

**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL PRE-COUNCIL ROOM (A106)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

APRIL 11, 2016 6:30PM

1. Library's HVAC replacement costs and schedule-Steven Boone and Sue DeBrecht (See attached information.)
2. Conditional Use application oat 2417 Montevallo Road (Glacier Cryotherapy)-Dana Hazen (See attached information. This item may be added to the formal agenda.)
3. Indemnification and Hold Harmless Agreement between the City and Status Quo, LLC and approval of the installation of a balcony over public sidewalk at 36 Church Street-Dana Hazen (See attached information. This item may be added to the formal agenda.)
4. Right-of-Way Encroachment Agreement at 2640 Canterbury Road for a parking pad-Dana Hazen (See attached information. This item may be added to the formal agenda.)



CITY OF MOUNTAIN BROOK

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

April 4, 2016

Sam Gaston, City Manager, Sue DeBrecht, Library Director

Re: Library HVAC systems

C: Mayor and members of the City Council

During the 2016 budget meetings last summer, the Library informed the City Council that it was time to replace the two HVAC units at the Library. The replacements were estimated to be \$150,000 plus and the decision was made to leave the cost out of the 2016 budget for the time being. I asked Mike Thomas with Brasfield & Gorrie to evaluate the Library's HVAC systems. Following is my executive summary of his findings:

- The Library has two HVAC units (a 25 ton and a 100 ton) both installed at the time the Library was constructed (2001)
- The 100 ton unit operates on 2 electrical circuits with 3 compressors on each circuit
- As of September 2015, 3 compressors on one of the circuits were taken off-line as the compressors were locked-up so the unit is operating a 1/2 capacity
- The estimated cost to repair the 100 ton unit is \$25,000
- The estimated cost to replace the 100 ton unit is approximately \$140,000 with an 8-10 week lead time for delivery
- The estimated cost to replace the 25 ton unit is approximately \$23,000 with a 4 week lead time for delivery
- If the units are replaced, the Library will need to be closed to the public for 1-2 days as the building will not be air conditioned and a crane and equipment will be occupying a portion of the parking lot
- Both units use R22 refrigerant which will no longer be produced effective 2020
- The 25 ton unit is in relatively good shape (compressor 1 replaced in 2005, compressor 2 replaced in 2009, condenser coil replaced in 2009, blower replaced in 2014)

Following are the options to be considered:

1. Repair the 100 ton unit at a cost of approximately \$25,000 knowing that the existing 3 compressors are original equipment and schedule a [winter] replacement of both units between 2017 and 2019. The risk with this option is that other failures occur requiring further (possibly extensive) repairs prior to the anticipated 2017-2019 25 unit replacements.
2. Replace both units at once time this summer. To do so, we will have to solicit bids which will add a couple of weeks to the estimated 8-10 week lead time. Talking with Library officials, just before school starts (August 11) is a good time for a scheduled closure to replace the units. This gives us extra time to get the units in but does leave the Library vulnerable for much of the summer. If the 100 ton unit fails between now and the installation we will be in an emergency situation and forced to repair the unit in advance of the scheduled replacement. The earliest possible date the 100 ton unit can be expected is mid-June assuming we place the order in April.

I have asked Mike Thomas with Brasfield & Gorrie to draft the bid specifications for release immediately and a scheduled bid opening in April.

RESOLUTION NO. 2016-

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by MAS Fitness, LLC, to allow a cryotherapy facility at 2417 Montevallo Road.

ADOPTED: This 11th day of April, 2016.

Virginia C. Smith, Council President

APPROVED: This 11th day of April, 2016.

Lawrence T. Oden, Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 11, 2016, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk

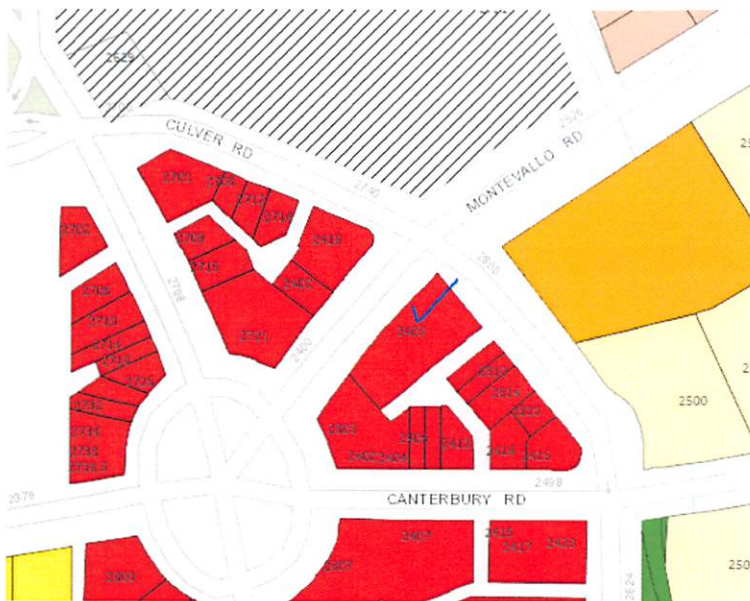


Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: April 6, 2016
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Conditional Use – Glacier Cryotherapy
2417 Montevallo Road (previous Marella)

The proposed conditional use is a cryotherapy facility. As may be seen in the attached letter of operational characteristics from the applicant, services are for one client at a time, sessions are between 15 and 30 minutes, 10-12 clients are anticipated per day, and only one employee will be present.

Given these parameters, the effect on street parking is anticipated to be minimal.



MAS Fitness LLC, dba Glacier Cryotherapy

MAS Fitness LLC, dba Glacier Cryotherapy, introduced the Vestavia Hills community to Whole Body Cryotherapy in September 2015 and is interested in bringing this exciting technology to the Mountain Brook community. Cryotherapy is a form of cold therapy, like an ice bath, but with none of the pain. A single session in the cryosauna only lasts 3 minutes, where temperatures reach as low as -300 degrees F.

Many college and professional sports teams are now using this technology for athletic recovery and treatment of injury (eg. University of Alabama, University of Georgia, New Orleans Saints, Texas Rangers, to name just a few). Well known orthopedic surgeon, Dr. James Andrews is on the advisory board of Impact Cryotherapy, the company that produces our cryotherapy chamber.

For the average person and amateur athlete there are many benefits: Increased metabolism, enhanced athletic performance, faster muscle recovery, pain management, skin rejuvenation through increased collagen production, and faster recovery from athletic injury. Medical studies have shown improvement of symptoms with clients who suffer from fibromyalgia, multiple sclerosis, depression, rheumatoid and osteoarthritis.

We would like to lease the commercial space at:

2417 Montevallo Road

Mountain Brook, AL 35233

Our proposed hours are: Monday through Thursday 7 AM-6 PM

Friday 7AM-4PM

Saturday 9AM-2 PM

We anticipate 10-12 clients per day, with each client visit lasting between 15-30 minutes each: New client's visits (30 min), existing clients (15 minutes). We do not anticipate a problem with parking, since the client visits are brief (only 3 minutes per cryotherapy session).

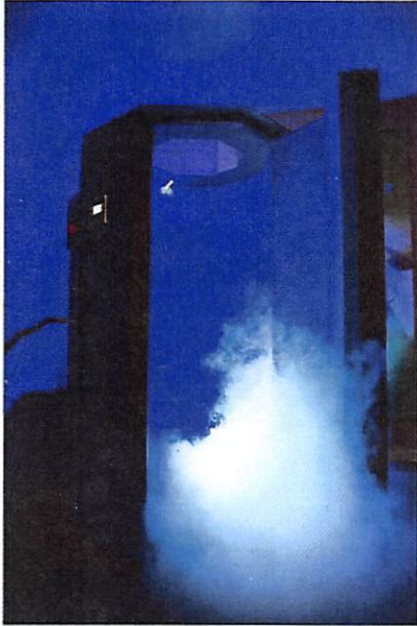
Only one employee will be operating the facility. There will be no personal training or fitness classes at this location, only cryotherapy.

We believe that the health and wellness aspects of this business would be a good fit for the Mountain Brook Village commercial district and will be a great addition to this community. For a more thorough explanation of our business please visit our website: www.glaciercryo.com. We appreciate your consideration!

FEEL THE CHILL

"Whole body cryotherapy is not just a very effective therapy, it is also pleasantly refreshing, psychologically enlightening, performance enhancing and improves self confidence."

Dr. Winfried PapenfuB, *Power From the Cold*



Cryotherapy is a form of cold therapy, like an ice bath or an ice pack but with none of the pain. Simply step into the cryosauna for 3 minutes, where temperatures reach as low as -300°. The skin, feeling the chill, sends signals to your brain that stimulates your body's regulatory functions, which causes the healing and restorative benefits. Schedule your appointment today!

Ask us about a FREE session!

Located in Anytime Fitness
1360 Montgomery Highway, Suite #120B
Vestavia Hills, AL 35216
(205) 332-2395
www.glaciercryo.com

FEEL THE CHILL



Increased Metabolism

Cryotherapy has been proven to increase your metabolism, which helps with weight loss.

Faster Muscle Recovery

Many professional athletes are using cryotherapy to help them recover from competition and intense workouts.



Pain Management

The cold temperature inhibits inflammation, resulting in a reduction of pain and swelling, as well as an improvement in joint mobility.

Skin Rejuvenation

Cryotherapy flushes out toxins and activates collagen production, leaving your skin with a radiant, firmer, more youthful look with fewer skin blemishes.



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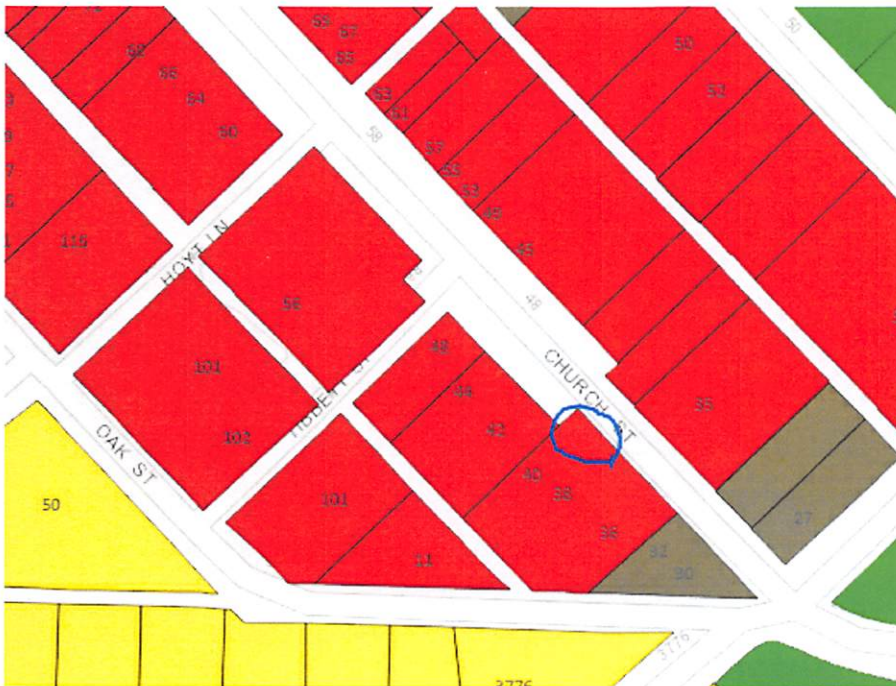


CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
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Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: April 7, 2016
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, Director of Planning, Building & Sustainability
RE: Balcony over Public Sidewalk – Steeple Arts office suite
36 Church Street – Crestline Village

The tenant at the Steeple Arts office suite intends to construct a second floor balcony across the front of the building. The balcony will be on private property, but will cantilever over a sidewalk that serves the public and is maintained by the City. While this project does not need council approval, the City Attorney recommends that an indemnification agreement be recorded (attached).



STATE OF ALABAMA)
JEFFERSON COUNTY)

INDEMNIFICATION and HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into between **Status Quo, LLC** (“Owner”) and the **City of Mountain Brook, Alabama**, an Alabama municipal corporation, hereinafter “City”, to provide for indemnification by Owner to the City with respect to the construction and use of a balcony which is proposed to extend over a public sidewalk.

WHEREAS, Owner owns the property and building located at 36 Church Street in the City of Mountain Brook, more particularly described on Exhibit A hereto (the “Property”) and;

WHEREAS, Owner has proposed the construction of a second floor balcony that will cantilever over and encroach into a sidewalk constructed and maintained by the City and used as part of the City’s public sidewalk system; and

WHEREAS, the City is supportive of Owner’s construction proposal and has agreed to issue a permit for such proposal, the plans for which are attached as Exhibit B, upon the condition that Owner indemnify and hold the City harmless from any claims that could arise from the construction and use of the balcony.

NOW THEREFORE, the parties agree as follows:

1. In consideration of the agreement and permission to construct and use the balcony to be constructed on the Property, Owners, their heirs, agents, successors, and assigns (herein collectively “Owners”) covenant and agree to indemnify, defend, save and hold harmless the City, its officers, agents, employees, successors, and assigns, (herein collectively “City”) from all claims, demands, suits, proceedings, expenses, civil and criminal penalties and fines, damages, losses, reasonable attorneys’ fees, and liabilities (collectively “Claims”) arising from the operation or use of the balcony on the Property. The existence of, or inadequacy of, insurance protection and coverage carried by Owners, in no way limits the indemnification agreement as stated herein.

2. This indemnification shall survive the cancellation, termination, or expiration of the agreement to use, revocable permit, and operation use term.

DONE and ENTERED into on this the _____ day of _____, 2016.

Owner

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

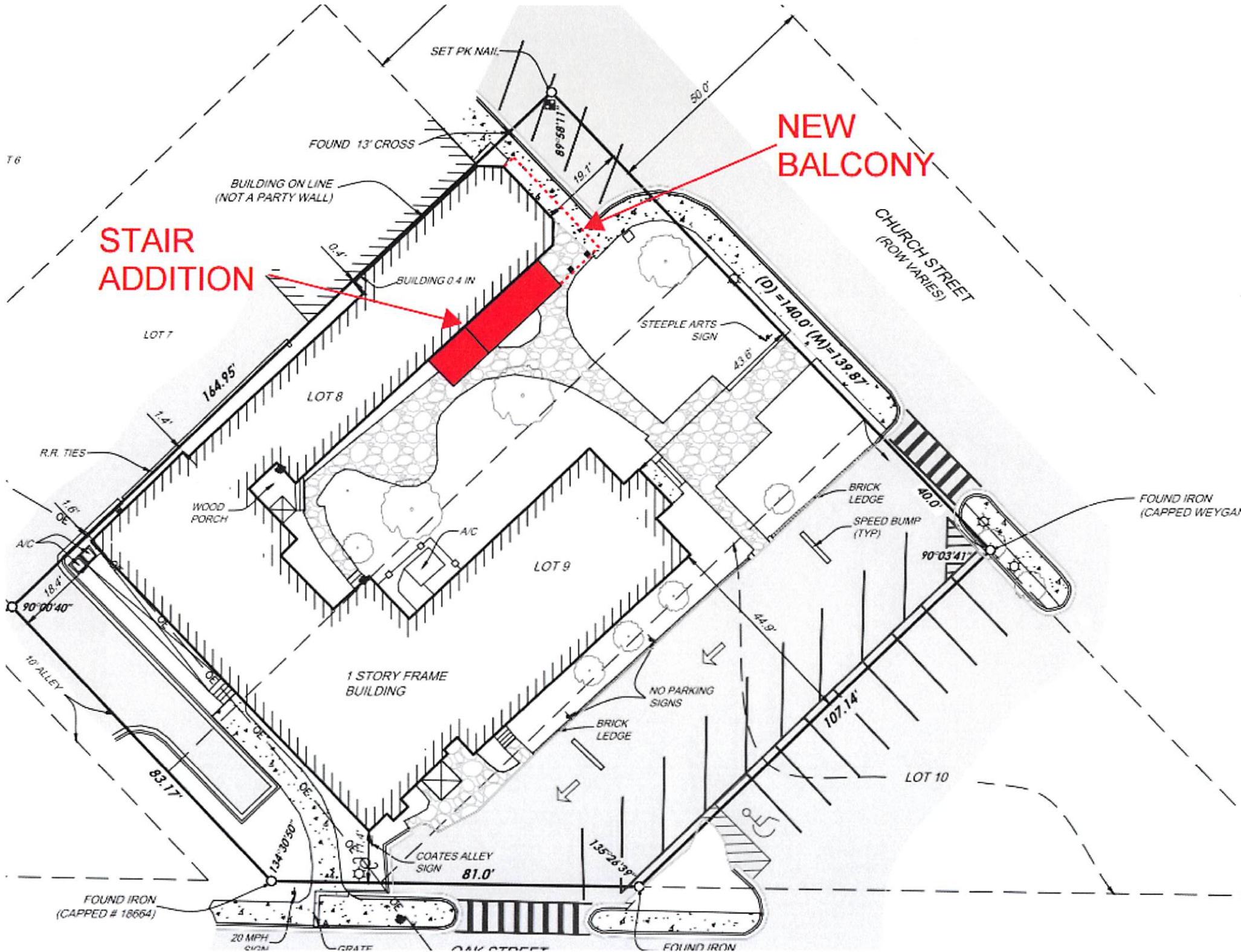
EXHIBIT "A"

PARCEL I:

Lots 8 and 9 and the Northwest forty feet of Lot 10, in Block 26, according to the Survey of Crestline Heights, as recorded in Map Book 7, at Page 16, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL II:

Lot 10, except the Northwesterly forty feet thereof, in Block 26, according to the Survey of Crestline Heights, as recorded in Map Book 7, at Page 16, in the Office of the Judge of Probate of Jefferson County, Alabama.



**STAIR
ADDITION**

**NEW
BALCONY**

CHURCH STREET
(ROW VARIES)

LOT 7

LOT 8

LOT 9

LOT 10

1 STORY FRAME
BUILDING

COATES ALLEY
SIGN

STEEPLE ARTS
SIGN

FOUND IRON
(CAPPED WEYGAM)

FOUND IRON
(CAPPED # 18664)

20 MPH
SPEED LIMIT

OAK STREET

FOUND IRON

BRICK
LEDGE

SPEED BUMP
(TYP)

BRICK
LEDGE

R.R. TIES

WOOD
PORCH

A/C

A/C

SET PK NAIL

FOUND 13' CROSS

BUILDING ON LINE
(NOT A PARTY WALL)

BUILDING 0.4 IN

NO PARKING
SIGNS

10' ALLEY

164.95'

50.0'

(D) = 140.0' (M) = 139.87'

43.6'

40.0'

90°03'41"

44.9'

107.14'

135°26'39"

134°30'30"

83.17'

90°00'40"

1.6'

18.4'

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SIDE ELEVATION



Church Street Elevation



36 CHURCH STREET

March 16, 2016

RESOLUTION NO. 2015-

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an encroachment agreement between the City and property owners Bill and Julia Shea of 2640 Canterbury Road, Mountain Brook, AL 35213 in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 11th day of April, 2016.

Council President

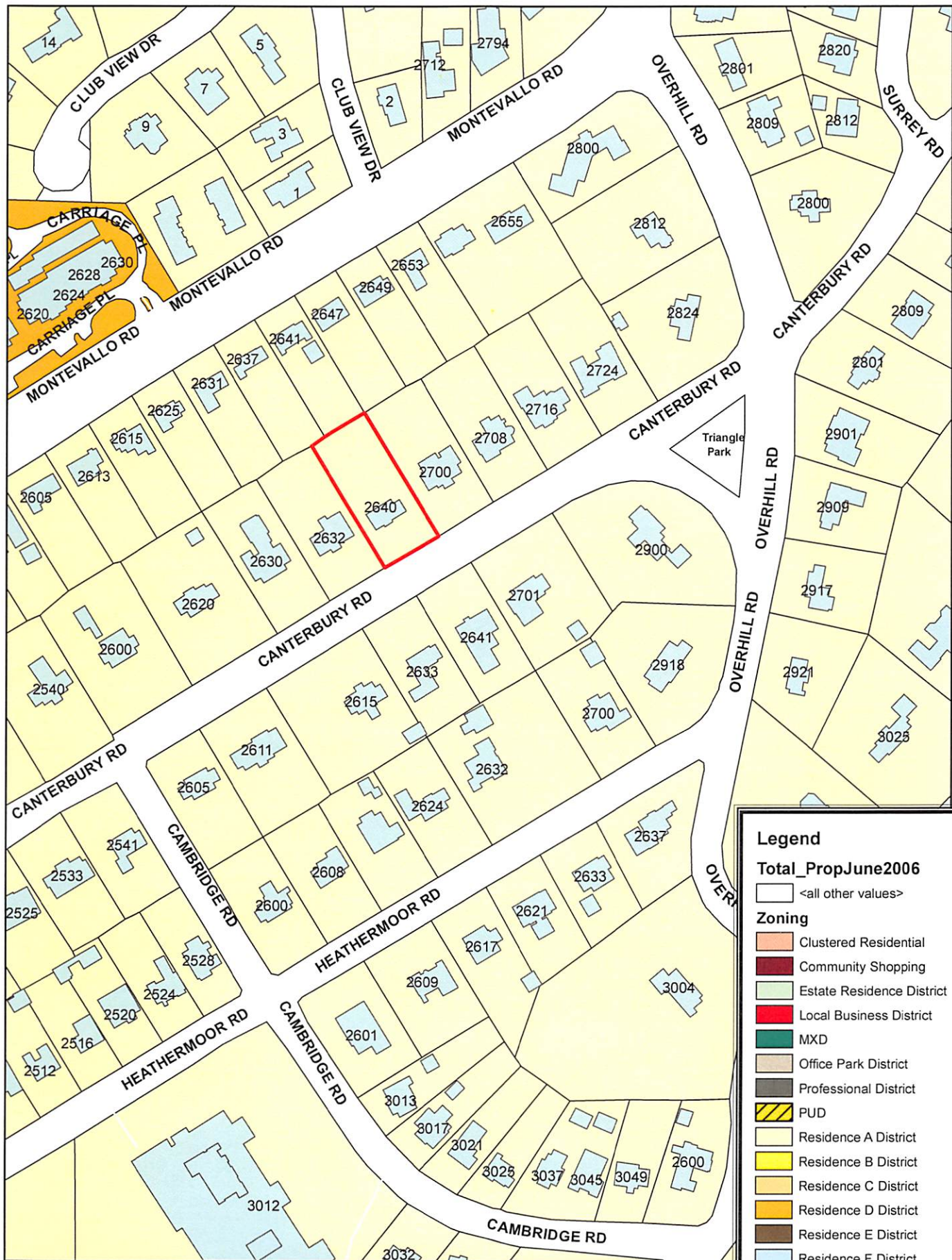
APPROVED: This 11th day of April, 2016.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on April 11, 2016, as same appears in the minutes of record of said meeting.

City Clerk

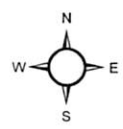


Legend

Total_PropJune2006
 <all other values>

Zoning

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



THIS INSTRUMENT PREPARED BY:

JEFFERSON COUNTY }
STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this _____ day of _____ 201_, by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and _____ (Owner(s) of Property requesting encroachment) Bill and Julie Shea (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 2640 Canterbury Road
Parcel ID #: _____
Legal Description _____

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee desires to install and maintain Describe Permanent Improvement that will Encroach on City ROW at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

Parking pull off and 2' tall stone wall

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching

Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:
City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

To the Licensee:

_____, AL 3_____

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(c) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(d) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(e) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

City Clerk

By: _____
Mayor

LICENSEE (if individual)

LICENSEE (if individual)

LICENSEE (if entity)

Name of Entity

By: _____

Its: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name 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/she executed same voluntarily.

Given under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name 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/she executed same voluntarily.

Given under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Entity)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name as _____ of _____, 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/she as such officer and with full authority, executed same voluntarily for and as the act of said entity.

Given under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires: _____

Aug 2014

EXHIBIT A – DEPICTION OF ENCROACHMENT AREA

See attached.

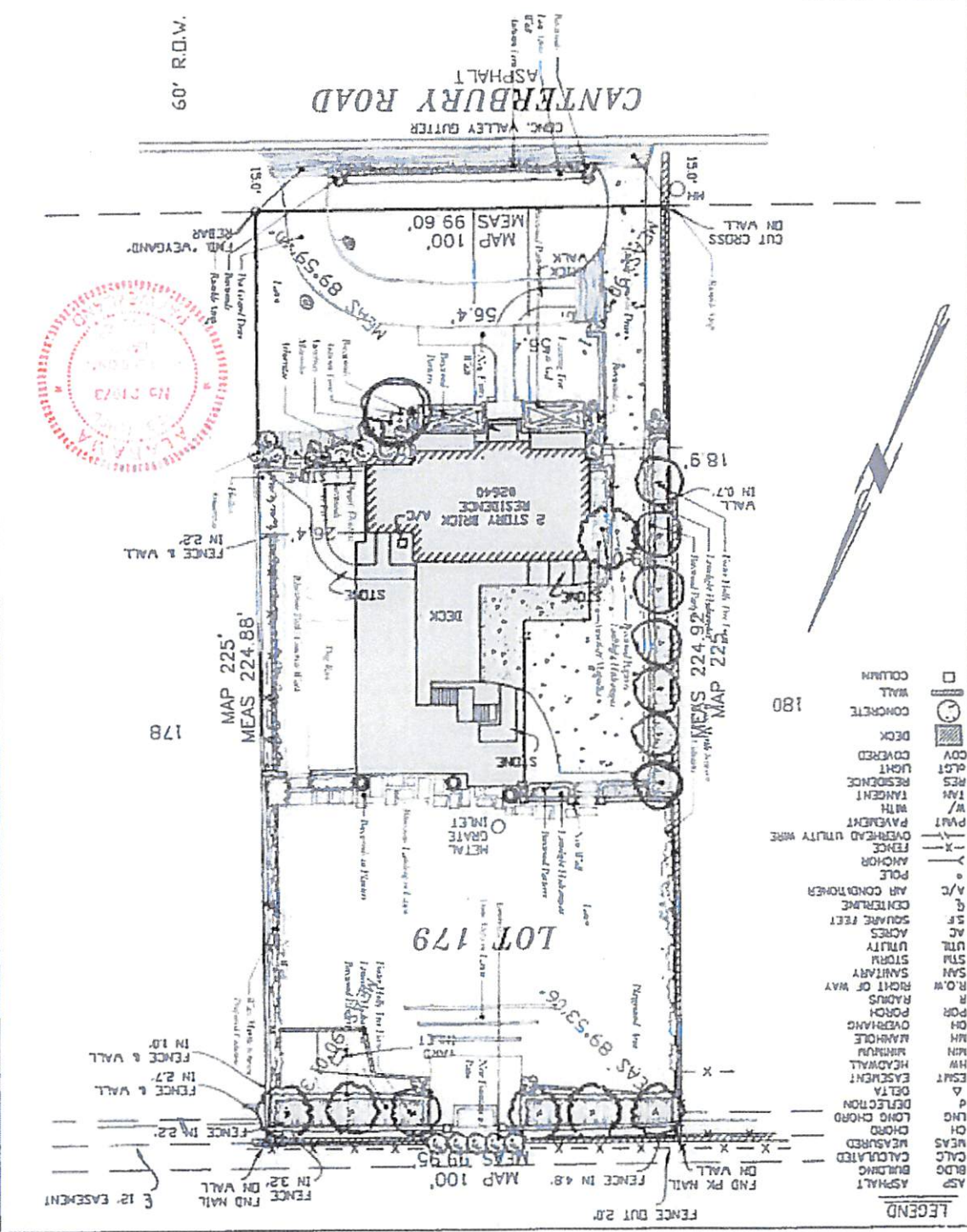
1. Ray Veigand a Registered Land Surveyor, hereby certifies to the purchaser of this property at the time that I have surveyed Lot 179, MOUNTAIN BROOK ESTATES, NEW COUNTRY CLUB SECTOR, as recorded in Map Volume 17, Page 49, in the Office of the Judge of Probate, Jefferson County, Alabama, that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown, that there are no existing or telephone wires (including wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, (visible on the surface) on or over said premises except as shown, that there are no encroachments on said lot except as shown and that improvements are located as shown above. 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 MAY 13, 2015. Survey made if not sealed in red.

Order No. 31997
 Purchaser: SHEA
 2840 CANTERBURY ROAD

Ray Veigand, Reg. L.S. #24973
 159 Outcrop Road, Homewood, AL 35209
 Phone: (205) 942-0088 Fax: (205) 942-0087
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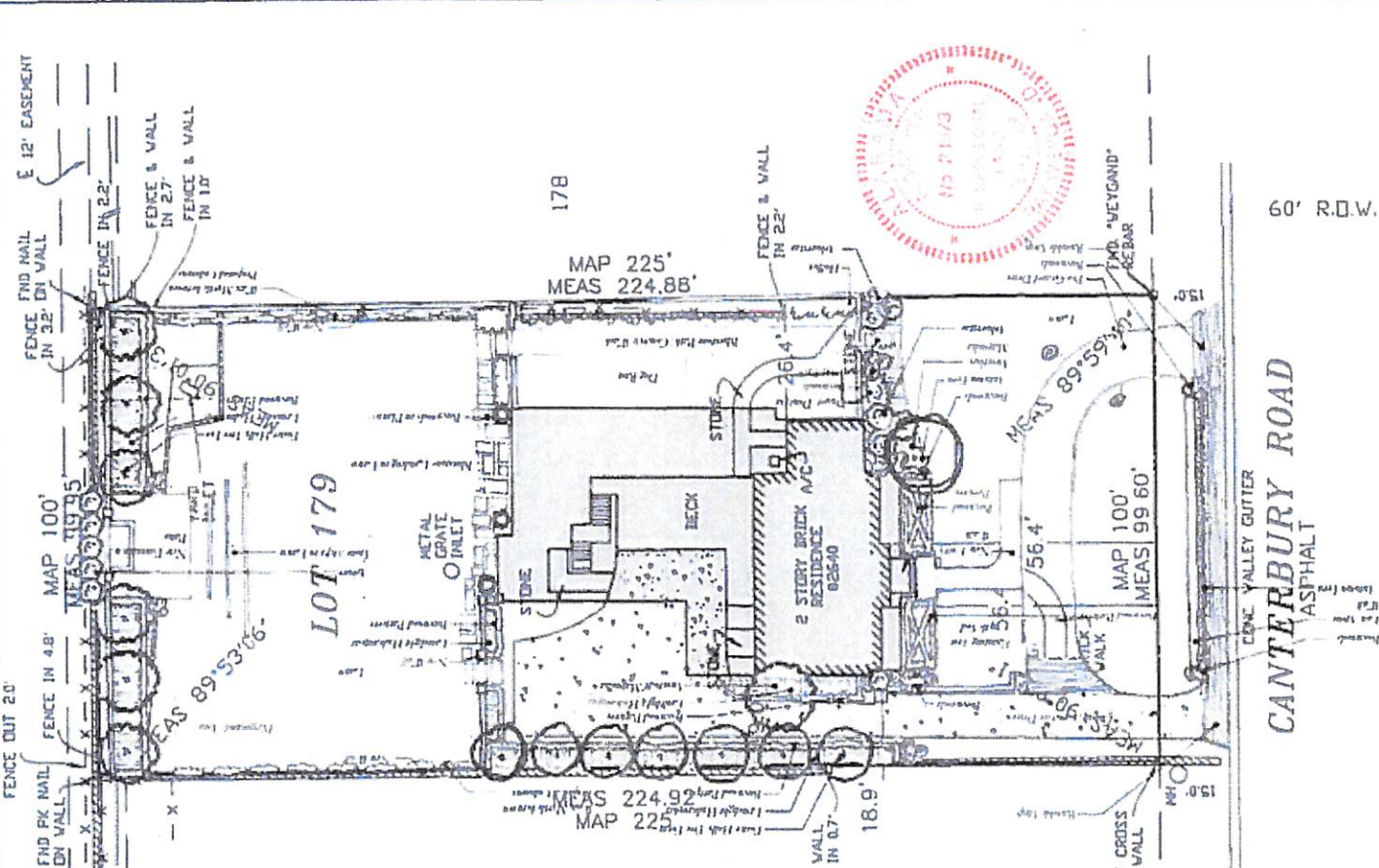
Note: (a) No search of the public records has been performed by this firm and land history was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deduced from map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, easements, or buried sites were not located unless otherwise noted. We do not look for underground portions or rip marks covers. (d) The shown north arrow is based on deed record map. (e) The survey is not transferable and is only good for 5 years and only good to the purchaser that pays for it at time of survey. (f) Easements not shown on record map are not shown above.

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



LEGEND

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LONG LONG CHORD
- DEFLECTION
- DELTA
- EASMT EASEMENT
- HEADWALL
- MIN MINOR
- MAJ MAJOR
- OVERLAP
- PORCH
- PCR
- R.R.W. RIGHT OF WAY
- RADIUS
- SANITARY
- STORM
- UTIL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- C. CENTERLINE
- A/C AIR CONDITIONER
- POLE
- ANCHOR
- FENCE
- OVERHEAD UTILITY WIRE
- PAVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- PLGT PLANT
- COV COVERED
- DECK
- CONCRETE
- WALL
- COLUMN



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

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 179, MOUNTAIN BROOK ESTATES NEW COUNTRY CLUB SECTOR, as recorded in Map Volume 17, Page 29, in the Office of the Judge of Probate, Jefferson County, Alabama, that there are no right-of-way easements or joint driveways over or across said land visible on the surface except as shown, that there are no electric or telephone wires (including wires which serve the premises only) or structures or supports therefor including poles, anchors and guy wires, (visible on the surface) on or over said premises except as shown, that there are no encroachments on said lot except as shown and that improvements are located as shown above. 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 MAY 12, 2015.
 Survey invalid if not sealed in red

Order No 31907
 Purchaser SHEA
 Address 2500 CANTERBURY ROAD
 Ray Weygand, Reg. L.S. #24973
 189 Oxnard Road, Homewood, AL 35209
 Phone: (205) 942-0080 Fax: (205) 942-0087
 Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown herein was not abstracted for easements or other rights-of-way, recorded or unrecorded. The parcel shown herein 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 based/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, easements or burial sites were not located unless otherwise noted. We do not look for underground sewers or 16" manhole covers. (d) The shown north arrow is based on clear-board map. (e) This survey is not transferable and is only good for 8 years and only good to the purchaser that pays for it at time of survey. (f) Easements not shown on record map are not shown above.