CITY OF VESTAVIA HILLS
PLANNING AND ZONING COMMISSION
AGENDA
JULY 11, 2019
6:00 P.M.

Roll Call.

Pledge of Allegiance

Approval of Minutes: June 13, 2019

Final Plats

Consent Agenda

(1) P-0519-28  Sunview Partners, LLC Is Requesting Final Plat Approval For Knollwood Court. The Purpose for This Request Is to Subdivide Two Lots Into Ten. The Property Is Owned By Sunview Partners, LLC and Is Zoned Vestavia Hills R-9.

(2) P-0719-33  Overton Investments, LLC Is Requesting Final Plat Approval For Overton Investments Resurvey No 1 Of Mission Rd. The Purpose for This Request Is to Resurvey Lot Lines. The Property Is Owned By Overton Investments, LLC and Is Zoned Vestavia Hills R-9.

(3) P-0719-34  Old Town Center 131 West 33rd Street Holdings, LLC & Old Town Center 33rd Street Holdings, LLC Are Requesting Final Plat Approval For Olde Towne Center Survey. The Purpose for This Request Is to Resurvey Lot Lines To Create Two New Lots. The Property Is Owned By Old Town Center 131 West 33rd Street Holdings, LLC & Old Town Center 33rd Street Holdings, LLC and Is Zoned Vestavia Hills B-3.

The Planning and Zoning Commission of the City of Vestavia Hills met in regular session on this date at 6:00 P.M. following posting/publication as required by Alabama law. The roll was called with the following:

MEMBERS PRESENT: Erica Barnes, Chair
Blaine House, Vice-Chair
Jonathan Romeo
Cheryl Cobb
Fred Goodwin
Lyle Larson

MEMBERS ABSENT: Rusty Weaver- Attending City Council Work Session
Hasting Sykes
Greg Gilchrist

OTHER OFFICIALS PRESENT: Conrad Garrison, City Planner

APPROVAL OF MINUTES

Mrs. Barnes stated that the minutes of the meeting May 09, 2019 are presented for approval.

MOTION Motion to approve minutes as amended was by Mr. House and second was by Mr. Romeo. Voice vote as follows:

    Mr. Goodwin – yes    Mr. Larson – yes
    Mr. Romeo – yes      Ms. Cobb– yes
    Mr. House – yes      Mrs. Barnes– abstained

Motion carried.

Final Plats

Consent Agenda
Overton Investments, LLC Is Requesting A Final Plat Approval For Resurvey Of Lots 8 And 9 Cove At Overton South. The Purpose for This Request Is to Subdivide Two Lots Into Three. The Property Is Owned By Overton Investments, LLC and Is Zoned Vestavia Hills R-6.

Sunview Partners, LLC Is Requesting Final Plat Approval For Knollwood Court. The Purpose for This Request Is to Subdivide Two Lots Into Ten. The Property Is Owned By Sunview Partners, LLC and Is Zoned Vestavia Hills R-9.

Jon Culver And Tucker & Company Are Requesting Final Plat Approval For Overton Investments Resurvey Of New Merkle. The Purpose for This Request Is to Resurvey Lot Lines. The Property Is Owned By Jon Culver And Tucker & Company and Is Zoned Vestavia Hills R-9 & R-4.

City Of Vestavia Hills Is Requesting Final Plat Approval For Cahaba Heights Elementary Subdivision. The Purpose for This Request Is to Amend Lot Lines. The Property Is Owned By City Of Vestavia Hills & Vestavia Hills School Board and Is Zoned Vestavia Hills Inst-1.

Mr. Garrison stated that item #2 is being postponed until next month.

Mr. House asked about an easement on #4. Mr. Garrison did not have a specific answer but stated the plat had been approved by legal council and no issue was raised.

MOTION Mr. Larson made a motion to approve items 1, 3, & 4. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Romeo – yes
Ms. Cobb– yes
Mrs. Barnes– yes

Motion carried.

Rezoning/Conditional Use Recommendations:

Catherine Waters Is Requesting Conditional Use Approval for A Home Occupiation Located At 621 Liberty Lake Dr. The Property Is Owned By Catherine Waters and Is Zoned Vestavia Hills PR-1.

Mr. Garrison explained the background of the request. He stated home occupations in Liberty Park require conditional use approval not required in other areas of the City. He then listed the home occupation conditions found in the zoning code.

Ms. Waters was present to explain the request.
Mrs. Barnes opened the floor for a public hearing. There being no one to address the Commission concerning this request, Mrs. Barnes closed the public hearing and opened the floor for a motion.

Mr. House made a motion to recommend Conditional Use Approval for a home occupation for 621 Liberty Lake Drive 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. Romeo. Motion was carried on a roll call; vote as follows:

- Mr. Goodwin – yes
- Mr. Larson – yes
- Mr. House – yes
- Ms. Cobb – yes
- Mrs. Barnes – yes

Motion carried.


Mr. Garrison explained the background of the request. He stated the subdivision had been annexed overnight by City Council. The request is not a compatible rezoning to VH R-1 but to VH R-9, which will match the size of the lots and setbacks. Mr. Garrison stated that since the subdivision was already in the City the rezoning was ministerial.

A discussion ensued about the annexation and subdivision.
Mrs. Barnes opened the floor for a public hearing. There being no one to address the Commission concerning this request, Mrs. Barnes closed the public hearing and opened the floor for a motion.

**MOTION**  Mr. Larson made a motion to recommend Rezoning From Jefferson County R-2 To Vestavia Hills R-9 for The Property Located At Magnolia Cove Subdivision
Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows:

- Mr. Goodwin – yes
- Mr. Romeo – yes
- Mr. House – yes

Motion carried.

Conrad Garrison, City Planner
CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date:  MAY 9, 2019

- **CASE:** P-0519-28
- **REQUESTED ACTION:** Final Plat Approval To Resurvey Two Lots on Sunview Drive.
- **ADDRESS/LOCATION:** 3009 & 3017 Sunview Drive
- **APPLICANT/OWNER:** Sunview Partners, LLC
- **REPRESENTING AGENT:** Bob Easley
- **GENERAL DISCUSSION:** Plat will complete the Knollwood Court rezoning and dedicate Knollwood Ct. as a private street.

**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:** No problems noted.

3. **City Fire Marshal Review:** No problems noted

4. **Building Safety Review:** No problems noted
CITY OF VESTAVIA HILLS
PLANNING AND ZONING COMMISSION
FINAL MAP APPLICATION

II. APPLICANT INFORMATION: (owner of property)

NAME: Sunview Partners, LLC
ADDRESS: 1914 18th Avenue Birmingham, AL 35205

MAILING ADDRESS (if different from above) Same

PHONE NUMBER: Home 205-865-1197 Office

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Bob Easley, PE

III. ACTION REQUESTED

Final Plat Approval

Explain reason for the request: Final Plat submittal in accordance

with the approved preliminary plat

**if additional information is needed, please attached full description of request**

IV. PROPERTY DESCRIPTION: (address, legal description, etc.)

3009 & 3017 Sunview Drive

Property size: 264 wide feet x 305 deep feet. Acres: 1.9 +/-

VI. ZONING/REZONING:

The above described property is presently zoned: R9
VI. OWNER AFFIDAVIT:

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.

Sunview Partners, LLC  

[Signature]

Owner Signature/Date  
Manager

[Signature]

Representing Agent (if any)/date

Given under my hand and seal  
this 23rd day of April, 2019.

[Sazia Naz]

Notary Public

My commission expires 20th day of August, 2022.
CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: JULY 11, 2019

- CASE: P-0719-33

- REQUESTED ACTION: Final Plat Approval To Resurvey Lots 29 & 8 of Mission Road

- ADDRESS/LOCATION: 1109 Winward Lane

- APPLICANT/OWNER: Overton Investments, LLC

- REPRESENTING AGENT: Jason Kessler

- GENERAL DISCUSSION: Plat is to re-draw lot lines, to ensure that the lots are more equal in order to build 2 single family homes. Both lots would have a 35’ front setback, 20’ rear setback, and 5’ side setback. There is also a 20’ sanitary sewer easement in the front of the property. The lots are currently zoned R-9.

- VESTAVIA HILLS COMPREHENSIVE PLAN: This request is consistent with the plan for low density residential.

- 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: No problems noted.

  3. City Fire Marshal Review: No problems noted

  4. Building Safety Review: No problems noted
CITY OF VESTAVIA HILLS
PLANNING AND ZONING COMMISSION
FINAL MAP APPLICATION

II. APPLICANT INFORMATION: (owner of property)

NAME: Overton Investments, LLC
ADDRESS: 1109 Winward Lane
Lots 9 and 10 Payne TH Subdivision

MAILING ADDRESS (if different from above)

PHONE NUMBER: Home ______________ Office 205-985-7171

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT: Jason Kessler

III. ACTION REQUESTED

Final Plat Approval

Explain reason for the request: Re-draw lot lines so the lots are more equal in order to build 2 single family homes.

**If additional information is needed, please attached full description of request**

IV. PROPERTY DESCRIPTION: (address, legal description, etc.)


Property size: 96 feet X 209 feet. Acres: 0.45

VI. ZONING/REZONING:

The above described property is presently zoned: R9
VI. OWNER AFFIDAVIT:

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.

Owner Signature/Date 6/19/19

Representing Agent (if any)/date

Given under my hand and seal this 19th day of June, 2019.

Notary Public

My commission expires 13th day of March, 2020.
CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: JULY 11, 2019

- **CASE:** P-0719-34
- **REQUESTED ACTION:** Final Plat Approval For Olde Towne Center Survey
- **ADDRESS/LOCATION:** 680 & 720 Olde Towne Rd.
- **APPLICANT/OWNER:** Old Town Center 131 West 33rd Street Holdings, LLC & Old Town Center 33rd Street Holdings, LLC
- **REPRESENTING AGENT:** Schoel Engineering

**GENERAL DISCUSSION:** Plat is to divide portions of Lot 7 & 8 into two new lots (A & B). Plat is needed due to fire damage and potential rebuilding activities. All easements and shared parking agreements remain. The lots are currently zoned B-3.

**VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is consistent with the plan for commercial.

**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:** No problems noted.

3. **City Fire Marshal Review:** No problems noted

4. **Building Safety Review:** No problems noted
CITY OF VESTAVIA HILLS
PLANNING AND ZONING COMMISSION
FINAL MAP APPLICATION

II. APPLICANT INFORMATION: (owner of property)

NAME: Old Town Center 131 West 33rd Street Holdings, LLC & Old Town Center 33rd Street Holdings, LLC

ADDRESS: 55 5th Avenue, 15th Floor
New York, NY 10003

MAILING ADDRESS (if different from above)

PHONE NUMBER: Home ___________________ Office ___________________

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT:
Schoel Engineering Company, Inc.

III. ACTION REQUESTED

Final Plat Approval

Explain reason for the request: Divide part of Lots 7 & 8, Meeks First Addition to Shady Springs, into 2 new lots

**if additional information is needed, please attach full description of request**

IV. PROPERTY DESCRIPTION: (address, legal description, etc.)

720 Olde Towne Road 29-00-36-4-007-005.007

680 Olde Towne Road 29-00-36-4-007-003.007

Property size: _______ feet X _______ feet. Acres: 1.818

VI. ZONING/REZONING:

The above described property is presently zoned: ______________
VI. OWNER AFFIDAVIT:

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.

[Signature]

Owner Signature/Date

[Signature]

Representing Agent (If any) Date

Given under my hand and seal this [26] day of [VAN][E][2019]

[Signature]

Notary Public

My commission expires [07][25][20][21]

day of [JULY][20][21]
STATE OF ALABAMA 
JEFFERSON COUNTY 

AGREEMENT made this ___ day of ________________, 1962,
by and between:

VESTAVIA VILLAGE ASSOCIATES
An Alabama General Partnership
Suite 2000
300 Vestavia Office Park
Birmingham, Alabama 35216
(hereinafter referred to as "Vestavia")

and

SHOWBIZ PIZZA PLACE, INC.
A Kansas Corporation
2209 West 29th
Topeka, Kansas 66611
(hereinafter referred to as "Showbiz").

W I T N E S S E T H:

(a) Showbiz is the owner of two parcels of land situated
in Vestavia Hills, Jefferson County, Alabama, and more particu-
larly described in Exhibit "A" attached hereto, which parcels are
graphically depicted as Parcels 1 and 2 on the Site Plan (the
"Site Plan") attached hereto as Exhibit "C".

(b) Vestavia is the owner of a parcel of land graphically
depicted as Parcel 3 on the Site Plan, and more particularly
described in Exhibit "B" attached hereto.

(c) Showbiz and Vestavia have agreed to the following re-
ciprocal easements and covenants with respect to access, parking
and other agreements, all as hereinafter stated.

NOW, THEREFORE, in consideration of the premises and the
mutual covenants and agreements hereinafter expressed, the Par-
ties agree as follows:

1. RECIPROCAL EASEMENT FOR INGRESS AND EGRESSES:

Vestavia hereby grants and conveys unto Showbiz, for the
benefit of Showbiz, its successors and assigns, a non-exclusive
 easement for purposes of pedestrian and vehicular ingress and
egress over and across the walkways and driveways of Parcel 3.
Showbiz hereby grants and conveys unto Vestavia for the benefit
of Vestavia, its successors and assigns, a non-exclusive easement
for pedestrian and vehicular ingress and egress over and across
the walkways and driveways of Parcels 1 and 2. Each party, however,
shall have the exclusive control, management and maintenance obli-
gations of its own respective Parcels and may alter or amend, from
time to time, the traffic pattern and location of walkways and
driveways on its respective Parcels in any manner it sees fit. The
parties agree to maintain adequate general public liability in-
surance to cover its own respective Parcels, and to indemnify,
defend and hold harmless the other party from any risk therein
covered.

2. RECIPROCAL PARKING AGREEMENT:

(a) Vestavia hereby grants to Showbiz, for the benefit of
Showbiz, its successors and assigns, the non-exclusive right in
common with employees, customers and invitees of Vestavia, its
successors and assigns, to utilize the parking areas and facilities
as provided on Parcel 1, for purposes of vehicular parking.
Showbiz grants to Vestavia, for the benefit of Vestavia, its
successors and assigns, the non-exclusive right in common with
employees, customers and invitees of Showbiz, its successors and
assigns, to utilize the parking areas and facilities as provided
on Parcels 1 and 2, for purposes of vehicular parking.

(b) In no event shall employees of either party or employees
of any tenant of either party have any right to park in the park-
ing area of the other, and employees shall park only on the Parcel
owned by their employer or the lessor of their employer. Upon
request by either party to the other, the party receiving such
request shall furnish a written list of all employees, agents and
other personnel employed or located on its Parcel and the descrip-
tion of automobiles used by them including the numbers. The
parties shall cooperate with each other in restricting all such
employees and personnel to park on their respective employer’s
Parcel.

(c) Each party shall pay the cost of maintaining the common
parking areas.

(d) The parking and driveway area on Parcel 1 and
Parcel 2 shall meet at equal grade line in Vestavia, i.e., shall be
permitted between the parcels except for parking bumpers, sidewalks and appropriate landscaping.

(e) Both parties agree that each will provide, on their respective Parcels, necessary and sufficient parking for the Parcel's intended use, it being the intent of the parties that one party's customer shall not use the other party's parking areas except during period of uncommon need. The term "necessary and sufficient parking" shall mean that each party must meet minimum code requirements as established by the City of Vestavia Hills for parking on its respective Parcels.

(f) Both parties herein shall covenant that they shall not use any of the easements as described in this Paragraph 2 heretofore as a basis or in support for the issuance of a building permit for any structure or an expansion of any structure to be built upon the respective Parcels.

3. UTILITY EASEMENTS:

(a) Each of the parties does hereby grant to the other party over and across its respective above-described Parcel an easement for the construction and maintenance of storm drains, sewers, utilities and other services necessary for the orderly development and operation of the Parcels of property owned by the parties.

(b) Each of the parties does hereby grant to the other party over and across its respective above-described Parcel an easement for the flow of surface waters originating on either of said Parcels.

4. COMMON WALL EASEMENTS.

It is anticipated that Showbiz will erect a commercial building on Parcel 2 and that Vestavia will erect a commercial building on Parcel 3, and that such buildings shall be erected flush with the common boundary line between Parcels 1 and 3. Accordingly, the parties agree that the first building erected on either Parcel 1 or Parcel 3 shall be subject to a common wall easement with respect to the wall facing the common boundary line between Parcels 2 and 3 (the "Party Wall"). The other party shall have the full right to use the Party Wall to support
joints, cross-beams, studs, and other structural members as required for the erection of a building; provided, however, that such use shall not impair the Party Wall nor the structure in which the Party Wall is incorporated. If it becomes necessary to repair the Party Wall or any portion thereof, the expense of such repair as to such portions of the Party Wall at the time used by both parties shall be at the expense of both in equal shares, and as to any remaining portion of the Party Wall, the expense of repair shall be wholly borne by the party who shall exclusively use that portion. Any repair of the Party Wall shall be on the same location and of the same size as the original Wall or portion thereof, and of the same or similar material of the same quality as that used in the original Wall or portion thereof, or as mutually agreed by both parties at such time. Should the Party Wall be totally or partly destroyed by fire or other cause, either party shall have the right to reconstruct the Wall at its own expense if it alone intends to continue the use of the Wall, or at the expense of both parties equally in the event they both intend to continue the use of the Wall.

5. INTENT OF AGREEMENT:

The parties intend that the easements herein granted in Paragraphs 1, 2 and 3 shall not extend to or affect with respect to any portion of either Parcel hereinafter used for the construction of a building or buildings or other structures, and the easements herein granted shall be used and enjoyed in such manner as to cause the least possible interference with the business or businesses conducted on the respective Parcels.

6. AMENDMENT OF SITE PLAN:

Each party reserves the right to amend its layout as reflected on the Site Plan, provided the following standards are met:

a) Each party shall at all times fully meet all the minimum requirements of the City of Vestavia Hills, Alabama, for vehicular parking.

b) Any amendment shall not be in derogation of the terms of this Agreement.

7. ADDITIONAL:

September intends to build a Pylon Sign in the Northwest corner
of Parcel 1 near the intersection of U.S. Highway 31 and the
private roadway as reflected on the Site Plan but subject to
approval and relocation by the City of Vestavia Hills, Alabama.
Showbiz hereby grants to Vestavia, its successors and assigns,
including its tenants, the right to use the Pylon Sign by placing
their trade names thereon, with the size, styling, lettering, and
position on such sign to be subject to the approval of Showbiz.

8. **TERM OF AGREEMENT:**

The term of this Agreement shall commence on the date of
this Agreement and shall extend for a period of fifty (50) years.

9. **BINDING EFFECT:**

The agreements, easements and restrictions contained herein
shall be covenants running with the land and shall inure to the
benefit of and be binding upon the parties hereto and their
respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement
to be executed on this 3rd day of **May**, 1982.

VESTAVIA VILLAGE ASSOCIATES
an Alabama General Partnership

By [Signature]
JOHN MCGEER, General Partner

ATTORNEY

By [Signature]
CRAIG SHEENET
Assistant Secretary

SHOWBIZ PIZZA PLACE, INC.
a Kansas Corporation

By [Signature]
JIM PARISH
Executive Vice President

STATE OF ALABAMA |

JEFFERSON COUNTY |

I, **[Notary Public]**, a Notary Public in and for said County
in said State, hereby certify that John McGeeer, A.M.B.A., name as
General Partner of Vestavia Village Associates, an Alabama
General Partnership, is signed to the foregoing Agreement and
who is known to me, acknowledged before me on this day that,
being interstated of the contents of the Agreement, [wrote] in his
capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of May, 1982.

[Seal]

Notary Public

My Commission Expires: 4-19-84

STATE OF KANSAS  )
COUNTY OF Shawnee  )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jim Parrish and Craig Sweeney, whose names respectively as Executive Vice President and Assistant Secretary of Showbiz Pizza Place, Inc., a corporation, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily, for and as the act of said corporation.

Given under my hand and official seal, this 30th day of April, 1982.

[Seal]

Notary Public

My Commission Expires: 4-15-85
EXHIBIT "A"

PARCEL 1:

Part of Lot 7 and Lot 8, Weeks First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of the Probate Judge, Jefferson County, Alabama, and being situated in the southeast quarter of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the southeast corner of said Section 36; thence westerly along and with the south line of said Section 899.26 feet; thence 75° 20' 00" right in a northwesterly direction 702.92 feet to a point on the southeasterly right-of-way of U.S. Highway 31, which is the point of beginning; thence 56° 21' 00" right, run in a northeasterly direction along said right-of-way 59.72 feet; thence 89° 46' 02" right and leaving said right-of-way, run 231.27 feet to a point on a curve to the left, said point being on the proposed westerly right-of-way of Olde Towne Road; thence 108° 55' 42" right to the tangent of said curve, said curve having a central angle of 17° 39' 29" and a radius of 85.93 feet; thence continue along the arc of said curve and said right-of-way 26.48 feet to the point of tangency; thence continue along said tangent 112.82 feet; thence 56° 00' 00" right and leaving said right-of-way, run 132.31 feet; thence 90° 00' 00" right 4.00 feet; thence 90° 00' 00" left 92.00 feet to the southeasterly right-of-way of U.S. Highway 31; thence 89° 40' 55" right and along said right-of-way run 69.56 feet to the point of beginning.

Minerals and mining rights excepted.

PARCEL 2:

Part of Lot 9, Weeks First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of the Probate Judge, Jefferson County, Alabama, and being situated in the southeast quarter of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the southeast corner of said Section 36; thence westerly along and with the south line of said section 899.26 feet; thence 75° 20' 00" right in a northwesterly direction 702.92 feet to a point on the southeasterly right-of-way of U.S. Highway 31; thence 56° 21' 00" right, run in a northeasterly direction along said right-of-way 59.17 feet; thence 127° 52' 05" right and leaving said right-of-way, run 64.65 feet; thence 28° 06' 03" left 174.12 feet to a point on a curve to the left, said point being on the proposed westerly right-of-way of Olde Towne Road; thence 108° 55' 42" right to the tangent of said curve, said curve having a central angle of 17° 39' 29" and a radius of 85.93 feet; thence continue along the arc of said curve and said right-of-way 26.48 feet to the point of tangency; thence 90° 00' 00" left, 37.5 feet to the proposed easterly right-of-way of Olde Towne Road, which is the point of beginning; thence 90° 00' 00" right, run in a southeasterly direction along said right-of-way 71.77 feet; thence 90° 00' 00" left and leaving said right-of-way run in a southeasterly direction 251.43 feet to the centerline of Patton Creek; thence 30° 08' 50" left, run in a northeasterly direction and along said centerline 100.94 feet; thence 10° 25' 40" left and along said centerline 30.70 feet; thence 84° 25' 30" left and leaving said centerline run in a northwesterly direction 249.60 feet to a point on a curve to the right on the northerly right-of-way of Olde Towne Road;

EXHIBIT A
thence 86° 53' 24" left to the tangent of said curve, said curve having a central angle of 25° 07' 17" and a radius of 84.96 feet; thence continue in a southerly direction along the said right-of-way and along the arc 37.25 feet to the point of curvature of a curve to the left, said curve having a central angle of 27° 55' 55" and a radius of 43.43 feet; thence continue along the arc of said curve and said right-of-way 23.61 feet to the point of tangency and the point of beginning.

Minerals and mining rights excepted.
PARCEL 3:

A portion of Lots 7 and 8, Meek's First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of the Probate Judge, Jefferson County, Alabama, and situated in the Southeast 1/4 of Section 36, Township 18 South, Range 3 West, Montevalle Meridian, City of Vestavia Hills, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said Section 36; thence run in a westerly direction along the South line of said section 899.26 feet to a point on the centerline and projection thereof of an Alabama Power Company easement being 50 feet in width with the Northeasternly 25 feet as recorded in Real Volume 6306, Page 43, in the Office of the Judge of Probate, Jefferson County, Alabama, and the Southeasterly 25 feet being acquired by condemnation in Alabama Power Company v. James Bryan rendered September 14, 1959, Jefferson County, Alabama; thence 75°-20'00" right in a Northeasterly direction along said centerline and projection thereof 88.92 feet to a point on the Southeasterly right-of-way margin of U. S. Highway 31; thence 46°-21'00" Sth Northeastery along and with said right-of-way margin 39.72 feet; thence 89°-42'02" right in a Southeasterly direction 246.18 feet; thence 85°-44'17" left in a Northeastely direction 32.09 feet; thence 86°-56'20" right in a Southeasterly direction 32.55 feet to a point on the Southeasterly right-of-way margin of Olde Towne Road (unrecorded this date); thence continue along last stated course 240.60 feet to a point in the centerline of Patton Creek, also being on the Northeast property line of Lot 2, Koger Executive Center, as recorded in Map Book 126, Page 70, in the Office of the Judge of Probate, Jefferson County, Alabama; thence 84°-25'30" right in a Southeasterly direction along and with said centerline and said property line 30.65 feet; thence 15°-25'40" right in a Southeasterly direction and continue along said centerline and said property line 100.98 feet to the point of beginning, thence continue along last stated course 181.28 feet; thence 09°-33'14" left 0.00 feet; thence 90°-00'00" right and leaving said centerline run 166.41 feet to the right-of-way of Olde Towne Road (unrecorded this date); thence 32°-19'52" right and along said right-of-way 44.08 feet; thence 90°-00'00" right 1.50 feet to a point on a curve to the right, said curve having a central angle of 57°-00'08" and a radius of 38.35 feet; thence 90°-00'00" left to the tangent run 38.60 feet along the arc to the point of tangency; thence continue along the tangent 139.41 feet; thence 89°-42'04" right and leaving said right-of-way run 251.41 feet to the point of beginning.

Subject to easements of record.
AGREEMENT, made this 6th day of January, 1983, by and between:

VESTAVIA VILLAGE ASSOCIATES
 c/o John McGeever
 300 Vestavia Office Park
  Suite 1000
 Birmingham, AL 35216
 (hereinafter referred to as "Vestavia")

and

MICHAEL E. OSBORN (or his assigns)
  2100 Partridge Berry Road
 Birmingham, AL 35244
 (hereinafter referred to as "Osborn")

Osborn is the owner of a parcel of land situated in Vestavia Hills, Jefferson County, Alabama, and more particularly described in Exhibit "A" attached hereto, which parcel is graphically depicted as Parcel 1 on the Site Plan (the "Site Plan") attached hereto, as Exhibit "B"

Vestavia is the owner of a parcel of land graphically depicted as Parcel 2 on the Site Plan, and more particularly described in Exhibit "C" attached hereto.

Osborn and Vestavia have agreed to the following reciprocal easements and covenants with respect to access, parking and other agreements, all as hereinafter stated.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties agree as follows:

1. RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

Vestavia hereby grants and conveys unto Osborn, for the benefit of Osborn, its successors and assigns, a non-exclusive easement for purposes of pedestrian and vehicular ingress and egress over and across the walkways and driveways of Parcel 2. Osborn hereby grants and conveys unto Vestavia for the benefit of Vestavia, its successors and assigns, a non-exclusive easement for pedestrian and vehicular ingress and egress over and across the walkways and driveways of Parcel 1. Each party, however, shall have the exclusive control, management and maintenance obligations of its own respective
Parcels and may alter or amend, from time to time, the traffic pattern and location of walkways and driveways on its respective Parcels in any manner it sees fit. The parties agree to maintain adequate general public liability insurance to cover its own respective Parcels, and to indemnify, defend and hold harmless the other party from any risk therein covered.

Reciprocal Parking Agreement:

a) Vestavia hereby grants to Oshorn, for the benefit of Oshorn, its successors and assigns, the non-exclusive right in common with employees, customers and invitees of Vestavia, its successors and assigns, to utilize the parking areas and facilities as provided on Parcel 2, for purposes of vehicular parking. Oshorn grants to Vestavia, for the benefit of Vestavia, its successors and assigns, the non-exclusive right in common with employees, customers and invitees of Oshorn, its successors and assigns, to utilize the parking areas and facilities as provided on Parcel 1, for purposes of vehicular parking.

b) In no event shall employees or employees of any tenant of either party have any right to park in the parking area of the other, and employees shall park only on the Parcel owned by their employer or the Lessee of their employer. Upon request by either party to the other, the party receiving such request shall furnish a written list of all employees, agents and other personnel employed or located on its Parcel and the description of automobiles used by them, including tag numbers. The parties shall cooperate with each other in requiring all such employees and personnel to park on their respective employer’s Parcel.

c) Each party shall pay the cost of striping and cleaning its own parking areas.

d) The parking and driveway areas between Parcel 1 and Parcel 2 shall meet at equal grade and no obstruction shall be permitted between the Parcels except for parking bumpers, sidewalks and appropriate landscaping.

e) The parties agree that each will provide, on their respective Parcels, necessary and sufficient parking for the Parcel’s
intended use, it being the intent of the parties that one party's
customer shall not use the other party's parking areas except during
period of uncommon need. The term "necessary and sufficient parking"
shall mean that each party must meet minimum code requirements as
established by the City of Vestavia Hills for parking on its
respective Parcels.

1) Both parties herein shall covenant that they shall not
use any of the easements as described in this Paragraph 2 hereof as
a basis for in support for the issuance of a building permit for any
structure or an expansion of any structure to be built upon the
respective Parcels.

4. UTILITY EASEMENTS

a) Each of the parties agree to cooperate reasonably with
the other party in designating easements for the construction and
maintenance of storm drains, sewers, utilities and other services
necessary for the orderly development and operation of the Parcels
of property owned by the parties.

b) Each of the parties does hereby grant to the other
party over and across its respective above-described Parcel an
easement for the flow of surface waters originating on either of
said Parcels.

5. INTENT OF AGREEMENT:
The parties intend that the easements herein granted in
Paragraphs 1, 2 and 3 shall not extend to or exist with respect to
any portion of either Parcel hereinafter used for the construction
of a building or buildings or other structures, and the easements
herein granted shall be used and enjoyed in such manner as to cause
the least possible interference with the business or businesses
conducted on the respective Parcels.

6. APPROVAL OF SITE PLAN:
Each of the parties hereby approves all features of the
Site Plan attached hereto as Exhibit "C", including but not limited
to: building size and location, parking ratios, parking and driveway
locations, etc. Each of the parties hereby approves any zoning
variances which may be required from the City of Vestavia Hills to
implement said Site Plan.

- 3 -
6. AMENDMENT OF SITE PLAN:

Each party reserves the right to amend its layout as reflected on the Site Plan, provided the following standards are met:

a) Subject to the provisions of Paragraph 5 hereof, each party shall at all times fully meet all the minimum requirements of the City of Vestavia Hills, Alabama, for vehicular parking, without reference to this cross-parking agreement.

b) Any amendment shall not be in derogation of the terms of this Agreement.

7. TERM OF AGREEMENT:

The term of this Agreement shall commence on the date of this Agreement and shall extend for a period of fifty (50) years.

8. BINDING EFFECT:

The agreements, easements and restrictions contained herein shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 6th day of January, 1980.

VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, by its Partners

EUGENE W. BLAIR, JR.

W. W. ELLARD, JR.

J. H. GEE, JR.

J. F. GREENE & ASSOCIATES, an Alabama General Partnership

By JOHN F. GREENE

By M. M. DENNIS

By MICHAEL E. OSBORN
STATE OF ALABAMA)  
JEFFERSON COUNTY)  

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Eugene W. Bluemly, Jr., whose name as General Partner of VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he, in his capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of January, 1981.

[Signature]
NOTARY PUBLIC
My commission expires: 4/23/86

STATE OF ALABAMA)  
JEFFERSON COUNTY)  

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that D. W. Ellard, Jr., whose name as General Partner of VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he, in his capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of January, 1983.

[Signature]
NOTARY PUBLIC
My commission expires: 4/23/86

STATE OF ALABAMA)  
JEFFERSON COUNTY)  

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John McEever, whose name as General Partner of VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he, in his capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6th day of January, 1984.

[Signature]
NOTARY PUBLIC
My commission expires: 4/23/86
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John F. Greene and M. Miller Gorrie, whose names as Partners of John F. Greene and Associates, a partnership, General Partner of VESTAVIA VILLAGE ASSOCIATES, an Alabama General Partnership, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, they, in their capacity as such General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of January, 1983.

[Signature]

NOTARY PUBLIC

My commission expires: 1/23/86

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Michael E. Oshorn, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6th day of January, 1984.

[Signature]

NOTARY PUBLIC

My commission expires: 1/23/86
A part of Lot 7, Meek's First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of Probate Judge, Jefferson County, Alabama, and being situated in the southeast Quarter of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Begin at the southeast corner of said Section 36; thence westerly along and with the south line of said Section 899.26 feet to a point; thence 75°20'00" right, in a northwesterly direction 782.92 feet to a point on the southeasterly right-of-way margin of U.S. Highway 31; thence 123°35'00", left southeasterly along and with said southeasterly right-of-way margin 99.34 feet to a point being the change in right-of-way width; thence 90°00'00", right, northwesterly along and with said right-of-way margin 15.00 feet, thence 90°00'00", left southwesterly along and with said right-of-way margin 97.11 feet, thence 88°40'59", left, southeasterly, leaving said southeasterly right-of-way margin 146.00 feet to a point; thence 90°00'00", right, northwesterly 59.00 feet to a point; thence 90°00'00", right, southeasterly 55.13 feet to a point; thence 90°00'00", right, southwesterly 10.00 feet to a point; thence 90°00'00", right, 131.74 feet to the point of beginning, said point being on the easterly right-of-way of Old Towne Road; thence 90°00'00", left, and leaving said right-of-way run 144.67 feet to the centerline of Patton Creek; thence 89°58'24", left and along said centerline run 131.75 feet; thence 90°01'15", left, and leaving said centerline run 145.76 feet to a point on a curve, said point being on the easterly right-of-way of Old Towne Road, said curve having a central angle of 114°53'39", and a radius of 48.16 feet; thence 104°53'39", left to the tangent, run along the arc and along said right-of-way 9.09 feet to the point of tangency; thence continue along the tangent and said right-of-way 121.92 feet to the point of beginning and containing 19,068 square feet, more or less.

LESS and except easements of record.

ALSO:

A part of Lot 7, Meek's First Addition to Shady Springs, as recorded in Map Book 15, Page 31, in the Office of Probate Judge, Jefferson County, Alabama, and being situated in the southeast Quarter of Section 36, Township 18 South, Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Begin at the southeast corner of said Section 36; thence westerly along and with the south line of said Section 899.26 feet to a point; thence 75°20'00", right, in a northwesterly direction 782.92 feet to a point on the southeasterly right-of-way margin of U.S. Highway 31; thence 123°35'00", left southeasterly along and with said southeasterly right-of-way margin 99.34 feet to a point being the change in right-of-way width; thence 90°00'00", right, northwesterly along and with said right-of-way margin 15.00 feet; thence 90°00'00", left southwesterly along and with said right-of-way margin 97.11 feet; thence 88°40'59", left, southeasterly, leaving said southeasterly right-of-way margin 146.00 feet to a point; thence 90°00'00", left, northeasterly 59.00 feet to a point; thence 90°00'00", right, southeasterly 55.13 feet to a point; thence 90°00'00", right, southwesterly 10.00 feet to a point; thence 90°00'00", right, 131.74 feet to the point of beginning.  thence 87°36'40", left and along Vestavia Parkway run 95.51 feet; thence 02°23'20", left 49.20 feet; thence 89°08'24", left and leaving said right-of-way run 91.96 feet; thence 90°01'36", left, run 344.67 to the point of beginning and containing 13,300 square feet.
LEGAL DESCRIPTION

A part of Lots 7 & 8, Weck's First Addition to Shady Springs, as recorded in
Map Book 15, Page 31, in the Office of Probate Judge, Jefferson County, Alabama,
and being situated in the Southeast Quarter of Section 36, Township 18 South,
Range 3 West, Huntsville Meridian, Jefferson County, Alabama, and being more
particularly described as follows:

Begin at the Southeast corner of said Section 36; thence Westerly
along and with the South line of said Section 899.26 feet to a point;
thence 75° 29' 00" right, in a Northwesterly direction 782.92 feet to a
point on the Southeasterly right-of-way margin of U. S. Highway 31;
thence 171° 39' 00" left Southeasterly along and with said Southeasterly
right-of-way margin 99.44 feet to a point being in right-
of-way width; thence 90° 00' 00" right, Northwesterly along and with
said right-of-way margin 15.00 feet; thence 90° 00' 00" left Southeasterly
along and with said right-of-way margin 97.11 feet; thence 88° 54' 19"
left, Southerly, leaving said Southeasterly right-of-way margin
146.90 feet to a point; thence 90° 00' 00" left, Northwesterly, 99.44
feet to a point; thence 90° 00' 00" right, Southeasterly 90.36 feet to
the point of beginning; thence 90° 00' 00" right Southeasterly 55.11
feet to a point; thence 57° 40' 08" left, Southerly 99.52 feet; thence
123° 20' 00" left Southeasterly 174.73 feet to a point; thence 89° 54' 56"
left, 36.41 feet; thence 93° 22' 08" right, 181.28 feet to the Southerly
property line of ShowBiz Pizza; thence 99° 51' 10" left and along said
property line 88.91 feet; thence 89° 43' 04" left 106.05 feet to the
point of beginning.

Less and except Olde Towne Road right-of-way.
CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: JULY 11, 2019

• **CASE:** P-0719-35

• **REQUESTED ACTION:** Final Plat Approval To Resurvey Lots 21-23 of South Birmingham Heights

• **ADDRESS/LOCATION:** 901 Granbury Road

• **APPLICANT/OWNER:** Howard Neely

• **REPRESENTING AGENT:** N/A

• **GENERAL DISCUSSION:** Plat is to combine three lots into one. The lots have one home built on them. The purpose of this request is to clean up the lot lines to allow for the applicant to apply for a building permit to build an addition to the home. The lot is currently zoned R-3.

• **VESTAVIA HILLS COMPREHENSIVE PLAN:** This request is consistent with the plan for low density residential.

• **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:** No problems noted.

  3. **City Fire Marshal Review:** No problems noted

  4. **Building Safety Review:** No problems noted
CITY OF VESTAVIA HILLS
PLANNING AND ZONING COMMISSION
PRELIMINARY MAP APPLICATION

II. APPLICANT INFORMATION: (owner of property)

NAME: ___________Howard Neely

ADDRESS: 901 Grandbury Road Vestavia Hills, AL

MAILING ADDRESS (if different from above)

PHONE NUMBER: Home ______757-2005 Office ___________

NAME OF REPRESENTING ATTORNEY OR OTHER AGENT:

III. ACTION REQUESTED

Preliminary Plat Approval

Explain reason for the request: Current residence is situated on three separate lots

Combine 3 lots into 1 lot

**if additional information is needed, please attach full description of request**

IV. PROPERTY DESCRIPTION: (address, legal description, etc.)

Lots 21 Thru 23 Blk 3 South
Bham Heights Land Co

Property size: ___150______ feet X ___150______ feet. Acres: 0.5

VI. ZONING/REZONING:

The above described property is presently zoned: ___2-3___
VI. OWNER AFFIDAVIT:

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.

[Signature]

Owner Signature/Date

[Signature]

Representing Agent (if any)/Date

Given under my hand and seal this 26 day of June, 2019.

[Signature]

Notary Public

My commission expires 30th day of March, 20__.
A RESURVEY OF LOTS 21-23, BLOCK 3, SOUTH BIRMINGHAM HEIGHTS LAND COMPANY
AS SECURED IN MAP BOOK 7, PAGE 41, IN THE PRIVATE OFFICE OF JEFFERSON COUNTY, ALABAMA,
AND SITUATED IN THE NORTHEAST 3 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 7 WEST, JEFFERSON COUNTY, ALABAMA.

P0719-35//2800301009001.000
901 Granbury Rd.
Final Map to combine 3 lots into 1 lot
Howard Neely