

ORDINANCE NUMBER 3269

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT, NON-EXCLUSIVE TEMPORARY MAINTENANCE USE EASEMENT AND PERMANENT USE AND MAINTENANCE EASEMENT WITH FAM PROPERTIES LLC FOR A SOUTHERN GATEWAY SIGN TO BE LOCATED AT THE INTERSECTION OF MONTGOMERY HIGHWAY (NB) AND INTERSTATE 65 NORTHBOUND OFF-RAMP

WHEREAS, The City Council of the City of Vestavia Hills has set a priority to enhance and beautify the southern gateway into the City along Montgomery Highway; and

WHEREAS, the City Manager has negotiated easements for the location of an entrance sign into the City to be located off of Alabama Department of Transportation (“ALDOT”) right-of-way on property owned by FAM Properties, LLC, An Alabama Limited Liability Company; and

WHEREAS, a copy of said agreement for temporary construction easement, non-exclusive temporary maintenance use easement and permanent use and maintenance easement (the “Agreement”) is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3269 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the Mayor and City Manager to execute the agreement as detailed in Exhibit A in order to secure the area needed for installation and maintenance of a southern gateway sign.

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

1. The Mayor and City Council extends grateful appreciation to Steve Issis, Sr., and the FAM Properties, LLC, for offering said easements to the City to assist in the beautification and establishment of an attractive southern gateway into the City; and
2. The Mayor and City Manager are hereby authorized to execute and deliver said agreement; and
3. Said Agreement will be recorded in the Office of the Judge of Probate of Jefferson County for posterity; and
4. This Ordinance Number 3269 will become effective immediately upon adoption and publishing/posting pursuant to Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 14th day of April, 2025.

Ashley C. Curry

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings

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 Number 3269 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 14th day of April, 2025, 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 Merkel House and Vestavia Hills Recreational Center this the 16th day of April, 2025.

Rebecca Leavings

Rebecca Leavings
City Clerk

This instrument was prepared by:
Patrick H. Boone, Attorney at Law
705 New South Federal Savings Building
215 Richard Arrington, Jr. Boulevard North
Birmingham, Alabama 35203-3720
Telephone No. 205-324-2018

**STATE OF ALABAMA
JEFFERSON COUNTY**

**AGREEMENT FOR
TEMPORARY CONSTRUCTION EASEMENT,
NON-EXCLUSIVE TEMPORARY MAINTENANCE USE EASEMENT
AND PERMANENT USE AND MAINTENANCE EASEMENT**

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT, NON-EXCLUSIVE TEMPORARY MAINTENANCE EASEMENT AND PERMANENT USE AND MAINTENANCE EASEMENT, is made and entered into on this the _____ day of March, 2025, by and between FAM Properties, LLC, an Alabama limited liability company (hereinafter referred to as "Fam") and the City of Vestavia Hills, Alabama, an Alabama municipal corporation (hereinafter referred to as "City").

WITNESSETH THESE RECITALS:

WHEREAS, FAM Properties, LLC ("Fam") owns the real estate and improvements situated at 1493 Montgomery Highway and 1495 Montgomery Highway in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described as follows:

PARCEL I: Lot "B", according to the Survey of Greenbrier, as recorded in Map Book 99, page 104, in the Probate Office of Jefferson County, Alabama.

PARCEL II: The Amended Map of a Resurvey of Lot 1, Montreat Apartment Park, South Sector, as recorded in Map Book 122, page 21, in the Probate Office of Jefferson County, Alabama.

PARCEL III: Part of SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 19 South, Range 3 West, more particularly described as follows: Commence at the Northeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 19 South, Range 3 West and run South along East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 188.85 feet to Point of Beginning herein described tract; thence continue South along East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 269.28 feet; thence an angle right of 108 degrees 38'30" and run Northwesterly 93.49 feet; thence an angle right of 17 degrees 58' and run Northwesterly 46.20 feet; thence an angle right of 84 degrees 04' and run Northeasterly 246.40 feet to Point of Beginning.

PARCEL IV: A parcel of land situated in the SE¼ of the NW¼ of Section 1, Township 19 South, Range 3 West in Jefferson County, Alabama, particularly described as follows: Commence at the NE corner of said ¼-¼ section and run thence Southerly along the East line thereof 461.17 feet to the Point of Beginning of the parcel of land herein described; thence continue Southerly along said ¼-¼ section line 37.58 feet to a point on the Northerly right of way line of F.A.I. Route 65; thence turn 123 degrees 05'30" right and run Northwesterly along said right of way line 142.77 feet; thence turn 165 degrees 33'30" right and run Southeasterly 126.24 feet to the Point of Beginning; which said property shall hereinafter be referred to as "Fam property"; and

WHEREAS, FAM Properties, LLC acquired fee simple title to the Fam property by virtue of that Statutory Warranty Deed filed in the office of the Judge of Probate of Jefferson County, Alabama on May 18, 2022 and recorded at Inst.#2022055699, Pages 1-3; and

WHEREAS, the City Council has found and determined that it would be in the public interest and promote the general welfare of the inhabitants of the City of Vestavia Hills for the City to improve and beautify the southern entrance to the City by constructing an entrance wall/sign, "Vestavia Hills"; and

WHEREAS, a copy of the proposed entrance wall/sign is attached hereto, marked as Exhibit D and is incorporated into this Agreement by reference as though set out fully herein; and

WHEREAS, Alabama law, at Title 39-2-1(6), *Code of Alabama, 1975*, provides municipalities with the legal authority to spend public funds for the construction of public works projects on public property; and

WHEREAS, Alabama law, at Title 39-2-1(5), *Code of Alabama, 1975*, defines the term "public property" as "real property which the state, county, municipality or awarding authority owns or has a contractual right to own or purchase, including easements, rights-of-way or otherwise"; and

WHEREAS, the City has requested that Fam grant to the City three (3) separate easements in order that the City may construct, access and maintain/repair an entrance wall/sign on the permanent use and maintenance easement; and

WHEREAS, the City has requested that Fam grant to the City a temporary construction easement that:

- (a) consists of 6,821 square feet; and
- (b) is shown on the survey attached hereto as Exhibit A; and
- (c) is more particularly described in Section III-A of this agreement hereinafter set forth below; and

WHEREAS, the City has requested that Fam grant to the City a non-exclusive permanent maintenance easement that:

- (a) consists of 3,703 square feet; and
- (b) is shown on the survey attached hereto as Exhibit B; and
- (c) is more particularly described in Section IV-A of this agreement hereinafter set forth below; and

WHEREAS, the City has requested that Fam grant to the City a permanent use and maintenance easement that:

- (a) consists of 743 square feet; and
- (b) is shown on the survey attached hereto as Exhibit C; and
- (c) is more particularly described in Section V-A of this agreement hereinafter set forth below; and

WHEREAS, Fam has agreed to grant to the City the three (3) easements at no cost whatsoever; and

WHEREAS, Fam and the City have agreed to this Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement based upon the terms, provisions, conditions and limitations hereinafter set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and Fam hereby mutually covenant and agree as follows:

I. RECITALS

The recitals set forth in the premises above are hereby incorporated into this Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement (“Agreement”) by reference as though set out fully herein.

II. EXHIBITS

Exhibits A, B, C and D are attached hereto and incorporated into this Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement by reference as though set out fully herein.

III. TEMPORARY CONSTRUCTION EASEMENT

A. GRANT OF TEMPORARY CONSTRUCTION EASEMENT: KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Fam and the City continuing to work together for the promotion for the public welfare and benefits of the City of Vestavia Hills, Alabama and Fam and other good and valuable consideration to Fam, in hand paid by the City of Vestavia Hills, a municipal corporation, the receipt and sufficiency whereof is hereby acknowledged, the said Fam (hereinafter called "Grantor") does hereby grant, bargain, sell and convey unto the City of Vestavia Hills, Alabama, a municipal corporation in Jefferson County, Alabama (hereinafter called "Grantee/City"), its successors and assigns a temporary right-of-way and easement for the purposes of the construction, installation and continued operation, maintenance, repair, inspection, alteration and replacement of an entrance wall/sign, together with all necessary rights of access, ingress and egress thereto and therefrom in, over, across, through and under the following described land owned by Fam, which said property is situated in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described as follows:

Being a parcel of land situated in the North ½ of Section 1, Township 19 South, Range 3 West and being more particularly described as follows:

Commence at the northernmost corner of Lot B, Greenbrier, as recorded in Map Book 99, Page 104, and at the southern corner of the intersection of U.S. Highway 31 and Montreat Drive; thence run along the southeasterly right-of-way line of U.S. Highway 31 in a southwesterly direction a distance of 111.37 feet to a concrete monument; thence turn 23°21'24" to the left and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 37.32 feet to the Point of Beginning of the Temporary Construction Easement; thence continue along the last stated course a distance of 10.95 feet to a concrete monument; thence turn 24°0'15" to the right and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 234.62 feet to a concrete monument, said monument being at the northeasterly corner of the intersection of U.S. Highway 31 and the Interstate 65 off-ramp; thence 84°14'12" to the left in a southeasterly direction along the northeasterly right-of-way line of Interstate 65 a distance of 50.00 feet to a point; thence 90°00'00" to the left in a northeasterly direction a distance of 25.00 feet to a point; thence 90°15'52" to the left in a northwesterly direction a distance of 27.38 feet to a point; thence 84°30'04" to the right in a northeasterly direction a distance of 222.14 feet to a point; thence 90°00'00" to the left in a northwesterly direction a distance of 29.45 feet to the Point of Beginning.

Said easement contains 6,820.86 square feet.

B. MAP: The hereinabove described temporary construction easement is shown on the survey marked as Exhibit A and attached hereto.

C. SIZE: 6,821 square feet.

D. COST: Fam grants said temporary construction easement to City without any cost whatsoever.

E. TERM OF TEMPORARY CONSTRUCTION EASEMENT:

1. **Commencement Date:** The commencement date for the temporary construction easement shall be after the City enters into a contract for the construction and installation of the entrance wall/sign and upon notifying Fam in writing by U.S. Postal Department to FAM Properties, LLC, 2858 Highway 31 South, Pelham, Alabama 35124.

2. **Termination Date:** The hereinabove described temporary construction easement shall terminate on the sixtieth (60th) day following the completion date of the construction of the entrance wall/sign as determined by the Building Inspection Services Department of the City.

IV. NON-EXCLUSIVE TEMPORARY MAINTENANCE EASEMENT

A. GRANT OF NON-EXCLUSIVE TEMPORARY MAINTENANCE EASEMENT: KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Fam and the City continuing to work together for the promotion for the public welfare and benefits of the City of Vestavia Hills, Alabama and Fam and other good and valuable consideration to Fam, in hand paid by the City of Vestavia Hills, a municipal corporation, the receipt and sufficiency whereof is hereby acknowledged, the said Fam (hereinafter called "Grantor") does hereby grant, bargain, sell and convey unto the City of Vestavia Hills, Alabama, a municipal corporation in Jefferson County, Alabama (hereinafter called "Grantee/City"), its successors and assigns a non-exclusive temporary maintenance easement for the purposes of the continued placement, operation, maintenance, repair, inspection, alteration and replacement of an entrance wall/sign, together with all necessary rights of access, ingress and egress thereto and therefrom in, over, across, through and under the following described land owned by Fam, which said property is situated in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described as follows:

Being a parcel of land situated in the North ½ of Section 1, Township 19 South, Range 3 West and being more particularly described as follows: Commence at the northernmost corner of Lot B, Greenbrier, as recorded in Map Book 99, Page 104, and at the southern corner of the intersection of U.S. Highway 31 and Montreat Drive; thence run along the southeasterly right-of-way line of U.S. Highway 31 in a southwesterly direction a distance of 111.37 feet to a concrete monument; thence turn 23°21'24" to the left and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 37.32 feet to the Point of Beginning of the Non-Exclusive Temporary Maintenance Easement; thence continue along the last stated course a distance of 10.95 feet to a concrete monument; thence turn 24°0'15" to the right and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 234.62 feet to a concrete monument, said monument being at the northeasterly corner of the intersection of U.S. Highway 31 and the Interstate 65 off-ramp; thence 84°14'12" to the left in a southeasterly direction along the northeasterly right-of-way line of Interstate 65 a distance of 15.08 feet to a point; thence 95°45'48" to the left in a northeasterly direction a distance of 246.13 feet to a point; thence 90°00'00" to the left in a northwesterly direction a distance of 19.45 feet to the Point of Beginning.

Said easement contains 3,702.87 square feet.

B. MAP: The hereinabove described non-exclusive temporary maintenance easement is shown on the survey marked as Exhibit B and attached hereto.

C. SIZE: 3,703 square feet.

D. COST: Fam grants said non-exclusive temporary maintenance easement to City without any cost whatsoever.

E. TERM OF NON-EXCLUSIVE TEMPORARY MAINTENANCE EASEMENT: The term of the non-exclusive temporary maintenance easement shall be as follows:

1. **Commencement Date.** The non-exclusive temporary maintenance easement shall commence on the date the temporary construction easement terminates as previously described in Section III-E-2.

2. **Termination Date.** The non-exclusive temporary maintenance easement shall automatically terminate following the completion of the construction of the entrance wall/sign on a date which is the earlier of:

(a) the issuance of a land disturbance permit for the private property improvements at 1493 Montgomery Highway and/or 1499 Montgomery Highway; or

(b) five (5) years from the date of this Agreement.

F. LAWN MAINTENANCE: The lawn maintenance of the non-exclusive temporary maintenance, including landscaping and grass mowing, shall be performed by the City at City expense.

V. PERMANENT USE AND MAINTENANCE EASEMENT

A. GRANT OF PERMANENT USE AND MAINTENANCE EASEMENT: KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Fam and the City continuing to work together for the promotion for the public welfare and benefits of the City of Vestavia Hills, Alabama and Fam and other good and valuable consideration to Fam, in hand paid by the City of Vestavia Hills, a municipal corporation, the receipt and sufficiency whereof is hereby acknowledged, the said Fam (hereinafter called "Grantor") does hereby grant, bargain, sell and convey unto the City of Vestavia Hills, Alabama, a municipal corporation in Jefferson County, Alabama (hereinafter called "Grantee/City"), its successors and assigns a permanent use and maintenance easement for the purposes of the construction, installation and continued placement and operation, maintenance, repair, inspection, alteration and replacement of an entrance wall/sign, together with all necessary rights of access, ingress and egress thereto and therefrom in, over, across, through and under the following described land owned by Fam, which said property is situated in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described as follows:

Being a parcel of land situated in the North ½ of Section 1, Township 19 South, Range 3 West and being more particularly described as follows:

Commence at the northernmost corner of Lot B, Greenbrier, as recorded in Map Book 99, Page 104, and at the southern corner of the intersection of U.S. Highway 31 and Montreat Drive; thence run along the southeasterly right-of-way line of U.S. Highway 31 in a southwesterly direction a distance of 111.37 feet to a concrete monument; thence turn 23°21'24" to the left and run in a southwesterly direction along the southeasterly right-of-way of U.S. Highway 31 a distance of 48.26 feet to a concrete monument; thence turn 24°0'15" to the right and run in a southwesterly direction along the easterly right-of-way of U.S. Highway 31 a distance of 70.19 feet to the Point of Beginning of the Permanent Use and Maintenance Easement; thence continue along the last stated course a distance of 131.16 feet to a point; thence 90°00'00" to the left in a southeasterly direction a distance of 5.66 feet to a point; thence 90°00'00" to the left in a northeasterly direction a distance of 131.16 feet to a point; thence 90°00'00" to the left in a northwesterly direction a distance of 5.66 feet to the Point of Beginning. Said easement contains 742.28 square feet.

B. **MAP:** The hereinabove described permanent use and maintenance easement is shown on the survey marked as Exhibit C and attached hereto.

C. **SIZE:** 743 square feet.

D. **COST:** Fam grants said permanent use and maintenance easement to City without any cost whatsoever.

E. **TERM OF PERMANENT USE AND MAINTENANCE EASEMENT:** The above-described permanent use and maintenance easement shall be perpetual.

1. **Commencement Date.** The permanent use and maintenance easement shall commence on the date that the non-exclusive temporary maintenance easement terminates as previously described in Section IV-E-2.

VI. LIABILITY

The City hereby assumes the sole responsibility and liability for the operation, maintenance and repair of the three easements described in Sections III, IV and V above.

VII. CONSTRUCTION OF ENTRANCE WALL/SIGN

The City shall install, or have installed, the entrance wall/sign in a good and workmanlike manner at the sole expense of the City.

VIII. FUTURE MAINTENANCE OF ENTRANCE WALL/SIGN

A. The City shall maintain the entrance wall/sign in a good and safe condition.

B. Fam shall have no responsibility with respect to the installation, maintenance or repair of the entrance wall/sign.

IX. NO WARRANTIES

The City acknowledges that neither Fam nor any agent of Fam has made any representation as to the condition of the land or the suitability of the property for City's intended use, and City hereby accepts the property in its "as is and where is" condition "with all faults."

X. INSURANCE

At all times during the terms of the three (3) easements, the City shall keep and maintain its general comprehensive liability insurance policy on the property (including the structure) that is in full force and effect on the date of the execution and delivery of this Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement t in full force and effect with FAM Properties, LLC named as an additional insured.

XI. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

The City shall, at its sole cost and expense, comply in all respects with any and all statutes, ordinances, code provisions, rules, regulations, requirements and directives ("governmental requirements") of any federal, state, county or city agencies.

XII. LIENS

City shall promptly pay any and all legitimate charges incurred for labor, materials, goods, supplies, equipment and services necessary for the proper maintenance of the easement areas. City shall not create or permit to be created any lien, encumbrance or other charge on the easement areas. If any lien, encumbrance or charge incurred by City is filed against the easement areas or any other portion of the Fam's property, City shall cause the same to be discharged and removed by payment, satisfaction or bond within fifteen (15) days after such filing and before any enforcement thereof.

City shall require General Contractor that will construct the entrance wall/sign to post a performance bond and payment bond as required by Title 39-1-1, *Code of Alabama, 1975*, prior to commencing work.

XIII. PRIVATE PROPERTY; NO THIRD-PARTY BENEFICIARIES

The easement areas are and shall remain the private property of Fam. This Agreement is not intended and shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third-party beneficiary or otherwise, against Fam or its successors and assigns.

XIV. NOTICES

Any notices, demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight air courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage or other charges paid, to the appropriate party at its address as follows:

If to Grantor:

FAM Properties, LLC
2858 Highway 31 South
Pelham, Alabama 35124
Attention: Steve Issis, Sr.
Telephone: _____

If to Grantee:

The City of Vestavia Hills, Alabama
1302 Montgomery Highway
Vestavia Hills, Alabama 35216
Attention: City Manager Jeffrey D. Downes
Telephone: 205-978-0195

XV. MISCELLANEOUS

A. **GOVERNING LAW:** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

B. **BINDING AGREEMENT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

C. **SURVIVAL:** All representations and warranties of this Agreement shall survive the execution and delivery, as shall any covenants for performance after the recording of this instrument.

D. **TIME OF THE ESSENCE:** Time is of the essence of this Agreement.

E. **NO WAIVER:** The failure of either party to exercise any rights under this Agreement shall not constitute a waiver of any right, nor excuse the other party's full performance. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing.

F. **CONSTRUCTION OF TERMS:** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this Agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this Agreement. The reference in terms to gender and number shall be modified as may be appropriate.

G. **SEVERABILITY:** In case of any of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable by any court of competent jurisdiction in any respect, the remaining provisions shall remain in effect and the Agreement be performed in a fair and equitable manner as to any uncertainties arising from the unenforceable provisions.

H. **DATES:** If any date provided in this Agreement falls on a Saturday, Sunday or holiday, the date shall be the next business day.

I. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

J. **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.

K. **ENTIRE AGREEMENT:** This written Agreement contains the entire agreement between the parties, incorporating all prior agreements, and may only be amended in writing executed by both parties.

L. **RECORDING:** This Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement shall be filed for record in the office of the Judge of Probate of Jefferson County, Alabama.

M. **AUTHORIZATION:** The execution and delivery of this Agreement was authorized by the City Council of the City of Vestavia Hills, Alabama by the approval and adoption of Resolution Number _____ enacted on _____, 2025.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and FAM Properties, LLC, an Alabama limited liability company, have hereunto caused this Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto as of the date first above written.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

FAM:

FAM PROPERTIES, LLC

An Alabama Limited Liability Company

By

Steve Issis, Sr.

Its _____

ATTESTED:

By

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

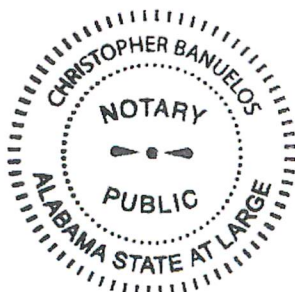
Given under my hand and official seal, this the 14 day of March, 2025.

Notary Public

My Commission Expires:

SEAL

03/15/2027



STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of March, 2025.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Steve Issis, Sr., whose name as Steve ISSIS of FAM Properties, LLC, an Alabama limited liability company, is signed to the foregoing Agreement for Temporary Construction Easement, Non-Exclusive Temporary Maintenance Easement and Permanent Use and Maintenance Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he in his capacity as such and with full authority, executed the same voluntarily for and as the act of said FAM Properties, LLC on the day the same bears date.

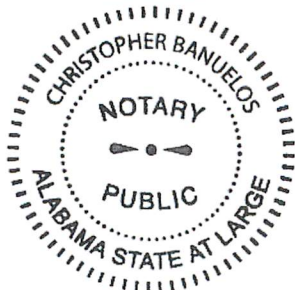
Given under my hand and official seal, this the 14th day of March, 2025.

[Signature]
Notary Public

My Commission Expires:

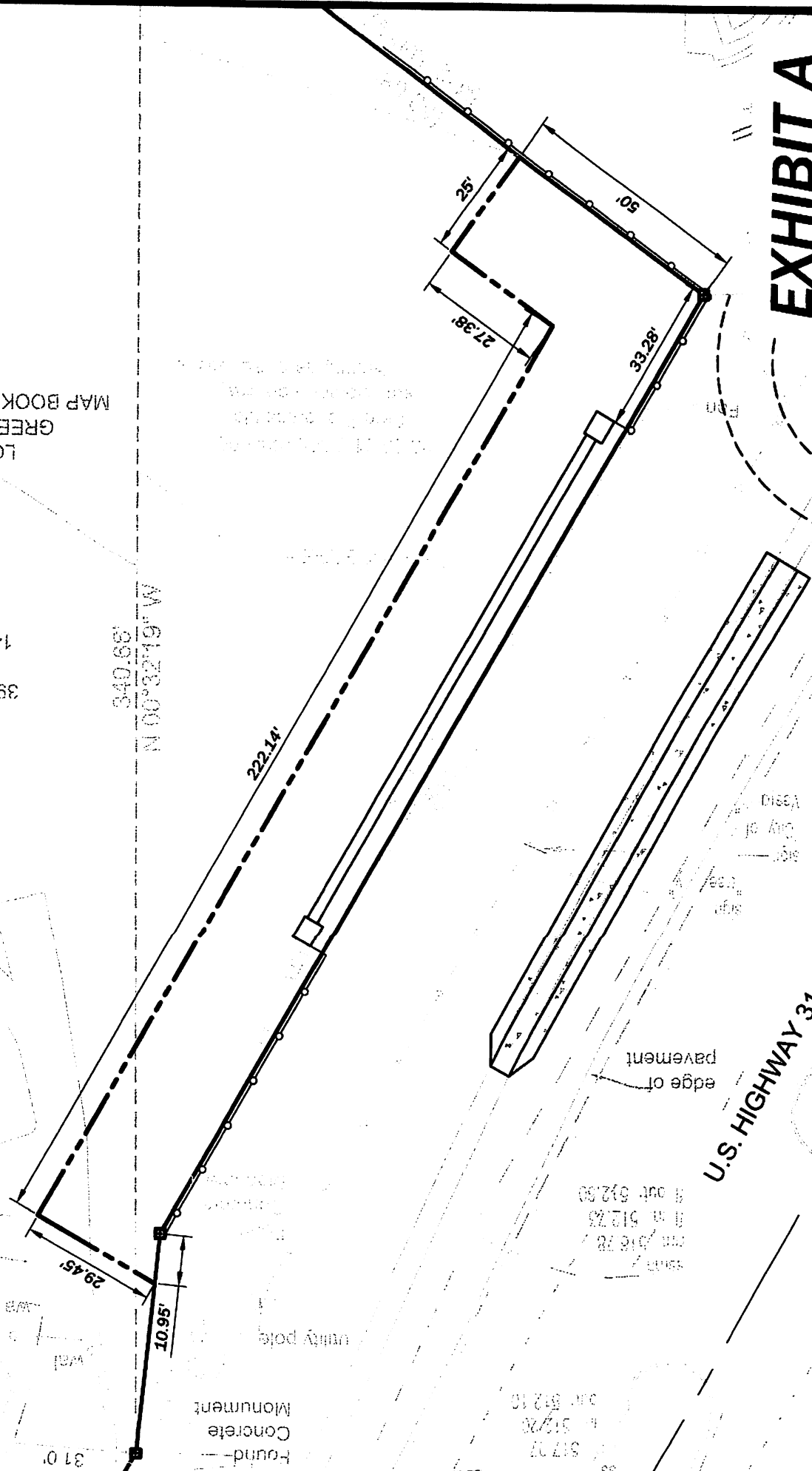
03/15/2027

SEAL



39 00 01 1 003 004 000
 Fam Properties Llc
 1493 Montgomery Hwy
 Birmingham, AL 352

LOT B
 GREENBRIER
 MAP BOOK 99, PAGE 104



U.S. HIGHWAY 31

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT - 6,821 S.F.

TEMPORARY MAINTENANCE EASEMENT - 3,703 S.F.

edge of pavement

517 07
512/20
512 10

Found—
Concrete
Monument

013

10.507
byed Aqun

10.9

1945

1595

340.88
29.04
M. 61.28.00 N
W 00.32.13 W

246.131

33.28

15.08'

LOT B
GREENBRIER
MAP BOOK 99, PAGE 104

LOT B

SCALE IN FEET

30 60 90





LOT B
GREENBRIER
MAP BOOK 99, PAGE 104

39 00 01 1 003 004.000
Fam Properties Llc
1493 Montgomery Hwy
Birmingham, AL 352

340.68'
N 00°32'19" W

Found
Concrete
Monument

31.0'

utility pole

concrete
monument

517.07
in 512.20
out 512.10

South
in 516.70
in 512.45
out 512.80

edge of
pavement

U.S. HIGHWAY 31

sign
tree
City of
West

131.16'

33.28'

EXHIBIT C

PERMANENT MAINTENANCE EASEMENT - 743 S.F.



**CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO**

April 14, 2025

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Ordinance Number 3269 - An Ordinance Authorizing the Mayor and City Manager to Execute Easement Documents Associated with the Future Installation of Gateway Signage at Montgomery Highway and Interstate 65 and expressing grateful appreciation to Steve Issis, Sr., and FAM Properties LLC for said easement dedication

Background:

Consistent with the master plan for gateway improvements located near the intersection of Highway 31 and Interstate 65, the City intends to install a new gateway sign and landscaping improvements. To accomplish this task, the sign must be located off of the road right-of-way and is intended to be placed on property owned by Steve Issis, FAM Properties, LLC. Mr. Issis has agreed to grant the City an easement to allow construction of this sign.

Recommendation:

It is recommended that the City Council authorize the Mayor and City Manager to execute any and all documents to accept the easement(s).

Fiscal Impact:

There are no costs associated with granting of the easement(s).

Attachments:

1. Ordinance 3269
2. Easement Agreement for Gateway Improvements Partially Executed 3-17-25