

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

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

MONDAY, DECEMBER 8, 2014, 7:00 P.M.

1. Approval of the minutes of the November 24, 2014 regular meeting of the City Council.
2. Consideration: Resolution reappointing Ken Key to serve on the Tree Commission, to serve without compensation, with the term of office to end December 12, 2017.
3. Consideration: Resolution appointing Stacey Turner to serve on The MR/DD 310 Authority, to serve without compensation, with the term of office to end December 8, 2020.
4. Consideration: Resolution renaming "Cahaba Park" to "Cahaba River Walk".
5. Consideration: Resolution recommending to the State of Alabama, Alcoholic Beverage Control Board, the issuance of an 050 - Retail Beer (Off Premises Only) and 070 - Retail Table Wine (Off Premises Only) licenses to Alabama CVS Pharmacy, LLC (dba\CVS Pharmacy 2505) located at 93 Euclid Avenue, Mountain Brook AL.
6. Consideration: Resolution approving the conditional (service) use application submitted by Mountain Brook Trading to establish a drop-off/pick-up and show room for Mountain Brook Trading at 2 Dexter Avenue.
7. Consideration: Resolution de-annexing a parcel on Old Trace.
8. Announcement: The next (special) meeting of the City Council is December 16, 2014, at 5:30 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
9. Comments from residents.
10. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 24, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 24th day of November. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. New name for Cahaba Park – Virginia Smith. (The general consensus of the group was that the park be renamed “Cahaba River Walk”. A resolution formally renaming the park will be considered at a later date.)
2. Proposed Request for Proposals (RFP) and Request for Qualifications (RFQ) for Parks and Recreation master plan – Shanda Williams. (Motion 2014-156 was added to the formal agenda.)
3. Cahaba Park pedestrian crossing signals and traffic improvements – Richard Caudle of Skipper Consulting, Inc. and Nimrod Long of Nimrod Long and Associates. (Resolution No. 2014-161 was added to the formal agenda.)
4. Traffic study proposal for Hastings Road and Laurel Lane – Richard Caudle of Skipper Consulting, Inc. (Resolution No. 2014-160 was added to the formal agenda.)
5. Agreement and Release between the City of Mountain Brook and Dr. Thomas A. S. Wilson, Jr. and Lynn F. Wilson for a right-of-way encroachment at 38 West Montcrest Drive. (Resolution No. 2014-159 was added to the formal agenda.)
6. Review and discussion of the 7 p.m. City Council formal meeting agenda topics.

Upon conclusion of the City Council’s review of the other 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
NOVEMBER 24, 2014**

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 24th day of November, 2014. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

Also present were City Attorney Whit Colvin, 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. BOOK PRESENTATION

Council President Smith recognized Katherine Pittman Smith who presented her book, Memories of Mountain Brook, to the City.

2. 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 November 10, 2014 regular meeting of the City Council

2014-156 Motion	Accept and authorize issuance of the Request for Qualifications followed by Request for Proposals by the Parks and Recreation Board Superintendent for the purpose of engaging a consultant to assist the City in the development of a Master Plan for the City's Parks and Recreation Board.	Appendix 1
2014-157	Authorize the execution of a subscription agreement between the City and ESO Solutions, Inc., with respect to their provision of software and electronic patient care reporting services to the City's Fire Department.	Exhibit 1 Appendix 2
2014-158	Approve a lunch operation conditional use application in a Local Business District (2724 Cahaba Road in Mountain Brook Village) with respect to a smoothie/sandwich shop.	Exhibit 2 Appendix 3
2014-159	Authorize the execution of an agreement and general release between the City and Dr. Thomas A. S. Wilson, Jr. and Lynn F. Wilson with respect to the right-of-way encroachment located at 38 West Montcrest Drive.	Exhibit 3 Appendix 4

2014-160	Authorize the execution of a professional services agreement between the City and Skipper Consulting, Inc. with respect to their traffic study of Hasting Road and Laurel Lane.	Exhibit 4 Appendix 5
2014-161	Authorize the City Manager to accept the proposal submitted by Stone & Sons Electrical Contractors for the installation of pedestrian signals and traffic loop per the design drawings prepared by Skipper Consulting, Inc. dated October 22, 2014 in consideration of \$20,453 and to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.	Exhibit 5 Appendix 6
2014-162	Expression of gratitude to Jesse S. Vogtle, Jr. for his service on the Mountain Brook City Council	Exhibit 6

Thereupon, the foregoing minutes, motion and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council President Pro Tempore Pritchard. The minutes, motion and resolutions were then considered by the City Council. Council member Shelton seconded the motion to adopt the foregoing minutes, motion and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes, motion (No. 2014-156) and Resolution Nos. 2014-157 through 2014-162 are adopted by a vote of 5—0.

3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE REZONING CERTAIN PARCELS ON VINE STREET FROM PROFESSIONAL AND RESIDENCE D DISTRICTS TO LOCAL BUSINESS DISTRICT WITH RESPECT TO THE PROPOSED PIGGLY WIGGLY DEVELOPMENT (EXHIBIT 7 APPENDICES 6.1–11)

Council President Smith introduced the ordinance in writing. She then invited Jeffrey Brewer forward to describe the project.

Jeffrey Brewer with Goodwyn, Mills & Cawood of 94 Crestview Drive:

- Representing Naseem Ajlouny and Andy Vercigio (“developer(s)”)
- The task of relocating the Piggly Wiggly grocery store has been ongoing for almost one year
- After studying multiple sites, the location along Vine Street has been selected
- The development team has met with the City’s Planning Department, police and fire officials, and Villages Design Review Committee (changes recommended by the VDRC have been incorporated into the development plan)
- On November 3, 2014, the plan was presented to the City’s Planning Commission who recommended its approval (by a vote of 4—3) of the plan to the City Council under the condition that the Vine Street access be eliminated
- The developers took the Planning Commission’s recommendation concerning the removal of the Vine Street access seriously. After careful consideration and study, the developer’s traffic engineer (Skipper Consulting, Inc.) and the City’s traffic engineer (Sain Associates) both recommended leaving the Vine Street access open.
- The site was reviewed using a PowerPoint presentation (Appendix 7)

- Since the Planning Commission hearing, there has been a significant change in the plans. The service access, originally on Vine Street, has been relocated to the other side of the building along the alley between the building and Church Street. This change eliminates [grocery store] delivery trucks traveling along West Jackson/Vine Street and exiting Vine Street.
- The parking lot has full circular access facilitating ingress and egress from the main entrance from Church Street
- Regarding traffic, there will be a “School Only Traffic” sign posted at the entrance to West Jackson leading into the school, West Jackson will be one way only from its entrance to the grocery store parking lot at all times, and Vine Street from the grocery store entrance to Dexter Avenue will be one way only between the hours of 7:20 a.m. — 4 p.m. during the school year.
- A crosswalk will be installed allowing pedestrian access to and from the grocery store to the playing field across Vine Street
- There will be 93 parking spaces on the site
- There will be a corner plaza near the crosswalk (as suggested by the VDRC)
- Developer is offering to install a new fence and hedge between the Vine Street sidewalk and the playing field to provide a buffer to the people on the field as well as the residents along Elm Street (should the Board of Education want it)
- The old store had a public area of 11,400 square feet and backroom storage of 3,600 square feet with 45 parking spaces. The proposed new store will have 18,000 square feet of retail floor area, 10,250 square feet of backroom storage area (which will reduce the number of truck deliveries to the store), and 93 parking spaces.
- A typical suburban grocery store is 40,000—50,000 square feet in area
- The site plan will provide 27 surplus parking spaces over the 66 required parking spaces (as illustrated in the PowerPoint presentation)
- A new sidewalk will be constructed along Vine Street in front of the store which will complement the existing sidewalk than runs from Dexter Avenue to West Jackson
- The plan complies with the Village Overlay Standards
- Turned the presentation over to Richard Caudle

Richard Caudle with Skipper Consulting, Inc. located at 3644 Vann Road, Suite 100:

- The study area is illustrated in the PowerPoint presentation
- Recommendations include:
 - 1) install a traffic signal at the intersection of Dexter Avenue and Church Street to alleviate congestion that currently exists (this light will likely result in the loss of some parking spaces along Church Street and may cause some backup along Church Street),
 - 2) assuming this intersection is signalized as described above, then a signalized pedestrian crossing signal can also be installed at this intersection,
 - 3) reverse the stop sign at the Dexter Avenue and Vine Street intersection (stop traffic on Dexter Avenue instead of Vine Street)—this plan could later be changed by installing a traffic signal if the desired outcome is not achieved by reversing the stop signs,
 - 4) leave the Vine Street access open to relieve pressure on the main Church Street entrance/exit to the store,
 - 5) make West Jackson and the first block of Vine Street (up to the grocery store access) one way all the time and leave the remainder of Vine Street one way between the hours of 7:20 a.m. — 4 p.m. during the school year, and
 - 6) install “Do Not Enter” signs at West Jackson (as this section will be one way)
- The Vine Street access is needed:
 - 1) as there will be certain times of the day where there are not sufficient gaps in traffic to allow motorists to exit onto Church Street thereby causing congestion back to the alley which will lead motorists to pursue other means of leaving the site (e.g., using the alley),
 - 2) as motorists will need a way to exit Vine when driving toward the school and encounter the “Do Not Enter” signs at West Jackson during two-way traffic flow times of the day,

- 3) to facilitate emergency access to the site, and
- 4) to prevent residents that live north of the development from having to travel along Church Street to access the grocery store.
- In order to relocate the loading dock to the alley-side of the store, modifications to the site plan were required. The radii at the street corners will have to be cut back or made as mountable concrete to allow delivery trucks to make the turns and backing maneuvers into the loading area.
- Mr. Caudle sees no negative implications with respect to truck access or Church Street traffic as a result of moving the loading area to the alley-side of the store
- The development will result in some traffic delays (4–11 seconds per vehicle with no obvious solutions to remediate) at the intersection of Montevallo Road/Church Street/Montrose Road
- The development team considers the Vine Street access an important part of this development. If, however, the City Council elects to close this access, such closure will not “kill” this development but there will be some negative implications or trade-offs as a result

Jeffrey Brewer:

- Is a father of four, three of which attend Crestline Elementary School
- The developers met with school officials early on in the planning phase of this development
- Out of this meeting, the School Board outlined about ten (10) safety and other concerns
- The developer studied these concerns and has addressed each one to the School Board’s satisfaction with the exception of opening the CVS parking lot access. This matter is still in negotiation with the property owner and the developer is optimistic that this last issue may still be resolved (see also slide).
- Formal presentation was concluded

Council member Shelton asked Mr. Brewer to confirm that the Vine Street fence and bushes described earlier are ultimately to be decided by the Board of Education. Mr. Brewer confirmed that the developer will pay for and install the buffer as described provided the Board of Education requests such improvements.

Council member Shelton asked Mr. Brewer about the possibility of restricting the hours that deliveries will be received. Mr. Brewer replied that at this time, the developer is not proposing any formal restrictions on delivery hours as they believe that deliveries will self-regulate based on traffic patterns and inconvenience of accessibility during certain hours of the day.

Council President Smith had Mr. Brewer point out the various parcels that comprise this rezoning application (see slide). The two [gravel] parking lots and the Regions Bank parking lot [that will become the access road to the development] are currently zoned local business. The three remaining lots are the ones where rezoning is being requested.

Council President Smith asked that the developer tell the audience the square footage area of some of the other grocery stores located on Overton Road or River Run Road for comparison purposes. Naseem Ajlouny (developer) responded that the Piggly Wiggly located on River Run is approximately 22,700 square feet and that the Vine Street store [as proposed] is approximately 28,250 square feet.

In response to other questions by Council President Smith, Mr. Brewer responded:

- The proposed building height will be governed by the Village Overlay Standards (16 feet at the eave).
- Does not believe there will be any accesses to the building from the Vine Street side except possibly emergency exits.

In response to a question by Council member Shelton, Mr. Caudle responded:

- The traffic study takes into consideration both vehicular and pedestrian traffic volumes and patterns at each intersection and along the sidewalks
- The study was conducted over such time periods so as to include both morning and afternoon carpool drop-off/pick-up and pedestrian traffic

- The pedestrian traffic along Vine Street was not viewed as problematic (due to the sidewalk and further improved with the addition of the proposed crosswalk)

Regarding the sidewalk, Mr. Brewer stated that a 6-foot sidewalk will be constructed on Vine Street adjacent to the grocery store that will complement the existing sidewalk on Vine Street that runs from Dexter Avenue to the School.

In response to questions by Council member Womack, Mr. Caudle responded:

- With respect to traffic on Euclid Avenue, the traffic study does not project any real impact from the development
- The retail area of the proposed store is comparable to the old store which was accessed from Euclid Avenue
- Therefore, traffic on Euclid Avenue is projected to approximate that experienced before the old store closed
- This study focused on changes in traffic and traffic patterns projected to result from the proposed development
- With respect to reversing the stop sign at the intersection of Vine Street and Dexter Avenue, Vine Street through traffic to Euclid Avenue is not projected to increase significantly as the intersection at Vine Street and Euclid Avenue is not signalized and therefore may not be easy to exit onto Euclid Avenue
- Regarding the left turn operation from Church Street into the development, the left turn lane has room to store two cars which matches the maximum queue time. This maneuver is another reason the Vine Street access is desirable (to allow other means of accessing the development besides the main Church Street access).

Council President Smith:

- All of the elected officials attended the Planning Commission hearing on November 3, 2014
- So, all elected officials have heard about the previous proposal and now the revised proposal
- Requested that speakers be brief and not repeat themselves or comments made by others
- In the interest of time, asked that the audience not applaud speakers

Ralph Bishop of 15 Elm Street:

- Asked that the PowerPoint prepared by Chris Hellums that he presented at the Planning Commission be incorporated into the official record (Appendix 8)
- Complemented the City Council on its history of good decisions
- Pointed out the following issues that both sides of this issue agree on:
 - 1) Safety is a priority
 - 2) Everyone loves Piggly Wiggly
 - 3) The main reasons for bringing the grocery store back is the convenience of having a grocery store in Crestline and the revenue that it generates for the government
 - 4) The development team is comprised of good people
- The disturbing issues about this proposal that all agree on:
 - 1) This location is challenging with many problems that cannot be overcome
 - 2) This development is going to increase traffic in Crestline Village that will impact convenience for all and the surrounding businesses
 - 3) This store will cause lots of parking problems
 - 4) Has found no one who thinks locating a grocery store next to an elementary school and playing field is a good idea
 - 5) The resulting increased traffic will be more dangerous for the children
- The City Council (and all previous Council's) have consistently taken the position that locating a large commercial business next to the School and field is not a good idea

- The Planning Commission narrowly recommended approval of this development only with the caveat that the Vine Street access be eliminated
- Year after year the City has denied commercial uses in this area
- The City's own planning consultant who assisted in the development of the Master Plan stated that these lots should not be zoned for commercial uses
- The City's 2007 Master Plan prohibits large commercial uses in this area
- Within the past year, the City incorporated a new zoning district (The Vine Street Transitional (VST) District) into its zoning code
- The new VST zoning regulation is working as evidenced by a recent application submitted to the City
- Because both sides agree on most of the issues related to this proposal, the question boils down to: Is this proposal the right thing to do for the City?

Kirk Zinn of 100 Dexter Avenue:

- Moved to Crestline from another area of the City due to the child-friendly nature of the area
- Built their home on Dexter Avenue (and another adjacent thereto which is for sale) in 2013
- Before purchasing the property, consulted with the City's planning official who offered assurances that there would be no high density retail uses on these properties—only office buildings consistent with the then yet to be adopted VST regulations
- The VST regulations were very deliberate and took over a year to adopt
- His family is against this rezoning and planned development as it is inconsistent with assurances made by the City prior to their purchasing the property
- In July 2014, the Board of Education adopted a policy that prohibits sexual offenders from loitering on or within 500 feet of any Mountain Brook school or property
- This use will provide sexual offenders a legitimate use for violating this School Board policy
- Stated that he is “pro-Pig” but not at this Vine Street location

Council President Smith:

- The police will be asked to look into the “no legitimate purpose” issue with respect to sexual offenders just brought up by Mr. Zinn
- The VST is an optional zoning adopted a year ago that now allows a land owner to redevelop their property whereas before there was no such option due to the small non-conforming lots with respect to any of the zoning district options available prior to the adoption of the VST
- Currently, there are no properties zoned VST
- Yes, the VST was extended down Vine Street to include the subject properties. Had the grocery store not existed in its former location at the time the VST was adopted, Ms. Smith may not have agreed to extend the VST all the way down Vine Street.
- There are no properties zoned VST at this time and two of the subject properties are zoned local business and others are zoned professional with commercial uses currently in place
- These lots with businesses operating now can be grandfathered for continued commercial uses and the owner of the now gravel lot next to the Board of Education building can construct a grocery store, restaurant, or liquor store on his lot as long as he can meet the parking requirements

Jim Ward (attorney):

- He and another lawyer met with Mr. Brewer a week ago and were presented a plan with no Vine Street access from the store and questions whether the traffic study has been updated to reflect the changes included in the plan under consideration tonight

Richard Caudle:

- No (updated to the traffic study)

- The only difference between the plan in effect during the traffic study and the plan under consideration tonight is the relocation of the loading dock from the Vine Street-side to the alley-side of the building
- Both the plan presented to the Planning Commission and the plan under consideration tonight include a Vine Street access

Katherine Loveman of 16 Crestview Circle:

- We all want a grocery store in Crestline
- [Her] number one issue is the safety of the children and the Vine Street access seems to be the most problematic
- Appreciates the relocation of the loading dock
- Estimates [from the Mountain Brook Athletics (MBA) calendar that over a 37-week period] the total number of children using the playing fields to be 7,590 ranging in ages from 4–12 and does not include parents and siblings
- Presented a chart illustrating the usage from her estimates (Appendix 9)
- The fields are used Monday through Friday from 4 p.m. — 6:30 p.m., Saturday 8 a.m. — 4 p.m. and Sunday from 1p.m. — 4:30 p.m.
- Page 6 of the Skipper traffic study indicates that the study was conducted during a low field use weekdays (in between the spring and summer baseball seasons) and not over a weekend
- The proposed store is about 47% larger than the old store and questioned whether it could be reduced
- Urged the City Council to reconsider the Vine Street access

Council member Pritchard:

- Does not question Ms. Loveman's head count statistics
- Based on his review of the MBA calendar, counted the following usage days (out of 52 weeks in a year): 8 Sundays, 14 Saturdays, 67 weekdays after school hours 16 of which occurred in June and July

Francis Goodhew of 316 Mountain Avenue:

- Misses the old Piggly Wiggly
- Wants to know if it is possible to make the store 5,000 square feet smaller in order to mitigate the parking and safety concerns
- Would like to see the Vine Street access eliminated

Council President Smith:

- Reminded the audience that truck deliveries will not travel along Vine Street due to the relocation of the loading dock
- Part of the reason for the larger store is the increased back room storage which will reduce the number of truck deliveries

Jeanne Monk of 28 Beechwood Road:

- Asked that there be no truck deliveries allowed during carpool pick-up (between the hours of 2:30 p.m. and 3:00 pm)

Council President Smith stated that she suspects the developer will consider this request and reminded Ms. Monk that she should be using the carpool line instead of parking along Vine Street.

Adria Graham of 19 Crestview Circle:

- Asked that her PowerPoint presentation (Appendix 10) be incorporated into the official record
- Stumbled upon this issue on October 23, 2014

- In June 2014, read about this proposal in the newspaper but discounted it “as this will never happen as it does not make sense” and did not think about it again until October 2014
- Expressed surprise that no announcement about this proposal was ever disseminated by School officials
- Has witnessed many children dart into the street and almost get hit by cars
- Understands that the City did issue proper notification and does not understand why the Board of Education did not feel it necessary to notify the parents
- Met with School Board officials after the November 3, 2014 Planning Commission meeting where she was told that the School officials do not know as much about this plan as assumed and that this is a City matter and that interested persons should contact City officials if they have questions or concerns
- As late as last week, [she] met with the City Manager and City Planner and there was no revised plan available for review to which Ms. Hazen responded that there is not prescribed time period that a proposed Local Business development plan must be available in advance of a public hearing before the City Council.
- Expressed concern that the Planning Commission voted on this matter when several members expressed that they would like more information or time to consider the proposal to which Council member Carl responded that a majority of the Planning Commission members believed they had sufficient information to call for a vote, a motion was made and seconded, a vote was called, and the matter passed by a vote of 4–3.
- Has a problem with the proposal with respect to traffic, feels sorry for the Zinn’s, and the School Board’s K5A sexual offender policy to which Council member Shelton expressed concern with the notion that the elected officials who may be in favor of this proposal are not concerned with the safety of the children—all of the elected officials are concerned about the safety aspects of this development

Julie Howell, co-owner of Lambs Ear located at 70 Church Street:

- Is the vote tonight to include the proposed traffic light at the intersection of Church Street and Dexter to which Council President Smith replied, “No”.

Katherine Corey of 4252 Sharpsburg Drive:

- What has not been said tonight is the time and effort the developers have devoted to this development and their commitment to its integrity
- Also of note, the developers are not only relocating the Girl Scout hut but also paying to have it remodeled
- The developers are not greedy but are trying to do what is best for this neighborhood and community

Elizabeth (Betsy) Hemby of 622 Dexter Avenue:

- No one loved the “Pig” more than she
- The new development should not receive an emotional pass but should be evaluated on its own merits
- If the development fails, we may be left with a “big box” store
- Urged the Council to move forward and carefully
- A brick and mortar change makes a rezoning irreversible

Council member Shelton:

- There have been several references to the 2007 Master Plan
- When that plan was adopted [by the Planning Commission], no one dreamed that the grocery store would no longer exist
- The Master Plan reads that the businesses in Crestline Village are primarily neighborhood oriented and anchored by a small full-service grocery store
- Betsy is correct, this is not the same Crestline Village that it was even a few years ago [without the grocery store]

Michael Odom of 22 Peachtree Street:

- Does not think this rezoning should be granted as it is inconsistent with the Master Plan
- If this rezoning is approved, thinks it should be done so without the Vine Street access as he views it is not really needed considering Mr. Caudle's earlier remarks that removing it will not "kill" the store
- A grocery store is not essential to Crestline Village as there are other grocery shopping opportunities within close proximity
- Regarding the loading dock that was just presented Friday or Monday, believes the traffic study should be updated
- Regarding Mr. Caudle's illustration of the trucks maneuvering through the development, it appears that they will be driving through parking spaces to which Council member Pritchard stated that these trucks will most likely be making their delivery runs in the early morning before these lots are being used and then invited Becky White forward to address this issue further

Becky White of Sain Associates located at 2 Perimeter Park South, Suite 500-E:

- Typically, a traffic impact study does not deal with on-site circulation
- Such studies are generally concerned with driveways to a site and adjacent intersections
- The traffic volumes with this site will not change as a result of the relocation of the loading dock so she sees no reason to update the traffic study
- If the Vine Street access is closed, the traffic study should be updated to study the effects of such closure
- She agrees with Mr. Caudle's assessment that closing the Vine Street access would put undue stress on the Church Street access

Michael Odom:

- Asks that the developer commit to restricting the hours of deliveries
- Asked Mr. Caudle to show his truck routes slides again for the audience

In response to a question by Council member Womack as to protecting the area in the event that the grocery store closes, Council member Pritchard responded that the City will own and therefore control the parking lot adjacent to the building so this matter can be addressed in the development agreement that will come before the City Council in near future.

Randall Pitts of 225 Beech Circle:

- What we have just heard tonight from both traffic consultants is that if the Vine Street access is closed, traffic on Church Street will be unduly impacted
- Put another way, the Vine Street access needs to be open to move the horrible traffic closer to the school-age children
- If Church Street cannot sustain this [extra] traffic, there is no way that Vine Street can
- Asked that the full transcript of the Planning Commission meeting be incorporated into the official record (Appendix 11)
- Reading [paraphrased] from this transcript, Mr. Murray recommended that this proposal be approved with the requirement that the Vine Street access be closed to which Council member Carl pointed out that the Planning Commission can only make recommendations to the Council and cannot impose conditions
- Has not heard any discussion about a contingency plan should Regions Bank cease to lease their lot for the access road to the grocery store
- What restrictions will be placed on this property to regulate what may be put there in the future should this store close? [Answered earlier]
- Expressed concern about the loss of parking spaces along Church Street should a traffic signal be installed at its intersection with Dexter Avenue to which it was pointed out that the signal suggested in

the Skipper study was called for due to: 1) delivery trucks exiting Vine Street (which will no longer be the case), and 2) alleviate congestion that already exists without any consideration of the grocery store. It was also pointed out that the City's traffic consultant (Sain Associates) does not recommend installing a traffic signal at this intersection.

- Wants to know why the City has not obtained an official statement of position from the Board of Education to which Council member Pritchard commented that it is the School Board's policy not to take a formal position on issues that affect City business. School Board officials have been consulted and they presented issues and concerns to the developer that have largely all been addressed (shown earlier in the slide presentation). [Only the CVS parking lot access and Vine Street access closure requested by the School Board have not been addressed to date.]
- Vine Street has always been viewed as a buffer. The daycare parcel is Professional, the stationary shop and Girl Scout hut are Residence D. All three of these parcels are eligible for VST should they wish to pursue such rezoning. So, no one has been deprived of an economically viable use for these lots. These viable uses are in keeping with the Master Plan.

Council President Smith responded:

- The VST was adopted to allow these property owners to one day redevelop these lots where, under the previous zoning regulations, they could not because these lots did not conform to any zoning classification that existed prior to VST
- The three businesses mentioned could continue to operate businesses without rezoning to VST

Randall Pitts:

- Then there are the Zinn's who spent an inordinate amount of money developing their lots at the intersection of Vine and Dexter who reasonably and detrimentally relied on representations from the City that the land uses on Vine Street would be consistent with the Master Plan. The lawyers on the Council know where this is going. This proposal substantially deviates from the Master Plan.

Council President Smith responded that it is not appropriate for Mr. Pitts to be speaking on behalf of the Zinn's about something that he is not a part of.

Council member Prichard stated that he takes issue with the veiled threat made by Mr. Pitts particularly as the City Council never made any representations to anyone about these properties and everyone knows that zoning classifications can change at any time.

Randall Pitts asked that the City Council makes its decision in accordance with what was recommended to it by the Planning Commission.

Superintendent Richard (Dicky) Barlow of the Mountain Brook City Schools:

- The Board of Education has not taken a position on this proposal nor does it plan to
- The Board has taken this matter seriously and focused on 1) the safety of the students, and 2) traffic along West Jackson and Vine Street
- From that perspective, the Board articulated ten concerns that were presented to the developer and City
- Some of these concerns have yet to be addressed
- One thing that has not been addressed tonight is the parking attendant (which the developer affirmed is still going to be provided)
- It is also the School Board's understanding that if there is a Vine Street access that it will be blocked off during carpool times
- The reason the School Board wants the CVS parking lot opened is to push the bulk of the traffic to exit onto Church Street, not Vine Street

- The School Board did not do a blast e-mail to its parents about this plan as it viewed the notice requirements of the City as sufficient
- Takes offense to the comment that the School Board is not concerned about the safety of the school children
- Again, the School Board is not for or against this proposal
- The School Board is happy about the proposed crosswalk as it should make Vine Street safer
- The School Board wants the store facing Church Street and to have a Church Street address so that GPS searches do not route motorists through West Jackson to access the store

Richard Caudle regarding the delivery truck slides:

- The sweep of the entire truck as illustrated in the slide show indicates that trucks can maneuver through the street and parking lot provided there are painted islands or mountable curbs instead of traditional curbs
- The traffic engineers think that truck traffic will self-regulate because what driver would want to traverse the tight radii during business hours?

Becky White expressed her satisfaction that the Skipper plan and layout (regarding the delivery route) represents a workable scheme.

Elizabeth Lyman of 416 Meadowbrook Lane:

- Addressed the City Council about a year ago about saving “the Pig” campaign and started off with “we all want to do the right thing”
- This is a hard decision
- Patrick Davis, Chairman of the Planning Commission, stated at the meeting a year ago that the U.S. considers a grocery store the most basic need of a community
- When tasked with attempting to rebuild Cordova, AL after a storm, their federal award was delayed because they had not secured a grocery store for the affected area
- The new crosswalk and double-sided sidewalk now provide safety to the area for the children
- Parking along Vine Street currently totals approximately 50 spaces. This plan will generate about 40 additional parking spaces for the area.
- Reconfiguring the parking spaces in front of the Girl Scout hut will also increase safety for kids and cyclists coming down the Peachtree alley
- Also, no one has mentioned the 80 cars that traveled down West Jackson and Vine to the daycare to pick-up children that will no long exist
- Regarding the 18-wheelers, they exist now throughout Crestline at all times of the day. This development will cause truck traffic but no more than existed before it closed.
- In response to those who argue that they purchased their property when there was no grocery store on Vine Street [Church Street], she purchased her house when a grocery store existed in the village and wants to see one here again.
- Many people, including the elderly and people with special needs kids, live in this community for the convenience and because they have walkable access to a grocery store

Council President Smith closed the public hearing:

- Stated that she likes this proposal better than the one presented at the November 3, 2014 Planning Commission meeting
- None of the concerns raised tonight are new (as compared to those raised at the Planning Commission meeting)
- Invited comments from the other members of the City Council

Council member Pritchard:

- For the benefit of the audience, in his 14 years on the City Council, has never heard a matter such as this where there was absolute unanimity of opinion
- A year ago, many residents approached members of the City Council and stated that they did not care what had to be done but they wanted the City Council to get “the Pig” back in Crestline
- Many opponents to this proposal say the same thing, they want “the Pig” back [in Crestline]
- Fortunately, there was a group of concerned residents who stepped forward; and thank goodness for Andy and Naseem for working to bring a grocery store back to this community
- A lot of people have spent a tremendous amount of time on this project
- The concerns raised in these public meetings have been the same concerns for the City and School officials from the beginning. To Andy and Naseem’s credit, they have listened to these concerns and addressed them as much as possible.
- This plan has changed a dozen times in an effort to improve the plan and address these concerns
- The plan may continue to change
- The Gould Evans report, that has been referred to on many occasions, stated that a grocery store was critical to each of the City’s village (only English Village was without a grocery store at the time of this study)
- Expressed his support for this proposal and wants to make a motion for passage but before doing so wants to ask of legal counsel whether it would be advisable to delay a vote considering the recent modification to the plan

Whit Colvin, City Attorney:

- The purpose of notice is to give the public time to review proposals to be considered by the City Council
- While not legally required to re-notice, it would probably be a good idea to start over and schedule a special meeting at a later date and have the [revised] plan available for public scrutiny

Council member Pritchard:

- Likes the idea of holding another public meeting but has no desire to re-hear the same concerns that have now been expressed at both the Planning Commission meeting and this City Council meeting

Council members Smith, Shelton, and Womack all expressed their agreement with scheduling and re-noticing a special meeting of the City Council at a later date to reconsider this proposal.

Council member Womack asked what effect, if any, the opening of the CVS parking lot would have should this change occur between now and the yet to be announced special meeting.

Council member Pritchard expressed his opinion that the service delivery change was one of the most significant issues expressed by the public and he does not view the CVS parking lot opening to be nearly as contentious.

Council President Smith also replied that under Local Business, the applicant may make modifications to the plans without necessitating re-noticing as is required for other zoning regulations.

Council member Carl agreed with Council President Smith’s characterization but urged the development team not to continue modifying the plans once notice is issued.

There being no motion, Council President Smith announced that this matter will not come to a vote at this time.

4. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, December 8, 2014 at 7:00 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.

5. ADJOURNMENT

There being no further business to come before the City Council, President Smith adjourned the meeting at approximately 9:30 p.m..

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2014-157

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute the Subscription Agreement, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney with respect to the Fire Department's access to and use of ESO's software and electronic patient care reporting services.

APPENDIX 2

EXHIBIT 2

RESOLUTION NO. 2014-158

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 Graham Henderson for a conditional use (lunchtime smoothies and restaurant operation) at 2724 Cahaba Road in Mountain Brook Village.

APPENDIX 3

EXHIBIT 3

RESOLUTION NO. 2014-159

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement and general release between the City and Dr. Thomas A. S. Wilson, Jr. and Lynn F. Wilson, in the form as attached hereto as Exhibit A, with respect to the right-of-way encroachment located at 38 West Montcrest Drive.

APPENDIX 4

RESOLUTION NO. 2012-163

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Ken Key is hereby reappointed to serve on the Tree Commission, to serve without compensation, with the term of office to end December 12, 2017.

ADOPTED: This 8th day of December, 2014.

Council President

APPROVED: This 8th day of December, 2014.

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 December 8, 2014, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2014-164

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Stacey Turner is hereby appointed to The MR/DD 310 Authority, to will serve without compensation through December 8, 2020.

ADOPTED: This 8th day of December, 2014.

Council President

APPROVED: This 8th day of December, 2014.

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 December 8, 2014, as same appears in the minutes of record of said meeting.

City Clerk

**JEFFERSON COUNTY INTELLECTUAL
AND DEVELOPMENTAL DISABILITIES AUTHORITY, INC.**

529 Beacon Parkway West, Suite 214
Birmingham, Alabama 35209
(205) 945-9310 - Referral Line (800) 361-4491 - FAX (205) 945-8527

November 21, 2014

Robert Regulus
President

Eve Graham
Vice President

Wayne Dutt
Treasurer

Deborah Hinton
Secretary

Judy Branin
Director

Kimm Eckhoff
Director

Kimberley Fort
Director

Jayne M. Ness
Director

Russell McElroy, III
Director

Philip Richards
Director

Chuck Whitley
Director

Gary Hendrix
Executive Director

The Honorable Lawrence T. Oden
Mayor of the City of Mountain Brook
P.O. Box 130009
Mountain Brook, Alabama 35213

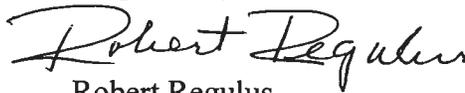
Dear Mayor Oden:

On behalf of the Board of Directors of The Jefferson County Intellectual and Developmental Disabilities, Inc., we are respectfully requesting the appointment of Ms. Stacey Turner to replace Mr. Robert Kracke. On November 19, 2014 our Board of Directors approved the nomination of Ms. Turner as our representative for the City of Mountain Brook. Ms. Turner has expressed to the Board her willingness to serve if appointed.

Ms. Turner resides at 2612 Cherokee Road, Mountain Brook, Al. 35216. Ms. Turner is an Attorney serving in Human Resources with Regions Financial Corporation.

We appreciate your consideration of Ms. Turner to fill the vacancy created by the resignation of Mr. Kracke. Should you have any questions, please contact our Executive Director, Gary Hendrix at extension 242 and he will be happy to assist you.

Respectfully,



Robert Regulus
Board President



CLEAN VERSION FOLLOWS

RESOLUTION NO. 2014-___

DECLARATION OF NON-COMMERCIAL PUBLIC RECREATIONAL USE OF LAND

WHEREAS, the City of Mountain Brook (the "City") previously has purchased approximately 4.7 acres of real property in Jefferson County, Alabama abutting the Cahaba River, River Run Drive, and Overton Road as further described in Exhibit "A" attached hereto and incorporated to this Resolution by reference herein (the "Land"), with the intent of using said real property Land for non-commercial outdoor recreational purposes use by the general public;

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WHEREAS, the City declared the public [outdoor recreational] use of the land Land and named the parkit "Cahaba Park" upon the adoption of Resolution No. 2012-124 dated August 13, 2012 (document 20120822000920320, as recorded in the Office of the Jefferson Probate Court in Book LR21216, Page 18635);

BE IT RESOLVED by the City Council of the City of Mountain Brook that, pursuant to Ala. Code. (1975) § 35-15-28, at its meeting held on Monday, December 8, 2014 at 7:00 p.m., in the Council Meeting Room at Mountain Brook City Hall, 56 Church Street, Mountain Brook, Alabama, the City Council hereby determines, declares, and reaffirmsaffirms as follows:

1. To callThat the park comprising the Land is renamed "Cahaba River Walk";
2. ToTo reaffirm that the renamed park comprising the Land remains open the Land, on an interim basis, for non-commercial use to the general public for outdoor recreational purposes;
- 3.2. To establish its intent to open the Land for public non-commercial recreational purposes by recording notice of this Resolution in the Office of the Probate Court of Jefferson County, Alabama, as provided in Ala. Code (1975) § 35-15-28(a)(3);
- 4.3. To reaffirm that the City Council or other City representatives also may establish its intent to openuse the Land for public non-commercial recreational purposes through the posting of signs or any other method allowed pursuant to Ala. Code. (1975) § 35-15-28(a) which the City Council, at its discretion, elects to do;);
- 5.4. To reserve itsThe City's rights pursuant to Ala. Code. (1975) § 35-15-28 as follows:
 - (a) This Resolution shall not be construed to be an expressedexpress or implied dedication, the grantinggrant of an easement, or the grantinggrant of an irrevocable license to any person or the public to use the Land for outdoor recreational purposes;
 - (b) This Resolution creates no rights to public use or public access which run with the land;
 - (c) The City may, at its discretion, may rescind this Resolution, takeremove the Land out offrom general public use, add or reduce the area comprising the Land and use the Land for any lawful purpose; and
 - (d) The City may condition the availability of the Land as outdoor recreational land for non-commercial use upon reasonable restrictions on the time, place, and manner of public use as the Cityit shall establish.

Formatted: Justified

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause Notice of this Resolution to be recorded in the Office of the Probate Court of Jefferson County, Alabama.

Formatted: Justified

BE IT FURTHER RESOLVED that the City Council does hereby adopt reaffirms and readopts the restrictions on the useuses of said Cahaba Parkthe renamed park and Land as set forth in the Rules and Regulations, as may be amended from time to time, that are listed on Exhibit "B" attached hereto and incorporated by reference herein and that these conditions of use shall become effective upon their being posted on the Land. .

2014-165

ADOPTED: This ___ day of December, 2014.

Council President

APPROVED: This ___ day of December, 2014.

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, Alabama, at its meeting on the ___ day of December, 2014, as same appears in the minutes of the record of said meeting.

I further certify that I have recorded notice of this Resolution by filing a true and correct copy of this Resolution with the Office of the Probate Court of Jefferson County, Alabama pursuant to Ala. Code. (1975) §35-15-28.

City Clerk

EXHIBIT "A" – DESCRIPTION OF LAND

EXHIBIT "B"

[Note: The following "Rules and Regulations" that apply to use of the Land are subject to change from time to time at the discretion of the Mountain Brook City Council and/or the Mountain Brook Park and Recreation Board.]

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Rules and Regulations

1. No person shall willfully, wantonly, maliciously break, cut, disfigure, pick, injure, or destroy any vegetation within any park of the City. The same will apply to any railing, structure, plaque, or monument in any park.
2. No roller skates, roller blades, skateboards, bikes, scooters, three-wheelers, etc.
3. No weapons or fireworks are allowed in parks.
4. No one should throw stones or other missiles within any of the parks of the City. The Park Board also prohibits such sports as archery, javelin throwing, discus throwing, and other activities involving dangerous missiles.
5. Golfing is prohibited in a City park or on any athletic field.

In addition to the general park rules, there are specific rules and regulations that apply. For example, the batting cage rules are posted on the batting cages and parking rules are posted along the fence and roadside.

Tennis Information

All courts in the parks and on school campuses are hard surface. Courts are available for public use, with MBHS physical education and athletic programs having priority use of all facilities. Residents wishing to reserve a court should contact Mountain Brook Community Education at 969-0109.

Benches

The Park and Recreation Board has adopted uniform design policy for benches to be placed in park facilities. If you would like to donate a bench in honor or in memory of an individual or group, please contact the Park and Recreation Department.

Gateways, Walks, and Planters

No person should enter or leave any of the parks of the City except via the gateways. No one should climb or walk upon the walls or fences of any City park. No person should place any package or other object on or in any planter box belonging to the City (or any of its boards or agencies) in which there are flowers and or/shrubs.

Language

No person shall use threatening, abusive, insulting, or indecent language designed to provoke a breach of the peace in any of the City Parks or ball fields of the City.

Plaques

Plaques may be placed on only fixed inanimate items in the park such as benches and trash receptacles. Trees or shrubs may be planted in honor of someone but no plaques may be used. All memorials including trees and shrubs must be approved by the Park and Recreation Board.

Public Behavior

It is unlawful to incite or participate in riots, indulge in boisterous, threatening, indecent, or disorderly conduct in any City Park or Athletic field. Anyone in violation of this regulation may be asked to leave the park, arrested, or both.

Proper Attire

Persons participating in activities sponsored by the Mountain Brook Park and Recreation Board through direct control, or assumed control, shall dress in proper and presentable attire for the activity in which they participate, particularly in tune with the posted rules governing attire.

Pets

Dogs are not allowed in the Crestline Tot Lot, and may not be on any fields at the High School Sports Complex or other playing fields within a half-hour before and after the conclusion of any organized sporting event.

Pets are to be curbed at all times and never soil any portion of the playing field. Pet owners should immediately and properly clean up any accidents that may occur. Dog stations are located in parks throughout the community for convenience to residents.

Fines for these offenses start at \$25 for the first offense. A second violation within one year is \$75. Concerned individuals should report violations to the Police Department at 802-2414

Field Policy

To protect our turf and irrigation systems, no vehicles will be allowed on playing fields or in city parks. Tent stakes are prohibited unless authorized through the Park and Recreation Department.
Field Condition Flag Designations

For any group using or renting the playing fields, different colored flags will be displayed that indicate whether the fields are in a condition suitable for play. Failure to abide by the flags could result in a fine.

Green Flag - Field is dry and stable enough to sustain play, practice or games.

Yellow Flag - Field has some wet and dry areas. In this instance, practice may be held in the drier areas but no games may be played.

Red Flag - Field has standing water and/or is considered to be saturated. Due to the instability of the playing surface, the field is closed to all practice, games, and play.

Note - Absence of a flag does not automatically mean the field is playable. Game days will be Red or Green only.

RESOLUTION NO. 2014-165

DECLARATION OF NON-COMMERCIAL PUBLIC RECREATIONAL USE OF LAND

WHEREAS, the City of Mountain Brook (the "City") previously has purchased approximately 4.7 acres of real property in Jefferson County, Alabama abutting the Cahaba River, River Run Drive, and Overton Road as further described in **Exhibit "A"** attached hereto and incorporated by reference herein (the "Land"), with the intent of using said Land for non-commercial outdoor recreational use by the general public;

WHEREAS, the City declared the public outdoor recreational use of the Land and named it "Cahaba Park" upon the adoption of Resolution No. 2012-124 dated August 13, 2012 (document 20120822000920320, as recorded in the Office of the Jefferson Probate Court in Book LR21216, Page 18635);

BE IT RESOLVED by the City Council of the City of Mountain Brook that, pursuant to Ala. Code. (1975) § 35-15-28, at its meeting held on Monday, December 8, 2014 at 7:00 p.m., in the Council Meeting Room at Mountain Brook City Hall, 56 Church Street, Mountain Brook, Alabama, the City Council hereby determines, declares, and affirms as follows:

1. That the park comprising the Land is renamed "Cahaba River Walk";
2. To reaffirm that the renamed park comprising the Land remains open for non-commercial use to the general public for outdoor recreational purposes by recording notice of this Resolution in the Office of the Probate Court of Jefferson County, Alabama, as provided in Ala. Code (1975) § 35-15-28(a)(3);
3. To reaffirm that the City Council or other City representatives also may establish intent to use the Land for public non-commercial recreational purposes through the posting of signs or any other method allowed pursuant to Ala. Code (1975) § 35-15-28(a);
4. To reserve the City's rights pursuant to Ala. Code. (1975) § 35-15-28 as follows:
 - (a) This Resolution shall not be construed to be an express or implied dedication, the grant of an easement, or the grant of an irrevocable license to any person or the public to use the Land for outdoor recreational purposes;
 - (b) This Resolution creates no rights to public use or public access which run with the land;
 - (c) The City, at its discretion, may rescind this Resolution, remove the Land from general public use, add or reduce the area comprising the Land and use the Land for any lawful purpose; and
 - (d) The City may condition the availability of the Land as outdoor recreational land for non-commercial use upon reasonable restrictions on the time, place, and manner of public use as it shall establish.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause Notice of this Resolution to be recorded in the Office of the Probate Court of Jefferson County, Alabama.

BE IT FURTHER RESOLVED that the City Council hereby reaffirms and readopts the restrictions on uses of the renamed park and Land as set forth in the Rules and Regulations, as may be amended from time to time, that are listed on **Exhibit "B"** attached hereto and incorporated by reference herein.

ADOPTED: This 8th day of December, 2014.

Council President

2014-165

APPROVED: This 8th day of December, 2014.

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, Alabama, at its meeting on the 8th day of December, 2014, as same appears in the minutes of the record of said meeting.

I further certify that I have recorded notice of this Resolution by filing a true and correct copy of this Resolution with the Office of the Probate Court of Jefferson County, Alabama pursuant to Ala. Code. (1975) §35-15-28.

City Clerk

2014-165

EXHIBIT "A" - DESCRIPTION OF LAND

File No: TS1100688-C

Part of the N 1/2 of the SE 1/4 of Section 11, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From an existing crimp iron pin being the locally accepted most Easterly corner of Lot A, Dixon-Anderson Resurvey, as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, in Map Book 155, Page 23, and looking in a Northwesterly direction along the Northeast line of said Lot A, turn an angle to the left of $191^{\circ} 32' 20''$ and run in a Southeasterly direction across the Overton Road right of way for a distance of 66.91 feet to a point on a curve and being on the East right of way line of Overton Road, said curve being concave in a Westerly direction and having a radius of 885.92 feet, a central angle of $17^{\circ} 33' 22''$ and last mentioned 66.91 foot line being radial to said curve; thence turn an angle to the right (90° to tangent) and run in a Southwesterly direction along the arc of said curve for a distance of 209.51 feet to an existing iron rebar being at the end of said curve and being point "A", thence turn an angle to the left ($88^{\circ} 32' 09''$ from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 374.71 feet to an existing iron rebar being point "B"; thence continue in a Southeasterly direction for a distance of 65 feet, more or less, to the point of intersection with the centerline of the Cahaba River and being the point of beginning; thence turn an angle to the right of 180° and run in a Northwesterly direction along last mentioned line for a distance of 65 feet, more or less, to an existing iron rebar being point "B"; thence continue in a Northwesterly direction along last mentioned line for a distance of 374.71 feet to an existing iron rebar being on the East right of way line of Overton Road and being point "A"; thence turn an angle to the right ($86^{\circ} 31' 58''$ to the chord of said curve) and run in a Northeasterly and Northerly direction along the arc of said curve and along the East right of way line of said road for a distance of 271.46 feet to an existing nail being the point of ending of said curve; thence run in a Northerly direction along the East right of way line of Overton Road and along a line tangent to the end of said curve for a distance of 166.84 feet to an existing iron rebar set by Laurence D. Weygand and being the point of beginning of a new curve, said newest curve being concave in a Southeasterly direction and having a central angle of $51^{\circ} 25' 40''$ and a radius of 25.0 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 22.44 feet to a point on the South right of way line of River Run Trail and to an existing iron rebar set by Laurence D. Weygand being the point of ending of said curve; thence run in a Northeasterly direction along the South right of way line of River Run Trail and along a line tangent to the end of said curve for a distance of 96.86 feet to an existing line iron on said South right of way line of River Run Trail set by Laurence D. Weygand, thence continue in a Northeasterly direction along last mentioned course for a distance of 136.26 feet, more or less, to a point of intersection with the centerline of the Cahaba River; thence turn an angle to the right and run in a Southeasterly, Southerly and Southwesterly direction along the meanderings of the centerline of the Cahaba River for a distance of 733 feet, more or less, to the point of beginning. Less and except any rights held by the State of Alabama to the Cahaba River.

2014-165

EXHIBIT "B"

[Note: The following "Rules and Regulations" that apply to use of the Land are subject to change from time to time at the discretion of the Mountain Brook City Council and/or the Mountain Brook Park and Recreation Board.]

Rules and Regulations

1. No person shall willfully, wantonly, maliciously break, cut, disfigure, pick, injure, or destroy any vegetation within any park of the City. The same will apply to any railing, structure, plaque, or monument in any park.
2. No roller skates, roller blades, skateboards, bikes, scooters, three-wheelers, etc.
3. No weapons or fireworks are allowed in parks.
4. No one should throw stones or other missiles within any of the parks of the City. The Park Board also prohibits such sports as archery, javelin throwing, discus throwing, and other activities involving dangerous missiles.
5. Golfing is prohibited in a City park or on any athletic field.

In addition to the general park rules, there are specific rules and regulations that apply. For example, the batting cage rules are posted on the batting cages and parking rules are posted along the fence and roadside.

Tennis Information

All courts in the parks and on school campuses are hard surface. Courts are available for public use, with MBHS physical education and athletic programs having priority use of all facilities. Residents wishing to reserve a court should contact Mountain Brook Community Education at 969-0109.

Benches

The Park and Recreation Board has adopted uniform design policy for benches to be placed in park facilities. If you would like to donate a bench in honor or in memory of an individual or group, please contact the Park and Recreation Department.

Gateways, Walks, and Planters

No person should enter or leave any of the parks of the City except via the gateways. No one should climb or walk upon the walls or fences of any City park. No person should place any package or other object on or in any planter box belonging to the City (or any of its boards or agencies) in which there are flowers and or/shrubs.

Language

No person shall use threatening, abusive, insulting, or indecent language designed to provoke a breach of the peace in any of the City Parks or ball fields of the City.

Plaques

Plaques may be placed on only fixed inanimate items in the park such as benches and trash receptacles. Trees or shrubs may be planted in honor of someone but no plaques may be used. All memorials including trees and shrubs must be approved by the Park and Recreation Board.

Public Behavior

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2014-165

Proper Attire

Persons participating in activities sponsored by the Mountain Brook Park and Recreation Board through direct control, or assumed control, shall dress in proper and presentable attire for the activity in which they participate, particularly in tune with the posted rules governing attire.

Pets

Dogs are not allowed in the Crestline Tot Lot, and may not be on any fields at the High School Sports Complex or other playing fields within a half-hour before and after the conclusion of any organized sporting event.

Pets are to be curbed at all times and never soil any portion of the playing field. Pet owners should immediately and properly clean up any accidents that may occur. Dog stations are located in parks throughout the community for convenience to residents.

Fines for these offenses start at \$25 for the first offense. A second violation within one year is \$75. Concerned individuals should report violations to the Police Department at 802-2414

Field Policy

To protect our turf and irrigation systems, no vehicles will be allowed on playing fields or in city parks. Tent stakes are prohibited unless authorized through the Park and Recreation Department.

Field Condition Flag Designations

For any group using or renting the playing fields, different colored flags will be displayed that indicate whether the fields are in a condition suitable for play. Failure to abide by the flags could result in a fine.

Green Flag - Field is dry and stable enough to sustain play, practice or games.

Yellow Flag - Field has some wet and dry areas. In this instance, practice may be held in the drier areas but no games may be played.

Red Flag - Field has standing water and/or is considered to be saturated. Due to the instability of the playing surface, the field is closed to all practice, games, and play.

Note - Absence of a flag does not automatically mean the field is playable. Game days will be Red or Green only.

2014-165

RESOLUTION NO. 2014-166

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of an 050 - Retail Beer (Off Premises Only) and 070 - Retail Table Wine (Off Premises Only) licenses to Alabama CVS Pharmacy, LLC (dba\CVS Pharmacy 2505) located at 93 Euclid Avenue, Mountain Brook AL.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

ADOPTED: This 8th day of December, 2014.

Council President

APPROVED: This 8th day of December, 2014.

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 December 8, 2014, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20141106114229954

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: CVS PHARMACY 2505 **Filing Fee:**

Applicant: ALABAMA CVS PHARMACY LLC **Transfer Fee:** \$100.00

Location Address: 93 EUCLID AVE MOUNTAIN BROOK, AL 35213-3701

Mailing Address: ONE CVS DRIVE; LICENSING MC1160 WOODSECHET, RI 02895

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: LLC

Book, Page, or Document info: 00259

Date Incorporated: 10/26/2005 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 10/26/2005 **Alabama State Sales Tax ID:** 4500 31070

Name:	Title:	Date and Place of Birth:	Residence Address:
MELANIE LUKER 8002184 - RI	SECRETARY	11/15/1963 RHODE ISLAND	9 GOLDBROOK DR CRANSTON, RI 02920
THOMAS MOFATT 9871281 - RI	PRESIDENT	01/26/1964 METHUEN MA	29 HOMESTEAD CIRCLE KINGSTON, RI 02895
CAROL DENALE S28023072 - MA	SENIOR VICE PRESIDENT	02/24/1964 ALLEGHENY COMMONWEALTH OF PENNSYLVANIA	75 POPLAR ST WATERTOWN, MA 02920

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: RENEE O COIN

Business Phone: 401-770-4440

Fax: 205-871-3400

Home Phone: 401-765-1500

Cell Phone:

E-mail: RENEE.OCOIN@CVSCAREMARK.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: CVS PHARMACY 2505

Applicant: ALABAMA CVS PHARMACY LLC

Previous License Number(s)

License 1: 001661737

License 2: 001661737



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



Confirmation Number: 20141106114229954

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **SCOTT AND SCOTT INC 205-326-2222**
 What is lessors primary business? **COMMERCIAL REALESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **10882** Display Square Footage:
 Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
 License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: **6** Nearest: **1**
 Nearest school: **1 miles** Nearest church: **1 miles** Nearest residence: **1 miles**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
THOMAS MOFFATT	FEBRUARY 1984 CHARGED WITH OPERATING A MOTOR VEHICLE UNDER THE INFLUENCE OF ALCOHOL	ORANGE DISTRICT COURT, GREENFIELD, MASSACHUSETTS	PLED NO CONTEST AND WAS GIVEN PROBATION



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



Confirmation Number: 20141106114229954

Initial each

Signature page

KMA
 KMA

In reference to law violations, I attest to the truthfulness of the responses given within the application.

KMA

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

KMA

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

KMA

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

KMA

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

KMA

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

KMA

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Kathleen M. Hulchek*

Signature of Applicant: *[Handwritten Signature]*

Notary Name (print): *Wendy Abbott*

Notary Signature: *Wendy Abbott*

Commission expires: *10-21-18*

Application Taken:
Submitted to Local Government:
Received in District Office:

App. Inv. Completed:
Reviewed by Supervisor:

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 Confirmation Number: 20141106114229954



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
 ALABAMA CVS PHARMACY LLC
 Address: 49 CHURCH STREET;
 MOUNTAIN BROOK, AL 35213
 Telephone: 205-871-2151

NEW APPLICANT:
 ALABAMA CVS PHARMACY LLC
 Address: ONE CVS DRIVE; LICENSING MC1160
 WOODSECHET, RI 02895
 Telephone: 401-770-4440

Current License No: 001661737
 001661737

LICENSED PREMISES ADDRESS: 93 EUCLID AVE MOUNTAIN BROOK, AL 35213-3701

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 21 day of November, 2014.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Kathleen M Hulcher

[Signature]

Print Name:

Print Name:

Title: POWER OF ATTORNEY

Title: power of Attorney

WITNESS: (By ABC Enforcement)

Wendy Abbott

Receipt Confirmation Page

Receipt Confirmation Number: **20141106114229954**

Application Payment Confirmation Number: **12216428**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

License County: JEFFERSON

Business Type: LLC

Trade Name: **CVS PHARMACY 2505**

Applicant Name: **ALABAMA CVS PHARMACY LLC**

Location Address: 93 EUCLID AVE

MOUNTAIN BROOK, AL 35213-3701

Mailing Address: ONE CVS DRIVE; LICENSING MC1160
WOODSECHET, RI 02895

Contact Person: RENEE O COIN

Contact Home Phone: 401-765-1500

Contact Business Phone: 401-770-4440

Contact Fax: 205-871-3400

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

RESOLUTION NO. 2014-167

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional (service) use application submitted by Mountain Brook Trading to establish a drop-off/pick-up and show room for Mountain Brook Trading at 2 Dexter Avenue.

ADOPTED: This 8th day of December, 2014.

Council President

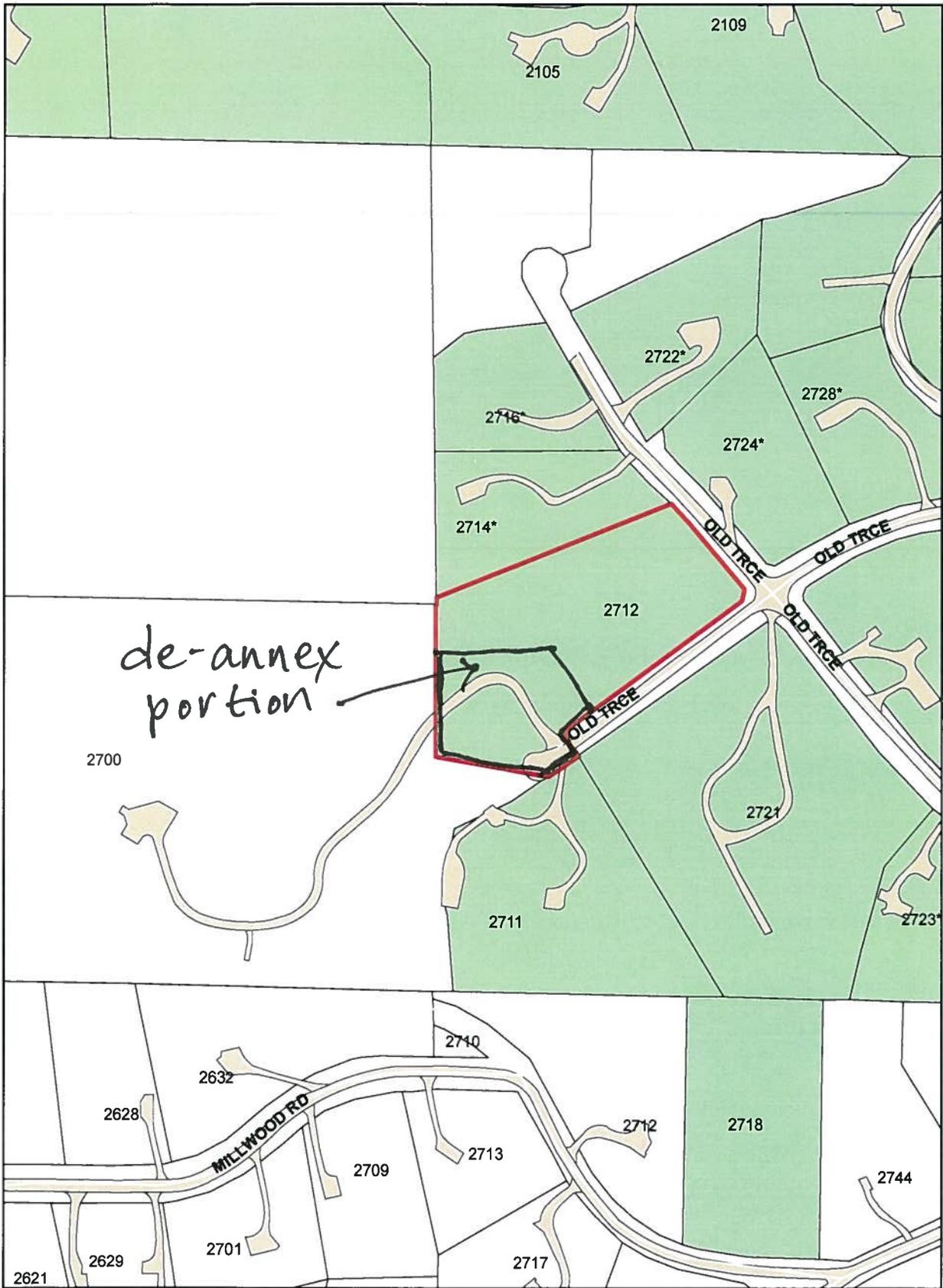
APPROVED: This 8th day of December, 2014.

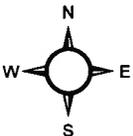
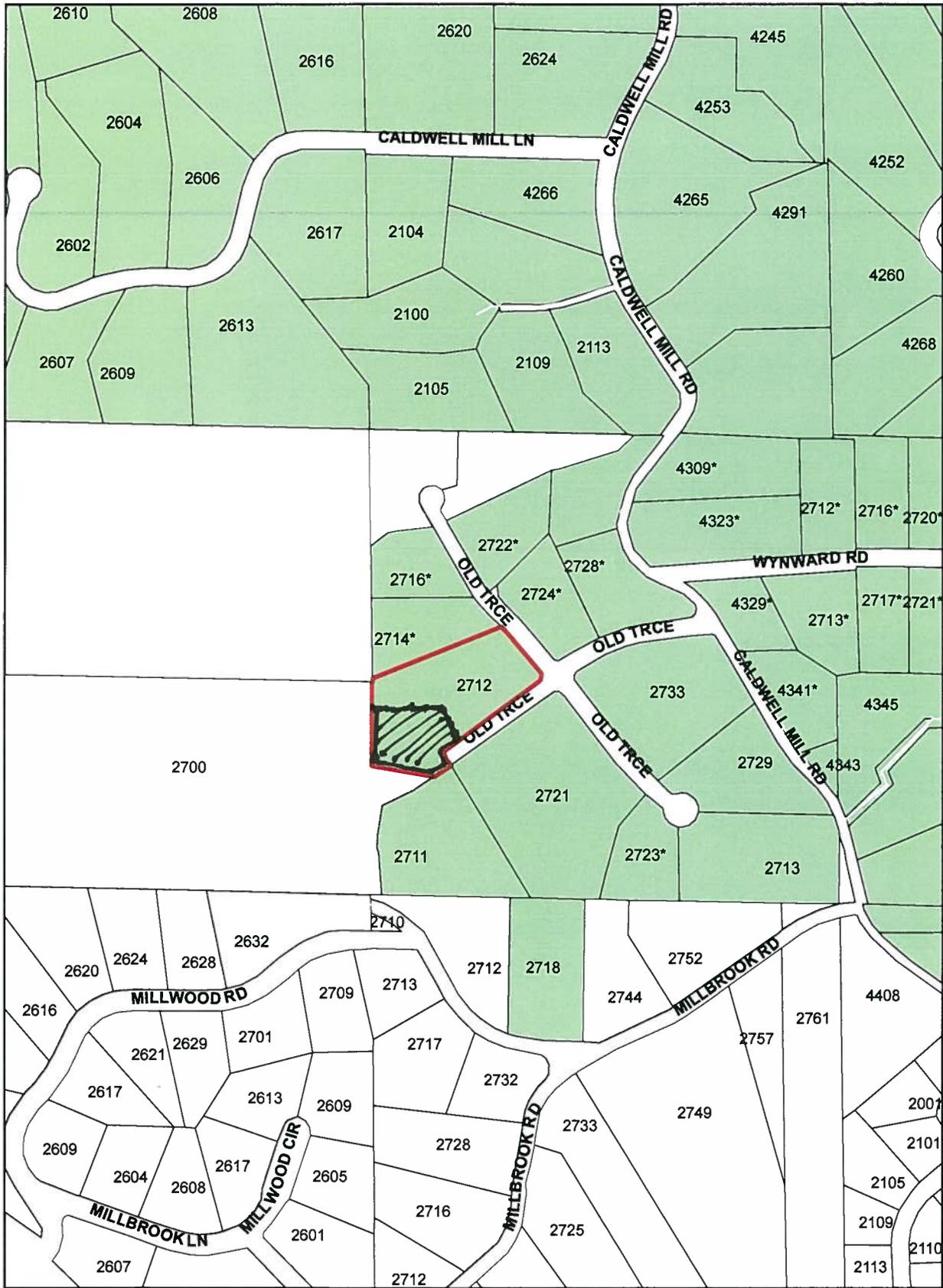
Mayor

CERTIFICATION

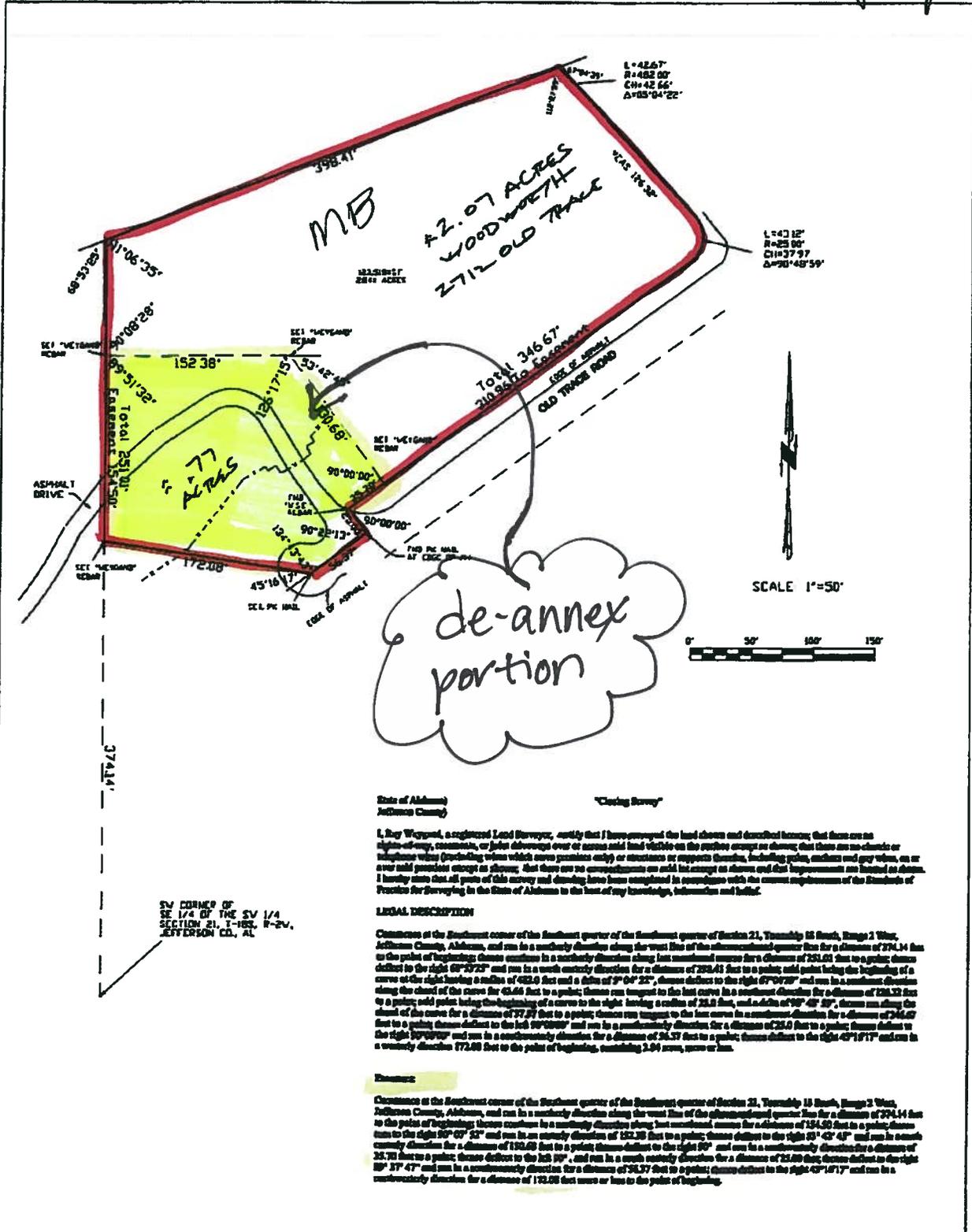
I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on December 8, 2014, as same appears in the minutes of record of said meeting.

City Clerk





Existing Access Easement to Bruno Property



de-annex portion

State of Alabama "Closing Survey"
Jefferson County

I, Ray Wiggins, a registered Land Surveyor, certify that I have surveyed the land shown and described herein; that there are no signs-of-way, easements, or other obstructions over or across said land visible on the surface except as shown; that there are no claims or unperfected claims (including claims which cover portions only) or structures or apparent boundaries, including poles, fences and guy wires, on or over said premises except as shown; that there are no encroachments on said land except as shown and that improvements are located as shown. I hereby state that all parts of this survey and closing 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.

LEGAL DESCRIPTION

Commence at the Southeast corner of the Southeast quarter of the Southeast quarter of Section 21, Township 15 South, Range 2 West, Jefferson County, Alabama, and run in a westerly direction along the west line of the aforementioned quarter tract for a distance of 274.14 feet to the point of beginning; thence continue in a westerly direction along last mentioned course for a distance of 232.03 feet to a point; thence deflect to the right 67°29'23" and run in a north westerly direction for a distance of 203.41 feet to a point; add point being the beginning of a curve to the right having a radius of 482.0 feet and a deflection of 2°04'22", thence deflect to the right 67°29'23" and run in a southeast direction along the chord of the curve for a distance of 45.66 feet to a point; thence run tangent to the last curve in a southeast direction for a distance of 232.32 feet to a point; add point being the beginning of a curve to the right having a radius of 23.0 feet, and a deflection of 90°49'59", thence run along the chord of the curve for a distance of 27.27 feet to a point; thence run tangent to the last curve in a southeast direction for a distance of 244.67 feet to a point; thence deflect to the left 90°00'00" and run in a southeasterly direction for a distance of 25.0 feet to a point; thence deflect to the right 10°00'00" and run in a southeasterly direction for a distance of 24.37 feet to a point; thence deflect to the right 45°16'17" and run in a westerly direction 172.08 feet to the point of beginning, containing 2.04 acres, more or less.

Remarks:

Commence at the Southeast corner of the Southeast quarter of the Southeast quarter of Section 21, Township 15 South, Range 2 West, Jefferson County, Alabama, and run in a westerly direction along the west line of the aforementioned quarter tract for a distance of 274.14 feet to the point of beginning; thence continue in a westerly direction along last mentioned course for a distance of 234.53 feet to a point; thence run to the right 10°00'00" and run in an easterly direction of 182.88 feet to a point; thence deflect to the right 90°49'59" and run in a north westerly direction for a distance of 130.68 feet to a point; thence deflect to the right 90° and run in a southeasterly direction a distance of 25.70 feet to a point; thence deflect to the left 90° and run in a south westerly direction for a distance of 23.00 feet; thence deflect to the right 10°37'47" and run in a southeasterly direction for a distance of 24.37 feet to a point; thence deflect to the right 45°16'17" and run in a westerly direction for a distance of 172.08 feet more or less to the point of beginning.

SW CORNER OF SE 1/4 OF THE SW 1/4 SECTION 21, T-15S, R-2W, JEFFERSON CO., AL



Sirote & Permutt, PC
2311 Highland Avenue South
Birmingham, AL 35205-2972

PO Box 55727
Birmingham, AL 35255-5727

Steven A. Brickman
Attorney at Law
sbrickman@sirote.com
Tel: 205-930-5171
Fax: 205-212-3803

December 2, 2014

VIA E-MAIL

Whit Colvin, Esq.
Bishop, Colvin, Johnson & Kent, LLP
1910 First Avenue North
Birmingham, AL 35203

Re: Bruno/Easement

Dear Whit:

I'm enclosing a copy of the Deannexation Petition and a draft of the Covenants that I hope to present to the council next Monday on the 8th of December. What time is the meeting? I am finalizing the Covenants now but was told by Trip that I could send these to you. Do I need to send anything to Dana prior to the meeting and do we need to sign the attached petition prior to the meeting?

With best regards.

Sincerely,

A handwritten signature in black ink, appearing to be 'SAB', written over a horizontal line.

Steven A. Brickman
FOR THE FIRM

SAB/pta
Attachment

c: Susan Fitzgibbon (via e-mail)

**STATE OF ALABAMA
JEFFERSON COUNTY**

**PETITION FOR DEANNEXATION FROM THE
CITY OF MOUNTAIN BROOK, ALABAMA**

Date of Petition: _____, 2014

To the Honorable Mayor and City Council of the City of Mountain Brook, Alabama:

We the undersigned owners of the property set out in red outline in Exhibit A attached hereto, which property is located within the City limits of the City of Mountain Brook, Alabama, do hereby execute and file with the City of Mountain Brook, Alabama, this written petition that our property as described be deannexed from the City of Mountain Brook, Alabama, under the authority of Section 11-42-200, *et seq.* Code of Ala. 1975 (as amended).

We the undersigned certify that said property is located entirely within the City limits of the City of Mountain Brook, Alabama. The metes and bounds description of the boundary of the property of the undersigned proposed to be deannexed is set out on Exhibit B.

Furthermore we certify we understand fully that, following deannexation by the City of Mountain Brook and an order approving same from the Jefferson County Probate Office without any additional right of appeal, the owners shall record the private covenants attached to this Petition as Exhibit C as covenants to run with the land for said property.

Furthermore we certify we understand fully that, following deannexation by the City of Mountain Brook and an order approving same from the Jefferson County Probate Office, the owners of the property shall petition the City of Vestavia Hills, Alabama, for said property to be annexed within the City limits of the City of Vestavia Hills, Alabama.

We do hereby request the City of Mountain Brook, Alabama give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Mountain Brook, Alabama shall be rearranged so as to exclude such property.

- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, we have hereunto subscribed our names to this Petition as of the date first written above.

Ann Marie Messina Bruno and Ronald G. Bruno, Trustees of Trust Estate "A" under the Angelo J. Bruno Revocable Management Trust Agreement dated September 13, 1984

By: _____
Ann Marie Messina Bruno, Co-Trustee

By: _____
Ronald G. Bruno, Co-Trustee

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Ann Marie Messina Bruno**, whose name in her capacity as Co-Trustee under the Trust Estate "A" under the Angelo J. Bruno Revocable Management Trust Agreement dated September 13, 1984, 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, she, in such capacity and with full authority, executed the same voluntarily for and on behalf of the Trust Estate "A" under the Angelo J. Bruno Revocable Management Trust Agreement on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2014.

Notary Public
My Commission Expires:

STATE OF ALABAMA
COUNTY OF JEFFERSON

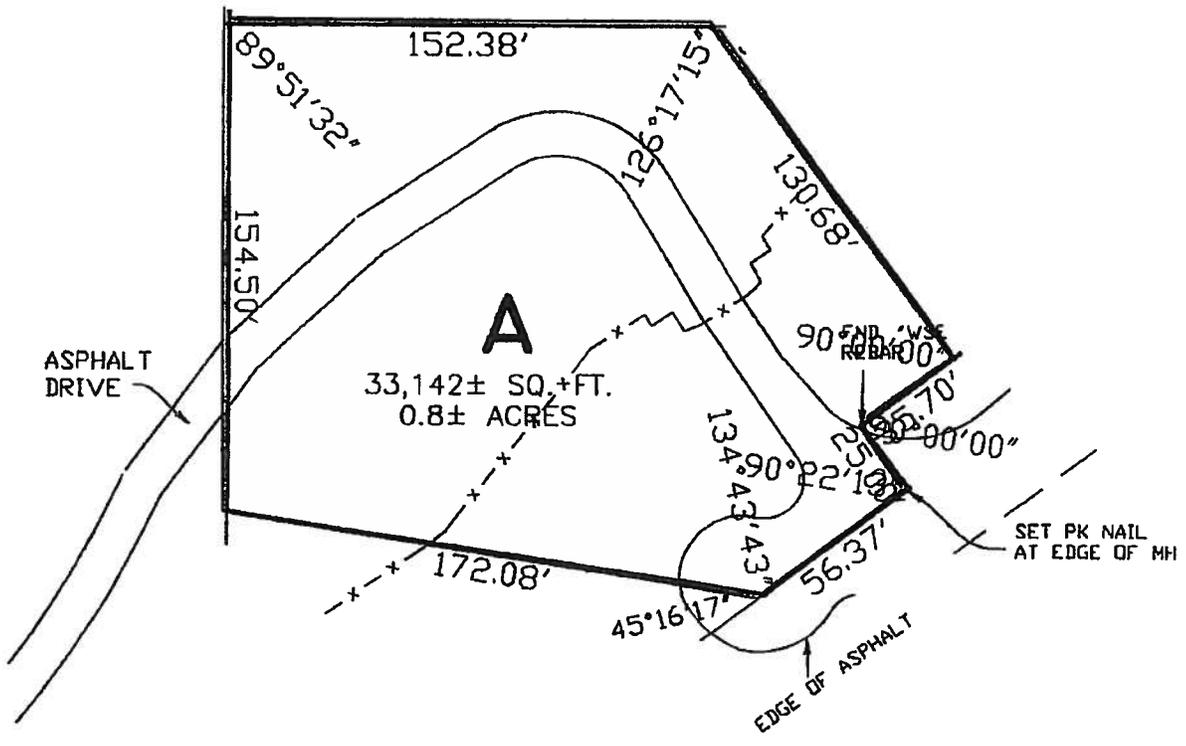
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Ronald G. Bruno**, whose name in his capacity as Co-Trustee under the Trust Estate "A" under the Angelo J. Bruno Revocable Management Trust Agreement dated September 13, 1984, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and on behalf of the Trust Estate "A" under the Angelo J. Bruno Revocable Management Trust Agreement on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2014.

Notary Public
My Commission Expires:

**EXHIBIT A TO PETITION FOR DEANNEXATION FROM THE
CITY OF MOUNTAIN BROOK, ALABAMA**

OUTLINE OF PROPERTY TO BE DEANNEXED



**EXHIBIT B TO PETITION FOR DEANNEXATION FROM THE
CITY OF MOUNTAIN BROOK, ALABAMA**

LEGAL DESCRIPTION OF PROPERTY TO BE DEANNEXED

Commence at the Southwest corner of the Southeast quarter of the Southwest quarter of Section 21, Township 18 South, Range 2 West, Jefferson County, Alabama, and run in a northerly direction along the west line of the aforementioned quarter line for a distance of 374.14 feet to the point of beginning; thence continue in a northerly direction along last mentioned course for a distance of 154.50 feet to a point; thence turn to the right $90^{\circ} 07' 52''$ and run in an easterly direction of 152.38 feet to a point; thence deflect to the right $53^{\circ} 42' 45''$ and run in a south easterly direction for a distance of 130.68 feet to a point; thence deflect to the right 90° and run in southwesterly direction for a distance of 35.70 feet to a point; thence deflect to the left 90° and run in south easterly direction for a distance of 25.00 feet; thence deflect to the right $89^{\circ} 37' 47''$ and run in a southwesterly direction for a distance of 56.37 feet to a point; thence deflect to the right $45^{\circ} 16' 17''$ and run in a northwesterly direction for a distance of 172.08 feet more or less to the point of beginning.

**EXHIBIT C TO PETITION FOR DEANNEXATION FROM THE
CITY OF MOUNTAIN BROOK, ALABAMA**

COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

**DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENT**

COME NOW, the undersigned **Ann Marie Messina Bruno and Ronald G. Bruno**, Trustees of Trust Estate “A” under the **Angelo J. Bruno Revocable Management Trust Agreement** dated September 13, 1984 (“**Declarant** ”), and hereby issue this **DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT** (this “**Agreement**”) as more particularly set forth hereinafter:

WITNESSETH

WHEREAS, Declarant is the fee simple owner of real property located in Jefferson County, Alabama (the “**Bruno A Property**”), which property is more particularly described on the attached Exhibit A attached; and

WHEREAS, Declarant is also the fee simple owner of real property located in Jefferson County, Alabama (the “**Bruno B Property**”), which property is more particularly described on the attached Exhibit B. The Bruno B Property and the Bruno A Property are sometimes collectively referred to the “**Bruno Property**”; and

WHEREAS, Declarant is also the fee simple owner of a parcel of real property located in Jefferson County, Alabama, which property is contiguous to the Bruno Property and which is hereinafter referred to as (the “**Easement Property**”), and is described on the attached Exhibit C; and

WHEREAS, Declarant desires to and does hereby declare, create and effect the creation of a non-exclusive perpetual easement running with the land for the purpose of ingress and

egress over, through and across the Easement Property (as defined hereinafter) for the benefit of the current and future owners of (i) the Bruno B Property, and (ii) the Bruno A Property, so as to serve as a portion of the roadway constituting the sole means of ingress to and egress from the Bruno B Property and the Bruno A Property, conditioned and contingent upon certain other rights, pursuant to the terms and conditions of this Agreement; and

WHEREAS, The Beneficial Parties (as defined hereinafter) have by a separate instrument (the “Consent”) consented to Declarant filing a Petition for Deannexation with the City of Mountain Brook (“City”) to deannex the Easement Property from the City; and

WHEREAS, The Beneficial Parties have further agreed that upon completion of the aforesaid deannexation they consent to Declarant’s efforts to annex the Easement Property into the City of Vestavia Hills, Alabama (“Vestavia”) and to seek approval of a four (4) lot subdivision on the Bruno A Property (“Vestavia Subdivision Approval”) consistent with the terms of this Agreement; and

WHEREAS, upon approval of the deannexation from the City, annexation into Vestavia and the Vestavia Subdivision Approval, Declarant intends to convey a portion of the Bruno A Property to John R. Montgomery and/or James P. Walker Jr. and Lauryn P. Walker (“Walker-Montgomery”), or an entity affiliated with those individuals, which will be located generally in the area described on the attached Exhibit E and which thereafter will not be considered part of the Bruno A Property (“Excluded Property”). Upon the conveyance to Walker-Montgomery from the Declarant, or its Successors and Assigns, the legal description for the Excluded Property will be provided to the Beneficial Parties and utilized as Exhibit E.

WHEREAS, in consideration for the foregoing consent from the Beneficial Parties (who are more specifically identified on the attached Exhibit D), Declarant has agreed to subject (i) the

Bruno A Property (including that portion which will become the Excluded Property, (ii) the Bruno B Property, and (iii) the Easement Property to certain covenants and restrictions as more fully set forth herein so that such covenants and restrictions shall run with the land and burden such properties for all future heirs, successors and assigns in favor of the Beneficial Parties, their heirs, successors and assigns.

NOW, THEREFORE, for and in consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Declarant does hereby declare and covenant as follows:

1. **Access Easement.**

(a) Declaration of Easement. Declarant as owner of the Easement Property does hereby declare and create in perpetuity, and also grants, bargains, sells and conveys to the owners of the Bruno B Property and the Bruno A Property, their respective successors, assigns, heirs and personal representatives, and to their respective tenants, licensees, invitees, agents, and employees the right, as well as a non-exclusive easement, for vehicular and pedestrian traffic on, over, through and across the Easement Property for the purpose of access, ingress and egress to and from the entirety of the Bruno Property and the hereto acknowledged public road located in the City known as "Old Trace".

(b) Road. In consideration of the grant of a non-exclusive easement as set forth in section 1(a) above, and provided that the Easement Property is deannexed from the City, is annexed by Vestavia, and receives the Vestavia Subdivision Approval ("Road Conditions"), the owner(s) of any portion of the Bruno A Property will build a road ("Road") in part over the Easement Property, subject to receipt of all approvals from any municipal, county, state, federal or municipal agency having jurisdiction over the construction of said Road in order to provide

access, ingress and egress to and from the Bruno B Property and the Bruno A Property and Old Trace.

(c) Maintenance. In consideration of the grant of a non-exclusive easement, as set forth in section 1(a) above, and subject to satisfaction of the Road Conditions, the owner(s) of any portion of the Bruno A Property, which has been zoned and/or used for single family residence purposes, shall be collectively burdened with the responsibility for maintaining the Road, curb cuts, driveways, entrances and exits located on the Easement Property in reasonably good condition and repair. It is understood that the obligations contained herein can be transferred to a homeowners association (consisting of the Owners of all or portions of the Bruno A Property and/or all or portions of the Bruno B Property) which will assume the responsibilities required by this section.

(d) Barriers. The Beneficial Parties and their respective successors, assigns, heirs and personal representatives shall not construct or maintain any gates, fences, walls, curbs or other obstructions which materially impair or prevent the full and intended use of the easements granted herein; provided that the foregoing provision shall not prohibit barricades erected and reasonably necessary in connection with the temporary construction or repair and maintenance of any buildings on the Bruno A Property or other improvements or facilities (including utility installations, paving, curbing or landscaping) or the erection or construction of limited barricades, gates, fences, curbing or other reasonable forms of vehicular or pedestrian traffic controls on the Easement Property or the Bruno Property.

2. **Annexation and Zoning of the Easement Property.**

(a) Annexation to Vestavia Hills. Within ninety (90) days following the issuance of an order by the Probate Office of Jefferson County, Alabama, confirming the deannexation of the Easement Property from the City and the expiration of all rights of appeal of the order deannexing the Property from the City (“Deannexation Order”), Declarant shall make application either to Vestavia or if legally required to annex the Property, the Alabama legislature to have the Easement Property annexed into Vestavia. The ninety (90) days referenced above will be extended as reasonably necessary if the means to annex the Easement Property is through an act of the Alabama Legislature. In the event a Vestavia Annexation Termination Event (as defined below) shall occur within eighteen (18) months from the date of issuance of the Deannexation Order (“Annexation Term”), then within thirty (30) days following the occurrence of such Vestavia Annexation Termination Event, Declarant shall make application to have the Easement Property annexed into the City. As used herein, the term **“Vestavia Annexation Termination Event”** shall mean any of the following events: (i) Declarant’s application(s) to annex the Easement Property into Vestavia shall be rejected by Vestavia; or (ii) Declarant shall withdraw its application to have the Easement Property annexed into Vestavia. Declarant will have the right to extend the Annexation Term so long as it is diligently pursuing the Annexation but either Vestavia has not made a final decision on the Annexation, or the Alabama legislature has not passed the requisite legislation to annex the Easement Property into Vestavia or so long as the decision of Vestavia on Annexation is on appeal. If a Vestavia Annexation Termination Event occurs, if legally possible under all applicable ordinances and laws of the City, the owners of the Bruno Property and the Beneficial Parties will work together to effect the subdivision and development of the Bruno Property in conformity with this Agreement.

(b) Zoning. Immediately upon annexation of the Easement Property into the City of Vestavia, if not already zoned in this classification, the Declarant must file for rezoning of the Easement Property and the Bruno A Property to the E-2 Residential classification.

(c) Costs. Declarant shall bear all costs associated with the annexation and zoning applications made pursuant to subsections (a) and (b) above and shall do all things necessary or appropriate to pursue all such applications in a reasonably diligent manner.

(d) The Beneficial Parties' Cooperation. The Beneficial Parties shall cooperate fully with Declarant in connection with all applications filed by Declarant pursuant to this Agreement, and if requested, with the dedication of the portion of the Road overlaying on the Easement Property and shall execute and deliver any documents reasonably necessary or appropriate in connection with any such annexation, zoning or, if requested, dedication. Provided, however, it is the express understanding of both the Declarant by the undersigned's signature on behalf of the Declarant, and the Beneficial Parties by their signatures to the Consent that no portion of the Road besides the Easement Property may be formally dedicated or by means of a prescription become a public road. Such prohibition is a restrictive covenant running with the land burdening the Bruno A Property and the Bruno B Property. Such restrictive covenant is for the benefit of and enforceable by the Beneficial Parties and the City.

3. **Restrictions on Use of the Easement Property.** The parties and their respective successors, assigns, heirs and personal representatives covenant one to each other that: (i) no house shall be constructed on the Easement Property, (ii) no house shall be constructed on the Excluded Property, (iii) that the use of the Easement Property shall be limited to vehicular and pedestrian traffic on, over, through and across the Easement Property and any Road constructed thereon for the purpose of access, ingress and egress to and from the Bruno Property and Old

Trace, (iv) the Road will provide the sole means of vehicular access, ingress and egress to and from the Bruno Property such that no other means of vehicular ingress and egress to and from the Bruno Property is allowed; (v) during the construction of the Road, construction activity will occur only during those hours permitted by the ordinances of the City unless the ordinances of Vestavia on the hours of construction are stricter, in which case the ordinances of Vestavia on construction will govern (vi) during the construction of the Road, no construction traffic shall traverse the single lane bridge serving as part of Caldwell Mill Lane, (vii) except for construction work and necessary disturbance associated with (A) the construction, maintenance, repair and replacement of utilities, and (B) the creation of the Road and its ancillary features (*e.g.*, gate, shoulder, drainage facilities) there shall be a permanent undisturbed natural buffer 25 feet in width along the northern border of the Bruno A Property and the easternmost borders of the Bruno Property, as generally depicted on Exhibit F; (viii) no more than three (3) residential houses and ancillary guesthouses may be located on the Bruno B Property and no more than four (4) residential houses and ancillary guesthouses may be located on the Bruno A Property, there will be not be more than seven (7) residential houses and ancillary guesthouses on the Bruno Property; and (ix) the owner(s) of the Bruno A Property covenant to use best efforts to have a fully conforming four (4) lot subdivision approved by Vestavia. All of the foregoing benefits and burdens are deemed to run with the land and will be binding on all heirs, successors, and assigns of the Bruno Property and the owners of the property owned by the Beneficial Parties, specifically including the properties located on Old Trace owned by the Beneficial Parties, and (ii) the Bruno Property.

The City and Beneficial Parties (and their heirs, personal representatives, successors and assigns) identified on the attached Exhibit D are expressly deemed to be third-party beneficiaries

of the provisions of this Agreement, and each of the City and/or the Beneficial Parties (and their heirs, personal representatives, successors and assigns) may enforce the provisions of this Agreement as if it were a party to this Agreement. The undersigned acknowledge that the Beneficial Parties, by supporting the efforts of the undersigned to effect the subject development, have provided material consideration to the undersigned so as to designate such parties and the City as third party beneficiaries herein, and that the receipt and sufficiency of such consideration is hereby acknowledged.

4. **All Covenants Run with the Land.** The Easement and associated rights and privileges herein granted are for the exclusive use, enjoyment and benefit of the owners of the Bruno B Property, the Bruno A Property and the Easement Property, or any portion thereof, their respective mortgagees, and for the benefit of the respective tenants, licensees, invitees and business guests of such parties and their successors, assigns, heirs and personal representatives. Such rights and privileges shall be covenants running with the land, shall continue in full force and effect as rights appurtenant to ownership of the Bruno Property, or any portion thereof and shall inure to the benefit of all such owners and their respective mortgagees. This Agreement shall not be construed to grant rights to the public in general.

5. **Old Trace.** All signatures hereto as well as the Beneficial Parties as evidenced by their signatures to the Consent, acknowledge that Old Trace functions as and is deemed to be a public road within the City.

6. **General Provisions.** This Agreement shall be interpreted according to the laws of the State of Alabama. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This

Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Agreement may not be modified or amended except by a mutual written agreement of at least two-thirds (2/3) of the owners of the parcels owned by the Beneficial Parties (excluding the Bruno Property) and at least two-thirds (2/3) of the owners of the Bruno Property. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such enforceable or invalid provision. This Agreement is binding on the Declarant, the Beneficial Parties and the City as well as their respective successors, assigns, heirs and personal representatives.

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IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

“Declarant:”

**Ann Marie Messina Bruno and Ronald G. Bruno,
Trustees of Trust Estate “A” under the Angelo J.
Bruno Revocable Management Trust Agreement dated
September 13, 1984**

By: _____
Ann Marie Messina Bruno, Co-Trustee

By: _____
Ronald G. Bruno, Co-Trustee

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **Ann Marie Messina Bruno**, whose name in her capacity as Co-Trustee under the Trust Estate “A” under the Angelo J. Bruno Revocable Management Trust Agreement dated September 13, 1984, 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, she, in such capacity and with full authority, executed the same voluntarily for and on behalf of the Trust Estate “A” under the Angelo J. Bruno Revocable Management Trust Agreement on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2014.

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 **Ronald G. Bruno**, whose name in his capacity as Co-Trustee under the Trust Estate "A" under the Angelo J. Bruno Revocable Management Trust Agreement dated September 13, 1984, 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, in such capacity and with full authority, executed the same voluntarily for and on behalf of the Trust Estate "A" under the Angelo J. Bruno Revocable Management Trust Agreement on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2014.

Notary Public
My Commission Expires: _____

This instrument prepared by and
upon recordation return to:

Steven Brickman, Esq.
Sirote & Permutt, P.C.
P.O. Box 55727
Birmingham, Alabama 35255-5727

EXHIBIT A

THE BRUNO A PROPERTY

PARCEL 1:

Lots 17 and 18 according to the Survey of Abingdon Estates, Natchez Sector, First Addition as recorded in Map Book 126, Page 2, in the Judge of Probate Office, Jefferson County, Alabama, also that part of the private road lying between the subject lots and north of the bridge, being more particularly described as follows:

Begin at the northwest corner of the Southeast Quarter of the Southwest Quarter of Section 21, Township 18 South, Range 2 West, and run South 00 degrees, 00' 00" West along the west line of said quarter-quarter section for a distance of 333.78 feet to a point on the centerline of a creek; thence run North 52 degrees 53' 00" East along the centerline of said creek for a distance of 73.15 feet to a point; thence run North 84 degrees 46' 00" East along the centerline of said creek for a distance of 108.06 feet to a point; thence run North 67 degrees 18' 00" East along the centerline of said creek for a distance of 11.94 feet to a point on the southwest right of way line of a private road; thence run North 28 degrees 37' 57" West along the southwest side of said right of way for a distance of 13.54 feet to a point; thence run North 59 degrees 43' 03" East along the end of said road and also along the north end of a bridge for a distance of 40.02 feet to a point on northeast right of way line of said private road; thence run South 28 degrees 37' 57" East along the northeast line of said private road for a distance of 18.85 feet to a point on the centerline of said creek; thence run North 67 degrees 18' 00" East along the centerline of said creek for a distance of 66.90 feet; thence run North 64 degrees 23' 00" East along the centerline of said creek for a distance of 255.15 feet to a point; thence run North 72 degrees 59' 00" East along the centerline of said creek for a distance of 200.87 feet to a point; thence run North 56 degrees 21' 30" East along the centerline of said creek for a distance of 73.80 feet to a point; thence run North 56 degrees 21' 30" East along the centerline of said creek for a distance of 73.80 feet to a point on the north line of said quarter-quarter section; thence run North 88 degrees 12' 00" West along the north line of said quarter-quarter section for a distance of 759.73 feet to the point of beginning.

PARCEL II:

A parcel of land situated in the Southwest quarter of the Southwest quarter of Section 21, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at an iron pin found in the northeast corner of said quarter-quarter section; thence run North 88 degrees 09' 38" West along the North line of said quarter-quarter section for a distance of 1329.84 feet to the northwest corner of said quarter-quarter section; thence run South 0 degrees 01' 35" West along the West line of said quarter-quarter section for a distance of 726.35 feet to an iron pin found, said point also being the Northwest corner of that property described as Parcel I in deed to Ann S. Raburn, as recorded in Real Volume 792, Page 709; thence run South 88 degrees OS' 03" East along the North line of said Raburn tract for a distance of 238.99 feet to the centerline of a creek; thence run North 52 degrees 06' 16" East along the centerline of said

creek for a distance of 136.60 feet to a point; thence run North 72 degrees 20' 40" East along the centerline of said creek for a distance of 489.21 feet to a point; thence run North 79 degrees 26' 27" East along the centerline of said creek for a distance of 288.33 feet to a point; thence run North 72 degrees 40' 25" East along the centerline of said creek for a distance of 244.31 feet to a point on the east line of said quarter-quarter section; thence run North 0 degrees 00' 00" East along said East line for a distance of 333.78 feet to the point of beginning.

PARCEL III:

A parcel of land situated in the Southwest quarter of the Southwest quarter of Section 21, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at an iron pin found in the northeast corner of said quarter-quarter section; thence run North 88 degrees 09' 38" West along the North line of said quarter-quarter section for a distance of 1329.84 feet to the Northwest corner of said quarter-quarter section; thence run South 01 degrees 01' 35" West along the West line of said quarter-quarter section for a distance of 726.35 feet to an iron pin found, said point along being the Northwest corner of that property described as Parcel 1 in deed to Ann S. Raburn, as recorded in Real Volume 792, Page 709; thence run South 88 degrees 05' 33" East along the North line of said Raburn Tract for a distance of 238.99 feet to the centerline of a creek being the point of beginning; thence run North 52 degrees 06' 16" East along the centerline of said creek for a distance of 136.60 feet to a point; thence run North 72 degrees 20' 40" East along the centerline of said creek for a distance of 489.21 feet to a point; thence run North 79 degrees 26' 27" East along the centerline of said creek for a distance of 288.33 feet to a point; thence run North 72 degrees 40' 25" East along the centerline of said creek for a distance of 244.31 feet to a point on the east line of said quarter-quarter section; thence run South 0 degrees 00' 00" East along said east line for a distance of 394.35 feet to a point, said point also being the Northeast corner of Parcel 1 as described in deed to Ann S. Raburn, referred to hereinabove; thence run North 88 degrees 05' 03" West along the North line of said Raburn tract for a distance of 1091.24 feet to the point of beginning.

EXHIBIT B

THE BRUNO B PROPERTY

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 21, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the SW 1/4 of Section 21, Township 18 South, Range 2 West and run in an Easterly direction along the South line of said 1/4-1/4 section a distance of 1330.82 feet to the Southeast corner of the SW 1/4 of the SW 1/4 of Section 21; thence 91 degrees 55' to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 600.00 feet to a point; thence 88°05' to the left in a Westerly direction a distance of 1330.29 feet to a point on the West line of the SW 1/4 of the SW 1/4 of said Section 21; thence 91°51'38" to the left in a Southerly direction along the West line of said 1/4-1/4 section a distance of 600.00 feet to the point of beginning.

EXHIBIT C

EASEMENT PROPERTY DESCRIPTION

Commence at the Southwest corner of the Southeast quarter of the Southwest quarter of Section 21, Township 18 South, Range 2 West, Jefferson County, Alabama, and run in a northerly direction along the west line of the aforementioned quarter line for a distance of 374.14 feet to the point of beginning; thence continue in a northerly direction along last mentioned course for a distance of 154.50 feet to a point; thence turn to the right $90^{\circ} 07' 52''$ and run in an easterly direction of 152.38 feet to a point; thence deflect to the right $53^{\circ} 42' 45''$ and run in a south easterly direction for a distance of 130.68 feet to a point; thence deflect to the right 90° and run in southwesterly direction for a distance of 35.70 feet to a point; thence deflect to the left 90° and run in south easterly direction for a distance of 25.00 feet; thence deflect to the right $89^{\circ} 37' 47''$ and run in a southwesterly direction for a distance of 56.37 feet to a point; thence deflect to the right $45^{\circ} 16' 17''$ and run in a northwesterly direction for a distance of 172.08 feet more or less to the point of beginning.

EXHIBIT D

THE CITY AND BENEFICIAL PARTIES

	Owner	Address	Parcel ID#	Legal Description ¹
1.	Scott, Amy Garthwaite Smith	2605 Caldwell Mill Lane	010.000	Lot 6-A, according to the amended resurvey of Lots 5 & 6 as recorded in Map Book 114, p 28
2.	Chamoun, Joseph & Leigh Ann	2607 Caldwell Mill Lane	010.001	Lot 5-B, according to the amended resurvey of Lots 5 & 6 as recorded in Map Book 114, p 28
3.	Satterfield, Thomas A. Jr. & Rebecca S.	2609 Caldwell Mill Lane	011.000	Lot 5-A, according to the amended resurvey of Lots 5 & 6 as recorded in Map Book 114, p 28
4.	Naughton, Dorothy P.	2613 Caldwell Mill Lane	012.000	
5.	Rooney, Ralph N. & Janet W.	2105 Caldwell Mill Trace	016.002	Lot 5, according to the
6.	Walker, James P. Jr. & Lauryn P.	2109 Caldwell Mill Trace	016.003	Lot 6, according to the Survey of Caldwell Mill Trace as recorded in Map Book 165, p 73
7.	Montgomery, John R.	2113 Caldwell Mill Trace	017.000	Lot 7, according to the Survey of Caldwell Mill Trace as recorded in Map Book 165, p 73
8.	Randleman, C. Lynn & C. Duane	2717 Old Trace	021.000	
9.	Caine, Alva C. Jr. & Michelle	2711 Old Trace	021.001	
10.	Howle, Alan J. & Gail N.	2725 Old Trace	021.002	
11.	Hawkins, Jeffrey W. & Susan M	2714 Old Trace	021.003	
12.	Martensen, Eugene D. & Jane H	2724 Old Trace	021.005	
13.	Harbin, Rodney	4306 Caldwell Mill Road	021.006	
14.	Troxell, David Bartley	2728 Old Trace	021.007	
15.	Bednasek, Gary L. & Rebecca F.	2716 Old Trace	021.008	Lot 12, Abingdon
16.	Thompson, Mary H. & C. Kenslo	2722 Old Trace	021.011	Lot __, Abingdon

¹ All references are to the recording sites for the Office of the Judge of Probate of Jefferson County, Alabama, Birmingham Division

			Estates Natchez Sector, First Addition as recorded in Map Book 126, p2
17.	Bright, Tommy G. & Sara C.	2721 Old Trace	021.014 Lot __, Abingdon Estates Natchez Sector, First Addition as recorded in Map Book 126, p2
18.	Bruno, Ann Marie Messina &	2650 Old Trace	022.000
19.			022.001
20.	Hammond, Clark R. & Kelly N.	2729 Old Trace	024.000 Metes & Bounds parcel, see Exhibit E
21.	Southern Coal & Land Co Inc.	2733 Old Trace	024.001 2 metes & bounds parcels, see Exhibit F
22.	Woodworth, Bradford A.	2712 Old Trace	028.000 See Exhibit G

EXHIBIT E
EXCLUDED PROPERTY
(OUTLINE – EXACT LEGAL
TO BE ADDED AT A LATER DATE)

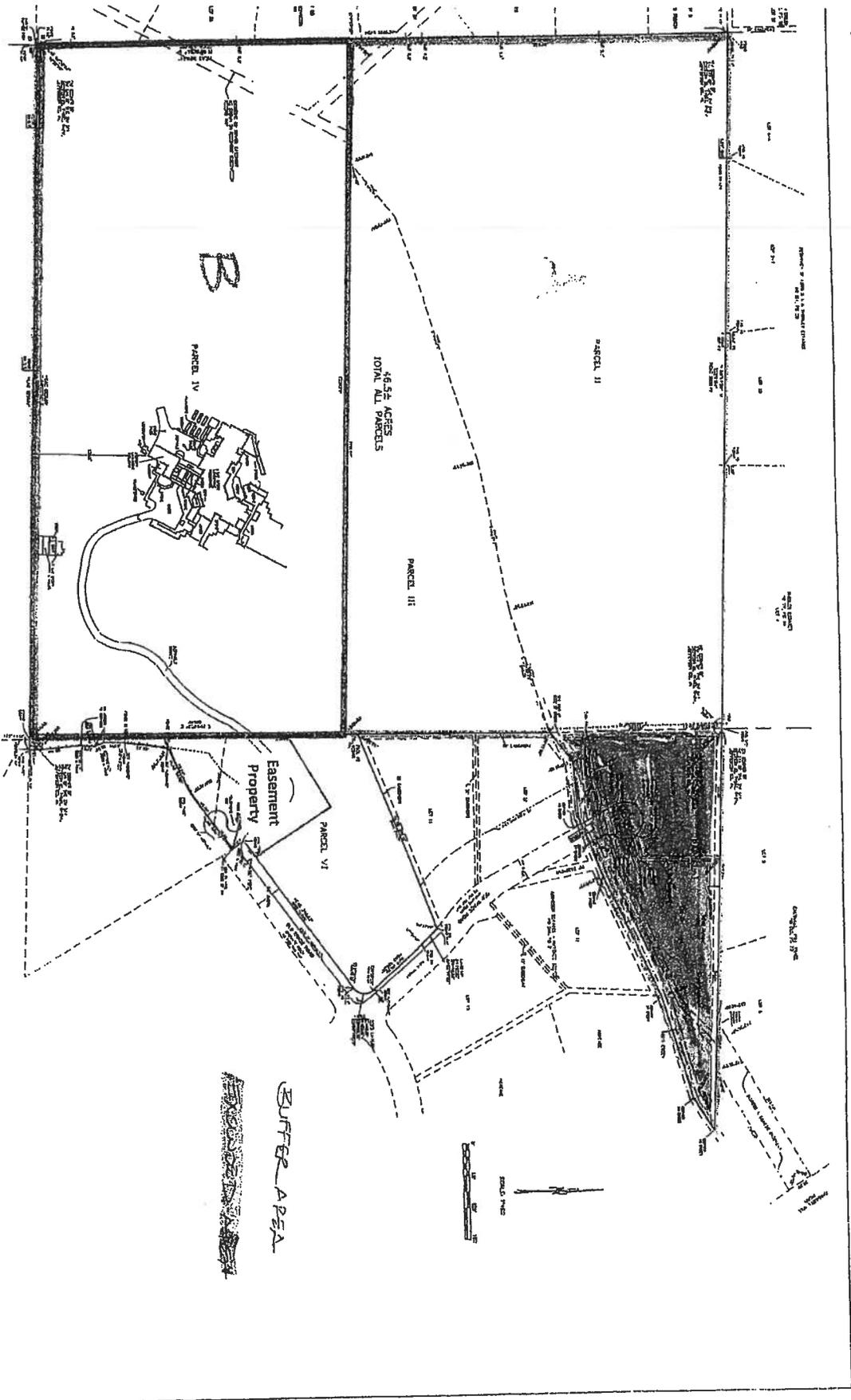


EXHIBIT F
DRAWING OF BUFFER AREA
