

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

**CITY HALL COUNCIL CHAMBER
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

MONDAY, AUGUST 26, 2013, 7:00 P.M.

1. Approval of the minutes of the August 12, 2013 regular meeting of the City Council.
2. Consideration: Resolution accepting the professional services proposal submitted by Sain Associates with respect to the Mountain Brook Sidewalks–Phase 9, CMAQ-PE12() public involvement meeting and right-of-way survey.
3. Consideration: Resolution accepting and approving Supplement 2 with respect to the Mountain Brook Village Walkway System, Phase 6, CMAQ-98-02(921) in the amount of \$75,302.58 requested due to contract delays that extended the construction completion date.
4. Consideration: Resolution authorizing the execution of an amended professional services agreement between the City and Sain Associates with respect to construction, engineering and inspection services for the Safe Routes to Schools sidewalk construction project.
5. Consideration: Resolution approving the conditional use application submitted by Craig Fowler (dba iRevive) to operate a service business (mobile telephone repair) in a Local Business District – 2710 Culver Road.
6. Consideration: Resolution amending the City of Mountain Brook Employee Handbook with respect to the verification of employees' current driver license and insurance.
7. Public hearing: Consideration of an ordinance amending the Lane Parke project development plan previously approved upon the adoption of Ordinance No. 1871 adopted on May 21, 2012 and subsequently amended by Ordinance No. 1885 adopted on February 25, 2013.
8. Public hearing: Consideration of a resolution authorizing the execution of an amendment to the Development Agreement between the City and Evson, Inc. and Daniel Realty Company, LLC with respect to the Lane Parke Project, which Agreement was originally approved on July 30, 2012..
9. Announcement: The next regular meeting of the City Council is September 9, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
10. Other business.
11. Comments from residents.
12. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
AUGUST 12, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 12th day of August, 2013. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Discussion of Morningside Development (former Jim Brown property on Montclair Road) – Appendix 1.

Members of the City Council expressed general agreement with this matter proceeding through the Planning Commission review process. They also expressed that the City Council will have to see the final outcome of the municipal boundary determination and its impact on the City of Mountain Brook portion of the proposed development before any formal decisions can be made. Also expressed were differing viewpoints as to the appropriate valuation criteria for the homes to be constructed in the City.

2. Budget Schedule reminders:
 - A. Tuesday, August 13th at 8:00 a.m. – Finance Committee
 - B. Tuesday, August 27th at 8:00 a.m. – Mayor/City Council budget review
 - C. Review of requests for funding by appropriated agencies – Hold this meeting also on August 27th?
3. Bob Bohorfoush, of 3405 Pine Ridge Road, to address the City Council to request the removal of the two stop signs on Pine Ridge Road at Pine Ridge Trail – Appendix 2.

Most members of the City Council expressed their individual opposition to the notion of removing the stop signs as requested citing safety concerns.

4. Purchase of data back-up and disaster recovery system. (Motion No. 2013-115 was added to the formal agenda.)
5. Also added to the formal agenda was a motion (No. 2013-116) authorizing the City Manager to submit a letter to the Alabama Department of Transportation (ALDOT) authorizing an adjustment to the grant limitation and the construction, engineering, and inspection agreement contract amount both with respect to the Safe Routes to Schools sidewalk construction project.

After the City Council's review of the formal [7 p.m.] agenda issues, Council President Smith adjourned the meeting.

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
AUGUST 12, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 12th day of August, 2013. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

The City Council President stated that a quorum was present and that the meeting was open for the transaction of business.

1. RECOGNITION OF GUESTS

Council President Smith recognized Boy Scouts Liam Mitchell and Ned Mitchell of Troop 320 in attendance to satisfy the requirements for the Citizenship in Community merit badge.

2. PRESENTATION OF THE FIREFIGHTER APPRECIATION MONTH PROCLAMATION

President Smith read aloud and presented the Mayor's proclamation to Fire Chief Ezekiel and the firefighters from Station 1.

3. CONSENT AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the July 22, 2013 meeting of the City Council.

2013-109	Proclamation: August 2013 proclaimed "Firefighter Appreciation Month".	Exhibit 1
2013-111	Recommend to the Alcohol Beverage Control Board the issuance of a 140 – Special Events Retail license to Wilco Hospitality, LLC (trade name Crestline Rocks) for the September 7, 2013 fundraising event to benefit Pre-school Partners to be held on Church Street between Dexter Avenue and Hoyt Lane.	Exhibit 2, Appendix 1
2013-112	Authorize a \$75,000 transfer of funds from the General Fund to the Capital Projects fund (417) and a \$320,000 transfer to the City of Mountain Brook Retiree Medical (Sec. 115) Trust.	Exhibit 3

5. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next regular meeting of the City Council will be Monday, August 26, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

6. ADJOURNMENT

There being no further business to come before the City Council at this time, Council President Smith adjourned the meeting.

Steven Boone, City Clerk

EXHIBIT 1

PROCLAMATION

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our citizens; and

WHEREAS, in addition to their daily service to communities firefighters throughout the state and across the nation have joined the Muscular Dystrophy Association for the past sixty years in the fight against neuromuscular diseases; and

WHEREAS, Mountain Brook firefighters have partnered with the Muscular Dystrophy Association each year through the "Fill the Boot" campaign for MDA; and

WHEREAS, the Muscular Dystrophy Association is extremely grateful to the city of Mountain Brook for their support and dedication; and

WHEREAS, funds collected by the city of Mountain Brook firefighters assist MDA in providing medical services at local clinics, summer camp, research grants, support groups, and public education seminars at no cost to local children and families; and

WHEREAS, in honor of the efforts of the Mountain Brook firefighters, the Muscular Dystrophy Association is sponsoring Mountain Brook Firefighter Appreciation Month; and

WHEREAS, it is appropriate for all Mountain Brook citizens to join the Muscular Dystrophy Association in this tribute to our firefighters.

NOW, THEREFORE, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim August 2013 as

"Mountain Brook Firefighter Appreciation Month"

and commend the Mountain Brook firefighters for their efforts on behalf of the Muscular Dystrophy Association.

RESOLUTION NO. 2013-117

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form attached hereto as Exhibit A, with respect to the Mountain Brook Sidewalks–Phase 9, CMAQ-PE12() public involvement meeting and right-of-way survey.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract and such other documents that may be determined necessary with respect to said services all subject to review and approval by the City Attorney.

ADOPTED: This 26th day of August, 2013.

Council President

APPROVED: This 26th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 26, 2013, as same appears in the minutes of record of said meeting.

City Clerk



August 22, 2013

SUBJECT: Mountain Brook Sidewalks – Phase 9
Project Number: CMAQ-PE12()
Mountain Brook, Alabama – SA #13-0005

Initial Contract Authorization

I. PUBLIC INVOLVMENT MEETING.....Lump Sum \$8,073.74

- A. Please note this meeting is not an ALDOT requirement but Sain recommends this as a means to document the City’s efforts to inform the public of the proposed sidewalks.
- B. This public involvement stage will be held before the survey and design has begun and will be based upon aerial photography, GIS data, and information obtained from site visits.
- C. A preliminary layout of the project will be prepared and potential impacts to the adjacent property owners will be identified on the layout. The City will have an opportunity to review the drawing at a meeting with Sain prior before the public involvement. A large roll map will be used to display the proposed plan at the meeting.
- D. Nimrod Long and Associates will act as a sub-consultant assisting in preparing for the Public Involvement Meeting by reviewing the Sain prepared maps, assisting with concept refinements, and attending the coordination meeting.
- E. We propose to have one (1) public involvement meeting at a location chosen by the City of Mountain Brook. Sain will prepare a flyer and letter for the City to use in advertising for the public meeting. The associated costs of advertising are not included in this proposal.
- F. Sain will attend the meeting to describe the project and answer questions. There will be a comment sheet given to all the residents for their input for the project.
- G Sain will provide the City of Mountain Brook with a summary of all the comments received at the public involvement meeting.

II. RIGHT-OF-WAY SURVEYLump Sum \$1,000.00

- A. Courthouse research on property ownership to supplement GIS data.

III. NIMROD LONG AND ASSOCIATESLump Sum \$2,345.00

- A. NLA will assist Sain with determining the sidewalk location and impacts to property owners for preparation of maps.
- B. NLA will attend the Public Involvement meeting.

Celebrating 40 Years of Excellence in Engineering and Surveying

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243
p (205) 940-6420 - f (205) 940-6433
www.sain.com

2013-117

Mountain Brook Sidewalks – Phase 9
August 22, 2013
Page 2

GRAND TOTAL - \$11,418.74

Sincerely,

SAIN ASSOCIATES, INC.



Jim Meads, P.E.
President/CEO
Alabama Reg. #17294



Alicia Bailey, P.E.
Project Manager
Alabama Reg. #26339

ACCEPTED BY:

City of Mountain Brook

By: _____

Date: _____

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SAIN ASSOCIATES
DATED AUGUST 26, 2013**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Sain Associates (“the Contractor”) dated August 26, 2013.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. ***Definitions.*** For purposes of this Addendum, the terms below have the following meanings:
 - A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. ***Arbitration; Mediation; Alternate Dispute Resolution.*** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. ***Attorney’s Fees; Court Costs; Litigation Expenses.*** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. ***Late Payment Charges; Fees; Interest.*** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. ***Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.*** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. ***Choice of Law; Choice of Venue or Forum.*** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. ***Construction of Addendum.*** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 26th day of August, 2013.

Sain Associates

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

RESOLUTION NO. 2013-118

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts and approves Supplement 2 (see Exhibit A attached hereto) with respect to the Mountain Brook Village Walkway System, Phase 6, CMAQ-98-02(921) in the amount of \$75,302.58 requested due to contract delays that extended the construction completion date.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of such other documents that may be determined necessary with respect to said services all subject to review and approval by the City Attorney.

ADOPTED: This 26th day of August, 2013.

Council President

APPROVED: This 26th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 26, 2013, as same appears in the minutes of record of said meeting.

City Clerk



August 22, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
3928 Montclair Road, Suite 200
Mountain Brook, AL 35213

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Sam:

As previously discussed with you and ALDOT, Sain's fee for CE&I services on the subject project has been depleted. By this letter, we request a supplement to our contract for \$75,302.58.

The original contract was based on 140 working days and was originally estimated to complete in November 2012. Supplement #1 extended the end date to June 2013. Due to pending decisions on driveways and retaining walls, the contract time has been periodically stopped because these pending decisions have caused for gaps in the contractor's work. Even though time is not counting toward the contract, Sain has maintained full time inspection while the contractor is working. Sain has also attended several meetings and has extensive coordination with the City, Nimrod Long and Associates, and ALDOT regarding the plan revisions, quantity revisions, and contractor pricing in regards to the driveways and retaining walls.

Sain estimates the following for time remaining on the project:

- Time remaining on the original contract as of August 1 – 7 days
- Time extension for Cherokee and Overbrook intersection – 8 days
- Time extension for Supplemental Agreement #4 – 1 days
- Time extension for Walls L and O – 5 days
- Time extension for estimated over-runs – 11 days
- Weather days or delays – 10 days
- TOTAL: 42 days

The supplemental manday estimate is based upon 42 additional days and an approximate completion date of September 2013. Currently, the contractor projects to be substantially complete by mid September and project closeout to be completed by end of September.

Please forward this letter and attachments with a letter of your approval to ALDOT. If you have any questions, please do not hesitate to call.

Sincerely,

Alicia N. Bailey, P.E.
AL Registration #26339

James A. Meads, P.E.
President/CEO
Alabama Reg. #17294

Celebrating 40 Years of Excellence in Engineering and Surveying

244 West Valley Avenue, Suite 200 - Birmingham, Alabama 35209 - p (205) 940-6420 - f (205) 940-6433
www.sain.com

2013-118

City of Mountain Brook
CMAQ-9802(921)

Sain Associates, Inc.

Project: Mountain Brook Village Walkway System, Phase 6

Task	Task Description	Project Manager	Level II Inspector	Level I Inspector	Administrative Assistant	Professional Civil Engineer	Target Person	Instrument Person	Field Supervisor	Professional Land Surveyor	Survey Drafter	Total
8.0 A	Contract Administration	5	5	1	2		14	14	14	3.5	3.25	13
8.0 B	Survey Control and other surveying	1										49.75
8.0 C	Project Inspection	10	32	10								52
8.0 D	Testing											0
8.0 E	Management Engineering Services	5	5	2		5						17
MANDAY TOTALS:		21	42	13	2	5	14	14	14	3.5	3.25	131.75
DAILY RATE:		\$ 223.36	\$ 160.00	\$ 152.00	\$ 138.40	\$ 270.64	\$ 152.00	\$ 176.00	\$ 186.00	\$ 296.00	185.28	
TOTAL DIRECT LABOR:		\$ 4,690.56	\$ 6,720.00	\$ 1,976.00	\$ 276.80	\$ 1,353.20	\$ 2,128.00	\$ 2,464.00	\$ 2,604.00	\$ 1,036.00	\$ 602.16	\$ 23,850.72

OVERHEAD 174.25%: \$ 41,559.88
 SUB-TOTAL: \$ 65,410.60
 DIRECT JOB COSTS: \$ 2,875.00
 SUB-TOTAL: \$ 68,285.60
 PROFIT @ 10%: \$ 6,828.56
 SUB-CONSULTANT FEE: \$ -
 SUB-CONSULTANT MARK-UP 5%: \$ -
 FACILITIES CAPITAL COST 0.79%: \$ 188.42
 TOTAL FEE AMOUNT: \$ 75,302.58

2013-118

RESOLUTION NO. 2013-119

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form attached hereto as Exhibit A, with respect to the Safe Routes to Schools sidewalk construction projects [SRTS-SR09(903) and SRTS-SR09(904)] construction engineering and inspection services and related work.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract and such other documents that may be determined necessary with respect to said services all subject to review and approval by the City Attorney.

ADOPTED: This 26th day of August, 2013.

Council President

APPROVED: This 26th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 26, 2013, as same appears in the minutes of record of said meeting.

City Clerk

A G R E E M E N T

B E T W E E N

SAIN ASSOCIATES, INC.

A N D

CITY OF MOUNTAIN BROOK

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

AGREEMENT

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

This AGREEMENT is made and entered into by and between the City of Mountain Brook, hereafter referred to as the CITY, acting by and through the Alabama Department of Transportation, (ALDOT), hereinafter referred to as the STATE, and Sain Associates, Inc., which is qualified to do business in the State of Alabama, and has its principal Alabama office at 244 West Valley Avenue, Suite 200, Birmingham, Alabama 35209, Party of the Second Part, hereinafter referred to as the CONSULTANT.

ARTICLE I - SCOPE OF WORK

The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services for the Safe Routes to School for the City of Mountain Brook, Project Number SRTS-SR09(903) and SRTS-SR09(904). The project consists of the following seven sites: Canterbury Road (1950 LF), Overhill Road (900 LF), Overhill Road (414 LF), Watkins Road (1090 LF), Vine Street (615 LF), West Montcrest Drive (960 LF), and West Montcrest Drive (402 LF). The terms of this agreement between the CITY and CONSULTANT shall be the same terms in the on-call agreement between ALDOT and the CONSULTANT.

SECTION 1 - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

1.0 PURPOSE:

This statement of work describes and defines services which are required for construction engineering, inspection, materials sampling and testing and contract administration for construction projects selected by the CITY.

SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall

utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of the STATE in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the STATE. Prior to furnishing any services, the CONSULTANT shall be familiar with ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the STATE.

2.0 ITEMS TO BE FURNISHED BY THE CITY/STATE TO CONSULTANT:

A. The minimum Contract documents for each project shall be distributed to the CONSULTANT, via Division Engineer/City Engineer, by ALDOT'S Office Engineer subsequent to award of construction contract for each project as follows:

5 sets Construction Plans - Half scale

3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)

2 sets Standard Drawings

1 copy of Executed Contract

3.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by Division Engineer/City Engineer. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by Division Engineer/City Engineer has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the STATE/CITY. If construction contract is suspended,

the CONSULTANT'S forces shall be adjusted at the direction of Division Engineer/City Engineer to correspond with type of suspension, either complete suspension or partial suspension.

4.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the STATE/CITY shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the STATE policies, plans, specifications and contract provisions. The CONSULTANT shall cooperate and assist the STATE/CITY representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the STATE'S/CITY'S recommendations. The STATE'S/CITY'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by Division Engineer/City Engineer. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

5.0 REQUIREMENTS:

A. General:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall advise Division Engineer/City Engineer and shall document any omissions, substitutions, defects, and deficiencies noted in the work of Contractor and the corrective action taken.

B. Project Inspection: The CONSULTANT shall provide services to monitor and document Contractor's construction operations. The CONSULTANT shall test, inspect and document all

construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The CONSULTANT shall keep detailed, accurate records of Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the STATE for inspections of construction projects are set out in the STATE'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

C. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the STATE'S Testing Manual. The STATE/CITY reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The STATE/CITY shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the STATE/CITY of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the STATE at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The

CONSULTANT shall be responsible for transporting samples to be tested to the appropriate State laboratory. Any testing performed at a laboratory other than the State laboratory shall be handled in a separate AGREEMENT. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations.

D. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the STATE/CITY to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested by the STATE/CITY, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.
2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. The CONSULTANT shall immediately report to Division Engineer/City Engineer changes in pay items, project time or cost as soon as they become known to the CONSULTANT.
3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the STATE. Said diaries and reports shall be kept up-to-date on a daily basis.

4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.
5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).
6. Prepare and submit monthly to Division Engineer/City Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. The CONSULTANT shall consult with Division Engineer/City Engineer when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from Contractor. The

CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make recommendations to Division Engineer/City Engineer for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result. The State Construction Engineer, depending on the nature of proposal are responsible for structural engineering analysis of Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that Division Engineer/City Engineer is provided with all relevant information and, in addition, shall appraise and make recommendations to Division Engineer/City Engineer of all project(s) related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project(s). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project(s) of any proposals presented by Contractor. The CONSULTANT shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to Division Engineer/City Engineer, together with any proposals from Contractor. The CONSULTANT shall be a liaison and cooperate with the STATE/CITY in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management

normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem. In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to Division Engineer/City Engineer for approval. Approval of Division Engineer/City Engineer must be obtained prior to initiating any change or extra work.
10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the STATE/CITY Project manager, shall negotiate prices with Contractor and prepare and submit a recommendation to Division Engineer/City Engineer for approval. The Division Engineer/City Engineer shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.
11. In the case where Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with project contract requirements, of the costs involved in such work.
12. In the case where Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with Division Construction Engineer/City Construction Engineer. The CONSULTANT may be required to provide

recommendation on validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.

13. In the case where Contractor for a project submits a request for extension of allowable contract time, the CONSULTANT shall analyze request and prepare a recommendation to Division Engineer/City Engineer covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or other times as necessary, to Division Engineer/City Engineer on all delays. This recommendation is needed to justify a time extension.
14. The CONSULTANT shall prepare and submit to Division Engineer/City Engineer a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, which involve CONSULTANT, shall be signed and sealed by the CONSULTANT and Division Engineer/City Engineer. This task must be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
15. At request of the STATE/CITY, the CONSULTANT shall assist appropriate STATE/CITY offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.
16. The CONSULTANT shall monitor and document Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.
17. Shop drawing/sample submittal and approvals shall be logged by the STATE. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.
18. The CONSULTANT shall assist Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize

delays to construction operations. Documentation shall be maintained in accordance with the STATE'S procedures.

19. The Project Manager and the CONSULTANT for each particular project shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.
20. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
21. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform Division Engineer/City Engineer of these inquiries.
22. The CONSULTANT may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction project.

6.0 PERSONNEL: (See attached personnel and their qualifications)

A. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the STATE/CITY to effectively carry out its responsibilities under this AGREEMENT.

B. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to Division Engineer/City Engineer the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by Division Engineer/City Engineer prior to the date an individual is to report to work. Listed below are minimum qualifications and

job descriptions for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with five years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by Division Engineer/City Engineer.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is administrative and technical work in Civil Engineering. Employees in said class shall act as the first contact between contractor and the STATE/CITY. The Project Manager shall be responsible for supervision of all employees assigned to said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to District Engineer's or Division Engineer's/City Engineer's designated representative.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by Division Engineer/City Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and inspection. One or

more of the following certifications as necessary and approved by Division Engineer/City Engineer. Inspectors who are to perform a specific task shall be certified in said field.

- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities.

The inspector shall report directly to Senior Inspector and/or Project Manager.

LEVEL I INSPECTOR:

Minimum Qualifications:

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by Division Engineer/City Engineer. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician

- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities.

The inspector shall report directly to Senior Inspector and/or Project Manager.

ADMINISTRATIVE ASSISTANT

Minimum Qualifications:

- A high school diploma or a GED certificate.

Job Description:

Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

PROFESSIONAL CIVIL ENGINEER

Minimum Qualifications:

- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.
- Qualified Credentialed Inspector (QCI)

Job Description:

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

TARGET PERSON

Minimum Qualifications:

- Six months experience in surveying.

Job Description:

This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

INSTRUMENT PERSON

Minimum Qualifications:

- Two years experience in surveying.

Job Description:

This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in charge of checking of contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

FIELD SUPERVISOR

Minimum Qualifications:

- Four years experience in surveying with at least one year of experience as a construction survey party chief.

Job Description:

This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor

PROFESSIONAL LAND SURVEYOR

Minimum Qualifications:

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

Job Description:

This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way.

C. STAFFING:

The STATE/CITY shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed

for assignment must be reviewed and approved in writing by Division Engineer/City Engineer. An individual previously approved whose performance is later determined by the STATE/CITY to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by Division Engineer/City Engineer, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.

As Contractor's operations on a contract diminish, the CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by Division Engineer/City Engineer shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule the CONSULTANT employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by Division Engineer/City Engineer. If overtime is not held to a minimum, then SECTION 1, 7.0 (Cooperation and Performance of the CONSULTANT) of this AGREEMENT shall be enforced to replace personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of Division Engineer/City Engineer to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the STATE/CITY determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

D. CERTIFICATION - Licensing for Equipment and Personnel:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the STATE shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 6.0 B of this AGREEMENT.

7.0 SUBCONSULTANT SERVICES: (See attached proposal from Bhate Geosciences)

8.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by Division Engineer/City Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the STATE/CITY in connection with said Project(s).

9.0 CLAIMS REVIEW:

In the event Contractor for said project submits a claim for additional compensation and/or time after the CONSULTANT has completed this AGREEMENT, the CONSULTANT shall, by written request from the STATE/CITY, analyze the claim, prepare a recommendation to Division Engineer/City Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of said claim. Compensation for these services shall be mutually agreed between the STATE/CITY and the CONSULTANT prior to performance of said Services.

A. The CONSULTANT shall, upon written request by Division Engineer/City Engineer, assist appropriate STATE/CITY Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT.

The CONSULTANT shall, upon written request by Division Engineer/City Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise

assist the STATE/CITY in any litigation or hearings in connection with said construction contract(s).

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. This AGREEMENT shall be effective upon the date of approval by the City Council, pending the STATE's award of said contract to a contractor. In the event the STATE rejects the current bid and re-bids the project, the CONSULTANT reserves the right to amend the agreement and fee and the CITY reserves the right to void this contract.
2. This AGREEMENT is based on 130 working days for construction. In the event the construction extends past 130 working days, the COSULTANT reserves the right to supplement this agreement and fee.

ARTICLE III – PAYMENT

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When Division requires the CONSULTANT to stay overnight at a project, the CONSULTANT shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, shall be paid as direct cost plus ten (10) percent. Purchases over \$100.00 shall require written authorization from appropriate Division.

For performance by the CONSULTANT of services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the STATE shall pay the CONSULTANT as follows:

A. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:

1. Direct salary and wages – Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT’S personnel that may be working on various projects under this AGREEMENT.

<u>CLASSIFICATION</u>	<u>HOURLY PAY RANGES</u>
Professional Civil Engineer	\$28.00 to \$43.00
Project Manager	\$21.00 to \$37.00
Senior Inspector	\$17.00 to \$29.00
Level II Inspector	\$13.00 to \$24.00
Level I Inspector	\$12.00 to \$19.00
Professional Land Surveyor	\$20.00 to \$37.00
Field Supervisor	\$17.00 to \$29.00
Instrument Person	\$13.00 to \$23.00
Target Person	\$12.00 to \$19.00
Administrative Assistant	\$10.00 to \$19.00

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration.
3. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.
4. The CONSULTANT’S home office overhead and labor additive rate, as determined by the STATE’S Bureau of Finance and Audits, External Audit Section, shall be applied to direct

salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive rate can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.

5. Any paid overtime shall require prior authorization from Division Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.
 - a. The hourly overtime rate shall be 1.5 times the hourly billable rate.
 - b. Hours worked on holidays observed by the CONSULTANT shall be billable at an hourly rate of 2 times the hourly billable rate. Billable holiday work shall require prior approval by the STATE.
6. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT for project SRTS-SR09(903), shall not exceed fifty-two thousand and twelve and 32/100 dollars (\$52,012.32).
7. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT for project SRTS-SR09(904), shall not exceed forty-three thousand, two hundred and seventy-six and 11/100 dollars (\$43,276.11).

ATTEST:

(CONSULTANT)

By: _____
(Affix Corporate Seal)

By:  _____

APPROVED BY CITY:

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SAIN ASSOCIATES
DATED AUGUST 26, 2013**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Sain Associates (“the Contractor”) dated August 26, 2013.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. **Definitions.** For purposes of this Addendum, the terms below have the following meanings:
 - A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. **Attorney’s Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. ***Late Payment Charges; Fees; Interest.*** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. ***Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.*** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. ***Choice of Law; Choice of Venue or Forum.*** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. ***Construction of Addendum.*** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 26th day of August, 2013.

Sain Associates

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

2013-120

August 20, 2013

Mayor Terry Oden
Mountain Brook City Council
PO Box 130009
Mountain Brook, Alabama 35213-0009

Re: Request for Business License for iRevive, LLC

Mr. Mayor and City Council members:

We submit for your consideration a formal request for a business license to be used at 2710 Culver Road in Mountain Brook Village. Our proposed business name will be "iRevive" and our primary service offered to the public will be the repair, refurbishment, and resale of mobile electronic devices. This will include multiple brands of smartphones, tablets, and other mobile computing devices.

We expect that our location will have a maximum of 3 employees once we reach a peak business volume. The property currently has three parking spaces in the alley behind the business that will allow for employee parking without taking up spaces for public use.

Our proposed hours of operation will be Monday through Saturday, 9 AM to 6PM, although we might adjust this slightly once we have a better sense of when customers might need our services for dropping off or picking up their devices. Due to the nature of our services, we believe the anticipated peak times of traffic into our store will be early in the business day or at the end of the day. With that being said, it is also likely that we will experience a steady stream throughout the day but with no more than 2 or 3 customers in the store at any given time. There is sufficient customer parking for that load factor directly in front of the store.

Thank you very much for your consideration. We look forward to being a part of the Mountain Brook business community.

Sincerely,

R. Craig Fowler

Cc: Robert C. Field
Eric H. Lipp

RESOLUTION NO. 2013-120

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application submitted by iRevive to establish a cell phone repair facility at 2710 Culver Road.

ADOPTED: This 26th day of August, 2013.

Council President

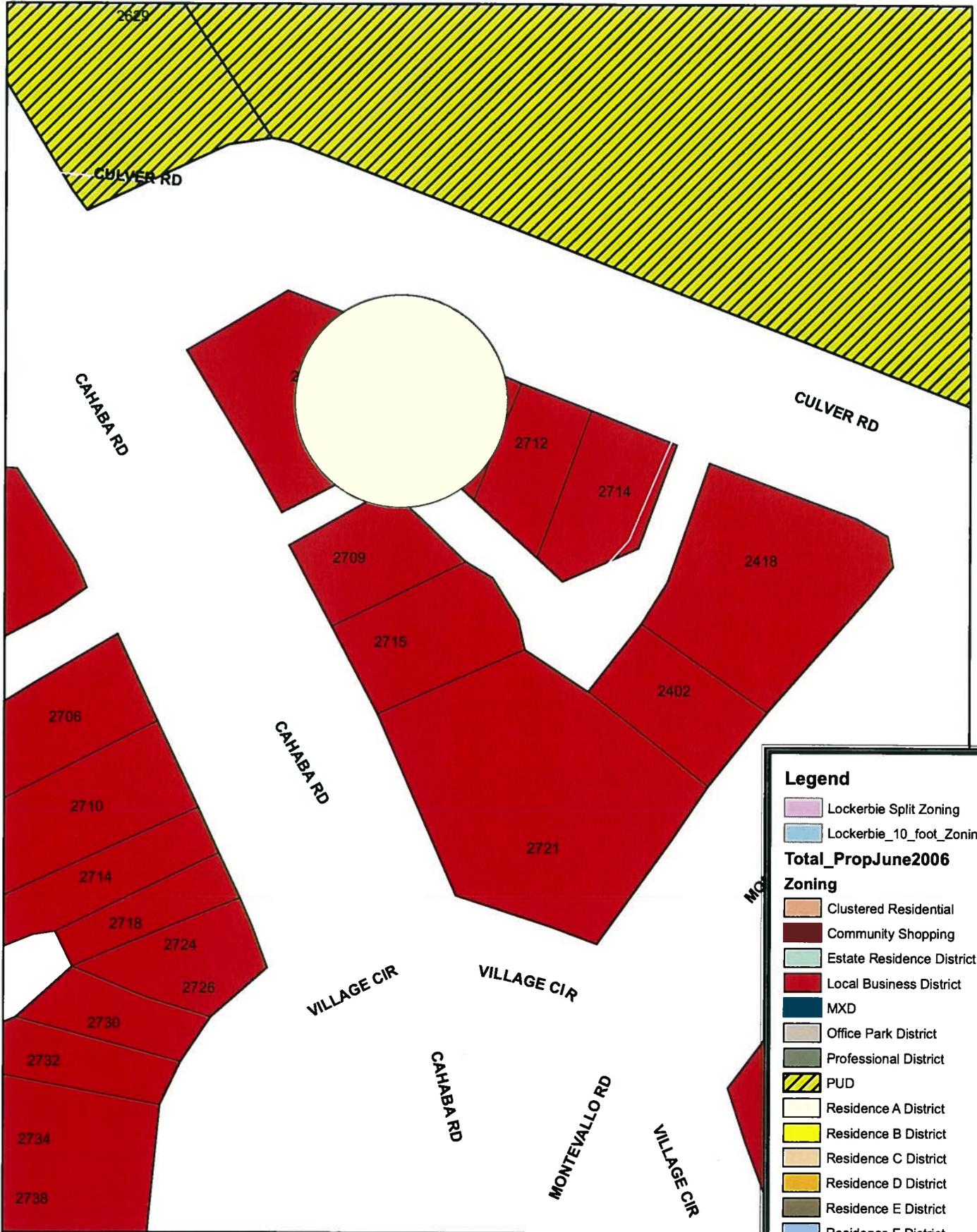
APPROVED: This 26th day of August, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 26, 2013, as same appears in the minutes of record of said meeting.

City Clerk



Legend

-  Lockerbie Split Zoning
-  Lockerbie_10_foot_Zoning
- Total_PropJune2006**
- Zoning**
-  Clustered Residential
-  Community Shopping
-  Estate Residence District
-  Local Business District
-  MXD
-  Office Park District
-  Professional District
-  PUD
-  Residence A District
-  Residence B District
-  Residence C District
-  Residence D District
-  Residence E District
-  Residence F District
-  Recreation District
-  RID
-  Rec-2



RESOLUTION NO. 2013-121

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the following revisions to the Employee Handbook:

1. II. OFFICIALS OF THE CITY OF MOUNTAN BROOK

See updated organizational chart attached hereto as Exhibit A.

2. Section IV. D. shall be amended by adding the following as the last paragraph of said section:

“IV. D. Authorized Use of City Vehicles, Driver License and Insurance Verification

In addition, all employees may, at one time or another, be required to drive their personal vehicles on City business. Therefore, all employees are required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment. The City participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees. The City reserves the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage.”

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Manager to incorporate such amended policy in the City’s *Employee Handbook* a digital copy of which shall be available to employees on the City’s [internal] intranet site.

ADOPTED: This 26th day of August, 2013.

Council President

APPROVED: This 26th day of August, 2013.

Mayor

CERTIFICATION

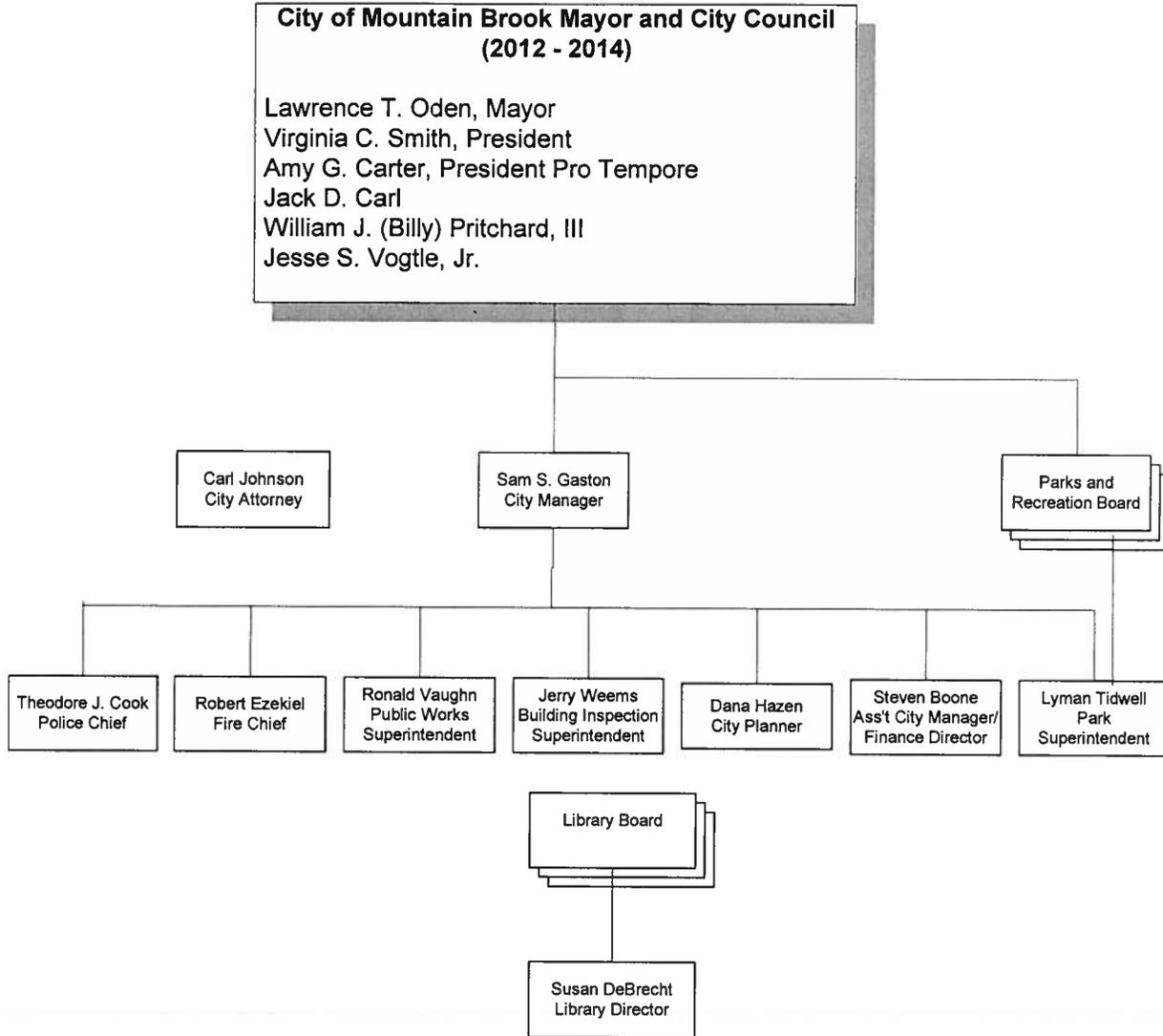
I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on August 26, 2013, as same appears in the minutes of record of said meeting.

City Clerk

2013-121

EXHIBIT A

II. OFFICIALS OF THE CITY OF MOUNTAIN BROOK



ORDINANCE NO. 1893

AN ORDINANCE TO AMEND LANE PARKE DEVELOPMENT
PLAN PREVIOUSLY APPROVED BY ORDINANCE 1871,
AND AMENDED BY ORDINANCE 1885

BE IT ORDAINED by the City Council of the City of the City of Mountain Brook, Alabama, as follows:

1. **Development Standards.** The Master Development Plan and the materials submitted by the applicant, as required by Section 129-265 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1871 dated May 21, 2012, and amended by Ordinance 1885, dated March 11, 2013, are hereby amended to include the changes set forth in the Amended PUD Application, dated August 1, 2013, which is approved herewith, made a part hereof, and specifically incorporated herein by reference, said Plan and materials constituting regulatory standards for use of the subject property, subject to further modification only as provided for in Article XVI, Chapter 129 of the Mountain Brook City Code.
2. **Description of Affected Property.** The property that is the subject of the amended rezoning approved by this ordinance is described as follows:

A parcel of land being situated in the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West; being the Point of Beginning; thence run Northerly along the West line of said Quarter - Quarter a distance of 665.12 feet; thence right 91°-08'-04" a distance of 1325.11 feet; thence right 88°-58'-55" a distance of 74.22 feet; thence right 37°-49'-05" a distance of 736.41 feet; thence right 52°-46'-30" a distance of 62.37 feet; thence right 00°-14'-22" a distance of 179.92 feet; thence left 90°-58'-32" a distance of 355.39 feet; thence right 88°-43'-29" a distance of 24.53 feet; thence left 87°-29'-35" a distance of 139.13 feet; thence right 89°-27'-49" a distance of 14.61 feet; thence left 117°-30'-00" a distance of 175.92 feet; thence right 84°-32'-17" a distance of 46.85 feet; thence tangent to a curve to the left having a radius of 1243.26 feet and a central angle of 9°-20'-05" along the curve an arc distance of 202.55 feet; thence right 62°-49'-52" from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of 18°-00'-50" and a radius of 66.12 feet an arc distance of 20.79 feet; thence left 2°-03'-01" to the tangent of a curve to the left having a central angle of 34°-34'-36" and a radius of 60.77 feet, an arc distance of 36.67 feet; thence continue from the tangent of said curve a distance of 45.64 feet; thence right 90°-00'-00" a distance of 119.49 feet; thence right 33°-25'-36" a distance of 245.11 feet; thence right 0°-00'-42" a distance of 377.82 feet to the Point of Beginning.

Said Parcel contains 27.59 acres more or less.

3. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
4. **Severability.** 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.
5. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: The ____ day of _____, 2013.

Council President

APPROVED: The ____ day of _____, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on _____, 2013, as same appears in the minutes of record of said meeting, and published by posting copies thereof on _____, 2013, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Piggly Wiggly Foodstore No. 4, 93 Euclid Ave.
The Invitation Place, 3150 Overton Road

City Clerk

CITY OF MOUNTAIN BROOK, ALABAMA
RESOLUTION NO. 2013- 122

WHEREAS, the City Council of the City of Mountain Brook, Alabama ("the City Council") has been asked to consider and approve a First Amendment to Development Agreement ("First Amendment") with Evson, Inc., an Alabama corporation, and Daniel Realty Company, LLC, an Alabama limited liability company (hereinafter collectively referred to as the "Company"), which First Amendment is attached hereto as Exhibit A, made a part hereof, and incorporated herein by reference; and

WHEREAS, the First Amendment amends the Development Agreement ("Development Agreement") between the City and Company entered into on July 30, 2012, which Development Agreement is attached hereto as Exhibit B; and

WHEREAS, the City Council, on August 12, 2013, authorized and directed the City Clerk to publish Legal Notice of Action Proposed to be Taken by the City of Mountain Brook, Alabama with regard to an amendment to the Development Agreement, pursuant to and in conformity with Amendment 772 to the Constitution of Alabama (1901) (Article 94.01 of the Recompiled Constitution of Alabama); and

WHEREAS, such Notice, attached hereto as Exhibit C, was published in the Birmingham News, the newspaper having the largest circulation in the City of Mountain Brook, on August 18, 2013, which publication was at least seven days prior to the date of the meeting at which this Resolution is being considered; and

WHEREAS, such Notice further invited members of the public to attend the meeting and submit comments regarding the actions the City Council is considering with respect to the transactions and agreements described in the Notice; and

WHEREAS, the City Council, at its meeting on the present date, offered members of the public the opportunity to comment on the matters set forth in the Notice, and those comments have been considered by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA, as follows:

1. That the First Amendment to Development Agreement between City of Mountain Brook, Evson, Inc., and Daniel Realty Company, LLC, which is attached hereto and incorporated herein, shall be and is hereby approved.

2. That the Mayor of the City of Mountain Brook shall be and hereby is authorized to execute and enter into the First Amendment attached hereto and made a part

2013-122

hereof as Exhibit A, and deliver the First Amendment set forth in this Resolution to the other parties to the First Amendment or to their representatives.

3. That the Mayor shall further be authorized to make such corrections or revisions to the text or form of the First Amendment as necessary prior to such execution, provided that any such correction or revision shall not alter the material terms of the First Amendment.

4. That, after due consideration, the City Council finds and determines that the expenditure of public funds for the purposes and in the manner specified in the Development Agreement as amended by the First Amendment, and the execution of the First Amendment approved in this Resolution serve valid and sufficient public purposes, notwithstanding any individual benefit accruing to Evson, Inc., Daniel Realty Company, LLC, or any other private entity or entities.

5. That the public benefits to the City of Mountain Brook resulting from the First Amendment, the Development Agreement as amended thereby, and transactions herein approved include improvements to infrastructure, drainage, and public roadways; promotion of local, economic and commercial development and the stimulation of the local economy; revitalization of a significant portion of Mountain Brook Village; increasing employment opportunities in the City; increasing the City's tax base by attracting high quality tenants; promoting the location, expansion, and retention of commercial enterprises in Mountain Brook Village; preserving and improving the aesthetic quality of commercial development in Mountain Brook Village; expansion of and enhancement to the public street network used by its residents; installation of road improvements designed to improve traffic flow and increase safety; extension of sidewalks and pedestrian ways throughout the property and improved connections thereof; construction of stormwater improvements; development of usable green space; addition of public parking; and the generation of significant revenues for the City and for its public schools; all of which inure to the economic health and public benefit of the City.

ADOPTED AND APPROVED this the _____ day of August, 2013.

Virginia C. Smith, City Council President

Lawrence T. Oden, Mayor, City of Mountain Brook

ATTEST :

Steven Boone, City Clerk

EXHIBIT A

TO

RESOLUTION TO CONSIDER AND APPROVE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BETWEEN CITY OF MOUNTAIN BROOK
and EVSON, INC. and DANIEL REALTY COMPANY, LLC**

This First Amendment to Development Agreement ("First Amendment") is hereby made and entered into on this _____ day of August, 2013 amending the original Development Agreement dated July 30, 2012 ("Development Agreement") between the **CITY OF MOUNTAIN BROOK, ALABAMA** (hereinafter, the "City"), a municipal corporation organized and existing under the laws of the State of Alabama, whose notice address is 56 Church Street, Mountain Brook, AL 35213 and **EVSON, INC.** ("Evson"), an Alabama corporation, registered to do business in Alabama and **DANIEL REALTY COMPANY, LLC** ("Daniel"), an Alabama limited liability company, registered to do business in Alabama (hereinafter, collectively referred to as "COMPANY"), whose notice address is 3660 Grandview Parkway, Suite 100 Birmingham, AL 35243. All of the capitalized terms in the Development Agreement are incorporated herein by reference.

RECITALS

WHEREAS, the City and COMPANY entered into the Development Agreement on July 30, 2012; and

WHEREAS, due to changes in the Project, the COMPANY submitted amendments to the PUD to the City on June 14, 2013 and August 1, 2013 (collectively, the "PUD Amendments" and individually, a "PUD Amendment"); and

WHEREAS, due to changes in the Project, as more fully reflected in the PUD Amendments, the City and the COMPANY desire to amend the Development Agreement to more accurately reflect the agreement of the parties and further desire to memorialize the terms, conditions, and mutual obligations that comprise this First Amendment.

NOW, THEREFORE, for good and valuable consideration and the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The last two sentences of Section 2.1 are deleted in their entirety and the following is substituted in lieu thereof:

"More particularly, the Project shall be designed, constructed and developed in accordance with the plans, specifications, drawings, and undertakings contained in the PUD Application which was approved by the City Council in Ordinance Number 1871, the PUD Amendments which were approved by the City Council in Ordinance Numbers 1871 and _____ (collectively, the "Amended PUD Application") and the commitments and representations made by the COMPANY at the meeting of the City Council on August 26, 2013, as reflected in the City's minutes in conjunction therewith. The Amended PUD Application and related materials are incorporated herein by reference and are hereinafter collectively described and referred to herein as the "Project Plans."

2. Section 4.6 is amended by deleting the first four lines and substituting the following in lieu thereof:

"(a) Unless otherwise agreed in writing by the parties, the City shall pay to the COMPANY, from and after the commencement of any retail sales from business operating in either the Grocery Commercial Phase, the Retail Phase or the Inn Phase ("Sales Tax Payment Commencement Date"), an amount equal to ninety percent (90%) of any Net Municipal Sales Tax Revenue. . ."

3. Exhibit B is hereby amended by deleting item "G. Parking Structure" in its entirety.

4. The following is added as a new Section 4.11.

"4.11 Delayed Payment. Notwithstanding anything herein to the contrary, in the event the City exercises its remedies to cure a default by the COMPANY in the section in the Amended PUD Application labeled "Interim Construction Phase," the City will retain, for its own account and not pay to the COMPANY all Incentive Payments otherwise due and owing COMPANY in an amount equal to the reasonable costs and expenses incurred by the City to perform the Road and Demolition Work ("City's Expenses"). Once the City has retained the Incentive Payments for its own account equal to the City's Expenses, then the City will promptly commence the payment of all Incentive Payments to the COMPANY."

5. Except as expressly amended or changed in this Amendment, all other terms and provisions of the Development Agreement remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this First Amendment to be duly executed.

**CITY OF MOUNTAIN BROOK,
an Alabama Municipal Corporation**

By: _____

Its: _____

EVSON, INC., an Alabama corporation

By: _____

Its: _____

**DANIEL REALTY COMPANY, LLC,
an Alabama limited liability company
by Daniel Realty Corporation, its Manager**

By: _____

Its: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the City of Mountain Brook, a Municipal Corporation in the State of Alabama, 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 seal, this ____ day of _____, 2013.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Evson, Inc., an Alabama 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 corporation.

GIVEN under my hand and seal, this ____ day of _____, 2013.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Daniel Realty Corporation, a corporation, the Manager of Daniel Realty Company, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Daniel Realty Corporation, acting in its capacity as Manager of said limited liability company.

GIVEN under my hand and seal, this ____ day of _____, 2013.

Notary Public
My Commission Expires: _____

EXHIBIT B

TO

RESOLUTION TO CONSIDER AND APPROVE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
BETWEEN CITY OF MOUNTAIN BROOK
and EVSON, INC. and DANIEL REALTY COMPANY, LLC**

This Development Agreement ("Agreement") is hereby made and entered into on the 30th day of July, 2012 ("Effective Date"), between the **CITY OF MOUNTAIN BROOK, ALABAMA** (hereinafter, the "City"), a municipal corporation organized and existing under the laws of the State of Alabama, whose notice address is 56 Church Street, Mountain Brook, AL 35213 and **EVSON, INC.** ("Evson"), an Alabama corporation, registered to do business in Alabama and **DANIEL REALTY COMPANY, LLC** ("Daniel"), an Alabama limited liability company, registered to do business in Alabama (hereinafter, collectively referred to as "COMPANY"), whose notice address is 3660 Grandview Parkway, Suite 100 Birmingham, AL 35243.

EXHIBIT A

RECITALS

WHEREAS, the City desires to support and encourage economic development within the City in order to develop and maintain a strong local economy, increase employment opportunities, promote replacement of aging commercial structures, broaden the City's tax base and increase revenues in order to provide necessary services to the residents of the City, thus improving the quality of life for its residents; and

WHEREAS, Evson owns certain real property identified on Exhibit "A" (hereinafter referred to as the "Property") consisting of approximately 28 acres that is located within the corporate limits of the City; and

WHEREAS, the COMPANY intends to develop the Property for residential, retail and

commercial development in accordance with plans, specifications, and undertakings approved by the City under applicable city ordinances and regulations, as more fully set forth in 2.1 below (said development being hereinafter referred to as "the Project"); and

WHEREAS, the Project, when completed, is expected to generate annual taxable sales in excess of approximately \$65,000,000 and the creation of new jobs within the City; and

WHEREAS, to complete the Project, the COMPANY is scheduled to construct and install significant and needed public infrastructure improvements, including expansion and enhancement of the public street network in Mountain Brook Village, road improvements designed to improve traffic flow and eliminate safety hazards, extension of the pedestrian ways throughout the Property and to its north, construction of stormwater improvements to complement the City's stormwater mitigation project, development of usable green space, and increasing the parking inventory in Mountain Brook Village to support the Project; and

WHEREAS, the COMPANY is scheduled to complete such infrastructure improvements in connection with its development and completion of the Project, all in accordance with plans and specifications approved by the City under applicable City ordinances and regulations and pursuant to the terms of this Agreement; and

WHEREAS, the COMPANY intends to invest or cause to be invested approximately One Hundred Twenty Million Dollars (\$120,000,000.00) in the development and completion of the Project, which will include the development and completion of major infrastructure improvements, as more particularly described in the Project Plans and on the list set forth on Exhibit "B" to this Agreement; and

WHEREAS, Amendment No. 772 of the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), authorizes the City to enter into agreements for the purpose of promoting economic development within the City; and

WHEREAS, the City finds and determines that the Project and the infrastructure improvements which will be constructed in connection therewith, are of significant value to the City and that their completion is in the best interest of the City and the public and will promote the economic development of the City; and

WHEREAS, the City further finds and determines that completion of the Project will be of significant economic benefit to the City and its Board of Education through the generation of new and additional school taxes, sales taxes, lodging taxes, business license fees, permit fees and ad valorem property taxes; and

WHEREAS, following careful consideration and review, the City has determined that completion of the Project in accordance with said plans, specifications, and undertakings and with the terms of this Agreement are in the best interest of the City, as the Project will result in, among other things, an expansion and enhancement of the City's economic and tax base, an increase in employment opportunities, a redevelopment of outdated commercial property within the City which will attract new businesses to the City, and replacement of outdated residential units with new housing units; and

WHEREAS, the City has determined that entering into this Agreement will result in significant benefits to the public, and that the provisions hereof serve a valid and sufficient public purpose; and

WHEREAS, the City and the COMPANY desire to memorialize the terms, conditions, and mutual obligations that comprise this Agreement.

NOW, THEREFORE, for good and valuable consideration and the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 "Approved Assignee" shall have the meaning set forth in 6.8 below.
- 1.2 "Approved Assignment" shall have the meaning set forth in 6.8 below.
- 1.3 "Baseline Property Tax Revenue" means the taxes assessed and collected by the City from Municipal Property Taxes as of October 1, 2011 and described on Exhibit "D" attached hereto and made a part hereof, which tax revenue as of October 1, 2011 is warranted by the City as the true and correct tax revenue received by the City as reflected on their books and records.
- 1.4 "Baseline Sales Tax Revenue" means the sales tax revenue collected by the City from all sales activities on the Property for the 12-month period ending on December 31, 2011 and described on Exhibit "D" attached hereto and made a part hereof, which tax revenue as of December 31, 2011 is warranted by the City as the true and correct tax revenue received by the City as reflected on their books and records.
- 1.5 "City" shall refer to the City of Mountain Brook, Alabama.
- 1.6 "Culver Road Improvements" shall have the meaning set forth in 3.2(b) below.

EXHIBIT A

- 1.7 "Dedicated Public Infrastructure" shall mean all roads, grading, utilities, drainage, culverts, sidewalks, and other improvements necessary to provide infrastructure to support the Project which will be dedicated and/or transferred or conveyed to the City and which are more particularly set forth on Exhibit "C" and "C1" attached hereto and made a part hereof.
- 1.8 "Draw Period" means within fifteen (15) days after March 31st, June 30th, September 30th and December 31st, as described in 3.2.
- 1.9 "Fiscal Year" shall have the meaning in 4.6(b).
- 1.10 "Grocery/Commercial Phase" shall have the meaning set forth in the PUD Application.
- 1.11 "Incentive Payments" shall have the meaning set forth in 4.1 below.
- 1.12 "Inn Phase" shall have the meaning set forth in the PUD Application.
- 1.13 "Jemison Lane Improvements" shall have the meaning set forth in 3.2(c) below.
- 1.14 "Lane Parke Infrastructure Improvements" shall mean all roads, grading, utilities, drainage, culverts, sidewalks, parks, greenways and other improvements necessary to provide infrastructure to support the Project, which are more particularly set forth on Exhibit "B" attached hereto and made a part hereof.
- 1.15 "Lane Park Road Improvements" shall have the meaning set forth in 3.2(a) below.
- 1.16 "Lender" shall have the meaning set forth in 6.9 below.
- 1.17 "Lodging Tax Incentive Payment" shall have the meaning set forth in 4.7 below.
- 1.18 "Monthly Baseline Sales Tax Revenue" means an amount equal to 1/12th of the Baseline Sales Tax Revenue, as shown on Exhibit "D".

- 1.19 "Monthly Sales Tax Revenue" means an amount equal to the sales tax revenue collected by the City from all sales activity on the Property in any month following the Project Opening.
- 1.20 "Municipal Property Taxes" shall mean the general fund municipal ad valorem tax for the City of Mountain Brook which is currently 26.1 mills.
- 1.21 "Net Municipal Sales Tax Revenue" means that amount of sales tax revenue collected by the City and generated by retail sales from any activity on the Property in excess of the Baseline Sales Tax Revenue.
- 1.22 "Net Property Ad Valorem Tax Revenue" shall have the meaning set forth in 4.8 below.
- 1.23 "Net Tax Revenue" shall have the meaning set forth in 4.2 below.
- 1.24 "Permitted Assignee" shall have the meaning set forth in 6.8 below.
- 1.25 "Permitted Assignment" shall have the meaning set forth in 6.8 below.
- 1.26 "Phase" shall have the meaning set forth in the PUD Application.
- 1.27 "Project" shall have the meaning set forth in the Recitals.
- 1.28 "Project Opening" means the opening for business of any Phase of the Project, other than the Residential Phase.
- 1.29 "Project Plans" shall have the meaning set forth in 2.1 below.
- 1.30 "Property Tax Incentive Payment" shall have the meaning set forth in 4.8 below.
- 1.31 "Property Tax Incentive Payment Date" shall have the meaning set forth in 4.8 below.
- 1.32 "Public Road Payment Protocol" shall have the meaning set forth in 3.2(a) below.

- 1.33 "PUD Application" shall have the meaning set forth in 2.1 below.
- 1.34 "Residential Phase" shall have the meaning set forth in the PUD Application.
- 1.35 "Retail Phase" shall have the meaning set forth in the PUD Application.
- 1.36 "Retainage" shall have the meaning set forth in 3.2(a) below.
- 1.37 "Roadway Improvements" shall have the meaning set forth in 3.1 below.
- 1.38 "Road Improvement Payment Commencement Date" shall have the meaning set forth in 3.1 below.
- 1.39 "Roadway Improvement Costs" shall have the meaning set forth in 3.1 below.
- 1.40 "Sales Tax Incentive Payment" shall have the meaning set forth in 4.6(a).
- 1.41 "Sales Tax Payment Commencement Date" shall have the meaning set forth in 4.6(a).

ARTICLE II

DESIGN AND CONSTRUCTION OF LANE PARKE

2.1 Design and Construction Relating to the Project. Subject to the provisions hereinafter set forth, the COMPANY shall, at its cost, be responsible for undertaking and completing architectural, engineering, and other design work (including preparation of detailed plans, specifications, and drawings related to the Project, the Lane Parke Infrastructure Improvements, landscaping, and associated improvements), as well as construction of the Project, its Lane Parke Infrastructure Improvements, and off-site improvements necessitated by the Project, including but not limited to construction of public roads, stormwater infrastructure, installation of sidewalks, curb and gutter, landscaping, parks, parking, and other improvements shown in or on the Project Plans (as defined below). In connection therewith, the COMPANY

shall secure any and all required governmental or regulatory approval and permits required for the Project and related improvements, including any such separate approvals that may be required by the City, and nothing herein shall be construed as a waiver of such requirements. More particularly, the Project shall be designed, constructed, and developed in accordance with the plans, specifications, drawings, and undertakings contained in that certain application for a PUD filed with the City on April 20, 2012 ("PUD Application") and approved by City Council Ordinance Number 1871. The approved PUD Application and related materials are incorporated herein by reference and are hereinafter collectively described and referred to herein as the "Project Plans."

2.2 Construction and Conveyance of Storm Water Drainage Infrastructure. As a part of and in conjunction with the construction of the Project, the COMPANY shall, at its cost, design, construct, and install a stormwater drainage system in accordance with the Project Plans. The drainage system shall be designed, constructed, and installed so that it may be integrated into the public drainage system of the City. Upon completion of the stormwater drainage system, the COMPANY agrees to transfer or convey to the City by deed or other appropriate means all right, title, and interest in and to portions of the drainage system, including the easement or right-of-way containing said system and improvements or infrastructure that are a part thereof that are part of the Dedicated Public Infrastructure and outlined on Exhibit "C" and "C1".

2.3 Roadway Improvements.

(a) Pursuant to the terms and provisions contained in the Project Plan and as part of and in conjunction with the construction of the Project, the COMPANY will construct Public and Private Roads, as identified in the Project Plans.

(b) It is understood and agreed all the roads identified as Public Roads in the duly approved Project Plans and any easements or rights-of-way associated therewith are to be constructed as public roads in accordance with City standards and transferred or dedicated to the City upon final completion thereof. The COMPANY and the City acknowledge that the secondary roads and other access corridors serving parts of the Project are proposed to be private roads, and are so identified in the Project Plans.

2.4 Dedicated Public Infrastructure. After the construction of the Dedicated Public Infrastructure is completed in accordance with ordinances, laws, rules, and regulations of the City, as well as, to the extent applicable, other applicable jurisdictions, the COMPANY agrees to transfer or convey to the City, by deed, easement or such other appropriate means, all of its right, title and interest in and to the Dedicated Public Infrastructure within a reasonable time after request by the City. From and after the date of the conveyance to the City of the Dedicated Public Infrastructure, the City agrees to accept such dedication and conveyance and to assume responsibility and control for the maintenance, repair and proper functioning of the Dedicated Public Infrastructure but may defer such acceptance and assumption until after the completion of the Grocery/Commercial Phase and the Retail Phase. The City may request the conveyance of the Dedicated Public Infrastructure in one or more conveyances.

ARTICLE III

PAYMENT OF ROADWAY IMPROVEMENT COSTS

3.1 Roadway Improvement Costs. The City agrees to pay to the COMPANY Four Million Dollars (\$4,000,000.00) ("Roadway Improvement Costs") as the Purchase Price for improvements to or construction of Lane Park Road, Culver Road and Jemison Lane ("Roadway Improvements"). The Roadway Improvements are described in the Project Plans. The Roadway

Improvement Costs will be paid for each of the three separate roadway projects in the amounts designated in 3.2(a), (b) and (c). The Roadway Improvement Costs include, among other items, payment for all site demolition costs, certain Lane Parke Infrastructure Improvements and Dedicated Public Infrastructure which are part of the Roadway Improvements but the payments do not include work related to the installation of utilities. The Roadway Improvement Costs will be paid in the manner and on the terms and provisions below when at least twenty-five per cent (25%) of the shell building construction and related site work for either the Grocery/Commercial Phase or the Retail Phase is completed, as submitted by the COMPANY, verified by the COMPANY's architect or engineer of record, and confirmed by the City ("Road Improvement Payment Commencement Date").

3.2 Roadway Improvements.

(a) **Lane Park Road Improvements.** The City will pay the COMPANY the sum of One Million Dollars (\$1,000,000.00) for the completion of Roadway Improvements to Lane Park Road ("Lane Park Road Improvements"), as more fully set forth in the Project Plans. The City will pay COMPANY for the Lane Park Road Improvements at each Draw Period an amount equal to the percentage of work that has been properly completed, as certified in the manner below, multiplied by One Million Dollars (\$1,000,000.00) less the Retainage (as defined below). The COMPANY will notify the City when construction commences. Once construction commences, and following the Road Improvement Payment Commencement Date, the City will pay the COMPANY at each Draw Period following delivery by the COMPANY to the City of a written certification from the COMPANY and the general contractor performing the Lane Park Road Improvements certifying both that the work has been performed in accordance with the Project Plans and the percentage of the work that has been properly completed. From each progress

payment, the City will be entitled to retain five percent (5%) to serve as a retainage ("Retainage"). The Retainage will be paid to the COMPANY, along with the balance of the One Million Dollars (\$1,000,000.00) that is outstanding at the time of the final payment for the completion of the Lane Park Road Improvements ("Public Road Payment Protocol").

(b) **Culver Road Improvements.** The City will pay the COMPANY the sum of Five Hundred Thousand Dollars (\$500,000.00) for completion of Roadway Improvements to Culver Road ("Culver Road Improvements"), as more fully set forth in the Project Plans. The City will pay the COMPANY for the Culver Road Improvements at each Draw Period an amount equal to the percentage of work that has been properly completed, as certified in the manner above, multiplied by Five Hundred Thousand Dollars (\$500,000.00) less the Retainage. The COMPANY will notify the City when construction commences. Once construction commences, and following the Road Improvement Payment Commencement Date, the City will pay the COMPANY for the Culver Road Improvements in accordance with, and in the same manner as they pay the COMPANY for the Lane Park Road Improvements utilizing the Public Road Payment Protocol for the Culver Road Improvements.

(c) **Jemison Lane Improvements.** The City will pay the COMPANY the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the construction and full completion of Jemison Lane, as more fully set forth in the Project Plans ("Jemison Lane Improvements"). City will pay the COMPANY for the Jemison Lane Improvements at each Draw Period an amount equal to the percentage of work that has been properly completed, as certified in the manner above, multiplied by Two Million Five Hundred Thousand Dollars (\$2,500,000.00) less the Retainage. The COMPANY will notify the City when construction commences. Once construction commences, and following the Road Improvement Payment Commencement Date, the City will

pay the COMPANY for the Jemison Lane Improvements in accordance with, and in the same manner as they pay the COMPANY for the Lane Park Road Improvements utilizing the Public Road Payment Protocol for the Jemison Lane Improvements.

3.3 Inspection of Records. Upon request from the City, the City shall be provided, to the extent expressly under the control and direction of the COMPANY, reasonable access to appropriate and necessary records of the COMPANY, its designee, or other persons, firms, or entities directly related to the Public Road Project.

3.4 Roadway Improvements. The City agrees that the Roadway Improvements described in 3.2(a), (b), and (c) above contain a portion of the Lane Parke Infrastructure Improvements and the Dedicated Public Infrastructure, and that the fair and reasonable value of the above referenced Roadway Improvements is in excess of Four Million Dollars (\$4,000,000.00). The purchase price for the completion of each designated component of the Roadway Improvements shall be payable in accordance with and subject to the terms, conditions, and limitations set forth in subparagraphs 3.2(a) through (c) above. All conveyances of the Roadway Improvements to the City shall be by appropriate deed, easement, or such other instrument as may be reasonably required by the City.

3.5 Maintenance and Repair. The City will be obligated to repair and/or maintain the Public Roads (as defined in the Project Plans) located within the City of Mountain Brook which have been dedicated to and accepted by the City and which include the Roadway Improvements, as well as the Dedicated Public Infrastructure, to the extent located in the City. The COMPANY assumes the responsibility to repair and/or maintain the landscaping along the roadways within the Project, whether public or private, to repair and maintain Private Roadways, as defined in the Project Plans, or any other roadways which are not dedicated to and accepted by the City.

ARTICLE IV

ADDITIONAL INCENTIVES

4.1 Terms and Conditions. In addition to the payment for the Roadway Improvements provided for in Article III of this Agreement and as further inducement to the COMPANY for completion of the Lane Parke Infrastructure Improvements, the City shall pay the COMPANY an amount not to exceed the amount of Ten Million Dollars (\$10,000,000.00) in consideration for and as an inducement for the COMPANY's agreement to undertake the Lane Parke Infrastructure Improvements and the redevelopment of the Property in accordance with the Project Plans and with the conditions set forth herein (the "Incentive Payments").

4.2 Calculation of the Incentive Payments. The amount of the Incentive Payments to be paid to the COMPANY by the City shall be calculated based upon Net Tax Revenue generated from the Project, if any. For the purposes of this Agreement, "Net Tax Revenue" includes revenue collections by the City from: (i) municipal sales taxes arising from or generated by sales activities within the Project, (ii) lodging taxes generated within the Project, and (iii) municipal property taxes generated from the Property, less the baseline amounts of those respective taxes currently collected by the City, defined in 4.6 and 4.8 below and reflected on Exhibit "D". The amount of the Incentive Payments will be calculated in the manner and on the terms set forth herein.

4.3 Permit Fees. The City will receive and retain all permit fees generated from the construction of the Project and all such revenue and fees will be excluded from the calculation of Net Tax Revenue.

4.4 Construction Sales Tax Fees. The City will receive and retain all sales tax generated from the construction of the Project and all such revenue will be excluded from the calculation of Net Tax Revenue.

4.5 School Taxes. The levied educational ad valorem tax and any municipal ad valorem taxes which are expressly dedicated to the Mountain Brook City Schools or to providing public educational services ("School Taxes") will not be utilized in the calculation of the Municipal Property Taxes and Net Property Ad Valorem Tax Revenue. The Mountain Brook City Board of Education shall receive and retain one-hundred percent (100%) of the School Taxes generated by the Project.

4.6 Sales Tax Revenue.

(a) Unless otherwise agreed in writing by the parties, the City shall pay to the COMPANY, from and after the commencement of any retail sales from businesses operating in either the Grocery/Commercial Phase or the Retail Phase ("Sales Tax Payment Commencement Date"), an amount equal to ninety percent (90%) of any Net Municipal Sales Tax Revenue collected by the City until the COMPANY receives One Million and no/100 Dollars (1,000,000.00) in any Fiscal Year (as defined below) and an amount equal to seventy-five per cent (75%) of any Net Municipal Sales Tax Revenue collected by the City from and after the point the COMPANY has received One Million Dollars (\$1,000,000.00) in any Fiscal Year ("Sales Tax Incentive Payment"). The Sales Tax Incentive Payment will be paid in the manner outlined in (b) below.

(b) The Sales Tax Incentive Payment will be paid by the City on a monthly basis, with the first payment to occur by the 15th of the month after the first full month following the

Sales Tax Payment Commencement Date, with each subsequent payment to occur on the 15th of each month thereafter. The Sales Tax Incentive Payment will be calculated by subtracting the Monthly Baseline Sales Tax Revenue from the Monthly Sales Tax Revenue and multiplying that sum (i) by ninety percent (90%) until the COMPANY receives up to One Million and no/100 Dollars (\$1,000,000.00) of Sales Tax Incentive Payments in any Fiscal Year and (ii) multiplying that sum by seventy-five per cent (75%) from and after the receipt by the COMPANY of One Million and no/100 Dollars (\$1,000,000.00) of Sales Tax Incentive Payments. Within 30 days after the end of the first 12 full months of payment of the Sales Tax Incentive Payment, and for each 12 months thereafter ("Fiscal Year"), the City and the COMPANY will calculate the exact amount of Net Municipal Sales Tax Revenues collected by the City for said Fiscal Year and, within 15 days thereafter, City will pay the COMPANY any shortfall in the payment of the Sales Tax Incentive Payment for such Fiscal Year, or conversely, the COMPANY will remit any excess payments it may have received during the Fiscal Year to the City.

4.7 Lodging Tax Revenue. Unless otherwise agreed in writing by the parties, the City shall remit to the COMPANY by the 15th of each month after the substantial completion of all improvements within the Inn Phase in an amount equal to ninety percent (90%) of any municipal lodging tax revenue generated from lodging activity on the Property and collected by the City during the preceding month ("Lodging Tax Incentive Payment").

4.8 City Property Tax Revenue. Unless otherwise agreed in writing by the parties, the City shall pay to the COMPANY an amount equal to the Net Property Ad Valorem Tax Revenue for all Property in the Project (the "Property Tax Incentive Payment"). For purposes of this Agreement, "Net Property Ad Valorem Tax Revenue" means the amount by which the Municipal Property Taxes received by the City exceed the Baseline Property Tax Revenue.

Beginning with the tax year commencing on October 1, 2013, the COMPANY will earn and the City will accrue and escrow, if earned by the COMPANY, the Property Tax Incentive Payment after receipt of a certificate of occupancy for the Residential Phase but the City is not obligated to commence payment of the Property Tax Incentive Payment until the Sales Tax Payment Commencement Date. Within ten (10) days after the City receives notice from the COMPANY of the Sales Tax Payment Commencement Date, any and all escrowed funds will be paid to the COMPANY and thereafter the Property Tax Incentive Payment will be paid to the COMPANY on or before February 1 of each year ("Property Tax Incentive Payment Date"). In the event that the Sales Tax Payment Commencement Date does not occur by December 31, 2019, any sums placed in escrow pursuant to this subsection shall be released to the City for its use, and the COMPANY shall have no further right nor claim to those funds being held in escrow but this Agreement remains in force and effect on the terms herein.

4.9 No Finance Charge or Interest. Except as otherwise set forth herein, no interest, carrying charge, or finance charge of any kind shall accrue or be added to the principal amount due the COMPANY by the City under the terms of this Agreement.

4.10 Suitable Fill Material. As further inducement and to assist the City in the fulfillment of its obligations associated with the Agreement for Services Agreement ("Zoo Agreement") with the Birmingham Zoo, Inc., the City hereby grants the COMPANY the right, but not the obligation, to remove all or any part of the Materials (as defined in the Zoo Agreement") that is suitable as structural fill for the Project as determined by the COMPANY. On or before September 1, 2016, the COMPANY will notify the City, in writing, when the COMPANY no longer intends to remove any of the Materials. Except for the right to remove all or any part of the Materials granted herein to the COMPANY, the City and the COMPANY recognize that the

COMPANY is not a party to the Zoo Agreement. The COMPANY shall further be responsible for all activities related to removal and transportation of the Materials, including any damage to person or property resulting from those activities. The COMPANY shall further agree to execute an access agreement or other like instrument as may be requested by the Zoo as a condition of such removal activities.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the City. The City makes the following representations and warranties as the basis for its undertaking pursuant to this Agreement.

(a) The execution and delivery of this Agreement on its part has been authorized by a resolution duly adopted by its City Council and by all other necessary actions, including those in accordance with Amendment 772 of the Constitution of the State of Alabama.

(b) The City has the power and authority to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder.

5.2 Representations and Warranties of the COMPANY. The COMPANY makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(a) Each entity comprising the COMPANY is organized, existing and in good standing under the laws of the State of Alabama and registered to conduct business in Alabama, has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(b) The execution and delivery of this Agreement on the part of the COMPANY's

EXHIBIT A

proper agent, officer, manager or general partner has been duly authorized.

ARTICLE VI

GENERAL PROVISIONS

6.1 Duration. Absent an early termination of this Agreement for reasons set forth herein, the covenants and obligations in this Agreement shall commence on the Effective Date and terminate on the earlier of (i) 20 years from the Project Opening, (ii) 25 years from the Effective Date or (iii) payment in full of all amounts pursuant to Articles III and IV of this Agreement whichever shall come first.

6.2 Fees and Expenses. Each party shall pay its own expenses in connection with negotiation, execution, and closing of this Agreement or any agreement or instrument contemplated herein. In connection with the conveyance of land hereunder or rights-of-way and other Dedicated Public Infrastructure, the COMPANY, at its sole expense, shall, if reasonably required, obtain a title insurance policy or binder and prepare a survey of the property to be conveyed. Except as expressly provided herein, any necessary deed or other instruments related to such public roads and rights-of-way shall be prepared by the COMPANY.

6.3 Severability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement, provided each party receives substantial fulfillment of its benefits hereunder.

6.4 Governing Law. This Agreement shall be governed by the laws of the State of Alabama. Nothing in this Agreement shall be deemed or construed to relieve or exempt the COMPANY or its assigns from full compliance with any applicable ordinance or regulation adopted by the City, although the City agrees not to enact any ordinance or regulation which

limits or restricts the rights and obligations of each party under this Agreement.

6.5 Entire Agreement. This Agreement and the Exhibits that are attached hereto or incorporated herein by reference constitute the entire Agreement among the parties hereto pertaining to the subject matter hereof, supersede any and all prior or contemporaneous agreements or undertakings of the parties relating to the subject matter hereof, and may not be modified or amended except by a writing duly executed by the party against whom the modification or amendment is asserted.

6.6 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the City and the COMPANY and their respective successors and assigns.

6.7 Counterparts. This Agreement may be executed in counterparts, each which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

6.8 Assignment. This Agreement, and all of the provisions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, This Agreement may be assigned by the COMPANY, without the consent of the City, if (i) it is in compliance with the terms of this Agreement at the time of the assignment and (ii) the assignment is executed either between the entities which comprise the COMPANY or any of its affiliates or subsidiaries, or to an entity which is owned in whole or in part by either or both Evson and/or Daniel, or to any third party who owns, along with Evson and/or Daniel or their affiliates, an equity interest in all or any portion of the Project, or once all the Phases of the Project are completed to any third party ("Permitted Assignment"). Except for a Permitted Assignment, any other assignment by the COMPANY, or its successors or assigns, must be

approved by the City Council of the City, which approval will not be unreasonably withheld, delayed or conditioned ("Approved Assignment"). In the event of a Permitted or Approved Assignment, the COMPANY will remain obligated under the terms of this Agreement, unless released by the City. The City will make payments under this Agreement to the COMPANY at the notice address contained in this Agreement, unless it receives a written notice signed by the COMPANY, or thereafter by any entity approved via a Permitted Assignment or Approved Assignment (such entity is referred to as a "Permitted Assignee" or "Approved Assignee") at least ten (10) days in advance of any payment designating a new entity and/or address to which payments hereunder should be made.

6.9 Collateral Assignments. Consent of the City shall not be required for any collateral assignments of the COMPANY's rights under this Agreement to a lender ("Lender") who provides financing for the Project to the COMPANY or to a Permitted Assignee or Approved Assignee. Such Lender will be deemed a Permitted Assignee. The COMPANY will provide written notice to the City of the name, address, and contact information of any Lender and copies of the Collateral Assignment documents executed with said Lender which provides financing for the Project. In the event of a Collateral Assignment, the COMPANY shall not be released from its obligations under this Agreement.

6.10 Estoppel Certificates. From time to time, upon request by any party, the party asked shall provide to the party making the request, an acknowledgment or certificate with respect to matters concerning this Agreement or the status of performance of the obligations of the parties hereunder, as may be reasonably requested.

6.11 No Third-Party Beneficiaries. Except as authorized herein, this Agreement is intended only for the benefit of the signing parties hereto, and neither this Agreement, nor any of

the rights, interest or obligations hereunder, is intended for the benefit of any other person or third party.

6.12 Public Purpose. Pursuant to Amendment No. 772, the City does hereby ascertain, determine, declare and find that undertaking the grant of public funds, as described herein, is in the best interest of the City and will serve a public purpose and further enhance the public benefit and welfare by, among other things: promotion of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities in the City; increasing the City's tax base, which will result in additional tax revenues for the City; promoting the location, relocation, expansion and retention of commercial enterprises in the City; and, preserving and improving the aesthetic quality of commercial development, inuring to the economic health of the City. The City finds that the above-cited items will serve valid and sufficient public purpose notwithstanding any incidental benefit accruing to the COMPANY or any other private entity or entities.

6.13 Default. Upon the occurrence of an event of default by a party, which is not cured within thirty (30) days after written notice, the non-defaulting party may, in its discretion, take and pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided for in this Agreement:

- (a) seek and obtain injunctive relief; or
- (b) terminate this Agreement prior to Closing; provided that the event of default occurred, and notice of the event of default is given, prior to the Closing; or
- (c) exercise any and all other remedies available at law or in equity.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the date written above.

ATTEST:

By: Sam [Signature]
Its: City Manager

CITY OF MOUNTAIN BROOK,
an Alabama Municipal Corporation

By: [Signature]
Its: Mayor

ATTEST:

By: J. T. Evans
Its: Vice-President

EVSON, INC., an Alabama corporation

By: T. A. Evans
Its: President

ATTEST:

By: [Signature]
Its: CEO

DANIEL REALTY COMPANY, LLC,
an Alabama limited liability company
by Daniel Realty Corporation, its Manager

By: [Signature]
Its: Senior Vice President

EXHIBIT A

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lawrence T. Oden, whose name as Mayor of the City of Mountain Brook, a Municipal Corporation in the State of Alabama, 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 seal, this 30th day of July, 2012.

Steven A. Boone
Notary Public
My Commission Expires: 4/12/2013

EXHIBIT A

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that F.A. Evans, whose name as President of Evson, Inc., an Alabama 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 corporation.

GIVEN under my hand and seal, this 30th day of July, 2012.

Steven A. Boone
Notary Public
My Commission Expires: 4/12/2013

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that R. Scott Pulliam, whose name as Senior Vice President of Daniel Realty Corporation, a corporation, the Manager of Daniel Realty Company, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Daniel Realty Corporation, acting in its capacity as Manager of said limited liability company.

GIVEN under my hand and seal, this 30th day of July, 2012.

Steven L. Boone

Notary Public

My Commission Expires: 4/12/2013

EXHIBIT A

EXHIBIT A

A parcel of land being situated in the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West; also being the Point of Beginning; thence run Northerly along the West line of said Quarter - Quarter a distance of 665.12 feet; thence right $91^{\circ}-08'-04''$ a distance of 1325.11 feet; thence right $88^{\circ}-58'-55''$ a distance of 74.22 feet; thence right $37^{\circ}-49'-05''$ a distance of 736.41 feet; thence right $52^{\circ}-46'-30''$ a distance of 62.37 feet; thence right $00^{\circ}-14'-22''$ a distance of 179.92 feet; thence left $90^{\circ}-58'-32''$ a distance of 355.39 feet; thence right $88^{\circ}-43'-29''$ a distance of 24.53 feet; thence left $87^{\circ}-29'-35''$ a distance of 139.13 feet; thence right $89^{\circ}-27'-49''$ a distance of 14.61 feet; thence left $117^{\circ}-30'-00''$ a distance of 175.92 feet; thence right $84^{\circ}-32'-17''$ a distance of 46.85 feet; thence tangent to a curve to the left having a radius of 1243.26 feet and a central angle of $9^{\circ}-20'-05''$ along the curve an arc distance of 202.55 feet; thence right $62^{\circ}-49'-52''$ from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of $18^{\circ}-00'-50''$ and a radius of 66.12 feet an arc distance of 20.79 feet; thence left $2^{\circ}-03'-01''$ to the tangent of a curve to the left having a central angle of $34^{\circ}-34'-36''$ and a radius of 60.77 feet, an arc distance of 36.67 feet; thence continue from the tangent of said curve a distance of 45.64 feet; thence right $90^{\circ}-00'-00''$ a distance of 119.49 feet; thence right $33^{\circ}-25'-36''$ a distance of 245.11 feet; thence right $0^{\circ}-00'-42''$ a distance of 377.82 feet to the Point of Beginning. Said Parcel contains 27.59 acres more or less.

EXHIBIT A

EXHIBIT B

LANE PARKE INFRASTRUCTURE IMPROVEMENTS

- A. Lane Park Road Improvements**
 - a. Road Construction
 - b. Road Striping
 - c. Storm Sewer
 - d. Electrical Duct Bank Relocation
 - e. Curbing, Gutters & Street Parking
 - f. Sidewalks, Landscape, Hardscape & Street Lights
 - g. Permits & Fees
 - h. Engineering, Design & Testing
 - i. Contingency

- B. Culver Road Improvements**
 - a. Road Construction
 - b. Road Striping
 - c. Storm Sewer
 - d. Electrical Duct Bank and Street Lights
 - e. Curbing, Gutters and Street Parking
 - f. Sidewalks, Landscape & Hardscape
 - g. Permits & Fees
 - h. Engineering, Design & Testing
 - i. Contingency

- C. Jemison Lane**
 - a. Road Construction
 - b. Sanitary Sewer
 - c. Storm Sewer
 - d. Water Line Extension
 - e. Electrical Duct Bank and Street Lights
 - f. Curbing, Gutters and Street Parking
 - g. Sidewalks, Landscape & Hardscape
 - h. Permits & Fees
 - i. Engineering, Design & Testing
 - j. Contingency

- D. Main Street**
 - a. Road Construction
 - b. Sanitary Sewer
 - c. Storm Sewer
 - d. Water Line Extension
 - e. Electrical Duct Bank and Street Lights
 - f. Curbing, Gutters and Street Parking
 - g. Sidewalks, Landscape & Hardscape
 - h. Permits & Fees
 - i. Engineering, Design & Testing
 - j. Contingency

EXHIBIT A

E. Montevallo Road

- n. Electrical Duct Bank Relocation
- b. Curbing, Gutters and Street Parking
- c. Sidewalks, Landscape, Hardscape & Street Lights
- d. Road Striping
- e. Permits & Fees
- f. Engineering, Design & Testing
- g. Contingency

F. Park Lane Court (North & South)

- a. Road Construction
- b. Sanitary Sewer
- c. Storm Sewer
- d. Water Line Extension
- e. Electrical Duct Bank and Street Lights
- f. Curbing & Gutters
- g. Permits & Fees
- h. Engineering, Design & Testing
- i. Contingency

G. Parking Structure

- a. Deck Construction
- b. Elevator & Stairs
- c. Storm Sewer & Detention
- d. Sidewalks, Landscape, & Hardscape
- e. Permits & Fees
- f. Engineering, Design & Testing
- g. Contingency

H. Zoo Branch Culvert / Watkins Brook Flood Management

- a. Remove & Replace Box Culvert
- b. Permits & Fees
- c. Engineering, Design & Testing
- d. Contingency

I. Village Green

- a. Landscaping & Irrigation
- b. Hardscape & Lighting
- c. Permits & Fees

J. Woodland Park

- a. Landscaping & Irrigation
- b. Hardscape & Lighting
- c. Permits & Fees

EXHIBIT C

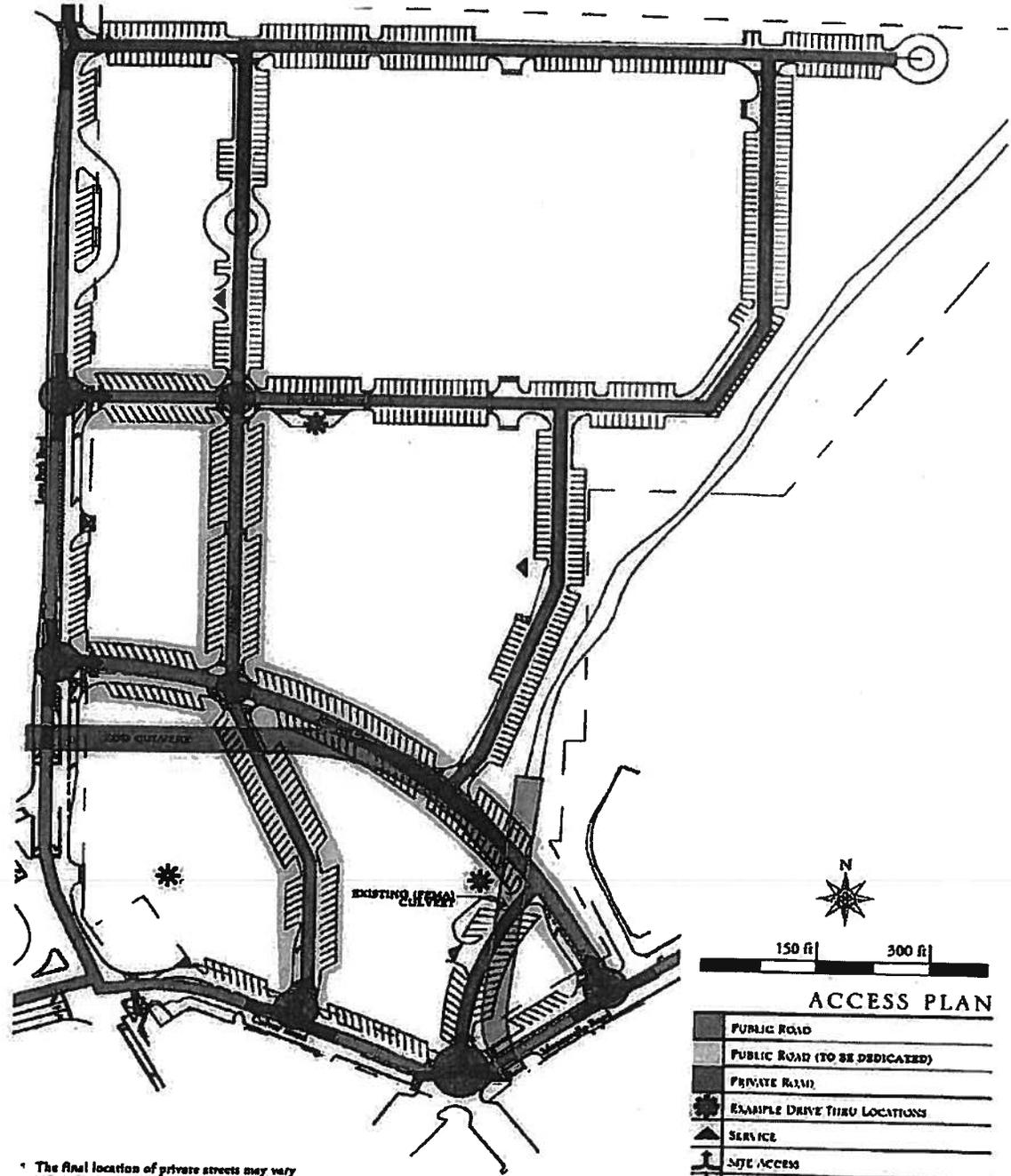


EXHIBIT A

* The final location of private streets may vary based upon the final location of the buildings.

ACCESS PLAN

	PUBLIC ROAD
	PUBLIC ROAD (TO BE DEDICATED)
	PRIVATE ROAD
	EXAMPLE DRIVE THRU LOCATIONS
	SERVICE
	SITE ACCESS
	GATEWAY



EXHIBIT C1

DEDICATED PUBLIC INFRASTRUCTURE

Jemison Lane, including all grading, utilities, drainage, culverts, sidewalks, and all other improvements in the right-of-way.

Main Street, including all grading, utilities, drainage, culverts, sidewalks, and all other improvements in the right-of-way.

Zoo Branch Stormwater Culvert, conveying off-site stormwater through the property.

Existing (FEMA) Stormwater Culvert, conveying off-site stormwater through the property.

EXHIBIT A

**Exhibit D
 Baseline Revenues¹**

Year	Baseline Property Tax Revenues	Baseline Sales Tax Revenues	Monthly Baseline Sales Tax Revenue	Baseline Lodging Tax Revenues
	Municipal Property Taxes			
2013	65,421	728,143	60,679	0
2014	65,421	728,143	60,679	0
2015	66,402	739,065	61,589	0
2016	67,398	750,151	62,513	0
2017	68,409	761,403	63,450	0
2018	69,435	772,824	64,402	0
2019	70,477	784,417	65,368	0
2020	71,534	796,183	66,349	0
2021	72,607	808,126	67,344	0
2022	73,696	820,248	68,354	0
2023	74,802	832,551	69,379	0
2024	75,924	845,040	70,420	0
2025	77,063	857,715	71,476	0
2026	78,219	870,581	72,548	0
2027	79,392	883,640	73,637	0
2028	80,583	896,894	74,741	0
2029	81,791	910,348	75,862	0
2030	83,018	924,003	77,000	0
2031	84,264	937,863	78,155	0
2032	85,528	951,931	79,328	0
2033	86,810	966,210	80,517	0
2034	88,113	980,703	81,725	0
2035	89,434	995,414	82,951	0
2036	90,776	1,010,345	84,195	0
2037	92,137	1,025,500	85,458	0

¹ These values are based on information provided by the City of Mountain Brook's finance director (Steve Boone), as defined in the agreement.

EXHIBIT C

TO

RESOLUTION TO CONSIDER AND APPROVE

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

**LEGAL NOTICE OF ACTION PROPOSED TO BE TAKEN BY
THE CITY OF MOUNTAIN BROOK, ALABAMA WITH REGARD
TO AN AMENDED DEVELOPMENT AGREEMENT**

Pursuant to Amendment No. 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), the City of Mountain Brook, Alabama (the "City") gives notice that its City Council, as the governing body of the City, will consider at a public meeting to be held on August 26, 2013, beginning at 7:00 p.m. at Mountain Brook City Hall, City Council meeting room, 56 Church Street, Mountain Brook, Alabama, approving a resolution that authorizes the execution and delivery of a First Amendment to Development Agreement between the City and Evson, Inc., an Alabama corporation ("Evson"), and Daniel Realty Company, LLC, an Alabama Limited Liability Company ("Daniel").

BACKGROUND

Evson owns approximately 28 acres of property ("Property") located in Mountain Brook Village in the City of Mountain Brook, Alabama along and north of Montevallo, Culver and Cahaba Roads and along and east of Lane Park Road. Evson and Daniel, proposed to redevelop that Property for residential, retail and commercial development as provided for in a zoning application (as amended) filed by Evson and Daniel and approved by the City in Ordinance Numbers 1871 and 1885. Construction of the residential component is currently under way. The redevelopment will result in replacement of outdated commercial space and residential units, provide for public infrastructure enhancements, will improve roads in the area, upgrade the City's stormwater system, provide for usable green space, increase the City's public parking inventory and generate significant sales, lodging and property taxes for the City and its schools. The City originally considered and approved a Development Agreement with Evson and Daniel ("Development Agreement") on July 30, 2012, as set forth in Resolution No. 2012-116. Additional amendments to the Project Plans are proposed for consideration by the City on August 26, 2013, and those proposed amendments have made necessary the consideration of an amendment to the Development Agreement.

**SUMMARY OF TERMS OF THE
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

In consideration and as an inducement for the redevelopment of the Property, the City is considering the execution of a First Amendment to Development Agreement with Evson and Daniel ("First Amendment") which incorporates the original terms of the Development Agreement and contains modifications to the Development Agreement, described as follows:

1. Section 2.1 of the Development Agreement requires that the Project be designed, constructed, and developed in accordance with the Project Plans. That Section has been updated to include and incorporate amendments to the PUD Plan as part of the Project Plans.

2. Section 4.6 has been updated to clarify that Retail Sales from businesses operating in the Inn Phase will be included in the calculation of revenues from which the Sales Tax Incentive Payment to Evson and Daniel is made.

3. Reference to the "Parking Structure" in Exhibit B has been removed.

4. A new Section 4.11 is being added. That Section provides for recovery from Incentive Payments of expenses incurred by the City in the event the City undertakes certain demolition activities with respect to the Interim Phase.

All other terms and provisions of the original Development Agreement approved on July 30, 2012 are reaffirmed by the First Amendment and shall remain in full force and effect.

Copies of a map of the Property, the First Amendment, the original Development Agreement, and the PUD Amendments referred to herein are available for copying and inspection in the office of the City Manager at Mountain Brook City Hall.

While Daniel and Evson would receive certain benefits under the Development Agreement and the First Amendment, the City Council expects to determine at its public meeting that the expenditure of public funds in connection with the Development Agreement (as amended by the First Amendment) will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Daniel and Evson or any other private business. The public benefits sought and expected to be achieved by the approval of the Development Agreement (as amended by the First Amendment) include: improvements to infrastructure, drainage and public roadways; promotion of local economic and commercial development and the stimulation of the local economy; increase of employment opportunities in the City; increase of the City's tax base, which will result in significant additional tax revenues for the City; a significant increase in tax revenues for the schools operating in the City; promotion of the location, relocation, expansion and retention of commercial enterprises in the City; preservation of and improvement to the aesthetic quality of commercial development; and the replacement of aging residential structures, all of which inure to the economic health of the City.

INVITATION TO ATTEND AND COMMENT

All members of the public are invited to attend the meeting described above or to submit written opinions or comments regarding the proposed action to the City Council prior to the meeting.

August 15, 2013
Birmingham News

To be published on Sunday, August 18, 2013

s/ Steve Boone, City Clerk
City of Mountain Brook, Alabama

SKIPPER Consulting, Inc.

3644 Vann Road, Suite 100
Birmingham, Alabama 35235
Phone (205) 655-8855 Fax (205) 655-8825

July 25, 2013
CORRECTED August 9, 2013

John L. Knutsson
Vice President
Daniel Corporation
3660 Grandview Parkway
Suite 100
Birmingham, Alabama 35243

RE: Lane Parke

Dear John:

The purpose of this letter is to provide an analysis of the potential changes to the results of our most recent traffic study for the Lane Park development (dated June 11, 2013) based on proposed changes to the development plan. A comparison of the development plan included in the report and the proposed development follows:

<i>Land Use</i>	<i>Development Plan in Report</i>	<i>Proposed Development Plan</i>
Retail	49,715 sq.ft.	47,415 sq.ft.
Pharmacy	11,157 sq.ft.	--
Restaurant (Fast/Casual)	6,000 sq.ft.	3,400 sq.ft.
Restaurant (Quality)	16,500 sq.ft.	12,500 sq.ft.
Grocery	28,300 sq.ft.	28,300 sq.ft.
Hotel	100 rooms	100 rooms
Bank	4,340 sq.ft.	12,340 sq.ft.
Apartments	276 units	276 units

A comparison of the total external trip generation of the two proposed land use plans is shown in the following table.

**Table
Trip Generation Comparison**

<i>Land Use</i>	<i>External Trip Generation</i>								
	<i>Weekday</i>			<i>AM Peak Hour</i>			<i>PM Peak Hour</i>		
	<i>In</i>	<i>Out</i>	<i>Total</i>	<i>In</i>	<i>Out</i>	<i>Total</i>	<i>In</i>	<i>Out</i>	<i>Total</i>
Current Report	4669	4669	9338	168	177	345	504	433	938
Proposed Changes	4452	4452	8904	182	187	368	506	445	951

As shown in the preceding table, the proposed land use generates approximately 5% less traffic than the land use included the latest traffic impact study on a daily basis.

During the a.m. peak hour, the proposed land will generate approximately 7% more traffic than the land use included in the current traffic impact study; however, there are no roadway capacity issues during the a.m. peak hour, and therefore it is anticipated that the change in land use would not cause the need for additional roadway improvements to accommodate the a.m. peak hour of traffic flow.

During the p.m. peak hour, the proposed land use would generate approximately 1% more traffic than the land use included in the traffic impact study. This is negligible and will not cause any change in the analysis results.

Based on the information presented in this letter, it is the opinion of Skipper Consulting that the proposed changes in land use for Lane Parke would not change the results of the traffic impact study.

Sincerely,


Richard L. Caudle, P.E.

SUBMITTAL DATE: APRIL 20, 2012
AMENDMENT SUBMITTAL DATE: JUNE 14, 2013
AMENDMENT SUBMITTAL DATE: AUGUST 1, 2013



Lane Parke

MOUNTAIN BROOK, ALABAMA

MINDFUL OF THE PAST, LOOKING TO THE FUTURE

EVSON, INC.

DANIEL CORPORATION

GOODWYN, MILLS AND CAWOOD, INC.

HISTORICAL CONCEPTS

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Lane Parke

MOUNTAIN BROOK, ALABAMA

TABLE OF CONTENTS

1.	PUD Rezoning Application	1
2.	Defined Terms & Site Legend	2
3.	Statement of Development Objectives	5
4.	Master Development Plan.....	6
5.	Permitted Land Use Map	9
6.	Permitted Land Uses	10
7.	Permitted Density	12
8.	Base Zoning District Standards	13
9.	Design Standards & Pattern Book.....	15
10.	Landscaping, Parks and Open Spaces Plan	85
11.	Lighting and Screening Plan	93
12.	Signage Plan.....	94
13.	Parking, Access and Traffic Plan	96
14.	Utilities and Storm Drainage Plan.....	99
15.	Development Schedule and Construction Phasing.....	101
16.	Plan of Subdivision, Ownership, Maintenance and Restrictive Covenants.....	102
17.	Size, Address and Tax Parcel Identification Numbers.....	105
18.	Survey with Elevations & Aerial Photograph.....	106
19.	Vicinity Map with Current Zoning.....	109
20.	Legal Descriptions.....	110
21.	Title Letter	111
22.	Names & Addresses of Adjoining Property Owners.....	112
23.	Appendices.....	113
	A. Appendix A: Parking Study.....	113
	B. Appendix B: Traffic Study	114
	C. Appendix C: Three-Dimensional Conceptual Renderings	116
	D. Appendix D: Enlarged Illustrative Master Plan	121
	E. Appendix E: Dimensioned Illustrative Master Plan	123

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LANE PARKE
MOUNTAIN BROOK VILLAGE

Evson, Inc. and Daniel Corporation are submitting a requested modification to the Planned Unit Development zoning for Lane Parke. The modification involves a revised Illustrative Master Plan, modifications to the phasing of the project, and associated modifications to the parking and traffic recommendations for Lane Parke.



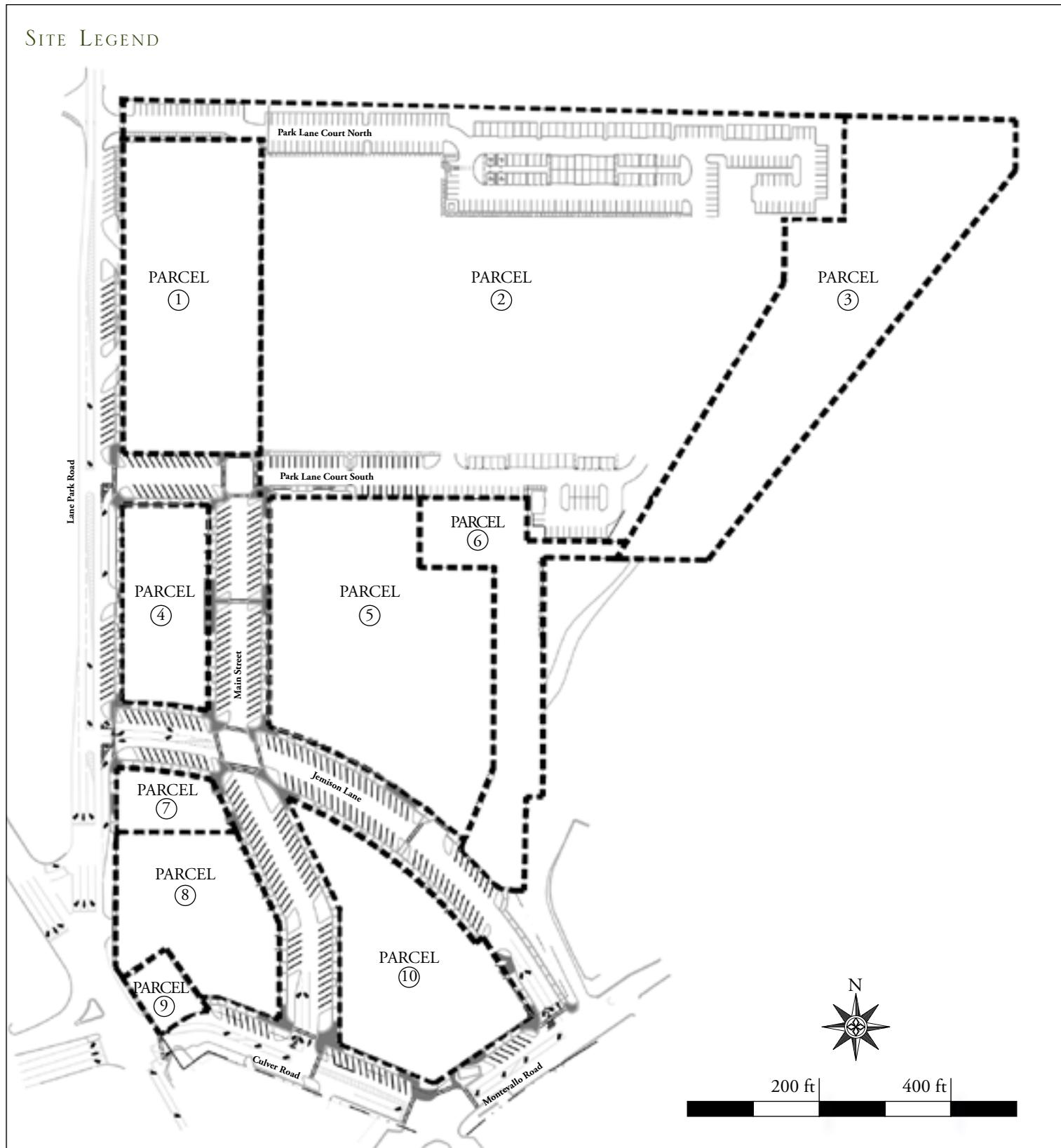
2. DEFINED TERMS & SITE LEGEND

As used in this PUD Application, the following terms are defined as follows:

1. **Architectural Styles** means the Architectural Styles more particularly described in the Pattern Book.
2. **Building Typologies** means the permitted building types and specifications designated as Building Typologies and more particularly described in the Pattern Book.
3. **City** means the City of Mountain Brook, Alabama.
4. **City Code** means The Code of the City of Mountain Brook, Alabama.
5. **City Council** means the City Council of the City of Mountain Brook, Alabama.
6. **Design Committee** means the City's village design review committee as defined in the City Code.
7. **Design Review Process** means the Design Review Process described in Section 9 of this PUD Application.
8. **Design Standards** means the Design Standards set forth in Section 9 of this PUD Application.
9. **Evson Parcel** means that portion of the Property owned by Evson, Inc., an Alabama limited liability company, and more particularly described in Section 20 of this PUD Application.
10. **Gross Floor Area** means the total enclosed floor area of all floors of a building (including mezzanines), measured from the exterior faces of exterior walls and from the center line of walls separating buildings, including basements, lobbies, common areas, elevator shafts, stairwells, mechanical or equipment rooms, common corridors, building amenity areas, storage areas, enclosed garages, attics (whether or not a floor has actually been laid, providing structural headroom of 6'6" or more) and any other fully enclosed spaces of the building, whether leased to tenants or not. Gross Floor Area shall exclude rooftops, plazas, covered walkways, covered parking areas, outdoor dining or market areas, balconies, porches, terraces, loading docks, roof overhangs and any other non-enclosed areas (whether covered by a roof or not).
11. **Illustrative Master Plan** means the Illustrative Master Plan included in Section 4 of this PUD Application.
12. **Jemison Lane** means the proposed right of way identified as Jemison Lane on the Site Legend set forth on Page 3.
13. **Landscape Standards** means the Landscape Standards set forth in the Landscaping, Parks and Open Space Plan included in Section 10 of this PUD Application.
14. **Lane Parke** means the Property and all improvements, public and private, to be constructed on the Property in accordance with the Lane Parke Plan.
15. **Lane Parke Plan, as amended**, means the plans for Lane Parke submitted for review pursuant to this PUD Application.
16. **Lighting and Screening Standards** means the Lighting and Screening Standards set forth in the Lighting and Screening Plan included in Section 11 of this PUD Application.
17. **Local Business District Standards** means the regulations and standards set forth in Sections 129-191 through 129-197 of the City Code as in effect as of January 1, 2012.
18. **Main Street** means the proposed right of way identified as Main Street on the Site Legend set forth on Page 3.
19. **Master Association** means any Master Association created in connection with the Master Declaration of Restrictions and Easements more particularly described in Section 16 of this PUD Application.
20. **Net Leasable Area** means the total enclosed floor area designed for the exclusive use of an occupant, including any basements, but excluding lobbies, common areas, elevator shafts, stairwells, mechanical or equipment rooms, common corridors, building amenity areas, storage areas, garages, covered parking areas, loading docks and any other areas not set aside for the exclusive use of occupants of the building. Unless otherwise noted in this PUD Application, all references to "square feet", "square foot" or "square footage" shall refer to the number of square feet of Net Leasable Area.
21. ~~**Optional City Parking Level** means the Optional City Parking Level as described in Section 9 of this PUD Application.~~
22. **Parcel** means the corresponding parcel of land identified as Parcel "1 – 10" on the Site Legend set forth on Page 3, or any other legal parcel of land within Lane Parke now existing or created in the future by a Preliminary or Final Subdivision Plat submitted in connection with the development of Lane Parke.
23. ~~**Parking Structure** shall mean the parking structure identified as the "Parking Structure" on the Illustrative Master Plan, or any other parking structure approved to be constructed in accordance with the Lane Parke Plan.~~
24. **Park Lane Court North** means the proposed right of way identified as Park Lane Court North on the Site Legend set forth on Page 3.
25. **Park Lane Court South** means the proposed right of way identified as Park Lane Court South on the Site Legend set forth on Page 3.
26. **Pattern Book** means the Pattern Book included in Section 9 of this PUD Application.
27. **Permitted Density** means the total number of square feet of Net Leasable Area permitted to be constructed within Lane Parke, as more particularly set forth in Section 7 of this PUD Application.
28. **Phase(s)** means any one or more of the phases of anticipated construction, consisting of a Residential Phase, a Grocery/Commercial Phase, a Retail Phase and an Inn Phase, each as more particularly described and shown in Section 15 of this PUD Application.
29. **Planning Commission** means the Planning Commission of the City of Mountain Brook, Alabama.
30. **Property** means the real property more particularly described in Section 20 of this PUD Application that is to be re-zoned to a Planned Unit Development District.
31. **Project Owner** means Evson, Inc., an Alabama corporation, and its successors and/or assigns.
32. **PUD Application** means this document, all schedules and exhibits attached hereto or provided in connection herewith, and all amendments and modifications hereto.
33. **Ray Building** means the building identified as the "Ray Building" on the Illustrative Master Plan.
34. **Ray Parcel** means that portion of the Property currently owned by RC Limited, LLC, an Alabama limited liability company, and more particularly described in Section 20 of this PUD Application.
35. **Regulating Plan** means the Regulating Plan more particularly described in the Pattern Book.
36. **Residence G Standards** means the regulations and standards for the Residence G Residential District set forth in Sections 129-531 through 129-535 of the City Code as in effect as of January 1, 2012.
37. **Shared Parking Analysis** means the Shared Parking Analysis as defined in Section 13 of this PUD Application.
38. **Shared Parking Assumptions** means the square footages assigned to each category of uses within Lane Parke that serve as the basis upon which the Shared Parking Analysis was made, as particularly described in Section 13 of this PUD Application.
39. **Shared Parking Opinion** means a Shared Parking Opinion as defined in Section 13 of this PUD Application.
40. **Total Parking Supply** means the Total Parking Supply as defined in Section 13 of this PUD Application.
41. **Unit** means any condominium unit created on any Parcel or within any Unit located on the Property.



- 42. **Use Area** means any of the Use Areas more particularly described in Section 6 of this PUD Application.
- 43. **Village** means Mountain Brook Village.
- 44. **Village Green** means the Village Green as defined in Section 10 of this PUD Application.
- 45. **Village Master Plans** means the Village Master Plans adopted by the Planning Commission as of June, 2007.
- 46. **Village Overlay Standards** means the regulations and standards set forth in Sections 129-551 through 129-557 of the City Code as in effect as of January 1, 2012.
- 47. **Woodland Park** means the Woodland Park as defined in Section 10 of this PUD Application.



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3. STATEMENT OF DEVELOPMENT OBJECTIVES

Consistent with the goals and ideals of the Village Master Plans, Lane Parke has been designed and planned around the following concepts:

- To be a seamless extension of Mountain Brook Village that preserves the diversity of its architectural heritage and community oriented, pedestrian scale.
- To enhance the Village by cultivating pedestrian connections, adding green space, improving storm water mitigation measures and providing ample parking.
- To create a competitive retail environment that will attract an array of upscale retailers which will increase the available revenue base the City uses to support community services and schools.

When completed, Lane Parke will replace the aging Mountain Brook Shopping Center and Park Lane Apartments with updated retail space, ample parking alternatives, new residential options, an upscale inn and office space. The ±27 acre Property is ideally suited to accommodate this diversity of uses when comprehensively planned in accordance with the Planned Unit Development Zoning Classification established pursuant to Section 129-261 of the City Code. Accordingly, the Lane Parke Plan has been conceived in accordance with the following planning objectives:

1. To advance the vision for Mountain Brook Village as articulated in the Village Master Plans by (i) creating new development around the perimeter of the Village that will contribute to the vitality of the Village as a whole, (ii) providing opportunities for more evening business and community activity, (iii) providing additional parking alternatives in Mountain Brook Village through additional surface parking and a discrete **structured** parking **structure** and (iv) enhancing the shopping, dining and entertainment choices in the Village.

2. To preserve the character and tradition of Mountain Brook Village as a pedestrian friendly, community oriented destination, while incorporating flexibility in design and operation that is critical to attract and maintain leading retailers.
3. To cultivate a festive environment for families and events through amenities to be shared by all of Mountain Brook Village, such as green spaces, marketplace ambiance, broad sidewalks and open plazas that will characterize Lane Parke and invite leisurely strolls, al fresco dining, sidewalk shopping and community gatherings.
4. To design, construct and operate Lane Parke in a manner that is sympathetic to the existing Village and minimizes impacts on adjacent neighborhoods by focusing on transitions between uses, setbacks, topography, vegetation, screening and green space.
5. To complement the existing aesthetic of Mountain Brook Village by emphasizing architectural quality, promoting attractive and pedestrian oriented streetscapes, integrating the Property with the Village and maintaining rich landscaping and green space.
6. To continue to assist the City's flood mitigation efforts by augmenting the existing storm water management system.
7. To improve traffic circulation within Lane Parke by introducing street and signal improvements and eliminating access points.
8. To minimize disruptions to the Property through phased construction.
9. To achieve a more efficient and economical arrangement of buildings, lots, uses, circulation and supporting infrastructure than would be feasible under the current zoning classifications applicable to the Property.



4. MASTER DEVELOPMENT PLAN

EXISTING CONDITION





SUMMARY OF PROPOSED RESIDENTIAL STRUCTURES (AS PROPOSED BY THE ILLUSTRATIVE MASTER PLAN)

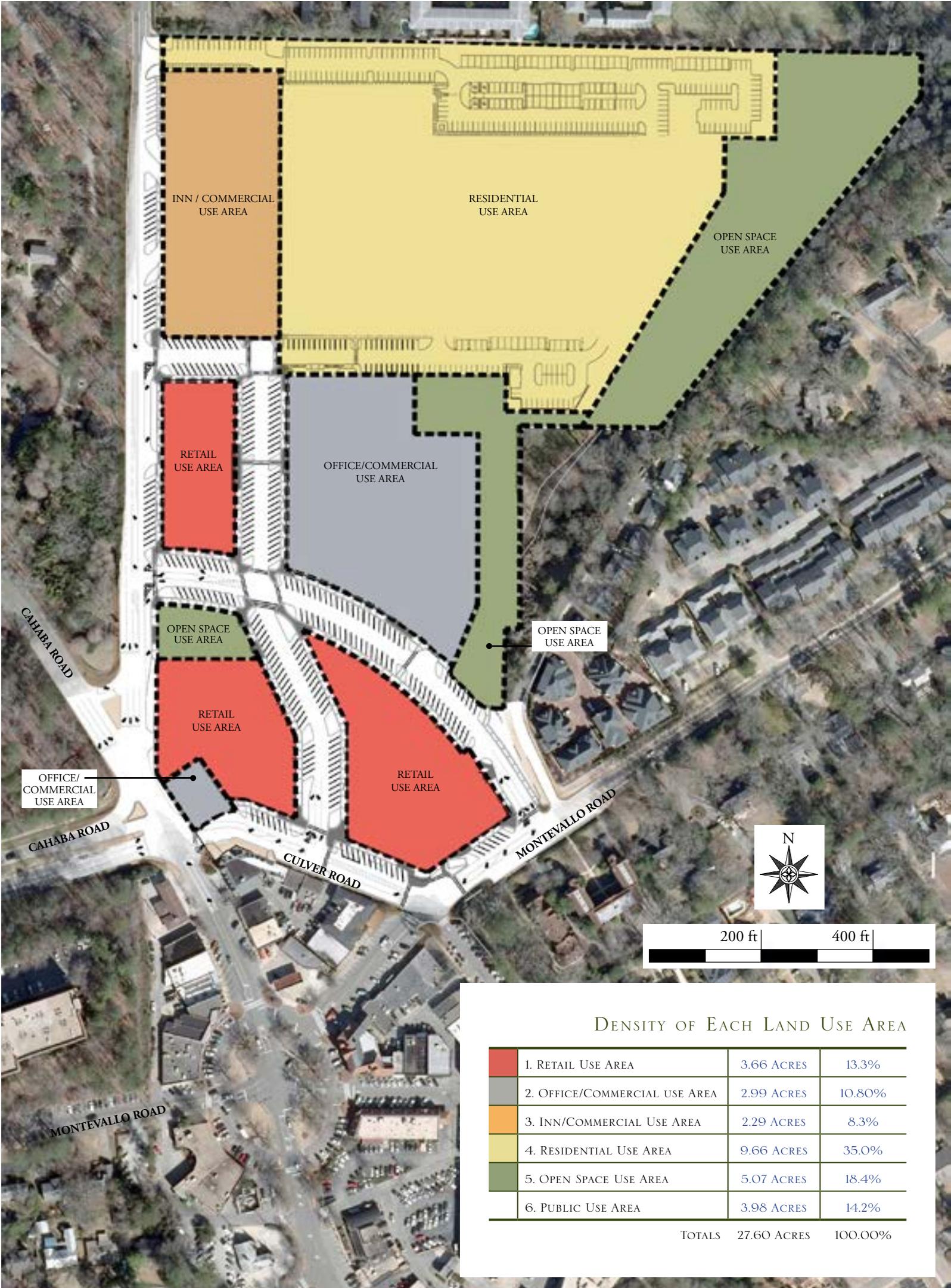
1.	DISTRIBUTION OF HOUSING TYPES	
	MULTI-FAMILY UNITS	
2.	LOCATION, GROUPINGS AND ORIENTATION	
	SEE DESIGN STANDARDS AND ILLUSTRATIVE MASTER PLAN	
3.	NUMBER OF UNITS	
	276 MULTI-FAMILY UNITS	
4.	MAXIMUM HEIGHT AND STORIES	
	SEE DESIGN STANDARDS	
5.	EXISTING AND PROPOSED FLOOR AREA	
	EXISTING (NET LEASABLE AREA)	PROPOSED (NET LEASABLE AREA)
	275,900 SF	303,600 SF

SUMMARY OF PROPOSED NON-RESIDENTIAL STRUCTURES (AS PROPOSED BY THE ILLUSTRATIVE MASTER PLAN)

1.	TYPES OF USES	
	RETAIL, OFFICE/COMMERCIAL, INN/COMMERCIAL	
2.	LOCATION, GROUPINGS AND ORIENTATION	
	SEE DESIGN STANDARDS AND ILLUSTRATIVE MASTER PLAN	
3.	MAXIMUM HEIGHT AND STORIES	
	SEE DESIGN STANDARDS	
4.	EXISTING AND PROPOSED FLOOR AREA	
	EXISTING (NET LEASABLE AREA)	PROPOSED (NET LEASABLE AREA)
	RETAIL 71,529 SF OFFICE* 7,197 SF INN 0 SF	RETAIL 160,000 110,000 116,000 SF OFFICE* 30,000 7,197 SF INN 99,000 SF

* Inclusive of the 5,000 Square Foot Ray Building.
 Dedicated on-site parking provided for Ray Building.





DENSITY OF EACH LAND USE AREA

	1. RETAIL USE AREA	3.66 ACRES	13.3%
	2. OFFICE/COMMERCIAL USE AREA	2.99 ACRES	10.80%
	3. INN/COMMERCIAL USE AREA	2.29 ACRES	8.3%
	4. RESIDENTIAL USE AREA	9.66 ACRES	35.0%
	5. OPEN SPACE USE AREA	5.07 ACRES	18.4%
	6. PUBLIC USE AREA	3.98 ACRES	14.2%

TOTALS 27.60 ACRES 100.00%



6. PERMITTED LAND USES

PERMITTED USES

Multiple uses shall be permitted within Lane Parke including retail, hospitality, office, service, residential, green space, parking and municipal uses, as more particularly set forth below.

Lane Parke is divided into each of the following Use Areas, the location and boundaries of which are shown in Section 5 on Page 9. All uses are permitted by right unless (i) expressly limited or conditioned herein or (ii) the square footage of any specific use would exceed the Shared Parking Assumption for such specific use, as outlined in Section 13, in which case such specific use shall be conditioned upon the delivery by Project Owner of a Shared Parking Opinion, in accordance with Section 13, confirming that the parking demand created by such specific use shall not exceed the Total Parking Supply.

Retail Use Area. Within areas designated Retail Use Area, the following uses are permitted by right:

1. Antique stores;
2. Appliances and electronic goods and equipment;
3. Arts and crafts stores;
4. Bakeries selling food from the premises;
5. Banks and financial services firms;
6. Barber shops (limited to one);
7. Bars, pubs and other establishments primarily engaged in the sale of alcoholic beverages for on-site consumption;
8. Bookstores;
9. Bridal shops;
10. ~~Business offices and professional offices, provided however, that business offices or professional offices may only be located in space with frontage along Lane Park Road;~~
11. Clothing stores;
12. Coffee shops;
13. Computer and electronics stores;
14. ~~Daycare centers if located on Lane Parke Road or Park Lane Court South;~~
15. Dry cleaning establishments where no laundering or cleaning is done on the premises;
16. Electronic and electrical repair shops;
17. Fitness centers;
18. Florist shops;
19. Furniture stores;
20. Garden and lawn stores;
21. General merchandise stores, including full-line department stores;
22. Gift shops;
23. Grocery stores;
24. Hardware stores;
25. Ice cream parlors;
26. Interior design shops that include the on-site exchange of merchandise for general consumers;
27. Jewelry stores;
28. Liquor, wine and/or spirits stores;
29. Meat, seafood, vegetable and fruit markets;
30. Parcel delivery and packaging stores;
31. Personal fitness trainers and studios, health clubs, spas, dance/yoga studios and similar facilities;
32. Pet shops;
33. Pharmacies;
34. Photography studios;
35. ~~Physical therapists if located on Lane Parke Road or Park Lane Court South;~~

36. Rental and sale of electronic media and related items;
37. Restaurants, cafes, cafeterias and delicatessens, provided however, that the Shared Parking Assumptions shall not apply to restaurant, cafeteria or delicatessen uses that are ancillary to a primary use within the Inn/Commercial Use Area or the Retail Use Area (such as a delicatessen within a grocery store);
38. Shipping and wrapping of packages and sale of related items;
39. ~~Shoe repair shops if located on Lane Parke Road or Park Lane Court South;~~
40. Shoe stores;
41. Sporting goods stores;
42. ~~Theaters for the performing arts if located on Lane Parke Road or Park Lane Court South;~~
43. Travel agents;
44. United States Post Office;
45. Variety stores;
46. Streets, rights of way, service roads, access ways and drive aisles (both private and public);
47. Sidewalks and pedestrian passage ways;
48. Drive through facilities, if implemented in accordance with the Design Standards;
49. Accessory uses customarily incidental to the uses permitted in the Retail Use Area;
50. Any other business that provides for the display and on-site exchange of merchandise for general consumers that is not otherwise prohibited under the City Code;
51. ~~Streets, rights of way, service roads, access ways and drive aisles (both public and private); and~~
52. ~~Sidewalks and pedestrian passage ways.~~

~~Within areas designated Retail Use Area, if located on Main Street, Jemison Lane, Culver Road or Montevallo Road, the following conditional uses may be permitted within Lane Parke, but only with the prior written approval of the city council:~~

1. Daycare centers;
2. Physical therapists;
3. Shoe repair shops;
4. Theaters for the performing arts;
5. Business offices and professional offices.

Office/Commercial Use Area. Within areas designated Office/Commercial Use Area, the following uses are permitted by right:

1. Any use permitted in the Retail Use Area;
2. Any conditional use permitted within the Retail Use Area but only with the prior written approval of the City Council. ~~Business offices and professional offices, provided however, that no business offices or professional offices located on any Parcel other than the Ray Parcel (Parcel 9) shall be located on the first (1st) floor of a building;~~
3. ~~Interior design shops;~~
4. Public and private parking structures;
5. Commercial uses ancillary to the operation of a parking structure, such as administrative space for parking structure management and valet services, an automobile wash/detail service and storage space;
6. Streets, rights of way, service roads, access ways and drive aisles (both public and private); and
7. Storage, back office support, mechanical or other uses ancillary to any primary use permitted under the Retail Use Area, Office/Commercial Use Area, Inn/Commercial Use Area, Residential Use Area or Public Use Area.



Inn/Commercial Use Area. Within areas designated Inn/Commercial Use Area, the following uses are permitted by right:

1. Inns, bed and breakfast establishments and hotels, provided however, in no event shall such use include more than one-hundred (100) rooming units;
2. Administrative office uses;
3. Meeting/conference uses ancillary to the operation of a full service inn;
4. Kitchen and catering services for use in connection with meeting/conference uses and for the provision of room service;
5. Commercial uses ancillary to the operation of a full service inn, including salons, pool, spas, gym, laundry/cleaning services, valet services, concierge services and other amenities;
6. Newsstands, gift shops, galleries, shops selling sundry items, coffee shops or shops selling food items for carry out only located within an inn, bed and breakfast establishment or hotel;
7. Any use permitted in the Retail Use Area, provided however, that (i) the square footage of Net Leasable Area devoted primarily to uses permitted within the Retail Use Area shall not exceed the Permitted Density and (ii) no more than one (1) sit-down, full service restaurant shall be permitted in the Inn/Commercial Use Area;
8. At any time following the date that is three (3) years following approval of this PUD Application, **if by such date, construction of an Inn, bed and breakfast establishment, or a hotel has not commenced**, any use permitted in the Residential Use Area, provided, however, in the event the Inn/Commercial Use Area is used as residential dwelling units, the Inn/Commercial Use Area shall not include more than forty (40) residential units;
9. Streets, rights of way, service roads, access ways and drive aisles (both public and private); **and**
10. Sidewalks and pedestrian passage ways; **and**
11. **Structured parking in accordance with the Inn Building typology.**

Residential Use Area. Within areas designated as Residential Use Area, the following uses are permitted by right:

1. Residential dwelling units, provided however, the Residential Use Area shall not include more than two-hundred seventy-six (276) residential units;
2. Enclosed garages and covered parking;
3. Leasing and sales offices;
4. Amenities, improvements, storage and mechanical uses ancillary to residential dwelling units, including but not limited to a pool, gym, laundry/cleaning services and recreational facilities;
5. Streets, rights of way, service roads, access ways and drive aisles (both public and private); and
6. Sidewalks and pedestrian passage ways.

Open Space Use Area. Within areas designated Open Space Use Area, the following uses are permitted by right:

1. Parks;
2. Playgrounds;
3. Green space;
4. Trails;
5. Outdoor dining areas;
6. Amenities, valet services, pavilions, amphitheaters and accessory structures ancillary to the foregoing uses; and
12. Special events, including festivals, parades, races, assemblies, gatherings and other events permitted under the City Code provided such special events are sponsored and the sponsor thereof satisfies all requirements of the City Code with respect to thereto.

Public Use Area. Within areas designated Public Use Area, the following uses are permitted by right:

1. Streets, rights of way, service roads, access ways and drive aisles (both public and private);
2. Sidewalks and pedestrian passage ways;
3. Special events, including festivals, parades, races, assemblies, gatherings and other events permitted under the City Code, provided such special events are sponsored and the sponsor thereof satisfies all requirements of the City Code with respect to thereto; and
4. Sidewalk vending and kiosk operations located on sidewalks and other pedestrian passage ways, provided that (except for special events for which a separate permit is obtained pursuant to the City Code):
 - a. there shall be no more than five (5) sidewalk vending or kiosk locations within Lane Parke;
 - b. such vending or kiosk site operations shall be conducted from a fixed location (though nothing herein shall prevent any vending or kiosk structure from having wheels or otherwise being capable of being transported);
 - c. the location of such vending or kiosk site shall not lead to or cause significant congestion or blocking of pedestrian traffic;
 - d. all items or services to be sold must be a permitted use under the Retail Use Area;
 - e. the design of any vending or kiosk structure has been approved by the Design Committee; and
 - f. the operator of such vending or kiosk site shall have obtained a business license pursuant to the City Code and shall otherwise be in compliance with all applicable provisions of the City Code.



7. PERMITTED DENSITY

PERMITTED DENSITY

The density of land uses within Lane Parke shall not exceed (collectively, the "Permitted Density"): (i) with respect to each Use Area, the Maximum Square Footage Per Land Use set forth in Table 1 below, as adjusted for the Programming Allowance, and (ii) with respect to each Parcel, the Maximum Square Footage Per Parcel set forth in Table 2 below. The Maximum Square Footage Per Land Use set forth in Table 1 below for the Retail Use Area and the Office/Commercial Use Area may each increase by up to 5% based upon the final programming requirements of building occupants provided that the incremental parking demand resulting from such increase shall not exceed the Total Parking Supply, as determined by a Shared Parking Opinion (the "Programming Allowance"). In no event shall the ratio of Net Leasable Area to Gross Floor Area for any Use Area or Parcel exceed 1 to 1.15.

TABLE 1 - NET LEASABLE AREA PER LAND USE

USE AREA	MAXIMUM NET LEASABLE AREA
1. RETAIL USE AREA	42,500 85,400 SF
2. OFFICE/COMMERCIAL USE AREA	OFFICE: 30,000 15,000 SF* RETAIL: 47,000 54,000 SF
3. INN/COMMERCIAL USE AREA	INN/RETAIL: 105,500 SF RETAIL: 6,500 SF
4. RESIDENTIAL USE AREA	303,600 SF
TOTALS	598,600 563,500 SF

TABLE 2 - NET LEASABLE AREA PER PARCEL

PARCEL	MAXIMUM NET LEASABLE AREA
PARCEL 1	105,500 SQ FT
PARCEL 2	303,600 SQ FT
PARCEL 3	0 SQ FT
PARCEL 4	36,700 22,000 SQ FT
PARCEL 5	88,500 64,000 SQ FT
PARCEL 6	0 SQ FT
PARCEL 7	0 SQ FT
PARCEL 8	37,650 29,200 SQ FT
PARCEL 9	5,000 SQ FT
PARCEL 10	46,200 30,150 SQ FT



* Inclusive of the 5,000 Square Foot Ray Building.



BASE ZONING DISTRICT STANDARDS

The base zoning district for Parcel 1 and Parcels 3 – 10 shall be the Local Business District Standards and the Village Overlay Standards.

The base zoning district for Parcel 2 shall be the Residence G Standards and the Village Overlay Standards.

The buildings and uses within Lane Parke shall generally comply with the Local Business District Standards, the Residence G Standards and the Village Overlay Standards, as applicable, except as specifically set forth herein.

Because the Project Owner will be creating a new street network with unique Design Standards applied to multiple uses, deviations from the base zoning district standards are needed to provide sufficient flexibility to achieve the goals of the Village Master Plan and the Development Objectives of Lane Parke, as outlined in this PUD Application.

Notwithstanding anything contained herein or in the City Code to the contrary, the following deviations from the Local Business District Standards, the Residence G Standards and the Village Overlay Standards shall be permissible within Lane Parke:

	BASE ZONING DISTRICT STANDARDS	LANE PARKE PLAN	REASON FOR DEVIATION
USES			
Uses	Uses permitted in the Residence G Standards and the Local Business District Standards	See Section 6 for the Permitted Uses in Lane Parke.	By integrating a new street network, new parking infrastructure, better pedestrian connections and better traffic circulation through a comprehensive plan, the existing residential and commercial uses can be better integrated, and new, compatible uses introduced, in an efficient manner that avoids negative impacts on surrounding areas and satisfies the objectives of the Village Master Plan.
DENSITY			
Residential	12 units per acre per floor.	See Section 7 for the Permitted Density.	Lane Parke has been designed to provide sufficient parking, traffic circulation and green space to serve the increased density.
Commercial	Limited by parking and height requirements.	See Section 7 for the Permitted Density.	
BUILDING TYPOLOGIES			
Building Typologies	Allows Street-Front, Free-Standing and Stacked Flat Buildings	Introduces Grocery, Inn, Parking Structure and Residential Typologies and building limitations for each.	Additional typologies are required to accommodate the proposed uses in Lane Parke.
REGULATING PLAN			
Regulating Plan	See existing regulating plan in the Village Overlay Standards.	See new Regulating Plan for Lane Parke on pages 22 and 23.	Lane Parke is establishing a new and different street network than contemplated in the existing regulating plan.
HEIGHT OF BUILDINGS			
Parapet	2-4'	Minimum 3'	To ensure all rooftop equipment is hidden from view.
Residential	Maximum 3 stories / 46' Pitched roofs allowed up to 16'	Maximum 4 stories / 66' Pitched roofs allowed up to 20'	In the locations of the Inn Building and Residential Buildings, these heights are consistent with the height increases contemplated by the Village Master Plan. The additional allowed heights are mitigated by their location well removed from the core of the Village, the design features required by the Design Standards and the Open Space Requirements.
Inn	Maximum 3 stories / 46' Pitched roofs allowed up to 13'	Maximum 4 stories / 66' Pitched roofs allowed up to 20'	New building typology.
FIRST STORY HEIGHT (INTERNAL)			
Street-Front Free-Standing	12' Minimum 18' Maximum	May exceed 18' in height provided that such first story internal building heights shall not exceed 30'	To accommodate the required specifications of proprietors occupying more than one story
REQUIRED GROUND FLOOR ELEVATION			
Street-Front Free-Standing	0-1'	Not applicable along Montevallo Road and Culver Road	The construction of topography and drainage improvements within Lane Parke will dictate the ground floor elevation heights to mitigate flood risk.
REQUIRED FRONT BUILDING LINE			
Free-Standing	10-25'	Minimum 5'	To more closely align Free-Standing Buildings with Street-Front Buildings and create a more consistent street edge.
Residential	22-26'	Minimum 10'	To allow for greater spacing between structures, and to provide a center courtyard for the addition of green space and amenities.
Additional deviations		Front building lines along streets and rights of way may vary in accordance with the Design Standards	To enhance architectural character and visual interest along the street front.
		Front building line requirements shall not apply to drive aisles; access points to any structured the public parking structure as generally depicted in the Illustrative Master Plan; and canopies, porte cocheres, balconies and other similar building overhangs	To allow for efficient vehicular travel and convenient access to parking within the Lane Park Plan.
SIDE YARD SETBACKS			
Free-Standing	10% of Lot width or 10', whichever is less	5'	To more closely align Free-Standing Buildings with Street-Front Buildings and create a more consistent street edge.
Residential	10% of Lot width or 10', whichever is less	5'	To allow for greater spacing between structures, and to provide a center courtyard for the addition of green space and amenities.
MINIMUM REAR YARD SETBACK			
Free-Standing	10'	5'	To allow more building frontage on lots restricted in size by utility easements and drainage/floodway easements.
Residential	20'	10'	To allow for greater spacing between structures, and to provide a center courtyard for the addition of green space and amenities.



BASE ZONING DISTRICT STANDARDS

REQUIRED LOT WIDTH & MINIMUM LOT DEPTH			
Free-Standing	60' width	Not Applicable	Lane Parke will be divided into Parcels as identified on Page 3 of this PUD Application. The Design Standards and Illustrative Master Plan contemplate buildings and structures being oriented with respect to such Parcels, so minimum lot widths and depths are not necessary.
Street-Front	25' width		
Residential	60' width; 100' depth		
STREET WALL			
Street-Front	Street wall to cover 90-100% of a lot	Not applicable to drive aisles and access points to any structured the public parking structure	To allow for efficient vehicular travel and convenient access to parking within the Lane Parke Plan.
Residential	Street wall to cover 65-100% of a lot	Not Applicable	To allow for greater spacing between buildings, and to provide a center courtyard for the addition of green space and amenities.
PRIMARY ENTRANCES			
Primary Entrances	One (1) primary entrance to be located every 50' of street frontage on Primary Frontages	Exceptions permissible with respect to tenants occupying in excess of 4,000 square feet of space that require single point entry	To accommodate the requirements of larger tenants in the Lane Parke Plan.
FACADE PROJECTIONS			
Free-Standing	Bay windows and balconies may extend up to 5' from the facade, but may not extend over front building line.	Bay windows and balconies may extend up to 3' over the front building line.	To allow for more variation on buildings that preserve a tight street edge.
PARKING, VEHICLE AND PEDESTRIAN ACCESS STANDARDS			
Parking Quantity	Retail-5 per 1,000; Service-5 per 1,000; Office-4 per 1000; Residential-2 per dwelling unit plus visitor spaces	Parking quantity and access will be implemented in accordance with the Parking, Access and Traffic Plan included in Section 13 of this PUD application	Parking quantities incorporate shared use reductions, as allowed by the Village Overlay Standards.
Parking Design	Parking for all residential uses shall be located in the rear of any residential building, and no parking shall be permitted in any front yard or side yard; allowance for visitor parking in front of any building if located on – street and available for public use	Parking design for the Residential Use Area will be implemented in accordance with the Parking, Access and Traffic Plan included in Section 13 of this PUD application, which does not forbid parking in front or side yards	This will allow for multiple, yet smaller and more discreet, parking fields and is necessary to provide a center courtyard for the addition of green space and amenities. The location of the Residential Buildings away from the commercial core of Lane Parke and the Village mitigates the aesthetic impacts of parking areas within front and side yards.
Vehicle Access Limitations	Vehicle access to all lots shall be limited according to frontage type on the applicable Building and Development Regulating Plan	The limitation on vehicle access to buildings for both Primary and Secondary Frontages shall not apply to drive aisles and access points to any structured the public parking structure , as generally depicted in the Illustrative Master Plan	To allow for efficient vehicular travel and convenient access to parking within the Plan, so service areas will be located in accordance with the Parking, Access and Traffic Plan in Section +5 13 of this PUD Application.
Drive-through Facilities	Drive-through facilities may be permitted only where ingress and egress is provided from a Secondary or Access Street as identified in the Master Plan	Drive-through facilities shall be permissible in three (3) locations in accordance with the Design Standards	The Design Standards comply with the spirit of the Village Overlay Standards but specific streets in the Lane Parke Plan vary from the layout in the Village Master Plan.
SERVICE YARDS			
Service Yards	Residence G Standards and Local Business District Standards require service yards to be located at the rear of the buildings and specify size and material requirements	Does not require service yards to be at the rear and dictates that service yards be screened from view (see Design Standards)	Some of the buildings in the Lane Parke Plan do not have a rear yard and will have streets on all sides. Accordingly, service areas shall be located in accordance with the Parking, Access and Traffic Plan and screened in accordance with the Design Standards.
MATERIAL SPECIFICATIONS			
Standards	All buildings shall have one primary material covering at least 70% of building facades	The primary material for Residential Buildings may consist of less than 70% coverage of the building facades	To break up the scale of this larger (up to 4-story) building type.
Building Materials	Primary Materials and Secondary Materials do not include the use of painted brick	Allows for the use of painted brick	To provide greater variety without compromising the aesthetic of Mountain Brook Village.
SIDEWALK WIDTH			
Sidewalk Width	Sidewalks on primary streets shall be 8-12' wide	The sidewalk on the section of Lane Parke Road north of Park Lane Court South shall be 6' minimum	This sidewalk will not support retail traffic and will serve as a transition to residential areas north of Lane Parke.

Additional notes:

1. Utilities. The Building Typology requirements do not apply where utility easements and drainage/floodway easements prohibit the ability to conform.
2. Ray Building. To the extent the Ray Building does not comply with the Village Overlay Standards, the Local Business District requirements or the Design Standards in any respect, no alterations to the Ray Building shall be required and the Ray Building may remain as currently constructed as a legal non-conforming structure. Any future material exterior alterations or renovations to the Ray Building shall conform to the appropriate Architectural Style set forth in the Pattern Book.
3. Design Standards. The Design Standards are hereby incorporated herein by reference and any provisions thereof not expressly identified above that deviate from the Village Overlay Standards, the Residence G Standards or the Local Business District regulations shall be permissible. To the extent any provisions of the Design Standards are inconsistent with the provisions of the Village Overlay Standards, the Residence G Standards or the Local Business District regulations, the Design Standards shall control.
4. Parking Design. The requirements related to Parking Design shall not apply, as parking and access will be implemented in accordance with the Parking, Access and Traffic Plan included in Section 13 of this PUD Application.



The standards set forth in this Section 9 shall apply to the design of buildings within Lane Parke and shall be collectively referred to as the “Design Standards”.

Plans, diagrams, illustrations and photographs have been included in Section 4 and in this Section 9 for purposes of reference and example (the “Design Examples”). Final exact locations of buildings and private streets, and the final designs, features and number of buildings may vary from those depicted in the Design Examples, but only to the extent such final designs are consistent with the Design Standards.

BUILDINGS

The design, orientation and architectural styling of buildings and façades in Lane Parke shall be in accordance with the Pattern Book included in this Section 9 on Pages 17 – 84 (the “Pattern Book”).

The section of the Pattern Book entitled General Design Guidelines, Regulating Plan & Building Typologies governs the orientation, massing, height and transparency of buildings and façades in, and establishes open space requirements for, Lane Parke. The Pattern Book provides the following Building Typologies that are permissible within Lane Parke: (i) Street-Front Buildings, (ii) Free-Standing Buildings, (iii) Residential Buildings, (iv) an Inn Building, (v) Parking Structure and (vi) Grocery Building. The Regulating Plan set forth on Page 22 designates the Building Typology that can be constructed within each Parcel within Lane Parke.

The section of the Pattern Book entitled Architectural Styles governs the architectural styling of each of the buildings and facades to be constructed within Lane Parke. The Pattern Book establishes the following Architectural Styles that are permissible within Lane Parke: (i) Village Romantic, (ii) Southern Mercantile, (iii) Birmingham Classic and (iv) Village Mid-Century. The design of each building or façade shall conform to the guidelines established in the Pattern Book for the designated Architectural Style.

PARKING STRUCTURE

~~The Any~~ Parking Structure shall be designed in accordance with the Parking Structure Building Typology and shall generally conform to the following:

~~The Any~~ Parking Structure shall be designed in a manner such that, except for views through access points to ~~the such~~ Parking Structure, no substantial portion of any vehicle parked on the top level thereof shall be visible from ground level on Main Street, Jemison Lane, Culver Road or Lane Park Road.

~~The Any~~ Parking Structure which is open to public use shall contain bicycle racks conveniently located to encourage bicycle use.

~~As described in this PUD Application, the Parking Structure is designed to have three (3) parking levels, one (1) level on grade and two (2) levels above grade. At the request of the City, on terms mutually acceptable to the City and the Project Owner, the Project Owner will agree to construct, in accordance with the Design Standards (the “Optional City Parking Level”), an additional third (3rd) above grade level on the Parking Structure.~~

BUILDING DESIGNS, LOCATIONS AND SIZES

The following changes in the designs, locations and sizes of buildings shall be permissible by right:

- The Illustrative Master Plan and the Three Dimensional Conceptual Renderings included in Appendix C are designed to show the general location of building footprints, public improvements, other development features and the relationships between those features. It is not intended to show precise details nor exact sizes, precise locations, or design features of Lane Parke. The Illustrative Master Plan and the Three Dimensional Conceptual Renderings included in Appendix C are not final engineering drawings, and features may be (and are expected to be) modified as final designs are developed pursuant to the Pattern Book and the Design Review Process. Examples of such modifications include the following:
 - Internal bBuilding layouts may be modified to meet tenant needs;
 - Building footprints may shift;
 - Buildings may be separated to provide for pedestrian passages, access between buildings, useable courtyard or landscaping space, or other outdoor spaces;
 - The location of private streets and parking spaces may be adjusted in accordance with final building layouts; and
 - Footprint details (such as corners, angles, bays, and like features) may vary.

However, with respect to any such modifications, (i) the Permitted Density, which includes the Net Leasable Area Per Land Use and the Net Leasable Area Per Parcel, shall not be exceeded except as is set forth in Section 7, (ii) the buildings and structures shall comply in all respects with the limitations established by the Pattern Book, and (iii) the location of Primary and Secondary Frontages shall not change, and the private streets shall comply in all respects with the limitations established by the Parking, Access and Traffic Plan, and (iv) the Total Parking Supply shall not be reduced, and (v) the general locations, layout and configuration of buildings, improvements and features will be as shown on the Illustrative Master Plan.

- The square footage of space constructed within Lane Parke may be less than the total square footage proposed by the Illustrative Master Plan.
- Changes in building design to accommodate drive through facilities in accordance with the section of these Design Standards titled “Drive Through Facilities” set forth below.
- Changes in the location of surface parking spaces, provided the Total Parking Supply is provided and further provided that the general locations of buildings are as depicted in the Illustrative Master Plan.
- The construction of below grade basement space under any building provided that adequate parking is provided to accommodate any increases in usable space pursuant to the Parking, Access and Traffic Plan.
- Upon election by the City, the construction of the Optional City Parking Level in accordance with the Design Standards.



DRIVE THROUGH FACILITIES

Drive through facilities may be designed and constructed as amenities to first floor retail or commercial space in the following locations (i) within Parcel 10 ~~along Jemison Lane~~; and (ii) within Parcel 5 along Park Lane Court South; ~~and (iii) within Parcel 8~~, provided however, that such drive through facilities may only service the following uses: banks/financial institutions, pharmacies (including pharmacies ancillary to another primary use), dry-cleaners, coffee shops and specialty food related concepts not included within the fast-food restaurant category such as bakeries, delicatessens and stores offering the sale of ice cream, yogurt and/or smoothies. Fast-food restaurant uses may not utilize drive through facilities.

The size and design of buildings and storefronts may vary from the sizes and designs shown in the Illustrative Master Plan and in the Parking, Access and Traffic Plan to accommodate the inclusion of or changes to drive-through facilities as permitted by these Design Standards.

DESIGN REVIEW

In connection with the preparation of schematic design documents for any building(s), the Project Owner shall submit to the zoning officer (as defined in the City Code) schematic design drawings (site plan, floor plans and elevations of the buildings therein) ("Preliminary Plans") for review and comment relative to compliance with the Design Standards. The zoning officer shall have the right to consult with the Design Committee for guidance on whether the Preliminary Plans comply with the Design Standards. Upon written request of the zoning officer, the Project Owner shall present the Preliminary Plans to the Design Committee at a regularly scheduled meeting of the Design Committee and cooperate with any subsequent inquiries of the Design Committee. The zoning officer will notify the Project Owner in

writing within 30 days of the last to occur of the submittal of the Preliminary Plans or the Project Owner's presentation to the Design Committee if said Preliminary Plans do not comply with the Design Standards, which written notice shall include a description of why the Preliminary Plans are not in compliance with the Design Standards.

Prior to commencing construction on any building within Lane Parke, the Project Owner shall apply for a building permit in accordance with the requirements of Section 109-40 through Section 109-46 of the City Code. The zoning officer shall have the right to consult with the Design Committee to determine if the final plans for any building comply with the Design Standards.

The provisions of the foregoing two (2) paragraphs shall be referred to herein as the "Design Review Process").

DESIGN REVIEW — SIGNAGE AND AWNINGS

The Project Owner shall submit a final signage plan (based upon the Signage Plan included in Section 12 of this PUD Application) to the Design Committee for review and approval as a Master Sign Plan in accordance with the requirements of Section 121, Division 3, of the City Code and each business within Lane Parke, prior to erecting any signs or awnings, shall submit an application for a sign permit in accordance with the requirements of Section 121, Division 2, of the City Code.





Lane Parke

PATTERN BOOK

The following pages comprise the Pattern Book for Lane Parke. The Pattern Book consists of general design guidelines, permissible Building Typologies and permissible Architectural Styles. The purpose of the Pattern Book is to provide standards for the design and construction of buildings within Lane Parke that ensure continuity of architectural aesthetics and quality that is consistent with the heritage of the Village, and has been developed in a manner that is consistent with, and expands the intent of, the Village Master Plans, the PUD Zoning Ordinance and the Village Overlay Standards. The Pattern Book utilizes diagrams, photographs and renderings so that it can be used both as a regulating document and as a communication tool for presenting the character and feel of future development. The Pattern Book provides history based text, detailed diagrams and photographs to illustrate the minimum accepted design and construction criteria, while still allowing room for unique and creative design. The format of the Pattern Book is based upon architectural field guides and other academic publications recognized as authorities on defining historic architectural styles and precedents.

The Pattern Book has been produced by Historical Concepts with input from the Project Owner, their marketing and design teams, as well as key community stakeholders in order to gain a targeted and focused consensus for the vision of Lane Parke.

This Pattern Book shall govern the design of buildings and facades within Lane Parke, and shall control over any conflicting provisions of the Village Overlay Standards, Local Business District Standards, or the Residence G Standards.



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Lane Parke

GENERAL DESIGN GUIDELINES, REGULATING PLAN & BUILDING TYPOLOGIES

This section of the Pattern Book governs the orientation, massing, height and transparency of buildings and façades in, and establishes open space requirements for Lane Parke. The following Building Typologies are permissible within Lane Parke: (i) Street-Front Buildings, (ii) Free-Standing Buildings, (iii) Residential Buildings, (iv) an Inn Building, (v) a Parking Structure, and (vi) a Grocery Building.

The Regulating Plan set forth on Page 22 designates the Building Typology that can be constructed within each Parcel within Lane Parke.

The design of each building or façade shall conform to the Regulating Plan and the requirements of the applicable Building Typology. For each Building Typology, example diagrams have been included as reference material, provided however, such Design Examples shall not be construed as final designs. Final designs may vary from such Design Examples provided such designs substantially conform to the guidelines established for the applicable Building Typology. The Building Typology requirements do not apply where utility easements and drainage/floodway easements prohibit the ability to conform.

The Regulating Plan and the regulations in this Pattern Book regarding Building Typologies shall control over any conflicting provisions of the Village Overlay Standards, Local Business District Standards, or the Residence G Standards.

ARCHITECTURAL FEATURES

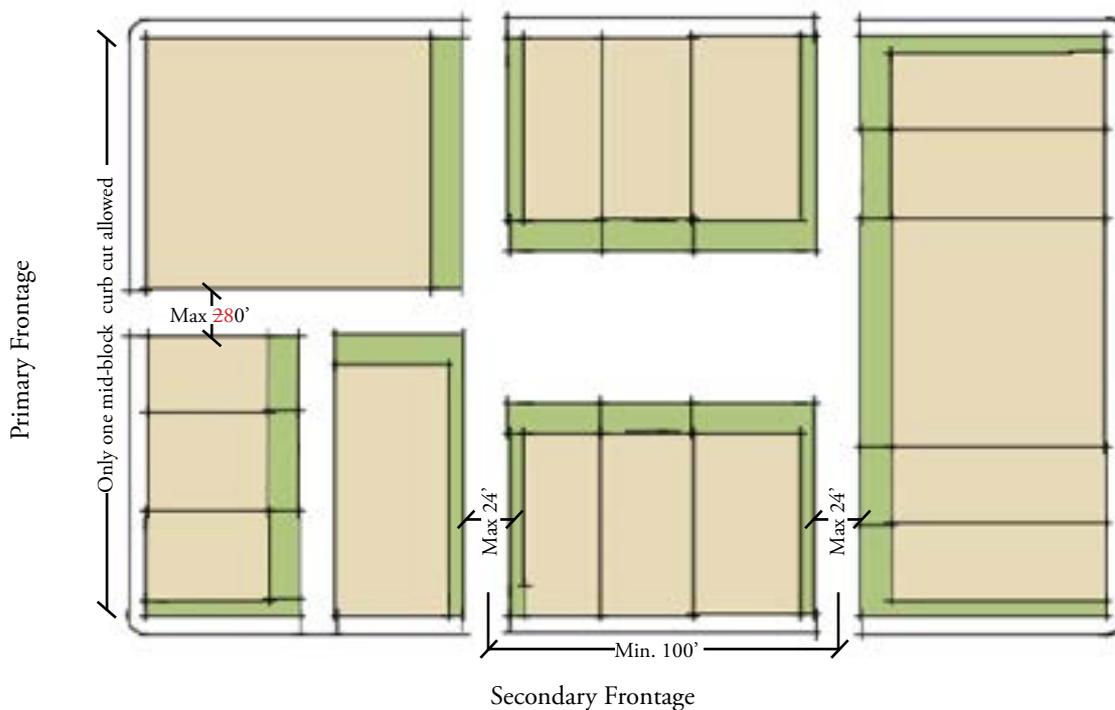
- The use of stylistically appropriate architectural features, such as towers and turrets, is encouraged to mark important public spaces in accordance with the following:
 - Public spaces where architectural features may be appropriate are the intersection of two public streets, the terminus of a street that ends in a “T” intersection, or fronting onto a significant public or open space such as a park or plaza.
 - The portion of the structure that exceeds the building height limit shall occupy no more than 20% of the building footprint.
 - Appropriate architectural features may be allowed to extend up to 10’ above the maximum allowed building height on buildings three stories or less, provided that they are appropriate to the Architectural Style and Building Typology.
- The use of ornamental features such as spires, chimneys and weather vanes is also encouraged where appropriate. Ornamental features may extend up to 6’ above the maximum allowed building height.
- At any and all points, the maximum building height (external) shall be measured from the existing grade of the sidewalk at the lot frontage, or the proposed grade at the front building line, whichever is lower.



VEHICULAR ACCESS

Vehicular access shall be limited upon the frontage type indicated on the Regulating Plan:

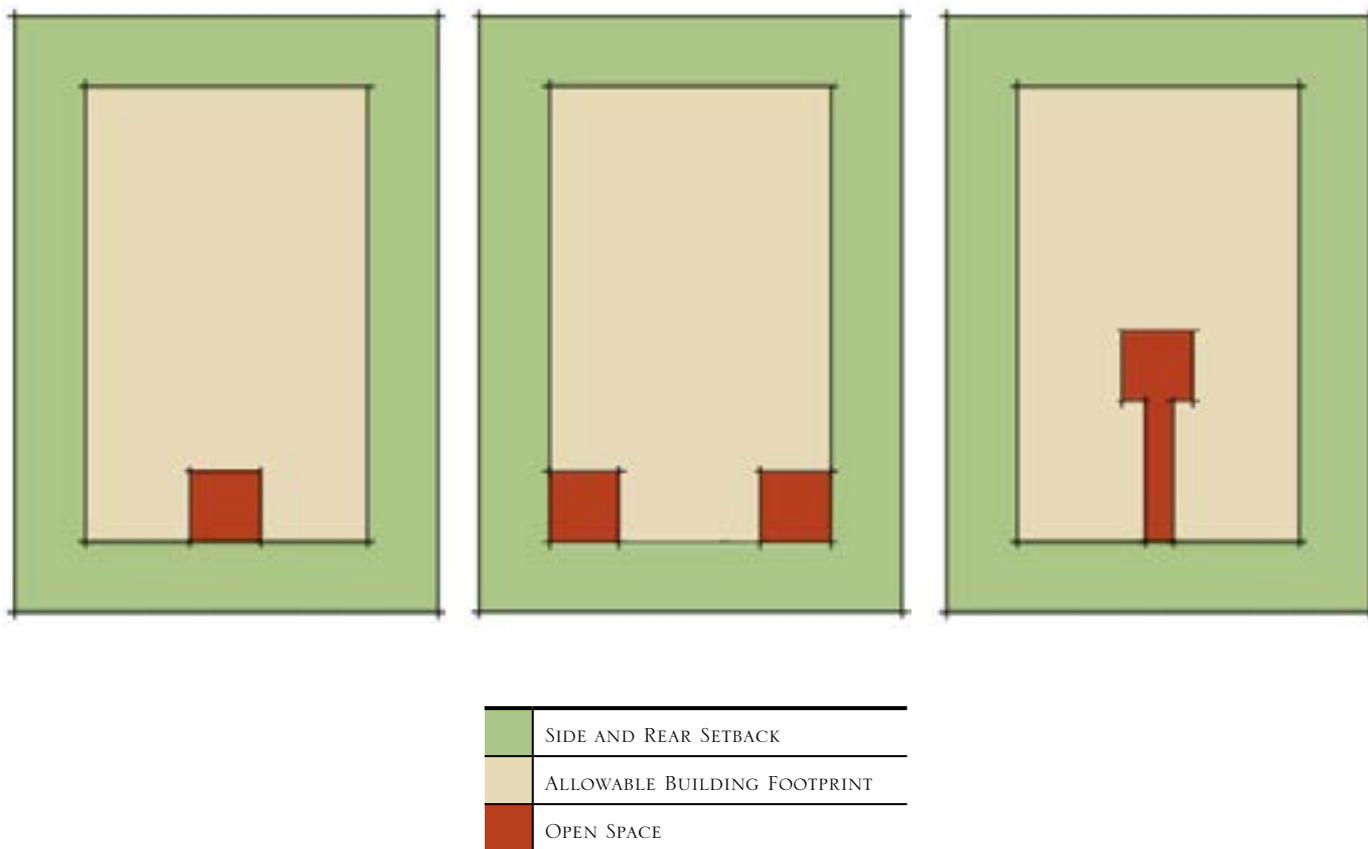
- Only one curb cut per block will be allowed on areas of Primary Frontage, provided however, that there shall be no mid-block curb cuts for vehicular access on Main Street except for the single lane drive aisle between buildings “A” and “B” as shown on the Updated Illustrative Master Plan. All other access must occur via alleys off of Secondary Frontage, or support streets as identified in the Traffic and Access Plan (as defined in Section 12).
- Vehicular access points on areas of Secondary Frontage shall not occur more frequently than every 100’. Where applicable, no more than 20% of the lot frontage shall be dedicated to vehicular access.
- There are no access requirements for private streets and parking areas.



OPEN SPACE REQUIREMENTS

These open space requirements are intended to create functional civic amenities within Lane Parke in exchange for increased density:

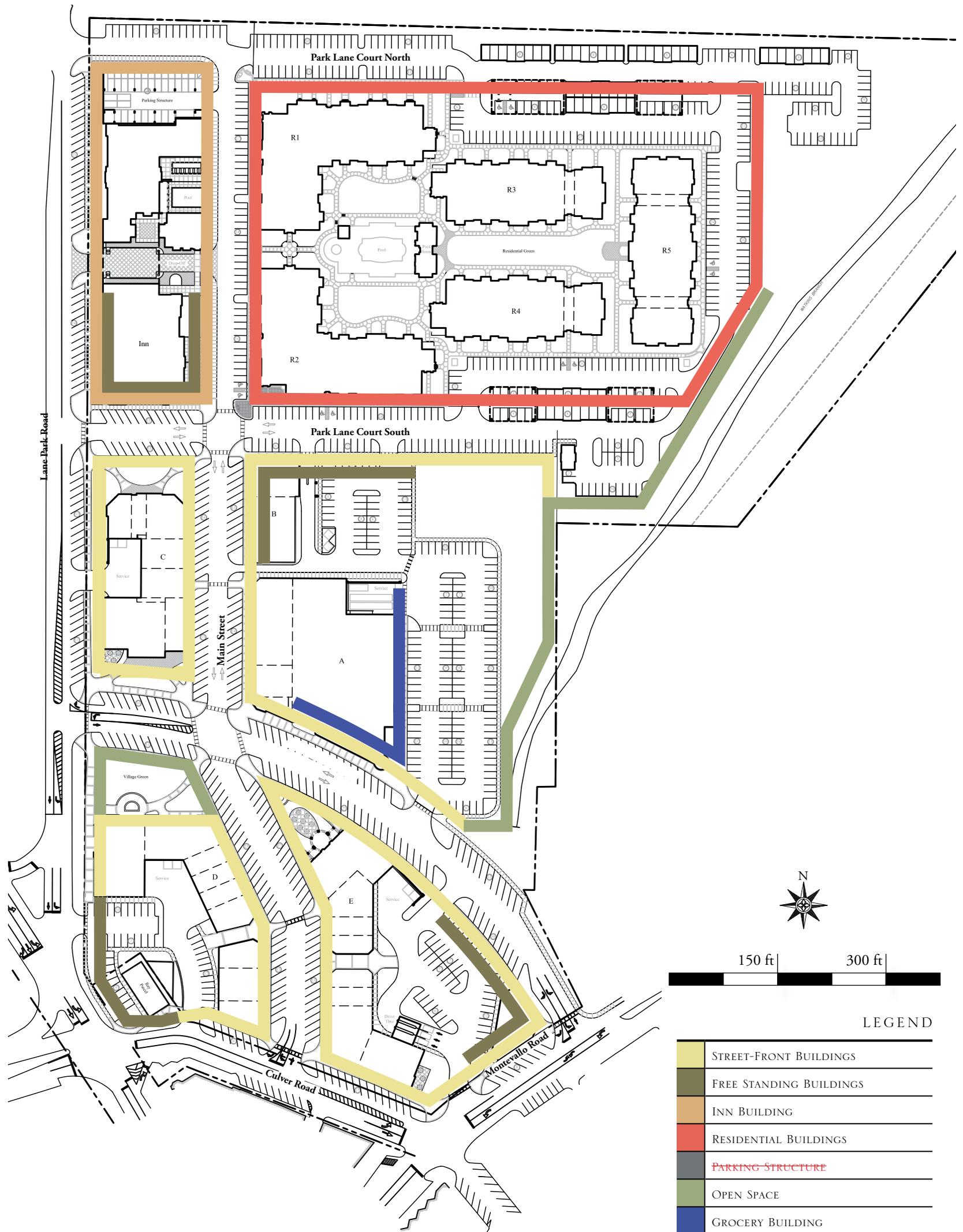
- Open space shall be in addition to any required setbacks and must occur in the otherwise allowable building footprint.
- Open space shall not include parking areas, service areas, or site utility areas.
- The open space requirements are as follows:
 - Ground level non-residential use: no requirement
 - Upper level non-residential use: 10% of upper level square footage
 - Residential uses: 100 square feet per dwelling unit
- Alternately, the open space requirement may be fulfilled by creating a public park or plaza equal to the square footage of the total required open space of Lane Parke instead of distributing the open space among the buildings and facades of individual commercial spaces.
- All open space for non-residential uses shall be directly accessible from the building frontage or a passage that breaks the facade, in one of the configurations illustrated below:

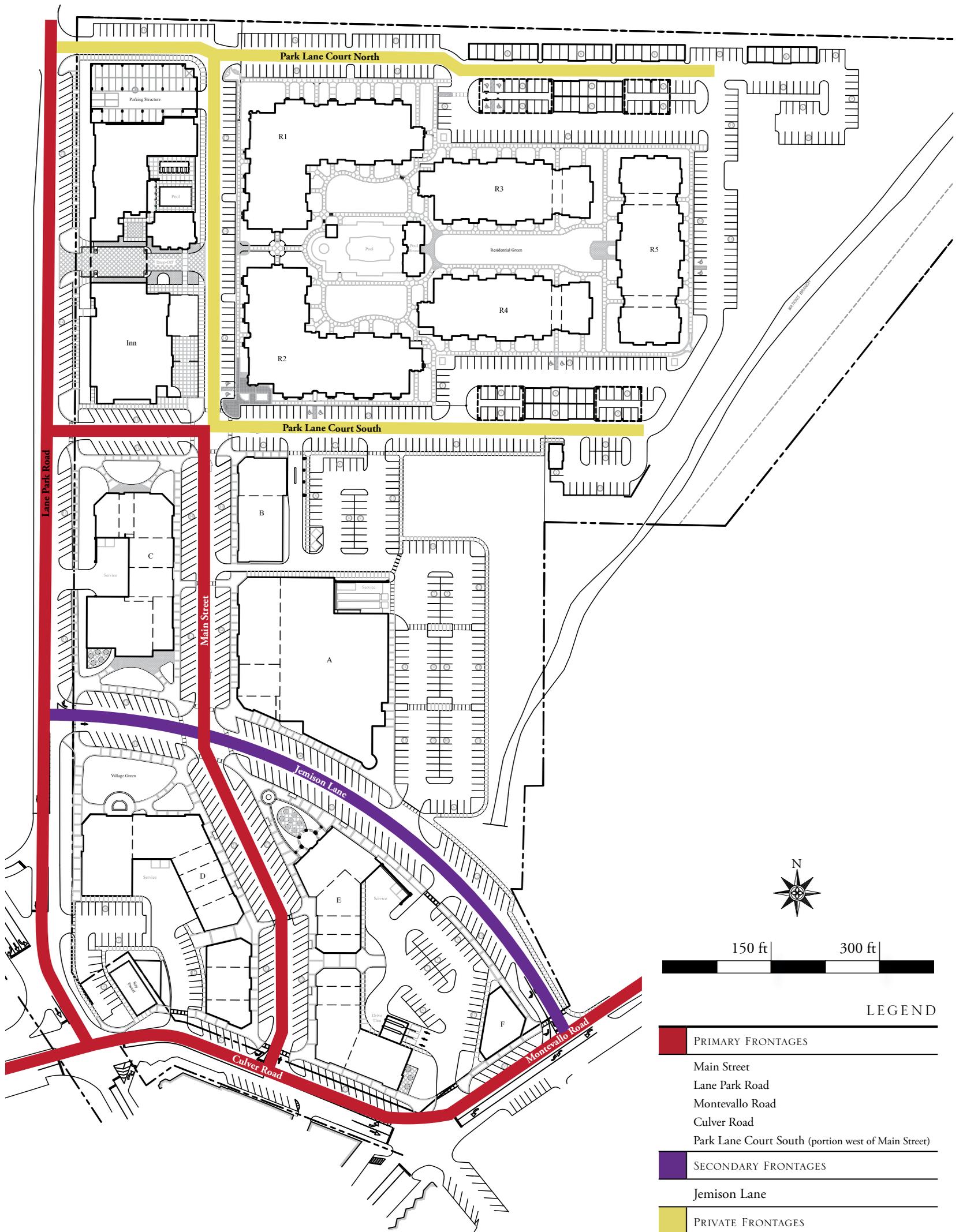


SERVICE AREA REQUIREMENTS

All service areas, loading areas and waste containers shall be either screened from view from any Primary Frontage or Secondary Frontage or wholly enclosed within the structure. Screening walls and materials shall be designed and constructed with materials compatible to that of the principal structure and, to the extent practical, landscape elements shall be incorporated to provide additional screening.









The pedestrian scale and unique character of the existing buildings and architecture in the Village are key to its continued viability. The Street-Front Building Typology provided in this Section has been developed to maintain this pedestrian scale and unique architecture while allowing for a vibrant and exciting shopping experience unique to the area. The Street-Front Building Typology for Lane Parke is based upon the Street-Front Building Type established by the Village Overlay Standards.

The following standards allow for differences in height, massing, scale and materials that are critical in creating the sense that Lane Parke is an extension of the existing Village that has evolved over time. Each store space or building's relationship to public streets, open spaces and surrounding architecture should be taken into consideration as material and massing decisions are made to ensure each elevation is sympathetic with the structures and spaces around it.

Street-Front Buildings are those with immediate frontage on streets. To remain consistent with the Village, this Building Typology is low-scale (1 to 2 ½ stories) with engaging street-level storefronts. The massing, materials and overall design of a Street-Front Building is especially important at street level where a high level of pedestrian activity will take place.

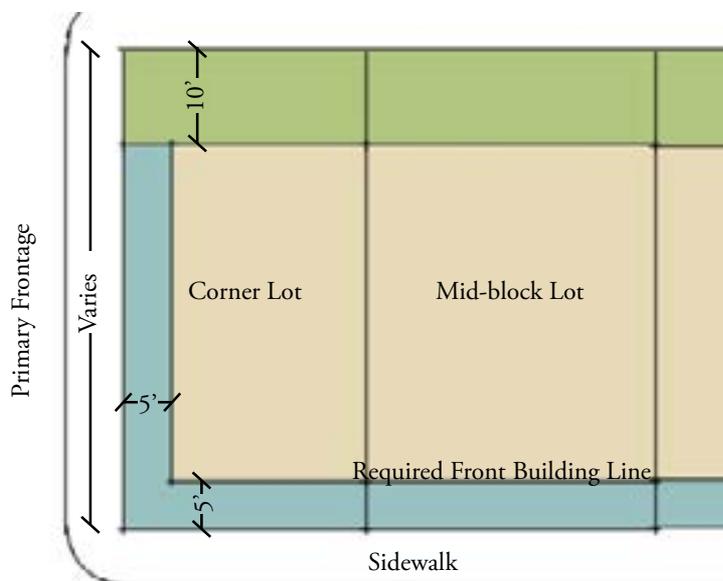
The following pages detail height, massing and orientation standards that govern Street-Front Buildings to ensure a quality and character consistent with the existing structures in the Village. Street-Front Buildings shall meet the following building standards, which standards shall control over any conflicting provisions of the Village Overlay Standards or of the Local Business District Standards.

LOT LAYOUT NOTES:

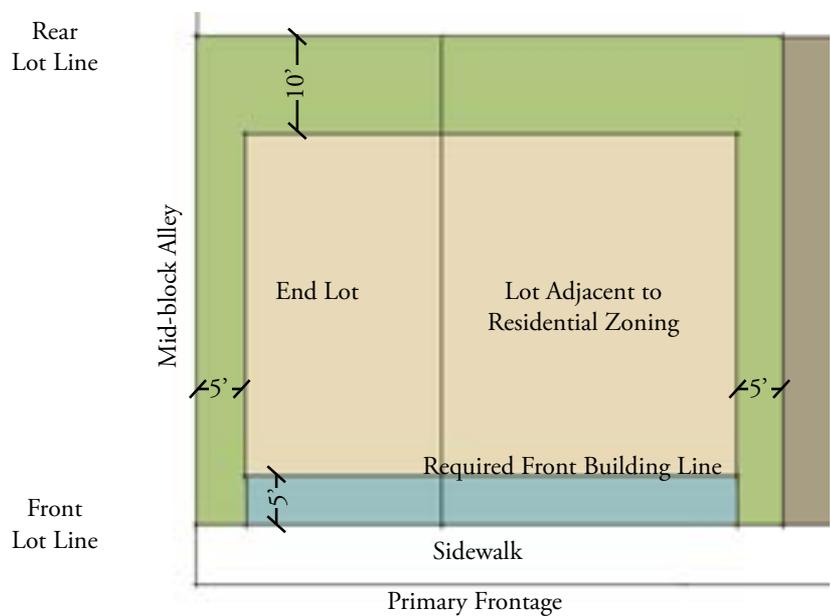
LEGEND

	BUILD-TO ZONE
	SETBACK
	ALLOWABLE BUILDING FOOTPRINT
	RESIDENTIAL LOT
	BUILDING FOOTPRINT

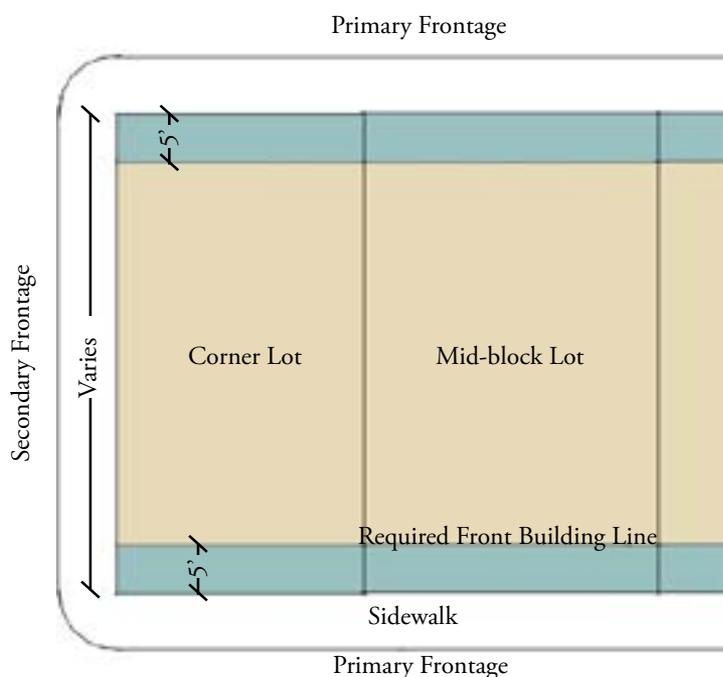
- There is no minimum or maximum required lot depth.
- There is no minimum or maximum required lot width.
- The front facade of the building must occur in the Build-To Zone; provided, however, that the Build-To-Zones on Parcel 4 that occur along Lane Park Road, Park Lane Court South, and Jemison Lane may be extended an additional 70 feet to accommodate functional open space or green space (to include open space utilized by tenants occupying the building) as shown in the Illustrative Master Plan.
- The front façade of any building or portions thereof situated along Jemison Lane and Main Street on the northwest corner of Parcel 10 may be set back from the intersection of Main Street and Jemison Lane so as to accommodate the open/green space shown on the Illustrative Master Plan and the required front building line for the building façade adjacent to that open/green space may be adjusted so as to accommodate same.
- Exceptions to the Street Wall Coverage requirements may be permitted to comply with the Open Space Requirements.
- Maximum lot coverage is 90% of the buildable lot area. Any open space required on the lot shall reduce the maximum lot coverage.
- All references to a lot or depictions of a lot line shall refer to a land condominium Unit or the boundary line of a land condominium Unit, or if no applicable land condominium Unit has been established, then to a Parcel or the boundary line of such Parcel.
- Lot references shall not refer to a condominium Unit other than a land condominium Unit.
- **Exceptions for Building Line on Lane Park Road may be made for greenspace.**
- **Exceptions to the Street Wall Coverage requirements may be permitted to allow for ~~drive aisles~~ pedestrian passages and service access.**



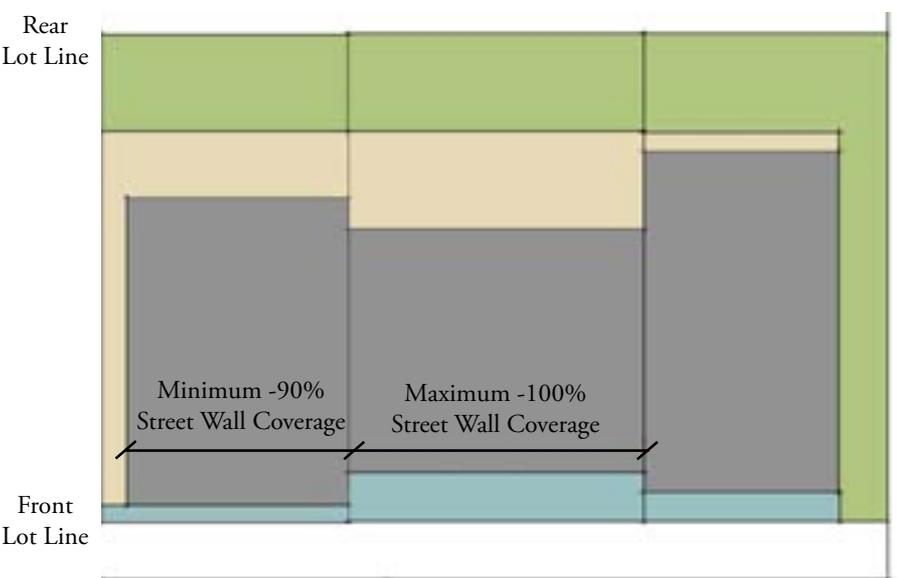
Primary Frontage Corner and Mid-Block Lot Configurations



End Lot Configurations



Dual Primary and Secondary Frontage Corner Lot Configuration



Street Wall Coverage Requirements



NOTES

Transparency:

- On the facade fronting the primary street, hereafter called the “Primary Facade”, the first story shall have a transparency of 60% to 90% of the facade.
- On the Primary Facade, each upper story shall have a transparency of 15% to 60% of the facade.
- On facades other than the Primary Facade that are visible from a public right of way, both the first story and upper stories shall have a minimum transparency of 40%.
- Bay windows and balconies may extend up to 3’ over the front building line on upper stories, and shall extend a minimum of 3’ and a maximum of 5’ from the building facade. The use of loggias and arcades along the ground story of the building is encouraged as an amenity for pedestrians.
- A main entrance is required at a minimum of every 50’ on the Primary Facade. Buildings or store spaces of over 4,000 square feet shall have at least one entrance per facade that fronts onto a public street, but are excepted from the 50’ requirement.
- Corner buildings shall be considered to have two frontages, but may designate one frontage as the principal frontage that meets all of the standards of this section. The other frontage shall meet all of the standards of this section for at least the first 25 feet of building facade, and shall maintain the required front building line for at least the first 40’ of the side frontage.

Pitched Roof Massing:

- One story buildings with a pitched roof shall have a maximum cornice/eaves height of 18’.
- Two story buildings with a pitched roof shall have a maximum cornice/eaves height of 26’.
- Pitched roofs must not extend more than 10’ above the eaves if the roof pitch is 5:12 to 13:12.
- Pitched roofs must not extend more than 16’ above if the roof pitch is 14:12 to 20:12. Pitched roofs sloped greater than 20:12 will not be allowed.
- No building shall exceed 42’ in height.
- Pitched roof structures may contain additional floor area which may be occupied without counting towards the story maximum for purposes of the Regulating Plan, provided any additional floor area is associated with and accessory to the floor area of the inferior story. In this condition, the maximum cornice height may be exceeded by 3’, provided that a transparency of 15% to 45% is provided for the half-story through the use of dormers.

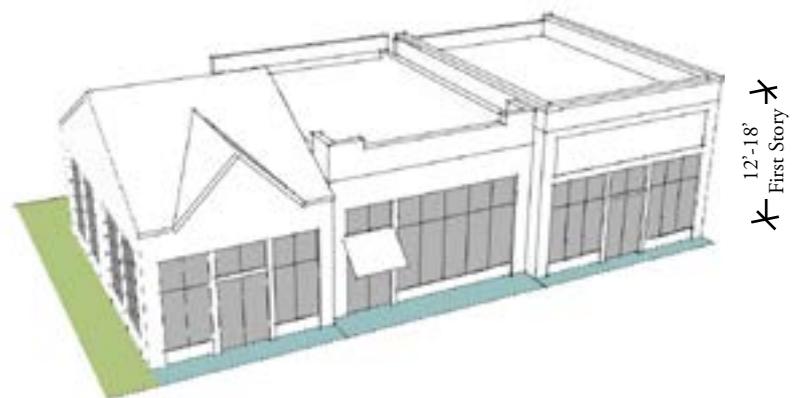
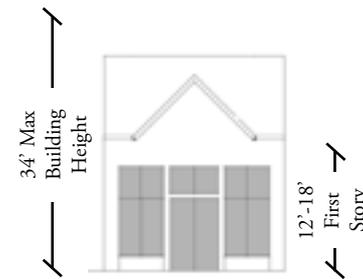
Flat Roof Massing:

- Parapets must extend a minimum of 3’ above the top of the roof structure. This minimum height is intended to ensure that all rooftop equipment is hidden from public view.
- Parapets must occur within the maximum building height.
- Buildings or store spaces with a flat roof and parapet are not required to have a cornice/eaves line distinct from the top of the parapet.
- All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

Bay Rhythm:

- Differentiated bays should be expressed on each facade of a building or store space directly fronting a public space or street.
- Bays shall be a minimum of 20’ and a maximum of 30’ wide on Primary Frontages. On any facade that is visible from a public right of way that is directly adjacent to an area of Primary Frontage, at least one bay shall be articulated on the corner adjacent to the Primary Facade. Where these facades are over 60’ in length, they must have architectural articulation, such as bays or pilasters, for at least 20% of the facade in addition to the first bay adjacent to the Primary Facade.

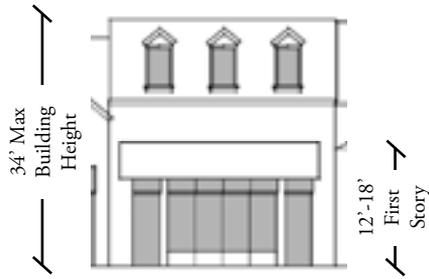
ONE STORY BUILDINGS



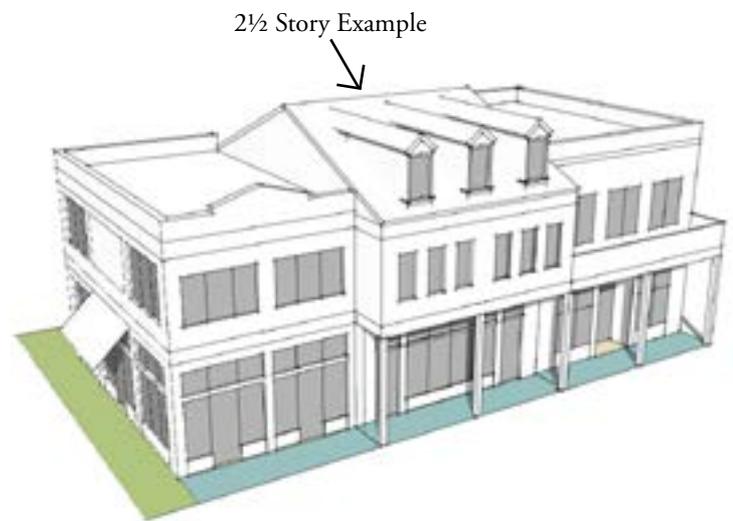
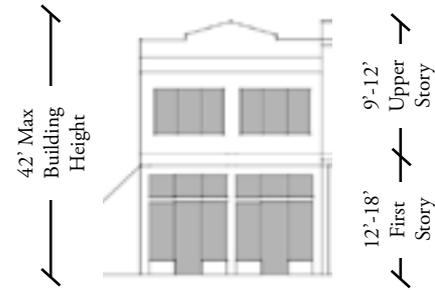
MASSING DIAGRAMS

STREET-FRONT BUILDINGS

ONE-AND-A-HALF STORY BUILDINGS



TWO STORY BUILDINGS





The Free-Standing Building Typology for Lane Parke is based upon the Free-Standing Building Type established by the Village Overlay Standards. The Free-Standing Building Typology allows for differences in height, orientation, massing, scale and materials that are critical in creating the sense that Lane Parke is an extension of the existing Village that has evolved over time. Each building's relationship to the street, surrounding buildings and parks is especially important for the Free-Standing Building Typology since these buildings will be engaged with one or more public spaces on all sides.

The Free-Standing Building Typology is low-scale (1 to 2 ½) stories with elegant street-fronts and pedestrian friendly designs.

The following pages detail height, massing and orientation standards that govern Free-Standing Buildings to ensure a quality and character consistent with the existing structures in the Village. Free-Standing Buildings shall meet the following building standards, which standards shall control over any conflicting provisions of the Village Overlay Standards or of the Local Business District Standards.

LOT DIAGRAMS

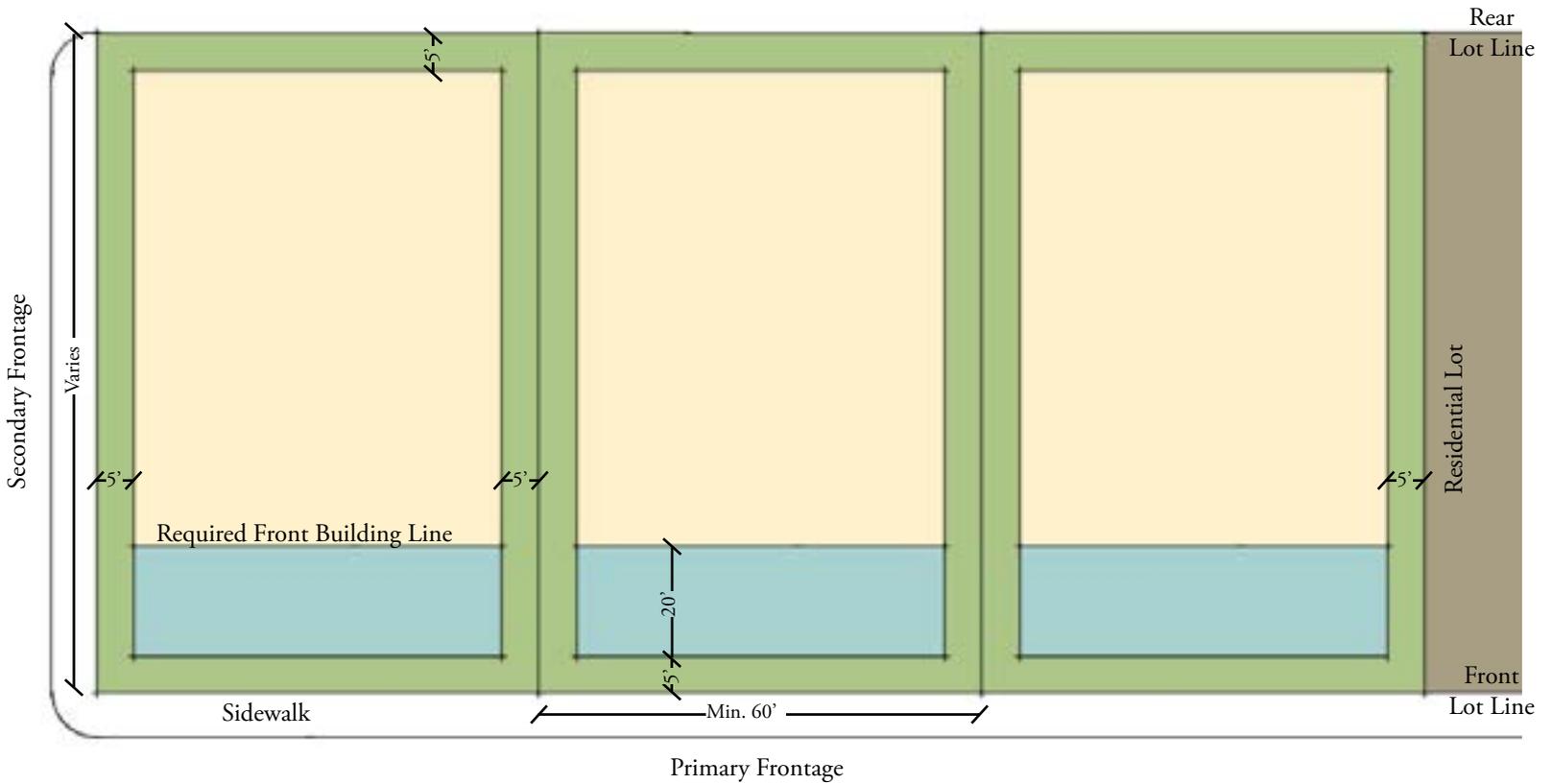
FREE-STANDING BUILDINGS

LOT LAYOUT NOTES:

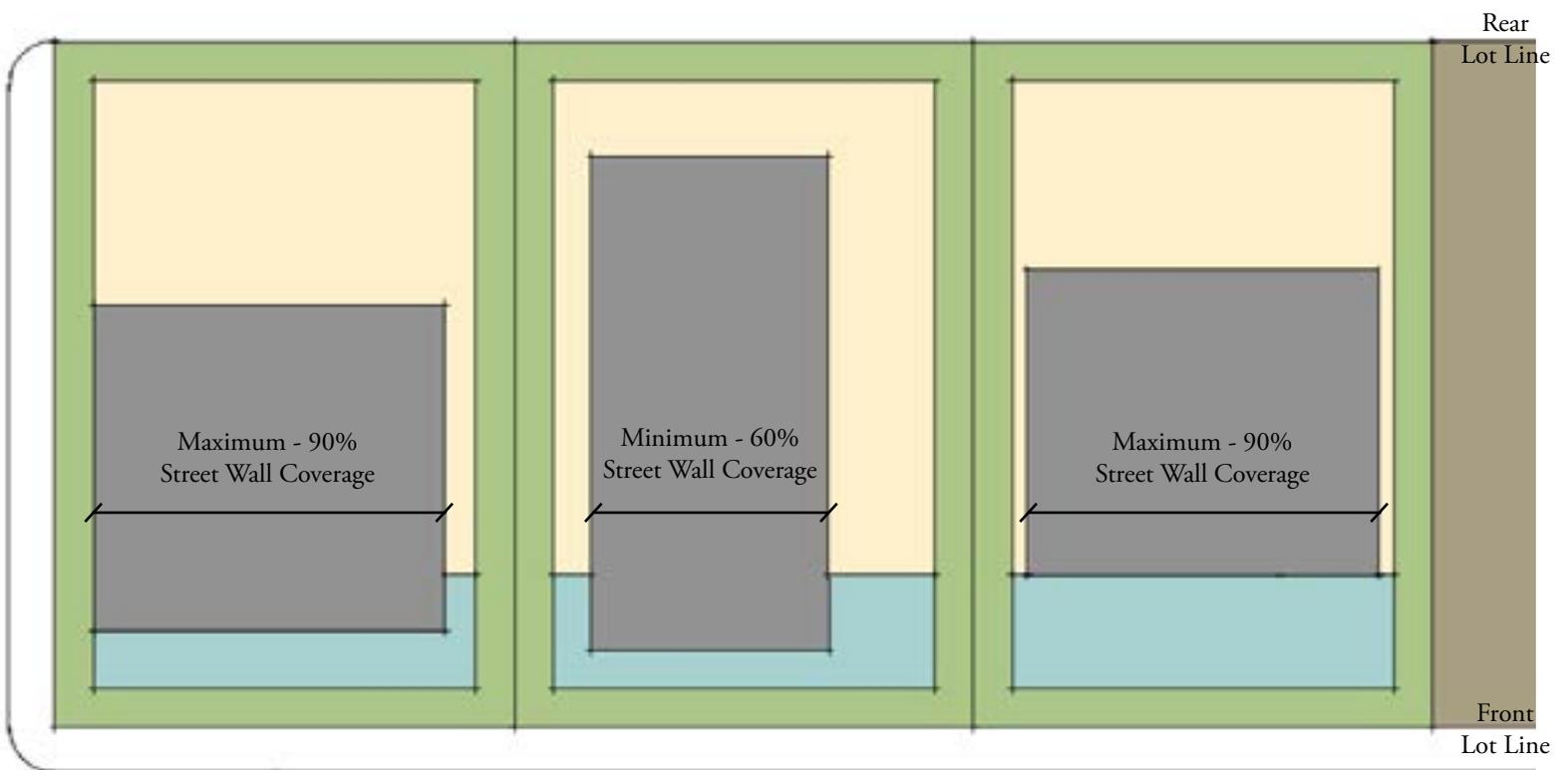
LEGEND

	BUILD-TO ZONE
	SETBACK
	ALLOWABLE BUILDING FOOTPRINT
	RESIDENTIAL LOT
	BUILDING FOOTPRINT

- There is no minimum or maximum required lot depth.
- There is no minimum or maximum required lot width.
- The front facade of the building must occur in the Build-To Zone.
- Maximum lot coverage is 60% of the buildable lot area. Any open space required on the lot shall reduce the maximum lot coverage. Pedestrian and vehicular access drives shall not count against the lot coverage.
- Exceptions to the Street Wall Coverage requirements may be permitted to comply with the Open Space Requirements.
- All references to a lot or depictions of a lot line shall refer to a land condominium Unit or the boundary line of a land condominium Unit, or if no applicable land condominium Unit has been established, then to a Parcel or the boundary line of such Parcel.
- Lot references shall not refer to a condominium Unit other than a land condominium Unit.



Corner, Mid-Block, and End Lot Conditions



Street Wall Coverage Requirements



NOTES

Transparency:

- On the facade fronting the primary street, hereafter called the “Primary Facade”, the first story shall have a transparency of 60% to 90% of the facade.
- On the Primary Facade, each upper story shall have a transparency of 15% to 60% of the facade.
- On facades other than the Primary Facade that are visible from a public right of way, both the first story and upper stories shall have a minimum transparency of 40%.
- Bay windows and balconies may extend up to 3’ over the front building line on upper stories, and shall extend a minimum of 3’ and a maximum of 5’ from the building facade. The use of loggias and arcades along the ground story of the building is encouraged as an amenity for pedestrians.
- A main entrance is required at a minimum of every 50’ on the Primary Facade. Buildings or store spaces of over 4,000 square feet shall have at least one entrance per facade that fronts onto a public street, but are excepted from the 50’ requirement.
- Corner buildings shall be considered to have two frontages, but may designate one frontage as the principal frontage that meets all of the standards of this section. The other frontage shall meet all of the standards of this section for at least the first 25 feet of building facade, and shall maintain the required front building line for at least the first 40’ of the side frontage.

Pitched Roof Massing:

- One story buildings with a pitched roof shall have a maximum cornice/eaves height of 18’.
- Two story buildings with a pitched roof shall have a maximum cornice/eaves height of 26’.
- Pitched roofs must not extend more than 10’ above the eaves if the roof pitch is 5:12 to 13:12.
- Pitched roofs must not extend more than 16’ above if the roof pitch is 14:12 to 20:12. Pitched roofs sloped greater than 20:12 will not be allowed.
- No building shall exceed 42’ in height.
- Pitched roof structures may contain additional floor area which may be occupied without counting towards the story maximum for purposes of the Regulating Plan, provided any additional floor area is associated with and accessory to the floor area of the inferior story. In this condition, the maximum cornice height may be exceeded by 3’, provided that a transparency of 15% to 45% is provided for the half-story through the use of dormers.

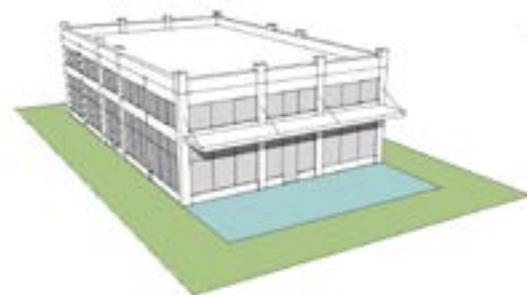
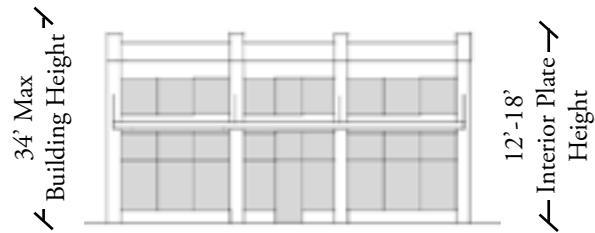
Flat Roof Massing:

- Parapets must extend a minimum of 3’ above the top of the roof structure.
- Parapets must occur within the maximum building height.
- Buildings or store spaces with a flat roof and parapet are not required to have a cornice/eaves line distinct from the top of the parapet.
- All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

Bay Rhythm:

- Differentiated bays should be expressed on each facade of a building or store space directly fronting a public space or street.
- Bays shall be a minimum of 25’ and a maximum of 50’ wide on Primary Frontages. On any facade that is visible from a public right of way that is directly adjacent to an area of Primary Frontage, at least one bay shall be articulated on the corner adjacent to the Primary Facade. Where these facades are over 60’ in length, they must have architectural articulation, such as bays or pilasters, for at least 20% of the facade in addition to the first bay adjacent to the Primary Facade.

ONE STORY BUILDINGS

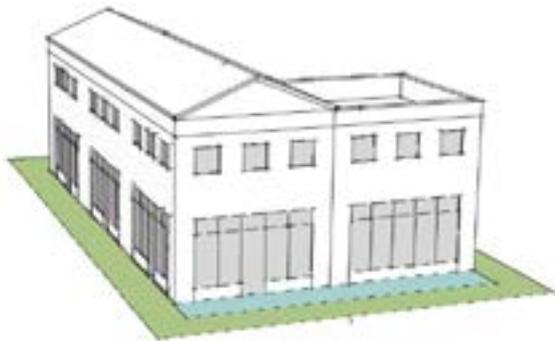
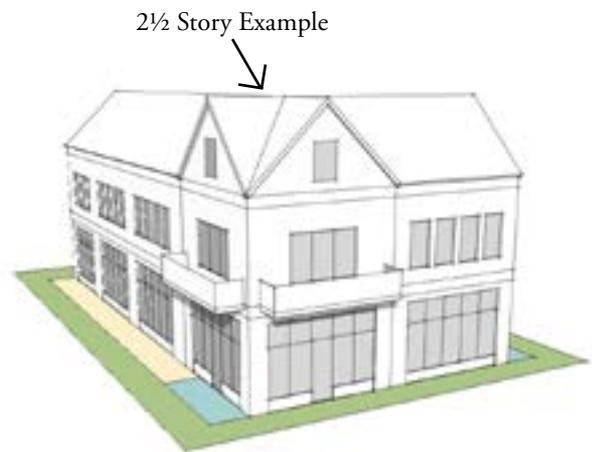


MASSING DIAGRAMS

FREE-STANDING BUILDINGS

ONE-AND-A-HALF STORY BUILDINGS

TWO STORY BUILDINGS





The Residential Building Typology will allow for a unique lifestyle environment where residents can live and walk to the shops, restaurants, and office space of the Lane Parke and the Village. Buildings constructed in accordance with this Typology should be pedestrian in scale and in keeping with the character of Lane Parke.

The Residential Building Typology is mid-scale (2 to 4 stories). Each building's relationship to public streets, open spaces, and surrounding buildings should be taken into consideration as material and massing decisions are made to ensure each elevation is sympathetic with the structures and spaces around it. Design professionals should work to minimize the impact of the building's height on the character of the surrounding areas utilizing techniques including but not limited to:

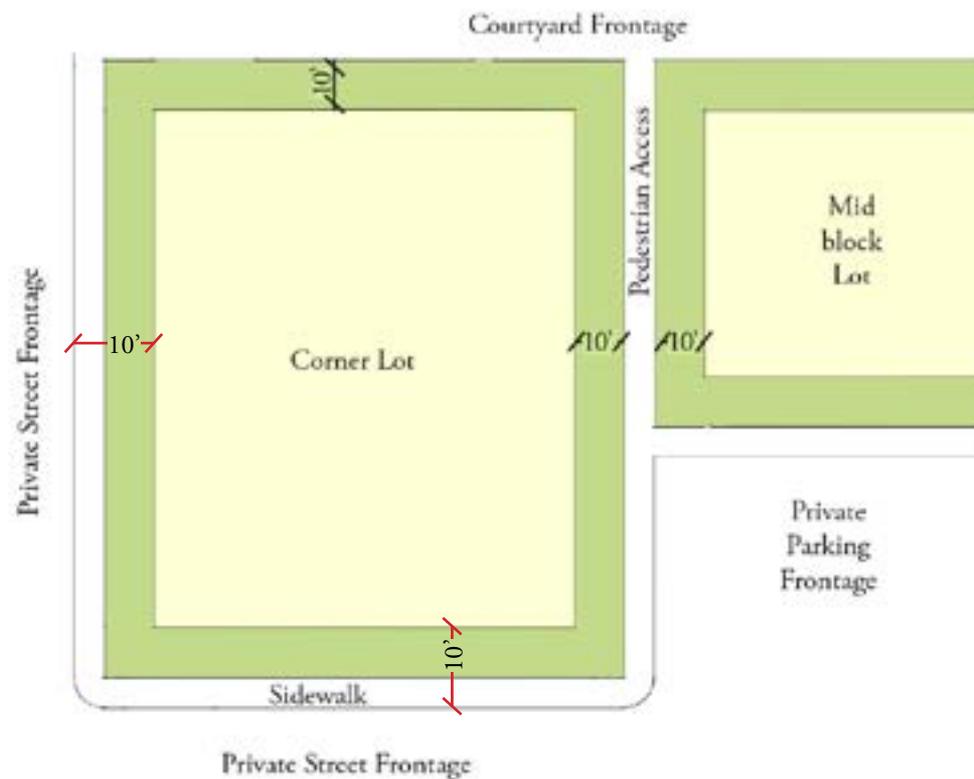
- Stepping down the facade at primary street frontages
- Providing additional set backs from the street

The following pages detail lot, height and massing standards that govern Residential Buildings to ensure they remain in character with the existing Village. Residential Buildings shall meet the following building standards, which standards shall control over any conflicting provisions of the Village Overlay Standards or of the Residence G Standards.

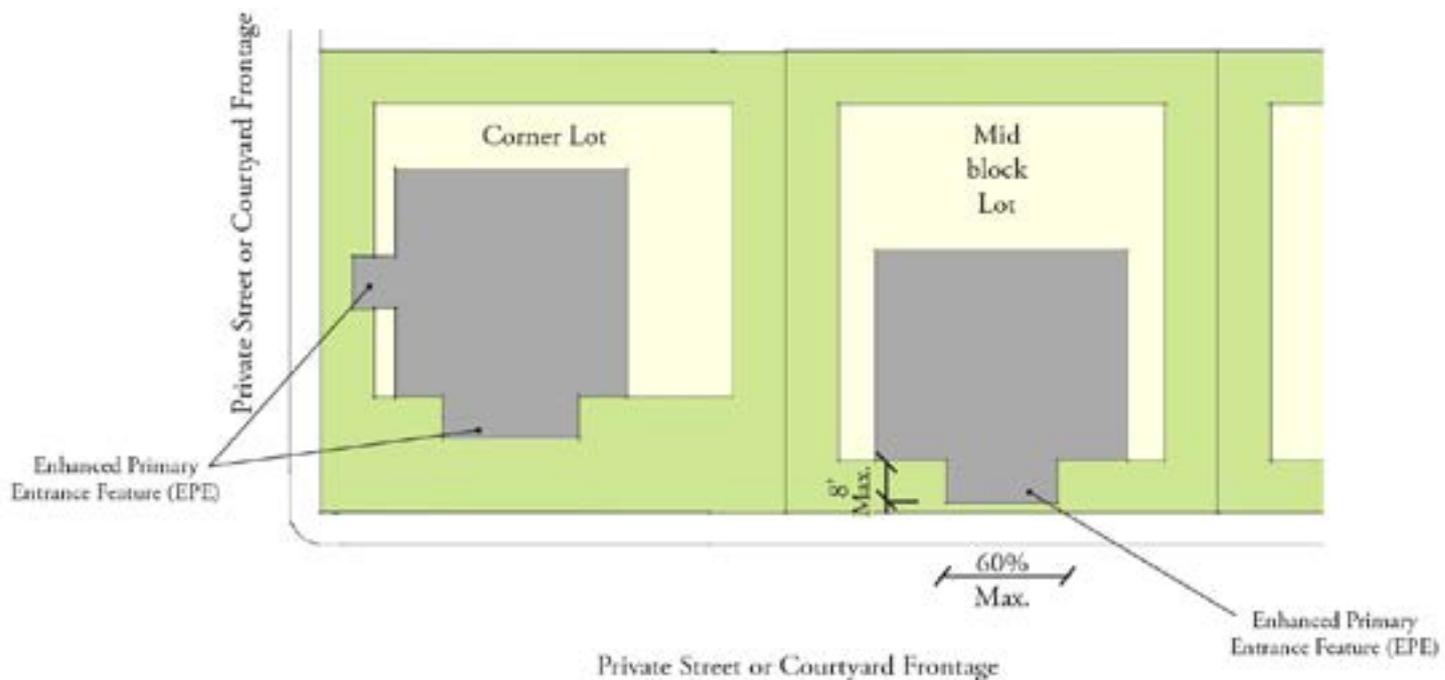
LOT LAYOUT NOTES:

	SETBACK
	ALLOWABLE BUILDING FOOTPRINT
	BUILDING FOOTPRINT

- There is no minimum or maximum required lot depth.
- There is no minimum or maximum required lot width.
- Maximum lot coverage is 60% of the buildable area. Any open space required on the lot shall reduce the maximum lot coverage.
- Side setbacks between buildings is 10% of the lot width or 10', whichever is less, provided building code separation requirements are met with additional easements.
- An Enhanced Primary Entrance feature may extend up to 8' beyond the constructed front building line of the building provided: (a) It occupies no more than 60% of the front façade on each lot, (b) it remains unenclosed, with no fixed windows or screen, (c) any roof structure on or associated with the feature is up to one and one-half stories; and, (d) it is designed as an extension of the primary building using the same foundation, building materials, architectural styles and ornamentation as the primary building.
- All references to a lot or depictions of a lot line shall refer to a land condominium Unit or the boundary line of a land condominium Unit, or if no applicable land condominium Unit has been established, then to a Parcel or the boundary line of such Parcel.
- Lot references shall not refer to a condominium Unit other than a land condominium Unit.



Private Street Frontage Lot Configuration



NOTES

Transparency:

- On the face fronting the primary street, hereafter called the “Primary Facade”, the first story shall have a transparency of 15% to 40% of the façade.
- On the Primary Facade, each upper story shall have a transparency of 15% to 40% of the facade.
- Bay windows and balconies may extend up to 5’ over the front building line on upper stories, and shall extend a minimum of 3’ and a maximum of 5’ from the building façade.
- Each building shall have at least one Enhanced Primary Entrance (EPE).

Pitched Roof Massing:

- For buildings fronting on Park Lane Court South and/or Main Street, ground floor elevation is required to be 1.5’ to 4’ above grade at front building line. (“Leasing” office in residential component excluded).
- Two story buildings with a pitched roof shall have a maximum cornice/eaves height of 26’. Three story buildings shall have a maximum cornice/eaves height of 36’. Four story buildings shall have a maximum cornice/eaves height of 46’ with a maximum building height of 66’.
- Acceptable roof pitch range is 5:12 to 14:12.
- Pitched roofs must not extend more than 20’ above the eaves.
- Pitched roof structures may contain additional floor area which may be occupied without counting towards the story maximum for purposes of the Regulating Plan, provided any additional floor area is associated with and accessory to the floor area of the inferior story. In this condition, the maximum cornice height may be exceeded by 3’, provided that a transparency of 15% to 45% is provided for the half-story through the use of dormers.

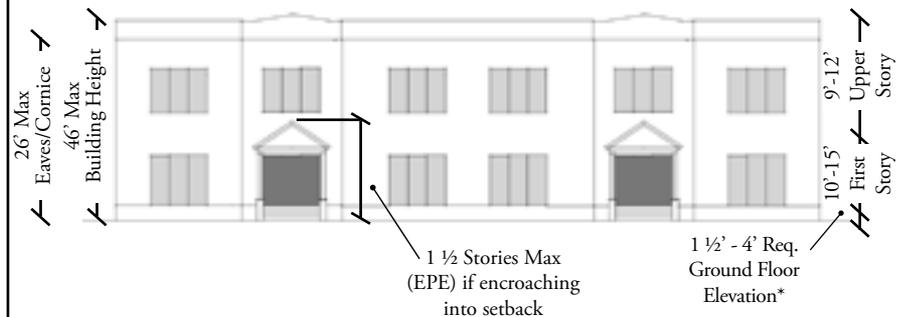
Flat Roof Massing:

- Parapets must extend a minimum of 3’ above the top of the roof structure if utilized.
- Parapets must occur within the maximum building height.
- Buildings or residential spaces with a flat roof and parapet are not required to have a cornice/eaves line distinct from the top of the parapet.
- All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skim of the building or internal to the block.

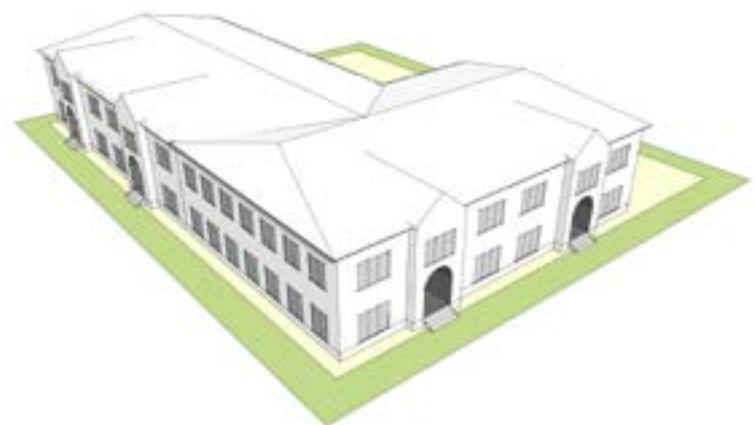
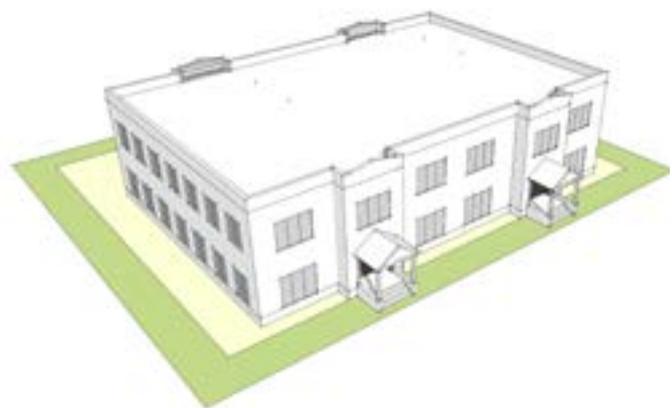
Bay Rhythm:

- Differentiated bays should be expressed on each face of a building or residential space directly fronting a public space or street.
- Bays shall be a minimum of 25’ and a maximum of 50’ wide on Primary Frontages. On any facade that is visible from a public right of way that is directly adjacent to an area of Primary Frontage, at least one bay shall be articulated on the corner adjacent to the Primary Facade. Where these facades are over 60’ in length, they must have architectural articulation, such as bays or pilasters, for at least 20% of the facade in addition to the first bay adjacent to the Primary Facade.

2 STORY BUILDINGS



* For buildings fronting on Park Lane Court South and/or Main Street, (“Leasing” office in residential component excluded).



MASSING DIAGRAMS

RESIDENTIAL BUILDINGS

3 STORY BUILDINGS



* For buildings fronting on Park Lane Court South and/or Main Street, ("Leasing" office in residential component excluded).

4 STORY BUILDINGS



* For buildings fronting on Park Lane Court South and/or Main Street, ("Leasing" office in residential component excluded).





The Inn Building Typology is designed to retain the pedestrian scale, elegant design and overall character of the Village.

The Inn Building is mid-scale (up to 4 stories). An Inn Building should be designed to ensure that the massing, scale and character of the building is sympathetic to and does not overwhelm the pedestrian experience or other structures in the Village and along Lane Park Road.

The following standards permit differences in height, orientation, mass, scale and design essential to creating a sense that Lane Parke evolved over time and grew out of the existing Village. Design professionals should work to minimize the impact of the building's height on the character of the surrounding areas utilizing techniques including but not limited to:

- Stepping down the facade at primary street frontages
- Providing additional set back from the street

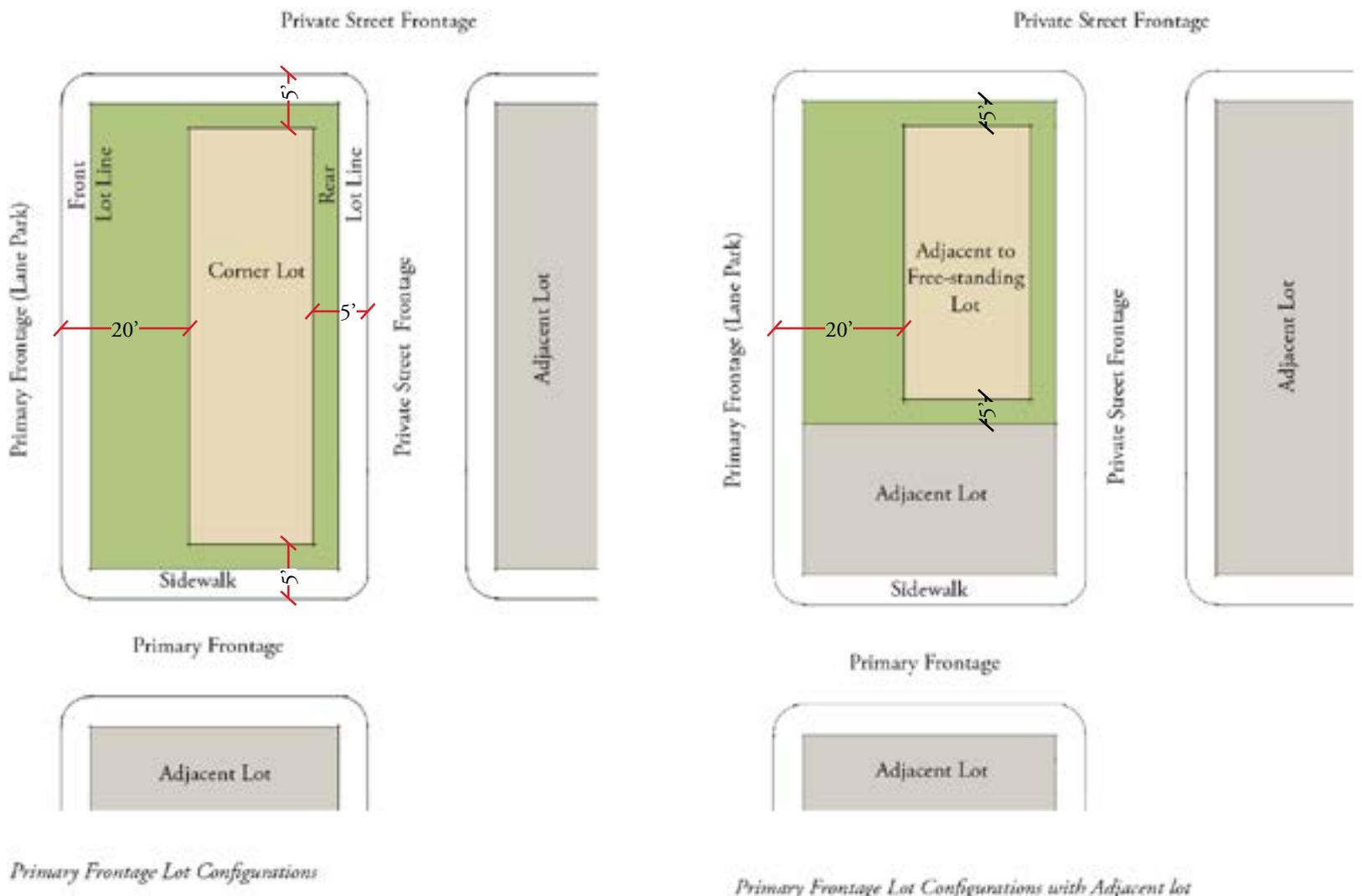
The following pages detail height, massing and orientation standards that govern Inn Buildings to ensure any such structure will remain in character with the existing Village. An Inn Building shall meet the following building standards, which standards shall control over any conflicting provisions of the Village Overlay Standards or of the Local Business District Standards.

LOT LAYOUT NOTES:

- There is no minimum or maximum required lot depth.
- There is no minimum or maximum required lot width.
- Maximum lot coverage is 90% of the buildable lot area. Any open space required on the lot shall reduce the maximum lot coverage. Pedestrian and vehicular access drives shall not count against the lot coverage.
- All references to a lot or depictions of a lot line shall refer to a land condominium Unit or the boundary line of a land condominium Unit, or if no applicable land condominium Unit has been established, then to a Parcel or the boundary line of such Parcel.
- Lot references shall not refer to a condominium Unit other than a land condominium Unit.
- *If convenient onsite parking is desired, a discrete single two-level parking structure may will be allowed, provided that the parking surface for the first level must be below the surrounding grade.*
- *The parking structure shall be set back as described below and shall be screened the view of cars from Lane Park Road with a landscape buffer which meets or exceeds the provisions of Section 129-296 of the Mountain Brook City Code.*
- *The parking structure massing and façade shall be integrated into the primary Inn Building facade.*

LEGEND

	SETBACK
	ALLOWABLE BUILDING FOOTPRINT
	ADJACENT LOT

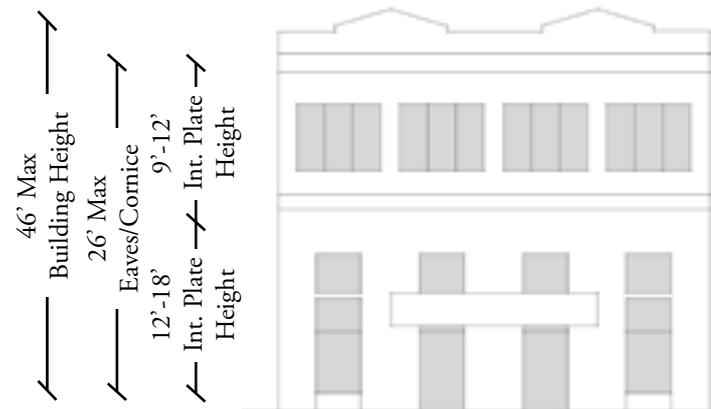


NOTES

TWO STORY BUILDINGS

Transparency:

- On the face fronting the primary street, hereafter called the “Primary Facade”, the first story shall have a transparency of 15% to 40% of the facade.
- On the Primary Facade, each upper story shall have a transparency of 15% to 40% of the facade.
- Bay windows and balconies may extend up to 5’ over the front building line on upper stories, and shall extend a minimum of 3’ and a maximum of 6’ from the building facade.



Pitched Roof Massing:

- Two story buildings with a pitched roof shall have a maximum cornice/eaves height of 26’ with a maximum building height of 46’. Three story buildings shall have a maximum cornice/eaves height of 36’ with a maximum building height of 56’.
- No building shall exceed 4 stories (maximum eaves height of 46’ in height;; max. building height of 66’) Towers and other appropriate architectural features that extend above the roof must fall within this maximum height. No parapet shall exceed 6’ in height from the highest interior plate height.
- Pitched roofs must not extend more than 12’ above the eaves if the roof pitch is 5:12 to 13:12.
- Pitched roofs must not extend more than 20’ above if the roof pitch is 14:12 to 20:12. Pitched roofs sloped greater than 20:12 will not be allowed. Any steeply pitched roof that exceeds 16’ in height shall utilize dormers, gables, or other forms to break up the roof mass.
- Pitched roof structures may contain additional floor area which may be occupied without counting towards the story maximum for purposes of the Regulating Plan, provided any additional floor area is associated with and accessory to the floor area of the inferior story. In this condition, the maximum cornice height may be exceeded by 3’, provided that a transparency of 15% to 45% is provided for the half-story through the use of dormers.
- Flat roof structures may contain additional floor area built into or behind the parapet wall. In this condition, the parapet height may be increased to the maximum building height to screen the occupied space provided the increased parapet occupies less than 45% of the length of the building facade.

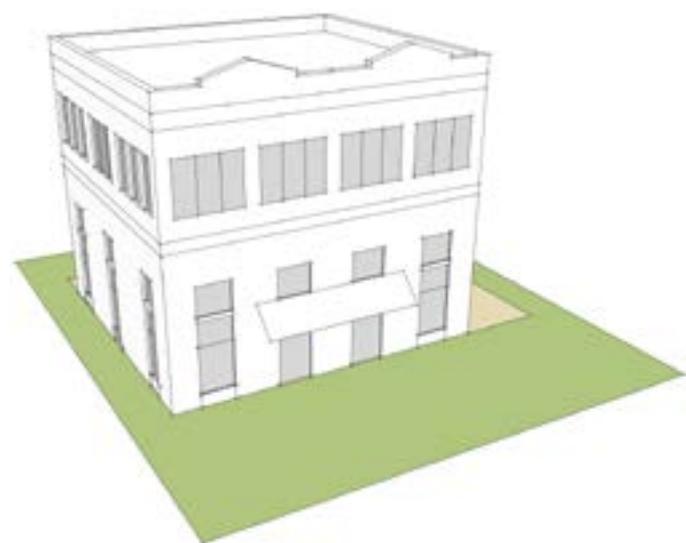


Flat Roof Massing:

- Parapets must extend a minimum of 3’ above the top of the roof structure.
- Parapets must occur within the maximum building height.
- Buildings or store and inn spaces with a flat roof and parapet are not required to have a cornice/eaves line distinct from the top of the parapet.
- All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

Bay Rhythm:

- Differentiated bays should be expressed on each facade of a building or store and inn space directly fronting a public space or street.
- Bays shall be a minimum of 20’ and a maximum of 30’ wide on Primary Frontages. On any facade that is visible from a public right of way that is directly adjacent to an area of Primary Frontage, at least one bay shall be articulated on the corner adjacent to the Primary Facade. Where these facades are over 60’ in length, they must have architectural articulation, such as bays or pilasters, for at least 20% of the facade in addition to the first bay adjacent to the Primary Facade.



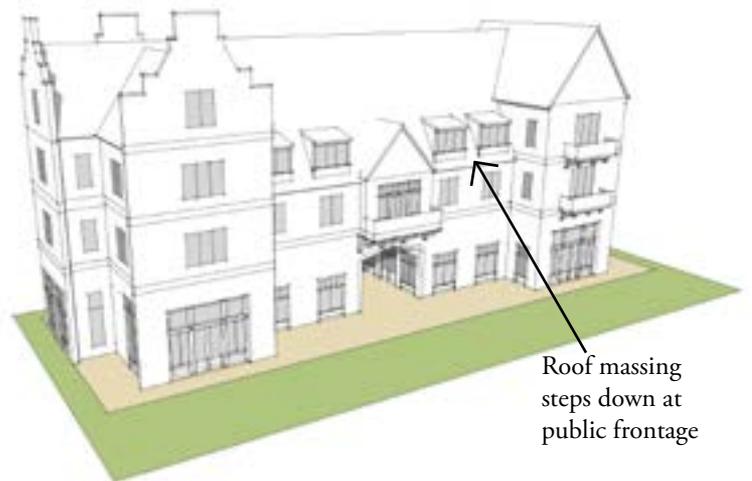
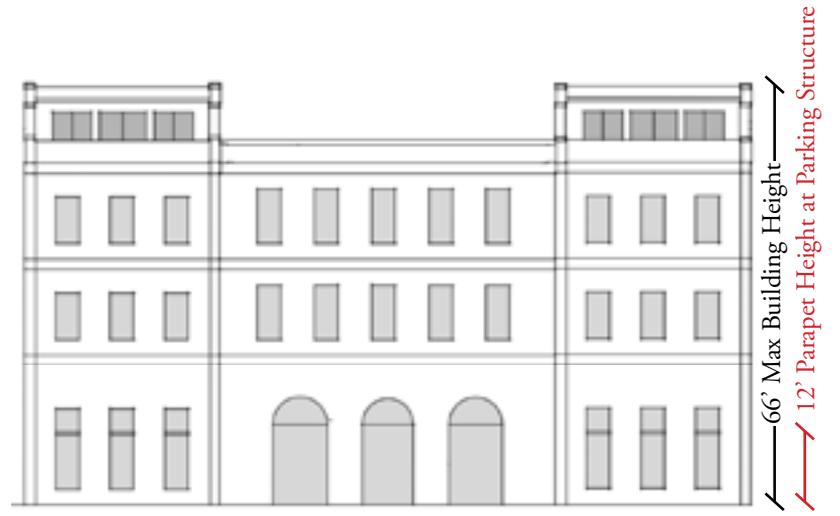
MASSING DIAGRAMS

INN BUILDING

THREE STORY BUILDINGS



FOUR STORY BUILDINGS





The Parking Structure Typology is necessary to support the parking requirements of the proposed uses in Lane Parke. However, the Parking Structures must be designed in a manner that does not compromise the pedestrian scale and character of the Village. By concealing the Parking Structure and concentrating parking areas, the Parking Structure Typology helps encourage pedestrian activity and frees up more space for parks and public areas. The Parking Structure Typology is new to the Village.

The Parking Structure Typology is designed to accommodate functional parking spaces behind or above other structures. The Parking Structure Typology should occur on the interior of blocks and be masked from view by the other Building Typologies or design features so as to provide interest and variation along the street. Like the other typologies, this building type is mid-scale (1 to 3 stories) to retain the character of the Village. The parking areas must not be directly visible from any Primary Frontages. Any views from Secondary Frontages need to be well screened and architecturally articulated. Entries to such parking structures that are visible from any public right of way must meet the requirements of the Parking Structure Typology or of the other applicable Building Typologies as set forth in the regulating plan.

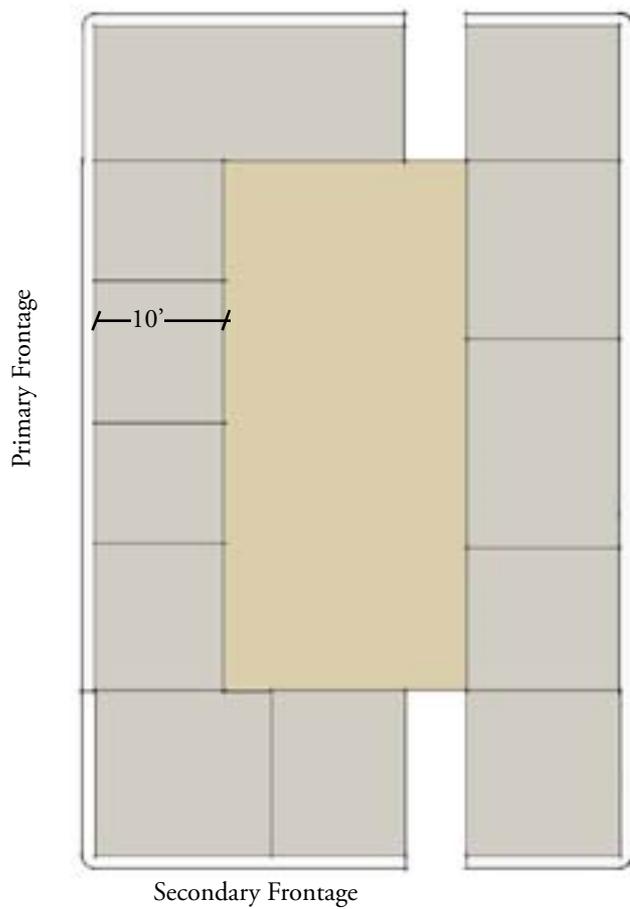
The next pages detail height, massing and orientation standards that govern the Parking Structure to ensure they remain in character with the existing Village. The Parking Structure shall meet the following building standards, which standards shall control over any conflicting provisions of the Village Overlay Standards or of the Local Business District Standards.

Lot Layout Notes:

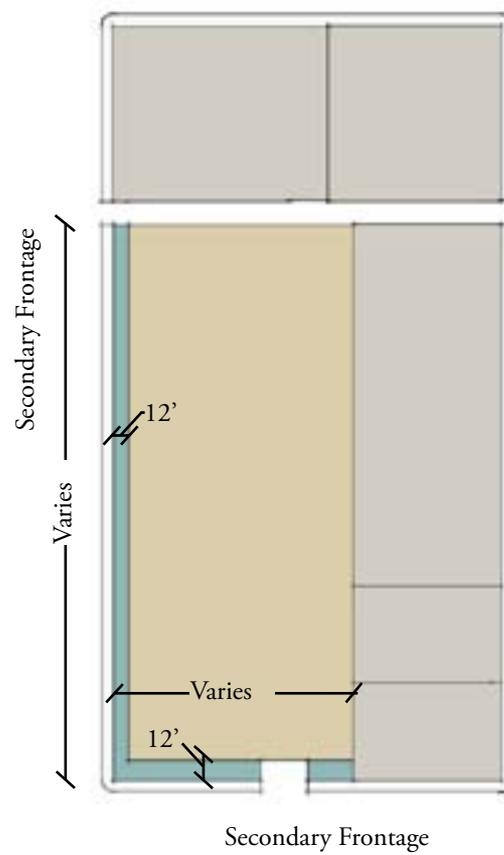
- There is no minimum or maximum required lot depth.
- There is no minimum or maximum required lot width.
- The front facade of the building must occur in the Build-To Zone.
- Exceptions to the Street Wall Coverage requirements may be permitted to comply with the Open Space Requirements.
- All references to a lot or depictions of a lot line shall refer to a land condominium Unit or the boundary line of a land condominium Unit, or if no applicable land condominium Unit has been established, then to a Parcel or the boundary line of such Parcel.
- Lot references shall not refer to a condominium Unit other than a land condominium Unit.

LEGEND

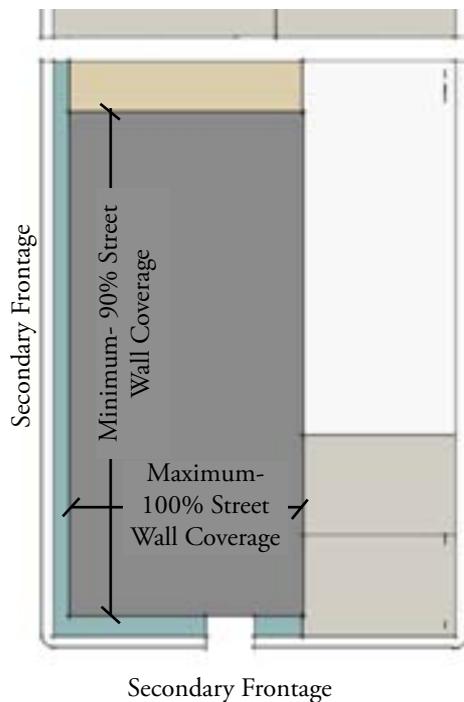
	BUILD-TO ZONE
	ADJACENT LOTS
	BUILDING FOOTPRINT
	ALLOWABLE BUILDING FOOTPRINT



Mid-block Lot Configuration



Corner Lot Configuration



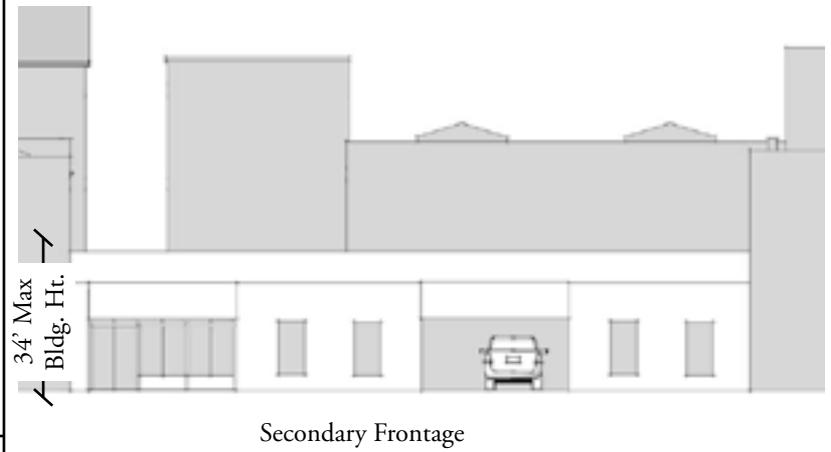
Street Wall Coverage Requirements



ONE STORY BUILDINGS

Transparency:

- On the facade fronting the primary street, hereafter called the “Primary Facade”, Parking Structures must be lined by commercial space which conforms to one of the applicable Building Typologies as set forth in the Regulating Plan.
- On any facade that faces Secondary Frontage, the first story shall have a transparency 40% to 70% of the facade on the first floor and each upper story shall have a transparency 15% to 60% of the facade. Any other facades that are visible from a public right of way, both the first story and upper stories shall have a minimum transparency of 40%.
- Vehicular entries into Parking Structures should occur on Secondary or Service Frontage where possible. An entry may occur on an area of Primary Frontage provided that the Parking Structure is behind liner buildings of at least 10’ in depth.



Roof Massing:

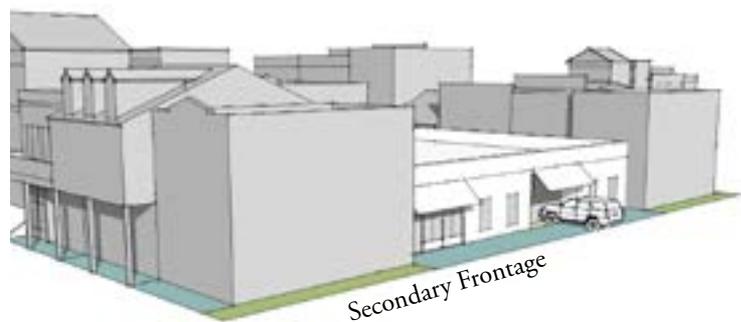
- One story buildings may contain one story of parking above grade and shall be a maximum of 34’ in height.
- Two story buildings may contain two stories of parking above grade and shall be a maximum of 42’ in height.
- Parapets must extend a minimum of 42” above the top of the floor structure at the highest level of parking.
- Parapets must occur within the maximum building height.
- Buildings with a flat roof and parapet are not required to have a cornice/ eaves line distinct from the top of the parapet.
- All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.
- At the option of the city, upon its election to construct the Optional City Parking Level on the Parking Structure, three story buildings may be permitted that contain three stories of parking above grade and shall be a maximum of 46’ in height.

Architectural Features:

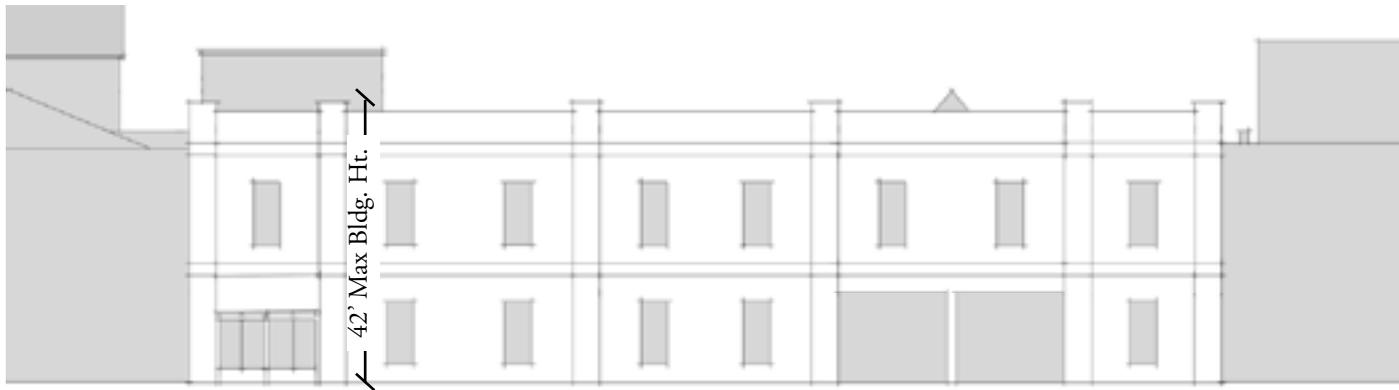
- Stair towers may exceed the maximum building height if designed in accordance with the Architectural Features requirements in the General Design Guidelines, except that such stair tower may be located at any location within such Parking Structure.

Bay Rhythm:

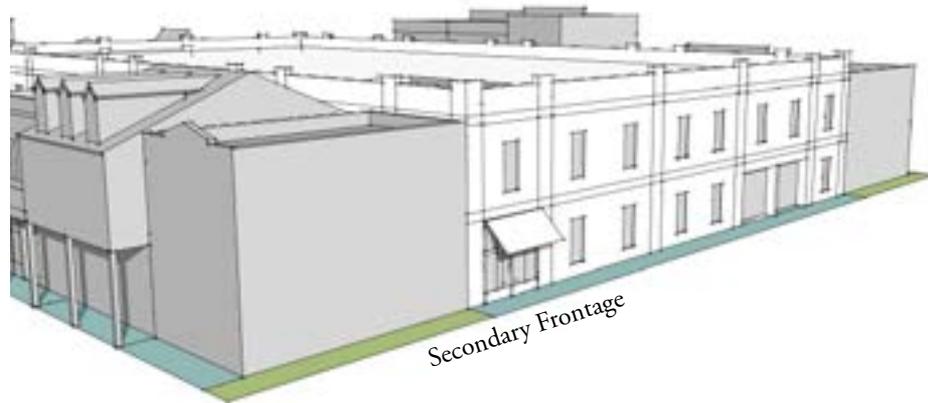
- Differentiated bays should be expressed on each facade of a building directly fronting a public space or street.
- Bays shall be a minimum of 25’ and a maximum of 50’ wide on Primary Frontages. On any facade that is visible from a public right of way that is directly adjacent to an area of Primary Frontage, at least one bay shall be articulated on the corner adjacent to the Primary Facade. Where these facades are over 60’ in length, they must have architectural articulation, such as bays or pilasters, for at least 20% of the facade in addition to the first bay adjacent to the Primary Facade.



TWO STORY BUILDINGS



Secondary Frontage





The Grocery Building Typology in Lane Parke should be designed in a manner that does not compromise the pedestrian character of the Village. Careful consideration must be given to integrate the large massing of the structure as well as high parking and visibility requirements into the fabric of the village streets and blocks.

The Grocery Building Typology shall be located along secondary streets (or private street frontages) only. Facades of the building visible from a public right of way should be lined with Street Front Building(s) or other appropriate typologies. If a facade immediately fronts a public right of way without liner buildings, then it must be detailed in a manner consistent with adjacent building typologies. Surface parking requirements shall have limited frontage on streets and should be screened with enhanced landscaping.

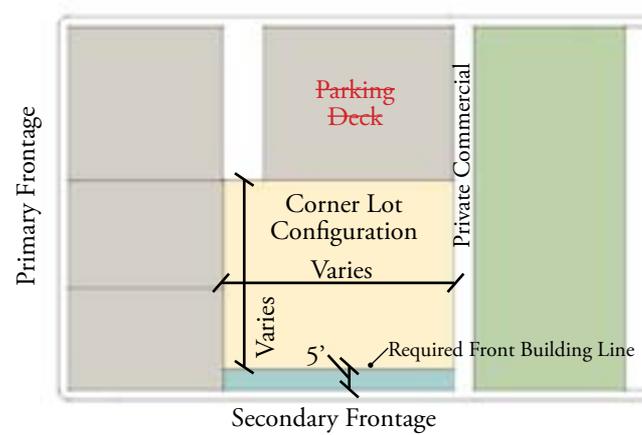
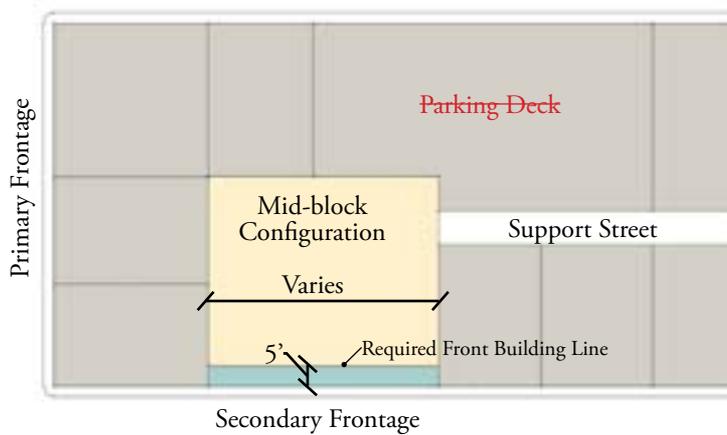
The following pages detail height, massing and orientation standards that govern a Grocery Building to ensure any such structure it will remain in character with the existing Village. A Grocery Building shall meet the following building standards, which standards shall control over any conflicting provisions of the Village Overlay Standards or of the Local Business District Standards.

LEGEND

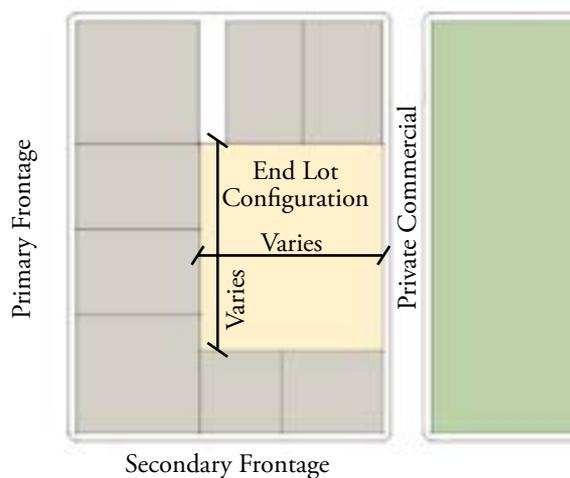
	BUILD-TO ZONE
	GREEN SPACE
	ALLOWABLE BUILDING FOOTPRINT & SURFACE PARKING
	RESIDENTIAL LOT
	BUILDING FOOTPRINT
	ADJACENT COMMERCIAL LOTS

LOT LAYOUT NOTES:

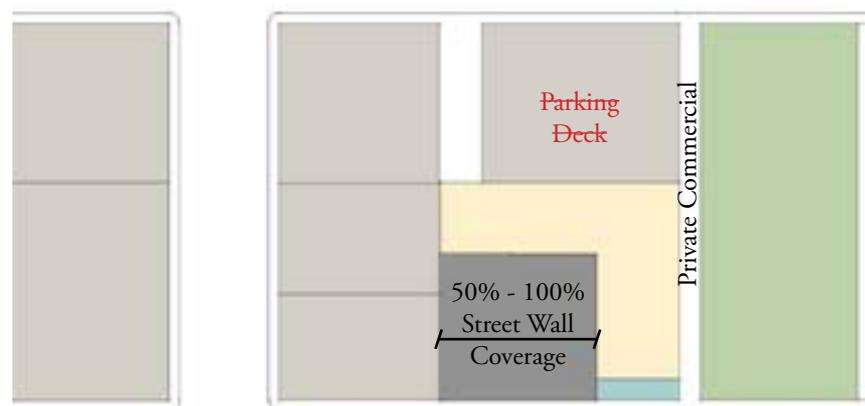
- There is no minimum or maximum required lot depth.
- There is no minimum or maximum required lot width.
- The front facade of the building must occur in the Build-To Zone if fronting a Primary or Secondary Frontage. No build-to requirements shall apply if the front façade of the building is facing a Private Frontage.
- Exceptions to Street Wall Coverage requirements may be permitted for the following: a) to comply with the Open Space Requirements, b) to create Open Space for plaza or street market.
- Maximum lot coverage is 90% of the buildable lot area. Any open space required on the lot shall reduce the maximum lot coverage. Pedestrian and vehicular access drives shall not count against the lot coverage.
- All references to lot or depictions of a lot line shall refer to a land condominium Unit or the boundary line of a land condominium Unit, or if no applicable land condominium Unit has been established, then to a Parcel or the boundary line of such Parcel.
- Lot references shall not refer to a condominium Unit other than a land condominium Unit.



Primary Frontage Corner and Mid-Block Lot Configurations



End Lot Configurations



Street Wall Coverage Requirements

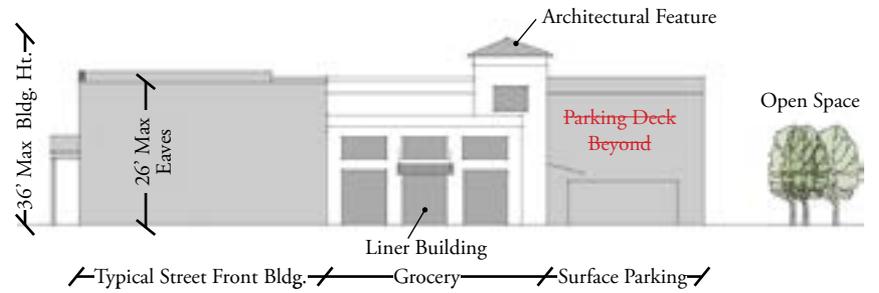


NOTES

ONE STORY BUILDINGS

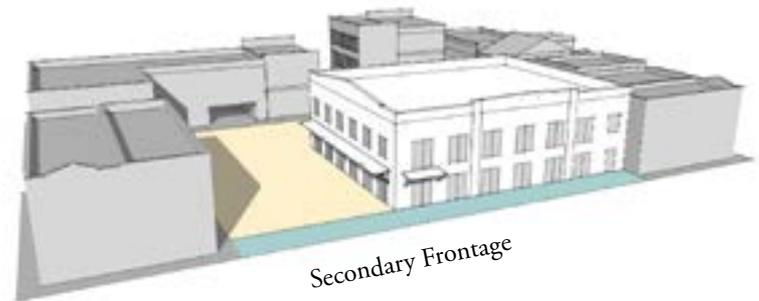
Transparency:

- On any facade that faces a Secondary Frontage, the first story shall have a transparency of 40% to 70% of the facade on the first floor and each upper story shall have a transparency of 15% to 60% of the facade. Any other facades that are visible from a public right of way, both the first story and upper stories shall have a minimum transparency of 40%.
- Frontages visible from public right of ways may be lined with commercial space that conforms to one of the applicable Building Typologies as set forth in the Regulating Plan.
- Vehicular entries to parking should occur on Secondary Private or Service Frontage. An entry may occur on an area of Primary Frontage, provided that the building is behind liner buildings of at least 10' in depth.



Pitched Roof Massing:

- One story buildings with a pitched roof shall have a maximum cornice/eaves height of 26'.
- Pitched roofs must not extend more than 10' above the eaves if the roof pitch is 5:12 to 13:12.
- Pitched roofs must not extend more than 16' above if the roof pitch is 14:12 to 20:12. Pitched roofs sloped greater than 20:12 will not be allowed.
- No building shall exceed 36' in height.
- Pitched roof structures may contain additional floor area which may be occupied without counting towards the story maximum for purposes of the Regulating Plan, provided any additional floor area is associated with and accessory to the floor area of the inferior story. In this condition, the maximum cornice height may be exceeded by 3', provided that a transparency of 15% to 45% is provided for the half story through the use of dormers.

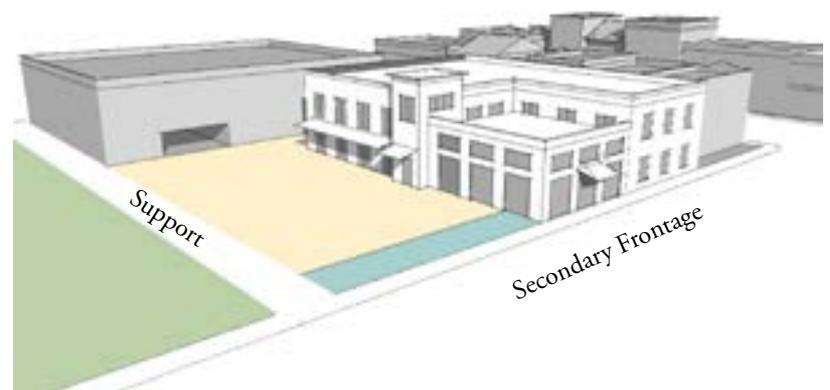


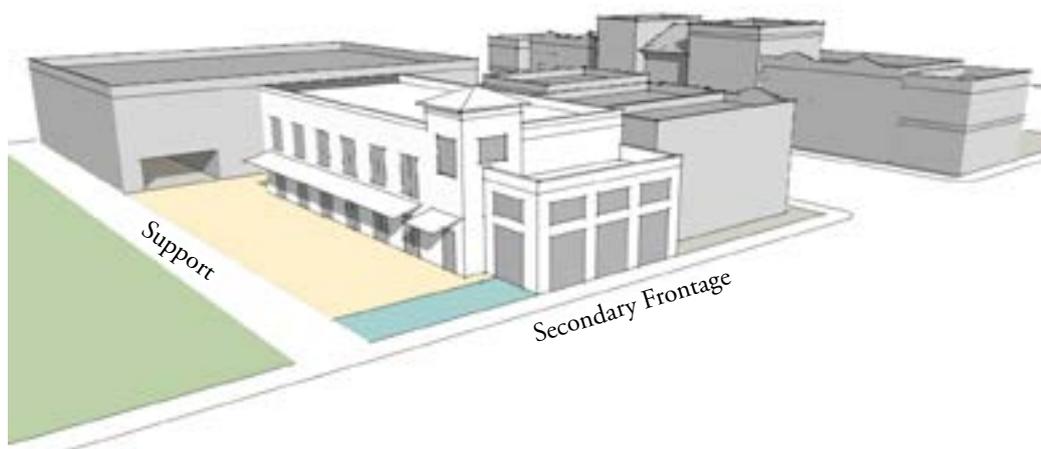
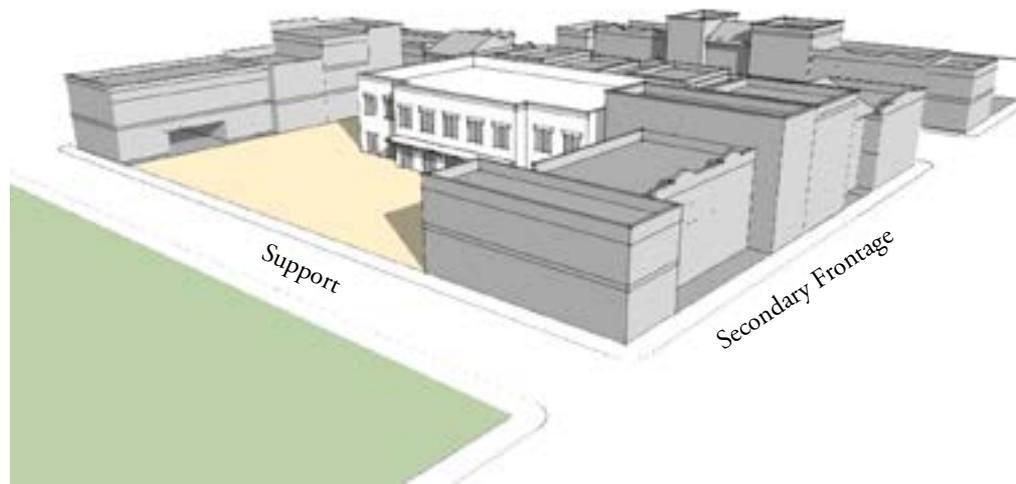
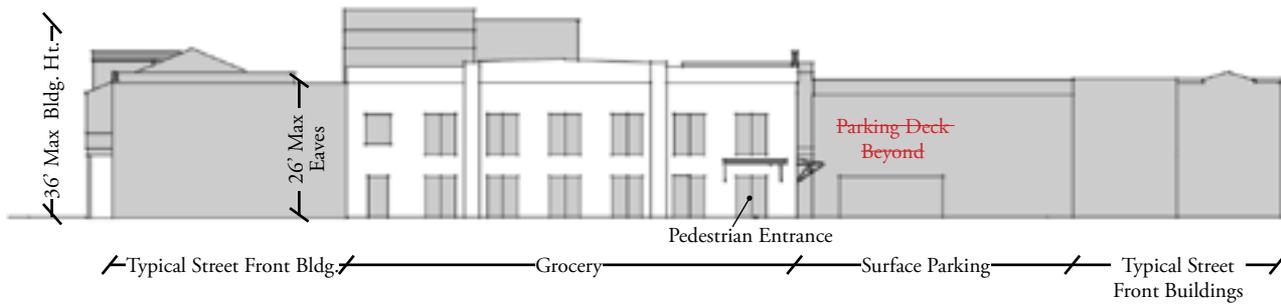
Flat Roof Massing:

- Parapets must extend a minimum of 3' above the top of the roof structure. This minimum height is intended to ensure that all rooftop equipment is hidden from public view.
- Parapets must occur within the maximum building height.
- Buildings or store spaces with a flat roof and parapet are not required to have a cornice/eaves line distinct from the top of the parapet.
- All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

Architectural Features:

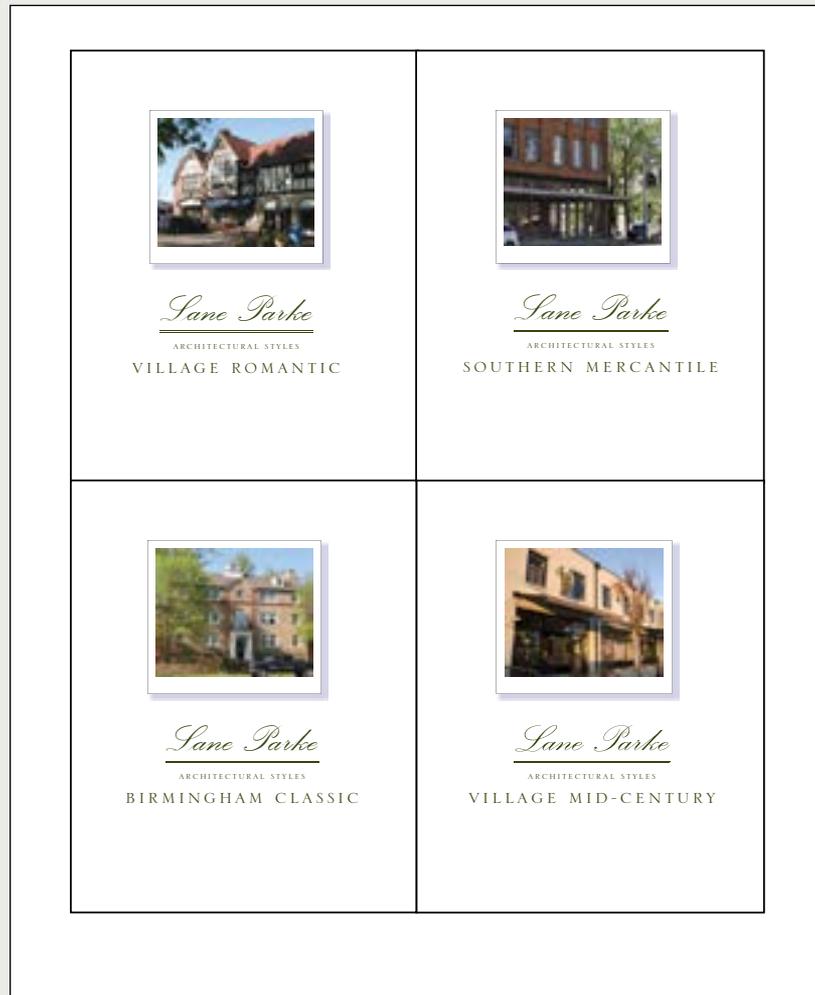
- Buildings are limited to one story.
- Internal mezzanine floors are permitted within allowable ceiling height.
- Differentiated bays should be expressed on each facade of a building or store space that is over 60' wide and is directly fronting a public space or street.
- Bays shall be a minimum of 20' and a maximum of 30'; they must have architectural articulation, such as piers or pilasters.





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Lane Parke

ARCHITECTURAL STYLES

Each building or façade within Lane Parke shall be designed in accordance with one or more of the following Architectural Styles: (i) Village Romantic, (ii) Southern Mercantile, (iii) Birmingham Classic and (iv) Village Mid-Century. The design of each building, façade, store space or residential space shall conform to the guidelines established herein for the designated Architectural Style, including the Identifying Features and Design Concepts, which must be approved in accordance with the Design Review Process. Multiple Architectural Styles may be applied to the following Building Typologies: (i) Street-Front Buildings, (ii) Free-Standing Buildings, (iii) Residential Buildings, (iv) Inn Building, (v) a Parking Structure, and (vi) Grocery Building. Multiple Architectural Styles shall, when appropriate, be applied to the façades of any Street-Front Building that occupies the length of a block in order to create architectural diversity (taking into consideration the architectural diversity of surrounding buildings). For each Architectural Style, example photographs and illustrations have been included as reference material, provided however, such Design Examples shall not be construed as final designs, nor shall such Design Examples be construed to require the incorporation of any particular design element represented therein. Final designs may vary from such Design Examples provided such designs substantially conform to the guidelines established for the designated Architectural Style. The standards for each Architectural Styles shall control over any conflicting provisions of the Village Overlay Standards, the Local Business District Standards or the Residence G Standards.





The VILLAGE ROMANTIC Architecture Style is based on the extensive palette of existing precedent within Mountain Brook Village and the larger Shades Valley area. Mountain Brook and the surrounding villages were developed during the early twentieth-century when the turn-of-the-century romantic movements influenced many architects, planners, and developers. The ultimate source of these movements is the reverence of the traditional European village and its values expressed in quality, natural building materials and a rich variety of simple massed forms.

Roofs are steeply pitched, typically 11:12 to 20:12, and front facing gables are very common and encouraged individually or in groups. Walls are masonry or stucco with half-timbering, stucco, shingle, or siding as upper story surfacing of in gable infill, often beginning over the window head trim. Windows are grouped vertically and horizontally to create larger glazed openings, with the upper sash of all windows being divided into smaller panes over a single pane lower sash. Turrets, arches, bays, brackets, dormers, and chimneys all embellish and add character to Village Romantic structures.

APPROPRIATE BUILDING TYPOLOGIES

- Street-Front Buildings
- Free Standing
- Residential
- Inn

IDENTIFYING FEATURES

1. STEEPLY PITCHED ROOFS (11/12 TO 20/12)
2. PICTURESQUE MASSING, OFTEN ASYMMETRICAL IN OVERALL COMPOSITION
3. SECOND STORY OR OTHER KEY ELEMENTS PROJECT FROM MAIN WALL PLANE
4. MASONRY WALLS ON GROUND LEVEL OF MULTI-STORY BUILDINGS
5. POLYGONAL TURRETS OR TOWERS AT INSIDE CORNERS
6. HALF-TIMBERED WALL SURFACE TREATMENT

APPROPRIATE BUILDING MATERIALS

- Wall materials: brick, painted brick, stucco, and stone masonry
- Trim/accent materials: brick, cutstone, cast stone, and wood
- Roofing materials: slate, flat clay or concrete tiles, metal or composite architectural shingles

ADDITIONAL RESOURCES

- *Designs on Birmingham* edited by Philip Morris and Marjorie White, published by the Birmingham Historical Society.
- *Mountain Brook Village: Then & Now* by Linda Nelson and Marjorie White, published by the Birmingham Historical Society.
- *The Abrams Guide to American House Styles* by William Morgan.
- *A Field Guide to American Houses* by Virginia and Lee McAlester.
- *American Houses: A Field Guide* by Gerald Foster







VILLAGE ROMANTIC DESIGN CONCEPTS

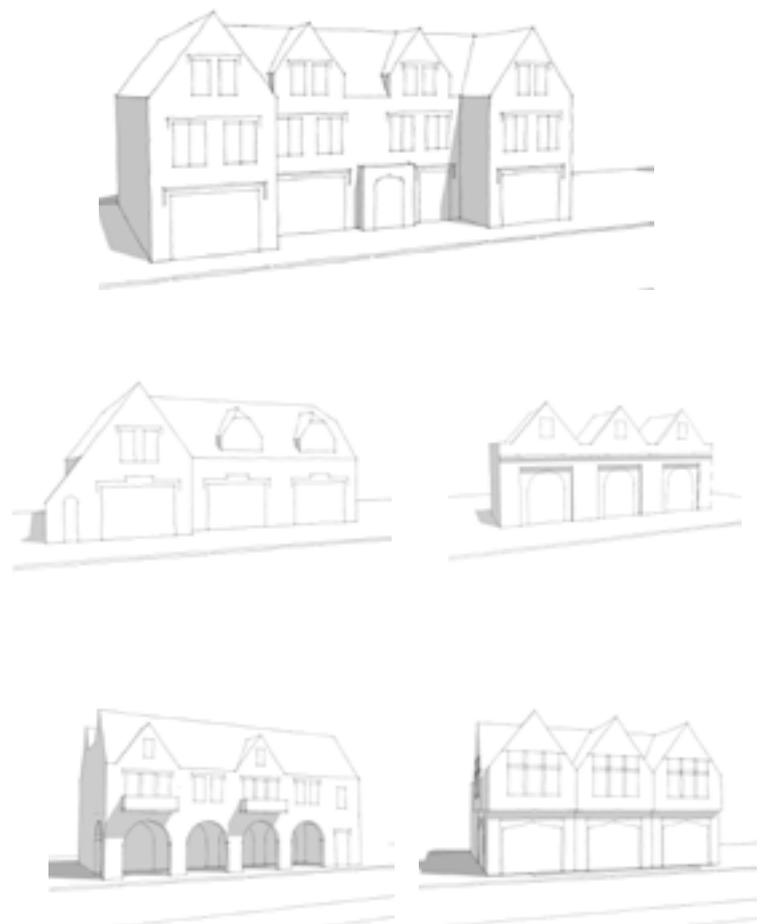
SYMMETRY - A Village Romantic building will have a picturesque structural order guided by the eye for an overall harmonious composition. Bilateral building symmetry is not common and is discouraged. Individual design elements or groups of elements can be symmetrical to each other however. While this apparent contradiction makes the style more difficult to prescribe than others, the results of a well composed Village Romantic building will have a timeless, charming character.

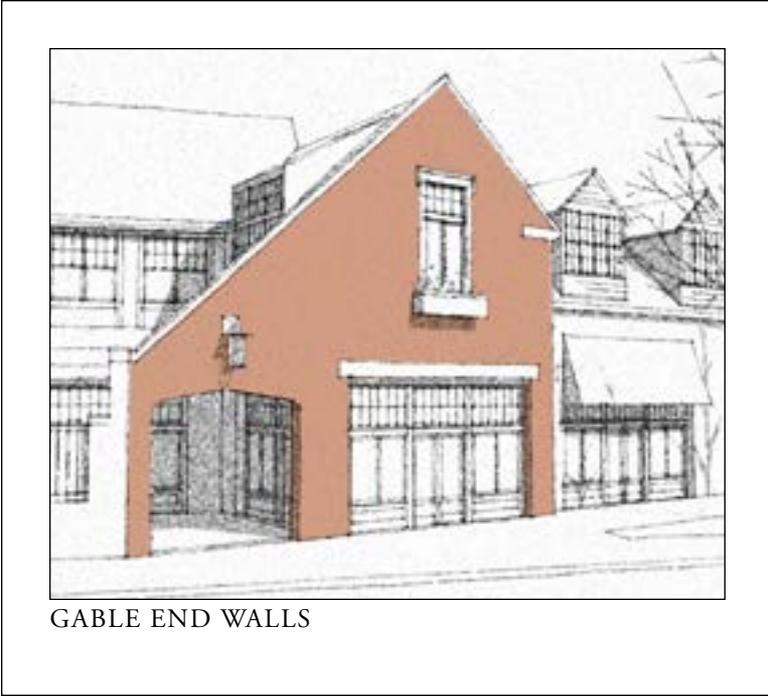
PROPORTION - All historic styles are grounded in simplicity of proportion formulas, if any are present at all. Many times proportion is simply that which 'looks' right. In the Village Romantic style, 1:2, 1:3, 2:3, and 3:5 are key proportional relationships to consider. Wall opening dimensions need to honor standard masonry unit sizes to minimize awkward material cuts and misaligned openings. The overall goal of the style should be an appearance of modest, durable charm.

SURFACE - A Village Romantic surface is meant to be textured. Wall material should be as natural as possible, brick, stone, or wood, with natural undulations across the masonry faces to create soft variations in shade and shadow. Openings are recessed deeply to create strong shadow lines and trim profiles are projected to unify grouped elements.

HIERARCHY OF SCALE - The scale of details are very important in this style to be appropriate to the building material being used. Stone and masonry details will be larger and more simple than those of details constructed in wood. Details are more prevalent in this style more so than any others because of the variety of architectural elements at your disposal; it is better to be reserved and get a few great details versus ambitious and design a lot of mediocre or incorrect ones. Monumental design elements to be viewed from afar are not typical due to the inherent modesty of the architectural style.

VILLAGE ROMANTIC MASSING EXAMPLES



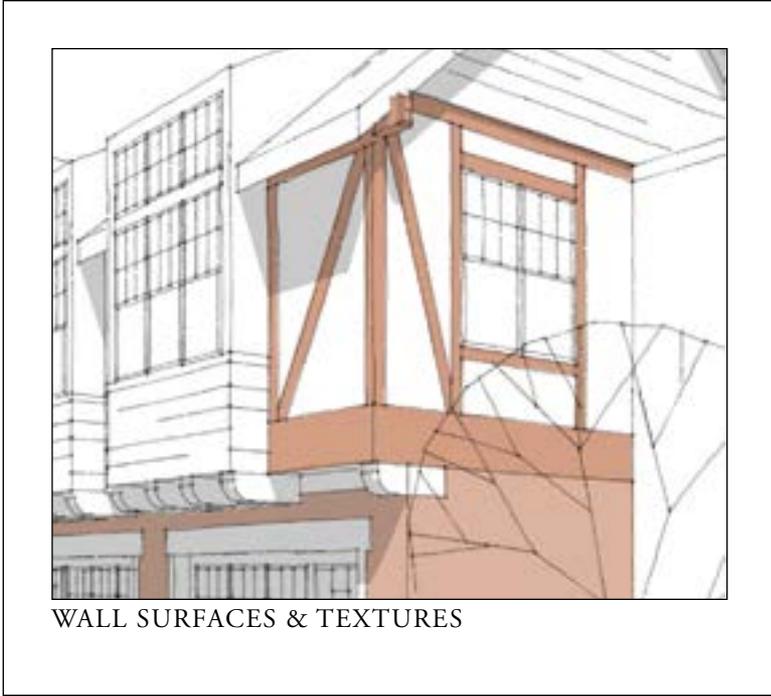


Village Romantic's largest and most common design element is the use of gable-fronted end walls. They can be in Brick (natural color or painted/stained), Stone, or Stucco, with wood possibly being introduced in the upper stories through half-timbering (entire wall) or thick beveled siding (starting over the upper window head trim).

All masonry appearance should be one to project a hand crafted appearance, minimizing the machine influence of material production. Roof Pitch should be high (11/12) to steep (20/12). If wood is used in upper gables the roof structure will project out from the wall by a minimum of 6"; if masonry is used, a slight parapet will terminate the roof structure behind the wall and the parapet will be capped with masonry, often slightly contrasting in color and texture with the lower wall material.

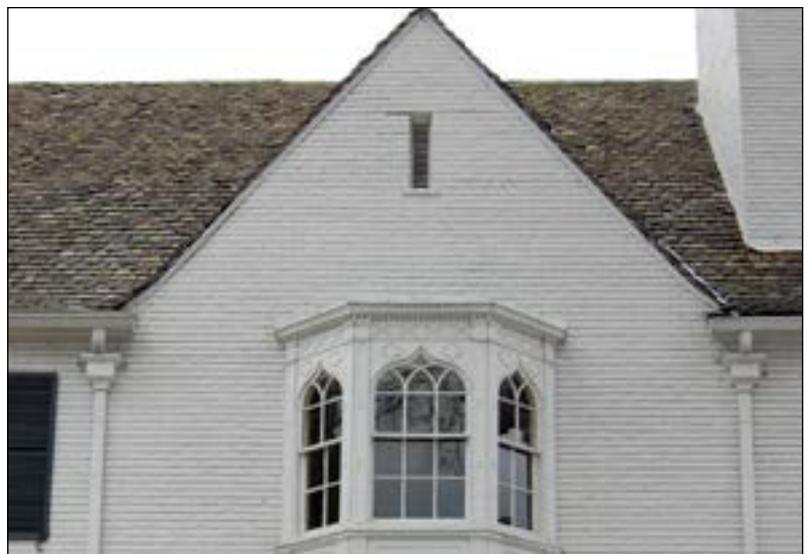
Gable End Walls are also commonly grouped together in number which can create a very appealing rhythmic roofline. If grouped, gables should maintain the same material appearance while the fenestration may vary.





The most important feature of a Village Romantic building is the treatment of the exterior wall surface in its design and in material character. The Village Romantic is rooted in the precedent of the existing built fabric of Mountain Brook specifically and in the overall Shades Valley area. This existing precedent was itself built upon the precedent of the Garden City movement of the early 20th Century, popularized by British Arts & Crafts architects and planners working at that time. Natural materials like stone, brick, stucco, and wood, are used in combination to create a charming visual texture across all building faces.

Half-Timbering is an ornamental wall detail to depict the structural appearance of wood wall supports infilled with a contrasting wall material. Common dimensions to consider for wood ‘timbering’ trim - 5”-9” in width, to be flush with or slightly protrude from the infill surface. The infill material is most commonly stucco, smooth or rough texture, followed by brick in non-structural patterns painted or stained to a light color. An alternate contrast can be achieved if the wood trim is light and the infill is a darker tone or hue.





Another distinctive element in the Village Romantic style is the occurrence of wall projections and overhangs. 'Projection' and 'Overhang' will be interchanged in the text below to describe the general effect of 'sticking out', but there is a slight difference. 'Projection' is used to describe individual building elements that project out from the main wall plane, such as bay windows and dormers. 'Overhang' is used to describe an entire floor/wall that cantilevers over the one below in order to expand interior space - it is a very practical consideration, as the old adage goes, make every inch count!

When an overhang occurs there is always a transition of material and it will always transition from 'heavy' to 'light', that is, if brick, stone, or stucco is used on the ground level the upper story that is overhanging will be a lighter mix of materials, often seen as half-timbering (wood posts between stucco or brick infill). The distance of these overhangs will not exceed 24" and are most common between 6"-16". In the larger overhangs there will often be visual if not structural support provided underneath the projection. If a 'Projection' occurs off of the lighter story it will often maintain the similar wall surface material. If it projects off a solid masonry wall the lighter mix of materials rule should apply.

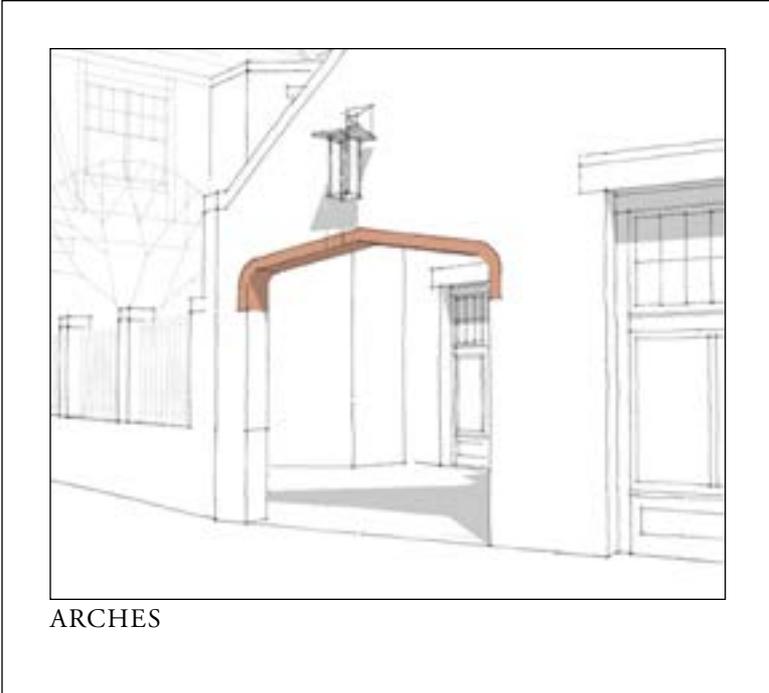




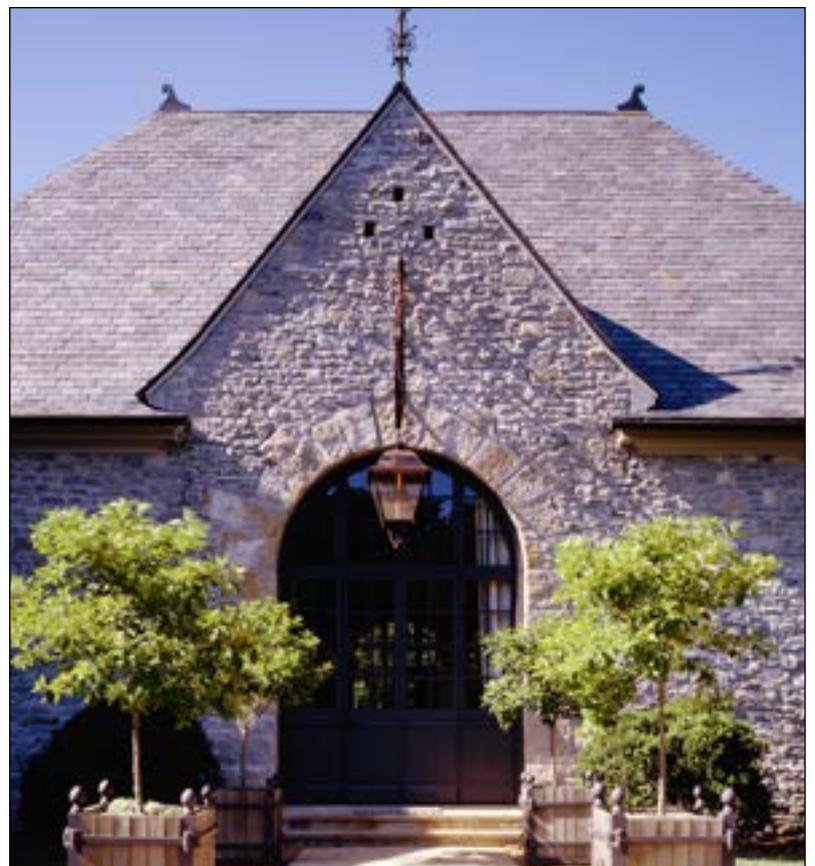
Getting the correct scale of a Village Romantic Storefront is the most important goal. Historically, these structures were more on the human scale with the openings and display area smaller than those of other architectural styles. The key concept to keep in mind while designing this style of storefront is to be 'warm and welcoming'. Architecturally this can be accomplished by limiting the store opening to 12 feet or less in height and providing an awning that reduces the effective 'ceiling' to around 8'-9'.

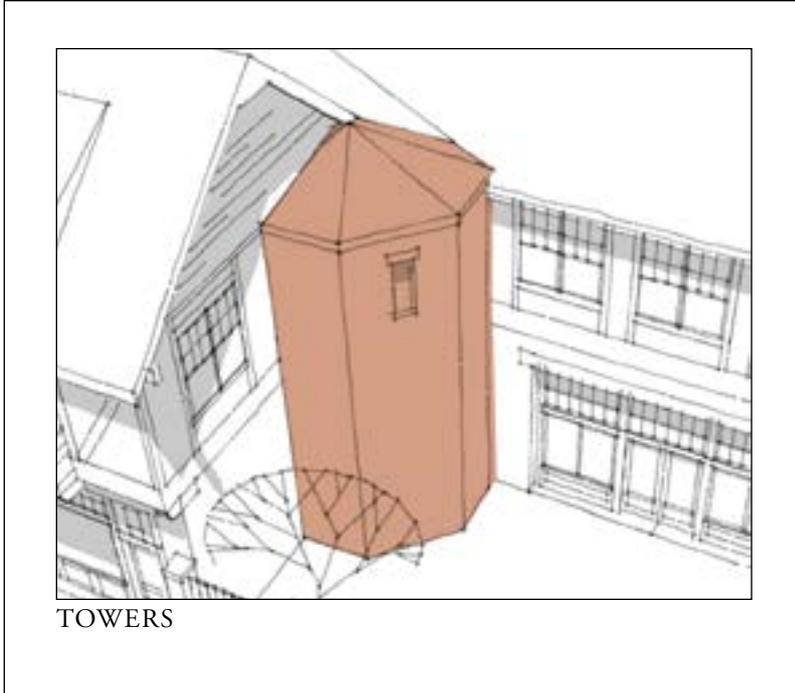
Storefront material should be of wood construction, with heavier, articulated framing 6"-10" in width. Transom window sashes should be divided into multiple, vertically proportioned panes, while lower display windows should be large clear glass, but never wider than tall.





In the Village Romantic style, arches abound and are used as a very good clue to determine the overall style of an authentic building. The most commonly used form is called a 'Tudor Arch' - a flattened, pointed, arch typically built up from four key center points. It is very similar in appearance to an elliptical arch. The dimensions of all Tudor Arches may vary but the distance from spring-line to peak should always be less than half of the arch opening. Other acceptable forms to consider would be elliptical and half-round arches. The trim around the arch can be brick, stone, stucco, or wood and will often be in a contrasting color from the wall which surrounds it. Arches repeated in a row as an ensemble make for very successful and useful arcades. Repetition of this element should occur in odd numbers only.





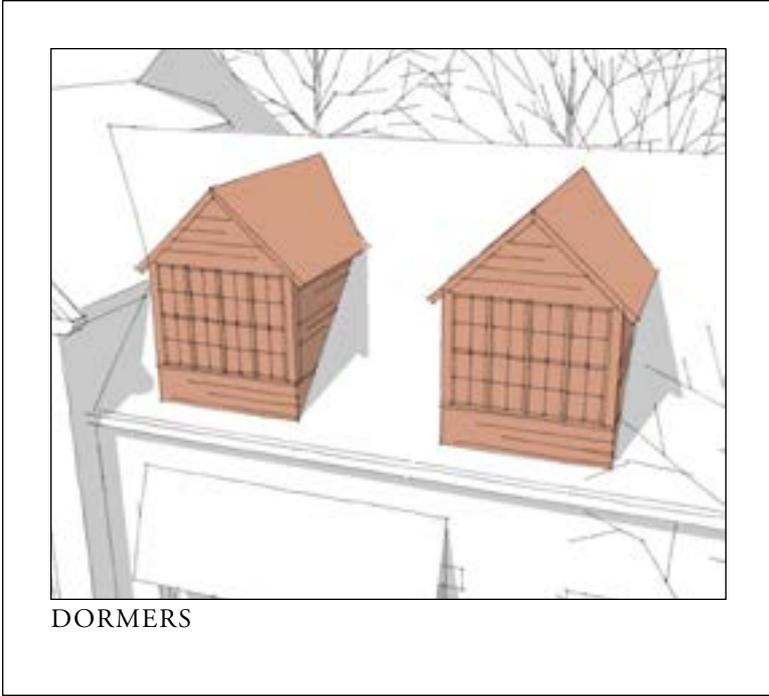
TOWERS

Village Romantic Towers are charming, solid, and mostly subtle design elements. Unlike more formal castles and forts, Village Romantic towers occur at inside corners (most common), or off of the front building face (not centered), or as a growth off up from the wall plane (fully engaged).

Towers can be circular, rectangular, or polygonal (6-8 sides most common) and should seek to maintain the main building mass eave line or act as a transition between two different eave heights. They are not common in great numbers as they are not an essential element to creation of a pleasing Village Romantic Building. If the project site is placed at the end of an axis line or is placed around positive outdoor space by use of a courtyard, a tower would be a successful design element to consider.

Materially, towers should be masonry (matched to the rest of the building, brick, stone, or stucco) with minimal punched openings to accentuate solidity.





Village Romantic Dormers are a very important roof element in this style to create visual interest within the mass of roof that steeper roof pitches create. They will most often be gabled in form, but may also be shed or a clipped gable. They can be located solely on the roof plane or be placed on the wall and provide a break in the eave line.

Dormers are typically large, with windows grouped in numbers from 2-4. They can be handled successfully in many different ways, but the most egregious error is for it not to be in proportion to the rest of the roof. Their placement needs to be composed well just as any other building element.





The SOUTHERN MERCANTILE Style is an interesting architectural variation in its simple expressive forms balanced with sometimes intricate and always interesting textural detail. It might be better termed as ‘Main Street Vernacular’ since it is a building style you may find on main streets in all sizes of towns and cities across the country. As in all national styles there are common elements that create the framework for the local vernacular to graft onto and adapt to their own particular traditions or uses.

Southern Mercantile buildings address all the practical needs for the building occupants and its visitors. They range in size from the one-store one-story small shops of individual merchants all the way to the 3 to 4 story mill buildings that housed the manufacture or storage of the goods to be sold on Main Street. Large glazed openings of ganged windows and doors maximize the view of goods for sale to passers-by and provide generous light for the interior as many buildings only have light from one wall.

Upon this utilitarian need for visibility the wonderful creativity of brickwork and wood trim satisfied the more ephemeral need for visual interest, distinction, and beauty. A Southern Mercantile building celebrates its status on the street as a handsome accompaniment to its neighbors.

APPROPRIATE BUILDING TYPOLOGIES

- Street-Front Buildings
- Grocery Building
- Parking Structure

IDENTIFYING FEATURES

1. MASONRY WALL CONSTRUCTION
2. FLAT ROOF WITH ORNAMENTED PARAPET
3. PUNCHED OPENINGS AT UPPER FLOORS WITH HIGHER CONCENTRATION OF GLAZING AT LOWER LEVEL
4. BRICK AND MASONRY DETAILING (I.E. CORBELING, BANDING, ARCHES, OR DECORATIVE MOTIFS)
5. HORIZONTAL AND VERTICAL BANDING SUGGESTIVE OF POST AND LINTEL STRUCTURE
6. LARGE GLAZED STOREFRONT ON STREET

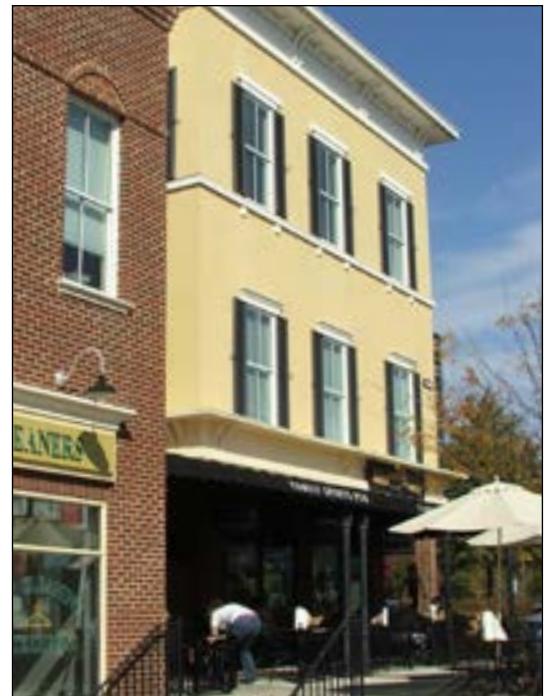
APPROPRIATE BUILDING MATERIALS

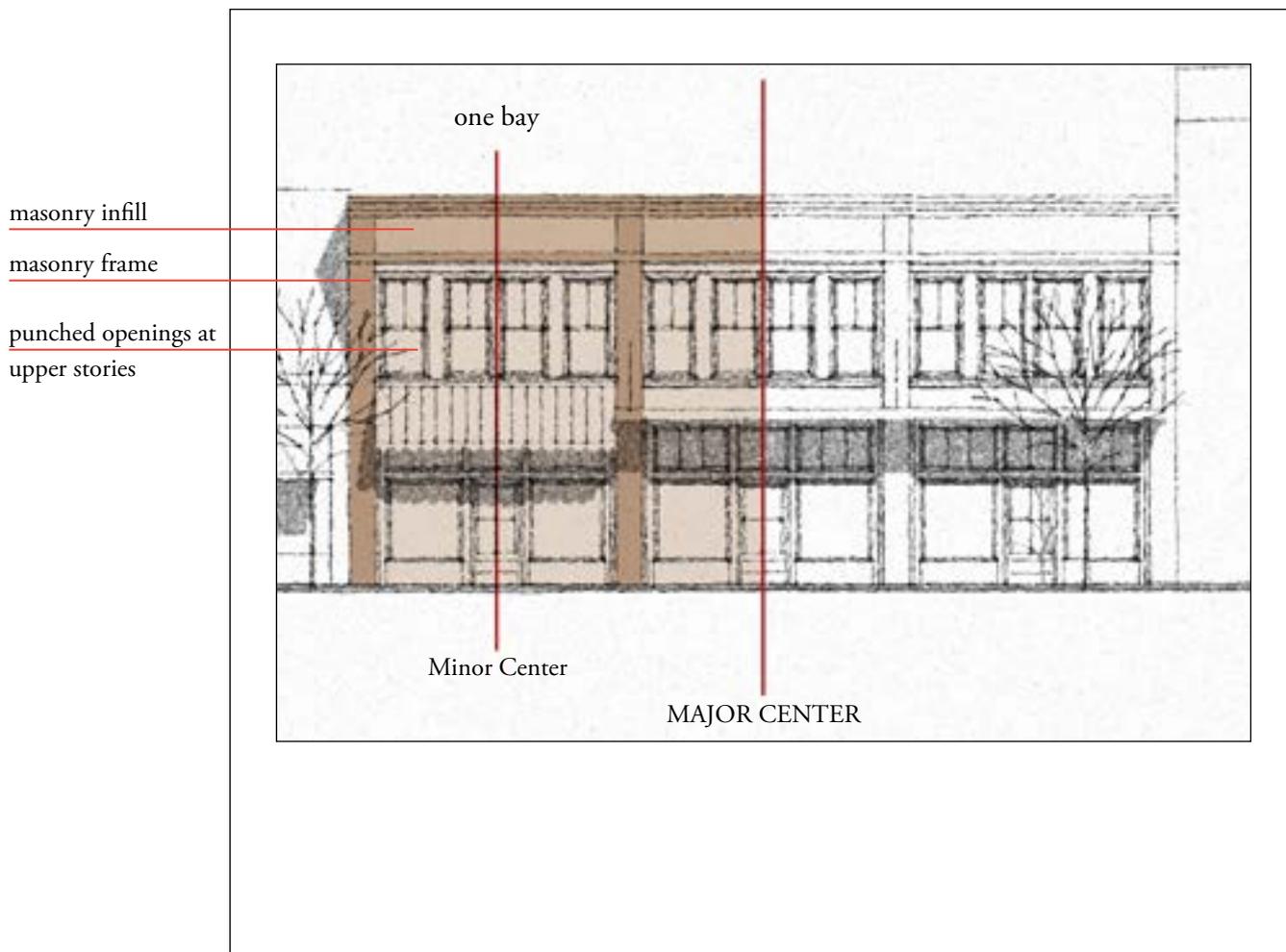
- Wall materials: brick, stone, stucco, painted brick
- Trim/accent materials: brick, cast stone, wood
- Roofing material: metal, flat clay or concrete tiles, composite architectural shingles

ADDITIONAL RESOURCES

- *Designs on Birmingham* edited by Philip Morris and Marjorie White, published by the Birmingham Historical Society.
- *Mountain Brook Village: Then & Now* by Linda Nelson and Marjorie White, published by the Birmingham Historical Society.
- *The Abrams Guide to American House Styles* by William Morgan.
- *A Field Guide to American Houses* by Virginia and Lee McAlester.
- *American Houses: A Field Guide* by Gerald Foster







SOUTHERN MERCANTILE DESIGN CONCEPTS

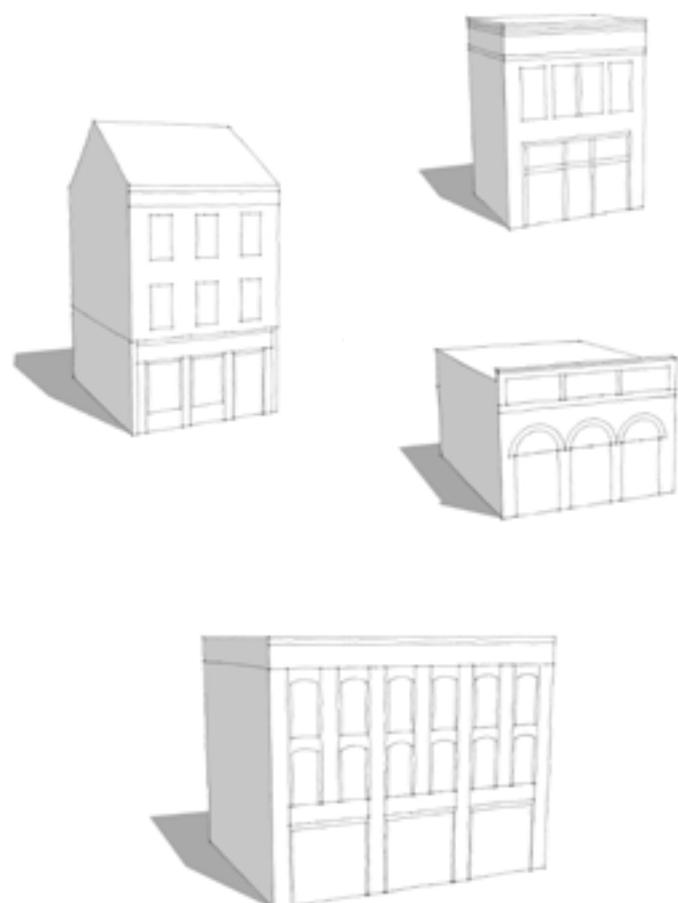
SYMMETRY - A Southern Mercantile building will have a structural order guided by the width of the overall building and its division into smaller bays. There is a freedom in the choice and the number of bays which are only limited by the practical requirements of the structure and the overall length of the property. Common bay numbers are 1, 2, 3, 4, & 5.

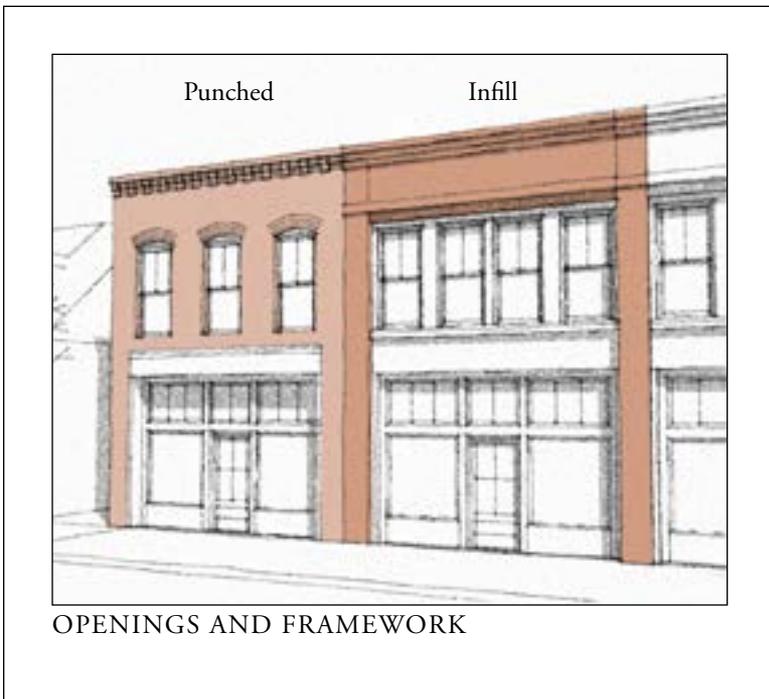
PROPORTION - Southern Mercantile proportions are based upon and generated from very simple formulas and are very responsive to utilitarian necessities (structural spans, column heights, etc). Wall opening dimensions need to honor standard masonry unit sizes, minimizing awkward material cuts and misaligned openings. Building corners should maintain a 24" solid surface before the introduction of any glazing to better 'carry' the building. The overall goal of the style should be an appearance of solid simplicity.

SURFACE - A Southern Mercantile surface is well detailed. Openings are recessed deeply, a minimum of 8", and parapets can project as much as 36" with transitional depths or visual supports building up from 0 (wall plane) to 36 (edge of cornice). The use of shade and shadow is very important to the reading of a Southern Mercantile building. Simple, ornamental brickwork is a way for the store-owners to differentiate themselves from their neighbors while being practical and using very similar construction methods and dimensions. If handled with attention and care and based upon historic examples, this design style can be very pleasing to the eye.

HIERARCHY OF SCALE - Masonry details are more prevalent in this style more so than any others, which may take more study and care to execute successfully. Any and all efforts exerted in this area will result in a more valuable and attractive structure.

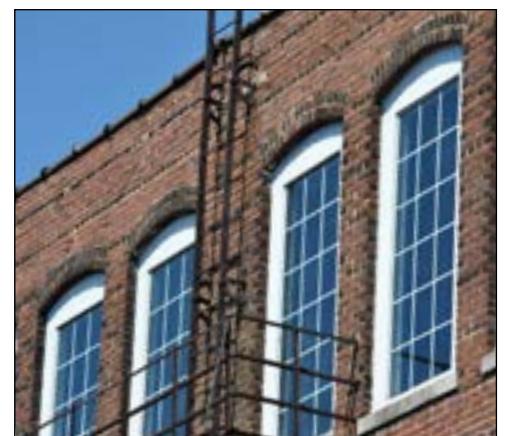
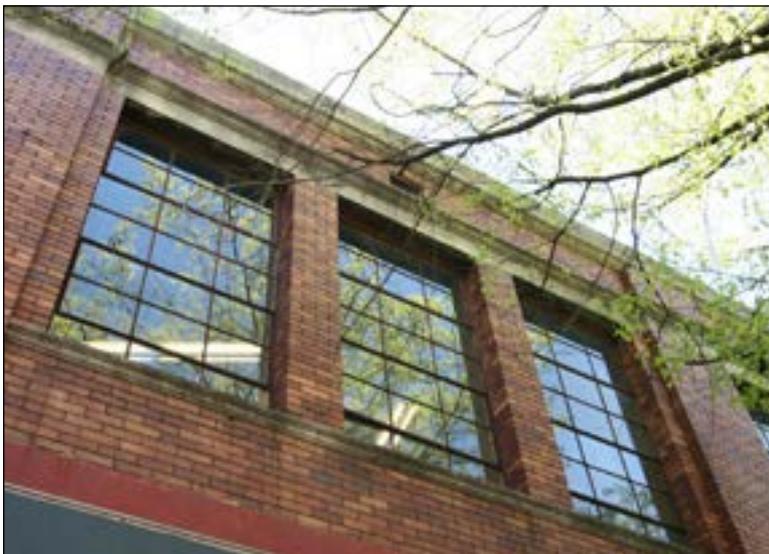
SOUTHERN MERCANTILE MASSING EXAMPLES





Southern Mercantile building openings are one of two types - punched or infill. Punched openings typically occur in the upper stories of mercantile buildings, while the infill is usually used in the ground floor to increase glazing area. The punched openings are large in order to maximize the penetration of light into the building interior. Punched openings can be handled in a variety of ways, but all should be recessed from the wall by at least 4".

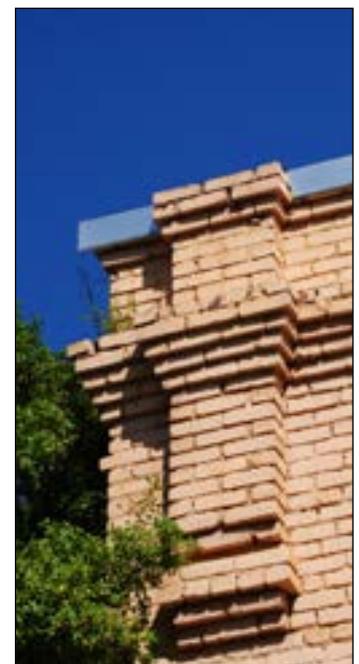
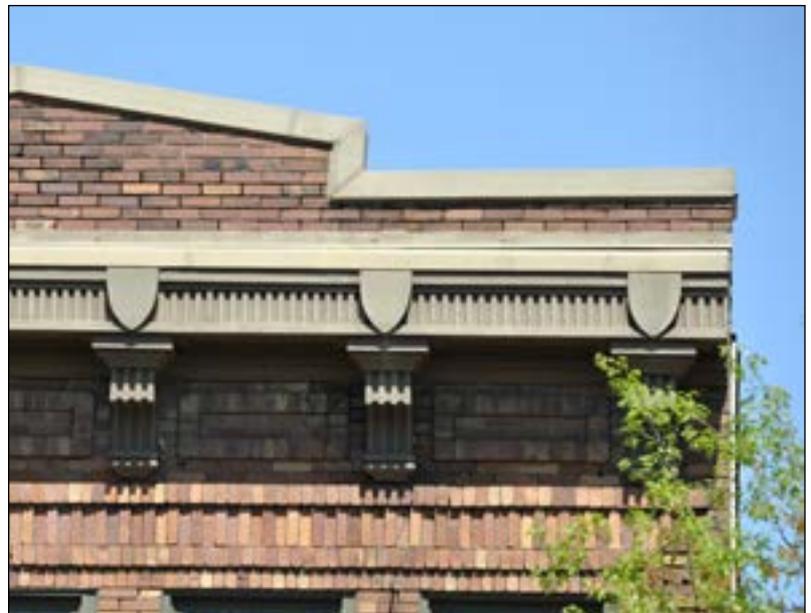
The primary design intent is to be functional yet simply adorned in a way that expresses the structural components of the elevation.





The parapet of a Southern Mercantile building is where you will see the greatest expenditure of design creativity in this style - an amazing variety can be achieved through simple manipulations of a small, standard building component called the brick. A brick's plain rectangular shape on its own does not immediately equate with beauty or complexity, but a simple glance at the accompanying images will expose its wonderful possibilities.

Southern Mercantile parapets can be as simple as a single row of offset brick in the same coursing as the wall below or as elaborate as the one illustrated below and be a mixture of ornamental sheet metal or wood cornice detailing and brick surrounds. Wall coping is typically natural or cast stone 6"-8" thick. Heights range from 24"-48".

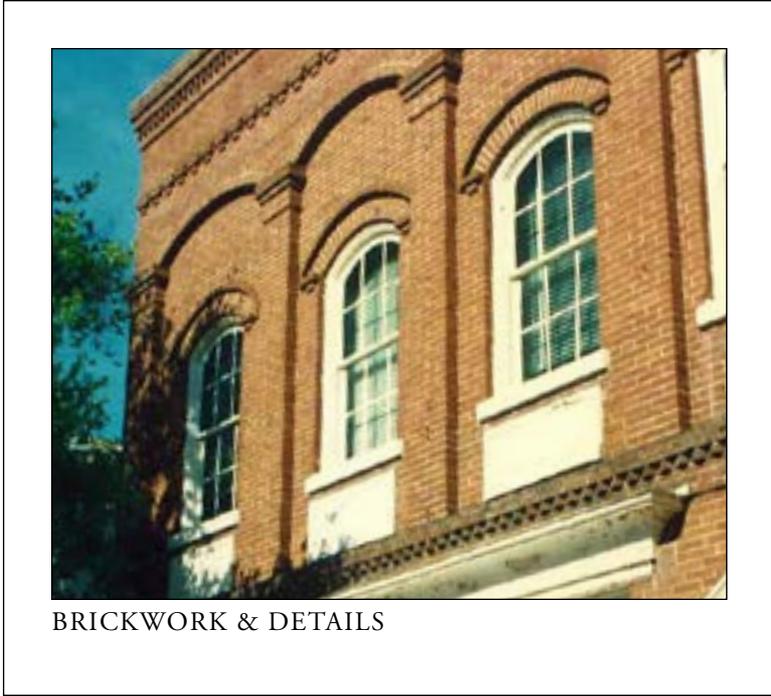




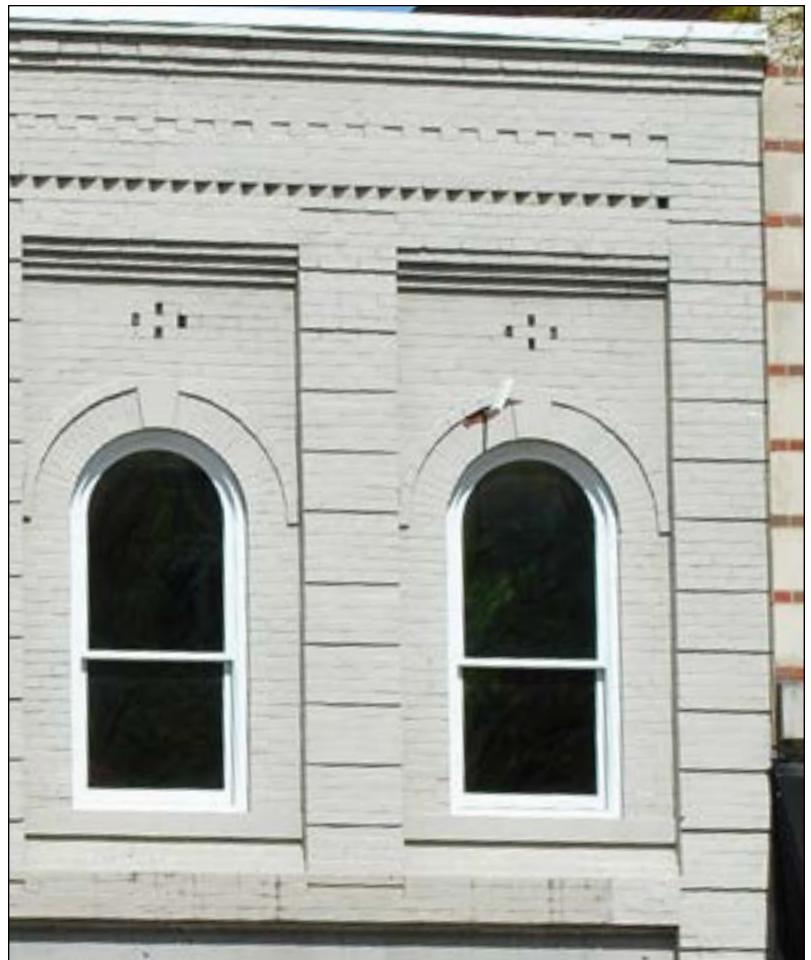
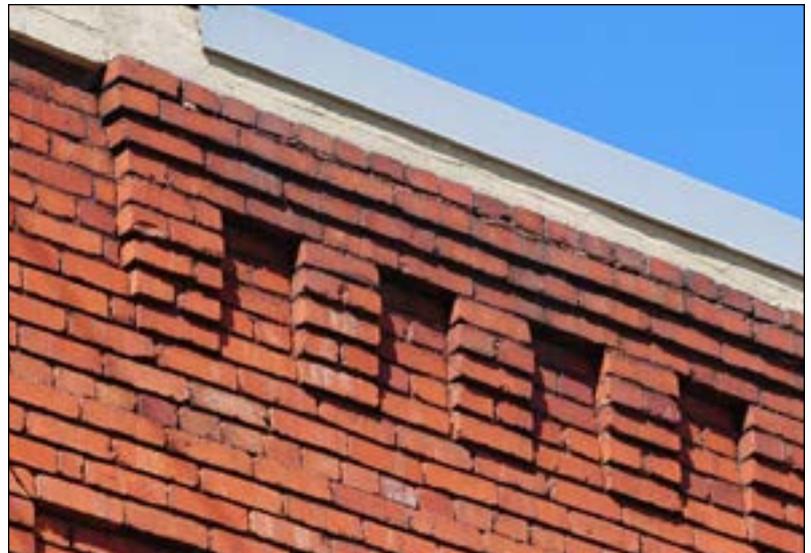
Southern Mercantile Storefronts are large and can either be infill between masonry piers or punched into the wall plane similar to upper story windows in this style. The storefronts are typically larger in width than height and they contain a majority of glazing punctuated by the entry doors to the interior. Wood or Metal framing up to 12” in width provide the framework for the window sash and doors, which can be a combination of both large and small panes. Although there are many possible successful solutions, the main concepts to maintain are pane proportions between windows and doors and that as one rises in elevation the panes typically decrease in size. Metal columns and entablature can add another layer of scale to the building but are not required. Within the general rectangular openings the entry doors may be placed in any desired composition as symmetry at this smaller scale is less necessary for success - often the entry bay is recessed further into the building than the surrounding windows to create a covered area and to accentuate the entry. Entries should be larger than normal, often exceeding one door in width, and entry doors should be at a minimum 50% glazed. Other building bays may have additional entry points but the main entry should always be clear to the pedestrian.

The simplest way to accomplish this clarity is by placing the store signage directly over the main entry point, either on the awning or applied directly to the wall or entablature above the entry. Larger scale signage to be viewed from afar is best located on the parapet wall surface.





Southern Mercantile brickwork and accent masonry details are what differentiate it from the more austere Village Mid-Century style. In general the offsets and angles are exaggerated to create bold, vibrant shadows that enliven the overall building facade. The primary locations for this type of detail to occur is on the parapet, at the window heads, and between the storefront and upper story windows.





Southern Mercantile awnings can range from flat metal planes held out from the wall surface by links or chains to soft, striped, curved canopies that move in the breeze. While the rectangular metal roof might seem too similar to the Birmingham Classic, at the smaller scale there will be more articulation at the surfaces of a Southern Mercantile metal awning.

There are no hard and fast typical rules for such a variety of design possibilities, hard or soft, shallow or deep, low or high pitch, sign or no sign; but the awning should relate to and enhance to overall building composition.





The BIRMINGHAM CLASSIC architectural style encompasses elements from Federal, Georgian, and Classical Revival styles inspired by English and Colonial precedent. The classical buildings found in and around Birmingham share the core characteristics of the classical tradition, but express subtle differences from similar styles in other parts of the South. This style is found in many public buildings, college campuses, and stately homes around Birmingham.

The dominant feature of these buildings is the simple and symmetrical massing embellished by more refined classical ornamentation. Roof forms are typically gabled or hipped with slopes no greater than 6:12. In most cases these buildings are constructed with brick and/or stone masonry with the higher style examples using cast stone for their ornamentation. More modest examples are constructed of brick masonry with wood ornamentation. The entries and doors are often intricately detailed to bring a pedestrian scale to some of the larger structures.

APPROPRIATE BUILDING TYPOLOGIES

- Street-Front Buildings
- Free Standing
- Residential
- Inn

IDENTIFYING FEATURES

1. SIMPLE VOLUMES ADDITIVE PORCHES OR SMALLER WINGS TO MAKE MORE COMPLEX SHAPES. RECESSED COLONNADES ARE ALSO COMMON.
2. SYMMETRICAL COMPOSITION OF DOORS AND WINDOWS
3. SIMPLIFIED CLASSICAL DETAILING AT ENTRIES, WINDOWS, CORNICES AND WALLS
4. ROOF PITCHES TYPICALLY 6:12 OR LESS FOR THE MAIN MASSING WITH SHALLOWER PITCHES (3-5:12) FOR FRONTAL TRIANGULAR GABLES OR SECONDARY MASSES AND PORCHES

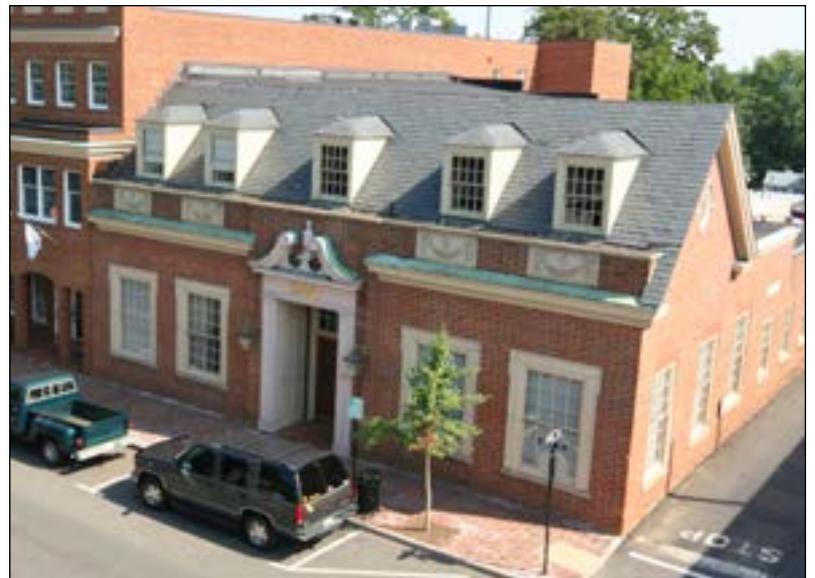
APPROPRIATE BUILDING MATERIALS

- Wall materials: brick, painted brick, stucco, and stone masonry
- Trim/accent materials: brick, cutstone, cast stone, and wood
- Roofing materials: slate, flat clay or concrete tiles, metal or composite architectural shingles

ADDITIONAL RESOURCES

- *Designs on Birmingham* edited by Philip Morris and Marjorie White, published by the Birmingham Historical Society.
- *Mountain Brook Village: Then & Now* by Linda Nelson and Marjorie White, published by the Birmingham Historical Society.
- *The Abrams Guide to American House Styles* by William Morgan.
- *A Field Guide to American Houses* by Virginia and Lee McAlester.
- *American Houses: A Field Guide* by Gerald Foster







BIRMINGHAM CLASSIC DESIGN CONCEPTS

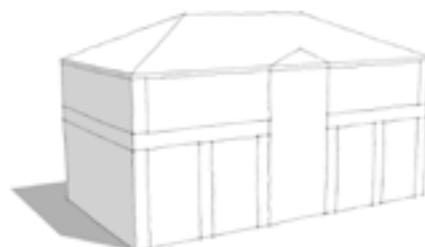
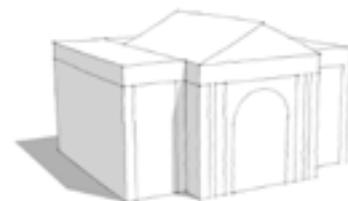
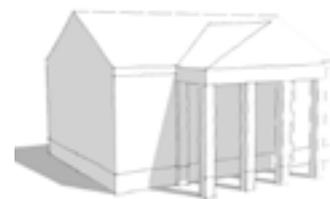
SYMMETRY - The most prominent feature of a Birmingham Classic building will be its bilateral symmetry, each side generally matching the other along the imaginary centerline. This symmetry mimics the natural ‘design’ of animals and humans that is generally symmetrical.

PROPORTION - The organization of a Birmingham Classic building is based upon and generated from proportions which can be found in nature and many historic structures. The classical canons of Tuscan, Doric, Ionic, and Corinthian proportions can be applied to appropriately size cornices, columns, openings, pedestals and bases. Typical ratios include 1:1, 1:2, 1:3, 2:3, 3:5, 1:1.618 (the Golden Section)

SURFACE - Monumental Birmingham Classic buildings should be constructed of lasting materials such as brick, stone, or stucco. Buildings that are more commercial in nature may have wood trim, and buildings more residential in nature may be constructed of primarily wood. Openings should be recessed into masonry walls at a minimum of 2”.

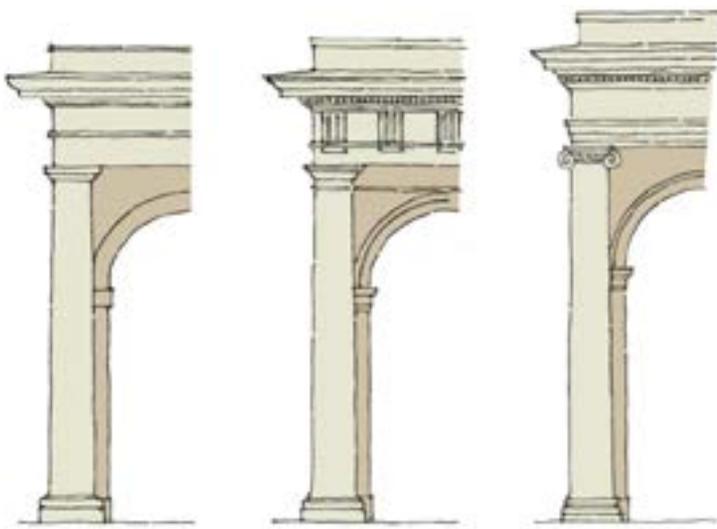
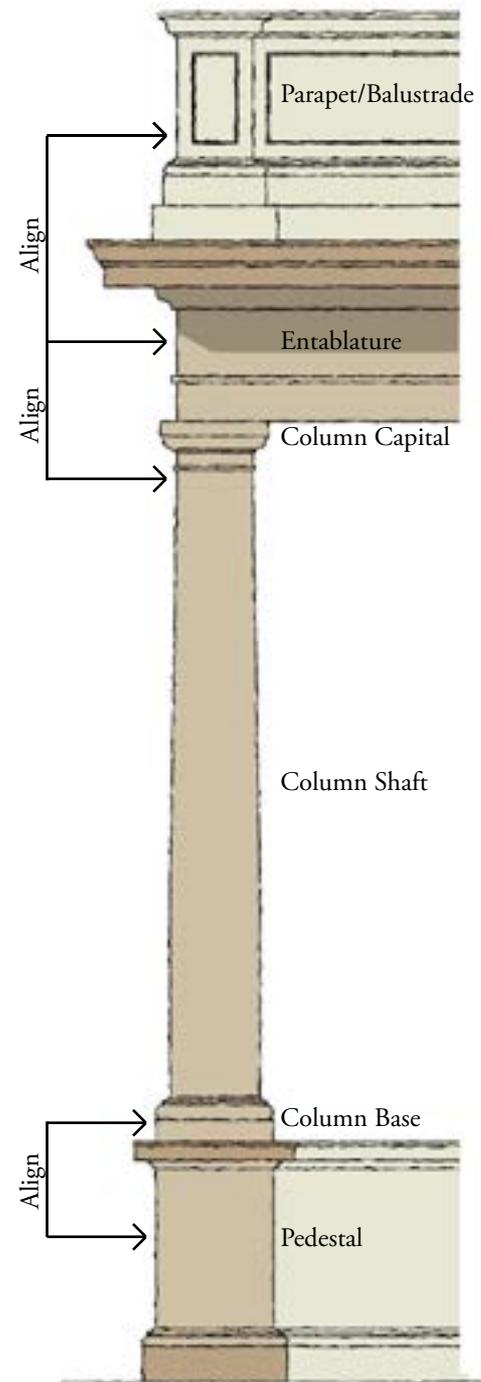
HIERARCHY OF SCALE - A Birmingham Classic building can be a stand-alone monument or part of the urban fabric. It includes large scale elements such as porticoes which can be experienced from a distant urban scale and small scale elements such as mouldings to relate to the smaller human scale. However, all sizes of details require the use of appropriate proportions to compose an aesthetically pleasing and successful building.

BIRMINGHAM CLASSIC MASSING EXAMPLES





Birmingham Classic buildings draw heavily on classical details for embellishments at important portals and horizontal planes. The profiles and proportions of these details are dictated by the classical tradition that is well documented. The most prominent proportional systems are expressed in the classical canonical orders of Tuscan, Doric, Ionic, and Corinthian. More information about these traditions can be found in additional resources such as *The American Vignola* by William Ware or *Parallels of the Classical Orders of Architecture* by Normand and von Mauch.



Arch Conditions - Tuscan, Doric, Ionic (left to right)



Gable with Stone Cornice - High Style

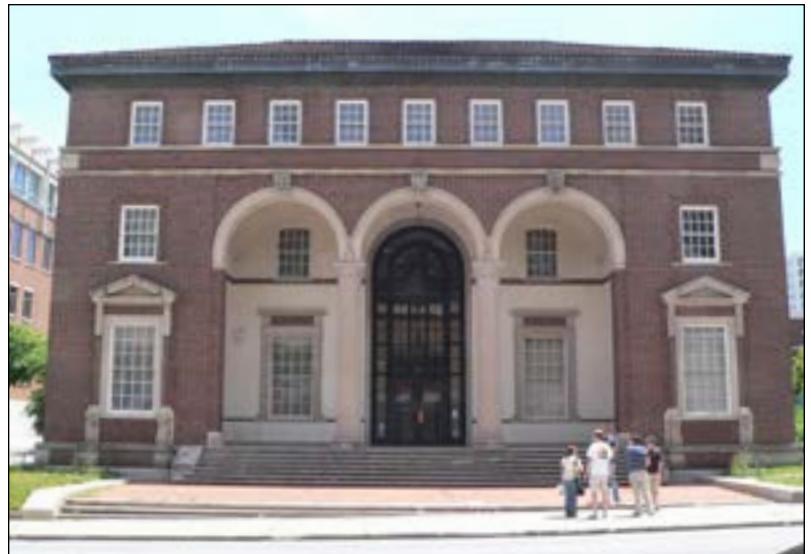


Gable with Wood Cornice - Mid-Style



Classical Brick Cornice with Hip Roof





The entries into buildings of the Birmingham Classic style are the most articulated elements on the facade. They are highlighted with ornamental embellishments and architectural features. The entry most often occupies the central bay on a bilaterally symmetrical facade. Specifically on public buildings, there is often a large loggia or arcade that provides shelter and a place for people to gather. These arcades feature an odd number of bays, with the entry occupying the central bay. Retail buildings may have a flat expression of an arcade filled with glass as their storefront windows. Storefronts can also take the form of large trabeated openings with an articulation of small pilasters and mouldings around the glass within the large masonry opening.

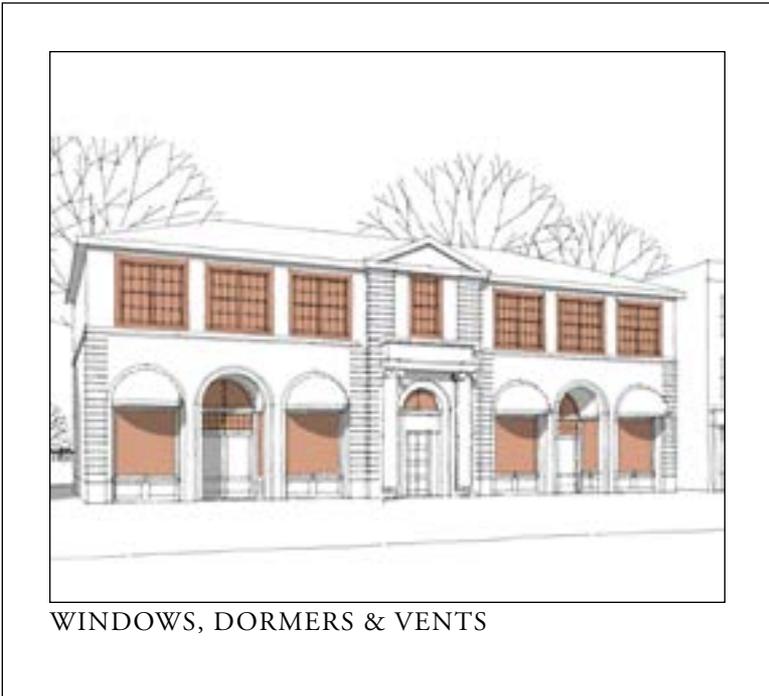




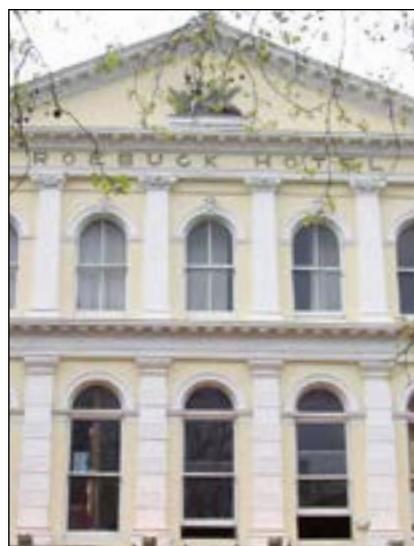
DOORS

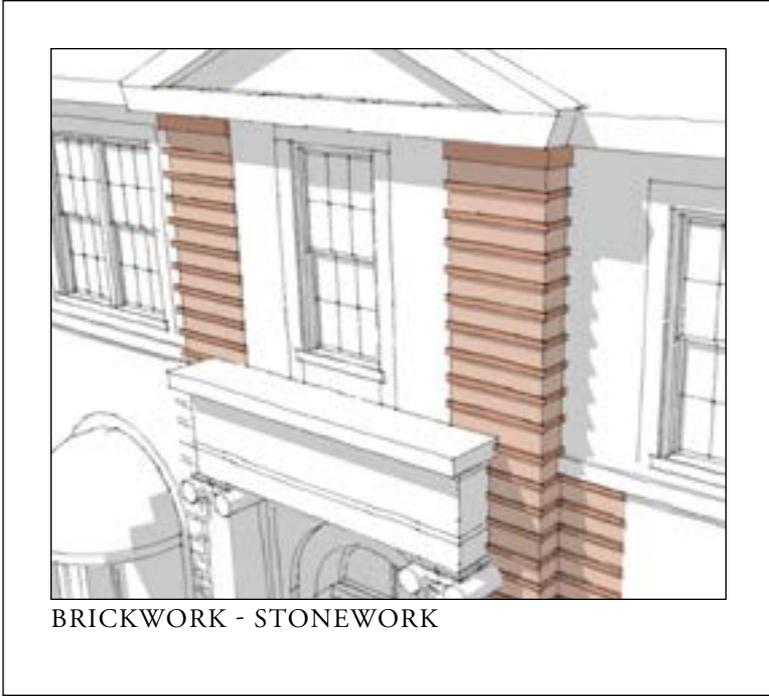
The main door of a Birmingham Classic building is often highly embellished and the central element on the facade. In these instances, the entry takes the form of large double doors with a rectangular or semicircular transom. On less monumental buildings, the entry takes the form of a single door with sidelights. In both cases, the door surround is articulated with a portico, pilasters or columns. Less important side doors, or residential entries often display a stripped down version of columns or pilasters with a shallow gable or bracketed shed roof similar to an awning.



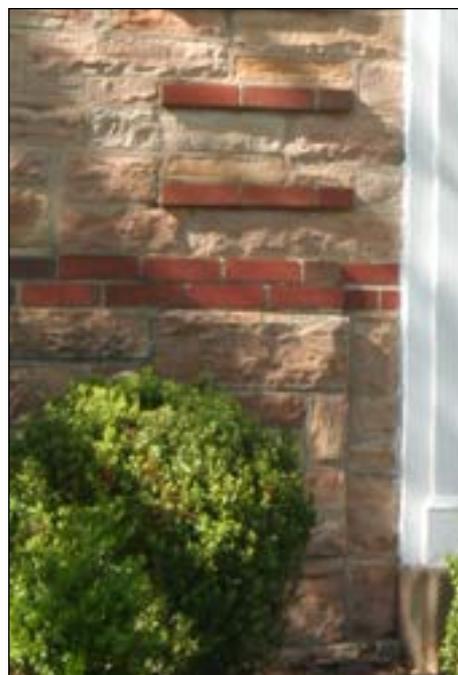


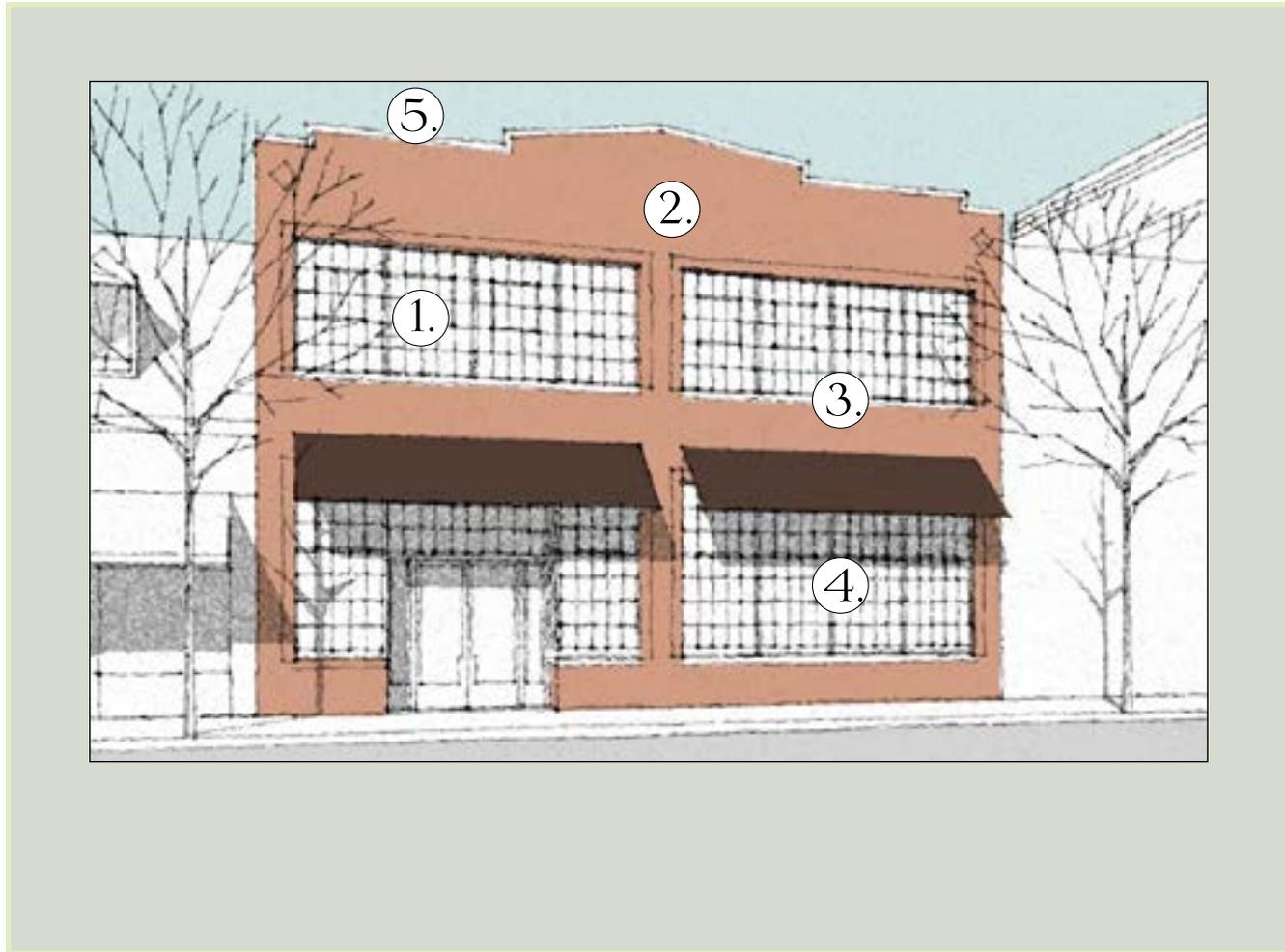
Windows on Birmingham Classic buildings shall be vertical in proportion, though several windows may be ganged in order to form a more horizontal composition. Windows may have a half-round or elliptical head. Windows should be operable with double-hung or casements preferred. Standard minimum window size shall be 2'-8" in width and 5'-0" in height. Window head heights should align at each story of the building. Dormers, where appropriate, should be constructed of wood and not masonry as the main body of the structure. Small accent windows in non-rectangular shapes are allowed for accents such as in the pediment of a facade. Windows should be articulated as punched openings with inset wood trim. The masonry opening may be articulated as a round, elliptical, or jack arch. Shutters may be used, but must be sized appropriately to the opening and have functioning hardware and hinges.





Brick or stone may be used to create texture on the facades of Birmingham Classic buildings. Contrasting brick or stone may be used in horizontal bands to imply a base, water-table, or cornice. Quoining may be implied at the corners of buildings, surrounding large openings, or below the edges of a pediment to imply pilasters. Contrasting or protruding brick or stone may be used to highlight architectural features or imply a bay rhythm where no glazing is present.





The VILLAGE MID-CENTURY Architectural Style is typified by an early to mid-century modern aesthetic of machine-like craft and the absence of ornament. It is important to consider that while not as architecturally honoured as the more typical historic styles, done well, it is still valid and pleasing to both users and viewers. Many practitioners of this style were trained in the traditional schools of architecture where proper relational proportions are highly valued. This means that whatever the design goal, the relationships between building height and width, and the building to its elements were always considered as a coherent composition.

In a general view the Village Mid-Century building appearance is horizontal. It is a smaller scale 1-2.5 story building which can be expanded horizontally to accommodate more utilitarian building types such as grocery stores or restaurants, where you want large openings to engage customers or for al fresco dining. The Village Mid-Century is a local designation appropriate for Mountain Brook Village in that many of the buildings in the existing Village developed in the 50's and 60's take this style.

APPROPRIATE BUILDING TYPOLOGIES

- Street-Front Buildings
- Free Standing
- Parking Structure
- Grocery Building

IDENTIFYING FEATURES

1. LARGE PUNCHED OPENINGS IN MASONRY WALLS
2. SIMPLE, MINIMAL SURFACE ARTICULATION
3. HORIZONTAL PROPORTIONS IN MAJORITY OF ARCHITECTURAL DESIGN ELEMENTS
4. METAL WINDOWS WITH MULTIPLE PANES AND AWNING OPENINGS
5. PARAPET WITH SIMPLE COPING THAT IS OFTEN STEPPED OR SLOPED IN HEIGHT

APPROPRIATE BUILDING MATERIALS

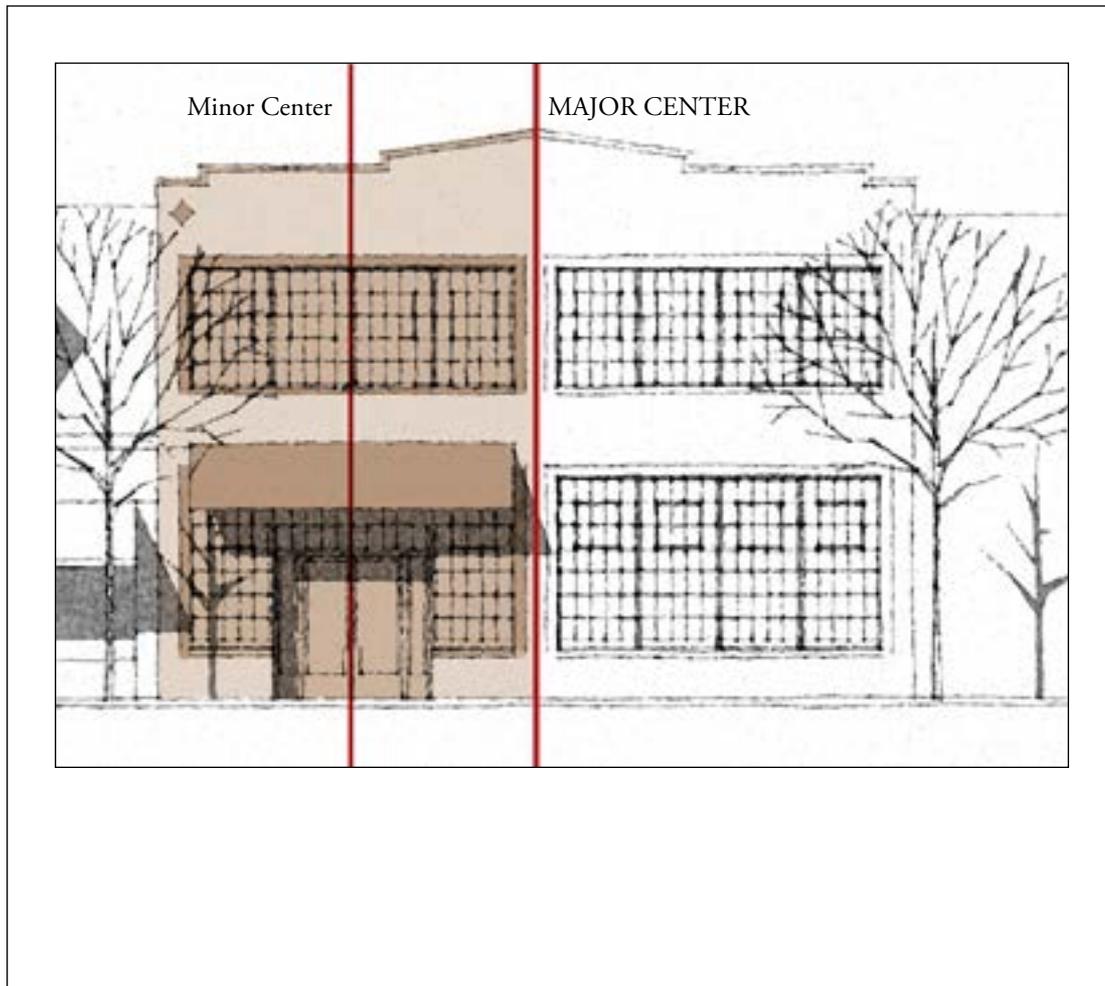
- Wall material: brick, painted brick, stucco, cut or cast stone
- Accent material: brick, stone, cast concrete, metal
- Roofing material: metal, flat clay or concrete tiles, composite architectural shingles

ADDITIONAL RESOURCES

- *Designs on Birmingham* edited by Philip Morris and Marjorie White, published by the Birmingham Historical Society.
- *Mountain Brook Village: Then & Now* by Linda Nelson and Marjorie White, published by the Birmingham Historical Society.
- *The Abrams Guide to American House Styles* by William Morgan.
- *A Field Guide to American Houses* by Virginia and Lee McAlester.
- *American Houses: A Field Guide* by Gerald Foster







VILLAGE MID-CENTURY DESIGN CONCEPTS

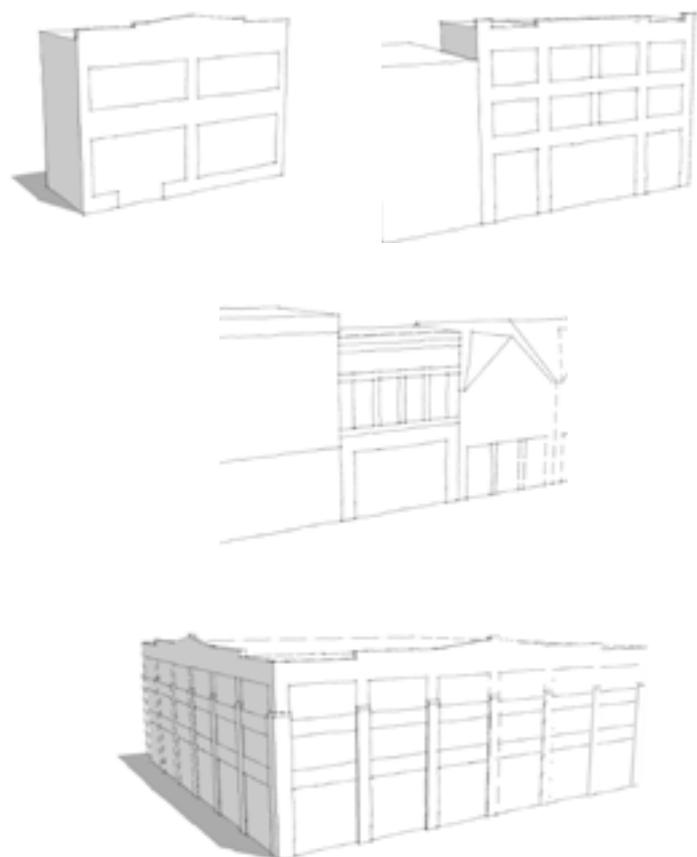
SYMMETRY - A Village Mid-Century building is very similar to the structural symmetry of the Southern Mercantile style and will also have a visual order guided by the width of the overall building and its division into smaller bays. There is a freedom in the choice and the number of bays which are only limited by the practical requirements of the structure and the overall length of the property. Common bay numbers are 1, 2, 3, 4, & 5.

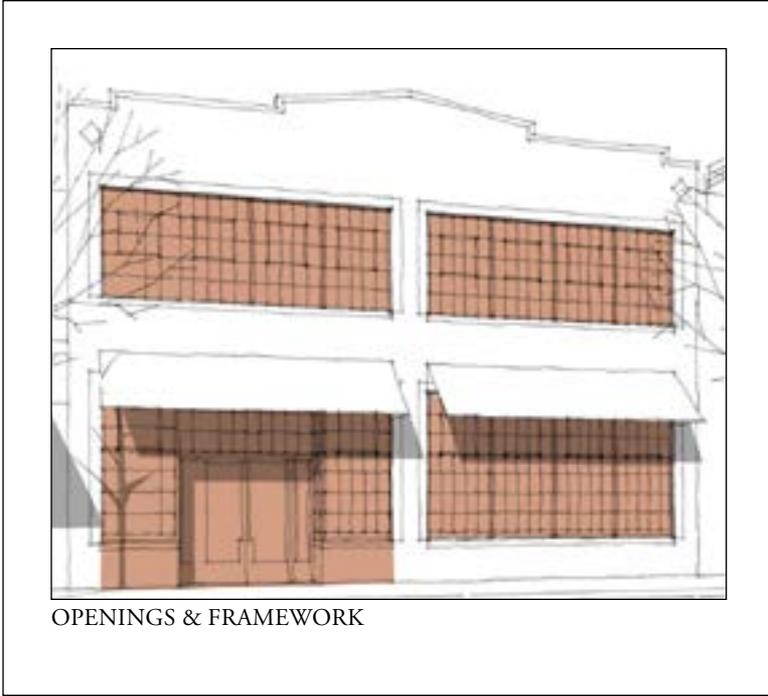
PROPORTION - Village Mid-Century proportions are based upon and generated from very simple formulas and are very responsive to utilitarian necessities (structural spans, column heights, etc). Wall opening dimensions need to honor standard masonry unit sizes, minimizing awkward material cuts and misaligned openings. Building corners should maintain a 24" solid surface before the introduction of any glazing to better 'carry' the building. The overall goal of the style should be an appearance of solid simplicity.

SURFACE - A Village Mid-Century surface is meant to be 'clean'. Openings are not recessed deeply, to a maximum of 8". Any protrusions from the wall plane do not project more than 4-6" typically. These dimension dictums reduce the visual depth of the building by reducing the shadows that are cast by the sun. If handled with attention this effect can be very aesthetically pleasing.

HIERARCHY OF SCALE - Details are less prevalent in this style more so than any others, but that does not indicate or mean that concern for the human scale is absent or ignored. It is actually more important here that these smaller scale details be correct because there are so few of them.

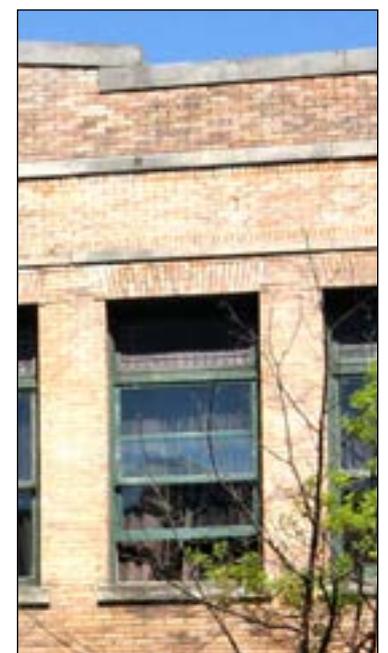
VILLAGE MID-CENTURY MASSING EXAMPLES





OPENINGS & FRAMEWORK

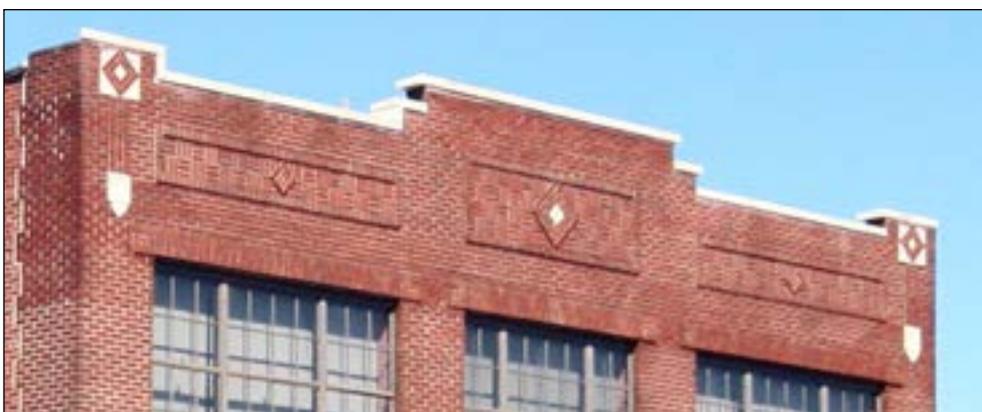
Village Mid-Century building openings are very large and horizontal in proportion. They are created by placing duplicate or similar windows next to each other in groups of two, three, four, and five. The primary design intent is to express a clean and horizontal aesthetic with minimal ornamental pattern and detail. Brickwork detailing may or may not be utilized at the edge of the openings - if it is it is generally 8-12" of brick and/or other masonry. Simplicity is paramount. Windows will be metal with multiple panes and thin frame profiles. See Storefronts and Signage for details on that respective feature.





Village Mid-Century parapets are often the architectural feature that gets the most attention. At its simplest the lone detail is a stone or tile coping that presents a contrasting band of color, emphasizing the buildings mass horizontally against the sky. Vertical steps are introduced to add architectural interest to the corners or center or to draw attention to signage or other elements like window bays.

In all cases the integrity of the planar quality of the wall surface is to be maintained. In rare occurrences if ornament is desired the motifs of Art Deco parapet sculpture would be most appropriate due to its shallow relief which similarly minimizes the strong contrast of sunlight and deep shadow while still seeking to individualize designs.





STOREFRONTS & SIGNAGE

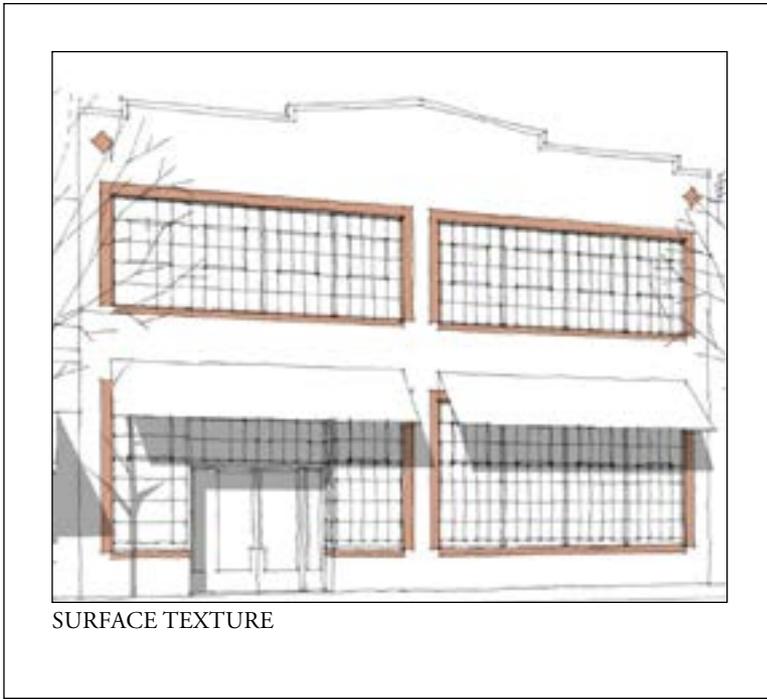


Village Mid-Century Storefronts continue the general themes of the style. Larger in width than height, they contain a majority of glazing punctuated by the entry doors to the interior. Metal window and door frames with thin profile sashwork are most common in order to maintain a light infill appearance. Wood is discouraged due to its heavier appearance.

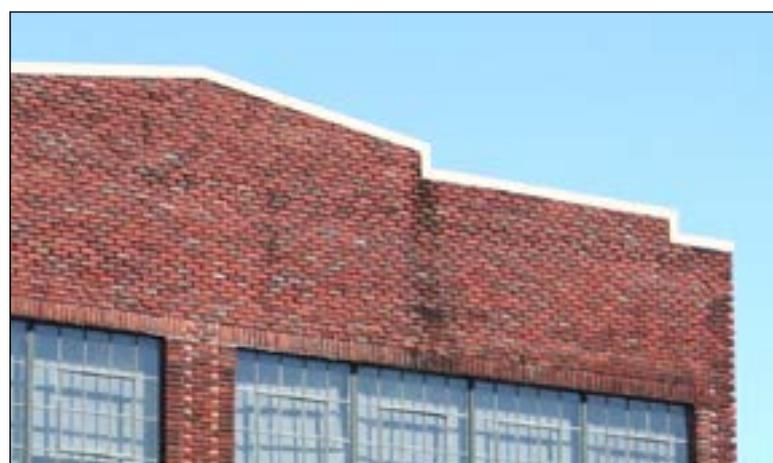
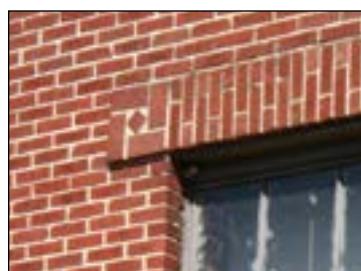
Within the general rectangular openings the entry doors may be placed in any desired composition as symmetry at this smaller scale is less necessary for success. Entries should be larger than normal, often exceeding one door in width, and interesting industrial openings are encouraged. Other building bays may have additional entry points but the main entry should always be clear to the pedestrian.

The simplest way to accomplish this clarity is by placing the store signage directly over the main entry point, either on the awning or applied directly to the wall above the opening. Larger scale signage to be viewed from afar is best located on the parapet wall surface above the upper story windows as depicted.



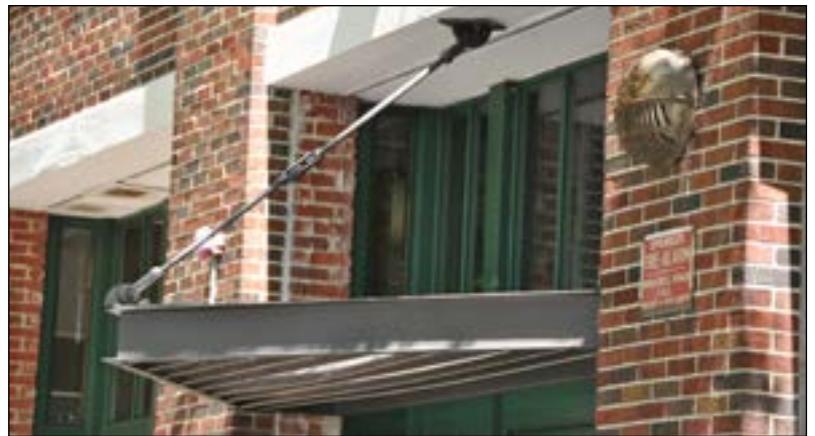


Village Mid-Century walls are of masonry construction with a veneer of brick or less often stucco. Brick is encouraged, especially selections with sharp clean machine like edges and smooth color tone with minimal variations. Accent or contrasting color bricks, or alternate brick bond patterns are encouraged to emphasize the architectural elements and the horizontal plane. While they are encouraged they should also be used with restraint, as an exuberant use of this would not be fitting to the style.





Village Mid-Century awnings have sharp lines and visually ‘hard’ fabrics or materials. No soft curves or frilly, paisley flapping should occur in a Village Mid-Century awning. If sloped they have stiff metal frames with either taut, solid color fabrics or simple metal roofing. The pitch of the awning can range from nearly flat to nearly vertical. Flat awnings can range from running the full width of the building to only projecting out over the entry point. Flat awning thicknesses should never exceed 12” in height unless the larger size is proportional to the mass of the building and is needed for proper structure. Similar to the treatment of the windows, the structure (not the fabric or other covering) of a Village Mid-Century awning should be ‘light’ in appearance.



double pitched awning



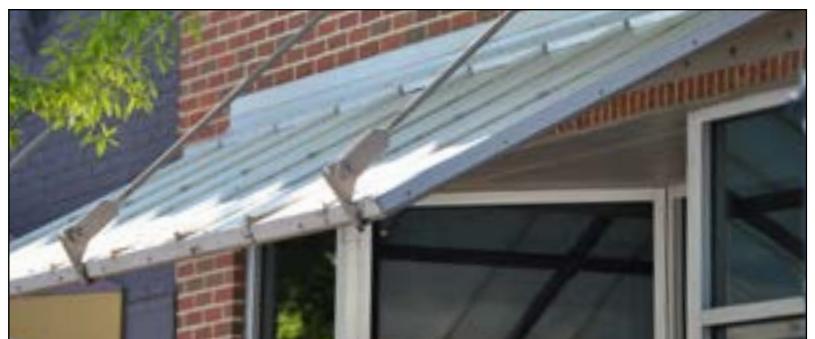
steep single pitched awning



full flat awning



entry flat angled awning



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Lane Parke

LANDSCAPE STANDARDS

The standards set forth in this Section 10 shall apply to the design of the parks and open spaces within Lane Parke. The final designs of the parks, open spaces, streetscapes, sidewalks, curbs and paving shall be designed and constructed in accordance with the standards set forth in this Section 10 (the “Landscape Standards”) and shall be subject to the Design Review Process. Example diagrams have been included in this Landscaping, Parks and Open Spaces Plan as reference material, provided however, such Design Examples shall not be construed as final designs. Final landscaping designs may vary from the Design Examples shown in this Landscaping, Parks and Open Spaces Plan provided such designs substantially conform to the Landscape Standards.



HARDSCAPES

Sidewalk, curb and paving designs, patterns and materials located on Primary Frontages and Secondary Frontages shall be compatible and consistent with the designs, patterns and materials of sidewalks, curbs and paving currently existing in the Village. The scale will be pedestrian friendly and encourage flow throughout the village. Enhanced design features may be permitted in accordance with the following:

All walkways located on Primary Frontages and Secondary Frontages will carry out the general theme of paving in the Village. Sidewalk corners at street intersections located on Primary Frontages and Secondary Frontages will have the same wood mold brick in a diagonal herringbone pattern with flat rowlock and soldier border as currently used. This will provide a seamless transition from the existing urban fabric to the new construction.

Beyond the corners, the sidewalks located on Primary Frontages and Secondary Frontages will be paved in concrete using the same scored running bond pattern, with the wood mold brick border. Stone accents will be used in a field of brick in special areas, such as drop off for the inn, plazas, pocket parks, some of the anchor stores and all corners at intersections located on Primary Frontages and Secondary Frontages.

Sidewalks on Primary Frontages shall be between eight (8) and twelve (12) feet wide, except that the sidewalks located on that portion of Lane Park Road north of Park Lane Court South shall be between six (6) and twelve (12) feet wide. Sidewalks on Secondary Frontages and Private Frontages shall be between six (6) and twelve (12) feet wide except that sidewalks in the Residential Use Area shall be a minimum of five (5) feet wide in accordance with the Residence G Standards.

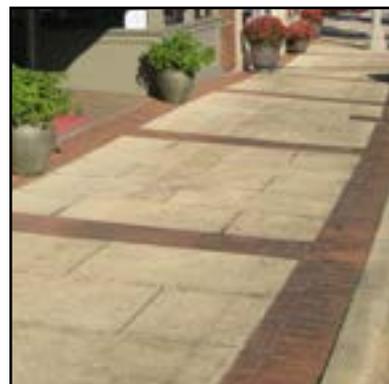
Streets will be paved in asphalt with concrete curb and gutter.

IDENTIFYING FEATURES

1. PEDESTRIAN FRIENDLY
2. A FIELD OF WOOD MOLD BRICK USED AT CORNERS ON PRIMARY FRONTAGES AND SECONDARY FRONTAGES.
3. SCORED BUFF CONCRETE WITH WOOD MOLD BRICK BANDS FOR ACCENT ALONG PRIMARY FRONTAGES AND SECONDARY FRONTAGES.
4. STONE ACCENTS AND STAINED CONCRETE USED AT SPECIAL ENTRANCES AND PLAZAS.
5. SMOOTH TRANSITION OF MATERIALS FROM EXISTING MOUNTAIN BROOK VILLAGE



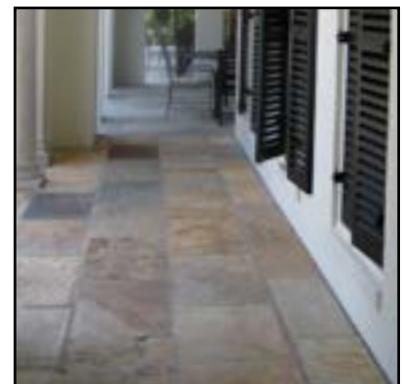
Brick Crosswalks



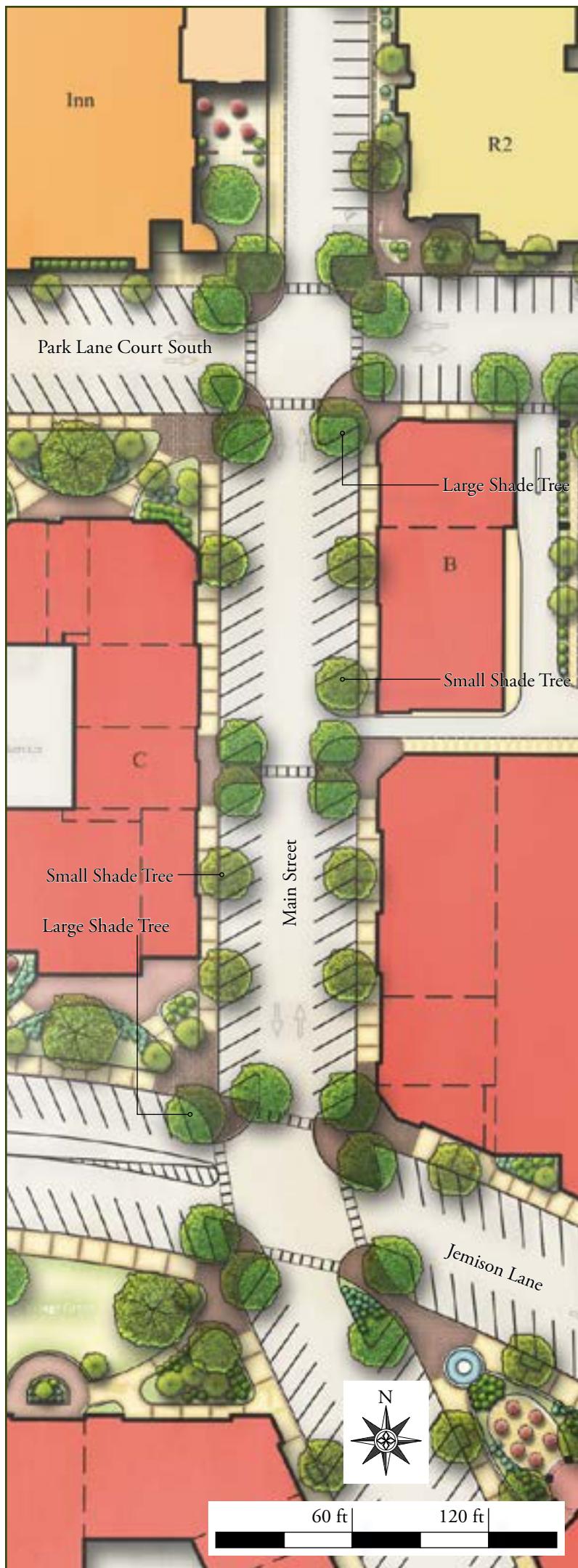
Scored Buff Concrete with Brick Bands



Brick at Sidewalk Corners



Special Stone Surfaces



STREET PLANTINGS

Trees and plantings shall be compatible and consistent with those used throughout the Village along Primary Frontages, and Secondary Frontages, and along and within parking areas. Planters, benches and other similar features may be included, provided they are consistent with and complementary to those utilized throughout the Village. Enhanced design features may be permitted in accordance with the following:

A major characteristic of Mountain Brook is the lush tree canopy of the city. The majestic oaks at the intersection of Cahaba Road and Montevallo Road are iconic to Mountain Brook Village. The main reason these tall giants achieved such size in a streetscape situation is because of the large amount of root volume space in the islands. The large islands have allowed sufficient area for growth to reach maturity.

Street trees in small pits surrounded by paving do not achieve their true mature size or reach the potential longevity. It is our intent to provide a series of islands (adjacent to parking spaces) along Primary Frontages, and Secondary Frontages, and along and within parking areas with ample space to allow enough root volume to achieve a similar size. These islands will be placed at each corner along the streetscape of Primary Frontages and Secondary Frontages to create an allee effect with a larger space size. These large shade tree plantings will eventually tower over any merchant signage per the described preference in the Village Master Plans.

Each street along Primary Frontages and Secondary Frontages will have a different species of large shade tree for the corners. Between the larger shade trees will be another species of a medium size shade tree. A low growing ground cover will be used predominately in these islands with a double row of evergreen shrubs. Unlike shrubs, the ground cover will not be as competitive with the tree for root growth and water but add another layer of green to the streetscape.

Most trees will be indigenous (or accepted cultivars) to the area and appropriate for the microclimate, suitable for urban conditions and unhindered pedestrian flow. Providing native trees will blend with the existing canopies in adjacent neighborhoods, village canopy and tree massing at the Botanical Gardens. There are a few accepted exotics trees, appropriate for streetscapes, which will be acceptable such as Elm varieties and Chinese Pistache.

SHRUBS, GROUND COVER AND VINES

Shrubs will occur where there are larger areas of walkway such as pocket parks, plazas, parks, sidewalks wider than ten feet, Cahaba Road or when screening is needed. Shrubs will not occur unless there is ample room for pedestrians to flow smoothly through an area. Vines will be planted at the base of columns in colonnade areas for additional greenery with evergreen flowering plants such as Carolina Jessamine and Confederate Jasmine.

IDENTIFYING FEATURES

1. ISLANDS TO SUPPORT LARGE SHADE TREES AT CORNERS ALONG PRIMARY FRONTAGES AND SECONDARY FRONTAGES
2. LARGE AND MEDIUM SIZE NATIVE SHADE TREES
3. EVERGREEN AND FLOWERING ACCENT TREES TO COMPLEMENT THE SHADE TREES



OPEN SPACE, STORM WATER MANAGEMENT AND ACTIVE CONNECTIVITY

Open space within Lane Parke shall include the Village Green, the Woodland Park, residential green space and numerous pocket parks and spaces of passage.

It is the goal to manage stormwater leaving the site and improve water quality. Maximizing water percolation into the ground is key to the management of the amount of runoff in a development. Lane Parke will strive to use a number of techniques like bioretention or raingardens, pervious paving in strategic locations and infiltration swales to assist in the percolation of water into the ground. All these methods filter the water and improve water quality.

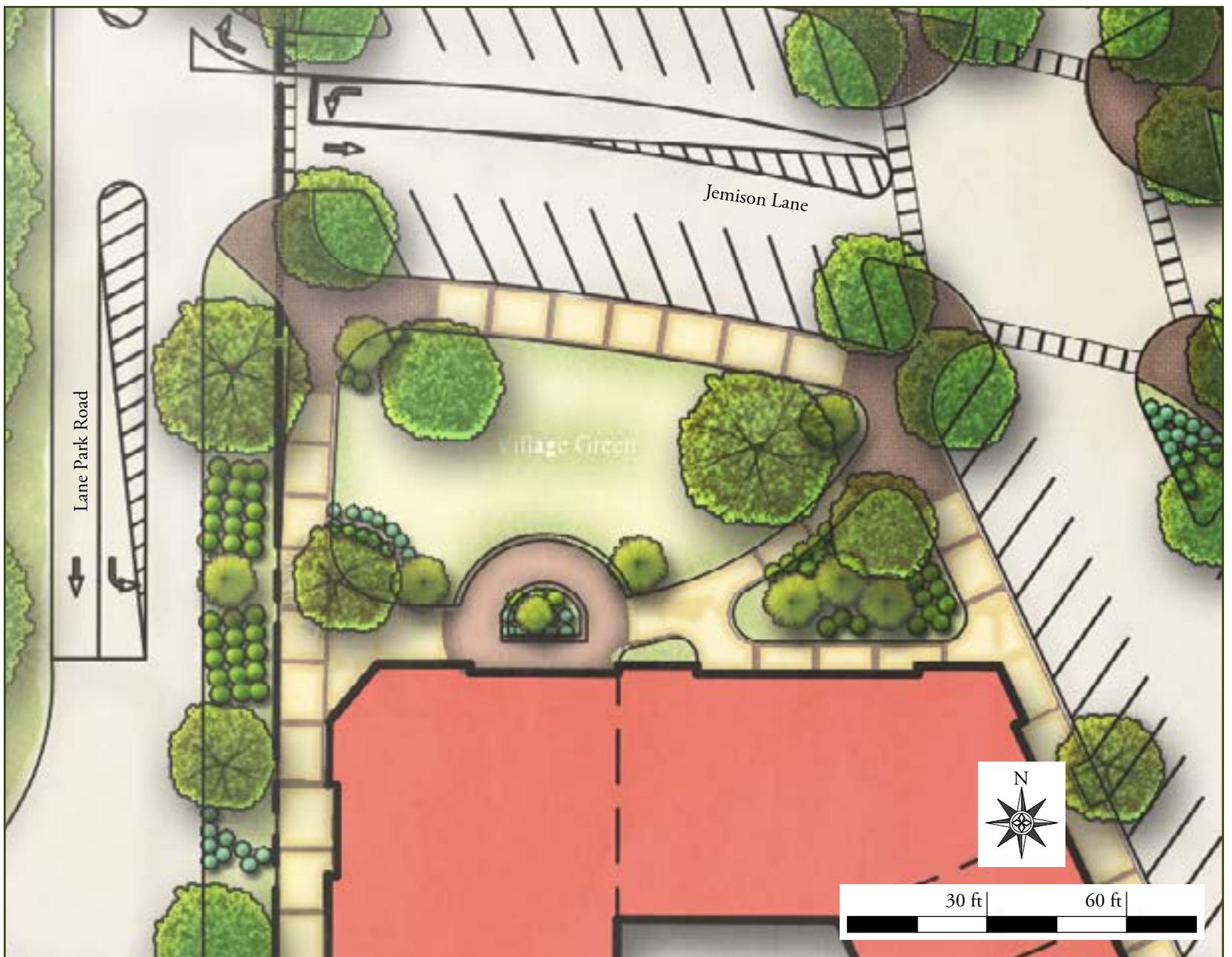
All parks and public spaces are connected by a walkway system providing linkage to streetscapes and beyond to the Village and adjacent neighborhoods. These walkways will complement the existing network identified in the

Mountain Brook Pedestrian Master Plan and beyond providing linkage to the proposed greenways and trails of the Our One Mile Greenway Master Plan for Jefferson County.

IDENTIFYING FEATURES

1. VILLAGE GREEN
2. WOODLAND PARK
3. RESIDENTIAL GREEN SPACE
4. ACTIVE CONNECTIVITY WITH THE MOUNTAIN BROOK
5. INNOVATIVE STORM WATER MANAGEMENT
6. TREE LINED STREETS





VILLAGE GREEN

The Village Green will be located at the intersection of Jemison Lane and Lane Park Road and is the northern tip of this block. The green shall be designed and constructed in accordance with the following:

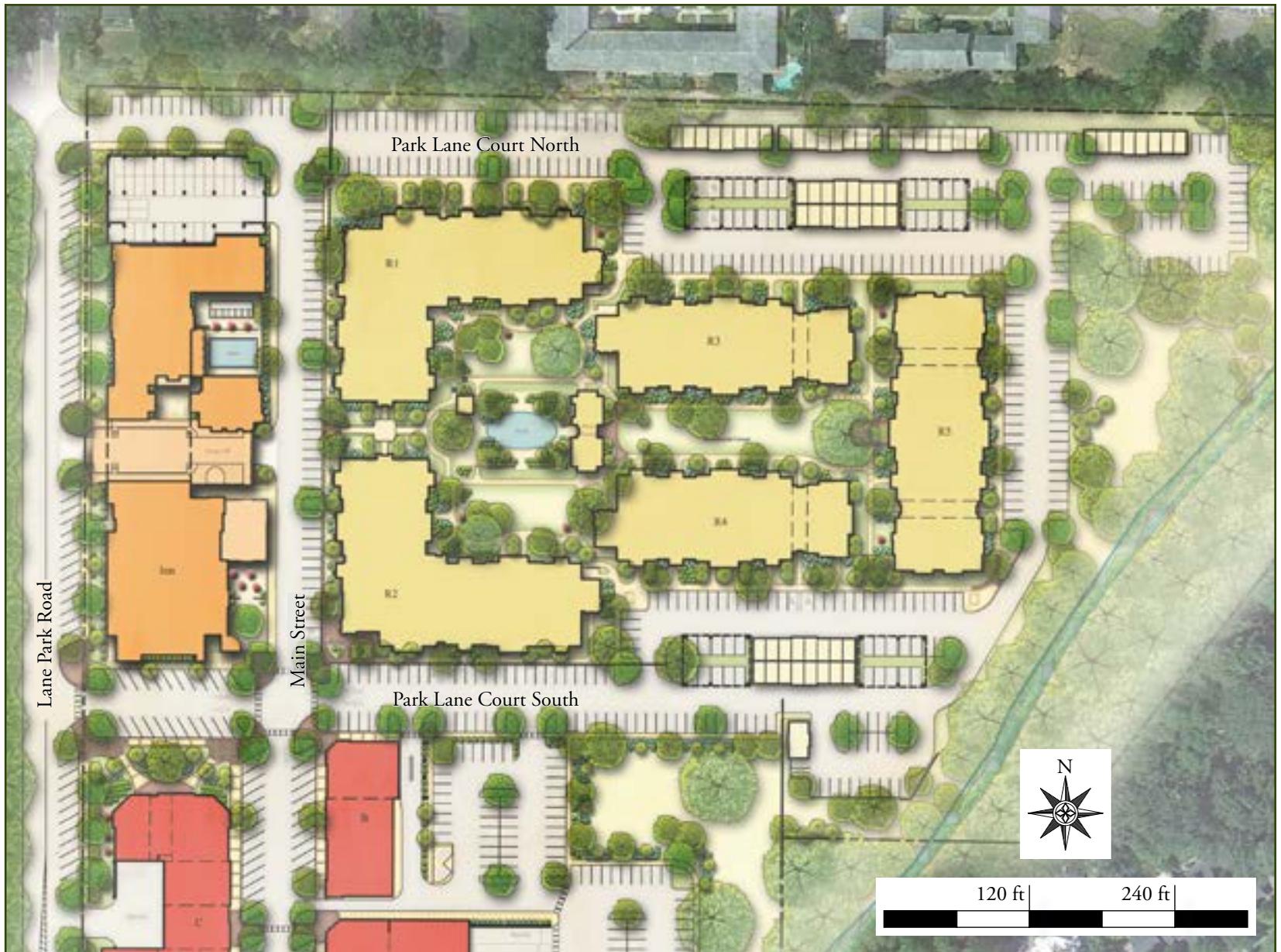
The Village Green will be a formal green space for the Village and provide a civic space for public gathering and passive use. This green space provides a continuous green canopy from the Birmingham Botanical Gardens in the west into Lane Parke and along Jemison Lane connecting with the natural corridor of Watkins Brook in the east. Native trees seen in both natural areas, in the eastern and western borders, will be used in the park and along the streetscape to strengthen that green connection. Doing so increases street tree sustainability and is in keeping with the natural context of the area with seasonal interest.

A central plaza will be the focal point of the park with an opportunity for artistic expression in the way of a fountain, sculpture or plantings. This plaza

area acts as an outdoor room for the adjacent buildings and transition to the lawn space and streetscapes beyond. Occasional seating is included with street lights and other site furnishings. A formal lawn space for passive play and gathering is surrounded by a perimeter walkway connecting the green to the network of traditional walkways found throughout the Village and beyond.

IDENTIFYING FEATURES

1. FORMAL LAWN FOR CIVIC EVENTS AND GATHERINGS
2. OCCASIONAL SEATING
3. BIORETENTION IN THE LAWN
4. PEDESTRIAN CONNECTIVITY
5. GREEN CONTINUITY WITH SURROUNDING AREAS
6. OUTDOOR DINING



RESIDENTIAL GREEN SPACE

Residential green space will be located around the inn, residences, creek and as buffer to parking areas in accordance with the Open Space Requirements. These areas are pedestrian friendly with connectivity to all retail spaces, parks and to the Village beyond. Selected existing shade trees of good health have been identified to be protected and incorporated in the new landscape. These mature specimens mixed with new plantings will create a quiet and mature look for the residences. A diverse selection of native shade trees, evergreen and flowering accent trees will be used throughout the area.

The canopy will blend in with the surrounding canopies of adjacent residential neighborhoods and the Birmingham Botanical Gardens across the street. Shrubs and groundcover will provide seasonal interest with a varied texture and color palette. Native plants will be incorporated to provide interest for local birds and wildlife.

The lawn will also be designed with bioretention infrastructure aiding storm water to percolate in the ground thus minimizing storm water runoff. Overflow will travel to Woodland Park for another opportunity of infiltration before reaching the creek.

IDENTIFYING FEATURES

1. QUIET AND PEDESTRIAN FRIENDLY
2. PEDESTRIAN CONNECTIVITY TO RETAIL SPACES, PARKS AND BEYOND
3. A DIVERSE SELECTION OF NATIVE SHADE TREES
4. EVERGREEN AND FLOWERING ACCENT TREE
5. VARIED PALETTE OF SHRUBS AND GROUND COVER FOR SEASONAL INTEREST
6. SELECTED HEALTHY EXISTING TREES PROTECTED



WOODLAND PARK

The Woodland Park will be located as shown on the Illustrative Master Plan and shall be completed by the completion of construction of the Residential Phase.

Plantings within the natural area will include riparian plants for creek stabilization and indigenous trees planted beyond the creek (similar to the eastern slope to bring that canopy type throughout the Woodland Park and reminiscent to the canopy at the Botanical Gardens to the west of Lane Park Road). Native plant massing will be used throughout and with areas of native shrubs, groundcover and wildflowers.

Walking paths, similar to the Jemison Trail, will connect the Village with the natural areas and designated areas for wildlife observation, picnics and informal gathering and walks. These paths via the walkway system will connect with the existing Mountain Brook trail system. The exposed creek will be reminiscent to a rock lined mountain stream with natural plantings.

Plants will be watered initially for stabilization only. Long term irrigation will not be used. Bioretention will be used to handle storm water overflow and filter toxins present before entering Watkins Branch.

IDENTIFYING FEATURES

1. NATIVE TREE CANOPY
2. TRAILS
3. CONNECTIVITY WITH MOUNTAIN BROOK TRAIL SYSTEM
4. NATIVE PLANTS AND WILDFLOWERS
5. WILDLIFE OBSERVATION
6. COMPLEMENTS ADJACENT EXISTING TREE CANOPIES
7. OCCASIONAL SEATING

SHADE TREES

Latin Name	Common Name
Fagus grandifolia	American Beech
Fraxinus pennsylvanica	Green Ash
Fraxinus pennsylvanica 'Patmore'	Pat Moore Ash
Fraxinus pennsylvanica 'Urbanite'	Urbanite Ash
Ginkgo biloba	Ginkgo
Koelreuteria bipinnata	Golden Rain Tree
Liquidambar styraciflua	Fruitless Sweetgum
Liriodendron tulipifera	Tulip Poplar
Magnolia grandiflora	Southern Magnolia
Magnolia macrophylla	Big Leaf Magnolia
Nyssa sylvatica	Black Gum
Pistacia chinensis	Chinese Pistache
Quercus alba	White Oak
Quercus falcata	Southern Red Oak
Quercus lyrata	Overcup Oak
Quercus michauxii	Swamp Chestnut Oak
Quercus nuttallii	Nuttall Oak
Quercus phellos	Willow Oak
Quercus shumardii	Shumard Oak
Taxodium distichum	Cypress
Ulmus parvifolia	Lacebark Elm
Ulmus parvifolia "Bosque"	Bosque Elm
Ulmus parvifolia "Drake"	Drake Elm

SMALL ACCENT TREES

Latin Name	Common Name
Acer palmatum	Japanese Maple
Betula nigra	River Birch
Cercis canadensis	Redbud
Cornis florida	Dogwood
Crataegus marshallii	Parsley Hawthorn
Ilex cornuta "burfordii"	Burford Holly
Ilex decidua	Deciduous Holly
Ilex vomitoria	Yaupon Holly
Lagerstroemia indica	Crape Myrtle
Magnolia virginiana 'Australis'	Sweet Bay Magnolia
Malus x zumi	Zumi Crabapple
Myrica cerifera	Wax Myrtle

VINES

Latin Name	Common Name
Ficus pumila	Fig Vine
Gelsemium sempervirens	Carolina Jessamine
Parthenocissus tricuspidata	Boston Ivy
Smilax lanceolata	Smilax
Trachelospermum asiaticum	Asiatic Jasmine
Trachelospermum jasminoides	Star Jasmine

NATIVE PLANTS FOR NATURAL AREAS

Latin Name	Common Name
Aesculus pavia	Red Buckeye
Ageratum	Hardy Ageratum
Asimina triloba	PawPaw
Asclepias tuberosa	Butterfly Weed
Betula nigra	River Birch
Callicarpa americana	American Beautyberry
Calycanthus floridus	Carolina Sweetshrub
Carpinus caroliniana	American Hornbeam
Cercis canadensis	Redbud
Chionanthus virginicus	Fringe Tree
Clethera accuminata	Summersweet
Coreopsis	Coreopsis
Cornus florida	Flowering Dogwood
Crataegus marshallii	Parsley Hawthorn
Daucus corata	Queen Annes Lace
Euonymus americana	Hearts a Bustin'
Fagus grandifolia	American Beech
Fothergilla gardenia 'Mt. Airy'	Fothergilla selections
Halesia diptera	Silver Bell
Hibiscus militaris	Swamp Hibiscus
Hydrangea quercifolia	Oakleaf Hydrangea
Ilex decidua	Deciduous Holly
Kalmia latifolia	Mountain Laurel
Magnolia macrophylla	Bigleaf Magnolia
Magnolia virginiana	Sweet Bay Magnolia
Prunus americana	Wild Plum
Rudbeckia	Black Eye Susan
Schizachyrium scoparium	Little Bluestem
Violet odorata	Sweet Violet

SHRUBS AND GROUND COVER

Latin Name	Common Name
Abelia grandiflora	Glossy Abelia
Agarista populifolia	Florida Leucothoe
Aspidistra elatior	Aspidistra
Berberis thunbergii	Red Leaf Barberry
Clethera accuminata	Summersweet
Cotoneaster horizontalis	Cotoneaster
Cotoneaster lacteus	Parney's Cotoneaster
Cyrtomium falcatum	Holly Leaf Fern
Euonymus alatus	Winged Euonymus
Euonymus americana	Hearts a Bustin'
Forsythia intermedia	Forsythia
Fothergilla gardenia 'Mt. Airy'	Fothergilla selections
H. quercifolia 'Alice'	Oakleaf Hydrangea
H. quercifolia 'Pee Wee'	Oakleaf Hydrangea
H. quercifolia 'Snow Flake'	Oakleaf Hydrangea
H. quercifolia 'Snowqueen'	Oakleaf Hydrangea
Hamamelis virginiana	Witchhazel
Ilex cornuta "Burfordii"	Burford Chinese Holly
Ilex latifolia	Luster-Leaf Holly
Ilex vomitoria	Yaupon
Ilex x messerve 'Blue Princess'	Blue Princess Holly
Ilex x 'Nellie Stevens'	Nellie Stevens Holly
Jasminum floridum	Florida Jasmine
Jasminum mesnyi	Primrose Jasmine
Juniperus conferta	Shore Juniper
K. latifolia 'Minuet'	Mountain Laurel (Dwarf)
K. latifolia 'Sarah', 'Nathan Hale'	Mountain Laurel
Leucothoe fontanesiana	Leucothoe
Liriope muscari	Liriope
Myrica cerifera	Wax Myrtle
Nandina domestica	Nandina
Ophiopogon japonicus	Mondo
Prunus laurocerasus 'Schipkaensis'	Skip Laurel
Raphiolepis indica	Indian Hawthorn
Rosa 'Radrax'	Knockout Rose
Spiraea cantoniensis	Reeves Spirea
Spiraea thunbergii	Baby's Breath Spirea
Spiraea vanhouttei	Vanhoutte Spirea
Ternstroemia gymnanthera	Cleyera
Vinca major	Vinca

RIPARIAN PLANTS FOR CREEK STABILIZATION

Latin Name	Common Name
<i>Trees</i>	
Acer rubrum (FAC)	Red Maple
Betula nigra (FACW)	River Birch
Cornus amomum	Silky Dogwood
Cornus foemina (FACW-)	Swamp Dogwood
Magnolia virginiana (FACW+)	Sweet Bay Magnolia
Nyssa aquatica (OBL)	Water Tupelo
Quercus michauxii	Swamp Chestnut Oak
Quercus nigra (FAC)	Water Oak
Quercus phellos (FACW-)	Willow Oak
Quercus shumardii (FACW-)	Shumard Oak
Salix nigra (OBL)	Black Willow
Taxodium distichum (OBL)	Bald Cypress
<i>Grasses/Herbs</i>	
Amorpha fruticosa (FACW)	False Indigo
Andropogon gerardii (FAC)	Big Blue Stem
Asclepias incarnata (OBL)	Milkweed
Aster sp.	Aster
Echinacea purpureum	Purple Cone Flower
Eupatorium purpureum	Joe-Pye Weed
Helenium autumnale (FACW)	Sneeze Weed
Helianthus simulans	Swamp Sunflower
Juncus effuses	Common Rush
Lobelia cardinali	Cardinal Flower
Panicum virgatum	Switch Grass
Schizachyrium scoparium (FACU)	Little Blue Stem
Scirpus sp.	Wool Rush
Sorghastrum nutans (FACU)	Indian Grass
Tripsicum dactyloides	Gamma Grass
<i>Shrubs</i>	
Cephalanthus occidentalis (OBL)	Buttonbush
Hydrangea querciflora (FACU)	Oak leafed Hydrangea
Ilex cassine (FACW)	Dahoon Holly
Itea virginica (FACW+)	Virginia Sweetspire
Myrica cerifera (FAC+)	Wax Myrtle
Rhododendron sp.	Native Azalea
Viburnum nodum (FACW+)	Poosumhaw
<i>Ferns</i>	
Dryopteris erythrosora	Autumn Fern
Onoclea sensibilis (FACW)	Sensitive Fern
Osmunda sp. (FACW+)	Cinnamon Fern
Woodwardia areolata (OBL)	Netted Chain Fern



The standards set forth in this Section 11 shall apply to the design of lighting and screening within Lane Parke (the “Lighting and Screening Standards”).

LIGHTING

Lighting fixtures will be provided throughout Lane Parke sufficient to produce an average of 1.5 foot candles of light for all public areas for the comfort and safety of patrons and residents. The light fixtures will be thoughtfully placed so as not to detract from the architecture but enhance the massing and details of the varied styles, and generally in accordance with the following:

STREET LIGHTING

The traditional acorn styled street light will be used on all streets within Lane Parke. Light poles will be appropriately spaced to provide an average of 1.5 foot candles of light coverage. In addition, ground up lighting will be placed at all street tree locations and where appropriate at building facades. Storefronts will contribute to the light levels due to the large amount of glass area required for each building facade.

BUILDING FACADES

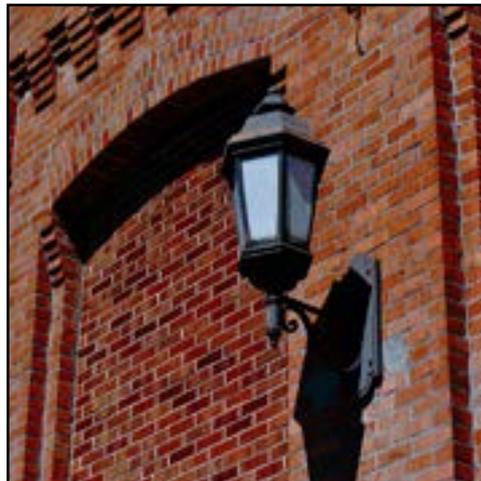
A variety of wall sconces and recessed lighting fixtures will be used throughout Lane Parke, which will be located at appropriate locations in order to highlight entrances, public walkways and specific shops. Architectural accent lighting will also be used and will be located on the rear of parapets and on the roofs to highlight special architectural features.

STRUCTURED PARKING

The primary source of illumination for ~~the any~~ Parking Structure ~~will should~~ be ~~metal halide~~ light fixtures hung from the ceiling and appropriately spaced. On the roof top level of ~~the any~~ Parking Structure, ~~pole~~ lighting ~~will may~~ shall be ~~employed but will should be supplemented with~~ supplied by recessed wall mounted ~~or similar~~ fixtures in order to limit the amount of ~~pole lights and~~ light spillage. ~~No pole lights shall be employed on the roof top level of any~~ Parking Structure.

IDENTIFYING FEATURES

1. CLASSIC ACORN STREET LIGHT
2. SUBTLE ILLUMINATION ON STREET – NOT TOO BRIGHT
3. ACCENT LIGHTING ON ARCHITECTURAL FEATURES AND TREES
4. BRIGHT ILLUMINATION IN PARKING DECKS



SCREENING

All mechanical equipment will be screened so that no portion of the equipment is visible from an eye level view or from below. Screening materials shall be complementary to the building materials used in adjacent structures. Where reasonably possible, forms of trellises will be used as a roof element to provide supplemental screening for such equipment. To the extent mechanical equipment is visible from above, reasonable measures shall be employed to minimize the visibility of such equipment, including painting such equipment to match the screening enclosure or the roof.



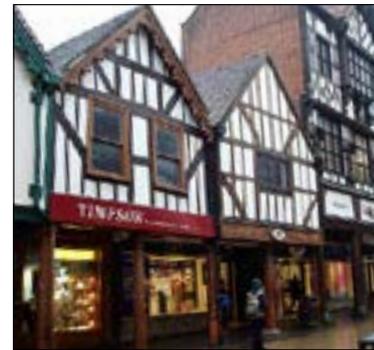
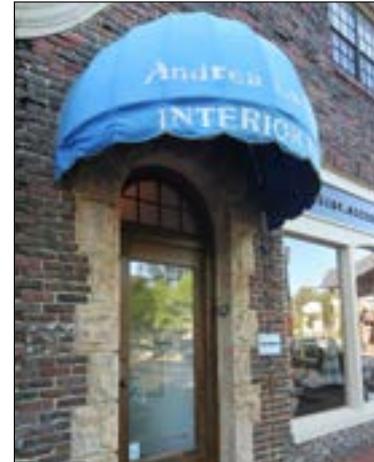
12. SIGNAGE PLAN

The standards set forth in this Section 11 shall apply to the design of signs and awnings within Lane Parke (the “Signage Plan”), and all signs and awnings shall be approved by the Design Committee in accordance with the requirements of the City Code.

VILLAGE ROMANTIC

The most common types of signage in this style are painted plaques hung from a single decorative bracket mounted perpendicular to the face of the building. Other types of signage include those printed on awnings over entrances, stenciled/painted script on linear plaques over entrances and stenciling on storefront glass.

Typical sign size classification: 2’x 3’ for hanging signs – Other types will vary with building configuration.



SOUTHERN MERCANTILE

Large and bold lettering mounted (or stenciled) onto friezes and/or head casing of storefronts, as well as painted lettering on awnings over entrances and storefront glass are the most common types of signage in this style. Painted masonry (frequently on the sides of corner buildings) and hanging signs similar to those found in Village Romantic are also common.

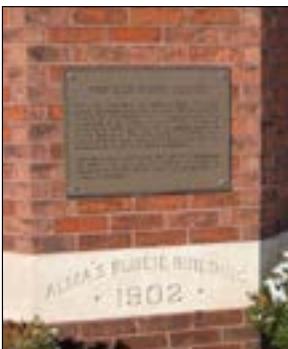
Typical signage size classification: 6-8’ x 2’ for storefront signage. Painted masonry can cover large expanses of side walls. Other types will vary with building configuration.



BIRMINGHAM CLASSIC

Signage tends to be less bold than in other styles. The highest style examples will have the building or occupant's name carved into the frieze or pediment. Small plaques either wood or cast metal are also frequently mounted on the building surfaces as well as lettering on awnings. Site permitting, classically detailed free standing signs or monuments are also appropriate.

Typical signage size classification: 3-4' x 6-12" sized to fit within frieze applications. Wall mounted plaques and free standing signage will vary with building configuration.



VILLAGE MID-CENTURY

The more austere surfaces of these buildings are often enriched by large painted or mounted signs over entrances and/or parapets. Awnings with stenciled or mounted signage or perpendicular hanging signs also can add liveliness to this style.

Typical signage size classification: Painted signage can span across several bays of a building's façade. Mounted signage tends to be of a similar scale to those found on Southern Mercantile buildings, however it can and often is applied to a building in a vertical orientation.



13. PARKING, ACCESS AND TRAFFIC PLAN

PARKING

To service the parking demands of the improvements to be constructed within Lane Parke, not less than ~~1,201~~ **1,134** ~~1,099~~ parking spaces are projected to be provided (the “Total Parking Supply”) as follows:

Surface Parking	1,013 spaces
Parking Structure	188 spaces
Total	1,201 spaces

~~Surface parking figures include Ground Level parking spaces within the Parking Structure.~~

Parking spaces in excess of the Total Parking Supply may be provided.

Based upon the methodology set forth herein, the Total Parking Supply will be sufficient to (i) satisfy existing zoning standards and (ii) meet the anticipated parking demand created by the uses and improvements of Lane Parke.

The Total Parking Supply satisfies the requirements of existing zoning when using the shared parking methodology permitted by the Village Overlay Standards. The Village Overlay Standards require that approximately 1,231 parking spaces be provided (the “Code Parking”) to service the uses and improvements to be included within Lane Parke. The Code Parking reflects the number of parking spaces required for non-shared uses under Section 129-555(a) of the Village Overlay Standards, as reduced for shared parking arrangements in accordance with Section 129-555(b)(3)(d) thereof, which provides that “the cumulative requirements of uses sharing the parking may be reduced for uses having different hours of operation or different peak periods of demand . . . [provided the] proposed reduction shall be based upon recognized industry sources, such as the most recent edition of the Urban Land Institute Shared Parking Model.” As more particularly set forth in the Shared Parking Analysis (as defined below), the Code Parking was determined by applying the shared parking model established by the Urban Land Institute.

To evaluate anticipated parking demand within Lane Parke, Walker Parking Consultants (“Walker”), a leading national parking consultant, has prepared a Shared Parking Analysis, a copy of which has been submitted with this PUD Application as Appendix A (the “Shared Parking Analysis”). In preparing the Shared Parking Analysis, Walker has utilized the methods prescribed by *Shared Parking, 2nd Edition* (as updated as of January, 2005), an industry standard publication commissioned and approved by the Urban Land Institute and the International Council of Shopping Centers.

The Shared Parking Analysis concludes, among other things, as follows:

- ~~1,136~~ **993** parking spaces are required to serve Lane Parke during periods of peak demand (7:00 p.m. on a Saturday in December).
- Surplus parking is projected to be available 365 days per year.

In accordance with the recommendations of the Shared Parking Analysis, the Total Parking Supply shall be provided, subject only to Permitted Attrition (as defined below), in order to meet projected demand and satisfy the Code Parking.

~~The Parking Structure shall contain bicycle racks conveniently located to encourage bicycle use.~~

~~The Parking Structure is designed to have three (3) parking levels, one (1) level on-grade and two (2) levels above-grade. At the request of the City, on terms mutually acceptable to the City and the Project Owner, the Project Owner will~~

~~agree to construct the Optional City Parking Level in accordance with the Design Standards.~~

“Shared Parking Opinion” shall mean an opinion, addressed to the City, issued by Walker or another nationally recognized parking consultant approved by the City certifying that any increase in the square footage of any specific use in excess of the applicable Shared Parking Assumption for such specific use shall not create parking demand in excess of the Total Parking Supply. If the opening for business by an occupant of space in Lane Parke shall cause the square footage of any specific use (as described in the table below) to exceed the Shared Parking Assumption for such specific use, the Project Owner shall deliver to the zoning officer, prior to such occupant’s opening for business, a Shared Parking Opinion. The Project Owner shall have the right to increase the Total Parking Supply through the use of valet services, off-site parking arrangements, the construction of additional parking spaces or otherwise in order for a Shared Parking Opinion to be issued.

“Shared Parking Assumptions” shall mean:

Land Use	Factor	Unit
Retail	94,273 49,415 47,415	square feet of Net Leasable Area
Pharmacy	9,951 11,157	square feet of Net Leasable Area
Fine/Casual Dining	13,505 10,000 24,500	square feet of Net Leasable Area
Family Restaurant	8,230	square feet of Net Leasable Area
Fast Food	8,229 6,500 3,400	square feet of Net Leasable Area
Hotel =Business	100	rooms
Hotel- Meeting Space	6,655	square feet of Net Leasable Area
Residential Shared, Rental	276	units
Office	25,043	square feet of Net Leasable Area
Bank (Drive In Branch)	4,500 4,340 12,340	square feet of Net Leasable Area
Grocery	27,312 28,300	square feet of Net Leasable Area

“Permitted Attrition” shall mean the permitted reduction in the Total Parking Supply due to handicap parking requirements and permissible variations in the Lane Parke Plan, which shall not exceed 3% of the Total Parking Supply.



TRAFFIC AND ACCESS

The plan of traffic and access for Lane Parke shall be as more particularly set forth herein in this Section 13 (the "Traffic and Access Plan"). The traffic and access improvements constructed in connection with the Lane Parke Plan shall be in accordance with the Traffic and Access Plan.

The Traffic and Access Plan has been prepared in accordance with the recommendations of a Traffic Impact Study prepared by Skipper Consulting, Inc, a leading regional traffic consultant, a copy of which has been submitted with this PUD Application as Appendix B (the "Traffic Impact Study").

The Traffic Impact Study recommends that the following improvements be constructed to better service the traffic demands resulting from the uses and improvements to be included within Lane Parke (collectively, the "Traffic Improvements"):

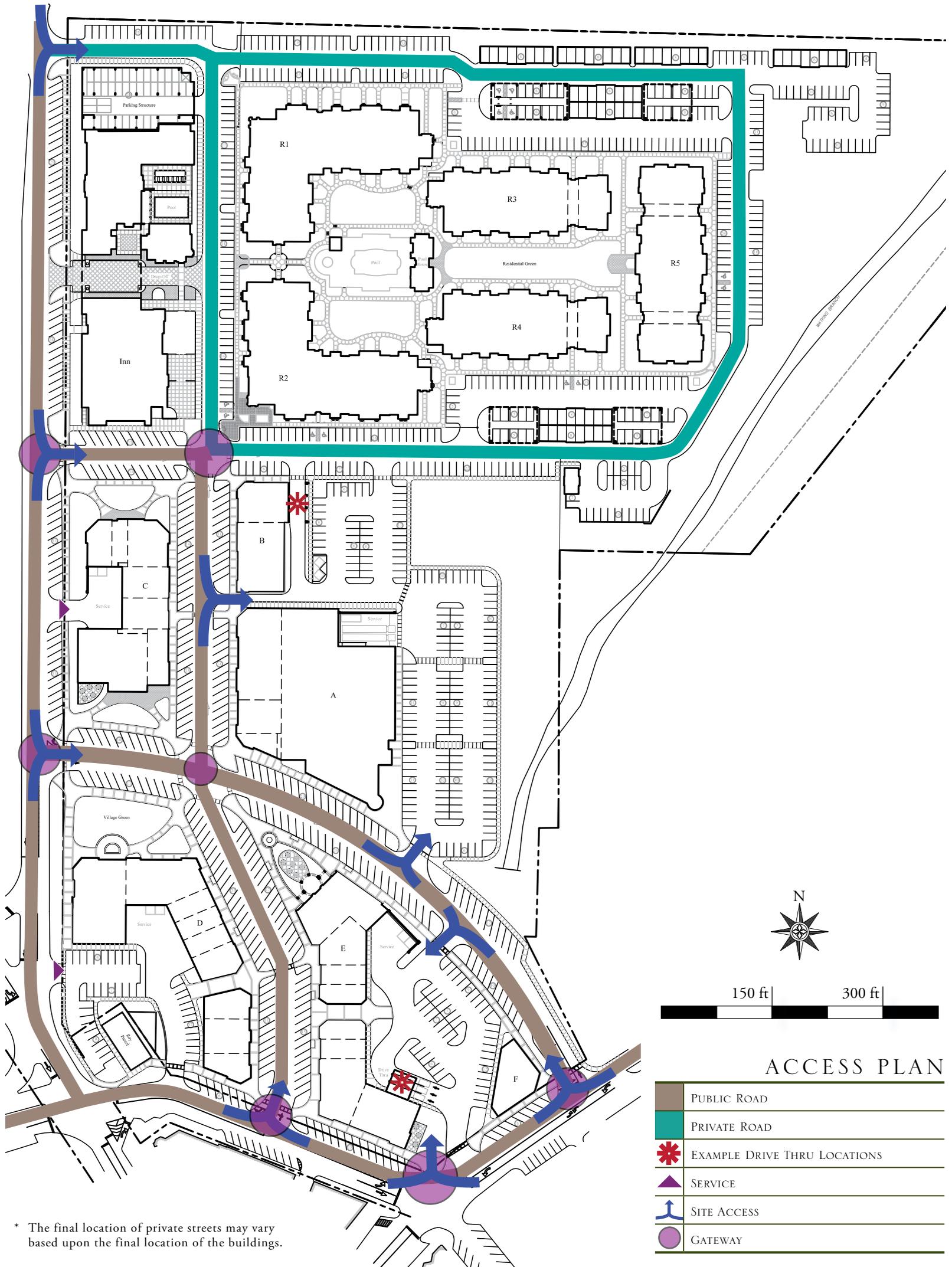
- ~~Widening of~~ Lane Park Road to a three lane cross section from ~~north of the center access to~~ the intersection of Cahaba Road/Culver Road/U.S. Hwy. 280 ramps ~~for approximately 440 feet northward (including turn bay storage, turn bay taper, and transition taper).~~
- ~~Constructing right turn lanes into the south and center accesses on Lane Park Road~~
- ~~Constructing a right turn lane on Lane Park Road southbound turning onto the U.S. Hwy. 280 entrance ramp~~
- Widening of Culver Road to a three lane cross section.
- Restriping Montevallo Road to provide a left turn lane into the site access.
- Modifying the traffic signal at the intersection of Cahaba Road/Lane Park Road/Culver Road/U.S. 280 Ramps to ~~allow for~~ provide a protected-permissive left turn arrow for traffic turning left from the U.S. 280 ramp northbound onto Cahaba Road and Lane Park Road.

In accordance with the recommendations of the Traffic Impact Study, the Traffic Improvements shall be constructed and/or implemented.



PARKING, ACCESS AND TRAFFIC PLAN

* - UPDATED FOR CONSISTENCY WITH ILLUSTRATIVE PLAN

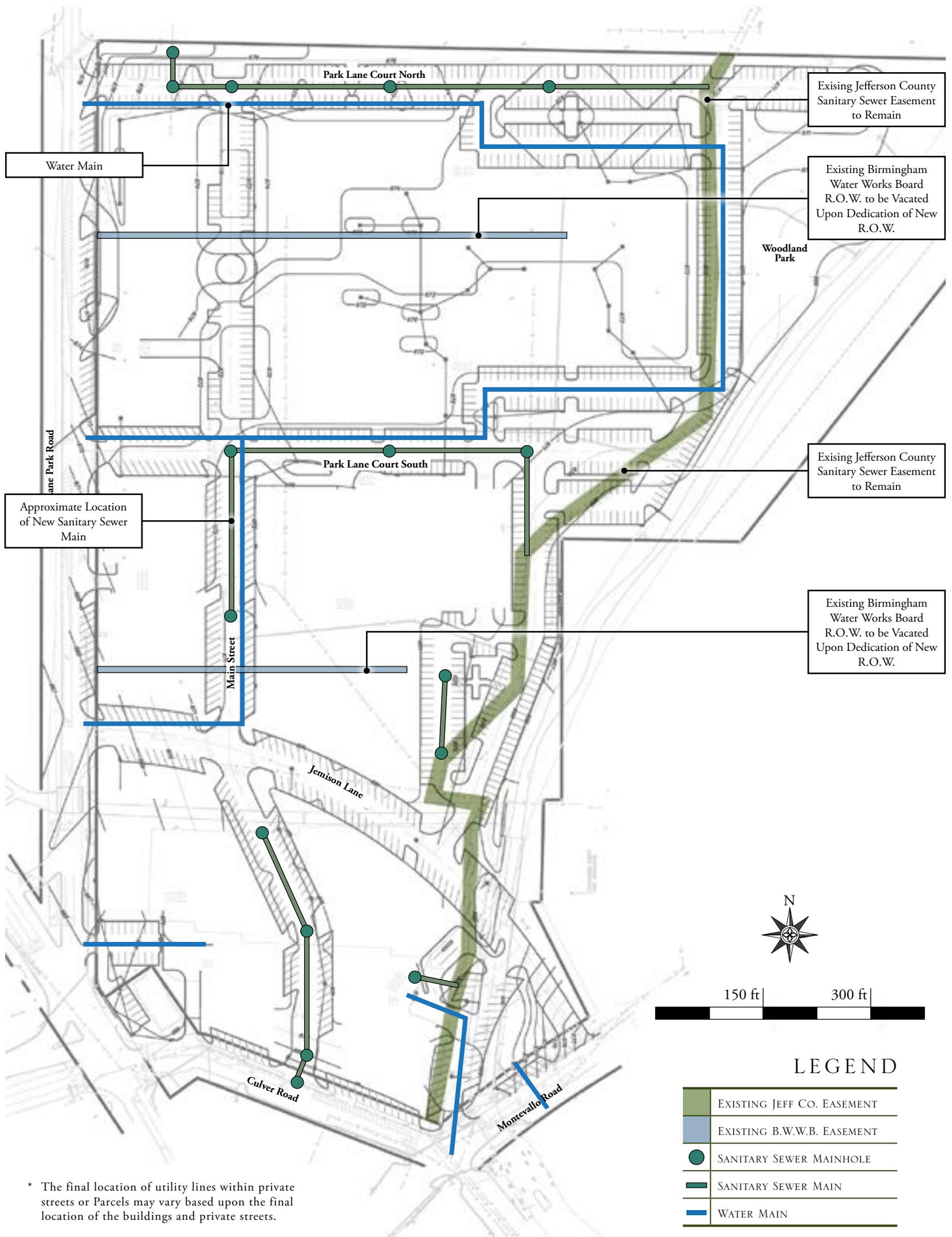


* The final location of private streets may vary based upon the final location of the buildings.



14. UTILITIES AND STORM DRAINAGE PLAN

UTILITIES PLAN

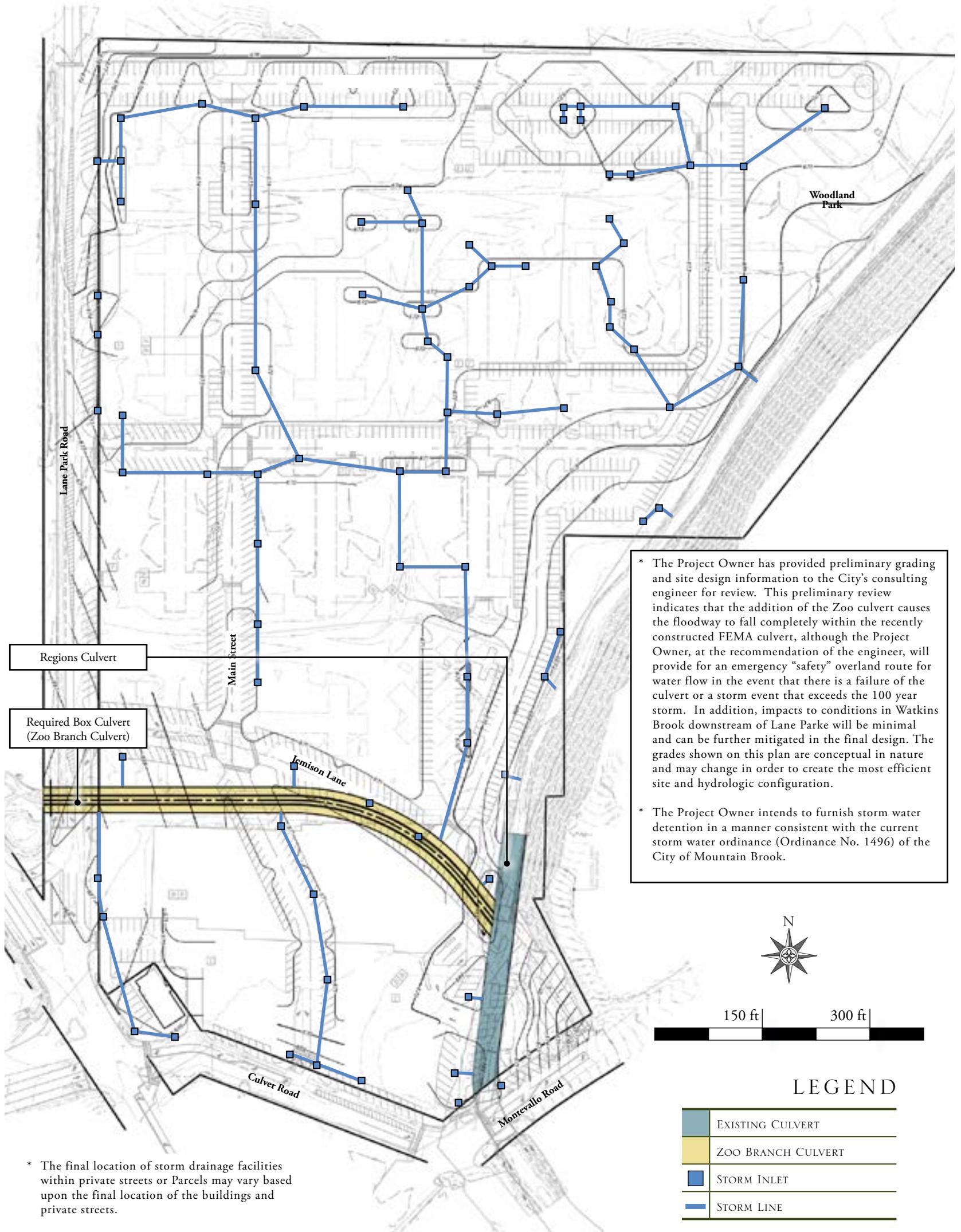


* The final location of utility lines within private streets or Parcels may vary based upon the final location of the buildings and private streets.



UTILITIES AND STORM DRAINAGE PLAN

STORM DRAINAGE PLAN



15. DEVELOPMENT SCHEDULE AND CONSTRUCTION PHASING

Lane Parke is projected to be developed in four (4) Phases, as more particularly depicted below. However, at the election of the Project Owner, each of the Phases may be constructed concurrently, and nothing in this PUD Application shall be construed to require that the Phases be constructed in any particular order. The schedule of construction, subject to force majeure, is anticipated to be as follows:

RESIDENTIAL PHASE

Commencement will occur on or before the date that is one (1) year following approval of this PUD Application.

Substantial completion of improvements within the Residential Phase is anticipated to occur within twenty-six (26) months of commencement of construction of the Residential Phase.

GROCERY/COMMERCIAL PHASE I AND PHASE IA

Commencement anticipated on or before the date that is twenty-six (26) months following approval of this PUD Application.

Substantial completion of improvements within the Grocery/Commercial Phase is anticipated to occur within twenty four (24) months of commencement of construction of the Grocery/Commercial Phase.

RESIDENTIAL PHASE AND GROCERY/COMMERCIAL PHASE I



RETAIL PHASE

Commencement anticipated ~~to occur on or before the date that is six (6) months~~ following completion of improvements in the Grocery/Commercial Phase ~~and subject to the provisions of current or future lease encumbrances which might affect the timing of work.~~

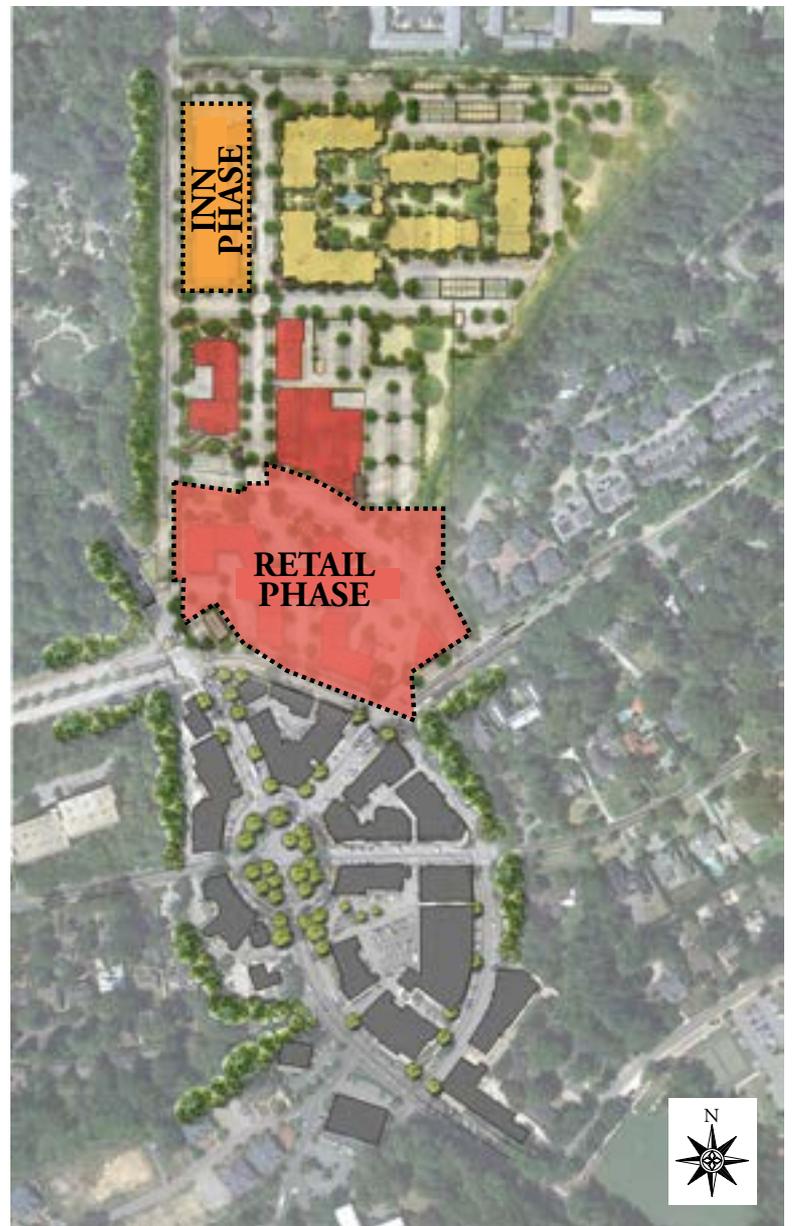
Substantial completion of improvements within the Retail Phase is anticipated to occur within twenty four (24) months of commencement of construction of the Retail Phase.

INN PHASE

Commencement anticipated on or before the date that is four (4) years following approval of this PUD Application.

Substantial completion of all improvements within the Inn Phase is anticipated to occur within twenty four (24) months of commencement of construction of the Inn Phase.

INN PHASE AND RETAIL PHASE



INTERIM CONSTRUCTION PHASE

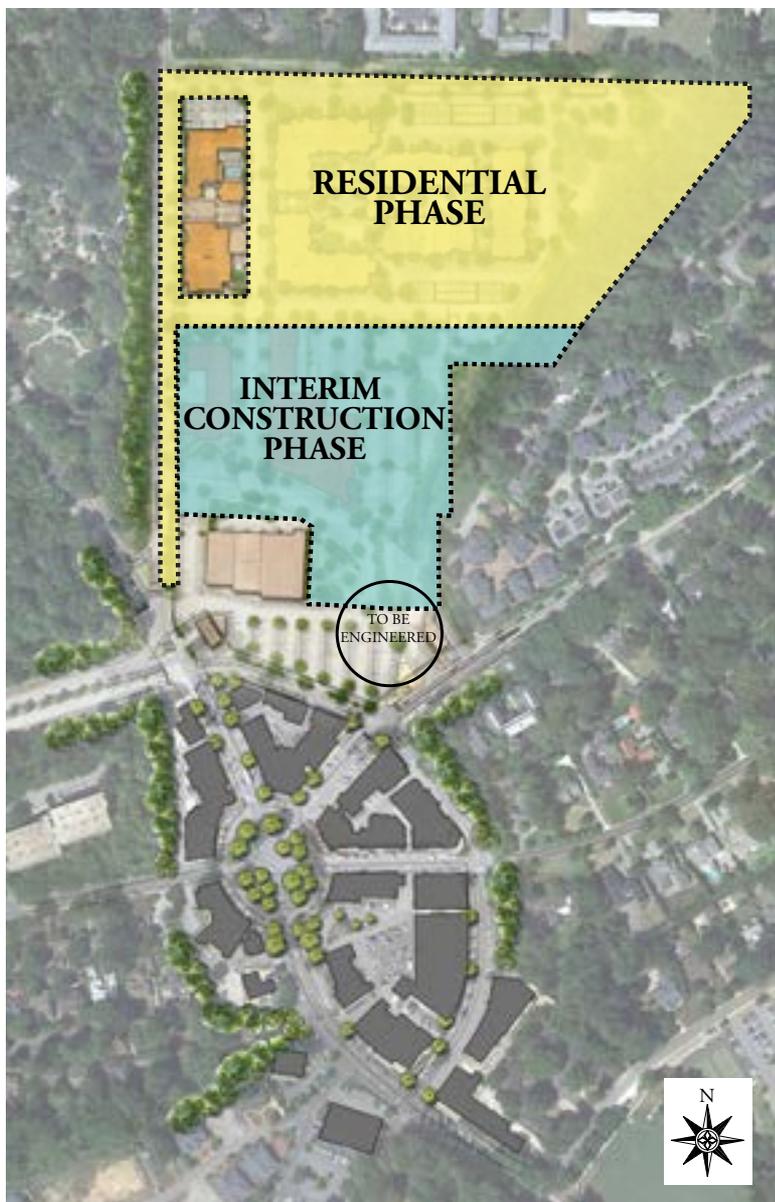
An interim phase of development may be necessary in order to allow construction of certain portions of the development to continue while honoring lease obligations to existing tenants of the shopping center located on the Property (the “Shopping Center”). If necessary, this interim phase will include:

- Demolition of a portion of the Shopping Center comprised of the space which is currently leased for use as a grocery store and those portions of any adjacent space up to the load bearing eastern wall of the space currently leased for use as a pharmacy (the “Pharmacy Lease”).
- Minor architectural improvements to the remaining portions of the Shopping Center (the “Remaining Structure”), which improvements shall be subject to advisory review by the Design Committee;
- Continued operations in the Remaining Structure by a limited number of tenants until the earlier to occur of (i) December 31, 2019 or the (ii) date on which the Pharmacy Lease is terminated.
- Construction of those portions of the Zoo Branch Culvert that can reasonably be constructed while the Remaining Structure is in place.
- Construction of a majority of Jemison Lane as shown on the Interim Construction Phase Improvement Plan, provided however, that the area of the Interim Construction Phase Improvement plan designated as “To Be Engineered” may be modified as necessary to temporarily connect Jemison Lane with Montevallo Road and/or Culver Road.

- Temporary connection of Jemison Lane to Montevallo Road and/or Culver Road by means of a two-lane road or drive improved with curbs and to be utilized primarily for through access to Jemison Lane;
- Development of temporary green space within the area in which the demolished portions of the Shopping Center were located that are not being used for access or parking.

The Interim Construction Phase may remain in place until the earlier to occur of (the “Pharmacy Lease Termination Date”): (i) December 31, 2019 or the (ii) date on which the Pharmacy Lease is terminated. At any time, following the Pharmacy Lease Termination Date, the City shall have the right to make written request of the Project Owner to demolish the Remaining Structure and complete the construction of Jemison Lane in its entirety (collectively, the “Road and Demolition Work”). If Project Owner has received written notice from the City to perform the Road and Demolition Work (the “City Notice”), the Project Owner shall commence the Road and Demolition Work within one hundred eighty (180) days of the City Notice and shall diligently pursue the completion of the Road and Demolition Work. In the event the Project Owner does not timely commence the Road and Demolition Work following receipt of the City Notice or does not thereafter diligently pursue the Road and Demolition Work to completion, the City shall have the right to enter the premises and to perform the Road and Demolition Work without further notice to Project Owner, with all costs of such Road and Demolition Work to be the responsibility of the Project Owner.

INTERIM CONSTRUCTION PHASE



INTERIM CONSTRUCTION PHASE



SUBDIVISION PLAT

As part of the Lane Parke Plan, the Property will be resurveyed and subdivided. On or before the commencement of construction of the first Phase in Lane Parke, the Project Owner will submit an application with the Planning Commission for approval of a preliminary subdivision plat creating Parcels and rights of way consistent with the approved Lane Parke Plan.

VACATION OF PUBLIC RIGHTS OF WAY

In order for the development of Lane Parke to commence, it will be necessary that certain public streets and rights of way located within Lane Parke be vacated. Such streets and rights of way are more particularly shown on that certain Map of Dedication recorded in Map Book 120, Page 34 in the Office of the Judge of Probate of Jefferson County, Alabama, a copy of which is attached as Schedule I to this Plan of Subdivision, Ownership, Maintenance and Restrictive Covenants. Prior to the commencement of construction of each Phase, the Project Owner will submit a Declaration of Vacation to be approved by the Planning Commission and City Council with respect to the applicable streets located in such Phase.

OWNERSHIP AND MAINTENANCE

The Project Owner is the owner of the Evson Parcel. RC Limited, LLC is the owner of the Ray Parcel.

The Project Owner intends to market the space in Lane Parke for lease to commercial or residential tenants, as applicable, though Parcels or Units may be sold as market conditions dictate. Improvements such as private streets, sidewalks, utilities, parking structures and parks will be conveyed to and owned by the Master Association and subjected to use restrictions pursuant to the Master Declaration (as defined below) and/or other recorded restrictions. Public streets and rights of way shall be conveyed or dedicated to the City. Improvements within the Open Space Use Area or the Public Use Area, regardless of how owned, will generally be open to the public without restriction or charge, except that limited areas of ~~the any~~ Parking Structure, rights of way and sidewalks may be reserved for the exclusive use of occupants of certain Parcels or Units.

As more particularly described below, the Property will be subject to a Master Declaration that will provide reciprocal rights to and impose common obligations on each subdivided Parcel within Lane Parke. Additional restrictions and governance structures may be imposed in the form of condominium regimes or restrictive covenants, as described below.

The Master Declaration, the condominium regimes and the restrictive covenant regimes described below shall establish the framework through which the common areas of Lane Parke shall be maintained.

MASTER DECLARATION

The Property will be subject to a Master Declaration of Restrictions and Easements (the "Master Declaration"). The Master Declaration will grant reciprocal easements that benefit and burden all Parcels within the Property, impose restrictions on the use and development of the Parcels and establish protocols for the maintenance of common areas. Anticipated provisions to

be included in the Master Declaration are, but shall not be limited to, the following:

EASEMENTS

- Easements for ingress and egress over non-public rights of way, sidewalks, parking areas, open space and other common areas.
- Easements for parking over any non-public parking areas that are not otherwise specifically reserved for use by specific Parcels or Units within the Property.
- Easements for the right to enter upon and maintain common areas, including the right to cut and trim trees and other vegetation.
- Easements for the installation and maintenance of utilities.
- Easements for storm water drainage and for the installation and maintenance of the Property's storm water drainage system.
- Easements for lateral support for improvements constructed on or near common boundary lines.

RESTRICTIONS

- Restrictions on categories of use within certain Parcels or Units within the Property. By way of example, no uses other than residential uses will be permitted within Parcel 2.
- Prohibitions on specific uses with respect to certain Parcels and Units and with respect to the Property as a whole. By way of example, pawn shops would be a prohibited use in areas where retail is a permitted use.
- Restrictions and regulations governing the design and orientation of improvements on the Property, to the extent not addressed by the Lane Parke Plan.
- Rules and regulations governing the use and operation of the Property.

COMMON AREA MAINTENANCE

- A framework pursuant to which the Project Owner, as declarant, or, alternatively, a Master Association, shall be responsible for the maintenance of all non-public rights of way, sidewalks, parking areas, landscaping, open space and other common areas. The Project Owner or the Master Association, as applicable, shall have the right to levy assessments against each Parcel for such Parcel's pro-rata share of maintenance expenses, and the Project Owner or such Association shall have a continuing lien against such Parcel for non-payment of assessments. The assessment lien shall be subject to the lien of ad valorem taxes.



CONDOMINIUM REGIME FOR LANE PARKE

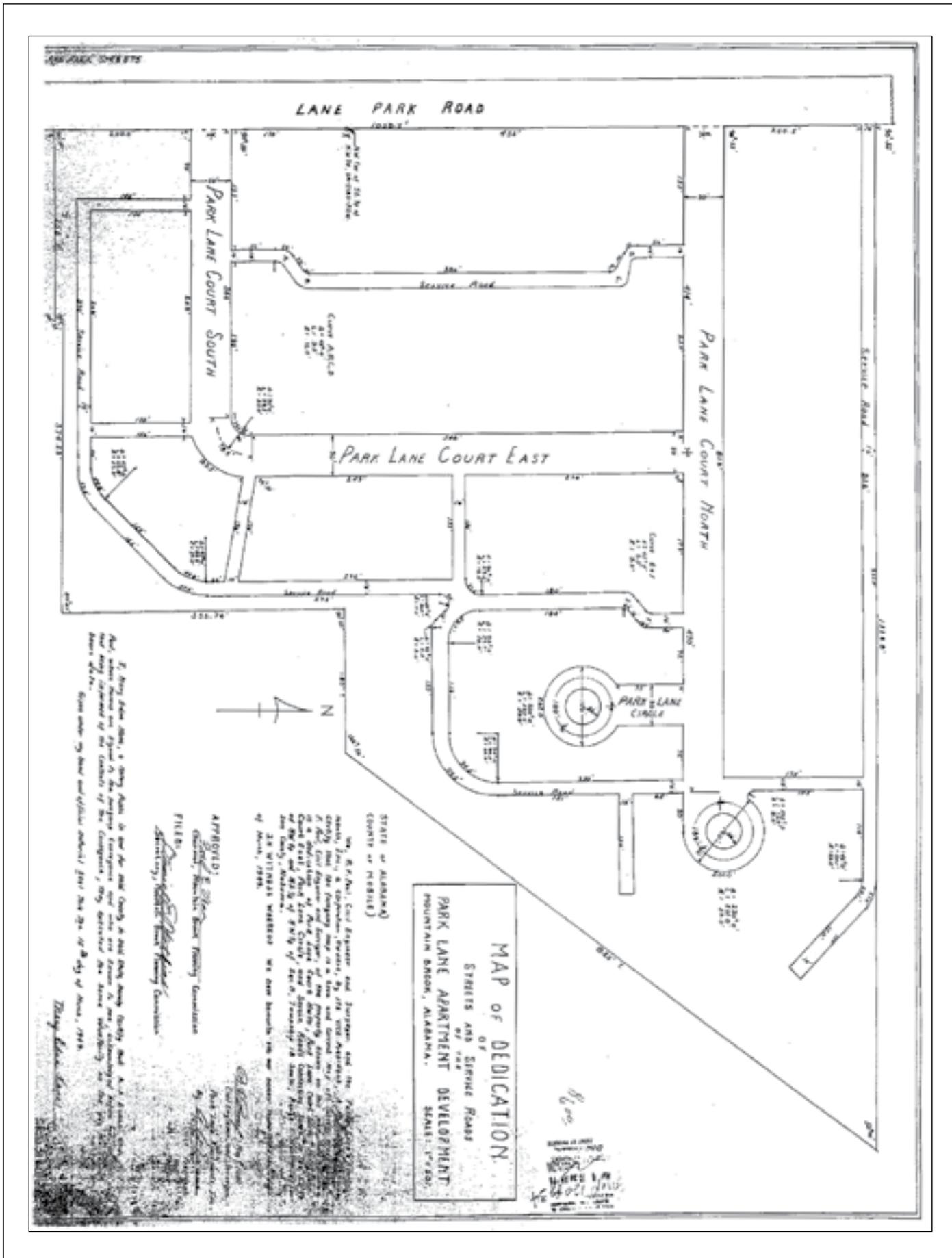
The Parcels in Lane Parke may be submitted to the condominium form of ownership pursuant to the provisions of the Alabama Uniform Condominium Act of 1991, Code of Alabama 1975, §§ 35-8A-101 *et seq.* through one or more condominium regimes (each, a “Condominium Regime”). The Units in any Condominium Regime shall consist of separate blocks of space or buildings within Lane Parke. To illustrate, the following are examples of potential Units within the condominium:

- the building footprints may be designated as land condominium Units;
- the space designated for use as an inn may comprise a Unit;
- blocks of space designated for use as retail or commercial may comprise one or more Units;
- the space designated for use as residential, or individual residential units, may comprise one or more Units;
- ~~the~~ any Parking Structure may comprise a Unit; and
- the sidewalks and certain other common areas may comprise one or more Units.

Each Unit will be subject to a Declaration of Condominium (a “Condominium Declaration”). Any Condominium Declaration will establish the condominium Units, grant reciprocal easements that benefit and burden all Units within such Condominium Regime, impose restrictions on the use of the Units and establish protocols for the maintenance of common areas through a condominium association.



SCHEDULE I TO PLAN OF SUBDIVISION, OWNERSHIP, MAINTENANCE AND RESTRICTIVE COVENANTS



17. SIZE, ADDRESS AND TAX PARCEL IDENTIFICATION NUMBERS

- I. **Current Ownership:** The Property is currently owned by the following persons:
- Evson, Inc., an Alabama limited liability company; and
 - RC Limited, LLC, an Alabama limited liability company; and
 - Lane Parke Apartments, LLC, an Alabama limited liability company.
- II. **Size:** The Property consists of approximately 27 acres. The minimum acreage required to rezone property to a Planned Unit Development District pursuant to Section 129-261(d) of the City Code is four (4) acres for property covered by an approved village master plan. The Property is covered by the Village Master Plans.
- III. **Address:** The Property is currently identified by the following primary addresses:
- 2700 – 2721 Culver Road, Birmingham, Alabama 35223 (Mt. Brook Shopping Center portion of Evson Parcel)
 - 2629 Cahaba Road, Birmingham, Alabama 35223 (Ray Parcel)
 - 2525 Park Lane Court North, Birmingham, Alabama 35223 (Park Lane Apartments portion of Evson Parcel)
- IV. **Tax Parcel Identification Numbers:** The Property is currently identified by the following tax parcel identification numbers as assigned by the Jefferson County Revenue Department:
- 28-08-2-001-005.000 (Park Lane Apartments portion of Evson Parcel)
 - 28-08-2-001-006.000 (Mt. Brook Shopping Center portion of Evson Parcel)
 - 28-08-2-001-007.000 (Ray Parcel)
- V. **Mortgages:** The Property is currently subject to the following recorded mortgages:
- Evson Parcel
Mortgages in favor of Wells Fargo Bank, National Association:

Address: Wells Fargo Bank, National Association
Middle Market Real Estate
2907 Central Avenue, Suite 109
Homewood, Alabama 35209

Mortgage in favor of Synovus Bank:

Address: Synovus Bank
800 Shades Creek Parkway
Birmingham, Alabama 35209
 - Ray Parcel
Mortgage in favor of Regions Bank (as successor to AmSouth Bank):

Address: Regions Bank
520 Montgomery Highway
Vestavia Hills, Alabama 35216

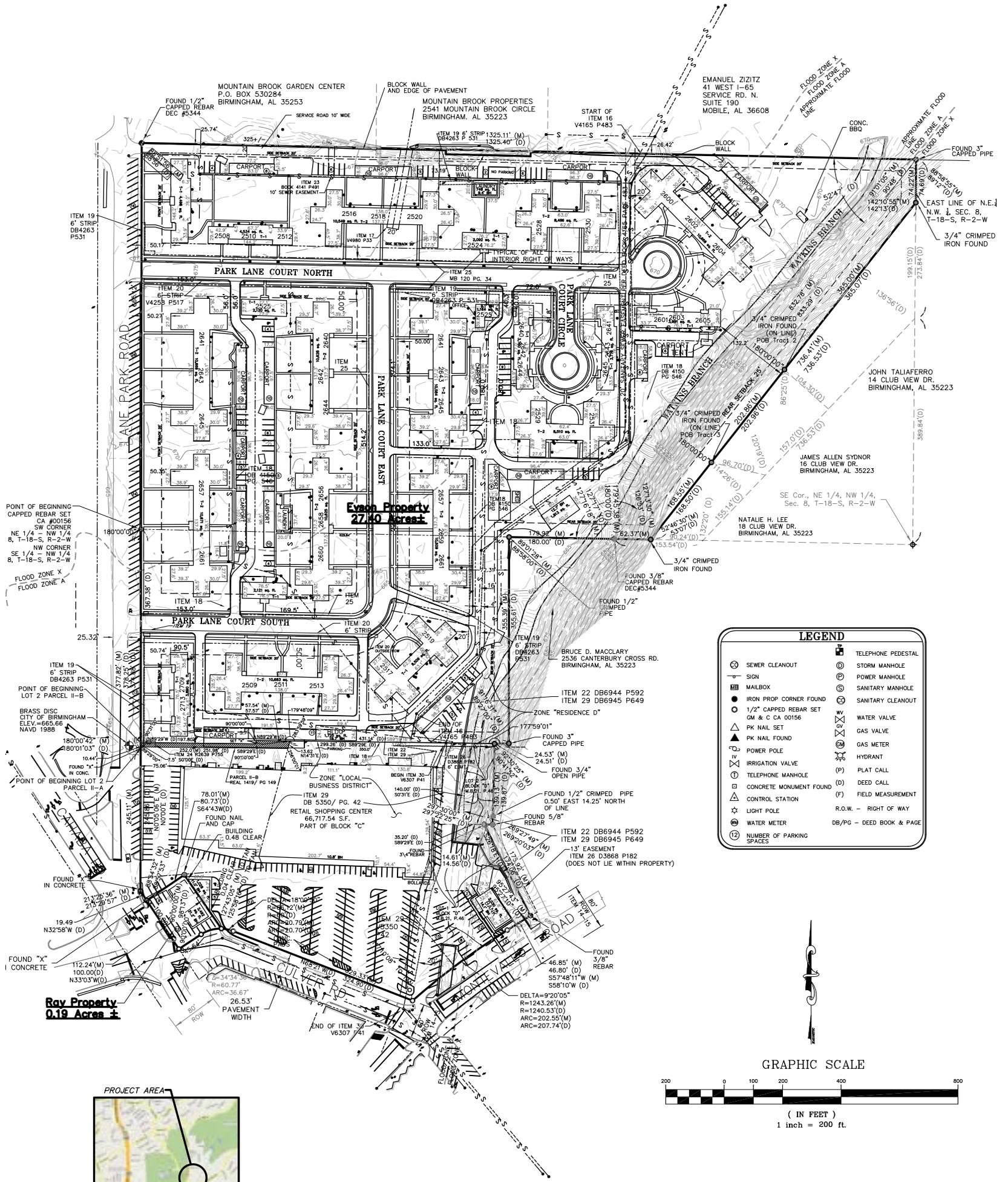
Mortgage in favor of First Commercial Bank:

Address: First Commercial Bank
800 Shades Creek Parkway
Birmingham AL 35209

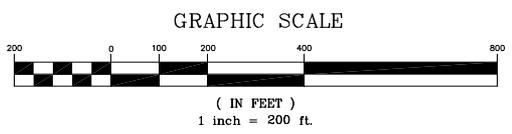


18. SURVEY WITH ELEVATIONS & AERIAL PHOTOGRAPH

SURVEY - SHEET ONE



LEGEND			
	SEWER CLEANOUT		TELEPHONE PEDESTAL
	SIGN		STORM MANHOLE
	MAILBOX		POWER MANHOLE
	IRON PROP CORNER FOUND		SANITARY MANHOLE
	1/2" CAPPED REBAR SET		SANITARY CLEANOUT
	PK NAIL SET		WATER VALVE
	PK NAIL FOUND		GAS VALVE
	POWER POLE		GAS METER
	IRRIGATION VALVE		HYDRANT
	TELEPHONE MANHOLE		PLAT CALL
	CONCRETE MONUMENT FOUND		DEED CALL
	CONTROL STATION		FIELD MEASUREMENT
	LIGHT POLE		R.O.W. - RIGHT OF WAY
	WATER METER		DB/Pg - DEED BOOK & PAGE
	NUMBER OF PARKING SPACES		



NOTE: See Sheet 2 for Seal and Signature

BOUNDARY SURVEY

SHEET 1 of 2



Legal Description: Evson, Inc. Property

State of Alabama
 Jefferson County
 City of Mountain Brook

A parcel of land being situated in the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West, being the Point of Beginning; thence run Northerly along the West line of said Quarter-Quarter a distance of 665.12 feet; thence right 91° 08' 04" a distance of 1325.11 feet; thence right 88° 58' 55" a distance of 74.22 feet; thence right 37° 49' 05" a distance of 736.41 feet; thence right 52° 46' 30" a distance of 62.37 feet; thence right 00° 14' 22" a distance of 179.92 feet; thence left 90° 58' 32" a distance of 355.39 feet; thence right 88° 43' 29" a distance of 24.53 feet; thence left 87° 29' 35" a distance of 139.13 feet; thence right 89° 27' 49" a distance of 14.61 feet; thence left 117° 30' 00" a distance of 175.92 feet; thence right 84° 32' 17" a distance of 46.85 feet; thence tangent to a curve to the left having a radius of 1243.26 feet and a central angle of 09° 20' 05" along the curve an arc distance of 202.55 feet; thence right 62° 49' 52" from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of 18° 00' 50" and a radius of 66.12 feet, an arc distance of 20.79 feet; thence right 52° 16' 55" from the tangent of said curve a distance of 112.24 feet; thence left 90° 00' 00" a distance of 78.01 feet; thence right 91° 05' 28" a distance of 19.49 feet; thence right 33° 25' 36" a distance of 245.11 feet; thence right 00° 00' 42" a distance of 377.82 feet to the Point of Beginning. Said parcel contains 27.40 acres more or less.

Legal Description: Ray Property

State of Alabama
 Jefferson County
 City of Mountain Brook

A parcel of land being situated in the Southeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Commence at the Northwest Corner of the Southeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West; thence run South along the West line of said Quarter-Quarter a distance of 377.82 feet; thence left 00° 00' 42" a distance of 245.11 feet; thence left 33° 25' 36" a distance of 19.49 feet, to the Point of Beginning; thence left 91° 05' 28" a distance of 78.01 feet; thence right 90° 00' 00" a distance of 112.24 feet; thence right 125° 40' 04" to the tangent of a curve to the left having a radius of 60.77 feet and a central angle of 34° 34' 36", along the curve an arc distance of 36.67 feet; thence from the tangent of said curve continue a distance of 45.64 feet; thence right 90° 00' 00" a distance of 100.00 feet to the Point of Beginning. Said parcel contains 0.19 acres more or less.

Schedule B - Section II Exceptions

1. Not a Matter of Survey
2. Not a Matter of Survey
3. Not a Matter of Survey
4. None Found
5. Not a Matter of Survey
6. Not a Matter of Survey
7. Not a Matter of Survey
8. Lease dated May 16, 1973 recorded in Volume 3437, Page 702 - Not a matter of survey
9. Lease dated October 23, 1980 recorded in Volume 2000, Page 853 and Volume 3880 Page 957 - Not a matter of survey
10. Memorandum of lease dated February 9, 1990 recorded in Volume 3956, Page 221. Not a matter of survey
11. Lease recorded in Instrument Number 9710/4500 - Not a matter of survey
12. Lease recorded in Instrument Number 9908/1368 - Not a matter of survey
13. Not a matter of survey
14. Map Book 21, Page 46, No restrictions or reservations found, Rights-of-Way are as shown on drawing
15. Map Book 21, Page 46; Map Book 120, Page 34; No restrictions or reservations found, Rights-of-Way are as shown on drawing
16. Easement and right-of-way to Jefferson County recorded in Volume 4165, Page 483; Map Book 31, Page 11 - As shown on survey; Declaration of Vacation recorded in Deed Book 4165, Page 486 - Blanket in Nature
17. Right-of-Way recorded in Volume 4980, Page 31. Does Not Apply; Volume 4980, Page 33 - As Shown on Survey; Volume 2514, Page 455 - Vacated sewer therefore not shown on survey
18. Right-of-Way recorded in Volume 4150, Page 546. As shown on survey
19. Right-of-Way recorded in Volume 4263, Page 531 - Right-of-Way is outside road right-of-way in several areas as shown on survey
20. Right-of-Way recorded in Volume 4258, Page 517 - Right-of-Way is 9' outside road right-of-way on the eastern end as shown on survey
21. Agreement recorded in Volume 4225, Page 162 - Not a matter of survey
22. Right-of-way recorded in Volume 6207, Page 390, Blanket in nature, and Volume 6944 Page 592 - As shown on survey
23. Easement recorded in Volume 4141, Page 491 - As shown on survey
24. Right-of-Way recorded in Volume 2639, Page 755 - As shown on survey
25. Map of street dedication recorded in Map Book 120, Page 34 - As shown on survey
26. Easement for sewer line recorded in Volume 3868 Page 182 - As shown on survey
27. Right-of-Way recorded in Volume 2514, Page 467, Volume 2514, Page 470 - Vacated sewer therefore not shown on survey
28. Easement recorded in Volume 4980, Page 33 - Does not apply
29. Right-of-way recorded in Volume 5350, Page 42 - As shown and Blanket in nature, Volume 6945, Page 649, #F-BD-4702, Alabama Power Sketch - As shown on survey
30. Right of way recorded in Volume 6307, Page 41 - As shown on survey

Boundary Survey General Notes:

1. **Underground utilities & encroachments:** There was no attempt made to determine the location or extent of a possible encroachment beneath the surface. Underground structures and facilities that are shown were located from surface markings or graphically from drawings furnished by the utility. No excavation of underground utilities, underground mines or subsurface building foundations was made as a part of this survey.
2. **Date of survey:** February 9th, 2010 is the date of field survey and the last day the surveyor gathered data for the survey.
3. **Source of information used:** Deeds listed in exceptions and boundary survey map by Douglas Engineering, dated August 16, 1994, Deed 4234, Page 91, Deed 4448 Page 325, Deed 4447 Page 537, Deed 4447 Page 547, Deed 4447 Page 549, Jefferson County Tax Map.
4. **Signature and seal:** This survey and drawing is not valid without the signature and seal of Van Marcus Peavy, Alabama Professional Land Surveyor.
5. **Type of survey:** This is a Boundary Survey.
6. Property lies in Flood Zone A and Zone X as per community F.I.R.M. Panel #01073C0557G, effective date, September 29, 2006.
7. Setback lines based on Residence D zoning and opinion of Jerry Weems, Building Manager, City of Mountain Brook. Setback lines have changed since Lane Park development and buildings are "grandfathered" for meeting requirements.

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.


 Van Marcus Peavy, PLS 16681 Date of Signature





19. VICINITY MAP WITH CURRENT ZONING

The surrounding land use of Lane Park is generally categorized as multi-family attached residential structures to the north; single-family attached residential and single-family detached residential structures to the east; the City of Birmingham and Birmingham Botanical Gardens to the west; and village commercial to the south.



LEGEND

	CLUSTERED RESIDENTIAL
	COMMUNITY SHOPPING
	LOCAL BUSINESS DISTRICT
	RESIDENCE A DISTRICT
	RESIDENCE B DISTRICT
	RESIDENCE C DISTRICT
	RESIDENCE D DISTRICT
	RESIDENCE G DISTRICT
	RECREATION DISTRICT
	RID



LEGAL DESCRIPTION OF THE PROPERTY

State of Alabama
Jefferson County
City of Mountain Brook

A parcel of land being situated in the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West; being the Point of Beginning; thence run Northerly along the West line of said Quarter - Quarter a distance of 665.12 feet; thence right 91°-08'-04" a distance of 1325.11 feet; thence right 88°-58'-55" a distance of 74.22 feet; thence right 37°-49'-05" a distance of 736.41 feet; thence right 52°-46'-30" a distance of 62.37 feet; thence right 00°-14'-22" a distance of 179.92 feet; thence left 90°-58'-32" a distance of 355.39 feet; thence right 88°-43'-29" a distance of 24.53 feet; thence left 87°-29'-35" a distance of 139.13 feet; thence right 89°-27'-49" a distance of 14.61 feet; thence left 117°-30'-00" a distance of 175.92 feet; thence right 84°-32'-17" a distance of 46.85 feet; thence tangent to a curve to the left having a radius of 1243.26 feet and a central angle of 9°-20'-05" along the curve an arc distance of 202.55 feet; thence right 62°-49'-52" from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of 18°-00'-50" and a radius of 66.12 feet an arc distance of 20.79 feet; thence left 2°-03'-01" to the tangent of a curve to the left having a central angle of 34°-34'-36" and a radius of 60.77 feet, an arc distance of 36.67 feet; thence continue from the tangent of said curve a distance of 45.64 feet; thence right 90°-00'-00" a distance of 119.49 feet; thence right 33°-25'-36" a distance of 245.11 feet; thence right 0°-00'-42" a distance of 377.82 feet to the Point of Beginning.

Said Parcel contains 27.59 acres more or less.

LEGAL DESCRIPTION OF THE EVSON PARCEL

State of Alabama
Jefferson County

A parcel of land being situated in the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8 Township 18 South Range 2 West being the Point of Beginning; thence run Northerly along the West line of said Quarter - Quarter a distance of 665.12 feet; thence right 91°-08'-04" a distance of 1325.11 feet; thence right 88°-58'-55" a distance of 74.22 feet; thence right 37°-49'-05" a distance of 736.41 feet; thence right 52°-46'-30" a distance of 62.37 feet; thence right 00°-14'-22" a distance of 179.92 feet; thence left 90°-58'-32" a distance of 355.39 feet; thence right 88°-43'-29" a distance of 24.53 feet; thence left 87°-29'-35" a distance of 139.13 feet; thence right 89°-27'-49" a distance of 14.61 feet; thence left 117°-30'-00" a distance of 175.92 feet; thence right 84°-32'-17" a distance of 46.85; thence tangent to a curve to the left having a radius of 1243.26 and a central angle of 9°-20'-05" along the curve an arc distance of 202.55 feet; thence right 62°-49'-52" from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of 18°-00'-50" and a radius of 66.12 feet an arc distance of 20.79 feet; thence right 52°-16'-55" from the tangent of said curve a distance of 112.24 feet; thence left 90°-00'-00" a distance of 78.01 feet; thence right 91°-05'-28" a distance of 19.49 feet; thence right 33°-25'-36" a distance of 245.11 feet; thence right 0°-00'-42" a distance of 377.82 feet to the Point of Beginning.

Said parcel contains 27.40 acres more or less.

LEGAL DESCRIPTION OF THE RAY PARCEL

State of Alabama
Jefferson County

A parcel of land being situated in the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Northwest corner of the Southeast quarter of the Northwest quarter of Section 8 Township 18 South Range 2 West; thence run south along the west line of said quarter - quarter a distance of 377.82 feet; thence left 00°-00'-42" a distance of 245.11 feet; thence left 33°-25'-36" a distance of 19.49 feet, to the Point of Beginning; thence left 91°-05'-28" a distance of 78.01 feet; thence right 90°-00'-00" a distance of 112.24 feet; thence right 125°-40'-04" to the tangent of a curve to the left having a radius of 60.77 feet and a central angle of 34°-34'-36" along the curve an arc distance of 36.67 feet; thence from the tangent of said curve continue a distance of 45.64 feet; thence right 90°-00'-00" a distance of 100.00 feet; to the Point of Beginning.

Said parcel contains 0.19 acres more or less.



200 1/2 Street South
Birmingham, AL 35203
205 267 2655
Fax: 205 267 2700
www.landtitle.com

Land Title Company of Alabama

April 16, 2017

Mr. Steve Brickman
Sirota & Perotti, P.C.
7311 Highland Avenue South
Birmingham, AL 35205

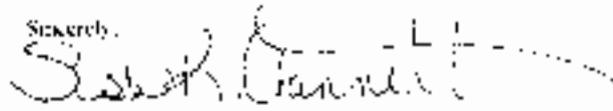
Re: Taxmap Address Research Certification of Owners

Dear Steve:

Land Title Company certifies that as at April 5, 2017, the list of names and addresses attached hereto as Exhibit "A" and "B" is a true and correct list of the names and addresses of all property owners whose property lies within 500 feet of any portion of the Property. The Property is defined as that property identified as Parcel ID Numbers 28 48-2-001-015-006-007 and 008 as shown on the records of the Tax Assessor of Jefferson County, Alabama.

For purposes of identifying the property owners, the property owner is considered to be the person who is shown as the owner of such parcel according to the records of the Tax Assessor of Jefferson County, Alabama.

Sincerely,



Susan R. Gauntt, Senior Vice President

.....



NAMES & ADDRESSES OF ADJOINING PROPERTY OWNERS

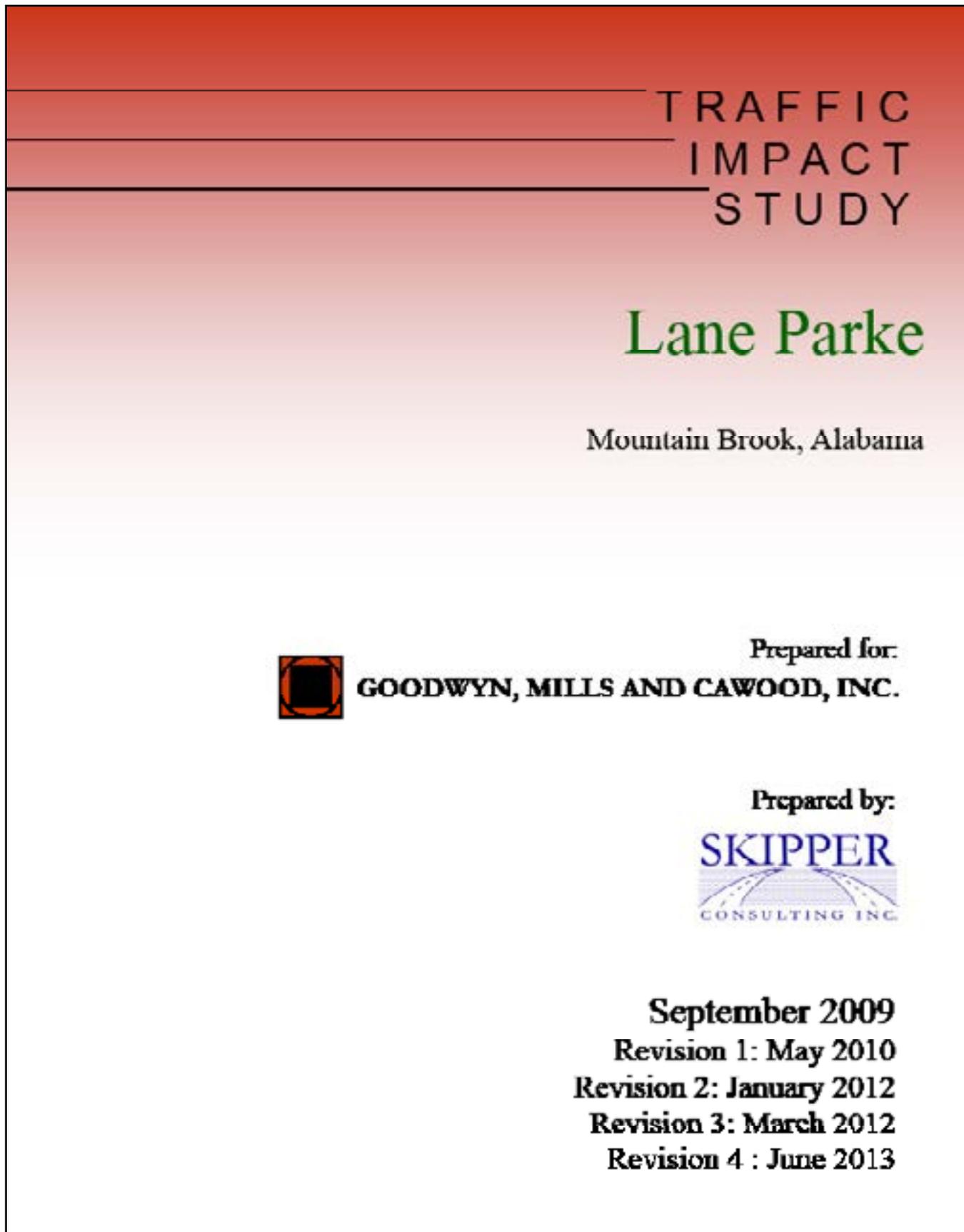
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A full copy of the Shared Parking Analysis has been submitted as a part of this PUD Application and is available for review at Mountain Brook City Hall.



A full copy of the Traffic Impact Study has been submitted as a part of this PUD Application and is available for review at Mountain Brook City Hall.



EXECUTIVE SUMMARY
LANE PARKE TRAFFIC IMPACT STUDY
UPDATED JUNE, 2013

Skipper consulting (“Skipper”) has updated its original traffic impact study (“Study”) dated January, 2012, for the Lane Parke redevelopment in Mountain Brook, Alabama submitted in connection with the previously approved planned unit development zoning (“PUD”) for Lane Parke (“Development”).

After a thorough review of the revised density and phasing of the Development, Skipper now recommends modifications to the external road improvements previously proposed for the Development.

The proposed site access system will improve the traffic flow to and from the Development for a variety of reasons. By reducing the number of access points to the public roadway system drivers traversing the public roadways adjacent to the Development will experience fewer delays which arise from the numerous entry and exit points and will benefit from streamlines traffic flow in and out of the Development. The internal roads which will be constructed within the Development provide, among other benefits, a direct link between Montevallo Road and Lane Park Road and should decrease the traffic at the intersection of Cahaba Road, Lane Park Road and U.S. 280 ramps at heavy traffic periods as the public utilizes these internal roads, thereby alleviating traffic at the busier intersections.

The reduced density of the Development, and thus reduced vehicular traffic, produces less strain on the surrounding roadways. Based on the updated study, the following improvements are designed to improve the traffic flow in and around Lane Parke:

- i. Widening of approximately 440 If of Lane park Road to allow for the construction of a left turn lane from Lane Park Road southbound onto Culver road;
- ii. Widening Culver Road to a three lane cross-section which will allow for an improved alignment of traffic crossing from Culver Road onto U.S. 280 ramp;
- iii. Restripe Montevallo Road to provide a left turn lane into Jemison Lane. And
- iv. Adding a phase to the traffic signal at the intersection of Cahaba Road/Lane Park Road/Culver Road/ U.S. 280 ramps to allow for a protective green arrow for traffic exiting U.S. 280 to go north on Lane Park Road and Cahaba Road.

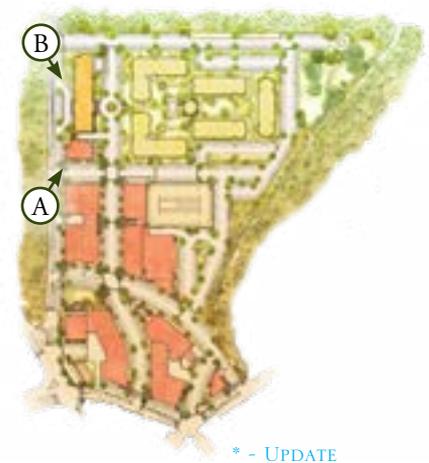
When the proposed improvements are in place at each stage of construction, the Study demonstrates the traffic at the surrounding intersections will operate at acceptable levels of service during both the a.m. and p.m. peak hours of traffic flow. Likewise, the Study demonstrates that all roadway segments studied will operate at acceptable levels of service on a daily basis. While the left turn exiting the site onto Montevallo Road is projected to continue to operate at a level of service “E” during the p.m. peak hour, this is unchanged from the current level of service. The Study also demonstrates that the projected queues at all intersections do not block any other adjacent major intersections.





(A) View of the proposed restaurant and inn looking north along Lane Park Road.

(B) View of the inn looking south along Lane Park Road.





- © View of the proposed retail at the northwest intersection Main Street and Jemison Lane.
- © View north along Main Street of the proposed retail and office/commercial space.



(E) View of the proposed retail at the northeast intersection Lane Park Road and Jemison Lane.

(F) View of the proposed grocery looking northwest along Jemison Lane.



* - UPDATE





- Ⓒ View of the proposed residential space at the corner of Main Street and Park Lane Court South.
- Ⓓ View east along Jemison Lane of the proposed Village Green and office/commercial space.



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HISTORICAL CONCEPTS