

BZA Packet

March 18, 2024

Hello All,

Enclosed please find your packet for the meeting of March 18, 2024.

We have:

- 1 carryover
- 5 new cases

If you receive any citizen inquiries regarding these cases the proposed plans may be viewed by going to:

www.mtnbrook.org

- Calendar (upper right corner)
- Board of Zoning Adjustment (March 18, 2024)
- Meeting Information (for agenda) and Supporting Documents (to view proposed plans and/or survey select link associated with the case number)

If you have any questions about the cases please don't hesitate to give me a call at 802-3811 or send me an email at slatent@mtntbrook.org ...

Looking forward to seeing you on Monday!

Tyler

MEETING AGENDA
CITY OF MOUNTAIN BROOK
BOARD OF ZONING ADJUSTMENT
March 18, 2024
PRE-MEETING: 4:40 P.M.
REGULAR MEETING: 5:00 P.M.

**MEETING TO BE HELD IN PERSON AT CITY HALL AND VIRTUALLY USING ZOOM VIDEO
CONFERENCING
(ACCESS INSTRUCTIONS ON MEETING WEBPAGE)**

NOTICE

Any variance which is granted today expires and becomes null and void one year from today unless construction is begun in less than one year from today on the project for which the variance is granted. If construction will not be started within one year from today, the applicant may come back in 11 months and ask for a six-month extension, which the Board normally grants.

Any variance which is granted, regardless of the generality of the language of the motion granting the variance, must be construed in connection with, and limited by, the request of the applicant, including all diagrams, plats, pictures and surveys submitted to this Board before and during the public hearing on the variance application.

1. Approval of Minutes: February 20, 2024
2. *Carried over from the February 20, 2024 meeting.*
Case A-24-08: Mike and Penny Fuller, property owners, request variances from the terms of the Zoning Regulation to allow additions and alterations to the existing non-conforming dwelling to be 13 feet 6 inches from the left side property line (north) in lieu of the required 15 feet, and to allow the building area to be 26.1 percent in lieu of the maximum allowed of 25 percent. **76 Country Club Blvd**
3. **Case A-24-10: William and Catherine Moates**, property owners, request a variance from the terms of the Zoning Regulations to allow a detached accessory structure to be 5.7 feet from the side property line (south) in lieu of the required 10 feet. **-3832 Cromwell Drive**
4. **Case A-24-11: William and Langston Hereford**, property owners, request a variance from the terms of the Zoning Regulations to allow a new deck, screened porch and fireplace to be as close as 12 feet 3 inches from the side property line (east) in lieu of the required 15 feet. **-3813 Glencoe Drive**
5. **Case A-24-12: SmartBank/MAM Investments, LLC**, property owner, requests the approval of a shared parking agreement between two adjoining properties, in lieu of each property providing required parking independently. **-101 Office Park Drive**
6. **Case A-24-13: Taylor and Elizabeth Powell**, property owners, request variances from the terms of the Zoning Regulation to allow a detached accessory structure to be 5 feet from the rear property line (south), and 5 feet from the side property line (east), both in lieu of the required 10 feet. **-3832 Williamsburg Circle**

7. **Case A-24-14: Ebert Investments, LLC**, property owner, requests a variance from the terms of the Zoning Regulation to allow an addition to the existing single family dwelling (attached carport) to be 7.9 feet from the side property line (north) in lieu of the required 15 feet. **-4012 Little Branch Road**

8. Next Meeting: **Monday, April 15, 2024**

9. Adjournment



Variance Application - Part I

Project Data

Address of Subject Property 76 Country Club Blvd. Mountain Brook, 35213

Zoning Classification Residence A District

Name of Property Owner(s) Mike and Penny Fuller

Phone Number (205)837-1305

Email ptfuller@hotmail.com

Name of Surveyor Weygand Surveyors

Phone Number (205)942-0086

Email info@weygandsurveyor.com

Name of Architect (if applicable) Jeffrey Dungan Architects - project lead Sarah Barr

Phone Number (205)329-7033

Email sarah@jeffreydungan.com



Property owner or representative agent must be present at hearing

Please **fill in only applicable** project information (relating directly to the variance request(s):

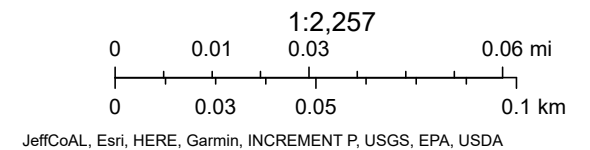
	Zoning Code Requirement	Existing Development	Proposed Development
Lot Area (sf)	30,000 sf	16,802.5 sf	16,802.5 sf
Lot Width (ft)			
Front Setback (ft) <i>primary</i>			
Front Setback (ft) <i>secondary</i>			
Right Side Setback			
Left Side Setback	15'-0"	approx. 13'-6"	same as existing
Right Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Left Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Rear Setback (ft)			
Lot Coverage (%)	25%	21.3%	26.1%
Building Height (ft)			
Other			
Other			

A-24-08 Zoning



1/30/2024, 11:17:29 AM

Building Footprints 2020v1
 Tax_Parcels 2021
 Residence B District
 Residence A District
 Rec-2
 Lot Lines



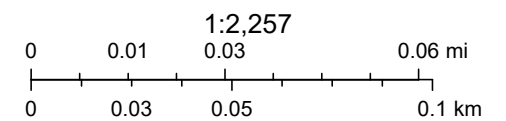
A-24-08 Aerial



1/30/2024, 11:18:41 AM

Aerial 2021

Green: Band_2 Blue: Band_3
Red: Band_1



Jefferson County Department of Information Technology, JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

Report to the Board of Zoning Adjustment

A-24-08

Petition Summary

Request to allow additions and alterations to the existing non-conforming dwelling to be 13 feet 6 inches from the left side property line (north) in lieu of the required 15 feet, and to allow the building area to be 26.1 percent in lieu of the maximum allowed of 25 percent.

Scope of Work

The scope of work additions and alterations to the existing non-conforming dwelling which includes extending the existing left side of the structure that is 13 feet 6 inches from the property line. The proposal also includes the removal of an existing detached garage and the construction of a new detached garage.

Variance Request for Setback

Nexus: The hardship related to the side setback request is the existing design constraint of the non-conforming home. The proposal would not increase the encroachment or move the side of the home closer to the property line, but would extend the side of the home from front to back.

Variance Request for Building Area Coverage

Nexus: The applicant stated that the hardship is that lot is 16,802 square feet in total area which is less than the 30,000 square foot minimum in Res-A. The applicant also mentioned the front property line being nearly 22 feet back from the edge of the street. Neither of these stated hardships are peculiar or unusual to the surrounding area.

The average lot size for this block (13 lots between Country Club Boulevard, Matthews Road and Fairway Drive) is approximately 18,978 square feet. The median lot size is 16,593. This puts the subject location very close to the average lot size and slightly above the median. The building area coverage maximum is 25 percent which applies evenly to all Residence-A lots regardless of size. A smaller lot is not a hardship as it relates to the ratio of building coverage allowed. Furthermore, the previous zoning regulations for minimum lot size in Residence-A was 15,000 square feet and it still had a maximum building coverage allowed of 25 percent. There are numerous Residence-A lots in this area and across the city that are well below the 30,000 square foot minimum because they were brought in or created under the 15,000 square foot requirement.

Standard Hardships Required for the Side Setback

The subject request appears to meet “e.” of the following hardship standards:

Section 129-455 of the municipal code outlines the hardships that the board may consider as justification for the granting of a variance:

- a. exceptional narrowness
- b. exceptional shallowness
- c. irregular shape

- d. exceptional topographic conditions
- e. other extraordinary and exceptional situations or conditions of such parcel which would result in peculiar, extraordinary and practical difficulties (existing design constraint as current home is 13 feet 6 inches from the side setback)

Applicable findings for any motion to approve should be read into the record of minutes. The Board may determine that the following findings are applicable to this case:

- 1. That special circumstances or conditions apply to the building or land in question, and
- 2. That these circumstances are peculiar to such building or land, and
- 3. That these circumstances do not apply generally to other buildings or land in the vicinity;
- 4. The condition from which relief or a variance is sought did not result from action by the applicant;
- 5. That the granting of this variance:
 - a. will not impair an adequate supply of light and air to adjacent property (will not encroach closer to the property line than the existing side of the home)

Standard Hardships Required for the Building Area

Staff could not identify a hardship that relates to the proposed building area.

Section 129-455 of the municipal code outlines the hardships that the board may consider as justification for the granting of a variance:

- a. exceptional narrowness
- b. exceptional shallowness
- c. irregular shape
- d. exceptional topographic conditions
- e. other extraordinary and exceptional situations or conditions of such parcel which would result in peculiar, extraordinary and practical difficulties

Impervious Area

The proposal exceeds that maximum allowed impervious surface limit.

Subject Property and Surrounding Land Uses

The property contains a single-family dwelling, and is surrounded by same.

Affected Regulation

Article III, Section 129-34 Residence A District






Appends

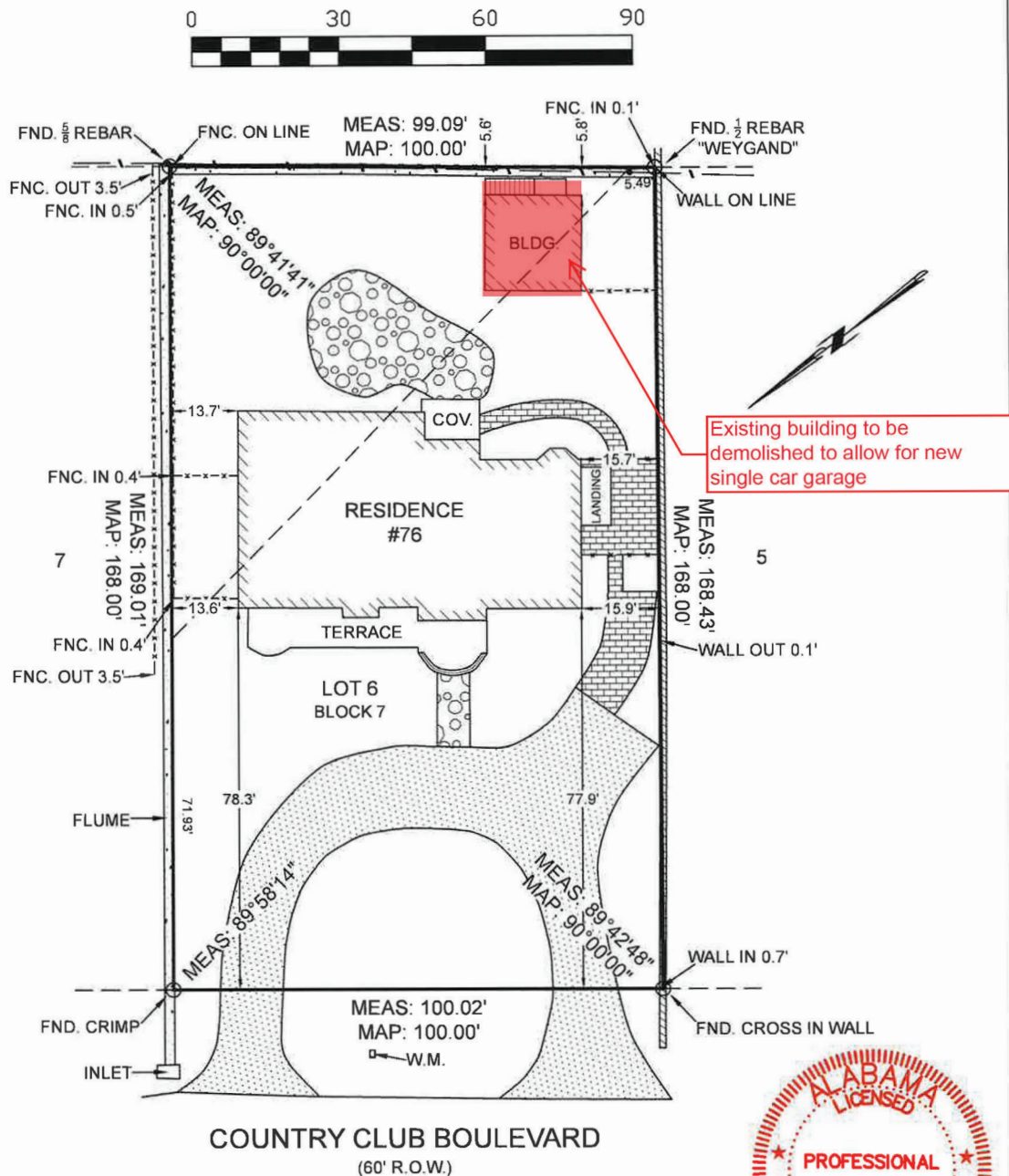
LOCATION: 76 Country Club Boulevard

ZONING DISTRICT: Residence A District

OWNERS: Mike and Penny Fuller

LEGEND

ASP	ASPHALT	HW	HEADWALL	oLGT	LIGHT	ANCHOR
BLDG	BUILDING	MIN	MINIMUM	COV	COVERED	RADIUS
CALC	CALCULATED	MH	MANHOLE		DECK	R.O.W. SAN
MEAS	MEASURED	OH	OVERHANG		CONCRETE	STORM
CH	CHORD		POWER LINE		WALL	UTIL
LNG	LONG CHORD	PVMT	PAVEMENT		FENCE	AC
d	DEFLECTION	W/	WITH	POR	PORCH	S.F.
Δ	DELTA	TAN	TANGENT			FEET
ESMT	EASEMENT	RES	RESIDENCE			CENTERLINE



STATE OF ALABAMA)
JEFFERSON COUNTY)

"Property Boundary Survey"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 6, Block 7, Country Club Gardens & Matthews Randolph Development Company 1st Addition to Country Club Gardens, as recorded in Map Volume 15 & 17, Page 10 & 87, in the Office of the Judge of Probate, Jefferson County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of August 11, 2023. Survey invalid if not sealed in red.

Order No.: 20231103
Purchaser: _____
Address: 76 Country Club Boulevard

Ray Weygand, Reg. L.S. #24973
169 Oxmoor Road Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087
Copyright ©



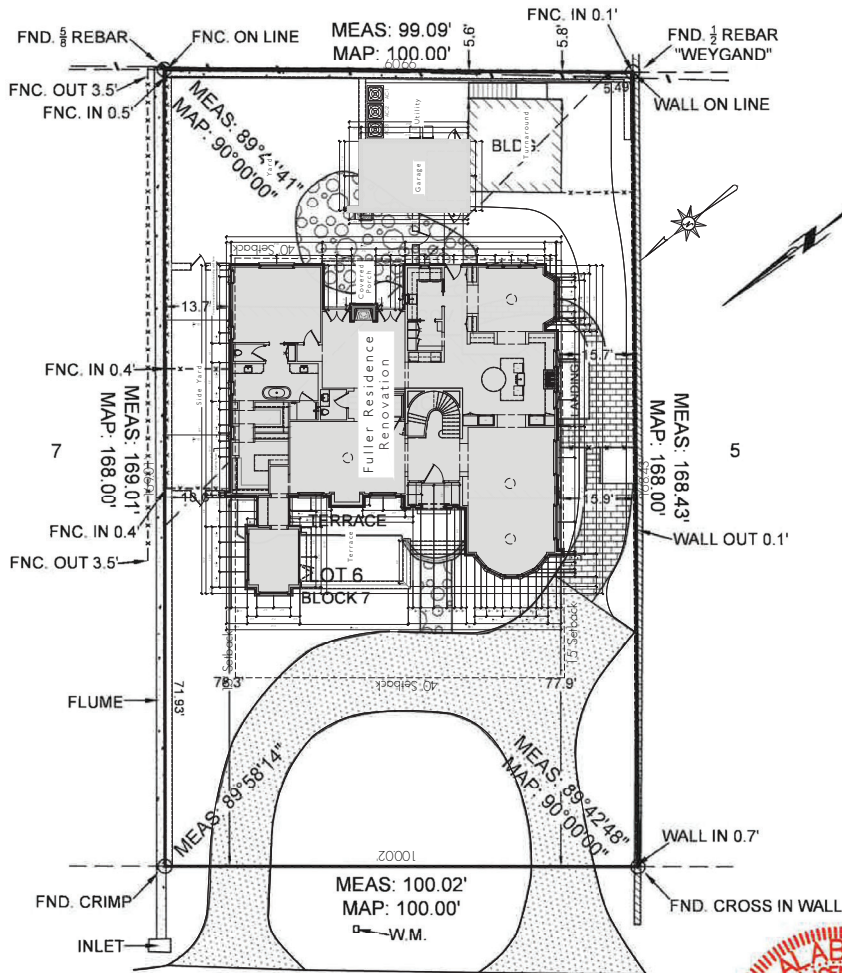
WEYGAND
SURVEYORS

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.

LEGEND

ASP	ASPHALT	HW	HEADWALL	oLGT	LIGHT	>	ANCHOR
BLDG	BUILDING	MIN	MINIMUM	COV	COVERED	R.	RADIUS
CALC	CALCULATED	MH	MANHOLE		DECK	R.O.W.	RIGHT OF WAY
MEAS	MEASURED	OH	OVERHANG		CONCRETE	SAN	SANITARY
CH	CHORD		POWER LINE		WALL	STM	STORM
LNG	LONG CHORD	PVMT	PAVEMENT		PORCH	UTIL	UTILITY
d	DEFLECTION	W/	WITH	-X-	FENCE	AC	ACRES
Δ	DELTA	TAN	TANGENT			S.F.	SQUARE FEET
ESMT	EASEMENT	RES	RESIDENCE	POR		℄	CENTERLINE

0 30 60 90



COUNTRY CLUB BOULEVARD
(60' R.O.W.)

STATE OF ALABAMA)
JEFFERSON COUNTY)

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Phone: (205) 942-0086 Fax: (205) 942-0087
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ABBREVIATIONS	GENERAL NOTES	DRAWING INDEX	VICINITY MAP
<div><div><div>A11</div><div>Abacus Capital Piece</div><div>17</div></div><div><div>A12</div><div>Abacus Capital</div><div>18</div></div><div><div>A13</div><div>Abacus Capital</div><div>19</div></div><div><div>A14</div><div>Abacus Capital</div><div>20</div></div><div><div>A15</div><div>Abacus Capital</div><div>21</div></div><div><div>A16</div><div>Abacus Capital</div><div>22</div></div><div><div>A17</div><div>Abacus Capital</div><div>23</div></div><div><div>A18</div><div>Abacus Capital</div><div>24</div></div><div><div>A19</div><div>Abacus Capital</div><div>25</div></div><div><div>A20</div><div>Abacus Capital</div><div>26</div></div><div><div>A21</div><div>Abacus Capital</div><div>27</div></div><div><div>A22</div><div>Abacus Capital</div><div>28</div></div><div><div>A23</div><div>Abacus Capital</div><div>29</div></div><div><div>A24</div><div>Abacus Capital</div><div>30</div></div><div><div>A25</div><div>Abacus Capital</div><div>31</div></div><div><div>A26</div><div>Abacus 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1

Do not scale drawings. If dimensions are in question, the contractor shall be responsible for obtaining clarification from the architect before continuing with construction. All dimensions relating to existing conditions shall be field verified.

2

Dimensions are called out from outside face of CMU block @ exterior walls to centerline of interior stud walls. Window and door openings are dimensioned to center of opening.

3

Dimensions for elevations, sections, and details are called out from top of slab/sub floor.

4

Any dimensional discrepancies are to be directed to Jeffrey Dungan Architects, before fabrication of area in question.

5

Contractor to field verify all existing conditions and dimensions. Contractor to notify Jeffrey Dungan Architects of any discrepancies with these drawings and/or site information prior to beginning construction and/or ordering materials.

6

Contractor to provide wood blocking for all millwork and any wall hung counters, ledges and shelving. Provide blocking as required by construction.

7

All finish work shall be smooth, free from abrasion and/or tool marks on any exposed surfaces. All specified finishes are to be installed per manufacturers instructions.

8

All construction shall comply with all building codes and requirements having jurisdiction over this project.

9

See the electrical drawings for the locations of ceiling mounted smoke detectors, fire alarm devices, exit lights, etc. Verify with architectural reflected ceiling plan intent, the placement in relation to adjacent finishes or grids. Contractor to coordinate owner review meeting to approve all power and telephone outlet locations. This meeting shall be after all walls have been framed and before any wall finishes have been applied. Notify electrical as required to accommodate any owner selected fixtures / appliances. Notify Jeffrey Dungan Architects of any revisions.

10

Piping located above grade and inside the building shall be concealed in chases/furred spaces with the exception of piping in equipment rooms. The contractor shall coordinate with other trades to provide furring for piping installed in finish areas.

11

All doorframe locations are to be determined by: inside face of doorframe will be located minimum 4" clear from the edge of the adjacent partition, unless noted otherwise. For CMU walls - see dimensional plan.

12

Contractor to coordinate keying requirements with owner (insider keying, grandmaster keying, etc.)

13

Contractor to verify location of electrical floor outlets, telephone receptacles, and cable connections with architect prior to installation.

14

Contractor to verify location of thermostats, Air handlers, and condensating units with Architect prior to installation. All ductwork is to be concealed unless otherwise noted.

15

Beams, Headers and Lintels to be sized by an engineer or manufacturer.

16

Use double joints under walls, which run parallel to joists.

17

Exact size and reinforcement of all concrete footings must be determined by local soil conditions and acceptable practices of construction. Verifying design with local geotechnical engineer.

18

Electrical contractor to verify and/or size electrical system to meet or exceed local code requirements.

19

HVAC contractor to verify and/or size heating and cooling loads as for local codes, climatic conditions and building orientation, and volume of interior space.

20

Plumbing contractor plumbing materials and installation to be done in accordance with local requirements.

21

Windows designations are provided as the outer frame dimensions of the unit, and called out in feet and inches wide by feet and inches tall (Example: 2852 designation is a window with a 2 foot 8 inch wide by 5 foot 2 inch tall frame size).

22

Contractor to coordinate sill extensions as required for exterior wall conditions.

23

Framing call outs on plan are for structure above.

COVER

T1-0 Title Sheet

ARCHITECTURAL

A0-1 Architectural Site Plan

A1-1 Main Level Floor Plan

A1-2 Upper Level Floor Plan

A1-3 Roof Plan

A2-1 Exterior Elevations

A2-2 Exterior Elevations

A2-3 Exterior Elevations

THE FULLER RESIDENCE

RENOVATION

MOUNTAIN BROOK, ALABAMA

BUILDING CODES

2021 IRC

SQUARE FOOTAGE

CONDITIONED SQ FT	
1ST/2ND LEVEL	--
MAIN LEVEL	3664.5
UPPER LEVEL	3389.0
TOTAL	7053.5

UNCONDITIONED COVERED SQ FT	
GARAGES	332.4
PORCHES	466.8
TOTAL	799.2

PROJECT TEAM

Owner

Mike and Penny Fuller

Architect

Jeffrey Dungan Architects, Inc.
Contact: Jeff Dungan
Sarah Barr
Patricia Jones
1906 Cahaba Road
Mountain Brook, AL 35222
(205) 322-2057

Builder

Village Remodeling LLC
Contact: John Parker
4912 Colwell Mill Road
Birmingham, AL 35242
205-369-9118

Landscape Architect

Troy Reese Garden Design
Contact: Chaele Crowlford
2841 Colver Rd.
Mountain Brook, AL 35223
205-292-7515

NOT FOR CONSTRUCTION

THIS CHAIRMAN BOARD
MOUNTAIN BROOK, AL 35223

D: 205.322.2057
P: 205.322.2057
www.jeffreydungan.com

FULLER RESIDENCE
RENOVATION

MOUNTAIN BROOK, AL
JOB NUMBER: 20207
25 JANUARY 2024

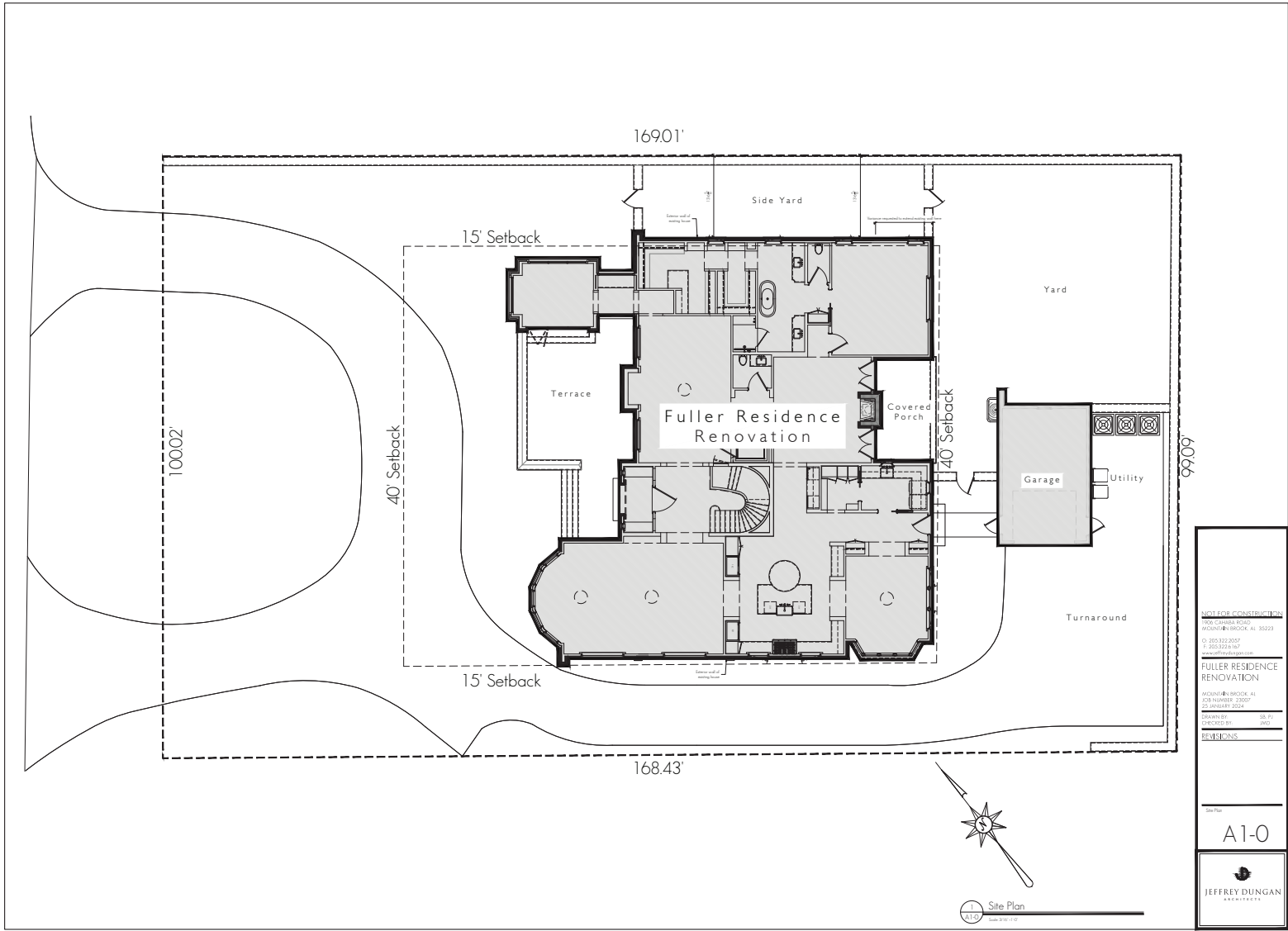
DRAWN BY: SB, PJ
CHECKED BY: JDD

REVISIONS

See Sheet

T1-0

JEFFREY DUNGAN
ARCHITECTS



NOT FOR CONSTRUCTION	
1000 LARSEN ROAD WILKINSON, BRIDGE, AL 35223	
P.O. 200.322.2017 F. 200.322.167 www.jeffreydungan.com	
FULLER RESIDENCE RENOVATION	
PROJECT: BRIDGE, AL JOB NUMBER: 23007 20 JANUARY 2024	
DESIGNED BY	DS, DL
CHECKED BY	AWD
REVISIONS	
A1-0	
JEFFREY DUNGAN ARCHITECTS	

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NOT FOR CONSTRUCTION
1906 CAMBRIA ROAD
MOUNTAIN BROOK, AL 35223
205.322.2057
F: 205.322.6167
www.jaffreydesign.com

**FULLER RESIDENCE
RENOVATION**

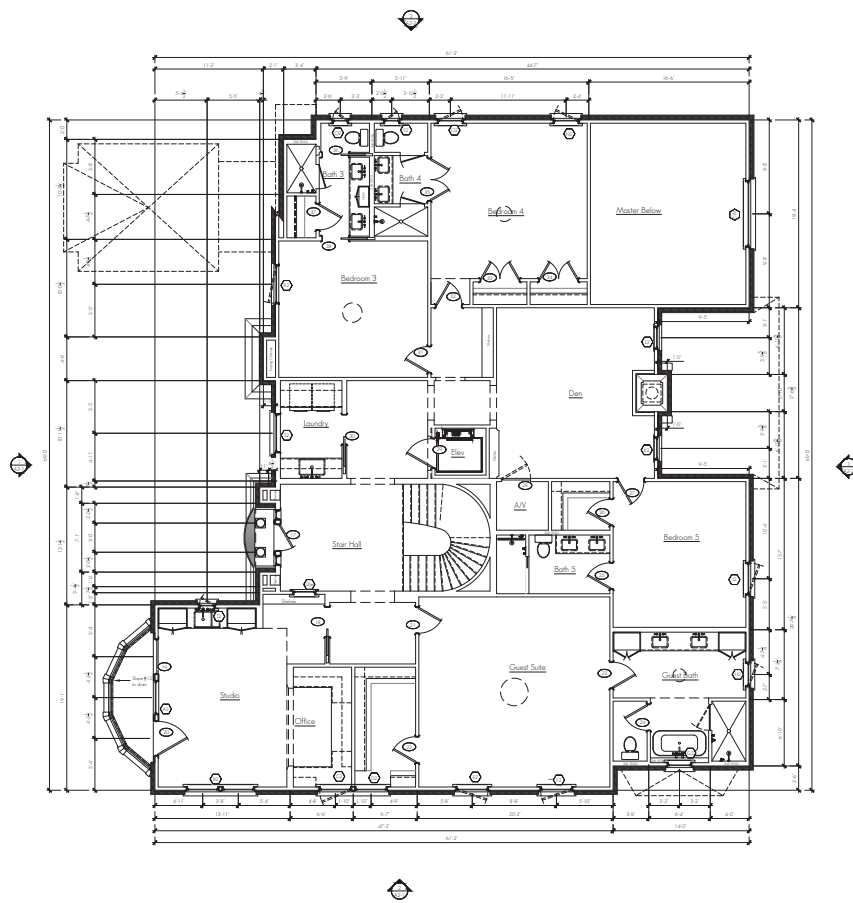
MOUNTAIN BROOK, AL
JOB NUMBER: 23007
15 JANUARY 2024

DRAWN BY: SB, P2
CHECKED BY: JMD

REVISIONS

Main Level Floor Plan
 A1-1

 JEFFREY DUNGAN
 ARCHITECTS



Upper Level Floor Plan

NOT FOR CONSTRUCTION
 1000 CAMPUS ROAD
 WILMINGTON, DELOWARE, AL 35023
 P: 202.322.2557
 F: 202.322.6167
 www.jeffreydungan.com

FULLER RESIDENCE RENOVATION

PROJECT: BRIDGE, AL
 JOB NUMBER: 23007
 20 JANUARY 2024

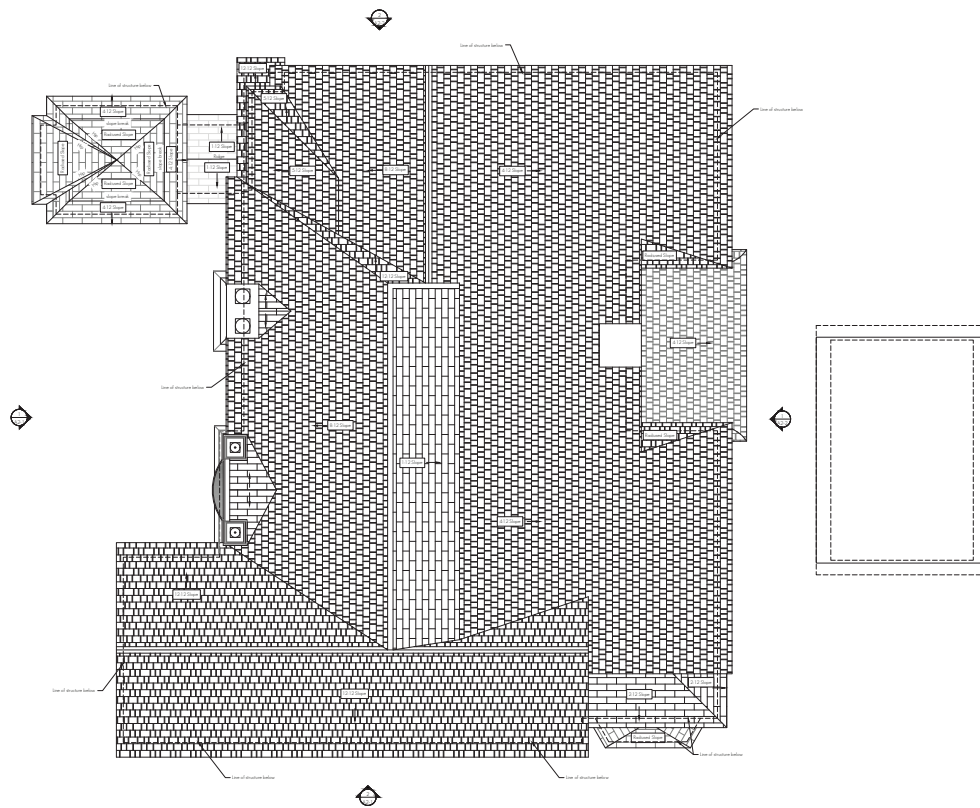
DESIGNED BY: JS, TJ
 CHECKED BY: JMD

REVISIONS

Upper Level Floor Plan

A1-2

JEFFREY DUNGAN
 ARCHITECTS



1 Roof Plan
Scale: 1/8" = 1'-0"

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NOT A PERMIT DOCUMENT
NOT A SPECIFICATION
NOT A SCHEDULE

FULLER RESIDENCE
RENOVATION

PROJECT: FULLER RESIDENCE, AL
JOB NUMBER: 120007
DATE: 01/15/2024
DRAWN BY: JLD
CHECKED BY: JLD

REVISIONS

Sheet No.
A1-3

JEFFREY DUNGAN
ARCHITECTS



2 Right Side Elevation
Scale: 1/4" = 1'-0"



1 Front Elevation
Scale: 1/4" = 1'-0"

NOT FOR CONSTRUCTION
 1000 CAMPUS ROAD
 WILMINGTON, DELEWARE, AL 35023
 P: 205.333.2557
 F: 205.333.6167
 www.jeffreydungan.com

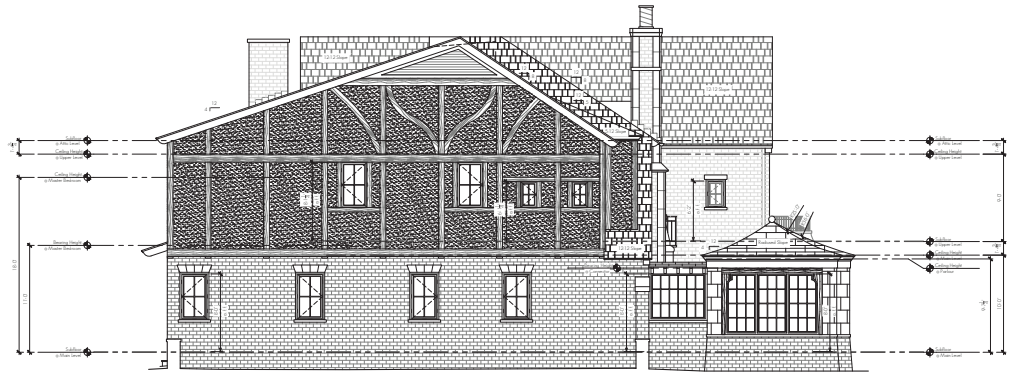
FULLER RESIDENCE RENOVATION
 PROJECT: BRICK AL
 JOB NUMBER: 23007
 20 MAR 2024 10:24

DESIGNED BY: DS, TJ
 CHECKED BY: JWD

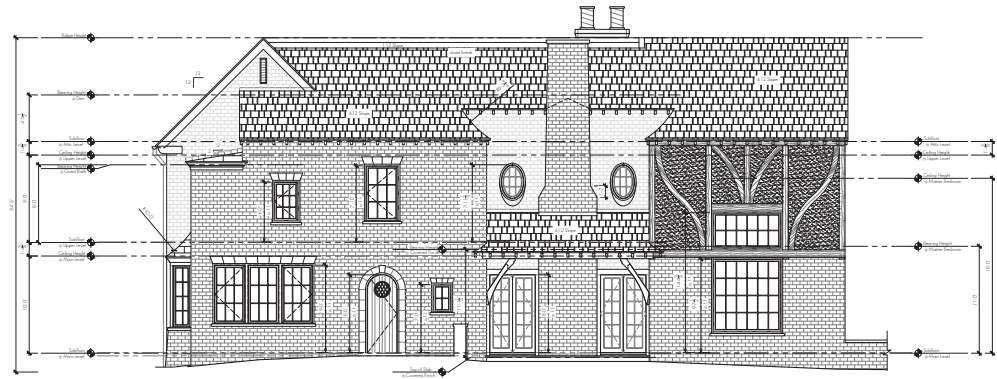
REVISIONS

Sheet Number
A2-1

JEFFREY DUNGAN
 ARCHITECTS



2 Left Side Elevation
Scale: 1/4" = 1'-0"



1 Back Elevation
Scale: 1/4" = 1'-0"

NOT FOR CONSTRUCTION
NOT A CONTRACT DOCUMENT
NOT A PERMIT APPLICATION
NOT A DESIGN DOCUMENT
NOT A SPECIFICATION

FULLER RESIDENCE RENOVATION

PROJECT: FULLER RESIDENCE RENOVATION
JOB NUMBER: 20007
DATE: 01/15/2024
DRAWN BY: J.D.
CHECKED BY: J.D.
REVISIONS

Sheet Number
A2-2

JEFFREY DUNGAN
ARCHITECTS



Variance Application Part II

Required Findings (Sec. 129-455 of the Zoning Ordinance)

To aid staff in determining that the required hardship findings can be made in this particular case, please answer the following questions with regard to your request. **These findings must be made by the Board of Zoning Adjustment in order for a variance to be granted** (please attach a separate sheet if necessary).

What special circumstances or conditions, applying to the building or land in question, are peculiar to such building or land, and do not apply generally to other buildings or land in the vicinity (including size, shape, topography, location or surroundings)?

Please see attached "Hardship and Statement of Scope"

Was the condition from which relief is sought a result of action by the applicant? (i.e., *self-imposed hardship* such as: "...converted existing garage to living space and am now seeking a variance to construct a new garage in a required setback...")

No, the hardship arises from several factors mentioned in the attached "Hardship and Statement of Scope" and was not created by the property owner.

How would the granting of this variance be consistent with the purpose and intent of the Zoning Regulations?

The suggested mitigation measures in the attached "Hardship and Statement of Scope" help keep the design of the property in line with the intent of the Zoning Regulations by limiting the stormwater impact of the slightly larger lot coverage.

Hardship and Statement of Scope for 76 Country Club Blvd.

This variance request is for a slight increase in lot coverage, and the extension of an existing wall that overhangs the northeastern setback. The hardship with this lot in terms of lot coverage is that the survey shows the property line is set nearly twenty-two feet back from the edge of the street, when typically property lines fall between 8-10 feet from the street. That's an extra ± 1200 square feet of land that is maintained by the property owner, not the city, but isn't applicable to lot coverage calculations. The inclusion of this land that visibly is part of the lot, even if not per the surveyed property lines, would put our proposed design at under the required 25% lot coverage. With the current property line location, our lot coverage is slightly over the 25% limit, at 26.1%. In addition, this lot was labeled Residence A District, which has a minimum square footage of 30,000sf. This lot has only 16,802.5sf, creating a difficulty and disproportion in size of structure to the allowed lot coverage.

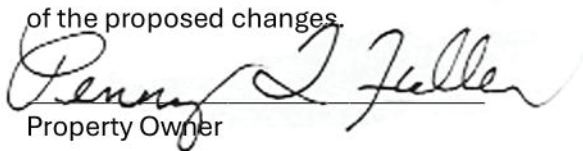
If we cannot factor in another 12-14 feet of property at the street - that is maintained by the lot owner but not unavailable for the lot coverage calculations- we propose installing mitigation measures to offset the potential impact of a slightly higher lot coverage:

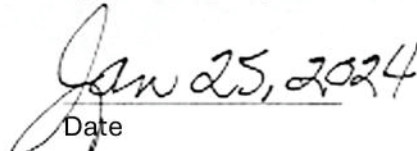
- Installing a cistern to capture excess rain on site and reduce the city's stormwater load
- Working with the landscape architect to include rain gardens with native plants to help rain water soak into the ground instead of contributing to Mountain Brook's flooding issues.

The owner and design team want to update the property to modern standards while keeping the character of this century-old home. Instead of demolishing this historic house to give the owner exactly what she needs to accommodate her husband's disability – a degenerative brain disorder that will soon require the use of a wheelchair – we decided to redo the poorly done 1970s addition at the back of the property to keep more in line with the original character and provide the needed space for the master suite on the main level. The expansion at the front of the house is minimal and stays well back from the 40' setback so as not to effect the experience along the street.

The old servants' quarters – a two-story structure located right up against the back property line – will be torn down to allow for a smaller, single-story, single-car garage located closer to the house. Other improvements include a new roof (within allowed height limitations) and updates to the hardscaping – such as updating the driveway with permeable pavers.

Below are some photos of the existing house. Included in this application are plans and elevations of the proposed changes.


Penny J. Fuller
Property Owner


Date

Variance Application - Part I



Variance Application - Part I

Project Data

Address of Subject Property **3832 Cromwell Drive**

Zoning Classification **Residential**

Name of Property Owner(s) **William J and Catherine J Moates**

Phone Number **(205) 902-6034** Email **kay@onslenderthreads.com**

Name of Surveyor **Weygand Surveyors**

Phone Number **(205) 942-0086** Email **info@weygand.com**

Name of Architect (if applicable) _____

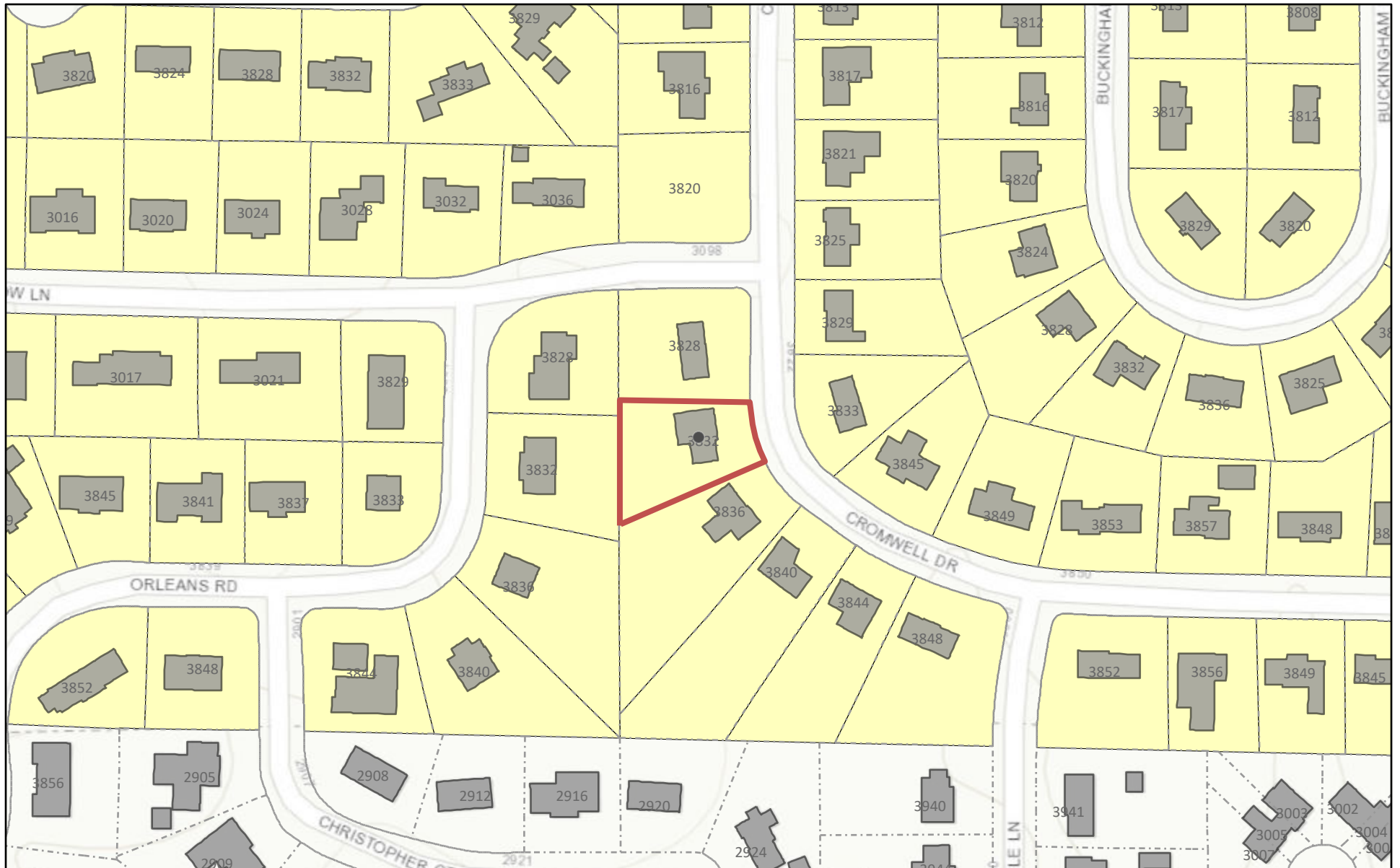
Phone Number _____ Email _____

Property owner or representative agent must be present at hearing



Please _____ project information (relating directly to the variance request(s):



	Zoning Code Requirement	Existing Development	Proposed Development
Lot Area (sf)			
Lot Width (ft)			
Front Setback (ft) <i>primary</i>			
Front Setback (ft) <i>secondary</i>			
Right Side Setback			
Left Side Setback			
Right Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Left Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Rear Setback (ft)			
Lot Coverage (%)			
Building Height (ft)			
Other SHED	10'	5.7', 6.3'	5.7', 6.3'
Other			

A-24-10 Zoning

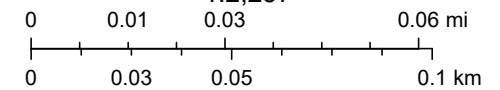


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 Building Footprints 2020v1
  Tax_Parcel 2021

 Lot Lines
  Residence A District

1:2,257



JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

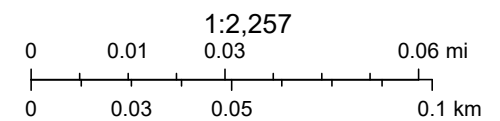
A-24-10 Aerial



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Aerial 2021

Green: Band_2 Blue: Band_3
Red: Band_1



Jefferson County Department of Information Technology , JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

Report to the Board of Zoning Adjustment

A-24-10

Petition Summary

Request to allow a detached accessory structure to be 5.7 feet from the side property line (south) in lieu of the required 10 feet.

Scope of Work

The scope of work includes the construction of a detached accessory structure. There was an existing shed in this location that was destroyed by a storm. This proposal would allow the applicants to rebuild the shed in the exact same footprint as the one that was destroyed.

Variance Request for Setback

Nexus: The applicant stated that the existing design constraint of the garden in the backyard and location of the previous shed are hardships.

Standard Hardships Required

The subject request appears to possibly meet “e.” of the following hardship standards:

Section 129-455 of the municipal code outlines the hardships that the board may consider as justification for the granting of a variance:

- a. exceptional narrowness
- b. exceptional shallowness
- c. irregular shape
- d. exceptional topographic conditions
- e. other extraordinary and exceptional situations or conditions of such parcel which would result in peculiar, extraordinary and practical difficulties (existing design constraint of garden and previous shed location)

Applicable findings for any motion to approve should be read into the record of minutes. The Board may determine that the following findings are applicable to this case:

- 1. That special circumstances or conditions apply to the building or land in question, and
- 2. That these circumstances are peculiar to such building or land, and
- 3. That these circumstances do not apply generally to other buildings or land in the vicinity;
- 4. The condition from which relief or a variance is sought did not result from action by the applicant;
- 5. That the granting of this variance:
 - a. will not impair an adequate supply of light and air to adjacent property (as the proposed shed is somewhat minor in nature, and has existed in the same location previously so there would be little to no change in the flow of light and air to what was there prior to the storm).

Impervious Area

The proposal is in compliance with the maximum impervious surface limit.

Subject Property and Surrounding Land Uses

The property contains a single-family dwelling, and is surrounded by same.

Affected Regulation

Article XIX, Section 129-314 Accessory structures and accessory buildings on residential lots

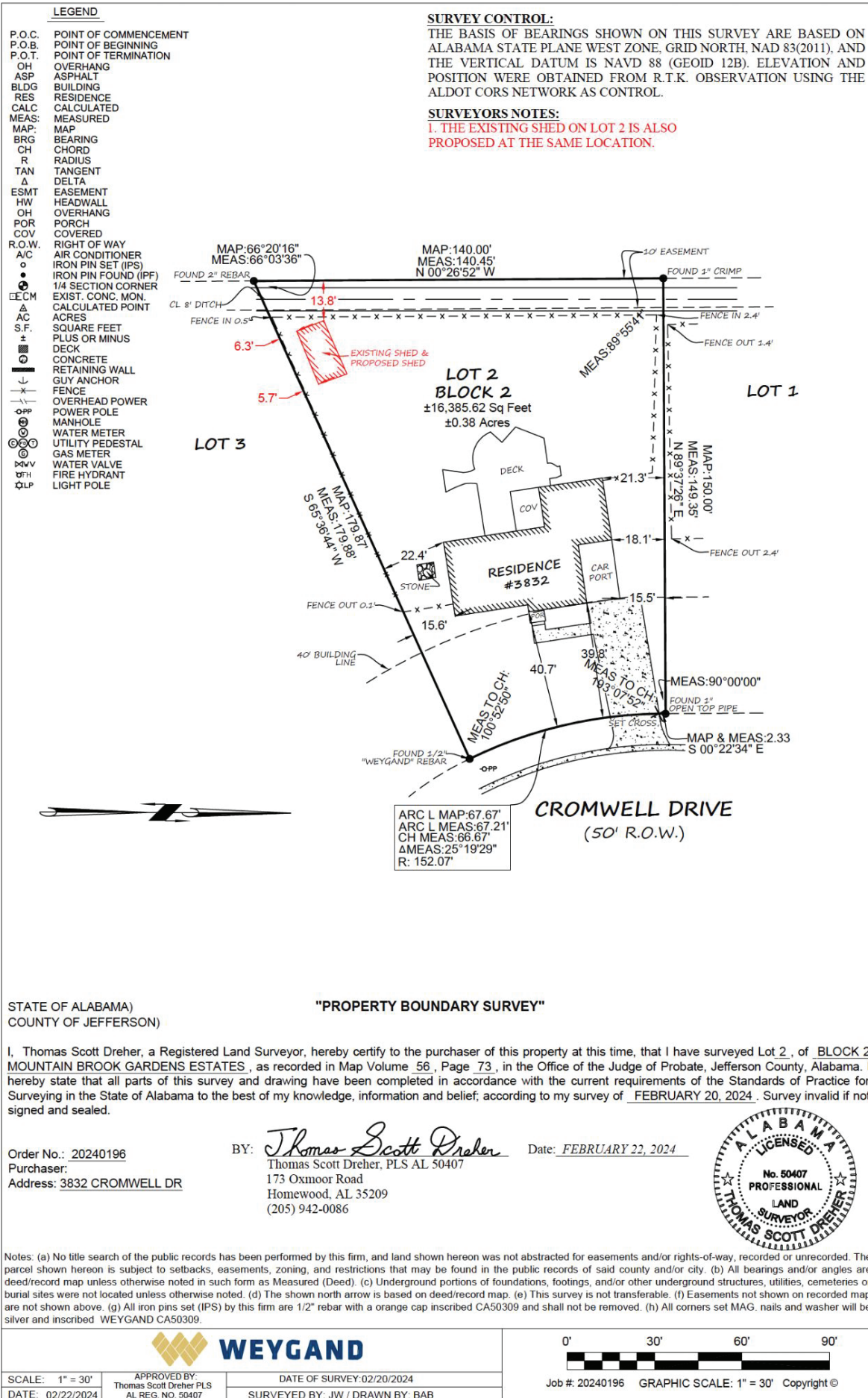
Appends

LOCATION: 3832 Cromwell Drive

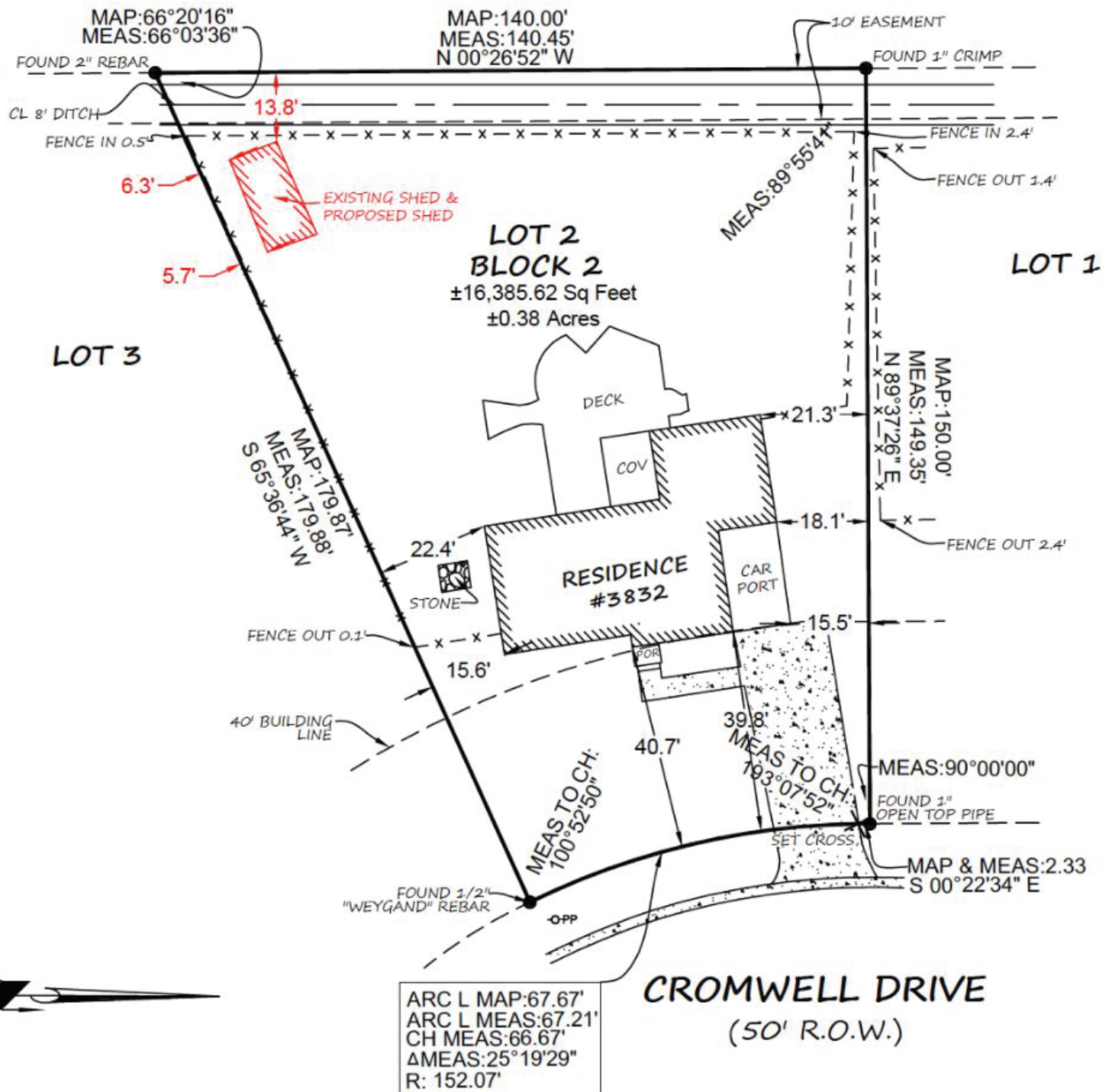
ZONING DISTRICT: Residence A District

OWNERS: William and Catherine Moates

Survey



Survey (detail)





Variance Application – Garden Shed

William J and Catherine J Moates
3832 Cromwell Dr.
Mountain Brook, AL 35243

February 22, 2024

Table of Contents

Variance Application - Part I	Page 03
Part II (written statement)	Pages 04 - 05
Scope of Project	Page 06
Certified Adjacent Parcel Information	Pages 07 - 11
Survey	Pages 12 - 13



Variance Application - Part II

What special circumstances or conditions, applying to the building or land in question, are peculiar to such building or land, and do not apply generally to other buildings or land in the vicinity (including size, shape, topography, location or surroundings)?

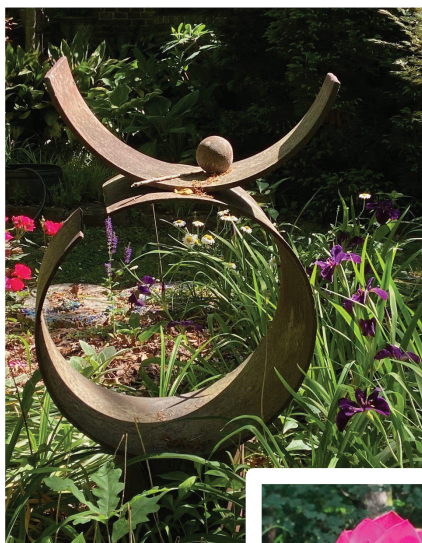
Our beloved garden has been a labor of love spanning nearly five decades. When my husband and I first purchased 3832 Cromwell Dr. in 1976, we saw potential in the bare grounds that surrounded our new home. We dreamed of one day transforming it into a relaxing personal sanctuary.



Our shed is central to our garden refuge. It stores our tools, equipment, and supplies. It also provides a surface for plants to grow, and creates shade to sit, relax and better appreciate the space.

Stepping into our garden now, it's easy to get lost in the environment we created. The gentle bubble of fountains, the wind dancing through chimes, and songs from birds nestled among the trees envelop you. Dappled sunlight filters down through the canopy we've grown, making you feel as if you're in a forest rather than our backyard.

To us, this garden is so much more than just the physical space. It's our history of the family we raised and life we built in Mountain Brook.



Was the condition from which relief is sought a result of action by the applicant? (i.e., self-imposed hardship such as: "...converted existing garage to living space and am now seeking a variance to construct a new garage in a required setback...")

Absolutely not. On December 9th, 2023, my husband and I looked on in disbelief as a tornado whipped through our neighbor's property. The tornado ripped one of their enormous 36-inch diameter trees from the ground and sent it crashing into the back corner of our yard – scarring our garden and destroying our garden shed, along with everything in it.

(CONTINUED NEXT PAGE)

Variance Application - Part II (continued)

How would the granting of this variance be consistent with the purpose and intent of the Zoning Regulations?

Our garden shed has stood in place for over four decades.

When we first designed the layout of our garden, we intentionally situated the modest structure along the back fence line, so as not to obstruct the beauty intended for our space, or impede the view from our neighbor's yards.

Our shed is a structural part of our garden design. Granting the variance will result in **no changes** to the neighborhood in any way.

The project's output will remain in harmony with the purpose and intent of the Zoning Regulations.



Scope of Project

The finished product will appear identical to the garden shed that previously occupied the space prior to sustaining storm damage.

A complete rebuild of the garden shed will be performed to replicate the size, building materials, dimensions, and overall structure of the original shed that was damaged in the recent storm. The reconstructed shed will match the original footprint and interior cubic footage, allowing it to fit back into the same physical space in the garden. It will be built using the same types of materials used on the original so that it blends seamlessly into the surrounding landscape.



William J Moates

2/22/2024



Catherine J Moates

2/22/2024

Contractor Information

Gustavo Acevedo
OWNER

United Contractors Services, LLC

(205) 747-7016 office
(205) 470-4416 cell

www.contractorservices.us





Variance Application - Part I

Project Data

Address of Subject Property 3813 Glencoe Drive

Zoning Classification Residence A

Name of Property Owner(s) William J & Langston S Hereford

Phone Number 205-445-3541 Email willhereford@gmail.com

Name of Surveyor _____

Phone Number _____ Email _____

Name of Architect (if applicable) N/A

Phone Number _____ Email _____

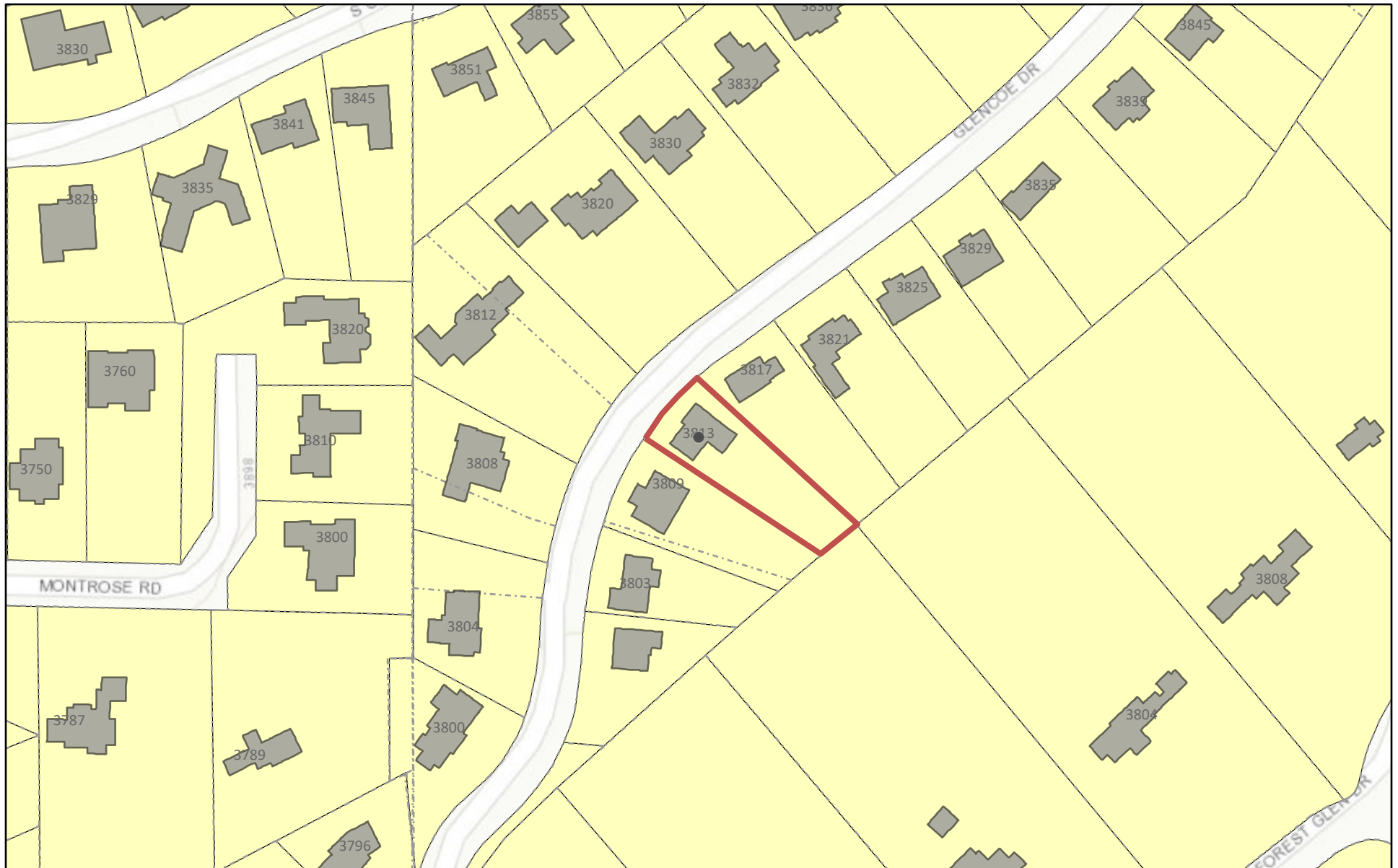


Property owner or representative agent must be present at hearing

Please **fill in only applicable** project information (relating directly to the variance request(s):

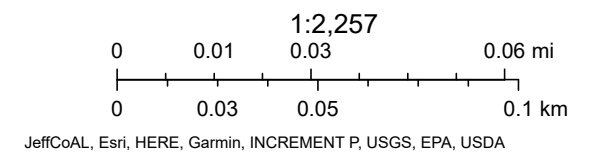
	Zoning Code Requirement	Existing Development	Proposed Development
Lot Area (sf)	30,000	17,301	17,301
Lot Width (ft)	100'	90' front - 55' rear	90' front - 55' rear
Front Setback (ft) <i>primary</i>	40'	40.9'	40.9'
Front Setback (ft) <i>secondary</i>			
Right Side Setback	15'	15'	15'
Left Side Setback	15'	14.3'	14.3
Right Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Left Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Rear Setback (ft)			
Lot Coverage (%)			
Building Height (ft)			
Other Chimney	13'	N/A	12.3'
Other			

A-24-11 Zoning



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Building Footprints 2020v1
Tax_Parcels 2021
Lot Lines
Residence A District



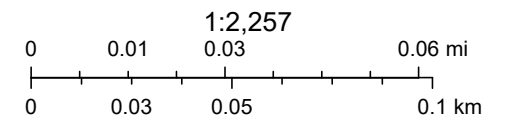
A-24-11 Aerial



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Aerial 2021

Green: Band_2 Blue: Band_3
Red: Band_1



Jefferson County Department of Information Technology , JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

Report to the Board of Zoning Adjustment

A-24-11

Petition Summary

Request to allow a new deck, screened porch and fireplace to be as close as 12 feet 3 inches from the side property line (east) in lieu of the required 15 feet.

Scope of Work

The scope of work includes enlarging a wooden deck and constructing a screened porch with a fireplace beneath the deck.

Variance Request for Setback

Nexus: The hardships in the case are the existing design constraints and slightly unusual lot shape and width. The existing home is non-conforming as it relates to the side setback as it is 14.3 feet from the side property line. The scope of work involving the deck and screened porch would maintain the same setback at 14.3 feet from the side. The proposed fireplace would extend 2 feet farther into the setback to a proposed 12.3 feet. Fireplaces are allowed project into a side setback up to 2 feet. The required side setback for this Res-A lot is 15 feet, so the fireplace could be as close as 13 feet without the need for a variance.

Standard Hardships Required

The subject request appears to possibly meet “c.” and “e.” of the following hardship standards:

Section 129-455 of the municipal code outlines the hardships that the board may consider as justification for the granting of a variance:

- a. exceptional narrowness
- b. exceptional shallowness
- c. irregular shape (lot shape that tapers towards the rear creating a narrow lot at the back)
- d. exceptional topographic conditions
- e. other extraordinary and exceptional situations or conditions of such parcel which would result in peculiar, extraordinary and practical difficulties (existing design constraint of home that is built 14.3 feet from the side property line)

Applicable findings for any motion to approve should be read into the record of minutes. The Board may determine that the following findings are applicable to this case:

- 1. That special circumstances or conditions apply to the building or land in question, and
- 2. That these circumstances are peculiar to such building or land, and
- 3. That these circumstances do not apply generally to other buildings or land in the vicinity;

4. The condition from which relief or a variance is sought did not result from action by the applicant;
5. That the granting of this variance:
 - a. will not impair an adequate supply of light and air to adjacent property (as the proposed porch will maintain the same setback as the existing home).

Impervious Area

The proposal is in compliance with the maximum impervious surface limit.

Subject Property and Surrounding Land Uses

The property contains a single-family dwelling, and is surrounded by same.

Affected Regulation

Article III, Section 129-34 Residence A District

Appends

LOCATION: 3813 Glencoe Drive

ZONING DISTRICT: Residence A District

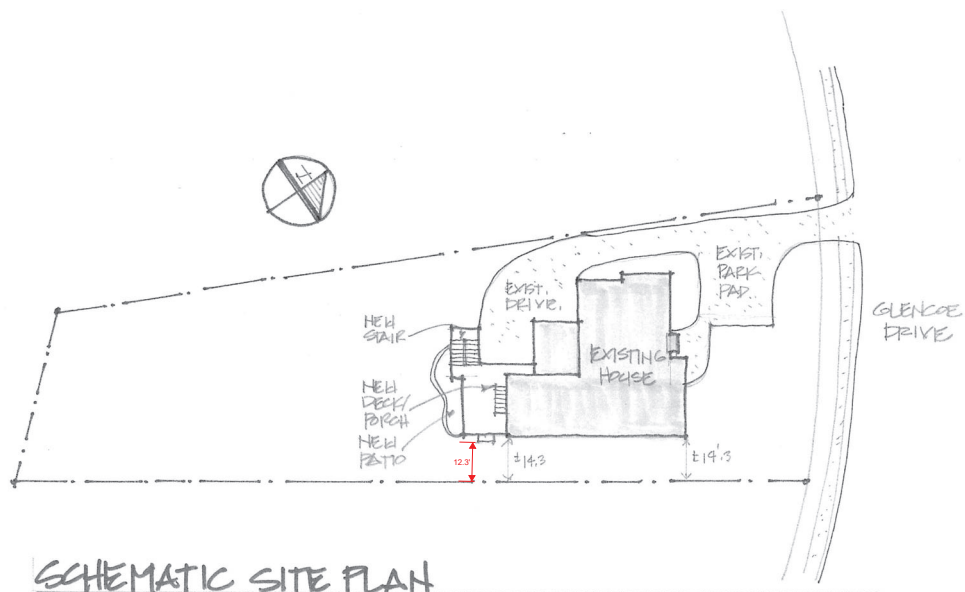
OWNERS: William and Langston Hereford



- Schematic Drawings are for design intent only.
- Contractor to verify all existing conditions & dimensions.
- Contractor to verify & provide all civil, electric, plumbing, mechanical & structural plans and information required for pricing, code compliance & construction.

RESIDENTIAL DESIGN SERVICES
alonsoesignllc@gmail.com 205-739-9358

PARTIAL PLANS & REAR ELEVATION



SCHEMATIC SITE PLAN

SCALE: 1" = 30'

02-21-24

- NOTES:**
- Schematic Drawings are for design intent only.
 - Contractor to verify all existing conditions & dimensions.
 - Contractor to verify & provide all civil, electric, plumbing, mechanical & structural plans and information required for pricing, code compliance & construction.

ALONSO DESIGN RESIDENTIAL DESIGN SERVICES alonsodesignllc@gmail.com 205.739.9358	HEREFORD RESIDENCE 3813 Glencoe Drive, Birmingham, AL 35213
	SCHEMATIC SITE PLAN
COMMISSION: AD-24-3813 Glencoe Drive	
2 sheet of 2	
Date: 02-21-2024	



Variance Application Part II

Required Findings (Sec. 129-455 of the Zoning Ordinance)

To aid staff in determining that the required hardship findings can be made in this particular case, please answer the following questions with regard to your request. **These findings must be made by the Board of Zoning Adjustment in order for a variance to be granted** (please attach a separate sheet if necessary).

What special circumstances or conditions, applying to the building or land in question, are peculiar to such building or land, and do not apply generally to other buildings or land in the vicinity (including size, shape, topography, location or surroundings)?

There are three hardships that need to be considered for this variance. The siting of the house on the subject property, the size of the lot and the narrowness of the lot. The existing structure was built within 14.3' of the left side property line, so it is existing non-conforming for Residence A. At 17,301 square feet the lot is undersized for Residence A. The lot is 90' wide at the street and tapers to 55' at the rear of the property, both of which are less than the 100' width requirement for Residence A.

Was the condition from which relief is sought a result of action by the applicant? (i.e., *self-imposed hardship* such as: "...converted existing garage to living space and am now seeking a variance to construct a new garage in a required setback...")

No. We are attempting to replace an aging deck and small concrete patio with a larger deck and screen porch on an existing non-conforming structure.

How would the granting of this variance be consistent with the purpose and intent of the Zoning Regulations?

Due to the hardships mentioned above, we feel that granting this variance would be consistent with the purpose and intent of the Zoning Regulations.

February 23, 2024

Mr. Tyler Slaten
Senior Planner
City of Mt. Brook
56 Church Street
Mt. Brook, AL 35213

RE: Variance Request for 3813 Glencoe Drive

Dear Mr. Slaten,

My wife and I are the property owners at 3813 Glencoe Drive. We are replacing an existing wood framed deck and small concrete patio on the rear of the subject property. Our plan is to enlarge the deck and construct a screen porch with a fireplace beneath deck.

We are seeking a variance to add this structure to rear of the house, since the house is existing non-conforming on the left side at 14.3 feet from the property line. This is 0.9 feet less than the required 15.0 feet for Residence A. We are also seeking a variance to have the chimney closer than 13.0 feet to the property line. We are basing our variance requests on the following three hardships:

1. **The siting of the house on the subject property.** The house was originally constructed 14.3 feet from the side property line and the setback requirement for Residence A District is 15 feet.
2. **The size of the lot.** The subject property is 17,301 square feet which is much less than the 30,000 square feet requirement for Residence A District.
3. **The narrowness of the lot.** The lot is 90 feet wide at the street and tapers to 55 feet in the rear of the lot. Both of these dimensions are less than the 100 foot width requirement for Residence A District.

I have attached the information requested on the application checklist. Please contact me if you should need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "William J. Hereford". The signature is fluid and cursive, with the first name "William" and last name "Hereford" clearly distinguishable.

William J. Hereford



Variance Application - Part I

Project Data

Address of Subject Property 101 Office Park Drive, Mountain Brook, AL 35223
Zoning Classification Office Park District
Name of Property Owner(s) SmartBank (Current Owner) MAM Investments, LLC (Proposed Owner)
Phone Number 205-215-7375 Email jgardner@creimail.com
Name of Surveyor _____
Phone Number _____ Email _____
Name of Architect (if applicable) Erik Hendon
Phone Number 205-322-1751 Email ehendon@hplusha.com

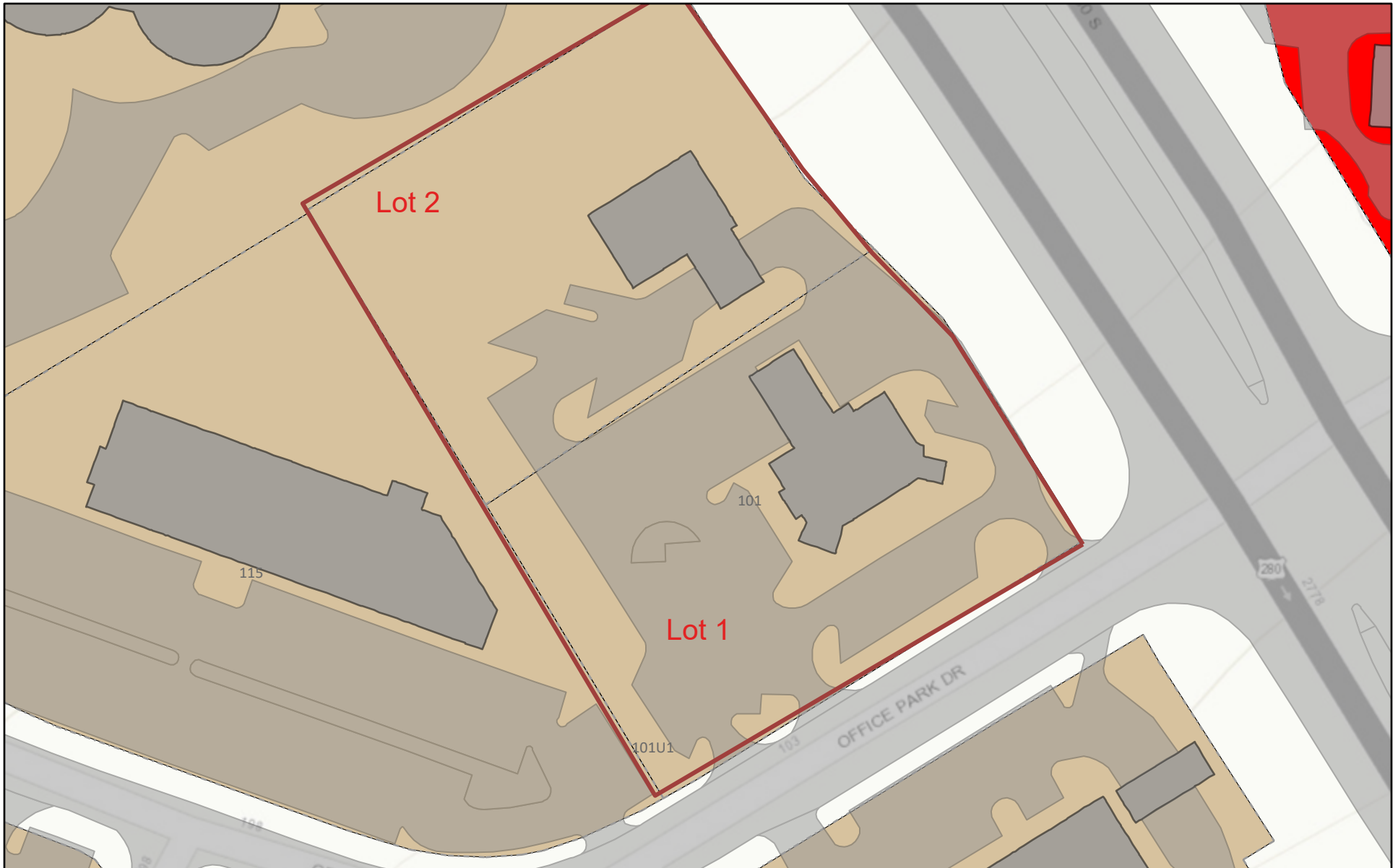


Property owner or representative agent must be present at hearing

Please **fill in only applicable** project information (relating directly to the variance request(s)):

	Zoning Code Requirement	Existing Development	Proposed Development
Lot Area (sf)			
Lot Width (ft)			
Front Setback (ft) <i>primary</i>			
Front Setback (ft) <i>secondary</i>			
Right Side Setback			
Left Side Setback			
Right Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Left Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Rear Setback (ft)			
Lot Coverage (%)			
Building Height (ft)			
Other	Variance for Shared Parking Agreement		
Other			

A-24-12 Zoning



3/12/2024, 2:12:55 PM

Pavement

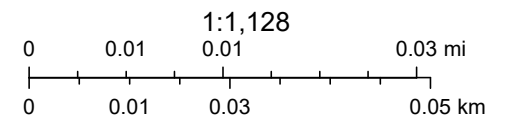
Building Footprints 2020v1

Lot Lines

Tax_Parcels 2021

Local Business District

Office Park District



JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

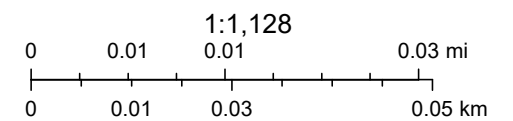
JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | Jefferson County Information Technology Services | Hunter Simmons | Jefferson County Department of Information Technology |

A-24-12 Aerial



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Pavement Aerial 2021
 Lot Lines
 Red: Band_1
 Green: Band_2
 Blue: Band_3



Jefferson County Department of Information Technology , JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

Report to the Board of Zoning Adjustment

A-24-12

Petition Summary

A request for an appeal to the Board of Zoning Adjustment, as applied to the property located at 101 Office Park Drive, has been filed by SmartBank/MAM Investments, LLC. The requested appeal would allow a shared parking agreement between two adjoining properties located in the Office Park District.

Scope of Work

The subject property contains Lot 1 (at the intersection of Office Park Drive and Hwy 280) and Lot 2 (to the immediate north of Lot 1, fronting on Hwy 280 but taking access from Office Park Drive, across Lot 1). Lot 2 is proposed to be developed as a freestanding use (one that is permitted in the Office Park District). The scope of work includes the construction of additional square footage on Lot 2, as well as the recordation of a shared parking and access agreement.

Shared Parking

Lot 1 contains the existing SmartBank location. Lot 2 has approximately 4,000 square feet of existing building space and the applicant intends to construct approximately 3,000 additional square feet. This lot can only be accessed through Lot 1 and will not contain adequate space to provide the required parking once the additional square footage is constructed.

The total building square footage across both lots is approximately 14,580 square feet. The Office Park District requires a minimum parking requirement of 4 spaces per every 1,000 square feet of space or 1 per every 250 square feet. The total required parking for both lots is 59 spaces. The applicants are proposing to provide the full complement of 59 required spaces to be shared across both lots.

Why BZA?

Sec. 129-355 of the Zoning Code grants the Board of Zoning Adjustment the right to approve an appeal to allow a shared parking agreement (a portion or all required parking on one site to be provided on an adjoining site) provided that all such additional required parking spaces must be within 500 feet of the main entrance of the building containing such principal use, and such other property shall be specifically designated for parking for such principal use. See attached shared parking agreement, wherein both Lots 1 and 2 would share all required parking for the buildings on both lots.

****Note:** this is not a request for a variance, so no hardship must be shown for a favorable vote from BZA.

Subject Property and Surrounding Land Uses

The property contains office and professional uses and surrounded by the same.

Affected Regulation

Article XXI, Section 129-355 Exceptions to minimum parking requirements

Append

LOCATION: 101 Office Park Drive

ZONING DISTRICT: Office Park District

OWNERS: SmartBank



Variance Application Part II

Required Findings (Sec. 129-455 of the Zoning Ordinance)

To aid staff in determining that the required hardship findings can be made in this particular case, please answer the following questions with regard to your request. **These findings must be made by the Board of Zoning Adjustment in order for a variance to be granted** (please attach a separate sheet if necessary).

What special circumstances or conditions, applying to the building or land in question, are peculiar to such building or land, and do not apply generally to other buildings or land in the vicinity (including size, shape, topography, location or surroundings)?

See attached Exhibit A

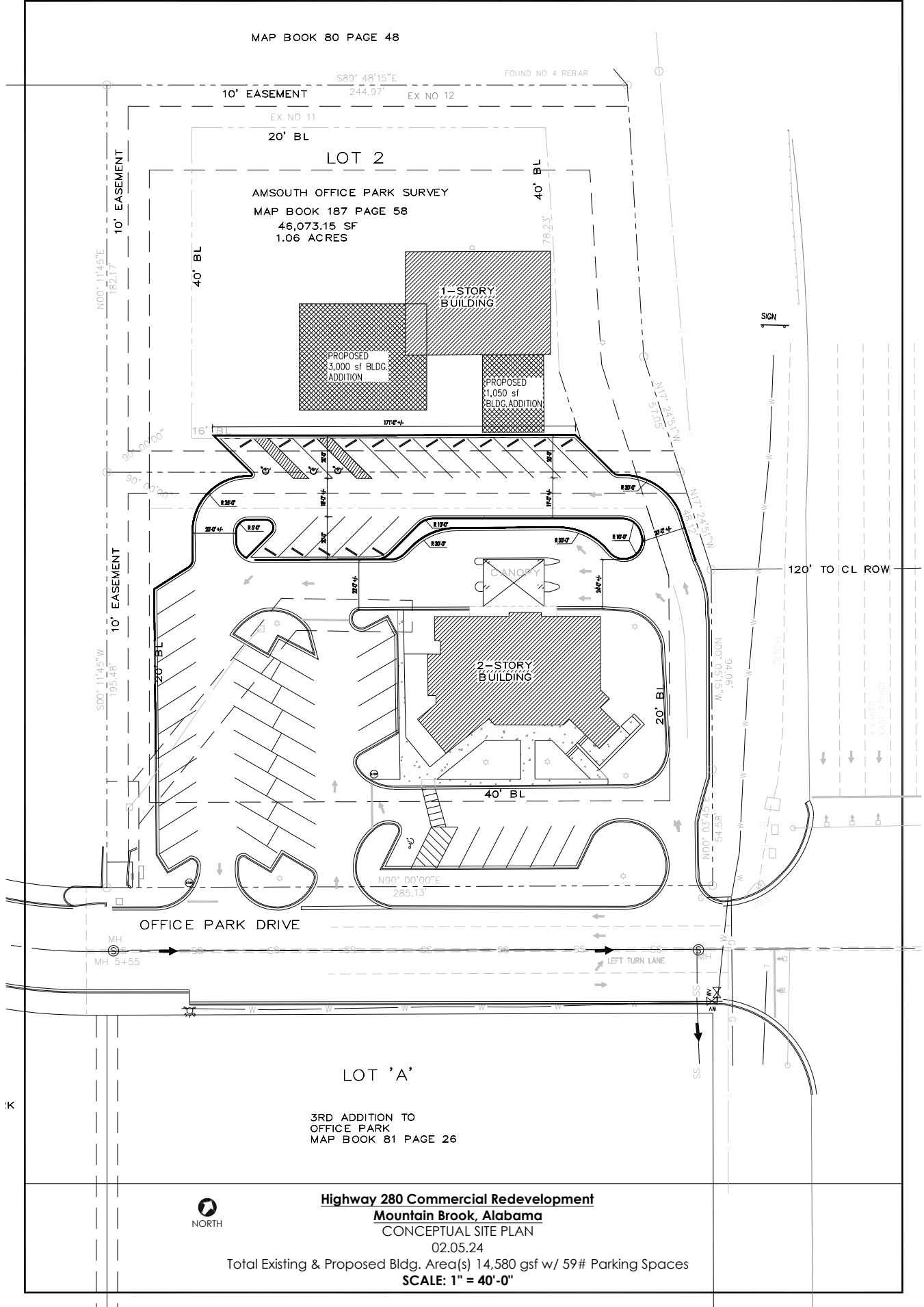
Was the condition from which relief is sought a result of action by the applicant? (i.e., *self-imposed hardship* such as: "...converted existing garage to living space and am now seeking a variance to construct a new garage in a required setback...")

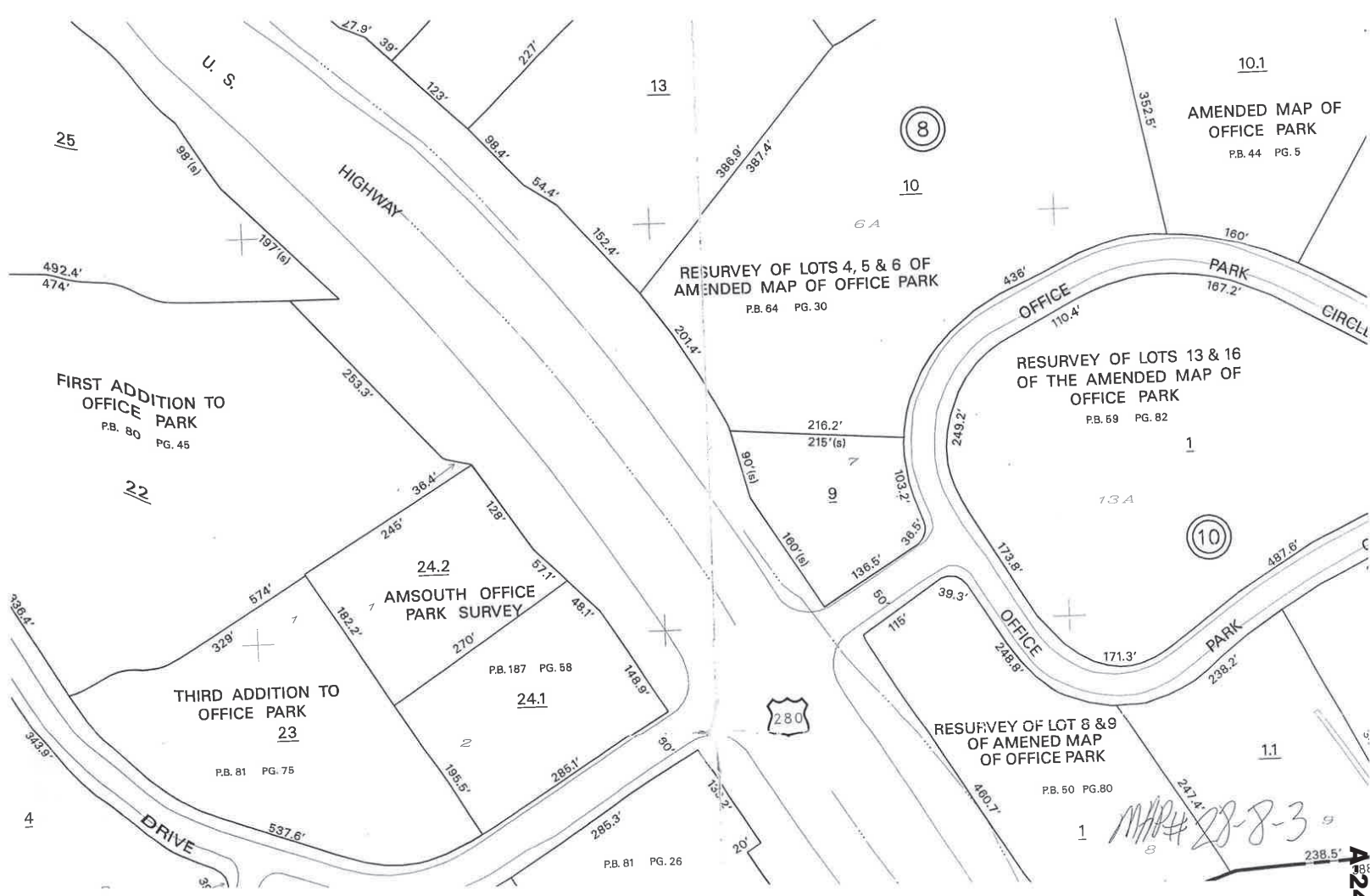
How would the granting of this variance be consistent with the purpose and intent of the Zoning Regulations?

Exhibit A to the BZA Variance Application

The proposed owner currently has Lot 2 under contract to purchase. We are proposing to make an addition of roughly 4,000 +/- SF to the existing structure which contains 3,000 +/- SF for a total building area of 7,000 +/- SF. In doing so there will not be adequate parking on Lot 2 alone to meet code while Lot 1, SmartBank, has more than adequate parking to meet both code and bank needs. That said, the attached proposed site plan shows the parking layout on both Lot 1 and Lot 2 to be used by both parties under the attached Shared Parking Agreement.

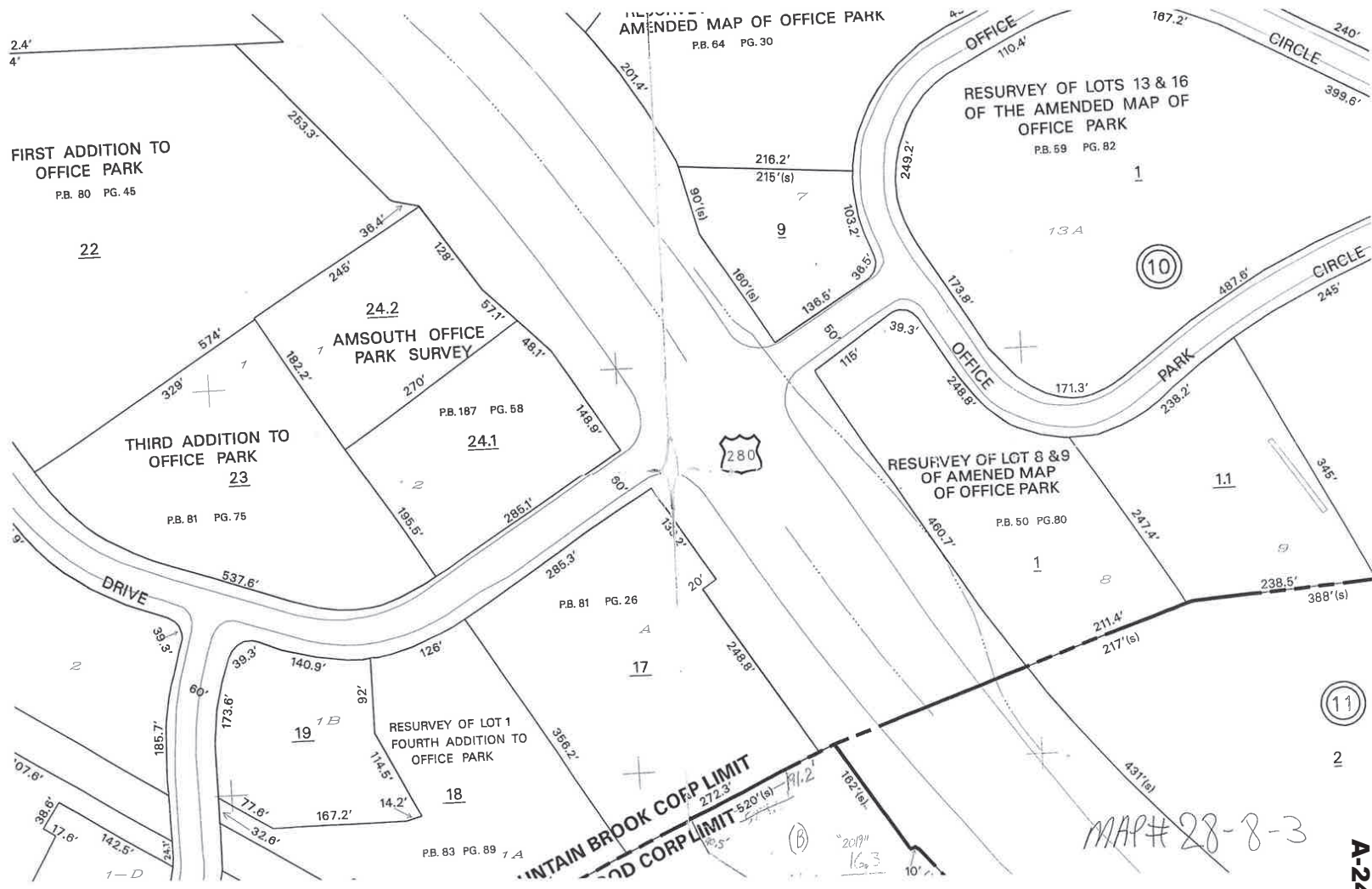
The attached proposed site plan shows a total of 14,580 SF of building area between the two buildings with a total of 59 parking spaces which meets the minimum parking ratio of 4/1,000. By approving the Shared Parking Agreement, this will facilitate the renovation, expansion and beautification of the existing structure on Lot 2.





MA# 28-8-3

424-12



MAP# 28-8-3

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

DECLARATION AND
RECIPROCAL EASEMENT AGREEMENT
(Parking)

This Declaration and Reciprocal Easement Agreement (the "Agreement") is made and entered into as of this 1st day of February, 2024 (the "Effective Date") by and between MAM Investments, LLC, an Alabama limited liability company (hereinafter "MAM") and SmartBank, a Tennessee banking corporation (hereinafter, "SmartBank") (collectively MAM and SmartBank shall be referred to herein as the "Parties").

RECITALS

WHEREAS, SmartBank is the owner of that certain real property located in Jefferson County, Alabama, legally described as Lots 1 and 2 according to the Survey of Amsouth Office Park Survey, as recorded in Map Book 187, page 58, in the Probate Office of Jefferson County, Alabama in Exhibit A attached hereto (the "Entire Property"); and

WHEREAS, for purposes herein, Lot 1 of the Entire Property shall be referred to herein as the "SmartBank Parcel" and Lot 2 of the Entire Property shall be referred to herein as the "MAM Parcel," (or collectively as "Parcel(s)") each as designed and shown in the attached Exhibit "A" incorporated herein; and

WHEREAS, Simultaneously herewith, SmartBank shall convey the MAM Parcel to MAM, and in conjunction therewith, the Parties desire that certain parking easements be established for the benefit of the Entire Property which shall run with the land and bind and benefit any owner (hereinafter "Owner") thereof for and during such time of ownership of any Parcel;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. **Grant of Easement.** SmartBank, as the Owner of the Entire Property, hereby establishes, grants, bargains, conveys and reserves a perpetual, non exclusive reciprocal easement for the parking of passenger vehicles ("Parking Easement") along with access thereto, on, over and across those certain parking spaces as presently planned and shown on Exhibit "B" attached hereto (the "Site Plan") for the benefit of each of the SmartBank Parcel and MAM Parcel subject to those terms and conditions of usage as specifically set forth herein (the "Parking Spaces") as the same may be modified, reconfigured, maintained and adjusted from time to time by each owner on its respective Parcel (referred to herein as each "Owner"). The Parking Easement granted herein shall be utilized solely by each Owner and the lessees, guests, customers, invitees of each Parcel (hereinafter, collectively the "Permittees"). The use of the Parking Spaces shall be restricted by the following covenants, rules and regulations:

- i. The Parking Easement burdening the SmartBank Parcel and the Parking Spaces located thereon shall not be accessible or utilized by the Permittees of the MAM Parcel until the construction of the improvements on the SmartBank Parcel are completed in accordance with the Site Plan, and the same is open for business to the public ("SmartBank Completion Date").
- ii. Each Owner of the SmartBank Parcel and MAM Parcel shall have the right to adopt reasonable nondiscriminatory rules and regulations related to the usage of the Parking Spaces on their own Parcels to ensure the safety, traffic flow and efficiency of operations of its own Parcel, and may enforce the usage thereof, including towing or booting vehicles and placing directional and warning signage related to such rules and regulations.
- iii. Nothing construed herein shall permit any Owner or its Permittee to charge a fee or offer public parking for use of the Parking Spaces located on the other respective Parcel or for the use of the Parking Spaces on one Parcel by those contractors, subcontractors, or workers performing construction activities on the other respective Parcel without prior permission of the applicable Owner thereof.
- iv. The use of the Parking Spaces shall be at the sole risk of those utilizing the same, and neither Owner shall be required to provide additional security, monitoring nor shall any Owner be responsible for any vandalism or theft causing damage to person or property.
- v. The use of the Parking Spaces shall be exercised in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct or operations on either Parcel or access thereto.

2. **Construction and Maintenance.** SmartBank shall be responsible to construct the Parking Spaces located on their own Parcel and that of the MAM Parcel, as shown on Exhibit "B", at their sole cost and expense, and shall thereafter maintain such Parking Spaces subject only to the rights of indemnification as set forth hereunder. The Parking Easement granted herein shall not be construed to prohibit the Owner of any Parcel from the future development, construction or modification of the improvements on its Parcel.

3. **Insurance and Indemnification.** A. **Insurance.** The Owner of the Terrace Parcel with respect to the Terrace Parcel, and the Owner of the Southpoint Parcel with respect to the Southpoint Parcel each shall obtain and maintain comprehensive general public liability insurance with "broad form liability endorsement" insuring itself and its Parcel against all claims for personal injury, death or property damage occurring in, upon or about its Parcel. Such insurance shall be written with an insurer licensed to do business in the State of Alabama. The limit of liability of all such insurance shall be at least \$2,000,000.00 combined single limit. Each insurance policy shall name the other owner as an additional insured with respect to the easements for the benefit of such other owner.

B. **Indemnification.** Each Owner hereto shall indemnify, defend and hold the

other Owner, its employees, owners, members, officers, successors and/or assigns harmless from and against any and all loss, cost, damage, suit, action, expense or claim related to the indemnifying Owner's use of the easements described herein or a breach of any provision of this Agreement, including, without limitation, indemnification for any and all actual and reasonable attorneys' fees and costs through all trial, appellate and post judgment proceedings.

4. **Notices.** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and sent to the address(es) set forth below. Each notice shall be deemed duly given and received: (i) as of the date and time the same is personally delivered with a receipted copy; (ii) if delivered by U.S. Mail, five (5) business days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested, (iii) if given by nationally recognized or reputable overnight delivery service on the next business day after receipted deposit with same or (iv) if by electronic mail, then when the receiving party acknowledges receipt thereof:

If to SmartBank:

SmartBank
5401 Kingston Pike, Suite 600
Knoxville, TN 37919, Attn: CEO
Email: Tom.Ledbetter@smartbank.com

If to MAM

MAM Investments, LLC
402 Office Park Drive, Suite 150
Birmingham, AL 35223
Email: kgardner@creimail.com
Attn: John Gardner

Upon the sale or conveyance of either Parcel, such new Owner shall provide written notice to the other Party of any names and notice addresses. If such notice is not given, then any notifying party may provide notice at the address as listed and shown on the tax notice for such Parcel.

5. **Miscellaneous.**

a. **Recording Fees.** The parties shall equally share for all filing fees, recording tax or document stamp costs, if any, in connection with the recording of this Agreement.

b. **Estoppel Certificates.** Each Party shall upon not less than twenty (20) days from receipt of written notice from any other Party execute and deliver to such other Party a certificate reasonably approved by such Party, stating that (i) either this Agreement is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not to the best of its knowledge the other Party is in default in any respect under this Agreement and if in default, specifying such default.

c. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

d. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

e. Intentionally deleted.

f. Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

g. Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended or terminated only by a written agreement executed by all of the then-applicable owners of record of either Parcel.

h. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision.

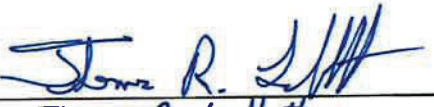
i. Binding Effect; Covenants Run With the Land. The parties covenant and agree that the servitudes, agreements, covenants and restrictions and all other terms, conditions and provisions hereof shall be binding upon them and their respective successors and assigns and all other persons or entities having or hereafter acquiring any right, title or interest in the respective property, and all other persons and entities claiming by, through or under the Owner and its respective successors and assigns. The rights, obligations and benefits established pursuant to this Agreement shall run with the land, and shall inure to the benefit of, and be binding upon, the Owner of the Terrace Parcel and the Southpoint Parcel for and during such times as the such owner is the owner of such Parcel, and their respective successors and assigns and all subsequent Owners of any portion of each Property. Nothing contained herein is intended nor shall it be construed as creating any rights in or for the benefit of any third party or the general public.

j. Attorneys' Fees. In the event of litigation arising out of the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, together with all costs and out-of-pocket expenses. Attorneys' fees shall include those incurred at trial or in appellate proceedings.

- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, SmartBank Bank and MAM Investments, LLC have caused this Agreement to be executed by and through their respective duly authorized representatives on the date set forth herein.

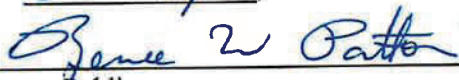
SmartBank,
A Tennessee banking corporation

By: 
Thomas R. Ledbetter
Its: Vice President / Director of Facilities

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Stephen Smith, whose name as the President & CEO of Southpoint Bank, an Alabama banking 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, he, as such Officer and with full authority, executed the same voluntarily for and as the act of said Southpoint Bank.

Given under my hand this 1st day of February, 2024.


Notary Public
My Commission Expires: 7-7-2025

MAM Investments, LLC
An Alabama limited liability company

By: *Michael A. Mouron*
Its: Managing Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael A. Mouron, whose name as the managing member of MAM 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, as such sole member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 1 day of February, 2024.

Adrian L Williams

Notary Public

My Commission Expires: Feb 9, 2025

ADRIAN LEIGH WILLIAMS
Notary Public, Alabama State At Large
My Commission Expires Feb 9, 2025

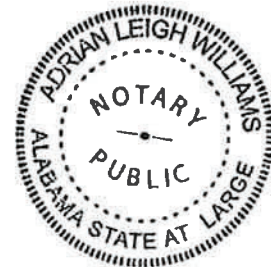


EXHIBIT A

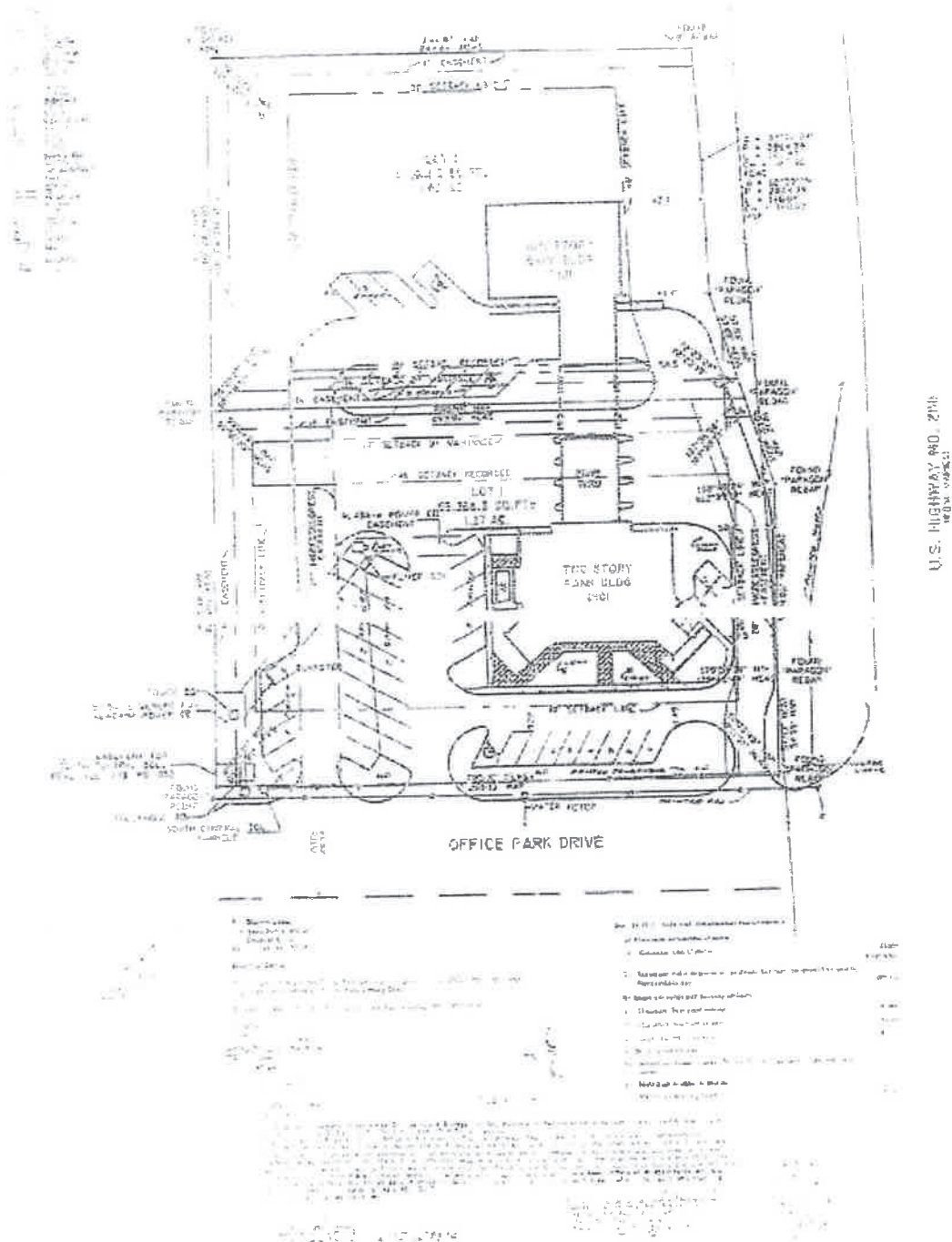


EXHIBIT B

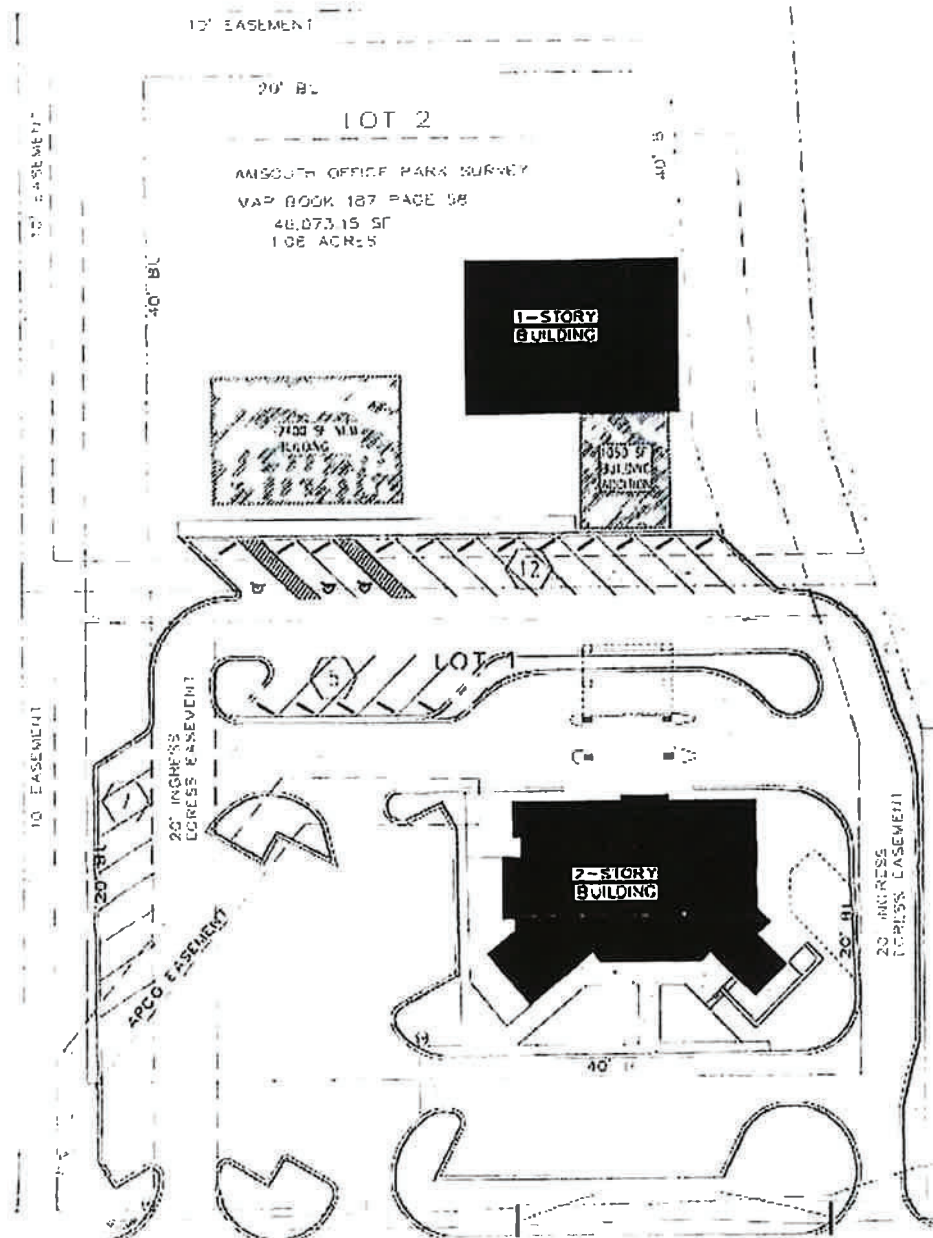


EXHIBIT A

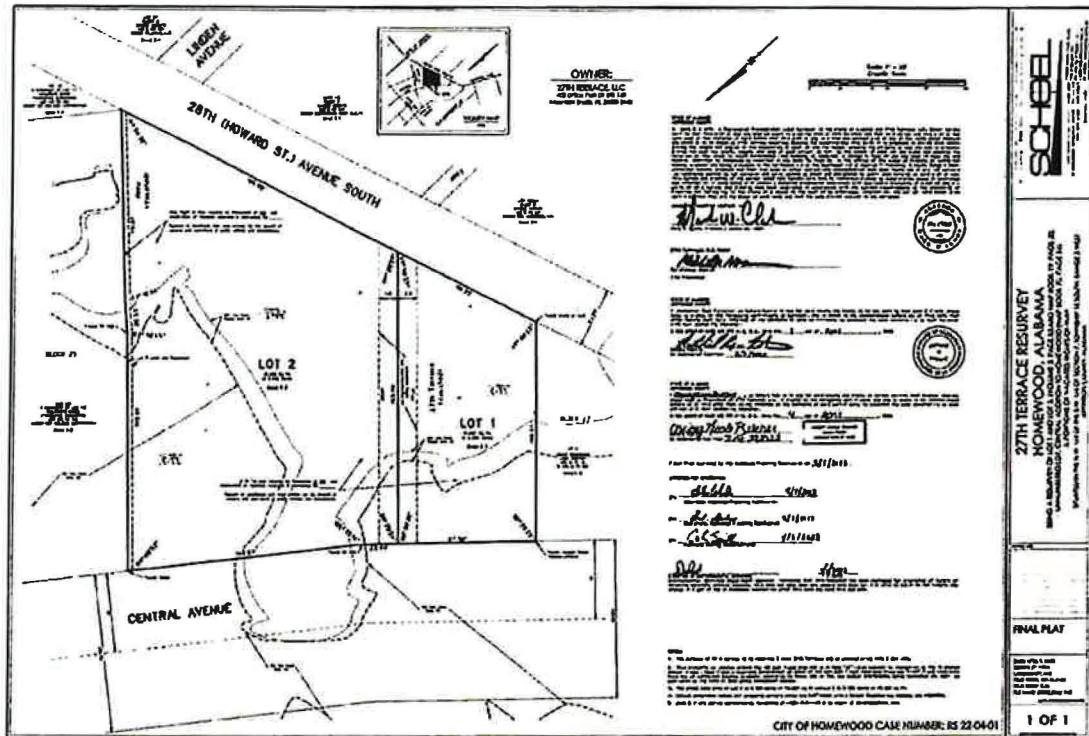
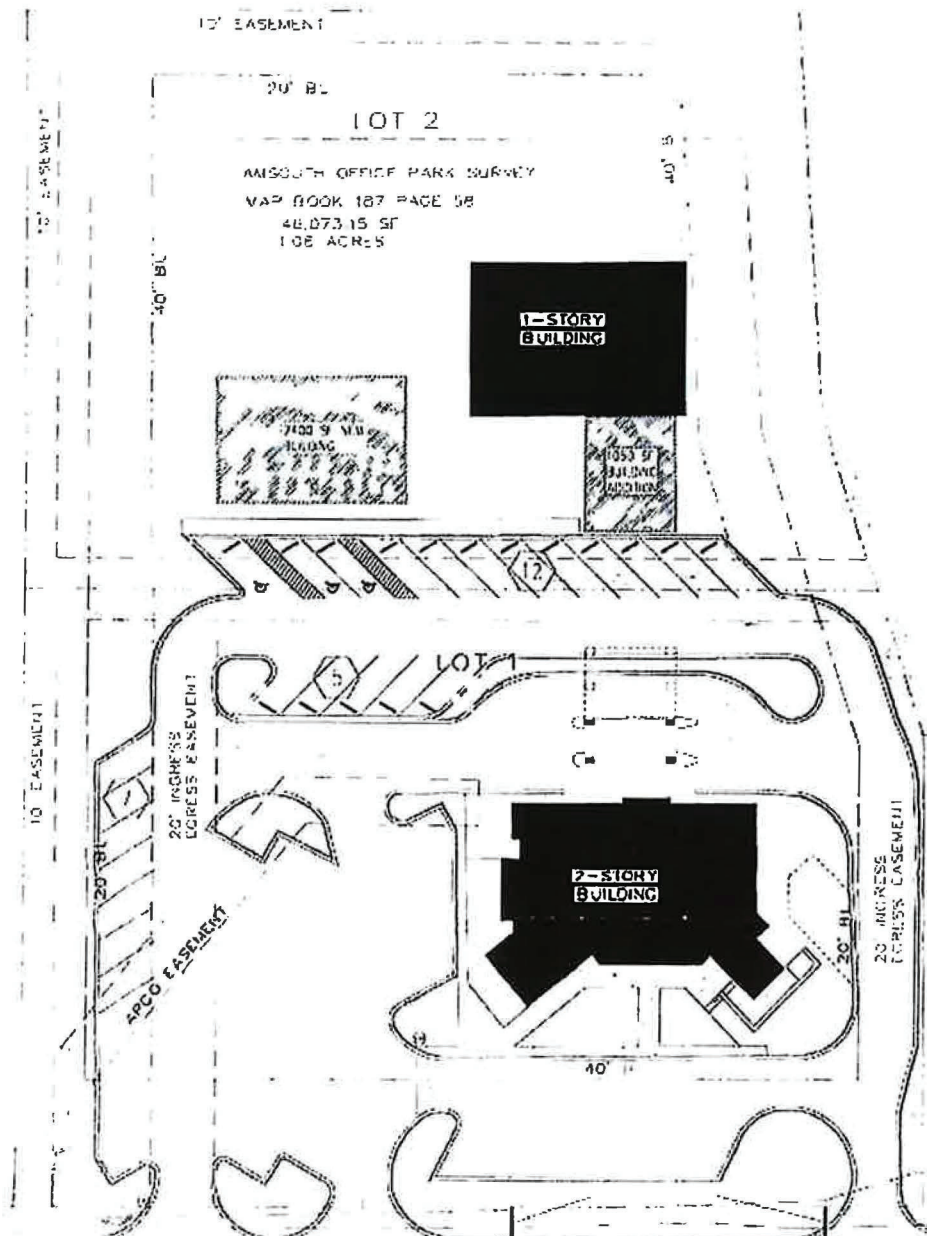


EXHIBIT B



Variance Application - Part I

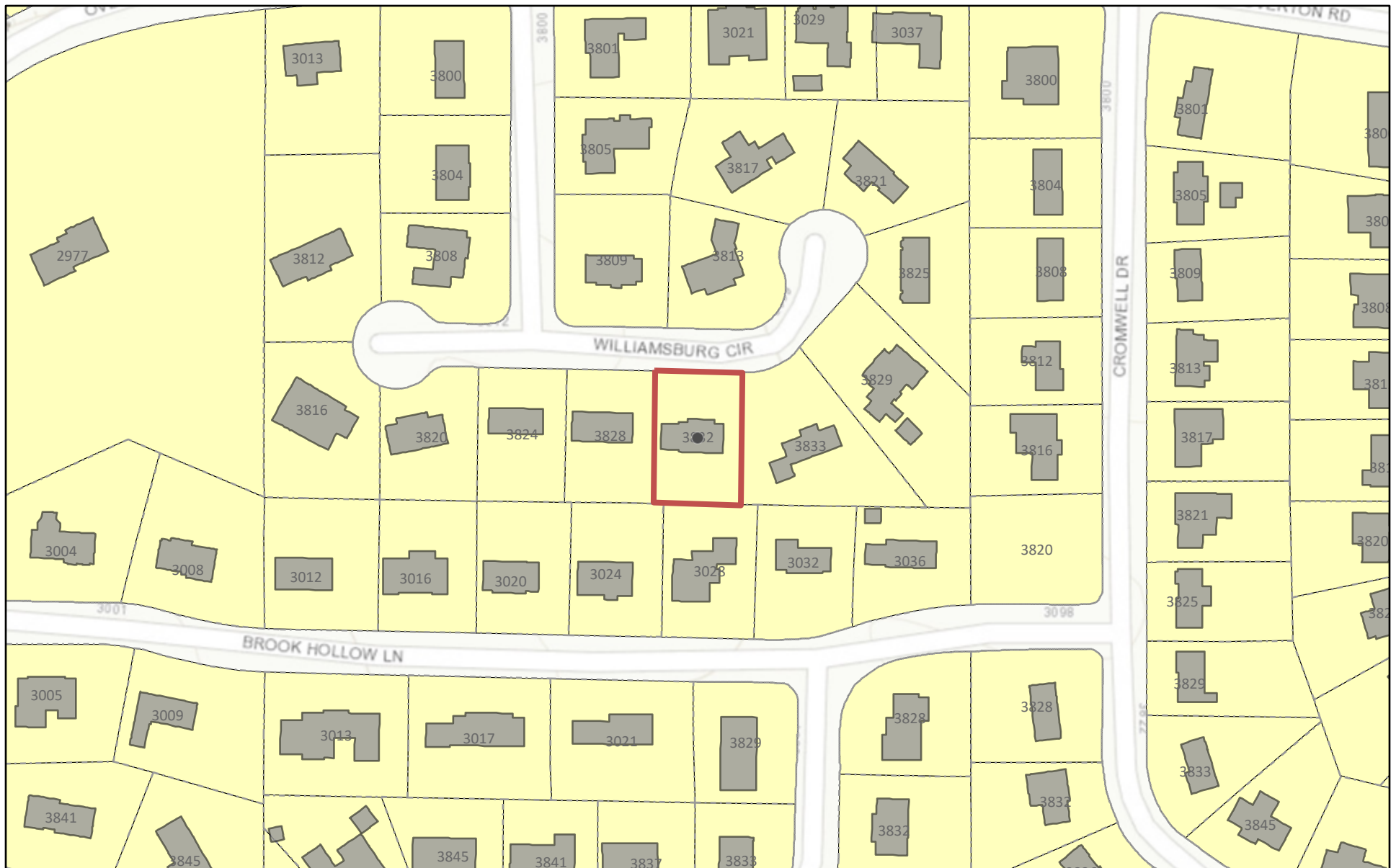
Project Data

Address of Subject Property 3832 Williamsburg Circle 35243
 Zoning Classification Residential
 Name of Property Owner(s) Taylor & Elizabeth Powell
 Phone Number 205-215-0988 Email elizabethspowell@gmail.com
 Name of Surveyor _____
 Phone Number _____ Email _____
 Name of Architect (if applicable) _____
 Phone Number _____ Email _____
 Property owner or representative agent must be present at hearing



Please **fill in only applicable** project information (relating directly to the variance request(s):



	Zoning Code Requirement	Existing Development	Proposed Development
Lot Area (sf)			
Lot Width (ft)			
Front Setback (ft) <i>primary</i>			
Front Setback (ft) <i>secondary</i>			
Right Side Setback			
Left Side Setback			
Right Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Left Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Rear Setback (ft)			
Lot Coverage (%)			
Building Height (ft)			
Other	10 ft. from prop. line		5 ft. from prop. line
Other			

A-24-13 Zoning

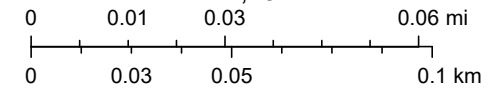


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 Building Footprints 2020v1
  Tax_Parcels 2021

 Lot Lines
  Residence A District

1:2,257



JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

A-24-13 Aerial



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Aerial 2021

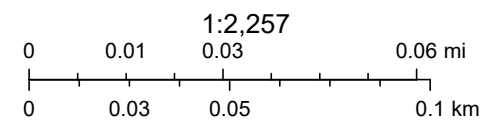
Red: Band_1



Green: Band_2



Blue: Band_3



Jefferson County Department of Information Technology , JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

Report to the Board of Zoning Adjustment

A-24-13

Petition Summary

Request to allow a detached accessory structure to be 5 feet from the rear property line (south), and 5 feet from the side property line (east), both in lieu of the required 10 feet.

Scope of Work

The scope of work includes the placement of a detached accessory structure (shed) 5 feet from the side property line. The proposed shed will be 10x12 in size.

Variance Request for Setback

Nexus: The applicant stated that the septic tank and field lines prevent them from moving the shed farther away from the property line.

Standard Hardships Required

The subject request appears to possibly meet “e.” of the following hardship standards:

Section 129-455 of the municipal code outlines the hardships that the board may consider as justification for the granting of a variance:

- a. exceptional narrowness
- b. exceptional shallowness
- c. irregular shape
- d. exceptional topographic conditions
- e. other extraordinary and exceptional situations or conditions of such parcel which would result in peculiar, extraordinary and practical difficulties (existing septic tank and field lines)

Applicable findings for any motion to approve should be read into the record of minutes. The Board may determine that the following findings are applicable to this case:

- 1. That special circumstances or conditions apply to the building or land in question, and
- 2. That these circumstances are peculiar to such building or land, and
- 3. That these circumstances do not apply generally to other buildings or land in the vicinity;
- 4. The condition from which relief or a variance is sought did not result from action by the applicant;
- 5. That the granting of this variance:
 - a. will not impair an adequate supply of light and air to adjacent property (as the proposed shed is somewhat minor in nature).

Impervious Area

The proposal exceeds the impervious surface limit.

Subject Property and Surrounding Land Uses

The property contains a single-family dwelling, and is surrounded by same.

Affected Regulation

Article XIX, Section 129-314 Accessory structures and accessory buildings on residential lots

Appends

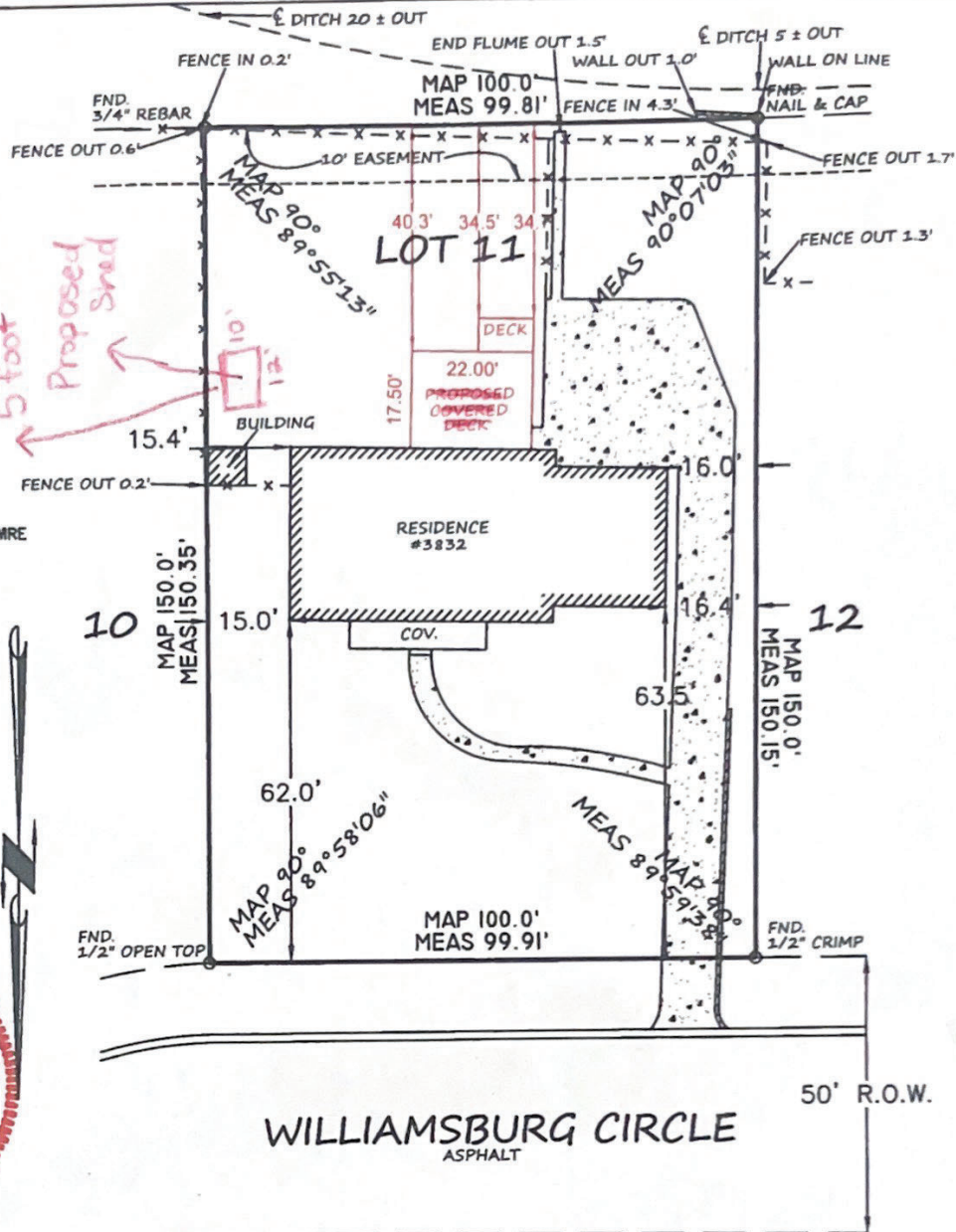
LOCATION: 3832 Williamsburg Circle

ZONING DISTRICT: Residence A District

OWNERS: Taylor and Elizabeth Powell

LEGEND

ASP	ASPHALT
BLDG	BUILDING
CALC	CALCULATED
MEAS	MEASURED
CH	CHORD
LNG	LONG CHORD
d	DEFLECTION
Δ	DELTA
ESMT	EASEMENT
HW	HEADWALL
MIN	MINIMUM
MH	MANHOLE
OH	OVERHANG
POR	PORCH
R	RADIUS
R.O.W.	RIGHT OF WAY
SAN	SANITARY
STM	STORM
UTIL	UTILITY
AC	ACRES
S.F.	SQUARE FEET
CL	CENTERLINE
A/C	AIR CONDITIONER
°	POLE
—X—	ANCHOR
—X—	FENCE
—X—	OVERHEAD UTILITY WIRE
PVMT	PAVEMENT
W/	WITH
TAN	TANGENT
RES	RESIDENCE
oLGT	LIGHT
COV	COVERED
■	DECK
●	CONCRETE
▨	WALL
□	COLUMN



SCALE: 1"=30'
STATE OF ALABAMA
JEFFERSON COUNTY)

"Plot Plan"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 11, WILLIAMSBURG CIRCLE, as recorded in Map Volume 64, Page 55, in the Office of the Judge of Probate, Jefferson County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief, according to my survey of OCTOBER 23, 2019. Survey invalid if not sealed in red.

Order No.: 4150

Purchaser:

Address: 3832 WILLIAMSBURG CIRCLE

Ray Weygand, Reg. L.S. #24973
169 Oxmoor Road Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087
Copyright ©

WEYGAND
SURVEYORS

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.



Variance Application Part II

Required Findings (Sec. 129-455 of the Zoning Ordinance)

To aid staff in determining that the required hardship findings can be made in this particular case, please answer the following questions with regard to your request. **These findings must be made by the Board of Zoning Adjustment in order for a variance to be granted** (please attach a separate sheet if necessary).

What special circumstances or conditions, applying to the building or land in question, are peculiar to such building or land, and do not apply generally to other buildings or land in the vicinity (including size, shape, topography, location or surroundings)?

Our septic tank field lines are in the middle of the back yard. If we build a storage shed 10 feet from the property line, it puts the building over the field lines. We are asking to build 5 feet from the property lines instead of 10 feet.

Was the condition from which relief is sought a result of action by the applicant? (i.e., *self-imposed hardship* such as: "...converted existing garage to living space and am now seeking a variance to construct a new garage in a required setback...")

No.

How would the granting of this variance be consistent with the purpose and intent of the Zoning Regulations?

We are asking that we are able to build a storage shed 5 feet from our property line instead of 10 feet in order to avoid septic field lines.



Variance Application - Part I

Project Data

Address of Subject Property 4012 Little Branch Rd

Zoning Classification _____

Name of Property Owner(s) Ebert James, Jr.

Phone Number 205-283-3204 Email hebert@ebertinc.com

Name of Surveyor Don Allen

Phone Number 205-837-9171 Email bsurvey@bellouth.net

Name of Architect (if applicable) _____

Phone Number _____ Email _____



Property owner or representative agent must be present at hearing



Please **fill in only applicable** project information (relating directly to the variance request(s):



	Zoning Code Requirement	Existing Development	Proposed Development
Lot Area (sf)			
Lot Width (ft)			
Front Setback (ft) <i>primary</i>			
Front Setback (ft) <i>secondary</i>			
Right Side Setback			
Left Side Setback			
Right Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →	15'	18.9	7.9
Left Side Setback (ft): For non-conforming narrow lots in Res-B or Res-C: Less than 22' high → 22' high or greater →			
Rear Setback (ft)			
Lot Coverage (%)			
Building Height (ft)			
Other			
Other			

A-24-14 Zoning

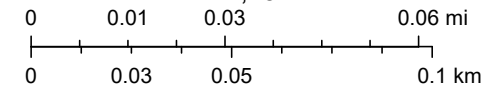


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 Building Footprints 2020v1
  Tax_Parcel 2021

 Lot Lines
  Residence A District

1:2,257



JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

A-24-14 Aerial



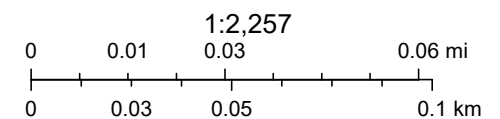
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Aerial 2021

Red: Band_1

Green: Band_2

Blue: Band_3



Jefferson County Department of Information Technology , JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ArcGIS Web AppBuilder

Report to the Board of Zoning Adjustment

A-24-14

Petition Summary

Request to allow an addition to the existing single family dwelling (attached carport) to be 7.9 feet from the side property line (north) in lieu of the required 15 feet.

Scope of Work

The scope of work includes the construction of an attached carport.

Variance Request for Setback

Nexus: The applicant stated that the lot is an irregular shape as it is narrow in the front and widens toward the rear. The applicant also stated that there are topographic challenges as the lot slopes downward in the back rear of the property.

Standard Hardships Required

The subject request appears to possibly meet “c.” and “d.” of the following hardship standards:

Section 129-455 of the municipal code outlines the hardships that the board may consider as justification for the granting of a variance:

- a. exceptional narrowness
- b. exceptional shallowness
- c. irregular shape (lot shape that is narrow in the front and widen towards the rear)
- d. exceptional topographic conditions (lot grade falls downward in the rear yard on the right side)
- e. other extraordinary and exceptional situations or conditions of such parcel which would result in peculiar, extraordinary and practical difficulties

Applicable findings for any motion to approve should be read into the record of minutes. The Board may determine that the following findings are applicable to this case:

- 1. That special circumstances or conditions apply to the building or land in question, and
- 2. That these circumstances are peculiar to such building or land, and
- 3. That these circumstances do not apply generally to other buildings or land in the vicinity;
- 4. The condition from which relief or a variance is sought did not result from action by the applicant;
- 5. That the granting of this variance:
 - a. might not impair an adequate supply of light and air to adjacent property (in that the carport is proposed to be open on the sides)

Impervious Area

The proposal is in compliance with the maximum impervious surface limit.

Subject Property and Surrounding Land Uses

The property contains a single-family dwelling, and is surrounded by same.

Affected Regulation

Article III, Section 129-34 Residence A District

Appends

LOCATION: 4012 Little Branch Road

ZONING DISTRICT: Residence A District

OWNERS: Ebert Investments LLC



PROJECT OVERVIEW

Alicia Justine
257 The Heights Dr. - Calver

DATE:
3/31/2023

CALE:

HEET:

P-0

FLOOR 0:	1168SQ FT.
FLOOR 1:	1084SQ FT.
FLOOR 2:	1242SQ. FT.
TOTAL:	3494 SQ. FT.

LIVABLE AREA: SQ. FT. 2720 SQ. FT.







Variance Application Part II

Required Findings (Sec. 129-455 of the Zoning Ordinance)

To aid staff in determining that the required hardship findings can be made in this particular case, please answer the following questions with regard to your request. **These findings must be made by the Board of Zoning Adjustment in order for a variance to be granted** (please attach a separate sheet if necessary).

What special circumstances or conditions, applying to the building or land in question, are peculiar to such building or land, and do not apply generally to other buildings or land in the vicinity (including size, shape, topography, location or surroundings)?

The home sits on an irregular shape lot, which causes the right side of the home existing design to be constrained. The right backside of the home is ideal for the carport. However, there is an exceptional topographical condition...

Was the condition from which relief is sought a result of action by the applicant? (i.e., *self-imposed hardship* such as: "...converted existing garage to living space and am now seeking a variance to construct a new garage in a required setback...")

No

How would the granting of this variance be consistent with the purpose and intent of the Zoning Regulations?

By granting the variance, the home is in harmony with the spirit and intent of the neighborhood. As well as, added protection for families to come.