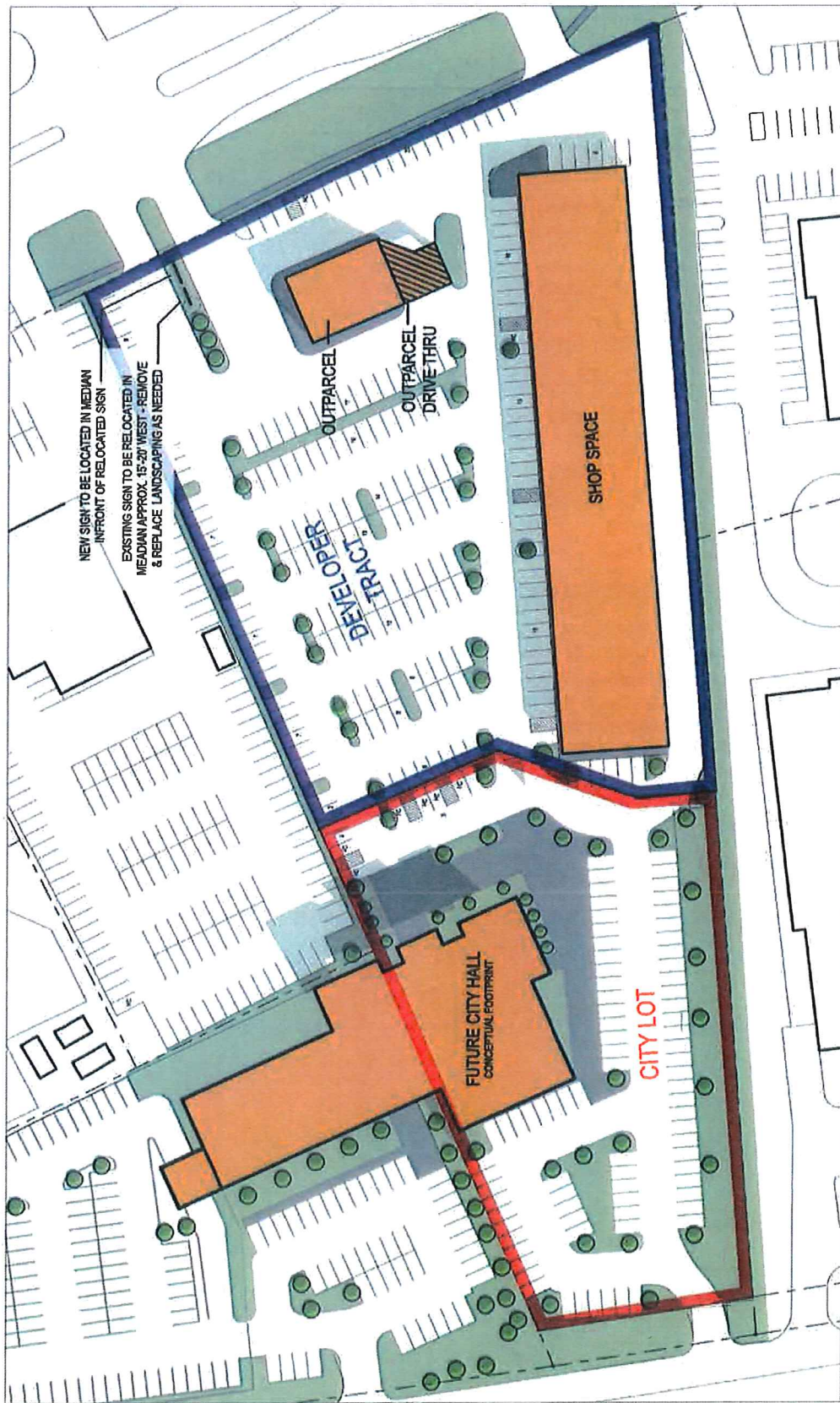
Building Heights

The maximum Building height (including any parapet wall or gable) for any Buildings within the Building Area of the Shop Space and any Buildings within the Building Area of the Outparcel shall be 20 feet measured from the existing grade (as of the date of this Agreement) for such Buildings to the top of the roof of such Buildings, and the existing height will not be increased; provided, however, that the existing gable of the Building situated on the Outparcel which is 27 feet in Building height shall be deemed approved as an exception to the foregoing restrictions but any reconstruction of said Building on said Outparcel (except to the extent required by the terms of the existing lease in effect as of the date hereof, without further amendment) must comply with the 20-foot height limitation set forth above.

Exhibit G

**Drawing Depicting Relocation of Existing Shopping Center Signage
and Location of City Signage**

See Attached.



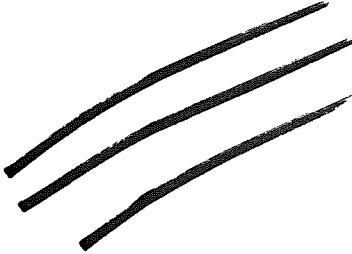
LOCATION OF SIGN PLAN EXHIBIT
JUNE 16, 2013

VESTAVIA HILLS CITY HALL
1/8" = 1'-0"

Exhibit G-1

Approximate Size and Location of City Signage

See Attached.





CONCEPTUAL SIGN EXHIBIT - AFTER ALTERATIONS
JUNE 10, 2013

20131122001261420 86/86
 Bk: LR201319 Pg:28176
 Jefferson County, Alabama
 11/22/2013 11:01:08 AM AGREE
 Fee - \$271.00

Total of Fees and Taxes-\$271.00
 LYNN

VESTAVIA HILLS CITY HALL

BURR::FORMAN LLP
results matter

Dwight L. Mixson, Jr.
dmixson@burr.com
Direct Dial: (205) 458-5280
Direct Fax: (205) 244-5682

420 North 20th Street
Suite 3400
Birmingham, AL 35203

Office (205) 251-3000
Fax (205) 458-5100

June 21, 2021

BURR.COM

VIA FEDEX

City of Vestavia Hills, Alabama
513 Montgomery Highway
Vestavia Hills, Alabama 35216
Attention: Mayor

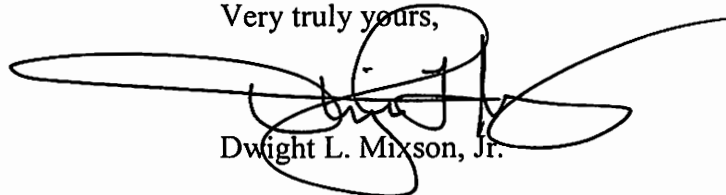
Re: *Right of First Refusal ("ROFR") pursuant to the Construction, Operation and Reciprocal Easement Agreement (the "Agreement") between Vestavia Plaza LLC ("Developer") and the City of Vestavia Hills, Alabama ("City"); capitalized terms used in this letter and not defined have the meanings set forth in the Agreement*

Ladies and Gentlemen:

This notice is being given to you on behalf of the Developer and is being provided in accordance with Article IX of the Agreement. Developer has entered into a purchase and sale agreement (a copy of which is enclosed) (the "PSA"). Pursuant to Section 9.1(c) of the Agreement the City has ten (10) business days to notify Developer of the City's exercise of its ROFR. The proposed closing date (based upon the timing of the inspection period and the period from the end of the inspection period to the closing) is ninety (90) days from the date you notify us whether you wish to exercise the ROFR or such right to exercise the ROFR expires and Developer so notifies the contract purchaser, which Developer intends to do promptly upon such expiration, if applicable (subject to any extensions expressly provided in the PSA). Please notify the undersigned and the Developer on or before the expiration of the ten (10) business days, *time being of the essence*, should you desire to exercise your ROFR. Otherwise the Developer will proceed toward closing under the PSA with the contract purchaser or its permitted assigns.

The Developer's address has changed from that set forth in the Agreement. Please send any future Developer notices to Developer at Vestavia Plaza LLC c/o Cushman Wakefield/EGS, 2100 3rd Avenue North, Suite 700, Birmingham, AL 35203, Attn: Robert Schleusner. Please continue to copy the undersigned on all notices to the Developer as required by the Agreement.

Very truly yours,



Dwight L. Mixson, Jr.

City of Vestavia Hills, Alabama

June 21, 2021

Page 2

DLM/tvw

cc: City of Vestavia Hills, City Manager
Stephen R. Monk, Esq.
Patrick H. Boone, Esq.

SALES CONTRACT

This is a legally binding contract. If not understood, seek competent advice.

Buyer hereby agrees to sell and Underliers/Assists (PURCHASER) hereby agrees to purchase the following described real estate, together with the improvements thereon and attached appurtenances (Real Estate) located in Jefferson County, Alabama on the terms stated below:
1176 Montgomery Hwy, Vestavia Hills, AL 35210. (as shown in "Exhibit A")

1. The PURCHASE PRICE shall be \$ 3,700,000.00, payable as follows:
\$ 3,700,000.00 by check, receipt of which is hereby acknowledged.

CASH on closing this sale

2. AGENCY DISCLOSURE:

The listing company Shannon Whitehack, LLC is: (Two blocks may be checked.)

- An agent of the Seller.
- An agent of both the Seller and the Purchaser.
- Assisting the Purchaser as a transaction broker.
- The selling company Shannon Whitehack, LLC is (Two blocks may be checked.)
- An agent of the Seller.
- An agent of both the Seller and the Purchaser and is acting as a limited consensual dual agent.
- Assisting the Purchaser as a transaction broker.
- An agent of the Purchaser.
- An agent of both the Seller and the Purchaser and is acting as a limited consensual dual agent.

25,000
3,725,000
3,750,000

[Handwritten initials]

3. CONDITION OF PROPERTY: Purchaser, or Purchaser's representative, shall have the right to enter the Property and building for the purpose of inspecting same, and/or making boundary line and topographical surveys of the same, and/or making soil tests thereon, and/or in general observing and investigating the conditions of the Property. Seller shall disclose any known defects to the property within ten (10) days from the date herein. Seller to deliver the property in good condition with HVAC, mechanical, electrical, plumbing, and structural systems in good working order.

4. EARNEST MONEY AND PURCHASER'S DEFAULT: Seller hereby authorizes Magic City Title to hold the earnest money in trust for Seller pending the fulfillment of this Contract. Said earnest money to be deposited within 24 hours from contract execution. In the event Purchaser fails to carry out and perform the terms of this Contract, the Earnest Money shall be forfeited as liquidated damages. In the event both Purchaser and Seller claim the Earnest Money, the firm holding the Earnest Money may interplead the disputed portion of the Earnest Money into court.

5. CUMVANCHE: Seller agrees to convey the Property to Purchaser by a general warranty deed, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein accepted or assumed will be cleared at the time of closing. The Property is sold and is to be conveyed subject to: (i) mineral and mining rights not owned by Seller; (ii) zoning classification of (w) is partially located in a flood plain and legal access to property. Purchaser shall have the right to enforce specific performance on Seller.

6. TITLE INSURANCE: Seller agrees to furnish Purchaser a standard form title insurance policy issued by a company qualified to insure title in Alabama in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title unless herein accepted. Seller to pay for all costs to perfect title. Seller shall provide Purchaser a title binder within seven (7) days of contract execution. Seller shall provide forms reasonably requested by the title company and or the lender.

7. PROVISIONS: Ad valorem taxes, back taxes, operating expenses, insurance, advanced escrows, and accrued interest on mortgages assumed, if any, are to be pro-rated between Seller and Purchaser as of the date of closing, and any advance escrow deposits held by mortgagees shall be credited to Seller.

8. CLOSING AND POSSESSION DATES: The sale shall be closed and the deed delivered on or before 15 business days after the expiration of the inspection period, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed. If the property is then vacant, otherwise, possession shall be delivered upon closing. If closing date falls on a weekend or Holiday, then closing to occur the next business day.

9. SELLER WARRANTIES: Unless excepted herein, Seller has not received from any lawful authority regarding any assessments, pending public improvements, repairs, replacement or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in the Contract. Seller warrants he is the owner of the Property or is authorized to execute this document for the fee owner. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.

10. SURVEY: Seller shall furnish to Purchaser, with it is existing, boundary and as-built survey of the Property within seven (7) days from execution of this agreement. The survey (i) shall be certified to Purchaser and the title insurance company to have been prepared in accordance with Alabama Minimum Technical Standards and (ii) must be in a form acceptable to the title insurance company so that it may delete the survey exception from the title insurance policy. The boundary survey shall show all lot lines, set back lines, the location of all utilities, the boundaries of all easements (both visible and those shown in the title commitment or otherwise known to exist), all rights of way and encroachments on the Property and shall show the location of all improvements consisted on the Property.

11. PHASE I STUDY: Seller shall supply Purchaser its existing "Phase I" environmental risk assessment for the Property within 7 (seven) days from the effective date. The cost of obtaining this report shall be borne by Seller. If the report reveals the presence of any hazardous or toxic substances, or the likely presence of any hazardous or toxic substances on the property or any other similar actual or potential environmental problem, Purchaser shall have no obligation to close on the purchase of the Property, and the Earnest Money shall be returned to Purchaser.

12. HAZARDOUS SUBSTANCES: Intentionally Deleted

13. COMMISSION: THE COMMISSION PAYABLE TO THE AGENTS IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS, INC, BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE AGENT(S) AND THE CLIENT. In this contract, Seller agrees to pay Shannon Whitehack, in CASH at closing, a commission equal to 1%.

14. **INSPECTION PERIOD:** Purchaser shall have a period of 45 days from the Effective Date of the Agreement and the date Seller notifies Buyer that the City has declined its First Right of Refusal, during which period Purchaser may, at his expense, enter and inspect the Property, undertake a title search (including any outstanding leases of the Property), soil testing, engineering and site planning, feasibility and financing studies, zoning and utility verification, and undertake such other matters as Purchaser deems necessary. During such 45 day period, if Purchaser, for any reason, determines the Property is not satisfactory for his intended use, Purchaser shall have the right to cancel this Agreement by written notice to Seller. Such cancellation shall entitle Purchaser to the return of any Earnest Money deposit previously submitted, whereupon such refund Purchaser and Seller shall have no further obligation to one another under this Agreement.

15. **ADDITIONAL PROVISIONS:** Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this Contract. ;
- A) Seller shall, within ten (10) days, provide Purchaser a copy of all information on the property that Seller possesses including: (i) Copies of all lease agreements; (ii) copies of any management or service agreements that will be in effect after closing; (iii) copies of all easements and covenants effecting property and (iv) past two years operating statement/tax returns (v) other items requested by Purchaser's lender
 - B) Estoppels: Within Twenty-Nine (29) days from the effective date, Seller shall deliver to Purchaser estoppels certificates signed by all tenants in a form provided by the lender
 - C) At closing, Seller shall execute a Lease assignment form to Purchaser for each lease.
 - D) Purchaser can extend the inspection period for one (1) period of thirty (30) days by submitting an additional \$5,000 of earnest money for each 30-day period.
 - E) Property to be delivered free from any ongoing leasing or management obligations.
 - F) Seller has the right to allocate the purchase price for the different asset classifications.
 - G) Prior to the expiration of due diligence period the seller will give a copy of the blueprints to Purchaser that Seller possesses.
 - H) Members of the purchasing entity are licensed realtors in the State of Alabama.
 - I) Seller to provide a set of keys to purchaser at closing.

16. **EFFECTIVE DATE:** The effective date of this agreement shall be the date both parties execute this agreement and Seller gives notice to Buyer that the City's Option to Purchase is null and void.

17. **ENTIRE AGREEMENT:** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PURCHASER AND SELLER REGARDING THE PROPERTY, AND SUPERSEDES ALL PRIOR DISCUSSIONS, NEGOTIATIONS, AND AGREEMENTS BETWEEN PURCHASER AND SELLER, WHETHER ORAL OR WRITTEN. NEITHER PURCHASER, SELLER, NOR AGENT, NOR ANY SALES AGENT SHALL BE BOUND BY ANY UNDERSTANDING, AGREEMENT, PROMISE OR REPRESENTATION CONCERNING THE PROPERTY, EXPRESSED OR IMPLIED, NOT SPECIFIED HEREIN. SOME OF THE MEMBERS OF THE PURCHASING ENTITY ARE LICENSED REALTORS IN THE STATE OF ALABAMA. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING. This contract is binding on the Seller, its heirs or assigns.

Each of the parties acknowledges that he has a right to be represented at all times in connection with the Contract and the closing by an attorney of his own choosing, at his own expense.

Nelja 6/7/2021
Witness to Seller's Signature

Robert A. Schaefer
SELLER: Vestavia Hills Plaza, LLC
By: ROBERT A. SCHAEFER
Its: MANAGING MEMBER LLC
Date: 4/6/2021

Angela Darden 5/13/21
Witness to Purchaser's Signature

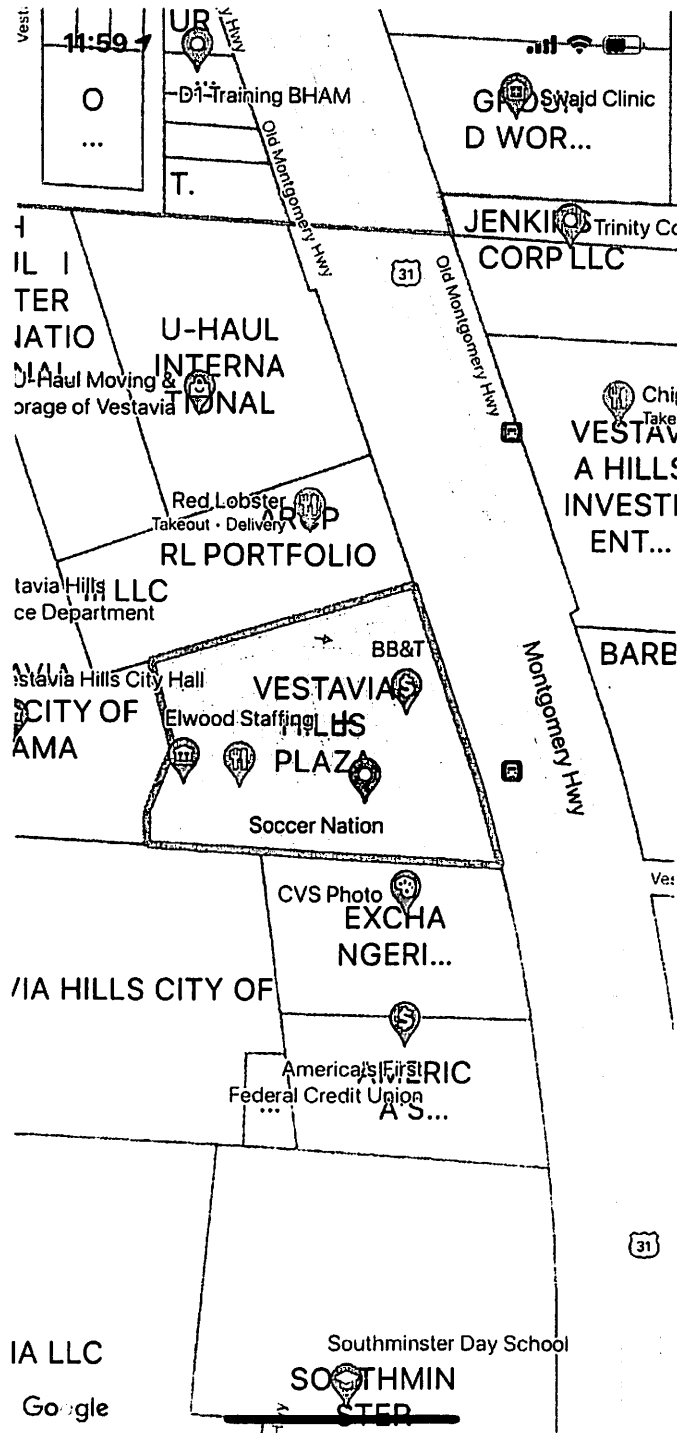
PURCHASER: SW Holdings II, LLC
By: Lee
Its: member
Date: 5/11/21

EARNEST MONEY: Receipt is hereby acknowledged of the Earnest Money as hereinafter set forth
 Cash Check

FIRM: _____

"Exhibit A"

1076 Montgomery Hwy, Vestavia Hills, AL 35216



RESOLUTION NUMBER 5333

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL FROM RAY ENGINEERING GROUP TO PROVIDE ELECTRICAL ENGINEERING SERVICES FOR THE CITY HALL AND POLICE/COURT BUILDINGS

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

1. The City Manager is hereby authorized to accept a proposal from Ray Engineering Group to provide electrical engineering services for the City of Vestavia Hills City Hall and Police/Court buildings at a cost not to exceed \$6,500; and
2. A copy of said proposal is marked as Exhibit A, attached to and incorporated into this Resolution Number 5333 as if written fully therein; and
3. This Resolution Number 5333 is effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 12th day of July, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



To-Bucky
Exhibit A - Resolution No. 5333

For inclusion
on next
agenda
JH/6.22-21
David M. Hoppe, PE
Albert E. Willard, PE

May 10, 2021

City of Vestavia Hills
City Hall
Vestavia Hills, AL

Attn: Darrin Estes

Re: Vestavia Hills City Hall &
Police Court Building
Essential Power System Modifications

Dear Darrin:

We appreciate the opportunity to provide Electrical Engineering Services for this project. We understand the scope of work to be the relocation of the existing generator, which served the entire complex, to a new location to serve the Police Court Building. An additional generator will be installed to serve select loads in the City Hall Building. The project will include electrical modifications within each building to provide essential power to areas and equipment not presently served from the generator system.

We propose to provide electrical engineering services for this project in two (2) phases:

PHASE 1: Meet with representatives of your office and of other departments, as required, to establish the scope of work to be included in the project, and to make decisions as to how we should proceed with design. Field investigations to determine existing conditions will also be included. The project budget will be established during this phase of services.

We propose to provide services for this phase on an hourly fee basis, plus expenses with an estimated maximum fee of **\$6,500.00**.

PHASE 2:

1. Preparation of contract drawings and specifications.
2. Review of submittals and shop drawings to determine compliance with contract documents.
3. Perform observations during construction to determine compliance with contract documents.

We propose to provide services for **5.0%** of the total electrical construction cost of the project.

**City of Vestavia Hills
City Hall & Police Court Building
Essential Power System Modifications**

**Page 2
May 10, 2021**

The following are not included in this proposal but can be performed as additional services:

1. Changes to design documents after final plans have been accepted.
2. Value engineering analysis over and above normal construction cost review.

Our standard terms for payment are as follows:

Fees will be invoiced on an hourly basis during Phase 1 services. Fees will be invoiced on a percent of completion basis during Phase 2, including preparation of construction documents, and as construction administration progresses. Invoices will be due within 60 days of invoice.

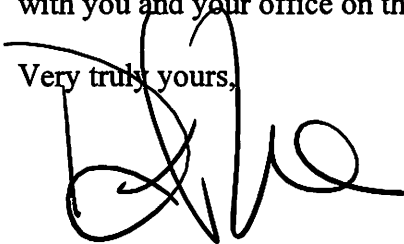
A 1.5% per month charge will be applied to all outstanding balances not paid within the stated time frame(s).

In the event any portion of an account remains unpaid 180 days after invoice date, City of Vestavia Hills agrees to pay cost(s) of collection, including reasonable attorneys' fees and associated costs.

If this proposal is acceptable, please sign in the appropriate space provided below, and return one (1) copy of this letter to us for our file.

Once again thank you for requesting a proposal for our services. We look forward to working with you and your office on this project.

Very truly yours,



David M. Hoppe, PE

dmh

cc: Bookkeeping
File

**City of Vestavia Hills
City Hall & Police Court Building
Essential Power System Modifications**

APPROVAL:

City of Vestavia Hills

BY: _____
(SIGNATURE)

(PRINT OR TYPE NAME)

(TITLE)

(DATE)

ORDINANCE NUMBER 3022

AN ORDINANCE TO REPEAL ORDINANCE NUMBERS 56 AND 2279; TO AMEND CHAPTER 6, ARTICLE II, DIVISION I, SECTIONS 16-17, 6-18, 6-19, IN THE VESTAVIA HILLS CODE OF ORDINANCES; AND TO PROHIBIT THE SALE, POSSESSION, USE, STORAGE, DISTRIBUTION AND MANUFACTURE OF PYROTECHNICS AND FIREWORKS IN THE CITY OF VESTAVIA HILLS, ALABAMA; AND TO PRESCRIBE THE PENALTIES FOR VIOLATION OF THIS ORDINANCE.

THIS ORDINANCE NUMBER 3022 is approved and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 12th day of July, 2021.

WITNESSETH THESE RECITALS:

WHEREAS, on December 3, 1958, the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 56 prohibiting the sale, possession or use of pyrotechnics in the City of Vestavia Hills, Alabama; and

WHEREAS, on November 23, 2009, the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 2279 to prohibit the sale, possession or use of consumer fireworks in the City of Vestavia Hills, Alabama; and

WHEREAS, the Vestavia Hills Code of Ordinances codifies Ordinance Number 56 and Ordinance Number 2279 in Chapter 6, Article II, Division 1, Sections 6-17, 6-18 and 6-19; and

WHEREAS, the Alabama Legislature enacted Act Number 2021-399 (the "Act") relating to fireworks and pyrotechnics; to amend Sections 8-17-210, 8-17-211, 8-17-216.1, 8-17-217, 8-17-218, 8-17-219, 8-17-220, 8-17-225, 8-17-226, 8-17-237, 8-17-255, 34-33-11, 34-33A-12 and 36-19-29, *Code of Alabama, 1975*; and to add Section 36-19-31 to the *Code of Alabama, 1975*; to redesignate common fireworks as consumer fireworks and to provide for the regulation of consumer fireworks; and

WHEREAS, the Act amended Title 8-17-226, *Code of Alabama, 1975*, to read as follows

“§8-17-226.

(a) This article shall in no wise affect the validity of any city ordinance further restricting the sale or use of aerial devices and audible ground devices, including the authority to adopt ordinances related to aerial devices, sparkling devices, and audible ground devices in accordance with Section 11-45-9.1.

(b) A municipality may enact an ordinance further restricting the sale or use of sparkling devices or novelties. The State Fire Marshal shall keep a current listing of those municipalities that have enacted an ordinance further restricting the sale or use of

sparkling devices or novelties. This subsection shall not affect any existing ordinance in a Class 1 municipality;” and

WHEREAS, the Act was signed by Governor Kay Ivey on May 13, 2021 and becomes effective July 12, 2021; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama hereby finds and determines that the enactment of this Ordinance Number 3022 prohibiting the sale, possession, use, storage, distribution and manufacture of pyrotechnics and fireworks within the City limits of the City of Vestavia Hills, Alabama will promote the health, safety and welfare of the inhabitants of the municipality.

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

SECTION 1: DEFINITIONS: For purposes of this Ordinance Number 3022, the term “fireworks” shall mean and include the following:

- A. Pyrotechnics.
- B. Squib.
- C. Rocket.
- D. Firecracker.
- E. Roman candle.
- F. Fire balloon.
- G. Signal light.
- H. Railway track torpedo.
- I. Flashlight composition.
- J. Aerial devices being any type of Department of Transportation (“D.O.T”) Class C Consumer Fireworks as defined in Alabama Legislative Act No. 2021-399 (codified at Title 8-17-210, *Code of Alabama, 1975*).
- K. Audible ground devices being any type of D.O.T. Class C Consumer Fireworks as defined by Alabama Legislative Act No. 2021-399 (codified at Title 8-17-210, *Code of Alabama, 1975*).
- L. D.O.T. Class C Consumer Fireworks as defined in Alabama Legislative Act No. 2021-399 (codified at Title 8-17-210, *Code of Alabama, 1975*).
- M. Novelties as defined in Alabama Legislative Act No. 2021-399 (codified at Title 8-17-210, *Code of Alabama, 1975*), including any and all of the following:

- (i) party poppers.
- (ii) snappers.
- (iii) toy smoke devices.
- (iv) Snake, glow worms.
- (v) wire sparklers, dipped sticks.

N. Sparkling devices as defined in Alabama Legislative Act No. 2021-399 (codified at Title 8-17-210, *Code of Alabama, 1975*).

O. Anything that will detonate or explode.

P. Other devices or compositions used to obtain visible or audible pyrotechnic display or other result.

SECTION 2: UNLAWFUL AND PROHIBITED ACTS: Except as herein provided, it shall be unlawful for any person, firm, partnership, corporation or other legal entity to sell, possess, use, keep, store, distribute or manufacture any pyrotechnics or fireworks within the corporate City limits of the City of Vestavia Hills, Alabama.

SECTION 3: PERMIT FOR SPECIAL EVENT: The Chief of the Vestavia Hills Police Department may, upon due application, grant and issue a permit to a properly qualified person, firm, partnership, corporation or other legal entity for producing, making or giving a pyrotechnic display of fireworks in the public parks or other open places within the City of Vestavia Hills, Alabama.

SECTION 4: VIOLATIONS AND PENALTIES: It shall be unlawful to violate any of the terms and provisions of this ordinance. Any person, firm or corporation violating any of the said terms and provisions of this ordinance shall, upon conviction, be punished in accordance with Title 11-45-9, *Code of Alabama, 1975*, for a misdemeanor violation for each such offense. Each day any violation of this ordinance shall continue shall constitute a separate offense.

SECTION 5: SEVERABILITY CLAUSE: If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 6: ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

SECTION 7. REPEALER CLAUSE: Ordinance Number 56 and Ordinance Number 2279, codified in Chapter 6, Article II, Division 1, Sections 6-16, 6-17 and 6-18, are hereby repealed.

SECTION 8: EFFECTIVE DATE: This Ordinance Number 3022 shall become effective immediately upon adoption and publication or posting as required by Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 12th day of July, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance No. 3022 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 12th day of July, 2021, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

June 16, 2021

By Electronic Mail

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

In Re: New Ordinance Number 3022 Prohibiting the Sale, Possession, Use, Storage, Distribution and Manufacture of Pyrotechnics and Fireworks in the City of Vestavia Hills, Alabama

Dear Mr. Downes:

Recently, the Alabama Legislature enacted Act No. 2021-399 to provide for the regulation of consumer fireworks. That law will become effective on July 12, 2021.

It is my legal opinion that the City should approve and adopt a new Ordinance to prohibit the sale, possession, use, storage, distribution and manufacture of pyrotechnics and fireworks in the City. I have prepared and submit Ordinance Number 3022.

I recommend as follows:

1. That Ordinance Number 3022 be put on the City Council agenda for June 28, 2021 for a first read.
2. That Ordinance Number 3022 be put on the City Council agenda for its meeting on July 12, 2021 for consideration of approval.

I have sent Ordinance Number 3022 to Becky Leavings in "Word" format. Please call me if you have any questions.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Enclosure

cc: Mayor Ashley C. Curry (by e-mail)
City Clerk Rebecca Leavings (by e-mail)
Fire Marshal Ryan Farrell (by e-mail)

ORDINANCE NUMBER 3023

**AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL
FOR A HOME OCCUPATION**

WHEREAS, on October 16, 2000 the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 1838 creating and establishing a P.U.D. (planned unit development) classification; and

WHEREAS, on February 19, 2001 the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 1864 to rezone 3,350 +/- acres from multiple Jefferson County and Vestavia Hills zoning classifications to Vestavia Hills P.U.D.; and

WHEREAS, Section 709.5.A.1.b of Ordinance Number 1838 classifies a “home occupation” permitted only as a “Conditional Use” and

WHEREAS, Willie and Darlene S. Myers, Jr., have submitted application for conditional use approval for a home occupation to be operated in the residence located at 4950 Reynolds Lane, Vestavia Hills, Alabama located in the Liberty Park P.U.D.; and

WHEREAS, Mr. and Mrs. Myers have indicated in their application for conditional use approval that they will operate a claims adjustment business out of their home pursuant to the specifications of a home occupation; and

WHEREAS, a copy of said application dated May 6, 2021 is attached and hereby incorporated into this Ordinance Number 3023.

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

1. Conditional Use Approval is hereby approved for Willie and Darlene S. Myers, Jr., for a home occupation as described in the above-referenced application for their residence located at 4950 Reynolds Lane, Vestavia Hills, Alabama located in Liberty Park P.U.D. subject to the provisions in Article 9 of the Vestavia Hills Zoning Code outlined as follows:
 - (1) “Home occupation is defined as any use customarily conducted entirely within a dwelling and carried on solely by the inhabitant thereof, and which use is clearly incidental, accessory, subordinate and secondary to the use of the dwelling for dwelling purposes, and does not change the character of the

dwelling itself or any part of parcel of property in the neighborhood surrounding said dwelling.

- (2) Home occupations shall be conducted only in the main dwelling building on the lot. No more than twenty-five percent (25%) of the said dwelling may be used for a home occupation.
 - (3) There shall be no public display of goods and absolutely no commodities sold on the premises; no customer, client or employee traffic to, at or near the residence that is generated, directly or indirectly, by said home occupation. There shall be no pickup or deliveries to the residences that are related to said home occupation whether directly or indirectly.
 - (4) No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.
 - (5) No home occupation or profession shall be permitted if such occupation creates noise, odors, vibrations or traffic which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.
 - (6) In order to be a permitted home occupation or profession, the use must be one which is habitually, customarily and commonly established as a reasonable incidental, accessory, subordinate and secondary use.
 - (7) Operation of any and all other business of any nature in residential zones is expressly prohibited; and
 - (8) The activity carried on as home occupation shall be limited to the hours between 7:00 AM and 10:00 PM.”
2. Conditional Use Approval is further conditioned upon and subject to all applicable private and restrictive covenants attached to the property located at 4950 Reynolds Lane, Vestavia Hills, Alabama located in the Liberty Park P.U.D.
 3. A City of Vestavia Hills Business License shall be issued upon application and payment by Mr. and Mrs. Myers working to the rules and regulations outlined in the Vestavia Hills Business License Code and shall be renewed each year

that the home occupation is operated from the location at 4950 Reynolds Lane, Vestavia Hills, Alabama located in the Liberty Park P.U.D.

4. At any time should Mr. and/or Mrs. Myers vacate the premises located 4950 Reynolds Lane, Vestavia Hills, Alabama, discontinue or relocate their business, this conditional use approval shall be nullified and said Ordinance Number 3023 shall be automatically repealed.

ADOPTED and APPROVED this the 26th day of July, 2021.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 3023 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 26th day of July, 2021 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2021.

Rebecca Leavings
City Clerk

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

Date: **JUNE 10, 2021**

- **CASE:** P-0621-22
- **REQUESTED ACTION:** Conditional Use Approval for a home based business
- **ADDRESS/LOCATION:** 4950 Reynolds Ln.
- **APPLICANT/OWNER:** Willie & Darlene S. Myers, Jr.
- **GENERAL DISCUSSION:** The applicant wishes to conduct a home based business in Liberty Park. As currently required by the Liberty Park PUD a conditional use permit is required for a home based business. A description of the applicants business is attached. The property is zoned PR-1.
- **LIBERTY PARK MASTER PLAN:** This request is consistent with the procedures of the Liberty Park PUD.
- **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: I recommend the Commission recommend approval with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.
2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.
3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.
4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.

5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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. Larson made a motion to recommend Conditional Use Approval for a home occupation for 4950 Reynolds Ln. with the following conditions:

1. Home occupations shall be conducted only in the principal dwelling. No more than twenty-five (25) percent, up to 500 sq. ft., of the dwelling may be used for a home occupation.

2. There shall be no outdoor display or storage associated with the home occupation and no commodities shall be sold on the premises other than by phone, mail or internet. No goods shall be delivered to a purchaser on the premises.

3. No sign may be attached to the dwelling or any part of the real estate advertising any home occupation.

4. No home occupation shall be permitted if it creates noise, odors, vibrations or traffic congestion, which interferes with the residential qualities of the neighborhood insofar as health, safety, morals, convenience and general welfare are concerned.

5. In order to be a permitted home occupation, the use must be one which is habitually, customarily, and commonly established as a reasonable incidental, accessory, subordinate and secondary use. The existing dwelling shall not be enlarged to accommodate the home occupation; nor shall any accessory structure be built for the purpose of operating the home occupation.

6. No home occupation shall be permitted that requires the operation or keeping on premises of a commercial vehicle.

7. No persons other than members of the family residing on the premises shall be employed by the home occupation.

8. Home occupations shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

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

Mr. Maloof – yes
Mr. Romeo – yes
Mr. Honeycutt – yes
Motion carried.

Mr. Ferrell – yes
Mr. Larson – yes
Mrs. Barnes – yes

2021 MAY -6 A 2:00
CITY OF VESTAVIA HILLS
PLANNING AND ZONING COMMISSION

Conditional Use Application

I. INSTRUCTIONS AND INFORMATION:

- (1) The Vestavia Hills Planning and Zoning Commission meets regularly on the second Thursday of each month at 6:00 PM in Council Chambers at the Municipal Center.
- (2) All materials and information relating to a 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**. Applications must be completed in its entirety and must contain all pertinent information in order to be considered. Acceptance by the Clerk does not constitute acceptance of complete and proper filing. All applicants are encouraged to present their request to the Zoning Staff on any Tuesday at 9 AM in the Executive Conference Room, City Hall, prior to submitting for a Conditional use.
- (3) This application must be filled out in its entirety completely, including 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. Postage Fees for notification for Planning and Zoning and for City Council meetings along with applicable publication fees will be billed to applicant at a later date. The applicant is responsible for all notification fees. ****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: WILLIE & DARLENE S. MYERS, JR
 ADDRESS: 4950 Reynolds Lane
VESTAVIA, AL 35242
 PHONE: 205-427-0365 EMAIL: williemyers@gmail.com
 NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: N/A

PHONE: _____ EMAIL: _____

P-0621-22/27-00-08-2-000-002.088

4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers

II. BILLING/RESPONSIBLE PARTY: (FOR PAYMENT OF FEES)

NAME: WILLIE MYERS, JR
ADDRESS: 4950 REYNOLDS LANE
VESTAVIA, AL 35242
PHONE: 205-427-0365 EMAIL: williemyers@gmail.com

III. ACTION REQUESTED

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

Current Zoning of Property: PREL PLANNED Single Family Residential *Class 1A non*

Requested Conditional use For the intended purpose of: WORKING from home
for SEVERITY CLAIMS (CLAIMS Adjuster)

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

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

4950 Reynolds Lane Vestavia, AL 35242
Vestlake Village 278-2 PLOT: 358 PBLK: 5 LOT 05BLK
S BLK: 100 MAPBOOK: 199 MAP PAGE 85
Property size: 149.52' feet X 160.07' feet. Acres: _____

****All applications must contain a full legal description of subject property.****

V. INFORMATION ATTACHED:

- Attached Checklist complete with all required information.
- Application fees submitted.

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4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers

VI. I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. ****Application must be signed by the owner of the property before a Notary and original submitted to the Office of the Clerk; no copies will be accepted****



Owner Signature/Date

Representing Agent (if any)/date

Given under my hand and seal
this 6th day of May, 2021.



Notary Public

My commission expires _____
day of _____, 20_____.

**My Commission Expires
November 8, 2024**

P-0621-22//27-00-08-2-000-002.088
4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers

Letter of Purpose

The conditional purpose of use for Serenity Claims, LLC at 4950 Reynolds Lane is intended to process insurance claim damages. Serenity Claims will be a 100 percent remote claims service.

Willie Myers, Jr

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4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers



April 21, 2021

City of Vestavia Hills
Vestavia Hills City Hall
Vestavia Hills, AL 35247

Re: Willie Myers, Jr
4950 Reynolds Lane
Vestavia Hills, AL 35242

To Whom It May Concern:

We are writing in connections with the above matter. We understand Willie Myers, Jr is in the process of applying for a conditional use within the PR-1 (Planned Single-Family Residential) classification of the Liberty Park PUD to allow him to conduct a home occupation as the Owner of Serenity Claims LLC in his residence.

The Liberty Park Covenants, Conditions and Restrictions, that are applicable to this subject property, provide for use of any portion of a dwelling for personal use as an office subject to the following conditions and restrictions:


1. There shall be no customer, client or employee traffic to, at or near the residence that is generated, directly or in directly, by the home occupation;
2. There shall be no pickups or deliveries to the residence that are related, directly or in directly, by the home occupation, including without limitation, pickups and deliveries by overnight courier services and pickups and deliveries of inventory, samples or other goods and services related, directly or in directly, by the home occupation;
3. There shall be no signage on the property related, directly or in directly, by the home occupation; and
4. In all respects, there shall be no means, visual or otherwise, by which a casual observer would become aware that the residence is being used for any purpose other than strictly residential.

Therefore, we respectfully request that if the Planning and Zoning Commission votes to approve the conditional use of the applied for in the above referenced matter, such approval will be made subject to the above and foregoing restrictions.

If you have any questions or comments regarding this matter, or if we can assist in any other way, please call 205-945-6430.

Very truly yours,

LIBERTY PARK JOINT VENTURE, LLC

By: 
Kris Toffel
Its Authorized Representative

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4950 Reynolds Lane
Conditional Use for a home office
Willie & Darlene Myers