

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
DECEMBER 8, 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 6:00 p.m. on Monday, the 8th day of December. 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
Lawrence T. Oden, Mayor

Absent: Alice B. Womack

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

1. AGENDA

1. Beech Street/Circle drainage study presentation – Walter Schoel of Schoel Engineering (Appendix 1).

The suggested improvements can be performed by the City's Public Works crews in spring 2015.

2. All-In Mountain Brook Committee to make a presentation on their mission and request funds from the city – Leigh Ann Sisson. (Contract to be presented for consideration at the January 12, 2015 meeting.)
3. Variance request from the 2012 International Building Code – Perry Given at 3819 Forest Glen Drive. (Resolution No. 2014-168 was added to the formal agenda.)
4. Proposed modifications to the City's IRC Section 115 Retiree Medical Trust document – Steven Boone. (Amended Trust document to be presented for adoption at the January 12, 2015 meeting.)
5. 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
Steven Boone, City Clerk



Beech Street Drainage Study Report

October 14, 2014

The City of Mountain Brook has asked Walter Schoel Engineering to review the hydrologic impacts of developments upstream from Beech Circle that have been constructed in the City of Birmingham. The developments include but are not limited to two apartment complexes known as Tapestry 1 and Tapestry 2. Mountain Brook residents have complained that storm runoff from in the local creek seems to have increased since the development of Tapestry 2—a development that included no storm water detention to mitigate for increased impervious area.

Prior to the development of Tapestry 1, St. Francis Xavier Church had a major expansion in developed area but this included a very large detention pond. The St. Francis Xavier pond reduced the flow below pre-construction values not only from St. Francis Xavier but also from the watershed upstream on the south slope of Red Mountain that drains through the corner of the church property.

The scope of the Schoel hydrologic study was to review the hydrologic impacts of the Tapestry developments in combination with the other discharges in the watershed that drains to Beech Circle and Beech Street. The results are presented below.

The original drainage analysis for Tapestry 1 did not include evaluation of the residual effect of the Tapestry 1 development on the larger watershed that it combines with. We have included that area in our analysis because it is essential to the effects at Beech Circle. We have attempted to use the pre and post development coefficients that were used in the original study as far as possible for the development itself. For the 100-year peak flow, we see a 13% increase in runoff from the Tapestry 1 development outlet of the detention pond (TapPnd). However, this represents only a 5% increase when the flow from the pond is combined (WB04) with the flow from the much larger Watershed that originates on Red Mountain. Further downstream the residual increase from Tapestry 1 is only 3% of the combined 100-year peak flow (WB07), where it is joined with the flow from St. Francis Xavier, and is considered negligible.

The original drainage study for Tapestry 2 did include evaluation of residual effects on the discharge from the St. Francis Xavier pond. In fact, this comparison was used as the justification for not including storm water detention for Tapestry 2. The concept was that a detention pond for Tapestry 2 would delay the peak from Tapestry 2 such that it would cause the two peaks to combine in such a way as to increase the total peak flow. Whereas, allowing the Tapestry 2 flow to pass downstream well before the St. Francis Xavier pond peak, would have a very small impact. This does appear to be the case in our analysis as well where the impact of Tapestry 2 is a 2% increase in the 100-year peak flow (WB12) before combining with the flow from Tapestry 1 and the area that it combined with off of Red Mountain. After combining at a point just

APPENDIX 1

Established in 1888

WALTER SCHOEL ENGINEERING COMPANY, INC.
1001 22nd Street South • Birmingham, Alabama 35205
P 205-323-6166 • F 205-328-2252 • schoel.com

upstream from Beech Circle (WB07a), the Tapestry 2 increase is only 1% of the combined 100-year peak flow and is considered negligible.

Together, the increase in the 100 year storm discharge from both Tapestry 1 and 2 is only 4% of the combined flow of the full watershed downstream from Beech Street (WB14).

In the process of gathering the data for these analyses, it became apparent that the St. Francis Xavier pond had experienced a significant impact from beaver dams that caused the pond to maintain a nearly full condition that effectively canceled the ability of the pond to reduce the flow from St. Francis Xavier and the large watershed upstream on the south slope of Red Mountain. Comparing the discharge of St. Francis Xavier with and without the beaver dam shows that the beaver dam caused a 23% increase in peak flow (WB12) before combining with the flow from the area of Tapestry 1 and the watershed upstream on Red Mountain. This increase is 11% where the flow from the St. Francis Xavier pond combines (WB07a) with the flow from the Tapestry 1 direction.

This analysis indicates that the impacts from the Tapestry developments are so small that they would be difficult to measure in the field. And they would be impossible to notice by a casual observation. The impacts from the beaver dam were significant enough to be noticed and are likely responsible for any increased stormwater runoff in the Beech Circle/Beech Street neighborhood. The beaver dam has been removed and the function of the St. Francis Xavier detention pond has been restored. It will be important in the future to monitor the St. Francis Xavier detention pond and remove any further attempts to rebuild the beaver dam.

Proposed Improvements to the Beech Street Drainage System

The Beech Street drainage system is generally composed of rectangular concrete and stone channels and rectangular box-culvert sections. The system was evidently installed in phases; the materials and workmanship of the channel varies considerably along its length.

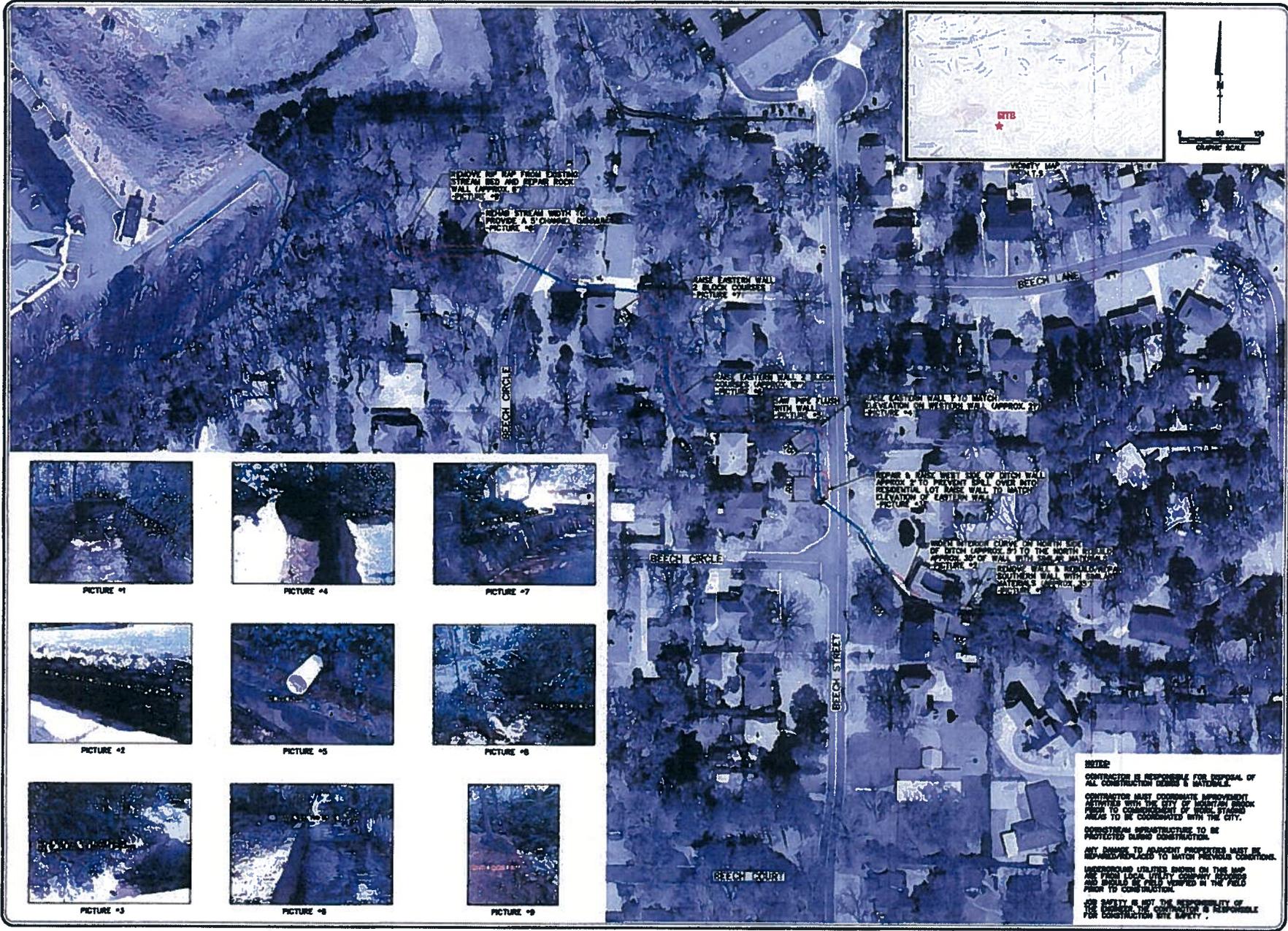
Historical evidence, as well as hydrologic and hydraulic calculations, indicates that the channel/culvert drainage system is undersized to convey return-period storm events without being overtaxed. When the system is overtaxed, stormwater enters the adjacent yards and overtops Beech Street. A true remedy to the drainage problem in this area would be to demolish the existing system in its entirety and install a box culvert system of appropriate size. However, due to the excessive cost of such a system, as well as the lack of room for a system of the appropriate size, this complete-remedy option is not being considered and is beyond the scope of the Beech Street Drainage Study.

The goal of this study is to identify problems with the Beech Street drainage system that can be remedied without undue cost or undue disturbance to the adjacent residential properties. It is hoped that these problems can be addressed such that the frequency and severity of the flooding as observed will be reduced. Generally, the aim of the improvements proposed herein is to make

the channel cross-section as uniform as possible. Areas where the channel cross-section is unusually narrow, is in need of repair, or has unusual bends are proposed to be improved. Preliminary plans which depict the location of the repairs have been developed and presented to the City of Mountain Brook for consideration.

Please note that these improvements will not solve the underlying problem of the channel/culvert system being too small. In addition, the concerns of having an open channel drainage system coursing through a residential area are not addressed, and cannot be addressed without installing an appropriately-sized enclosed culvert system.

"G:\14\125\Docs\Beech Street Hydrologic Review.docx"



PICTURE #1



PICTURE #4



PICTURE #7



PICTURE #2



PICTURE #5



PICTURE #6



PICTURE #3



PICTURE #8



PICTURE #9

NOTES:
 CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL CONSTRUCTION DEBRIS & MATERIALS.
 CONTRACTOR MUST COORDINATE IMPROVEMENTS RELATIVE WITH THE CITY OF MOUNTAIN BROOK AND LOCAL UTILITY COMPANY RECORDS AND SHOULD BE FIELD VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION WITH THE CITY.
 DOWNSTREAM INFRASTRUCTURE TO BE PROTECTED DURING CONSTRUCTION.
 ANY DAMAGE TO ADJACENT PROPERTIES MUST BE REPAIRED/REPLACED TO MATCH PREVIOUS CONDITIONS.
 UNDERGROUND UTILITIES SHOWN ON THIS MAP ARE FROM LOCAL UTILITY COMPANY RECORDS AND SHOULD BE FIELD VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION.
 THE OWNER IS NOT THE RESPONSIBILITY OF THE DESIGNER. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SITE SAFETY.



WALTER SCHOEL ENGINEERING CO., INC.
CONSULTING ENGINEERS
 205 2ND STREET SOUTH
 MOUNTAIN BROOK, ALABAMA 35090
 205 966-0000

REMEDATION PLAN		BEECH STREET DRAINAGE WAY		MOUNTAIN BROOK, ALABAMA	
DATE	BY	DATE	BY	DATE	BY
11/11/14	W.S.	11/11/14	W.S.	11/11/14	W.S.
11/11/14	W.S.	11/11/14	W.S.	11/11/14	W.S.

[This page is blank intentionally.]

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
DECEMBER 8, 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 8th day of December, 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
Lawrence T. Oden, Mayor

Absent: Alice B. Womack

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. 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 24, 2014 regular meeting of the City Council

- | | | |
|-----------------|---|-------------------------|
| 2014-163 | Reappoint Ken Key to serve on the Tree Commission, to serve without compensation, with the term of office to end December 12, 2017. | Exhibit 1 |
| 2014-164 | Appoint Stacey Turner to serve on The MR/DD 310 Authority, to serve without compensation, with the term of office to end December 8, 2020. | Exhibit 2
Appendix 1 |
| 2014-165 | Rename "Cahaba Park" to "Cahaba River Walk". | Exhibit 3
Appendix 2 |
| 2014-166 | Recommend 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. | Exhibit 4
Appendix 3 |
| 2014-167 | Authorize the conditional (service) use by Mountain Brook Trading to establish a drop-off/pick-up and show room for Mountain Brook Trading at 2 Dexter Avenue. | Exhibit 5
Appendix 4 |
| 2014-168 | Authorize the execution of an Acknowledgment, Release, and Indemnification instrument with respect to the City's approval of an exemption to specified building code regulations for the residence located at 3819 Forest Glen Drive. | Exhibit 6
Appendix 5 |

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Shelton. The minutes and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes 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

Nays: None

Council President Smith thereupon declared that said minutes and Resolution Nos. 2014-163 through 2014-168 are adopted by a vote of 4—0.

2. CONSIDERATION: RESOLUTION (NO. 2014-169) DE-ANNEXING A PARTIAL PARCEL ON OLD TRACE (APPENDIX 6)

Council President Smith introduced the resolution writing and invited comments and questions from the audience.

Whit Colvin:

- The subject property was owned by the Bruno family (now the Bruno family trust)
- The subject property represents a portion of a much larger (43-acre) parcel partially located in the City of Vestavia Hills
- The petitioner has secured a buyer for the Mountain Brook/Vestavia properties (“property”)
- There have been many development plans considered for the property. The current proposal is very good for the surrounding neighbors in that it restricts the development of the 43-acre parcel to seven single-family homes.
- The development plan has taken two years to work out and represents a “win-win-win” for all parties and the surrounding neighbors.
- An easement that runs along the creek will ultimately be extinguished (to the benefit of Mr. Montgomery).
- Covenants will be executed to protect the surrounding neighbors.

Trip Galloway, representative of adjacent property owners:

- The proposal also prevents a cut-through from Rocky Ridge Road through an existing Vestavia neighborhood which would have been disastrous to the Abington area.

Steve Brickman , representative of the Bruno family:

- There are some minor modifications to the exhibits to the protective covenants.
- The access to be constructed into the development will be the only means of ingress/egress, however, Mr. Montgomery will allow the developer to use the existing easement (described above) for a period of 90-days during the construction of the new access bridge/road after which the easement will be terminated.
- There will also be some modifications to the [enlarged] buffer area.

There being no further comments or discussion, Council President Smith called for motion regarding the proposal. Council President Pro Tempore Pritchard then moved for the adoption of said resolution subject to the incorporation of the changes described by Mr. Brickman to be reviewed by the City’s attorney, Whit Colvin. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

Council President Smith thereupon declared that said Resolution Nos. 2014-169 is adopted by a vote of 4-0.

3. 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 Tuesday, December 16, 2014 at 5:30 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.

4. ADJOURNMENT

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


Steven Boone, City Clerk

EXHIBIT 1

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.

EXHIBIT 2

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.

APPENDIX 1

EXHIBIT 3

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.

APPENDIX 2

EXHIBIT 4

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.

APPENDIX 3

EXHIBIT 5

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.

APPENDIX 4

EXHIBIT 6**RESOLUTION NO. 2014-168**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or the City Manager of the City to execute a Grant of Acknowledgment, Release, and Indemnification instrument, in the form as attached hereto as Exhibit A, with respect to the City's approval of an exemption to specified building code regulations for the residence located at 3819 Forest Glen Drive.

APPENDIX 5

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

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

Eve Graham
Vice President

Wayne Dutt
Treasurer

Dear Mayor Oden:

Deborah Hinton
Secretary

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.

Judy Branin
Director

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

Kimm Eckhoff
Director

Kimberley Fort
Director

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.

Jayne M. Ness
Director

Russell McElroy, III
Director

Respectfully,

Robert Regulus
Board President

Philip Richards
Director

Chuck Whitley
Director

Gary Hendrix
Executive Director



Stacey McDuffa Turner

Stacey McDuffa Turner currently serves as a Senior Vice President and Assistant General Counsel for Regions Financial Corporation. Ms. Turner graduated from The University of Alabama in 1992 and received her law degree, *magna cum laude*, from Cumberland School of Law at Samford University in 1995. Ms. Turner served as a law clerk to the late Honorable Edwin L. Nelson, United States District Court for the Northern District of Alabama. Following her clerkship, she entered into the private practice of law focusing on labor and employment. Ms. Turner served as Corporate Counsel for Bruno's Supermarkets, Inc. before joining the bank in 2002.

EXHIBIT "A" - DESCRIPTION OF LAND

File No: TB1100698-C

Part of the N 1/3 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 curve from p/b being the locally accepted west easterly corner of Lot A, Dixon-Anderson Reserve, as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, in Map Book 155, Page 23, and leading in a Northwesterly direction along the Northwest line of said Lot A, turn an angle to the left of 191° 32' 26" and run in a Southeastery direction across the Overton Road right of way for a distance of 66.31 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 885.32 feet, a central angle of 17° 33' 23" and last mentioned 66.31 feet 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 289.51 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° 33' 09" from the chord of last mentioned curve) and run in a Southeastery direction for a distance of 374.71 feet to an existing iron rebar being point "B"; thence continue in a Southeastery direction for a distance of 63 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 109° and run in a Northwesterly direction along last mentioned line for a distance of 63 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 274.71 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° 31' 58" to the chord of said curve) and run in a Northwesterly and Northery direction along the arc of said curve and along the East right of way line of said road for a distance of 371.46 feet to an existing well being the point of ending of said curve; thence run in a Northery 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 new curve being concave in a Southeastery direction and having a central angle of 51° 29' 49" and a radius of 25.0 feet; thence turn an angle to the right and run in a Northwesterly direction along the arc of said curve for a distance of 22.64 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 Northwesterly 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 94.86 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 Northwesterly direction along last mentioned curve for a distance of 136.36 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 Southeastery, Southerly and Southwesterly direction along the meanderings of the centerline of the Cahaba River for a distance of 723 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

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.

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.

APPENDIX 2

2014-165



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 COLDBROOK DR CRANSTON, RI 02920
THOMAS MOFATT 9871281 - RI	PRESIDENT	01/29/1984 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 Home Phone: 401-765-1500
 Business Phone: 401-770-4440 Cell Phone:
 Fax: 205-871-3400 E-mail: RENEE.OCOIN@CVSCAREMARK.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: CVS PHARMACY 2505 License 1: 001661737
 Applicant: ALABAMA CVS PHARMACY LLC 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

Initials: KMA, KMA, KMA, KMA, KMA, KMA, KMA, KMA, KMA

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. In reference to ACT No. 80-526, 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. In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement. 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. 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 duty authorized agents of the Alabama Alcoholic Beverage Control Board and any duty 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.

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 Hulcher
Signature of Applicant: [Signature]
Notary Name (print): Wendy Abbott
Notary Signature: [Signature]

Commission expires: 10-21-18

Application Taken: App. Inv. Completed: Forwarded to District Office:
Submitted to Local Government: Received from Local Government:
Received in District Office: Reviewed by Supervisor: 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 MC1180 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: Kathleen M Hulcher Print Name: [Signature]
Title: Power of Attorney Title: Power of Attorney
WITNESS: (By ABC Enforcement) Wendy Abbott [Signature] Revised 9/08

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:



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
City Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

MEMO

DATE: December 4, 2014
TO: Mayor, City Council
City Manager
City Attorney
FROM: Dana Hazen, City Planner
RE: Conditional Use (Service) for Mountain Brook Trading
2 Dexter Avenue

Please refer to the attached Village Living article for a detailed description of the proposed service use. As noted in the article, there will be a retail showroom as well, but the bulk of the business is service oriented.

The proposed business is located in the basement of the Mafiaoza's building with frontage along the alley, and the proposed hours of operation are Mon-Fri from 10:00 a.m. to 2:00 p.m., and by appointment (daily). The applicant has indicated a potential for infrequent special occasion use in the evening such as a trunk show or open house. The anticipated parking demand is approximately five.

The proposed use will share the fifteen on-site parking spaces with Mafiaoza's, which is open for dinner Tues-Thurs and for lunch and dinner Fri-Sun (closed on Monday). No on-site parking conflict is anticipated.



Village Living article

Reaching outside Facebook

by MADISON MILLER

November 25, 2014



Cyd Ruffino and Laura Silsbee

Cyd Ruffino was looking for new ideas as fundraising season for Alabama Forever began. The organization raises academic and athletic funding for low-income schools across the state, and as a nonprofit, relies on donations to meet their needs.

One day, Ruffino agreed to sell some pieces of furniture online for a percentage of the sales to be donated to Alabama Forever. That's when her idea struck.

With internet resources and websites such as Facebook on the rise, Ruffino thought about the possibility of a new fundraising opportunity with trading sites. This led her to meet with Laura Silsbee, the creator of the popular trading platform Mountain Brook Trading.

Originally launched on Facebook, Mountain Brook Trading allows users to post photos and information about items they would like to sell. Since its start in 2012, the page has grown to over 55,000 members. Silsbee recently moved the site to varagesale.com, where it is now up to 18,000 users.

Unsure of where the site would go next, Silsbee was approached by Ruffino with the idea of creating a safe trading location. Many users of the site have had concerns with privacy in the past. By creating a safe location, Ruffino and Silsbee hope to be able to provide the anonymity that some users prefer while also raising funds for Alabama Forever.

"She said, 'I have this machine, and I don't know what the next level should be,'" Ruffino said. "I said, 'Well I have this idea, and I can't do it without you.'"

Their business model is a unique one, but Ruffino and Silsbee are confident that they will be providing an asset to the community. Located next to Alabama Forever's office space in Crestline Village, MBT on Dexter will act as a drop-off and pickup location and will accept select premium home good items worth \$50 and above. Delivery and pickup services will also be available for an additional fee, they said.

"If you're looking for an armoire or a bed or a desk and you don't want to go buy one new and spend \$600 on it, [you can find] one that's almost like new," Silsbee said.

A showroom will display certain items while they are on sale, and a warehouse space will keep the rest of their items in storage. While being stored at the location, Ruffino and Silsbee will attempt to sell the items through the Mountain Brook Trading platform on varagesale.com. Mountain Brook Trading will also be adding Facebook back into use, but only Ruffino and Silsbee will be allowed to post items on the page.

MBT on Dexter will set asking prices, which will change as needed, but the price will never go below the seller's set bottom-line price. Sales are expected to be made in about one month, with the service charging a 40 percent commission. The location will offer optional memberships for \$10 per month, which will make the sale of member items priority, allow members to shop in the show room and allow the use of the location for drop-off and pickup whether members are using MBT on Dexter's services or not.

Items that cannot be sold can either be taken back by the seller or donated to Alabama Forever. Donated items will be tax-deductible for the seller. Once donated, Alabama Forever will sell items for what they can and donate 100 percent of the profit to its charity.

Rather than a store, Ruffino and Silsbee explain that their idea is more of a concierge service. They realize that many members of the community may want to make a profit by selling unwanted items, but do not have time or would rather not use an online platform themselves.

"This will give them their schedule back, so they can do whatever it is they need to do," Ruffino said.

Mountain Brook Trading is now accepting pieces for its location. It will be located at 2 Dexter Ave. For more information, visit varagesale.com.

12/4/2014

City of Mountain Brook Mail - Rec letter of operational characteristics



Dana Hazen <hazend@mtbrook.org>

Re: letter of operational characteristics

1 message

Cyd Ruffino <cyd@mbtondexter.com>
To: Dana Hazen <hazend@mtbrook.org>
Cc: Laura Greene Silsbee <lsilsbee@yahoo.com>

Tue, Dec 2, 2014 at 11:36 AM

Dear Ms. Hazen,

Thank you for your assistance. Per our conversation, please find below the letter of operational characteristics of Mountain Brook Trading on Dexter. I have also attached another copy of the email from Mr. Bankston dated October 2, 2014. Thank you for your consideration. I am available to you for any questions regarding our concept. In addition to my letter, I am sending you the link to the Village Living article that came out yesterday. It tells the whole story.

<http://www.villagelivingonline.com/people/reaching-outside-facebook1121/>

Introducing Mountain Brook Trading on Dexter, your online trading concierge and marketplace located at 2 Dexter Avenue in Crestline Village, Mountain Brook, AL.

We will list your premium pre-owned, custom-made or vintage furniture and select home decor anonymously. Just bring us your \$50 and above items and tell us your bottom line price. Once accepted we will measure, photograph and list for 30 days. Once sold we will send you a check! Commission rate for our service is 40%. If we can't sell it for you, there are two options:

Option #1: Come and get it.

Option #2: Donate it to Alabama Forever. We will sell it for them. Alabama Forever gets the money and YOU get the write off! Everybody wins. Wait, there is more:

MBT on Dexter Membership! Members are allowed to shop the marketplace AND use us as the safe pick up/drop off location for the items you list on your own.

Sincerely,

Cyd Quick Ruffino and Laura Greene Silsbee

Cyd Quick Ruffino
Mountain Brook Trading on Dexter
2 Dexter Avenue
Mountain Brook, AL 35216
(205) 447-1511
cyd@mbtondexter.com



Sam Gaston

From: Steve Stine
 Sent: Monday, December 01, 2014 10:09 AM
 To: 'Steve Boone'; 'Sam Gaston'
 Cc: boyanton@mtnbrook.org; 'Jerry Weems'; carljohnson@bishopcolvin.com; whitcolvin@bishopcolvin.com
 Subject: New Item for Council Agenda on Dec 8 - Grant of Acknowledgment Instrument - Perry Given Residence 3819 Forest Glen Dr
 Attachments: GrantAcknRelease IndemnAgmt- GivenResid_3819 Forest Glen_Final.pdf; Exhibit A_Grant of Acknowledgment.pdf

Steve and Sam, the owner of the residence at 3819 Forest Glen Dr. - Perry Given - is undertaking a significant renovation of a house built in 1968. The owner wants to reuse a terrace railing as part of this renovation, but questions have arisen whether this railing complies the 2012 International Building Code adopted by the City.

After speaking with David Boyanton in the Inspection Dept. and the owner, it is reasonable for the City and owner to enter into the attached Grant of Acknowledgment, Release and Indemnification Instrument whereby the owner will be allowed to reuse the railing, with the understandings that he acknowledges that the railing does not comply with the newest provisions in the IRC, he agrees to indemnify and release the City from claims related to its use and that the Grant runs with the land and will be recorded in the probate court records.

Could you please place this item on Dec 8 City Council Agenda? It could be considered at the Pre-Meeting session, with possible approval at the regular Meeting that follows. Unless you advise otherwise, I will alert the owner that this matter will be on the upcoming Dec 8 agenda and suggest that he plan to attend that meeting to answer any questions that the Council may have.

Thanks. Do not hesitate to contact me if you have any questions about this matter.

P.S. to Steve: The Grant Instrument includes Exhibit A, which depicts the railing that will be reinstalled. Please place the attached depiction at the end of the agreement.

Steve Stine
 1910 First Avenue North
 Birmingham, Alabama 35203
 Phone : (205) 251-2881
 Fax : (205) 254-3987
 Email: sstine@bishopcolvin.com



This email is free from viruses and malware because avast! Antivirus protection is active.

12/1/2014

THIS INSTRUMENT PREPARED BY:
 Steve Stine
 Bishop Colvin, Johnson & Kant, LLC
 1110 First Av. North, Birmingham, AL 35203



20141201100000 1/3
 Doc: 12/01/14 Pg: 2/201
 Jefferson County, Alabama
 I certify this instrument filed on
 12/01/14 at 11:28:53 AM Central
 Time at Probate Court 6, 610

STATE OF ALABAMA)
 JEFFERSON COUNTY)

**GRANT OF ACKNOWLEDGMENT, RELEASE,
 AND INDEMNIFICATION INSTRUMENT**
 RE: 3819 Forest Glen Drive, Mountain Brook, Alabama

This Grant of Acknowledgment, Release, and Indemnification Instrument (the "Acknowledgment") is made by Samuel Perry Given, Jr. (w/k/a Sam Perry Given, Jr. in certain public records and hereinafter referenced as the "Owner") in favor of the City of Mountain Brook, Alabama, a municipal corporation (the "City").

WHEREAS, the Owner owns property that is located at 3819 Forest Glen Drive, Mountain Brook, Alabama 35213, and is more completely described as follows:

Lot 22A, according to the Resurvey of Lot 22 and Part of Lot 24 of Forrest Glen as recorded in Map Book 237, Page 19, in the Probate Office of Jefferson County, Alabama.

(hereinafter, the "Property").

WHEREAS, the Owner (or contractors acting on his behalf) previously has applied and received building permits from the City for an extensive renovation and improvement project at a residence located on the Property (the "Project");

WHEREAS, upon the successful completion of projects like those undertaken on the Property, the City approves the permitted work upon final inspection ("Final Inspection");

WHEREAS, the residence at the Property was constructed in or about 1968, or approximately 44 years before the City adopted the 2012 International Residential Code (the "Code");

WHEREAS, before commencing the Project, a terrace on the second level of the subject residence was guarded by an ornate, wrought iron railing that is architecturally, aesthetically and historically significant to that structure (the "Terrace Railing");

WHEREAS, in connection with his renovation plans, the Owner intends to remove the Terrace Railing, repair and strengthen its components, rework the configuration due to changes being made to the terrace in accordance with the drawing attached hereto as Exhibit A and reinstall it in the same location that it guarded before work on the Project commenced;

WHEREAS, pursuant to Section AJ501.3 of the Code, the Project entails an alteration of more than 50 percent of the dwelling area of the residence, which thereby invokes provisions in the Code for reconstruction work;

WHEREAS, among the reconstruction requirements of the Code are Sections R312.1.1 and R312.1.3 of the Code, which require that guards that are at least 36" high and do not have openings that would allow the passage of a sphere that is greater than 4" in diameter be placed at locations in the residence where an open-sided walking surface is more than 30" inches below that surface;

WHEREAS, the Terrace Railing that the Owner desires to reinforce, rework, reuse and reinstall does not meet the 36" height requirement in the Code for guards or the Code requirement that openings in such guards not be greater in diameter than a 4" sphere;

WHEREAS, the Owner has been apprised that its planned reuse and reinstallation of the Terrace Railing at the residence will not comply with Sections R312.1.1 and R312.1.3 of the Code (collectively hereinafter the "Code Violations");

WHEREAS, the Owner asserts that replacing the Terrace Railing with a different style and type guard is an unduly burdensome financial obligation and would diminish the architectural, aesthetic and historical significance of the subject residence;

WHEREAS, the Owner has requested that, despite the Code Violations, the City grant approval on Final Inspection if all other work on the Project is completed in compliance with the Code and other applicable requirements; and

WHEREAS, the City has agreed to not withhold approval upon Final Inspection based solely on the Code Violations if the Owner acknowledges and agrees to each of the below enumerated understandings by executing and recording this Acknowledgment in the real property records for the Probate Court of Jefferson County, Alabama.

NOW, THEREFORE, for and in consideration of the above promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner acknowledges and agrees as follows:

1. Owner, on behalf of himself and his successors in title, hereby forever RELEASES, WAIVES, EXONERATES, and DISCHARGES the City, and its officials, employees, agents, and representatives in their official and individual capacities (collectively hereinafter the "City Representatives"), from any and every claim, action, suit, demand, judgment, cost, fee, expense, or liability of any kind or character whatsoever arising out of or relating to the Code Violations or the City's anticipated approval of the Project upon Final Inspection.

2. Owner, on behalf of himself and his successors-in-title and assigns, further agrees to indemnify, defend and hold harmless the City and the City Representatives from, against, and with respect to any and every claim, action, suit, demand, judgment, cost, fee, expense (including, but not limited to, reasonable attorneys' fees or court cost) or liability of any kind or character that may be asserted, imposed or made against the City or the City Representatives by the Owner (or any of his successors-in-title or assigns), by any guest, lessee or occupant of the residence on the Property or by

any other person or entity as a result of or by reason of any claimed breach of legal duty arising out of or relating to the Code Violations;

3. Owner SPECIFICALLY ACKNOWLEDGES and AGREES that the City has no legal obligation to issue approve Final Inspective for the residence because the plans and intended work on the Project do not comply with the above-noted Sections R312.1.1 and R312.1.3 of the Code.

4. Owner SPECIFICALLY ACKNOWLEDGES and AGREES that, with the exception of the Code Violations related to the height and size of openings in the Terrace Railing, the City shall enforce compliance with the Code, permits issued on the Project and other conditions precedent to approval upon Final Inspection, and that the City has the legal right to do so; and

5. This Acknowledgment shall be recorded in the probate records of Jefferson County, Alabama, and shall be deemed to be an obligation of Owner (and his successors in title or assigns) and grant to the City that runs with the land.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed on this the 8th day of December, 2014.

Samuel Perry Given, Jr. (Owner)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Samuel Perry Given, Jr. whose name is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of its contents, he executed the same voluntarily, on the day the same bears date.

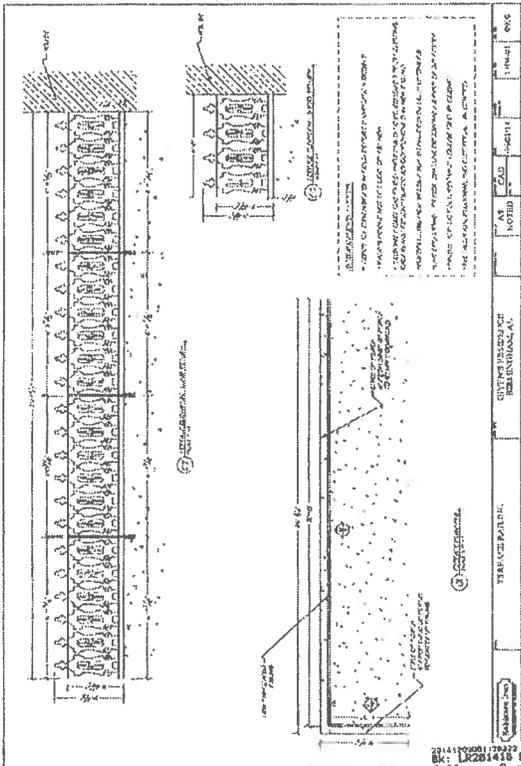
Given under my hand and official seal on this 8th day of Dec, 2014.

Spencer H. Brown (Notary Public)

My Commission Expires: 4/17/2017

4

EXHIBIT A



20141208017822 5/5
Blk: LR201418 Pg: 25291
Jefferson County, Alabama
Recorded at 10:21 AM C0828
Fee: \$28.00

TOTAL OF FEES AND TAXES-\$28.00
LHM

APPENDIX 5

RESOLUTION NO. 2014-169

WHEREAS, on December 2, 2014, 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 (collectively hereinafter, the "Petitioner") submitted a Petition for Deannexation from the City of Mountain Brook (the "Petition", attached as Exhibit "A");

WHEREAS, the Petition requests that the City of Mountain Brook (the "City") take all appropriate actions to remove from its corporate limits an approximate .8 acre parcel of property that is owned by the Petitioner, described on the attached Exhibit "B", depicted on the attached map that is attached as Exhibit "C" (hereinafter, the "Deannexation Parcel");

WHEREAS, the corporate limits of the City of Mountain Brook are as set forth on the map attached as Exhibit "D" and such corporate limits for the area for which de-annexation is proposed are shown on Exhibit D-1;

WHEREAS, the corporate limits of the City of Mountain Brook after such de-annexation, as proposed by the Petition, are as set forth on the map attached as Exhibit "E" and such revised corporate limits for the area for which de-annexation is proposed are shown on Exhibit E-1;

WHEREAS, the Petitioner intends to utilize the Deannexation Parcel as a means of access to two tracts of property that it owns that is outside, but is contiguous to the corporate limits of the City (the two properties being collectively referenced herein as the "Benefitted Property");

WHEREAS, following approval of the requested deannexation and an order approving same from the Jefferson County Probate Court, the Petitioner will execute and record a Declaration of Restrictive Covenants and Easement (hereinafter "Covenants") in the Probate Court of Jefferson County, Alabama (the "Probate Court") that pertains to and restricts the future use of the Deannexation Parcel and the Benefitted Property;

WHEREAS, in pertinent part, the Covenants provide that the future use of the Deannexation Parcel is restricted to pedestrian and vehicular ingress and egress to the Benefitted Property, that any improvements that are contemplated on the Benefitted Property will be made in a manner that is generally consistent with the Covenants;

WHEREAS, the Covenants will be enforceable by the City and the other Beneficial Parties (as defined therein) if the proposed deannexation is approved;

WHEREAS, in addition to approval by the City Council, to become effective, the requested deannexation also must be approved by the Probate Court pursuant to the process and provisions set forth in Ala. Code § 11-42-200, et. seq. (1975);

WHEREAS, having considered the Petition, the related Covenants, and any public comment, the City Council finds that the deannexation of the Deannexation Parcel based on the covenants and understandings set forth in the Petition is in the public interest of the City and its citizens.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama as follows:

- (a) the Petition for deannexation is approved;
- (b) the corporate limits of the City of Mountain Brook shall be reduced by excluding from those limits the Deannexation Parcel;
- (c) the proposed corporate limits of the City of Mountain Brook after such reduction are set forth on Exhibit E hereto;
- (d) the Mayor, on behalf of the City, and City Attorney are hereby authorized to participate in a proceeding to be instituted before the Probate Court for it to approve the contemplated deannexation pursuant to Ala. Code § 11-42-200, et. seq. (1975), and to execute all associated documents and take all actions incidental to that proceeding;
- (e) following the issuance of a final order by the Probate Court approving the proposed deannexation (the "Final Order"), a copy of that Order shall be filed with the City Clerk and associated with this Resolution; and
- (f) in the event that the Final Order is not issued within nine (9) months from the date hereof indicated below, this Resolution then shall be null, void and of no effect.

ADOPTED: This 8th day of Dec., 2014.



Virginia C. Smith
Virginia C. Smith
Council President

APPROVED: This 8th day of Dec., 2014.

Lawrence T. Oden
Lawrence T. Oden
Mayor

APPENDIX 6

CERTIFICATION

I, Steven Boone, Clerk of the City of Mountain Brook, Alabama, hereby certify the attached to be a true and correct copy of a resolution (No. 2014-169) adopted by the City Council of the City of Mountain Brook, Alabama at its meeting held on December 8, 2014, as same appears in the minutes of record of said meeting.

Steven Boone
City Clerk



CITY OF MOUNTAIN BROOK
P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
www.mtnbrook.org

January 21, 2015

Honorable Alan L. King
DELIVERY
Judge of Probate
Jefferson County Courthouse
716 N. Richard Arrington, Jr. Blvd.
Birmingham, Alabama 35203

VIA: HAND

RE: De-annexation of Property from the City of Mountain Brook, Alabama

Dear Judge King:

Attached please find a certified copy of Resolution No. 2014-169 signed by the Mayor of the City of Mountain Brook, as approved by the Mountain Brook City Council. This Resolution approves the de-annexation of a parcel from the Mountain Brook city limits.

The Resolution pertains to certain property described as:

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° 07' 52" and run in an easterly direction of 152.38 feet to a point; thence deflect to the right 53° 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 in 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° 37' 47" and run in a southwesterly direction for a distance of 56.37 feet to a point; thence deflect to the right 45° 16' 17" and run in a northwesterly direction for a distance of 172.08 feet more or less to the point of beginning.

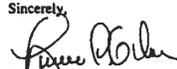
Attached to the Resolution is a map depicting the de-annexed parcel and defining the new Mountain Brook city limits.

Honorable Alan L. King
January 21, 2015
Page two

There are no qualified electors residing in the territory proposed to be de-annexed.

This notice and certified Resolution are hereby filed with the Probate Court in accordance with Ala. Code § 11-42-200, et seq. (1975). The City of Mountain Brook hereby requests the Jefferson County Probate Court to enter a final order approving the proposed de-annexation described in the certified Resolution attached hereto.

Thank you for all of your help.

Sincerely,

Lawrence T. Oden
Mayor of Mountain Brook

CERTIFICATION

I, Steven Boone, Clerk of the City of Mountain Brook, Alabama, hereby certify the attached to be a true and correct copy of a resolution (No. 2014-169) adopted by the City Council of the City of Mountain Brook, Alabama at its meeting held on December 8, 2014, as same appears in the minutes of record of said meeting.


City Clerk



APPENDIX 6

RESOLUTION NO. 2014-169

WHEREAS, on December 2, 2014, 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 (collectively hereinafter, the "Petitioner") submitted a Petition for Deannexation from the City of Mountain Brook (the "Petition", attached as Exhibit "A");

WHEREAS, the Petition requests that the City of Mountain Brook (the "City") take all appropriate actions to remove from its corporate limits an approximate .8 acre parcel of property that is owned by the Petitioner, described on the attached Exhibit "B", depicted on the attached map that is attached as Exhibit "C" (hereinafter, the "Deannexation Parcel");

WHEREAS, the corporate limits of the City of Mountain Brook are as set forth on the map attached as Exhibit "D" and such corporate limits for the area for which de-annexation is proposed are shown on Exhibit D-1;

WHEREAS, the corporate limits of the City of Mountain Brook after such de-annexation, as proposed by the Petition, are as set forth on the map attached as Exhibit "E" and such revised corporate limits for the area for which de-annexation is proposed are shown on Exhibit E-1;

WHEREAS, the Petitioner intends to utilize the Deannexation Parcel as a means of access to two tracts of property that it owns that lies outside, but is contiguous to the corporate limits of the City (the two properties being collectively referenced herein as the "Benefitted Property");

WHEREAS, following approval of the requested deannexation and an order approving same from the Jefferson County Probate Court, the Petitioner will execute and record a Declaration of Restrictive Covenants and Easement (hereinafter "Covenants") in the Probate Court of Jefferson County, Alabama (the "Probate Court") that pertains to and restricts the future use of the Deannexation Parcel and the Benefitted Property;

WHEREAS, in pertinent part, the Covenants provide that the future use of the Deannexation Parcel is restricted to pedestrian and vehicular ingress and egress to the Benefitted Property, that any improvements that are contemplated on the Benefitted Property will be made in a manner that is generally consistent with the Covenants;

WHEREAS, the Covenants will be enforceable by the City and the other Beneficial Parties (as defined therein) if the proposed deannexation is approved;

WHEREAS, in addition to approval by the City Council, to become effective, the requested deannexation also must be approved by the Probate Court pursuant to the process and provisions set forth in Ala. Code § 11-42-200, et seq. (1975);

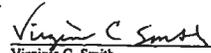
WHEREAS, having considered the Petition, the related Covenants, and any public comment, the City Council finds that the deannexation of the Deannexation Parcel based on the covenants and understandings set forth in the Petition is in the public interest of the City and its citizens.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama as follows:

- (a) the Petition for deannexation is approved;
- (b) the corporate limits of the City of Mountain Brook shall be reduced by excluding from those limits the Deannexation Parcel;
- (c) the proposed corporate limits of the City of Mountain Brook after such reduction are set forth on Exhibit E hereto;
- (d) the Mayor, on behalf of the City, and City Attorney are hereby authorized to participate in a proceeding to be instituted before the Probate Court for it to approve the contemplated deannexation pursuant to Ala. Code § 11-42-200, et seq. (1975), and to execute all associated documents and take all actions incidental to that proceeding;
- (e) following the issuance of a final order by the Probate Court approving the proposed deannexation (the "Final Order"), a copy of that Order shall be filed with the City Clerk and associated with this Resolution; and
- (f) in the event that the Final Order is not issued within nine (9) months from the date hereof indicated below, this Resolution then shall be null, void and of no effect.

ADOPTED: This 8th day of Dec, 2014.




Virginia C. Smith
Council President

APPROVED: This 8th day of Dec, 2014.

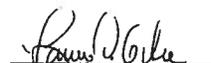

Lawrence T. Oden
Mayor

EXHIBIT A - PETITION

STATE OF ALABAMA
JEFFERSON COUNTY

PETITION FOR DEANNEXATION FROM THE
CITY OF MOUNTAIN BROOK, ALABAMA

Date of Petition: December 8, 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 -

APPENDIX 6

DOC3818419977154

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

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

By: Ana M. Bruno
Ana Marie Medina Bruno, Co-Trustee

By: Ronald G. Bruno
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 Ana Marie Medina 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 8th day of December, 2014.

Bonnie S. Edwards
Notary Public
My Commission Expires June 25, 2016

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 8th day of December, 2014.

Bonnie S. Edwards
Notary Public
My Commission Expires June 25, 2016

DOC3818419977154

DOC3818419977154

gress 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.

DOCSBH0203499615

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

DOCSBH0203499615

WHEREAS, in consideration for the foregoing consent from the Beneficial Parties (who are more specifically identified on the attached Exhibit D¹), 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,

¹ The pool of current potential "Beneficial Parties" is set forth on the attached Exhibit D. Upon execution and delivery of the "consent" documents referenced herein, persons tendering such "consent" shall be deemed "Beneficial Parties." Consents may be tendered prior to the adjudication of the deannexation petition by the Jefferson County Probate Court. Once all of the Beneficial Parties are determined, Declarant shall record a document in the Office of the Judge of Probate of Jefferson County, Alabama identifying same.

DOCSBH0203499615

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

DOCSBH0203499615

APPENDIX 6

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

DOC3BHM4203499615 6

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 all owners, heirs, successors and assigns 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 and their respective

DOC3BHM4203499615 8

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, once completed, 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, as well as during the construction of the houses on the Bruno Property, no construction traffic shall traverse the single lane bridge serving as part of Caldwell Mill Road, (vii) during the construction of the Road, for a period of ninety (90) days, the easement on the property of John R. Montgomery located on Caldwell Mill Road may be utilized to construct the bridge which will link the Bruno A Property and Bruno B Property; (viii) 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 E; (ix) 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

DOC3BHM4203499615 7

heirs, successors and assigns. 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.

DOC3BHM4203499615 9

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: _____

DOCSBH0203499613

EXHIBIT A
THE BRUNO A PROPERTY

PARCEL I:

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 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 05' 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 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 I 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.

DOCSBH0203499613

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

DOCSBH0203499613

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 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 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 I 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.

DOCSBH0203499613

**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° 07' 52" and run in an easterly direction of 152.38 feet to a point; thence deflect to the right 53° 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° 37' 47" and run in a southwesterly direction for a distance of 56.37 feet to a point; thence deflect to the right 45° 16' 17" and run in a northwesterly direction for a distance of 172.08 feet more or less to the point of beginning.

DOCSBH042034996115

14

DOCSBH042034996115

15

**EXHIBIT D
THE CITY AND BENEFICIAL PARTIES**

	Owner	Address	Parcel ID #
1.	Scott, Amy Gertrude Smith	2805 Caldwell Mill Lane	28-21-3-000-010.000
2.	Chapman, Joseph & Leigh Ann	2807 Caldwell Mill Lane	28-21-3-000-010.001
3.	Ritterfeld, Thomas A. Jr. and Rebecca S.	2809 Caldwell Mill Lane	28-21-3-000-011.000
4.	Naughton, Dorothy P.	2812 Caldwell Mill Lane	28-21-3-000-012.000
5.	Rooney, Ralph H. & Janet W.	2106 Caldwell Mill Trace	28-21-3-000-018.002
6.	Walker, James P. Jr. & Lauryn P.	2108 Caldwell Mill Trace	28-21-3-000-018.003
7.	Montgomery, John R.	2113 Caldwell Mill Trace	28-21-3-000-017.000
8.	Randeman, C. Lynn & C. Duane	2717 Old Trace	28-21-3-000-021.000
9.	Calvo, Aya C. Jr. & Michelle	2711 Old Trace	28-21-3-000-021.001
10.	Howe, Alan J. & Gail H.	2725 Old Trace	28-21-3-000-021.002
11.	Hawkins, Jeffrey W. & Susan M.	2714 Old Trace	28-21-3-000-021.003
12.	Martenson, Eusebia D. & Jane H.	2724 Old Trace	28-21-3-000-021.004
13.	Herbin, Rodney	4308 Caldwell Mill Road	28-21-3-000-021.008
14.	Travis, David Bartley	2728 Old Trace	28-21-3-000-021.007
15.	Bedosatz, Gary L. & Rebecca F.	2718 Old Trace	28-21-3-000-021.006
16.	Thompson, Mary H. & C. Kenel	2722 Old Trace	28-21-3-000-021.011
17.	Bright, Tommy G. & Sara C.	2723 Old Trace	28-21-3-000-021.014
18.	Bruno, Ann Marie Hecunia &	2880 Old Trace	28-21-3-000-022.000
19.	Hammond, Clark B. & Kelly N.	2728 Old Trace	28-21-3-000-024.000
20.	Southern Coal & Land Co., Inc.	2733 Old Trace	28-21-3-000-024.001
21.	Woodworth, Bradford A.	2712 Old Trace	28-21-3-000-028.000

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

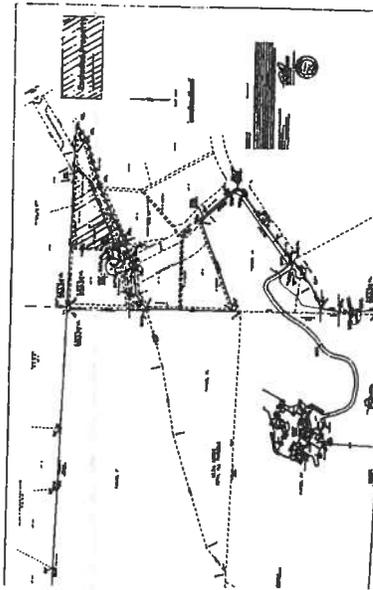
DOCSBH042034996115

16

DOCSBH042034996115

17

EXHIBIT F
DRAWING OF BUFFER AREA



DOCSBHM03499615

18

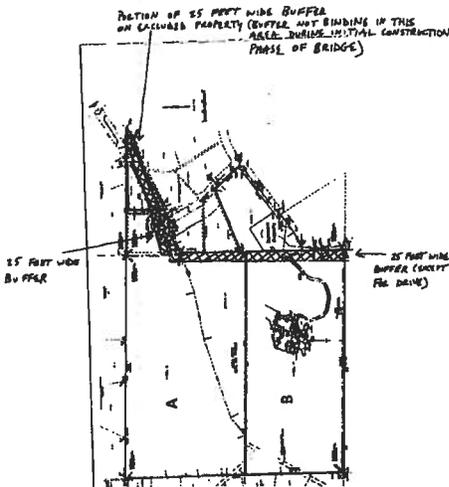
DOCSBHM03499615

19

APPENDIX 6

EXHIBIT B - Legal Description of Deannexation Parcel

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° 07' 52" and run in an easterly direction of 152.38 feet to a point; thence deflect to the right 53° 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° 37' 47" and run in a southwesterly direction for a distance of 56.37 feet to a point; thence deflect to the right 45° 16' 17" and run in a northwesterly direction for a distance of 172.08 feet more or less to the point of beginning.



DOCSBHM03499615

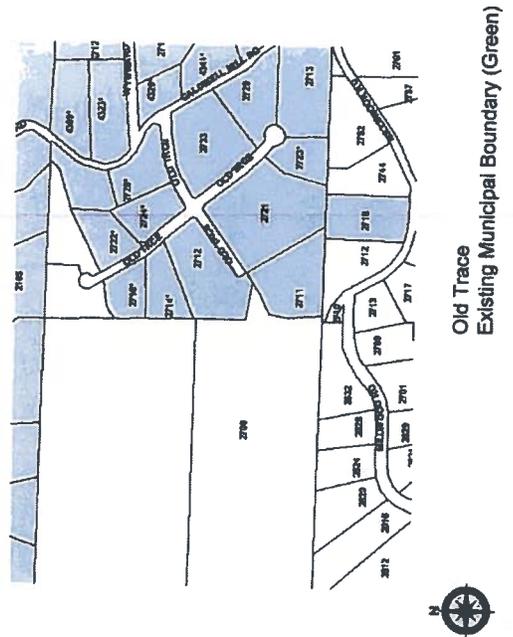
20

DOCSBHM03499615

20

EXHIBIT D-1 - Map Depicting Corporate Limits for Area Where Deannexation is Proposed - Before Deannexation

See Attached



APPENDIX 6

EXHIBIT E - Map Depicting Revised Corporate Limits After Deannexation

See Attached

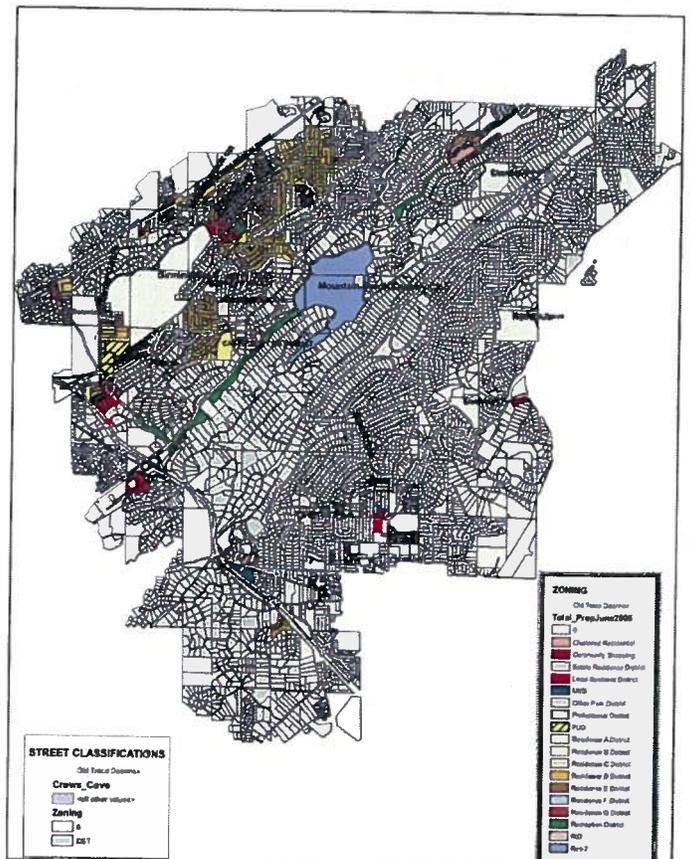
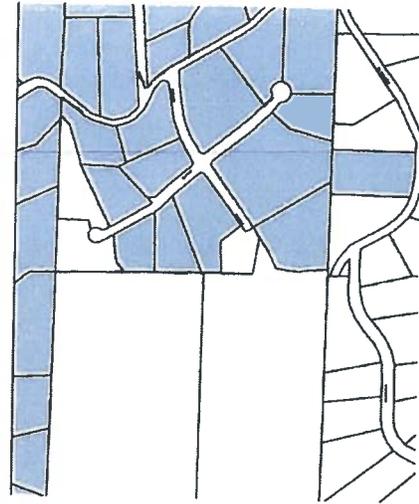


EXHIBIT E-1 – Map Depicting Revised Corporate Limits After Deannexation for Area Where Deannexation is Proposed

See Attached



Old Trace
Proposed Municipal Boundary (Green)



APPENDIX 6

[This page is blank intentionally.]