

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 23, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 23rd day of March. 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
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

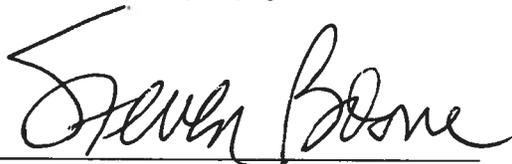
Absent: None

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

1. AGENDA

1. Plans for grand opening of Cahaba River Walk on April 10, 2015 at 4:00 p.m. – Shanda Williams.
2. James Lowery, Coordinator of the Birmingham Mineral Railroad Sign project, to address the City Council.
3. Conditional use application for Sawtooth Cookhouse to be located at 53 Church Street (to occupy a portion of the space formerly occupied by CVS Pharmacy – Dana Hazen. (Resolution 2015-046 was added to the formal agenda.)

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



Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
MARCH 23, 2015**

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 23rd day of March, 2015. 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
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

Absent: None

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

The City Council President stated that a quorum was present and that the meetings were 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 March 9, 2015 regular meeting of the Mountain Brook City Council

| | | |
|-----------------|---|--------------------------|
| 2015-043 | Authorize the execution of an access easement agreement between the City, Ajlouny Investments, LLC and Donna Gray with respect to the Piggly Wiggly development | Exhibit 1 Appendix 1 |
| 2015-044 | Authorize the acceptance of a professional services proposal between the City and Bhate Environmental for geotechnical consulting services with respect to the proposed Park View Townhome subdivision in adjacent to Mountain Brook Village | Exhibit 2, Appendix 2 |
| 2015-045 | Recommend to the ABC Board the issuance of a 240 – Non-Profit Tax Exempt license to The Preschool Partners Foundation (trade name The Food Truck Round Up) for its May 2, 2015 Fundraising event to be held in the parking lot of 780 Brookwood Village, Mountain Brook, AL | Exhibit 3, Appendix 3 |
| 2015-046 | Approve the lunchtime restaurant conditional use application for [tentatively named] Sawtooth Cookhouse to be located at 53 Church Street, subject to the requirement that all employees park in designated long-term public parking within Crestline Village | Exhibit 4 Appendix 4 |

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council President Pro Tempore Pritchard. The minutes and resolutions were then considered by the City Council. Council member Shelton 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
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton

Nays: None

Council President Smith thereupon declared that said Council minutes and Resolution Nos. 2015-043 through 2015-046 are adopted by a vote of 5—0.

2. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1932) AMENDING THE MASTER DEVELOPMENT PLAN FOR THE PARK AT OVERTON, IN THE CITY OF MOUNTAIN BROOK, ALABAMA, TO ALLOW A PATIO COVER ON LOT 6 (3766 VILLAGE LANE) TO BE 4.98 FEET FROM THE REAR PROPERTY LINE IN LIEU OF THE REQUIRED 15 FEET (EXHIBIT 5, APPENDIX 5)

The ordinance was introduced in writing by Council President Smith who then invited introductory comments from the developer.

Brook Harris, representing the developer, explained that the amendment is similar to one previously approved [see Ordinance No. 1914 adopted September 8, 2014]. To the rear of the subject property lies a detention pond so the encroachment will not affect adjoining property owner's enjoyment of their properties.

There being no further comments or discussion, President Smith closed the public hearing and called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Womack and was carried, as follows:

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

Nays: None

The President of the Council declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Carl then moved for the adoption of said ordinance. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The President of the Council declared that the said ordinance (No. 1932) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

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 Monday April 13, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

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. 2015-043

WHEREAS, on December 16, 2014, the City Council of the City of Mountain Brook adopted an ordinance rezoning certain property along Vine Street to be redeveloped as a Piggly Wiggly community grocery store ("Piggly Wiggly Property"); and

WHEREAS, in conjunction with that rezoning, the City entered into related agreements whereby it would acquire property to be used both in conjunction with grocery store operations and as public parking for Crestline Village ("City Property"); and

WHEREAS, DCDG, LLC owns property located at 43, 45 and 49 Church Street, directly adjacent to the City Property and the Piggly Wiggly Property; and

WHEREAS, the City proposed that DCDG, LLC grant the City an access easement for vehicular and pedestrian traffic so as to improve circulation and access to the City Property; and

WHEREAS, DCDG, LLC has agreed to provide that easement under the terms and conditions expressed in the Agreement, attached hereto (the "Agreement").

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

1. The Agreement between the City of Mountain Brook, DCDG, LLC, and Ajlouny Investments, LLC is and hereby shall be approved.
2. The Agreement serves valid and public purposes and confers significant benefits on the public, including but not limited to, improved traffic and pedestrian circulation in Crestline Village, provision of a safe and effective pedestrian connection between Vine Street and Church Street, improved access to the City Property and public parking facilities, and preservation of and improvement to the aesthetic quality of commercial and community development in Crestline Village.
3. The consideration for the access easements set forth in the Agreement was fully negotiated between the parties to it and the City Council specifically finds and concludes that such consideration, as applicable, is fair, adequate and constitutes the fair market value of the interests being acquired.

APPENDIX 1

EXHIBIT 2**RESOLUTION NO. 2015-044**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the acceptance of a professional services proposal between the City and Bhate Environmental, in the form as attached hereto as Exhibit A, for geotechnical consulting services with respect to the proposed Park View Townhomes subdivision near Lane Parke.

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

APPENDIX 2**EXHIBIT 3****RESOLUTION NO. 2015-045**

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 a 240 – Non-Profit Tax Exempt License to The Preschool Partners Foundation (trade name The Food Truck Round Up) for its May 2, 2015 fundraising event to be held in the parking lot of 780 Brookwood Village, Mountain Brook, Alabama.

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 4****RESOLUTION NO. 2015-046**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the lunchtime restaurant conditional use application for Sawtooth Cookhouse at 53 Church Street, subject to the following condition:

1. That all employees park in designated long-term public parking within Crestline Village.

APPENDIX 4**EXHIBIT 5****ORDINANCE NO. 1932**

AN ORDINANCE TO AMEND THE MASTER DEVELOPMENT PLAN FOR THE PARK AT OVERTON, IN THE CITY OF MOUNTAIN BROOK, ALABAMA, TO ALLOW A PATIO COVER ON LOT 6 (3766 VILLAGE LANE) TO BE 4.98 FEET FROM THE REAR PROPERTY LINE IN LIEU OF THE REQUIRED 15 FEET

WHEREAS, after due consideration, the City Council has determined that the subject lot is irregular in shape, making compliance with the required 15-foot setback particularly difficult.

WHEREAS, after due consideration, the City Council has determined that the portion of the subject lot where the setback encroachment is to occur abuts a common lot set aside for storm water detention, and, therefore, the subject encroachment will not be detrimental to adjoining properties within or along the perimeter of The Park at Overton subdivision.

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

1. Master Development Plan. The Master Development Plan and the materials submitted by the applicant, as required by Section 129-497 of the Mountain Brook City Code, are made a part hereof and are specifically incorporated herein by reference, said Plan and materials constituting regulatory standards for use of the affected Property, subject to modification only as provided for in Article XXVIII, Chapter 129 of the Mountain Brook City Code.

2. Description of Affected Property. The property that is the subject of the rezoning approved by this ordinance is described as follows:

LOT 6, ACCORDING TO THE SURVEY OF THE PARK AT OVERTON, MAP BOOK 215 PAGE 60, RECORDED IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

3. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

4. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

5. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.'

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance.”

BE IT FURTHER RESOLVED that the City Clerk be, and he hereby is, further authorized and directed to give written notice of the hearing to the owners of the property located in whole or in part within 500 feet from the boundaries of the property described in this resolution in the form and manner and within the time required by Act No. 1123 of the 1973 Regular Session of the Legislature of Alabama.

BE IT FURTHER RESOLVED that the City Clerk be, and hereby is, further authorized and directed to post the Notice herein above set out, which includes the proposed ordinance, in four conspicuous places within the City at least fifteen (15) days prior to the public hearing set hereby.

APPENDIX 5

STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT

THIS AGREEMENT is made this 22 day of March, 2015 by and between DCDG, LLC, an Alabama limited liability company ("DCDG"), AJLOUNY INVESTMENTS, LLC, an Alabama limited liability company ("Ajlouny"), and the CITY OF MOUNTAIN BROOK, ALABAMA, an Alabama municipal corporation ("City").

RECITALS:

WHEREAS, DCDG is the owner in fee simple of a parcel of real property located in Jefferson County at 43, 45 & 49 Church Street, more particularly identified on Exhibit A, attached hereto and by reference incorporated herein, upon which is located a retail building ("DCDG Building") and parking lot ("DCDG Parking Area") to serve the premises (the "DCDG Property"); and

WHEREAS, the DCDG Property is located adjacent to a parcel, more particularly described on Exhibit B, being redeveloped for use as a grocery store by Ajlouny ("Ajlouny Property"); and

WHEREAS, as a part of the grocery store redevelopment, property more particularly described on Exhibit C, either owned by or which will be conveyed to the City (the "City Property") will be improved for the purpose of access and parking facilities for the grocery store and the general public; and

WHEREAS, City and Ajlouny have entered into an agreement attached as Exhibit D concerning use and improvement of the City Property by Ajlouny ("Ajlouny Agreement"); and

WHEREAS, the City and Ajlouny desire to acquire access rights across the DCDG Parking Area to facilitate and improve circulation to and within the City Property, to improve pedestrian circulation within Crestline Village, and to provide enhanced access to the Ajlouny Property; and

WHEREAS, Ajlouny has proposed to improve the DCDG Parking Area in conjunction with the grocery store redevelopment as generally set forth on Exhibit E; and

WHEREAS, DCDG has agreed to grant such easement and access rights to City and Ajlouny under the terms and conditions expressed herein.

3. Improvements by Ajlouny. At its own expense, Ajlouny shall make the Improvements to the DCDG Parking Area, as generally set forth on Exhibit E, to replace, restripe, repave and/or otherwise improve the DCDG Parking Area including, two way traffic on the DCDG Parking Area, parking spaces adjacent to the building on the DCDG Property and parking spaces along the southwest boundary line of the DCDG Property and any curb cuts and curb improvements necessary, if any, for the entrance and exit from Church Street (collectively the "Parking Improvements"). The Parking Improvements shall be designed and constructed by Ajlouny in full compliance with all laws, regulations and codes of the City and in such manner to ensure provision of no fewer than the minimum number of parking spaces required by applicable City parking codes and regulations.

4. Temporary Construction Easements. DCDG and the City hereby grant to Ajlouny and unto all its successors, assigns, the right to enter the DCDG Property in order to make the Parking Improvements.

5. Maintenance. After the Parking Improvements are completed and delivered, DCDG shall maintain the DCDG Parking Area and the easement areas within the DCDG Property in good and safe condition and repair, at DCDG's own expense.

6. Payment. For the access easement herein granted, City will pay DCDG the sum of five thousand dollars per year on or before January 1st of each year of the term of this Agreement. The first payment shall be due and payable on January 1, 2016.

7. Term. The term of this Agreement shall run concurrently with the term of the Ajlouny Agreement and shall remain in full force and effect for such time as the Ajlouny Agreement is in full force and effect.

8. Survival and Termination of Easements. The access easement herein granted is and shall be a covenant running with the land and shall constitute a permanent burden on the DCDG Property, burdened by same as defined herein, for the use and benefit of the City Property and the Ajlouny Property benefitting from such access easement. The easement shall inure to the benefit of the City, Ajlouny and their tenants, sub-tenants, licensees, invitees, successors and assigns and shall be binding on DCDG, its respective heirs, executors, administrators, personal representatives, successors and assigns. The easements granted hereby shall terminate and be of no further effect in the event the Ajlouny Agreement is terminated or is no longer in effect.

APPENDIX 1

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2015-043

NOW THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Access Easements. DCDG hereby GRANTS unto the City, Ajlouny, and unto their successors, assigns, tenants, licensees, invitees, employees and business guests (the "Grantees"), a non-exclusive and continuous easement appurtenant to the City Property and the Ajlouny Property in, over, across, along and through the DCDG Property, for the purpose of vehicular and pedestrian ingress to and egress from, and access between the Ajlouny Property, the City Property and the public streets, roads and alleys abutting the DCDG Property. Nothing in this Agreement shall be deemed to (a) grant parking rights to the Grantees, and the parties hereto expressly agree that the Grantees shall not have parking rights on the DCDG Parking Area and that parking on the DCDG Parking Area shall be exclusively reserved for DCDG and its successors, assigns, tenants, licensees, invitees, employees and business guests, provided DCDG will not take any action that interferes with the rights granted to Ajlouny or the City under this Section; or (b) grant an access easement for the primary use of third party vehicles delivering goods and services to the tenant of Ajlouny operating the grocery store to be located on the Ajlouny Property (collectively the "Delivery Vehicles"), provided, however, the Delivery Vehicles shall have the right to use the DCDG Parking Area for the purpose of the maneuverability of the Delivery Vehicles and the use of the DCDG Parking Area for this purpose shall be included in the rights granted under this Section. DCDG shall have the right to install signs on the DCDG Parking Area stating (a) that parking is restricted to customers of tenants of DCDG, and (b) "no thru traffic" by delivery vehicles, provided DCDG will not take any action that interferes with the rights granted to Ajlouny or the City under this Section.

2. No Barriers. No walls, fences or barriers of any sort or kind shall be constructed or maintained on the DCDG Property, or any portion thereof, which shall prevent or impair the use or exercise of the access easements granted herein, or the free access and movement of pedestrian and vehicular traffic between the DCDG Property, streets and alleys adjacent to the DCDG Property and to the City Property and Ajlouny Property; provided that reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed, including but not limited to, speed breakers and bumps, so long as no access to driveways across the DCDG Property is closed or blocked.

9. General.

(a) Modifications. The City, Ajlouny and DCDG, by mutual written agreement, may terminate or modify this Agreement; provided that the rights, privileges and easements in this Agreement shall continue subject to the other provisions of this Agreement, until said written termination or modification has been recorded in the Office of the Judge of Probate of Jefferson County, Alabama.

(b) Non-Merger. The ownership at any time during the term of this Agreement of the DCDG Property, or any interest therein, by the same owner or by an owner and an affiliate entity of such owner shall not create a merger of title, estate, or other merger, including any merger of the dominant and servient estate with respect to the easements and other covenants granted in this Agreement and, therefore, shall not terminate any of the easements or other agreements contained herein, so that all of the terms and provisions hereof shall remain in full force and effect for the period provided in this Agreement, regardless of any of the aforesaid common ownerships, now or hereafter existing, of any portion of the DCDG Property.

(c) Beneficiaries; Ownership and Control. Nothing contained in this Agreement, express or implied shall confer upon any person or entity, other than the parties hereto, their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

(d) Contingent Upon Approval of DCDG's Plans and Specifications. DCDG intends to lease the DCDG Building to new tenants. This Agreement is contingent upon the City's approval of the architect's plans and specifications to be submitted by DCDG for the remodeling of the DCDG Building for new tenants, said plans and specifications to be submitted to the City within sixty (60) days of the execution of this Agreement. Upon the City's approval of said plans and specifications, this contingency shall be removed.

10. General Provisions.

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

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If to DCDG:
DCDG, L.L.C.
c/o Donna D. Gray
1413 Cosmos Circle
Vestavia Hills, AL 35216

with a copy to:

Mark W. Macey
Mark W. Macey, LLC
300 Vestavia Pkwy, Suite 2300
Birmingham, AL 35216

If to Ajlouny:
Ajlouny Investments, LLC
c/o Bruce Downs, CPA
3349 Independence Drive, Suite 100
Birmingham, AL 35209

with a copy to:

Joseph T. Ritchey
Sirote & Permutt, PC
2311 Highland Avenue South
Birmingham, AL 35205

If to the City:
Sam Gaston, City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

with a copy to:

Whit Colvin
Bishop, Colvin, Johnson & Kent, LLC
1910 First Avenue North
Birmingham, Alabama 35203

Addresses for notice may be changed from time to time by written notice to all other parties. Any communication will be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official

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IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first above written.

"DCDG:"

DCDG, LLC

By: Donna D. Gray
Name: Donna D. Gray

Title: Its Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Donna D. Gray, whose name as member of DCDG, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in such capacity and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and seal this the 2nd day of March, 2015.

Mark W. Macey
NOTARY PUBLIC
My Commission Expires: 1-6-2016

APPENDIX 1

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depository under the care and custody of the United States Postal Service or (b) actual receipt, as indicated by the return receipt; and (ii) if given by personal delivery or by overnight courier, when delivered to the appropriate address.

(b). **Rights and Remedies.** Except as expressly set forth herein, it is expressly understood and agreed that upon a breach of this Agreement by any party, the nonbreaching party shall have any and all rights and remedies for such breach at law or in equity, including injunctive relief.

(c). **Negation of Partnership or Joint Venture.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the City, Ajlouny and DCDG, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(d). **Miscellaneous 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. The waiver by any 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 unenforceable or invalid provision. The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe, define or limit the scope and intent of the provisions of this Agreement. 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 shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

"Ajlouny:"

AJLOUNY INVESTMENTS, LLC

By: Naseem M. Ajlouny
Name: Naseem M. Ajlouny

Title: Its Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Naseem M. Ajlouny whose name as member of Ajlouny Investments, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in such capacity and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and seal this the 2nd day of March, 2015.

James P. Roberts
NOTARY PUBLIC
My Commission Expires: 5/4/2017

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"City:"

CITY OF MOUNTAIN BROOK,
ALABAMA

By: *Lawrence T. Oden*

Name: Lawrence T. Oden

Title: Mayor, City of Mountain Brook

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Lawrence T. Oden, whose name as the Mayor of the City of Mountain Brook, Alabama, a municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in such capacity and with full authority, executed the same for and as the act of said municipal corporation.

Given under my hand and seal this 23 day of March, 2015.

Steven A. Boone
NOTARY PUBLIC
My Commission Expires: 4/17/2017

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EXHIBIT "A"
LEGAL DESCRIPTION OF DCDG PROPERTY

Lots 10, 11, and 12, in Block 25, according to the Survey of Crestline Heights, as recorded in Map Book 7, Page 16, in the Office of the Judge of Probate of Jefferson County, Alabama.

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EXHIBIT B
DESCRIPTION OF AJLOUNY PROPERTY

Lots 26 and 27, Block 25, according to the Survey of Crestline Heights, as recorded in Map Book 7, page 16, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Lot 28A, according to a Resurvey of Lots 28 and 29 Block 25, Crestline Heights, as recorded in Map Book 174, page 38 in the Probate Office of Jefferson County, Alabama, Birmingham Division.

APPENDIX 1

EXHIBIT C
DESCRIPTION OF CITY PROPERTY

Lot 25, Block 25, according to the Survey of Crestline Heights, as recorded in Map Book 7, page 16, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Lot 24A, according to a Resurvey of Lots 19 through 24, Block 25, Crestline Heights, as recorded in Map Book 232, page 31, in the Probate Office of Jefferson County, Alabama.

Lot 13, Block 25, according to the Survey of Crestline Heights, as recorded in Map Book 7, page 16, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Lot 23A, according to a Resurvey of Lots 19 through 24, Block 25, Crestline Heights, as recorded in Map Book 232, page 31, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

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EXHIBIT D

CITY OF MOUNTAIN BROOK, ALABAMA
RESOLUTION NO. 2014-172

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the Mayor or City Manager to execute, for and on behalf of the City Council, a Parking Agreement between the City and Ajlouny Investments, LLC, in the form as attached hereto as Exhibit A, with respect to the proposed Piggly Wiggly grocery store development in Crestline Village.

ADOPTED AND APPROVED this the 16th day of December, 2014.

Virginia C. Smith
Virginia C. Smith, City Council President

Lawrence T. Oden
Lawrence T. Oden, Mayor, City of Mountain Brook

Attest: *Steven Boone*
Steven Boone, City Clerk

(c) **Easement to Make Improvements on the City Parcel.** The City hereby GRANTS unto Ajlouny, and unto all its successors, assigns, the right to enter the City Parcel in order to maintain, repair, replace, restripe, repave and/or otherwise improve (the "Parking Improvements") the City Parcels for its intended uses in accordance with applicable law.

(d) **No Barriers.** No walls, fences or barriers of any sort or kind shall be constructed or maintained on the City Parcels, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement of pedestrian and vehicular traffic between the various portions of the Property; provided that reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as no access to driveways across the Property is closed or blocked. Provided further that, access to Vine Street may be temporarily closed or blocked as necessary or proper for traffic flow or public safety purposes by the City.

(e) **Parking Ordinance.** The City may limit the parking time for parking on the City Parcels as with other City Property and further reserves the right to post signs or authorize Ajlouny to post signs on the City Parcels to reflect parking limitations. The parking limitations shall be enforceable by the City in accordance with applicable municipal ordinances and regulations.

(f) **Restrictions on Deliveries.** Deliveries to the Property utilizing FHWA Vehicle Classifications 8 through 13, trucks, as more specifically described on Exhibit C (the 18-wheel Trucks), shall be scheduled so that deliveries are made before 10:30 a.m. and during the days of the year when Mountain Brook Crestline Elementary School is in session, Ajlouny will use its best efforts and work with its vendors using 18-wheel Trucks to not schedule deliveries during the period from 7:30 until 8:15 a.m. In the event that deliveries are not so scheduled, City will provide Ajlouny written notice specifying the nature of the failure to adhere to the delivery hours provided above and Ajlouny will have 30 days to correct such failure. The parties further recognize that changes to permitted delivery times may be appropriate as a result of traffic changes, the use of properties around the Property and other pertinent factors. Accordingly, delivery times (and restrictions thereupon) may be adjusted upon mutual agreement of the parties.

3. **Improvements.** The City hereby grants to Ajlouny the right to improve the City Parcels with Parking Improvements in accordance with applicable law at Ajlouny's cost and expense.

4. **Maintenance Obligations.** Ajlouny, at its cost and expense, shall maintain the City Parcels in good, clean and orderly condition, making all repairs, restriping and repaving as reasonably necessary for the use of the City Parcels for parking and access as contemplated herein. In the event Ajlouny fails to perform its maintenance and repair obligations as provided herein, the City shall give Ajlouny written notice specifying in detail the nature of such failure. In the event Ajlouny shall not commence correction of such failure within 30 days and thereafter diligently pursue the correction of the same, then the City shall have the right to perform the repair or maintenance and any costs incurred by the City in so correcting such failure shall be payable on written demand to Ajlouny by the City. Notwithstanding anything in this Agreement to the contrary, (a) if the City dedicates any portion of the City Parcels as a public road, thereafter, the City shall maintain the portion of the City Parcels that is a public road in good, clean and orderly condition, making all repairs, restriping and repaving as reasonably necessary for the use of the

APPENDIX I

DOC818M30166493

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

PARKING AGREEMENT

Dated as of December 16, 2014

AJLOUNY INVESTMENTS, LLC, an Alabama limited liability company, and its successors and assigns ("Ajlouny"), and the City of Mountain Brook, Alabama, a municipal corporation, and its successors and assigns ("City" and together with Ajlouny, the "Owners"), agree as follows:

1. **Preliminary Statements.** Ajlouny is the owner in fee simple of a parcel of real property located in Jefferson County, Alabama, more particularly described on Exhibit A attached hereto and by reference incorporated herein, on which it intends to construct the Crestline Piggly Wiggly store (the "Ajlouny Parcel"). The City is or will be the owner of certain real property located in Jefferson County, Alabama, more particularly described on Exhibit B attached hereto and by reference incorporated herein (the "City Parcels" and together with the Ajlouny Parcel, the "Property"). In connection with and as part of the consideration and covenants between Ajlouny and the City in the Tax Revenue Sharing and Incentive Agreement, dated December 16, 2014 (the "Development Agreement"), Ajlouny is transferring to the City the following lots, which are included in the City Parcels: Lot 13, Block 25, according to the Survey of Crestline Heights, as recorded in Map Book 7, page 16 and Lot 23A, according to a Resurvey of Lots 19 through 24, Block 25, Crestline Heights, as recorded in Map Book 232, page 31, in the Probate Office of Jefferson County, Alabama, Birmingham Division. In addition, in the Development Agreement Ajlouny is agreeing to construct improvements on the City Parcels for parking for the Ajlouny Parcel and access to and from the Ajlouny Parcel and the parking for the Ajlouny Parcel and the City has agreed to grant Ajlouny an easement for non-exclusive parking and access across, over and through the City Parcels all pursuant to the terms and conditions of this Parking Agreement (this "Agreement").

2. **Easements and Related Rights.**

(a) **Access Easement in Favor of Ajlouny Parcel.** The City hereby GRANTS unto Ajlouny, and unto all its successors, assigns, tenants, licensees, invitees, employees and business guests, a non-exclusive and continuous easement appurtenant to the Ajlouny Parcel in, over, across, along and through the City Parcels, for the purpose of vehicular and pedestrian ingress to, egress from, and access between the Ajlouny Parcel and the public streets, roads and highways abutting the Property.

(b) **Non-Exclusive Parking Easement.** The City hereby GRANTS unto Ajlouny, and unto all its successors, assigns, tenants, licensees, invitees, employees and business guests, a non-exclusive and continuous easement appurtenant to the Ajlouny Parcel in, over, across, along and through the areas marked for parking on the City Parcels for the purpose of vehicular parking by the employees, licensees, invitees and business guests of Ajlouny, as the City Parcels may be improved from time to time pursuant hereto.

City Parcels as a public road in a manner substantially the same as the care and maintenance of other roads in the City, which are the responsibility of the City to maintain; and (b) if any work is needed to repair, maintain or replace the sewer lines that are, or in the future, located under the improvements to the City Parcels, the City shall take whatever action is within its authority to require the person or entity responsible for any repair, maintenance or replacement of the sewer lines to make or perform the needed repair, maintenance or replacement to the sewer line and after such repair, maintenance or replacement, and to require such responsible person or entity to place the improvements to the City Parcels back to the same condition as prior to such repair, maintenance or replacement of the sewer lines. In the event the City fails to perform its obligations as provided herein, Ajlouny shall give the City written notice specifying in detail the nature of such failure. In the event City shall not commence correction of such failure within 30 days and thereafter diligently pursue the correction of the same, then Ajlouny shall have the right to perform the maintenance, repair and replacement and any costs incurred by Ajlouny in so correcting such failure shall be payable on written demand by Ajlouny to the City.

5. **Use Restrictions.** The Ajlouny Parcel shall be used solely for the operation of a community grocery store. If the Ajlouny Parcel ceases to be used as a community grocery store, the City shall have the option to terminate this Agreement, unless the City approves a new use for the Ajlouny Parcel.

6. **Indemnification and Enforcement.** Ajlouny shall indemnify, defend, and hold harmless the City, its officers, directors, agents, employees, successors and assigns from and against any and all claims, losses, damages, lawsuits, causes of action, proceedings, settlements, or judgments (including reasonable attorney's fees and court costs) arising against or incurred by the City and resulting from either the breach by Ajlouny of its obligations under this Agreement or from the negligent or intentional actions of Ajlouny.

7. **General.**

(a) **Covenants Running with the Land.** The rights, privileges and easements herein granted are for the non-exclusive use, enjoyment and benefit Ajlouny, its successors and assigns. Except as otherwise provided in this Agreement, such rights and privileges shall be covenants running with the land, shall continue in full force and effect as a right appurtenant to ownership of the Property, or any portion thereof, and shall inure to the benefit of Ajlouny, its successors and assigns. Ajlouny may assign its rights under this Agreement to its lender, as part of the collateral for any loans to Ajlouny related to the acquisition, and development of the Ajlouny Parcel and the City Parcels, including the construction of any improvements thereon.

(b) **Modifications.** The City and Ajlouny, by mutual written agreement, may terminate or modify this Agreement; provided that the rights, privileges and easements in this Agreement shall continue subject to the other provisions of this Agreement, until said written termination or modification has been recorded in the Office of the Judge of Probate of Jefferson County, Alabama.

(c) **Non-Merger.** The ownership at any time during the term of this Agreement of all of the Property, or any interest therein, by the same owner or by an owner and an affiliate entity of such owner shall not create a merger of title, estate, or other merger, including any merger of

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the dominant and servient estate with respect to the easements and other covenants granted in this Agreement and, therefore, shall not terminate any of the easements or other agreements contained herein, so that all of the terms and provisions hereof shall remain in full force and effect for the period provided in this Agreement, regardless of any of the aforesaid common ownerships, now or hereafter existing, of any portion of the Property.

(d) **Beneficiaries, Ownership and Control.** Nothing contained in this Agreement, express or implied shall confer upon any person or entity, other than the parties hereto, their respective successors and assigns, any rights or remedies under or by reason of this Agreement. The City understands and agrees that Ajourney will enter into a parking agreement with Regions Bank to allow Regions Bank the non-exclusive use of the parking on the City Parcels and allow Regions Bank access in, over, across, along and through the City Parcels, for the purpose of vehicular and pedestrian ingress to, egress from, and access between the Ajourney Parcel and the public streets, roads and highways abutting the Property. In the case of each easement or other right created herein, the owner of the benefited property shall acquire only the limited rights to use the burdened property as set forth herein.

8. **General Provisions.**

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

If to Ajourney: Ajourney Investments, LLC
c/o Bruce Downs, CPA
3349 Independence Drive, Suite 100
Birmingham, Alabama 35209

with a copy to:

Joseph T. Ritchey
Siroto & Permut, PC
2311 Highland Avenue South
Birmingham, Alabama 35205

If to the City: Sam Gaston, City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

with a copy to:

Whit Colvin
Bishop, Colvin, Johnson & Kent, LLC
1910 First Avenue North
Birmingham, Alabama 35203

Addresses for notice may be changed from time to time by written notice to all other parties. Any communication will be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or (b) actual receipt, as indicated by the return receipt; and (ii) if given by personal delivery or by overnight courier, when delivered to the appropriate address.

(b) **Rights and Remedies.** Except as expressly set forth herein, it is expressly understood and agreed that upon a breach of this Agreement by any party, the nonbreaching party shall have any and all rights and remedies for such breach at law or in equity, including injunctive relief.

(c) **Creation of Partnership or Joint Venture.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the City and Ajourney, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(d) **Miscellaneous 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 supercedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. 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 unenforceable or invalid provision. The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe, define or limit the scope and intent of the provisions of this Agreement. 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 shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

(e) **Shared Parking.** This agreement is intended to function as a Shared Parking Agreement as provided for in §129-555(b)(3) of the City Code of the City of Mountain Brook, Alabama and the execution hereof by the City should constitute approval for purposes of §129-555-(b)(3)(b).

IN WITNESS WHEREOF, the City and Ajourney hereby execute this Agreement as of the date first above written.

IN WITNESS WHEREOF, the City and Ajourney hereby execute this Agreement as of the date first above written.

"Ajourney:"

AJLOUNY INVESTMENTS, LLC

By: Naseem M. Ajourney
Name: Naseem M. Ajourney

Title: Its Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ajourney M. Ajourney, whose name as member of Ajourney Investments, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in such capacity and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and seal this the 17th day of December, 2014.

N. M. Ajourney
NOTARY PUBLIC
My Commission Expires: 2-4-15

APPENDIX 1

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City:"

CITY OF MOUNTAIN BROOK,
ALABAMA

By: Sam Gaston
Name: Sam Gaston
Title: City Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Sam Gaston, whose name as the City Manager of the City of Mountain Brook, Alabama, a municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in such capacity and with full authority, executed the same for and as the act of said municipal corporation.

Given under my hand and seal this the 16th day of Dec., 2014.

Edouard A. Ponce
NOTARY PUBLIC
My Commission Expires: 4/17/2017

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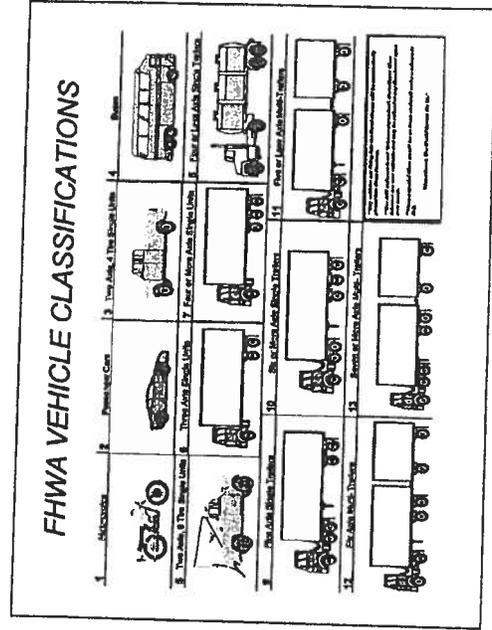
EXHIBIT A

DESCRIPTION OF AJLOUNY PARCEL

Lots 26 and 27, Block 25, according to the Survey of Crestline Heights, as recorded in Map Book 7, page 16, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Lot 28A, according to a Resurvey of Lots 28 and 29 Block 25, Crestline Heights, as recorded in Map Book 174, page 38 in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Exhibit C



APPENDIX 1

DOC#BHM030464693

EXHIBIT B

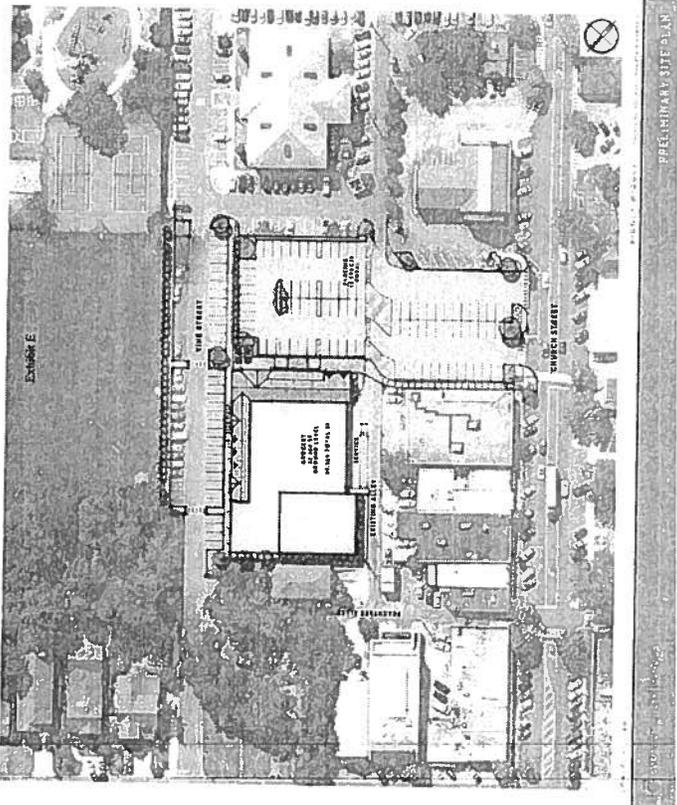
DESCRIPTION OF CITY PARCELS

Lot 25, Block 25, according to the Survey of Crestline Heights, as recorded in Map Book 7, page 16, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Lot 24A, according to a Resurvey of Lots 19 through 24, Block 25, Crestline Heights, as recorded in Map Book 232, page 31, in the Probate Office of Jefferson County, Alabama.

Lot 13, Block 25, according to the Survey of Crestline Heights, as recorded in Map Book 7, page 16, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Lot 23A, according to a Resurvey of Lots 19 through 24, Block 25, Crestline Heights, as recorded in Map Book 232, page 31, in the Probate Office of Jefferson County, Alabama, Birmingham Division.



DOC#BHM030464693



March 19, 2015

City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

Attention: Mr. Sam Gaston

Subject: Proposal to Provide Geotechnical Report Review and
Provide Peer Review Comments
2536 Montevallo Drive
Mountain Brook, Alabama
Bhate Proposal No.: 15-0023

Dear Sam:

Bhate Environmental Associates, Inc. (Bhate) is pleased to submit the following proposal to provide a peer review of forthcoming geotechnical-related engineering reports expected as part of the proposed townhome development located at 2536 Montevallo Drive in Mountain Brook, AL. The site is currently vacant, severely sloped, with a City road at the top and a creek along the foot of the slope.

We understand that there is concern regarding the long-term stability relative to the improvements by the City at both the crest and toe of the slope. Bhate will perform a peer review of the geotechnical report and supporting documents submitted by the developer's Geotechnical Engineer of Record (GER). The submittals will be reviewed to determine if geotechnical, geologic and stability studies adequately address the site conditions. It will also be necessary to review the site development plans and specifications to determine if the recommendations from the GER were incorporated into the plans and specification.

The cost for these services will be \$110.00/hour for engineer review and summary report which would include comments, recommendations, and suggestions for possible additional investigations by the developer's engineering team. We suggest a budget allowance of \$3,000 to \$5,000 be allocated for this work. The City will be invoiced for the time and expenses used in the execution of the work as requested by the City.

If it we find it necessary to perform field expiration or laboratory analysis to confirm the results, then a specific scope of work can be established at that time along with an estimate to determine if additional budget would be required.

www.bhate.com telephone 205.918.4000 fax 205.918.4050
1608 13th Avenue South, Suite 300 Birmingham, Alabama 35205



If this proposal is acceptable to you, please contact us and we can arrange to execute an agreement to move forward with the review.

We would expect that we could perform the review and provide comments within 7 to 10 days from receipt of the developer's report.

Thank you for the opportunity to submit this proposal. Bhate looks forward to assisting you with the engineering aspects of this site. Please do not hesitate to call on Bhate if you have any questions regarding this information.

Respectfully Submitted by,
BHATE ENVIRONMENTAL ASSOCIATES, INC

R. Dyke Wyward
Program Manager



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Type License: 240 - NON-PROFIT TAX EXEMPT
Date Rec'd: 02/04/2015
County: JEFFERSON
Trade Name: 2014 FOOD TRUCK ROUND UP
Applicant: THE PRESCHOOL PARTNERS FOUNDATION
Location Address: PARKING LOT OF 780 BROOKWOOD VILLAGE MOUNTAIN BROOK, AL 35209

Bank, Page, or Document Info: LR200804.20452
Date Incorporated: 04/10/2008
County Incorporated: JEFFERSON
Date of Activity: 04/10/2008

Table with columns: Name, Title, Date and Place of Birth, Residence Address. Includes entries for ALLENE NEIGHBORS and LELLA GAYL HAYTER.

Has applicant complied with financial responsibility ABC RR 20-3-5-14? YES
Does ABC have any actions pending against the current license? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Contact Person: ALLENE NEIGHBORS
Business Phone: 205-851-5151
Fax: 205-851-5131

PREVIOUS LICENSE INFORMATION:
Trade Name: 2014 FOOD TRUCK ROUND UP
Applicant: THE PRESCHOOL PARTNERS FOUNDATION



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/owner and phone number: CAPREX BROOKWOOD VILLAGE LLC 214-681-8814
What is lessor's primary business? MANAGEMENT
Is lessor involved in any way with the alcoholic beverage business? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 90000
Display Square Footage:
Building seating capacity: 90000

Table with columns: Name, Violation & Date, Arresting Agency, Disposition. Includes entries for ALLENE NEIGHBORS and LELLA GAYL HAYTER.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Private Club / Special Retail / or Special Events license ONLY
Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by a written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted?
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club other than to benefit of the entire membership?
Agent's Initials:

Special Retail
Is it for 30 days or less?
More than 30 days?
Franchise or Concessionaire of:
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date:
Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
What is the applicant(s) primary source of funding? CHARITBLE DONATIONS
License Covers: OUTDOOR PARKING LOT
Are there any special restrictions, instructions, and/or conditions for this license?
ONE DAY OUTDOOR EVENT TO RAISE FUNDS FOR A CHARITABLE FOUNDATION IN THE PARKING LOT OF 780 BROOKWOOD VILLAGE, MACY'S UPPER PARKING LOT, MOUNTAIN BROOK, AL ON MAY 2 2015. NO TO GO SALES PERMITTED.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Initial each
Signature page
I, the undersigned, being of legal age and sound mind, do hereby certify that I am the owner of the premises described in the application and that I am the only person interested in the business for which the license is applied for.

Applicant Name: ALLENE NEIGHBORS
Signature of Applicant:
Notary Name (print): Valencio Johnson
Notary Signature:
Commission Expires: 4/20/18

Alcohol License Application

Application Payment Receipt Confirmation Page
Receipt Confirmation Number: 20150317100453612
Application Payment Confirmation Number: 99999

Application Information
Application Type: APPLICATION
License Type: 240 - NON-PROFIT TAX EXEMPT
Contact Person: ALLENE NEIGHBORS

Receipt Confirmation Page
Receipt Confirmation Number: 20150317100453612
Application Payment Confirmation Number: 99999

Application Type: APPLICATION
License Type: 240 - NON-PROFIT TAX EXEMPT
License Type 2:
License County: JEFFERSON
Business Type: CORPORATION
Trade Name: 2014 FOOD TRUCK ROUND UP
Applicant Name: THE PRESCHOOL PARTNERS FOUNDATION
Location Address: PARKING LOT OF 780 BROOKWOOD VILLAGE MOUNTAIN BROOK, AL 35209

CITY OF MOUNTAIN BROOK
 Dana O. Hazen, AICP
 51 Church Street
 Mountain Brook, Alabama 35223
 Phone: 205.979.3221
 Fax: 205.979.6913
 hazen@mountainbrook.org
 www.mountainbrook.org



MEMO

DATE: March 19, 2015
TO: Mayor, City Council
 City Manager
 City Attorney
FROM: Dana Hazen, City Planner
RE: Conditional Use for Sawtooth Cookhouse
 51 Church Street (previous CVS) Crestline Village

Request for approval of a fast-casual restaurant in the front half of the previous CVS building in Crestline Village. As may be seen in the attached letter of operational characteristics, the restaurant is proposed to be open during the lunch peak hours of 11:00 a.m. to 1:00 p.m., thereby requiring approval of a conditional use. There are 24 on-site parking spaces which will be shared with another tenant (Smith & Wainwright) in the rear of the same building.

The number of employees present between 11:00 a.m. and 1:00 p.m. will be six (6). The applicant has indicated that the employees will park in designated long-term public parking, leaving the on-site parking lot for the use of patrons. The restaurant will be open 7 days per week for lunch and dinner. The applicant's letter indicates seating for up to 40 patrons; however, it was anticipated that this will create a demand for 40 parking spaces, in that a portion of the patrons will already be parked in the Village as employees or patrons of other retail, office and service establishments in the Village, and some parties will carpool to lunch in groups.

- The zoning ordinance requires council approval of a business conditional use, and states that any proposed conditional use will be reviewed as to the following:
- Whether the use would disparately impact public parking in the area.
 - Whether vehicular or pedestrian circulation would be impacted by the use.
 - Whether the use is compatible with surrounding existing uses.
 - Whether the hours of operation or peak traffic times would impact existing uses.

City of Mountain Brook Mail - Sawtooth Cookhouse



Sawtooth Cookhouse

Marcus Castellano marcus.castellano@mtbnc.com
 To: Dana Hazen dahazen@mountainbrook.org
 Cc: John Spitzer jspitzer@mountainbrook.org

Wed, Mar 18, 2015 at 4:19 PM

Dana Hazen Cookhouse is in lease negotiations on 2,000 S.F. of property in the previous CVS building on Church Street.

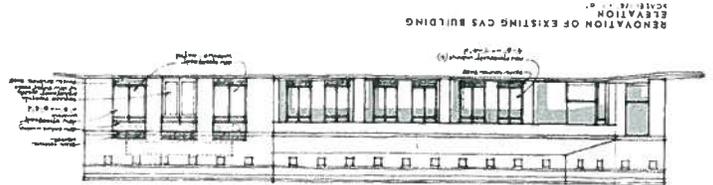
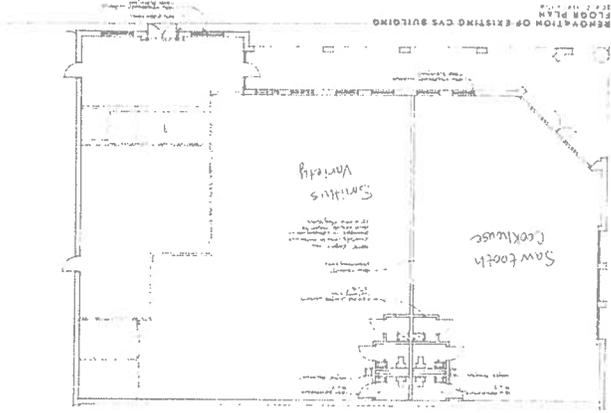
Our new and exciting concept will be a fast casual operation that will serve freshly prepared food with emphasis on high quality and speedy service. The restaurant will open at 11:00 am and close at 8:00 pm. We will serve breakfast, lunch and dinner, employing 6 full time employees between the hours of 11:00 am and 1:00 pm. We will have a limited capacity of approximately 30-40.

It is our understanding from the leasing agent that we will have access to private parking for approximately 25 employees. The parking spaces are located in the rear of the building and are currently used for long term parking along Church and Vine streets. We will instruct our employees to use either Oak Street or Hoyle street and Vine street if it is an option for long term parking.

We have vast experience in the restaurant business and are requesting the City's approval for Sawtooth Cookhouse to operate in this location before we move forward with the venture.

Your consideration will be greatly appreciated.

John Castellano, CEO Sawtooth Cookhouse



The Park at Overton Amended Development Plan – Lot 6

Petition Summary
Request to amend the master development plan for The Park at Overton to allow a patio cover to be 0-9 feet from the rear property line in lieu of the required 13 feet.

The current proposal is to allow one corner of the patio cover on a new house to encroach into this setback by 10 feet. The subject lot is irregularly shaped and does not abut another residential lot; it abuts a common lot dedicated for a detention pond. Due to the irregular shape of the subject lot, the proposed patio cover is a good use of space and serves as the zoning for this subdivision the property owner in this case is ineligible to apply to BZA for this encroachment.

This RID development was originally approved with a 15 foot boundary setback for the rear yard of those lots along the subdivision boundary. However, the rear portion of the subject lot where the reduced setback is proposed is not actually along the boundary of the development (since it abuts a dedicated lot for the detention pond). Therefore, this portion of the rear property line of the subject lot serves more as a rear setback for in and of itself than as a subdivision boundary lot. It is not anticipated that the approval of this request would be detrimental to surrounding properties.

Background

On August 4, 2014 the Planning Commission recommended approval of a similar request to amend the Park at Overton master development plan to allow a cover patio cover to be 0-9 feet from the rear property line in lieu of the required 13 feet. This request was subsequently approved by the City Council on September 4, 2014.

This case was for Lot 5 (adjoining the subject property to the southwest and along the same detention pond at the rear of the property).

On February 2, 2015, the Planning Commission recommended approval of this request for Lot 6.

Subject Property and Surrounding Land Uses

The subject development contains single family dwellings and is surrounded by the same.

Affected Regulation

Article XXVIII, Residential Infill District

Appendix

LOCATION: 3766 Village Lane

CURRENT ZONING: Residential Infill District (RID)

APPLICANT: Harri Doyle Hoopes, Inc.

AGENT: Brooks-Harris

