

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

**CITY COUNCIL CHAMBER (A108)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

NOVEMBER 27, 2023 5:45 pm

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 11272023).

1. Preliminary discussion of proposed PUD rezoning case (P-23-18) at 2900 Cahaba Road. (This will be a time when city staff will review with the city council the details of the proposed PUD)-Dana Hazen (See attached information. This item is on the formal agenda.)
2. Contract for painted brick sidewalks in English Village (6)-Ronnie Vaughn (See attached information. This item may be added to the formal agenda.)
3. Executive Session

P-23-18 (Senior Living PUD)

Petition Summary

Request to rezone a 4.90 acre property from Local Business district to Planned Unit Development (PUD) district for a senior living residential development with varying degrees of care.

Subject Property and Surrounding Land Uses

The subject property contains an office building and related parking. It has previously been known as the Union Carbide site, and sits on a hill overlooking Mountain Brook Village, but slightly below the adjoining Mountain Brook Plaza site and the Office Park campus.

On the adjoining property to the north is the LAH Sotheby's professional building; across S. Chester Road to the northwest and west are Brook Manor single family residences, Hampton Inn, and Mountain Brook Plaza shopping center. Adjoining to the south is Office Park, and to the east, across Cahaba Road, is Mountain Brook elementary school, and a mix of commercial uses in the village core with residential uses beyond.

Existing Zoning

The existing zoning of the subject site is Local Business district; being the zoning for the city's commercial core, allowing retail, office, and service uses.

Village Master Plan for Mountain Brook Village

As may be seen in attached *Land Use Policy Map*, the subject site is designated for future office use, and is contained in Special Policy Area 2. Special Policy Area 2 is primarily targeted at the Office Park campus, a cohesive circle of lots and buildings between Hwy 280 and Cahaba Road.

While the subject property is adjacent to Office Park, vehicular connections between the two properties are not present; the subject site is not connected to Office Park in any cohesive manner (neither topographically nor by roadway). Therefore, perhaps the subject site does not lend itself to being a unified part of Office Park proper. The *office use* designation for the subject site (established in the 2007 adoption of the Village Master Plan) was likely put forth to encompass the existing office building, and to be compatible with the adjoining Office Park District.

The office use designation of the Village Master Plan calls for businesses or services that primary support an *employment focus*. Residential uses are not anticipated by the office designation; however a use such as the proposed senior living facility (a blend of multi-family and employment-based business) is unique, and is therefore not anticipated in any category of the Village Master Plan.

Office Park Connection to Mountain Brook Village

There is a rough footpath between the adjoining Office Park properties and the subject property, which has been worn into the landscape by informal means (foot traffic cutting through from Office Park) for access to the subject site, and presumably the village beyond. As part of its review of the proposed PUD, the Village Design Review Committee has recommended that such a pedestrian connection be made part of the PUD development plan.

It should be noted that the Village Master Plan does call for a pedestrian connection between the Office Park lots to the immediate south and the subject property. The attached *Circulation and Urban Design Plan* of the Village Master Plan (sheet MVB-3-16), illustrates a pedestrian passage through the subject lot, as well as an “enhanced crosswalk” from the bottom of the subject site’s primary driveway across Cahaba Road (in front of Brick and Tin).

Village Master Plan Goals

While the proposed PUD does not perfectly align with the land use plan policy map (given the Office designation), it does align with the overall master plan goals for Mountain Brook Village with respect to:

- ✓ The provision of an employment based development, given that it will support 45 employees at a peak hour;
- ✓ The provision of new development around edges of the village, which contributes to the vitality of the village core;
- ✓ The provision of alternative residential formats that are needed to add viability to any future village-like development;

Excerpts from the Mountain Brook Village Master Plan are attached and pertinent sections have been highlighted.

Village Overlay District (Zoning Code)

The Village Overlay District governs village areas of the City as designated on the *Building, Development & Regulating Maps* of the overlay district. Generally speaking, the Village Overlay district provides regulations aimed at shaping the character and use of structures and improvements within the villages, to promote and preserve the unique character of each village, and to encourage pedestrian use of each village.

As may be seen on the attached *Building, Development & Regulating Map* for Mountain Brook Village, the subject site is located within the area governed by the *Village Overlay*. However, said map specifically excludes the subject site from the requirements of the village overlay, indicating that it is “governed by base zoning standards only,” which in this case is Local Business district.

An interpretation of this exclusion from the Village Overlay Standards is such that, if the site were to be redeveloped as a commercial project, the proposed development plan would only be measured against the basic Local Business district zoning standards (and not by the Village Overlay district standards).

Also, given any approval of any rezoning of the subject property, development of such would only be governed by the PUD district regulations, and not by any base zoning district noted in the PUD application, nor by the Village Overlay district standards.

General Purpose and Applicability of a Planned Unit Development (PUD)

Sec. 129-261. - Purpose and applicability.

“The Planned Unit Development (PUD) district is designed to permit flexible development of projects which are comprehensively planned as a single development with a functional master development plan which fully considers the entire site as an integrated project and gives broad consideration to impacts and relationships to surrounding areas. The PUD district permits flexibility in locating buildings, mixtures of building types and land uses, and open spaces.

The PUD plan shall encourage more efficient development and use of land which results in one or more of the following benefits to the general public *that could not be gained under standard zoning districts*, such as:

- a. Reduced negative aesthetic and environmental impacts from buildings and site development facilities, including better management of or reduction in the environmental impacts of development on the surrounding community;
- b. A better relationship between buildings, streetscapes, and public or common open spaces, resulting in an integrated community character that considers extensions and transitions to adjacent areas, as well as relationships to the particular characteristics of the site;
- c. Less burden of traffic on streets, roads, and highways, including better pedestrian accommodations and connections; or
- d. Exemplary design of buildings and civic spaces which reinforces and complements the existing character of surrounding areas.

In recommending the permitting of such flexibility, the City Council should consider policies or goals in the City’s Village Master Plan (*such as the pedestrian connection noted in previous report section*) and other broad public benefits demonstrated in a master development plan. The City Council may attach conditions to a master development plan proposed for a PUD to safeguard the public health, safety, and general welfare.”

Base Zoning Districts Required

The PUD zoning standards require that any project application to rezone to PUD shall denote a *base zoning district* as part of the PUD application; this is in order to provide a “jumping off point” for the sake of comparing the proposed development plan to that of another similar base zoning district allowed by the City’s zoning code.

Section 124-264 of the PUD zoning regulations indicates that the proposed project shall generally meet the standards of the applicable base zoning district included in the master site plan with regard to:

- Spacing and setbacks of buildings and structures
- Building Height
- Number of Stories
- Parking and parking design requirements
- Density

For the subject rezoning request the applicant has designated Residence G district as the base zoning district.

*** See *Comparative Analysis*, pages 26-30 (of 120) for a summary of how the proposed PUD aligns with the above list of base zoning district standards for its stated base district of Residence-G.

Modifications from the base zoning district requirements may be made through a proposed PUD master development plan, and deviations from the base zoning district standards (and the reasons for deviations) shall be noted in the PUD application. The planning commission may recommend and the city council may approve arrangements that better meet the purposes of this district or any applicable village master plan.

Also, depending upon the density of the proposed PUD and the types of uses proposed for the PUD, the planning commission may recommend and the city council may require modified building setbacks for any yards, along with the installation of buffers, walls, hedges, shrubs, trees, and other designed transitions as is deemed necessary and appropriate for the preservation of the character of other property in the vicinity of the PUD.

Proposed Project Scope

The proposed development consists of 166 residential units. providing varying degrees of care for seniors 55 years of age and older. The community is designed to suit a variety of lifestyles and provide a range of assistance including independent living, assisted living, and specialty care assisted living, commonly known as “memory care.”

In order to provide a full continuum of care and a true “age in place” community, the proposed project will offer 102 independent living (IL) units, 32 assisted living (AL) units, and 32 memory care (MC) units. All of the units will be for rent only and not for sale. The proposed buildings are designed for a multitude of uses including residential, healthcare, dining, hospitality, and recreation. See attached narrative from the applicant for a detailed account of the proposed operations, including proposed amenities, services, and staffing.

Proposed Land Uses

The overall site layout may be seen in the proposed sheet C100 (page 17 of 120) *Overall Site Plan*.

Building Improvements

The development is proposed on somewhat of an “island” at the top of a hill, with a u-shaped set of attached structures. Surface and structured parking is proposed throughout the project. There are four story and five story building components proposed. Outdoor amenities are provided throughout the project as well.

Means of Access

Primary access to the facility is from Cahaba Road. Secondary access is from S. Chester Road (to the northwest) via a recorded access easement across Lot 1 (LAH Sotherby’s site).

Density

The base zoning district, Res-G, allows up to 12 units per floor per acre. The proposed density is 8.37 units per floor per acre.

Building Height

Even though this site is not governed by the Village Overlay standards, for the sake of comparison Section 129-552 of the Village Overlay district indicates the following height limitations for stacked flats (multi-family residential) in the villages:

- Stories: 3
- Building height (at eave): 36 feet
- Roof structure, pitched 5:12 or more: maximum additional 10 feet in height above eave
- Roof structure, pitched 14:12 or more: maximum additional 16 feet in height above eave
- Max building height: 46 feet at ridge

Proposed building heights:

- Stories: 4 and 5
- Building heights (at eave): 66-86 feet
- Roof structures, pitched 6:12 or more: additional 13 feet in height above eave
- Roof structures, pitched 8:12 or more: additional 14 feet in height above eave
- Roof structures, pitched 12:12 or more: additional 24 feet in height above eave
- Max building height: 80-90 feet at ridge

Open Space

Due to the elevated topographic nature of the subject site (being somewhat of an “island” apart from and above the pedestrian core of Mountain Brook Village) the open space provided in this PUD plan is not adaptable for the benefit of the general public (as is the intention of the Village Overlay district). The open space amenities proposed herein are located primarily to the rear (south) of the building and are designed to be used by residents and guests.

Parking

What's required for Res-G District?

The minimum off-street parking required for Res-G:

- 2 spaces/dwelling unit
Exception: Projects over 20 dwelling units, and which may have a substantial mix of dwelling units which could be designed for families with fewer than two vehicles may propose an alternative parking ratio. The proposal for a reduced rate shall be based on demonstrated and convincing market and demographic data regarding the parking demand per each dwelling type included in the mix. Approval of an alternative ratio is in the sole discretion of the city council, based on a recommendation of the planning commission. *(the proposed PUD would be required to have 332 spaces per this formula, for standard multi-family housing).*
- Visitor parking when 11 or more units: 5 spaces plus 0.25 spaces for each unit exceeding 10. (10.5 spaces in this case) *(the proposed PUD would be required to have 38 visitor spaces per this formula).*

What's proposed in the Senior Living Footprint?

Given that many of the intended senior residents (Assisted Living and Memory Care) are not anticipated to be drivers, 167 parking spaces are proposed for use by residents of IL (independent living), staff, and visitors. The proposed parking breakdown is as follows:

- 102 (1 stall per IL unit) + 45 for use by peak hour staff + 20 for visitors.

*** See page 8 (of 120) for the parking ratios of other Dominion Partners senior living projects already established in the following communities: Fleming Farms, Franklin, Sandy Springs, and Fairhope.

Pattern Book

Pages 31-40 (of 120) illustrate the proposed architectural styles and materials to be used for the facility, such as treatment of building facades, brackets, doors, windows, exterior lighting, chimneys, trim, and siding, and roofing.

In its review of the proposed project, VDR has recommended:

- Break down the appearance of the building scale with materials;
- Use darker finishes;
- Mix in another architectural style; change roof line in places.

Landscape Plan

See Sheet L-8.1 (page 22 of 120) for the proposed landscape and planting plan, which indicates the placement of new trees and shrubs, as well as areas where existing trees are to remain (primarily along the eastern border of the property). The landscape plan also includes a species list (natives and non-natives), the intent of which is to allow flexibility among the listed items.

It is anticipated that this landscape plan is to be reviewed by the city's Board of Landscape Design, with suggested recommendations incorporated into the proposed PUD plan in mid-November for review by the planning commission and city council at later public hearings of the PUD application.

Slope Work Outside Property Boundary

At the south end of the property there is a notation for work to be done (landscape/drainage/grading) outside of the subject property boundary. The intention is to alter the grade of the upward slope between the subject property and the office park parking lot to the south, in order to negate the need for a 12' high retaining wall. Current grade in this area is approximately 3.5 to 1 and is proposed to be reshaped to 2:1. The adjoining property owner and the subject property owner are one in the same, but this particular slope area is not the subject of rezoning for this application.

In its review of the proposed project, BLD has recommended that a plan for re-planting of the slope on the adjoining property to the south (in Office Park) be included in the PUD, as well as a proposed instrument for recordation (deed restriction or covenant) regarding the maintenance of the re-graded slope in future.

What does the Zoning Code say about Requiring Buffers in Conjunction with Rezoning?

Section 129-296, Buffers:

In cases in which a buffer, a green belt or a privacy fence is recommended by the planning commission or required by the city council (between subject and adjoining parcels), the following shall constitute the minimum requirements therefore, unless otherwise specified in individual cases:

"Buffers and green belts. For a buffer or green belt, a planted strip of land at least 15 feet in width, composed of living deciduous or evergreen trees spaced not more than 10 feet apart, and at least one row of dense evergreen shrubs spaced not more than 5 feet apart, all of which shall be maintained in perpetuity by the property owner who is required to establish such buffer or green belt, or his heirs, successors or assigns."

*** Given the topographic nature of this site (either high above Cahaba Road and adjoining property to the north, or below adjoining properties to the west and south) any newly established shrub buffers would likely not have the typical "buffering effect" on adjoining properties. The primary buffering system available to this applicant is the leaving (*not leafing!*) of existing mature trees.

Sidewalks

The Res-G district requires the following for sidewalks:

"Sidewalks of not less than five feet in width shall be provided between any parking area and the building or buildings which they serve, and there shall be a curb between all parking areas and any adjacent sidewalk."

Sheet L-1.1 (page 21 of 120) indicates a proposed sidewalk interior to the project, along the proposed primary entrance drive from Cahaba Road. However, as far as connectivity, there are no existing sidewalks along the west side of Cahaba Road between the subject site and Brook Manor Drive; nor is there a crosswalk for pedestrians from the subject side of Cahaba Road to the sidewalk along the east side of Cahaba Road (at the intersection of Culver Road).

City Fire Department Access/Review

According to the city's Fire Marshal, the applicant has been working with the Fire Department on access to the property, as well as other design components of the PUD project which will enhance emergency response and safety. At this time the Fire Marshal has indicated that he is satisfied with the overall site design, and will continue to work with the applicant on enhancing details which will promote safety.

Traffic Study

The *Traffic Study* is attached for review (Appendix C, pages 49-96 of 120). Levels of service (both existing and projected) appear to be above the acceptable range for both morning and afternoon peak hours, with some variation between existing and proposed at the intersection of Cahaba Road/Culver Road (highlighted in yellow below):

Table 1 – Intersection Capacity Analysis – Existing Conditions

Intersection (Traffic Control)	Approach/Movement	Level of Service	
		AM Peak Hour	PM Peak Hour
Brook Manor Drive at Cahaba Road (<i>unsignalized</i>)	Brook Manor Drive (eastbound)	B	B
	Cahaba Road (northbound left)	A	A
	Cahaba Road (southbound)	-	-
Chester Road at Brook Manor Drive (<i>unsignalized</i>)	Brook Manor Drive (eastbound)	A	A
	Chester Road (northbound left)	A	A
	Brook Manor Drive (southbound)	-	-
Cahaba Road at Heathermoor Road (<i>unsignalized</i>)	Heathermoor Road (westbound)	B	C
	Cahaba Road (northbound)	-	-
	Cahaba Road (southbound left)	A	A
Cahaba Road at Culver Road (<i>signalized</i>)	Culver Road (eastbound)	C	A
	Culver Road (westbound)	C	A
	Cahaba Road (northbound left)	A	A
	Cahaba Road (southbound left)	A	A
	Overall Intersection	A	A

Table 3 – Intersection Capacity Analysis – Future Conditions

Intersection (Traffic Control)	Approach/Movement	Level of Service	
		AM Peak Hour	PM Peak Hour
Brook Manor Drive at Cahaba Road (<i>unsignalized</i>)	Brook Manor Drive (eastbound)	B	B
	Cahaba Road (northbound left)	A	A
	Cahaba Road (southbound)	-	-
Chester Road at Brook Manor Drive (<i>unsignalized</i>)	Brook Manor Drive (eastbound)	A	A
	Chester Road (northbound left)	A	A
	Brook Manor Drive (southbound)	-	-
Cahaba Road at Heathermoor Road (<i>unsignalized</i>)	Heathermoor Road (westbound)	B	C
	Cahaba Road (northbound)	-	-
	Cahaba Road (southbound left)	A	A
Cahaba Road at Culver Road (<i>signalized</i>)	Culver Road (eastbound)	A	A
	Culver Road (westbound)	A	A
	Cahaba Road (northbound left)	C	C
	Cahaba Road (southbound left)	C	C
	Overall Intersection	A	A
Chester Road at Site Access #2 (<i>unsignalized</i>)	Site Access #2 (westbound)	A	A
	Chester Rad (northbound)	-	-
	Chester Road (southbound)	A	A

Traffic Study Conclusions (Page 63 of 120)

Eight conclusions are summarized at the end of the traffic Study Report, with the final statement being:

“The results indicate future conditions would be similar to existing conditions. The study intersections would continue to operate with acceptable levels of service during the morning and afternoon peak hours under future conditions.”

Commencement/Completion

Section 129-266 of the Zoning Code requires that construction of a PUD commence within one year of approval by the City Council and must be completed by the time schedule approved by the council in the PUD zoning document. Here is the proposed timeline:

- Commence June 2024
- Complete within 20-24 months from commencement

Recent Background

Planning Commission

On November 6, 2023, the Planning Commission recommended approval of the rezoning to PUD as submitted (no changes).

Board of Landscape Design

On November 7, 2023 the Board of Landscape Design met with the applicant and recommended to the applicant that an existing tree survey be done on the slope facing Cahaba, and that the tree survey denote tree that were to be removed in conjunction with the construction of the northeast wing of the proposed building.

Also, it was recommended that a plan for re-planting of the slope on the adjoining property to the south (in Office Park) be included in the PUD, as well as a proposed instrument (deed restriction or covenant) regarding the maintenance of the re-graded slope in future.

Village Design Review

On November 16, 2023 the Village Design Review Committee made the following recommendations to the applicant:

- Retention of trees along Cahaba Road is essential; landscaping will help camouflage the parking garage. The architectural appearance of the building is important when foliage is gone.
- Break down the appearance of the building scale with materials.
- Use darker finishes.
- Mix in another architectural style; change roof line in places.
- A PUD should provide a public benefit; develop a trail system around the facility to promote connectivity from Office Park to the village (this aligns with the goals of the Village Master Plan adopted in 2007).
- Driveway has a steep grade for a sidewalk/walking trail – difficult for elderly to maneuver; would an elevated crosswalk be a solution?
- Connectivity from the bottom of the driveway to the village is important; sidewalk on south side of Cahaba Road should be installed to connect to existing sidewalk along Cahaba Road at the Brook Manor Drive; or a crosswalk might be installed at the subject drive, crossing to the north side of Cahaba Road.

Affected Regulations

Article XVI, Planned Unit Development District

Article XXX, Residence G District

Article XXXI, Village Overlay Standards; Section 129-552(b), Permitted Uses and Building Type

Article XXXI, Village Overlay Standards; Section 129-553, Building Typology Standards;

Article XXXI, Village Overlay Standards; Section 129-557, Building and Development Regulating Plan, Overton Village

Article XXV, Amendments

Appends

LOCATION: 2900 Cahaba Road

EXISTING ZONING DISTRICT: Local Business

PROPOSED ZONING DISTRICT: Planned Unit Development (PUD)

OWNER: MT Office Park, LLC

AGENT: Dominion Senior Living of Birmingham, LLC

Application For:

PUD Rezoning Request

For

Mountain Brook Senior Living

A Planned Unit Development

October 20, 2023

Applicant:

MTB Office Park, LLC
2900 Cahaba Rd
Mountain Brook, AL 35223

Applicant:



Dominion Senior Living of Birmingham, LLC
1200 Corporate Drive | Suite 225
Birmingham, AL 35242

Prepared by:



730 Peachtree St NE, Suite 680

Atlanta, GA 30308

Telephone: 678 590 3200



Planning Commission Application PART I

Project Data

Address of Subject Property 2900 Cahaba Road, Mountain Brook, AL 35233

existing Local Business District

Zoning Classification proposed - PUD

Name of Property Owner(s) MTB Office Park, LLC - Ladd Tucker

Phone Number 205-410-6806 Email ladd@laddmgt.com

Name of Representative Agent (if applicable)

Dominion Senior Living of Birmingham, LLC - Withers Poellnitz

Phone Number 205-776-6086 Email wpoellnitz@dpilc.com

Name of Engineer or Surveyor Live Oak Engineering - Ben Watson

Phone Number 205-492-3643 Email ben@liveoakengineering.com

☒ Property owner or representative agent must be present at hearing

Plans

☒ See applicable Section of the Zoning Ordinance for submittal requirements pertaining to your particular application. Applicable Code Section may be found in Part II, list of application types. Contact City Planner with any specific questions as to required plans submittal.

Project Team and Contact Information

<p>Developer/Buyer:</p> 	<p>Dominion Senior Living of Birmingham, LLC 1200 Corporate Drive Suite 225 Birmingham, AL 35242 205.776.6086 R. Withers Poellnitz wpoellnitz@dpllc.com</p>
<p>Designer:</p> 	<p>Nequette Architecture and Design 2227 2nd Ave N Birmingham, AL 35242 205.329.7001 Louis Nequette louis@nequette.com</p>
<p>Civil Engineer:</p> 	<p>Live Oak Engineering 2509 7th Ave S Birmingham, AL 35242 205.492.3643 Louis Nequette ben@liveoakengineering.com</p>
<p>Surveyor:</p> 	<p>Ray and Gilliland, P.C. 122 North Calhoun St Sylacauga AL, 35150 256.245.3243</p>
<p>Architect:</p> 	<p>Rosemann and Associates 730 Peachtree St NE Suite 680 Atlanta, GA 30308 404.365.7600 Jon Hundley jhundley@rosemann.com Nathan Rosemann Don Rosemann</p>
<p>Landscape Architect.</p> 	<p>Ironwood Design Group 426 S Atlanta St Roswell, GA 30075 404.590.1880 Ming Zhao Ming.zhao@ironwooddg.com</p>

Table of Contents

Cover Sheet

Planning Commission Application

Project Team and Contact Information

Table of Contents

Project Narrative.....	5
Vicinity Map.....	10
Land Use Plan.....	11
Architectural Plans and Elevations.....	12
Development Plan.....	17
Survey.....	18
Demolition Plan.....	19
Grading & Drainage Plan.....	20
Conceptual Landscape Plans.....	21
3-D Renderings.....	23
Comparative Zoning Analysis.....	26
Pattern Book.....	31

Appendix List

Appendix A Owner Authorization Statement.....	41
Appendix B.....	44
Sec. 129-264 Area and Dimensional Requirements	
Sec. 129-433 Basic Requirements for Application for Rezoning	
Appendix C Traffic Study.....	49
Appendix D Title Commitment.....	97

Project Narrative

The proposed project is a luxury senior living community consisting of 166 total units on approximately 4.90 acres. A “senior living community” is a general term for the different types of housing providing varying degrees of care for seniors 55 years of age and older. In Dominion Partners’ previous developments, however, the average age of new residents is approximately 82 years old.

Senior living communities are designed to suit a variety of lifestyles and provide a range of assistance including independent living, assisted living, and specialty care assisted living, commonly known as “memory care.” In order to provide a full continuum of care and a true “age in place” community, the proposed project will offer 102 independent living (IL) units, 32 assisted living (AL) units, and 32 memory care (MC) units. All of the units will be for rent only and not for sale. Medicare and Medicaid do not provide rental assistance for any category of living in these types of communities. Instead, all of the residents use personal disposable income, applicable long term care insurance, or wealth to make rental payments each month.

The purpose and intent of senior living is to enable seniors to maintain as much independence, individuality and autonomy as possible, provide them with support and assistance when they need it, and enhance their lifestyle, dignity and joy of life. One of the major benefits offered by luxury senior living communities is an active, socially engaging lifestyle. Engaging in social activities and group events while learning new skills enables seniors to bond with new friends while promoting physical and mental health. Residences available at the property will include three types:

Independent Living (IL): Independent living is specifically designed for more active, self-reliant seniors who desire a maintenance-free lifestyle and the social benefits of living in a community with other seniors. Although most of the seniors who live in an IL setting require little if any assistance or daily care, supportive services are available around the clock and provided in emergency situations. Unlike AL and MC units, IL units do not require a state license to operate.

Assisted Living (AL): Assisted living is offered to seniors who need help with one or more activities of daily living (ADLs) such as medication administration, meal preparation and dining, bathing, dressing, mobility, and toileting. State licensure from the Alabama Department of Public Health is required to provide AL services to appropriate residents and a licensed administrator, certified nurses, and trained staff provide care and assistance.

Memory Care (MC): Memory care is available to residents who require cognitive support due to dementia. The entire memory care residence and outdoor courtyard are secure and monitored to ensure resident safety. State licensure and a Certificate of Need (CON) are required for every memory care resident unit in the project.

Age in Place

Following the age-in-place model, a resident could first move into one of the IL residences. Eventually the resident may require assistance with ADLs, so he or she could move into an AL residence. If cognitive assistance and support are required, the resident could move into one of the MC units. Should one spouse require additional care, the independent spouse will have the comfort and convenience of being nearby in the same community. Trained staff interact with all residents regularly and frequently, developing relationships and trust with them and their families. These relationships help make transitions within the community smoother, more natural, and less stressful for the resident and family.

Services and Amenities

The services and amenities provided in these communities promote wellness, socialization, a high quality of life, convenience, mental stimulation, spiritual expression, artistic exploration, and entertainment in senior-friendly surroundings. All residents are encouraged to use and participate in any of the amenities or services that are offered. Some of the services and amenities available to all residents that will be included in the proposed building include:

- 24-hour emergency response system with on-site monitoring and daily check in
- Access to on-site physical, occupational and speech therapy
- Licensed nurse on-site 24 hours a day, seven days a week for AL and MC
- Innovative lifestyle programming providing social, educational, fun and healthy activities, events and outings
- Scheduled transportation to area shopping and local appointments
- Medication assistance and management for AL and MC
- Luxuriously landscaped and well-appointed outdoor spaces with walking paths throughout
- Fitness center with indoor aerobic exercise pool
- Courtyards, village greens, and lawn games
- Patios or balconies in most IL apartments
- Luxury finishes and fixtures
- Weekly cleaning and laundry service
- White-linen upscale and laid-back casual dining experiences
- Salon/Barbershop offering hair styling, manicure and pedicure services
- Movie theater
- Library and computer center
- Concierge service
- Garage parking under the building

Due to the varying levels of care and assistance required among the three categories of residents, it is operationally safer and more efficient to design the building with “wings” that cater to the specific needs of each resident in the least restrictive and most beneficial environment. This provides numerous advantages including but not limited to these:

- The MC wing and courtyard are secure and monitored to prohibit residents from wandering
- Nurse stations in the AL and MC wings are optimally located for close proximity to each unit and resident
- Resident drop-off areas are strategically located within sight and easy reach of staff in case the resident needs assistance getting from the car to the facility
- Dining venues are intentionally designed for each wing to provide comfortable and elegant meal experiences
- Outdoor courtyards and patios conducive to the needs of each resident type are situated at easily accessible locations
- In Dominion Partners’ previous developments, the central area of the building is the hub of activity for the community at large, providing features, services and amenities for all residents to enjoy

Staffing

Architecturally and operationally, senior living communities include a plethora of features that make them truly unique developments. The buildings must be designed and operated for a multitude of uses including residential, healthcare, dining, hospitality, and even a little bit of country club. Due to the complexities of the overall design and operations of a luxury senior living community, the staffing that is required is significant. The staff can be broken into a handful of subgroups:

- Administration – Executive Director and Financial Services
- Marketing – Includes Director of Sales and Marketing and staff
- Resident Services – Resident Services Director, Lifestyle Director, Fitness Coordinator, Transportation, Concierge, Security Officer and other staff employees that help fill the residents' schedule with activities
- Healthcare – Nurses, Med-Techs, and Care Associates
- Dining – Cooks, Servers, and Kitchen Staff
- Environmental Services – Housekeepers and Engineers/Maintenance Techs

Employees

Associates at senior living communities receive emergency training during orientation, annually, and as needed. An Emergency Policies and Procedures manual is prepared in anticipation of any emergency, and a step-by-step guide is followed. If an accident or illness does occur, the trained staff will evaluate whether emergency services should be called. At past projects, emergency vehicles typically pull into the IL drop-off, which in this case would be accessed from the motor court shown on the site plan. Typically, the senior housing operator will establish a relationship and protocol with the local EMS that will allow the operator to tell the local EMS whether the lights and/or sirens should be active at arrival. This helps prevent unnecessary sirens from disturbing other residents and nearby neighbors if it can be avoided.

Site Description

The location of the subject property is perfect for a senior living community. Convenient access to doctors' offices and medical care is important to seniors and senior living communities, and with such easy access to Highway 280 there are multiple major hospitals within minutes of the site. With Mountain Brook Village adjacent to the site, residents will have many dining and shopping options just outside their front door.

Senior housing communities are some of the lowest impact real estate developments there are. Traffic studies show that these communities have a much lower traffic count when compared to similar size projects on the residential or commercial side. Due to the inherent nature and habits of the residents there is no appreciable noise impact on the community. Lighting on the property is understated and purposeful; residents keep early hours and prefer ground-focused, clear light that does not intrude into their homes or create undue glare upon approach or from within.

Construction is proposed and projected to begin in June 2024 and will take approximately 20-24 months. There will be no phasing of the construction – everything will be built at once.

Parking Ratios

See chart below for parking ratios on recent (planned and operational) projects of similar scale and use. We've developed a parking evaluation on these sites based on historical data. We accommodate 0.9 stalls per unit for the site totals. The IL units require 1/ unit on average and the remainder of the stalls accommodate staff and visitor needs, since those residents do not drive. The outlier below is Fleming Farms, where the municipality's off-street loading regulated parking ratios. That site is 100% occupied and has an excess of 40 stalls at any point during the day. Fairhope is slightly higher than Franklin and Sandy Springs because we also have 20 cottages that have their own garages, but we thought a few might still drive to the main facility during meal times. Peak staff in Mountain Brook will be around 45 people. So, 1 stall per IL unit (102 total) + 45 staff stalls equals a total of 147 stalls, which leaves a minimum of 20 stalls available for visitors. Functionally, that's in excess of what we've found to work in recent experience.

Parking Counts

	<u>Fleming Farms</u>	<u>Franklin</u>	<u>Sandy Springs</u>	<u>Fairhope</u>
Typical Parking Spaces	202	180	174	144
Handicap Parking Spaces	<u>8</u>	<u>6</u>	<u>6</u>	<u>10</u>
Total Parking Spaces	210	186	180	154
# IL Units	118	136	128	84
# AL Units	33	48	48	33
# MC Units	<u>32</u>	<u>24</u>	<u>24</u>	<u>32</u>
Total Units	183	208	200	149
Total Spaces/# Units	1.1475	0.8942	0.9000	1.0336
Leftover spaces for staff/guests assuming 1.00 spaces per IL unit	92	50	52	70

Architectural Narrative

The proposed Senior housing project encompasses a total of 166 units designed to cater to the diverse needs of its residents. Comprising of 102 Independent Living units, 32 Assisted Living units, and 32 Memory Care units, the community aims to provide an upscale living experience. The architectural vision for this project is rooted in the idea of matching Mountain Brook's existing vernacular, resulting in a Tudor-inspired style. This choice not only pays homage to the local architecture but embodies a timeless and familiar aesthetic for the area.

The building will stand four to five stories in height with sloped shingle roofs, gables, and decorative banding for Tudor style elegance. The exterior will feature a blend of materials including double hung windows, fiber cement trim, fiber cement panels, stone lintels, and exterior cultured stone. The shingled slope roofs will incorporate concealed mechanical wells to discreetly hide condensing units and other rooftop equipment. All of the IL units will offer private balconies, allowing residents to enjoy the outdoors and connect with the building's exterior amenities. The outdoor spaces are an essential part of the design, promoting a connection between the entry motor court and outdoor feature area butting up the descending topography.

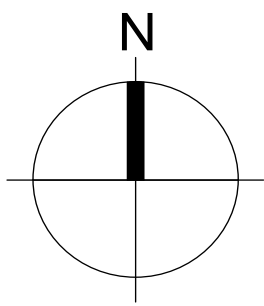
The site design embraces the existing topography while connecting walking paths, front entry, side entry, and outdoor patios. Exterior site elements will consist of street parking lots, motor court, foundation plantings, site lighting, and appropriate vegetation. Together these elements create a functional outdoor environment for the seniors living within this community. The proposed building provides residents with access to numerous amenities and support facilities. There will be multiple dining rooms, a bistro, an MC terrace, a fitness center, a library, activity rooms, common areas, a indoor pool, a salon, a commercial kitchen, and laundry facilities. The spaces are thought to encourage social interaction, physical wellbeing, and a sense of community.

Overall, this architectural design prioritizes the resident's comfort, security, and quality of life, while aiming to create a place that meets both the physical needs and sense of belonging that comes with a home.

VICINITY MAP



MOUNTAIN BROOK SENIOR LIVING
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223



PRINTS ISSUED
PLANNED UNIT DEVELOPMENT DISTRICT
REVISIONS:

DOMINION
PARTNERS

rosemann & ASSOCIATES P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
© 2023 Rosemann & Associates, P.C.
DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

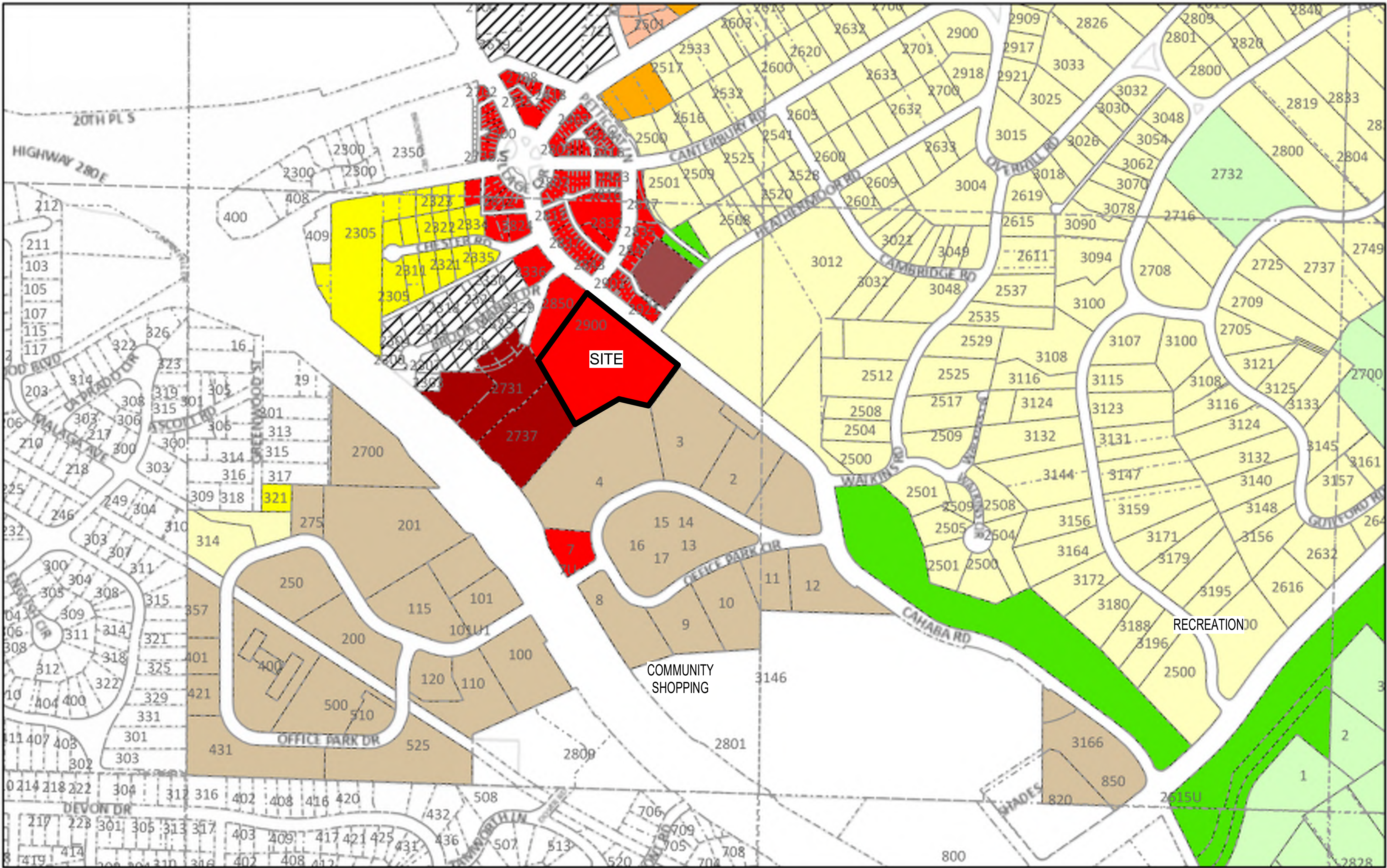
PRELIMINARY
NOT FOR
CONSTRUCTION
****FOR ILLUSTRATIVE**
PURPOSES**

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

SHEET TITLE
ENTITLEMENTS COVER SHEET
PROJECT NUMBER: 22050
SHEET NUMBER:

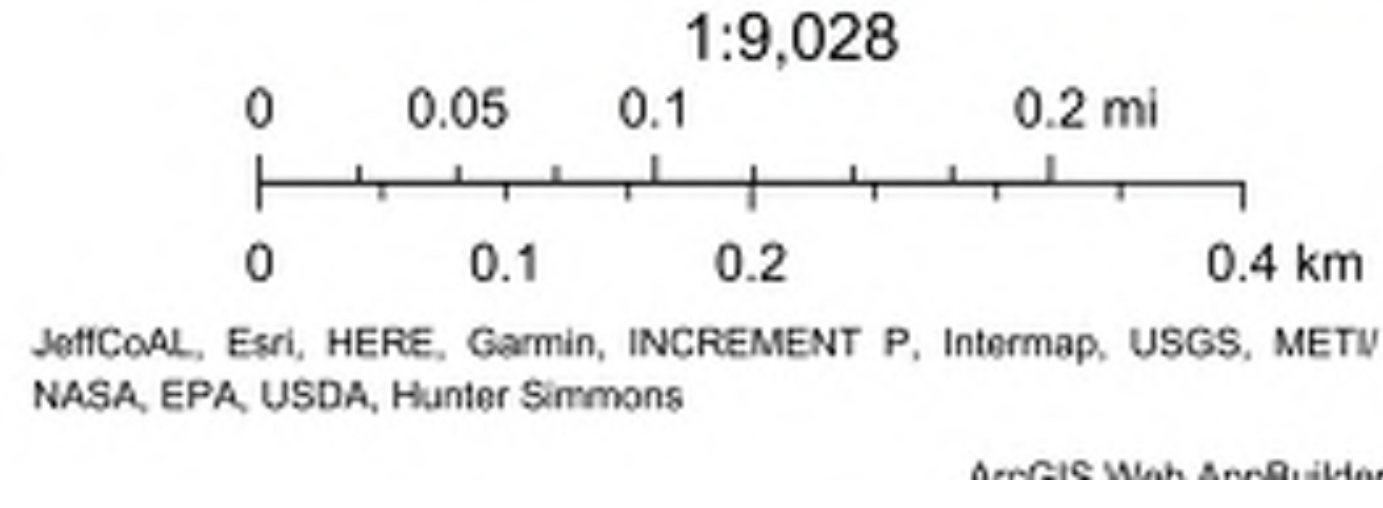
G0.0

SURROUNDING LAND USES AND ZONING



20/10/2023, 11:53:56

- | | | | |
|-------------------------|----------------------------------|---------------------------|-------------------------|
| CADStreetCenterlines | JeffCoMunicipalBoundary_Negative | Tax_Parcels 2021 | Local Business District |
| InterimTaxParcels | Lot Lines | Community Shopping | Office Park District |
| JeffCoMunicipalBoundary | | Estate Residence District | PUD |



PRINTS ISSUED
PLANNED UNIT DEVELOPMENT DISTRICT
REVISIONS:

DOMINION
PARTNERS

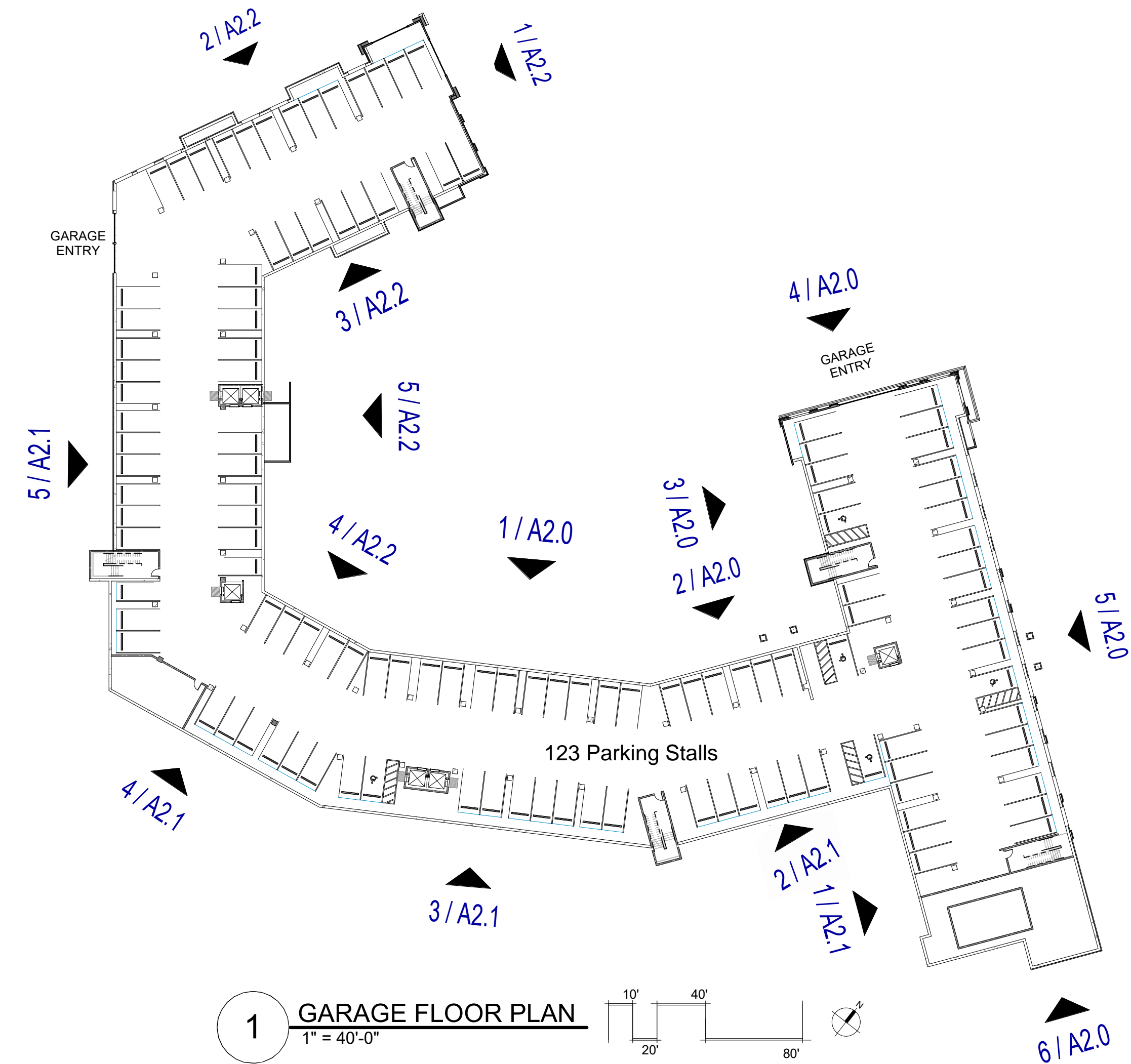
rosemann & ASSOCIATES P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
© 2023 Rosemann & Associates, P.C.
DENVER • KANSAS CITY • ST. LOUIS • ATLANTA

PRELIMINARY
NOT FOR
CONSTRUCTION
**FOR ILLUSTRATIVE
PURPOSES**

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

SHEET TITLE
ENTITLEMENTS COVER SHEET
PROJECT NUMBER: 22050
SHEET NUMBER:

G0.0



**rosemann
& ASSOCIATES** P.C.

3290 Northside Parkway NW, Ste 850
Atlanta, GA 30327-2284
p: 678.590.3200

ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING

w: www.rosemann.com
© 2023 Rosemann & Associates, P.C.

DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

****FOR ILLUSTRATIVE
PURPOSES****

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

PROJECT NUMBER: 22050

SHEET NUMBER:

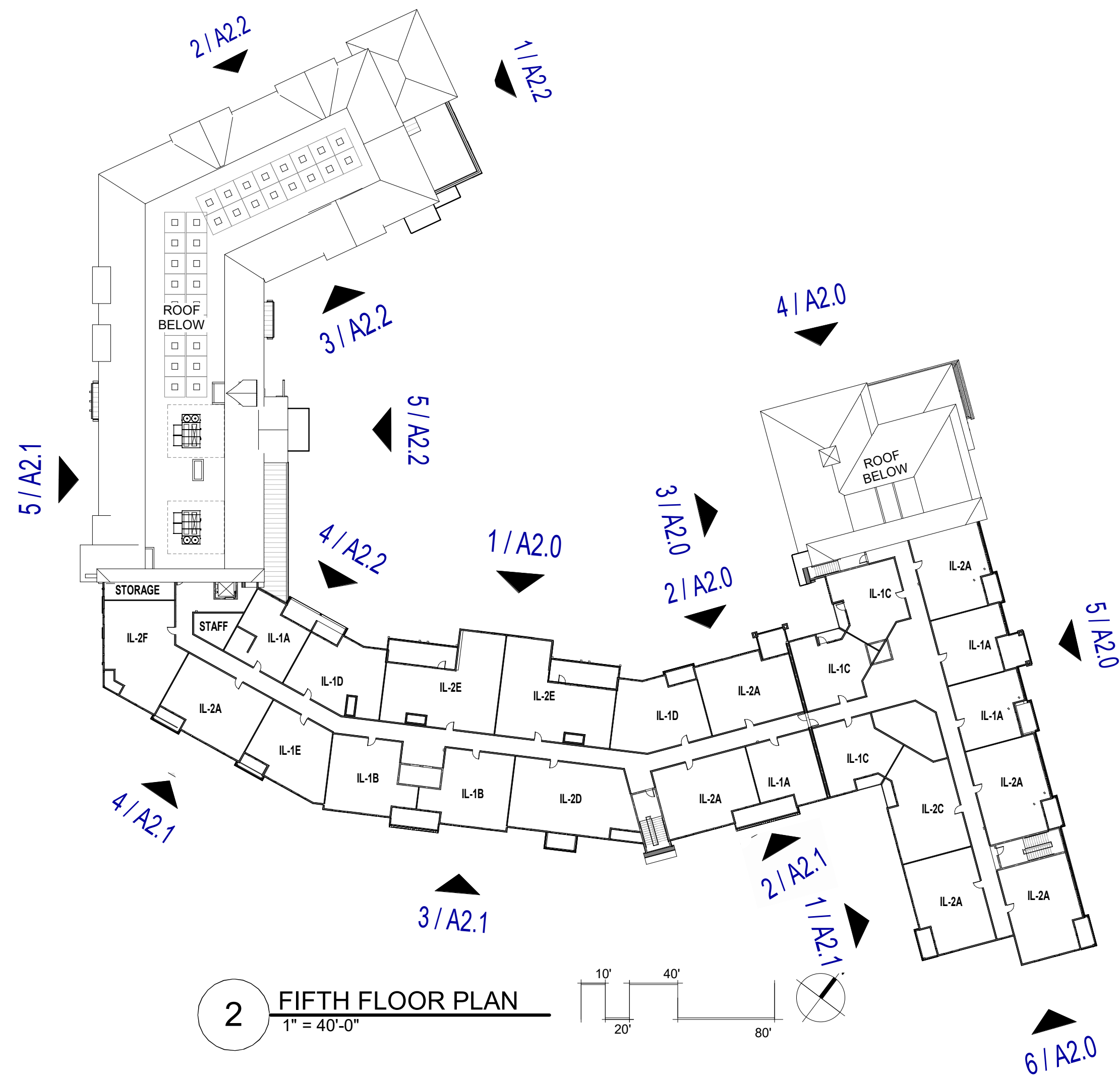
A1.0

****FOR ILLUSTRATIVE
PURPOSES****

SHEET TITLE
ENTITLEMENT FLOOR PLANS

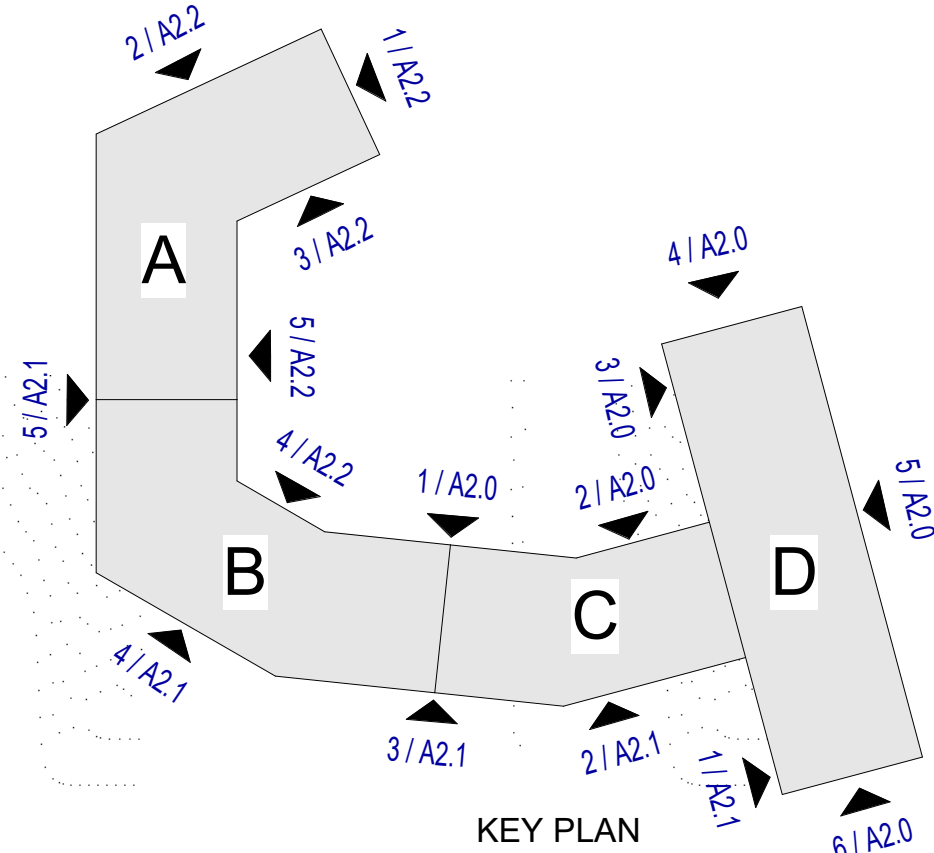
PROJECT NUMBER: 22050

SHEET NUMBER:

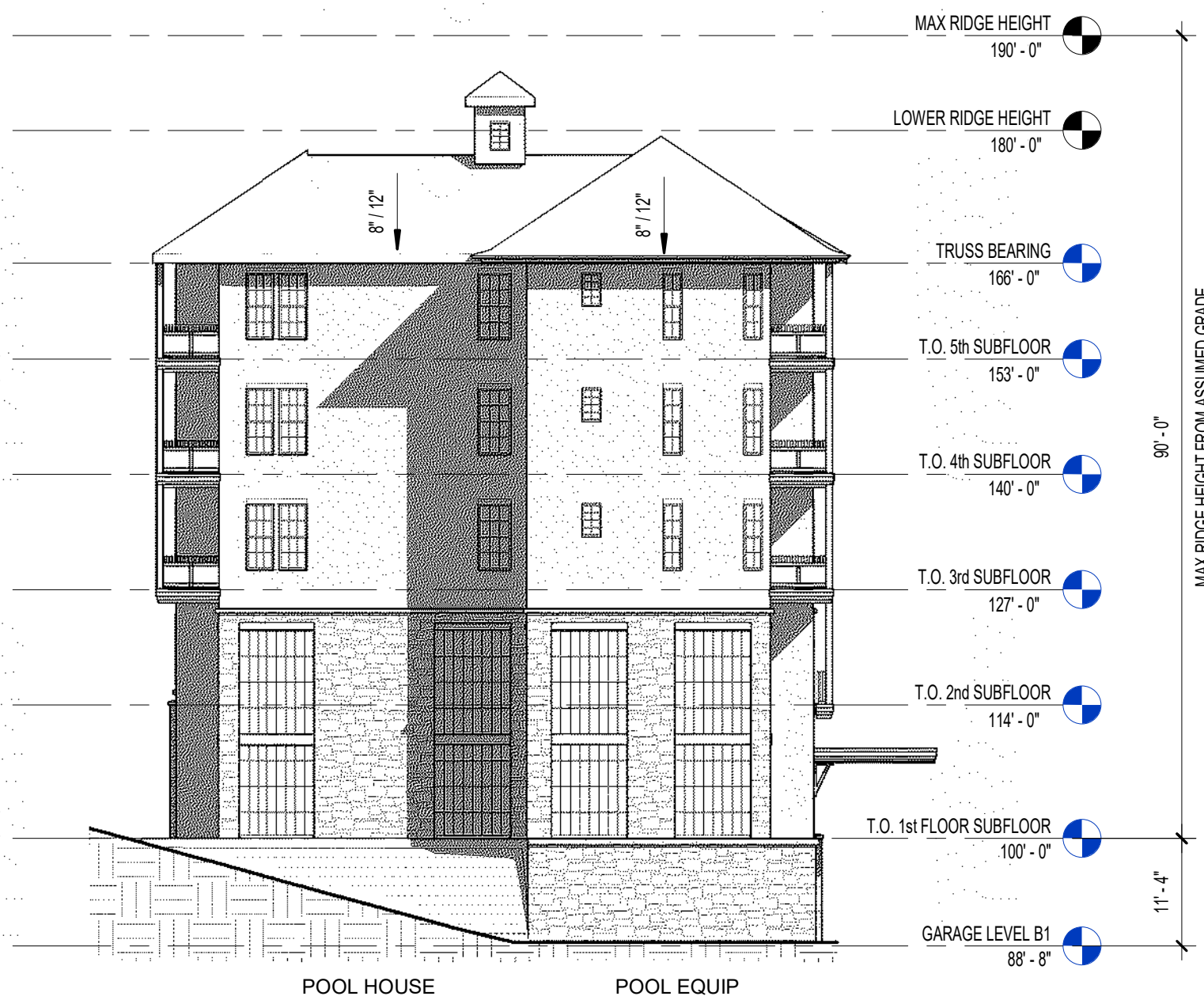


MATERIAL LEGEND

- FIBER CEMENT PANELS - PAINTED
- CULTURED STONE - STONE
- FLAT STONE, WINDOW SILLS, LINTELS AND CAPS
- PREFINISHED FIBER CEMENT TRIM - PAINTED
- BALCONY MATERIALITY TO BE PAINTED FIBERCEMENT TRIM WITH PAINTED RAILINGS



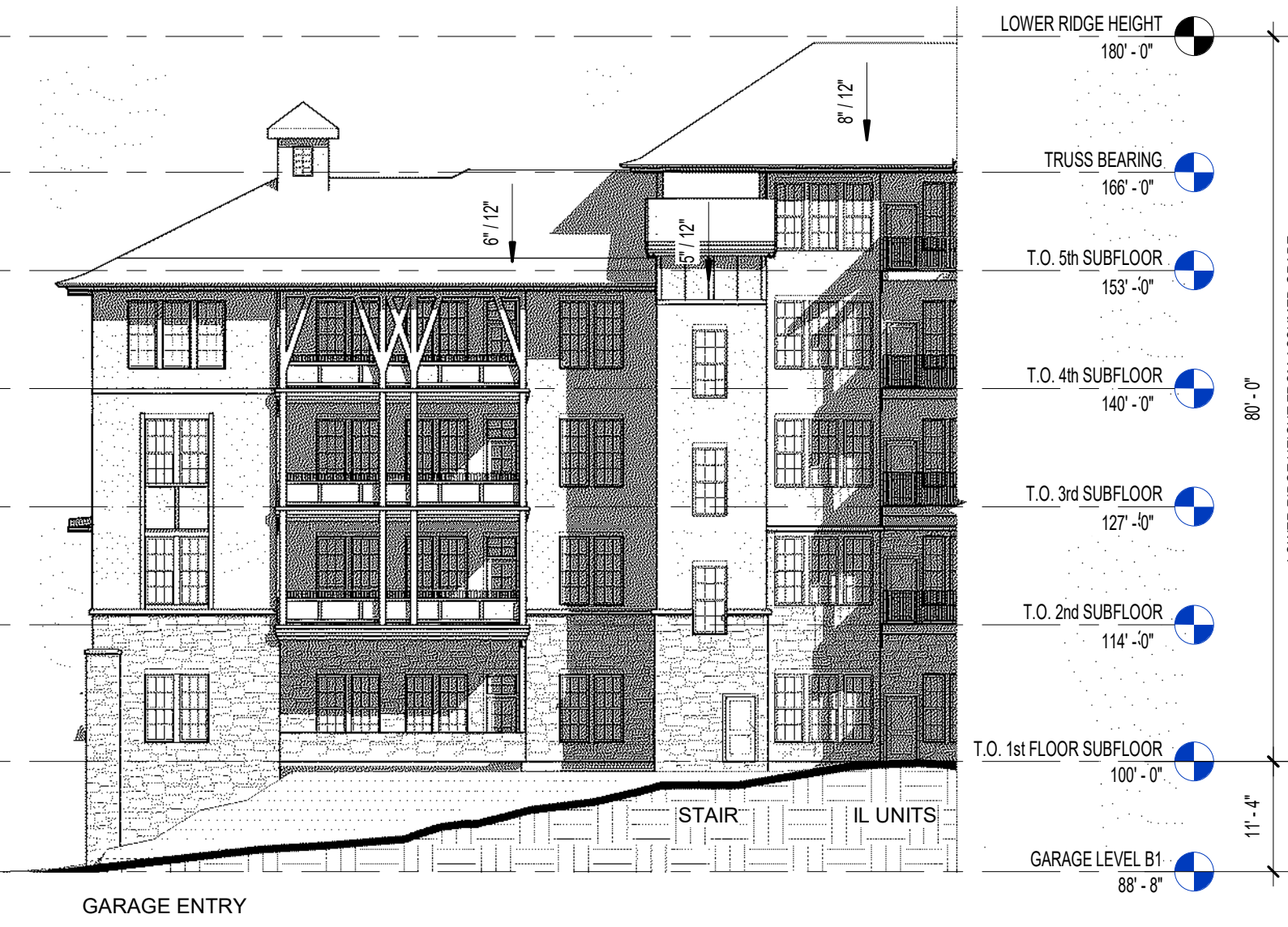
5 EAST IL WING ELEVATION
1/16" = 1'-0"



6 SOUTH IL WING ELEVATION
1/16" = 1'-0"



4 NORTH IL WING ELEVATION
1/16" = 1'-0"



3 NORTHWEST IL WING ELEVATION
1/16" = 1'-0"



2 NORTH IL ELEVATION
1/16" = 1'-0"



1 NORTH IL ENTRY ELEVATION
1/16" = 1'-0"

PRINTS ISSUED
10/11/23 PLANNED UNIT DEVELOPMENT
DISTRICT
REVISIONS:

DOMINION
PARTNERS

rosemann
& ASSOCIATES P.C.
3290 Northside Parkway NW, Ste 850
Atlanta, GA 30327-2284
p: 678.590.3200
w: www.rosemann.com
© 2023 Rosemann & Associates, P.C.
DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

PRELIMINARY
NOT FOR
CONSTRUCTION

**FOR ILLUSTRATIVE
PURPOSES**

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

SHEET TITLE
ENTITLEMENT ELEVATIONS

PROJECT NUMBER: 22050

SHEET NUMBER:

A2.0

MATERIAL LEGEND

- FIBER CEMENT PANELS - PAINTED
- CULTURED STONE - STONE
- FLAT STONE, WINDOW SILLS, LINTELS AND CAPS
- PREFINISHED FIBER CEMENT TRIM - PAINTED
- BALCONY MATERIALITY TO BE PAINTED FIBER CEMENT TRIM WITH PAINTED RAILINGS

PRINTS ISSUED
10/11/23 PLANNED UNIT DEVELOPMENT DISTRICT
REVISIONS:

DOMINION PARTNERS

rosemann & ASSOCIATES P.C.
3290 Northside Parkway NW, Ste 850 ARCHITECTURE
Atlanta, GA 30327-2284 INTERIOR DESIGN
p: 678.590.3200
w: www.rosemann.com
© 2023 Rosemann & Associates, P.C.
DENVER ■ KANSAS CITY ■ ST. LOUIS ■ ATLANTA

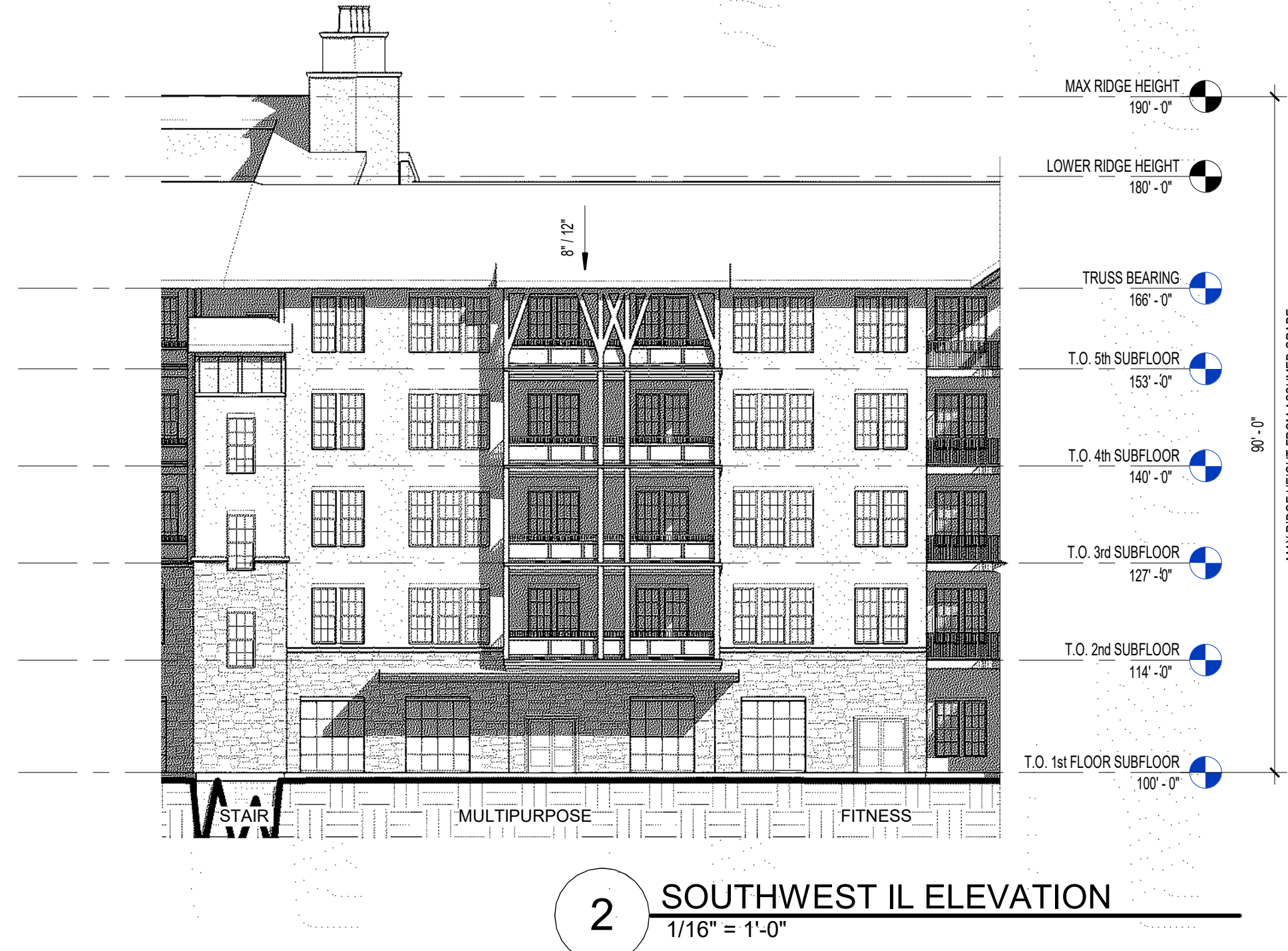
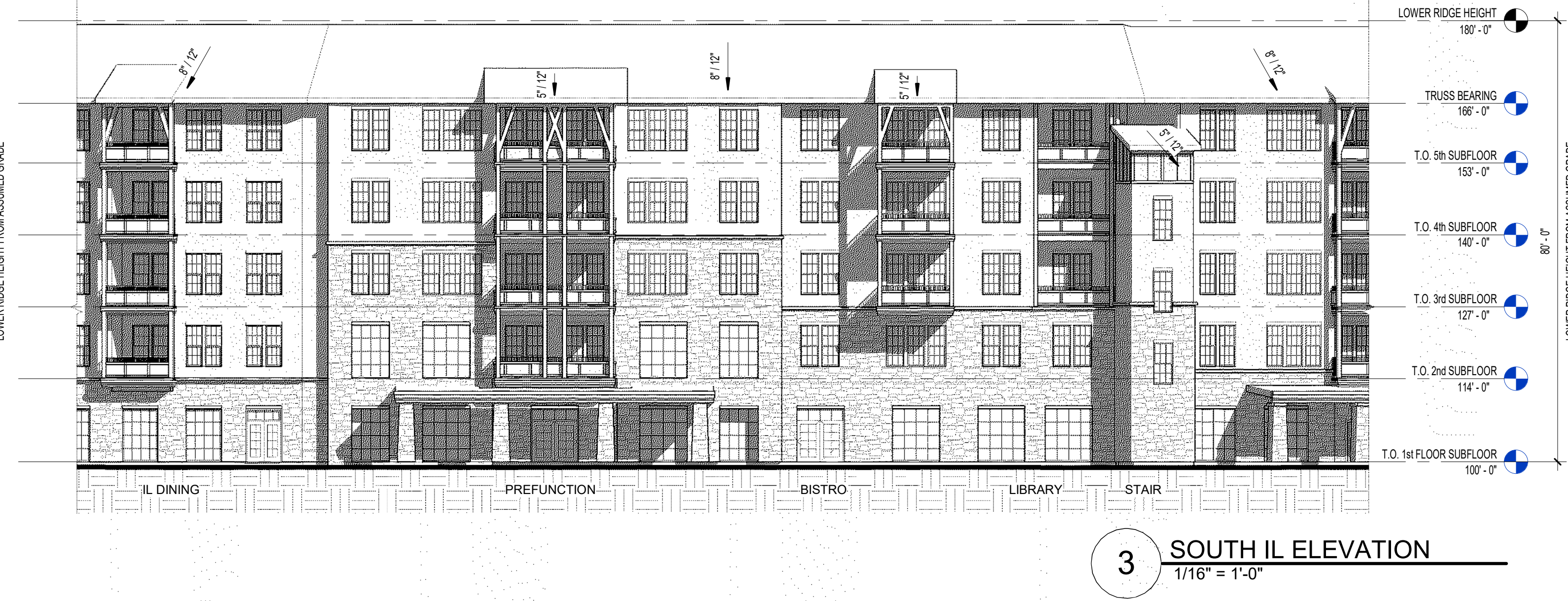
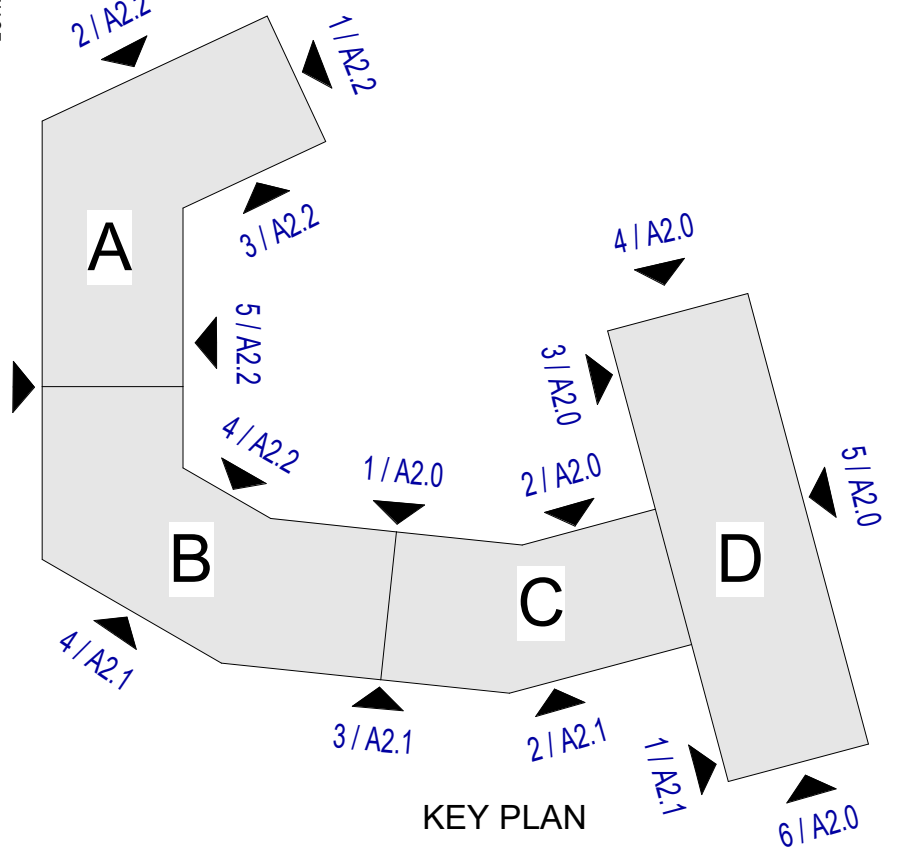
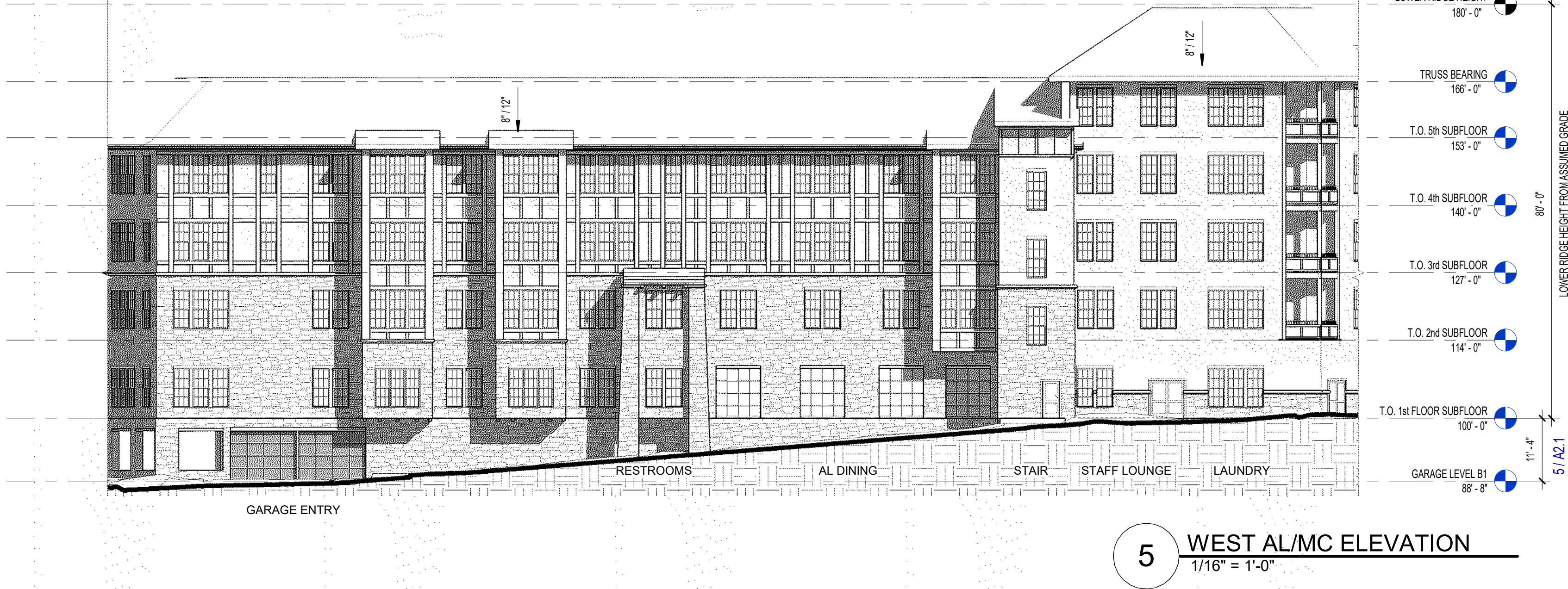
PRELIMINARY
NOT FOR
CONSTRUCTION

**FOR ILLUSTRATIVE
PURPOSES**

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

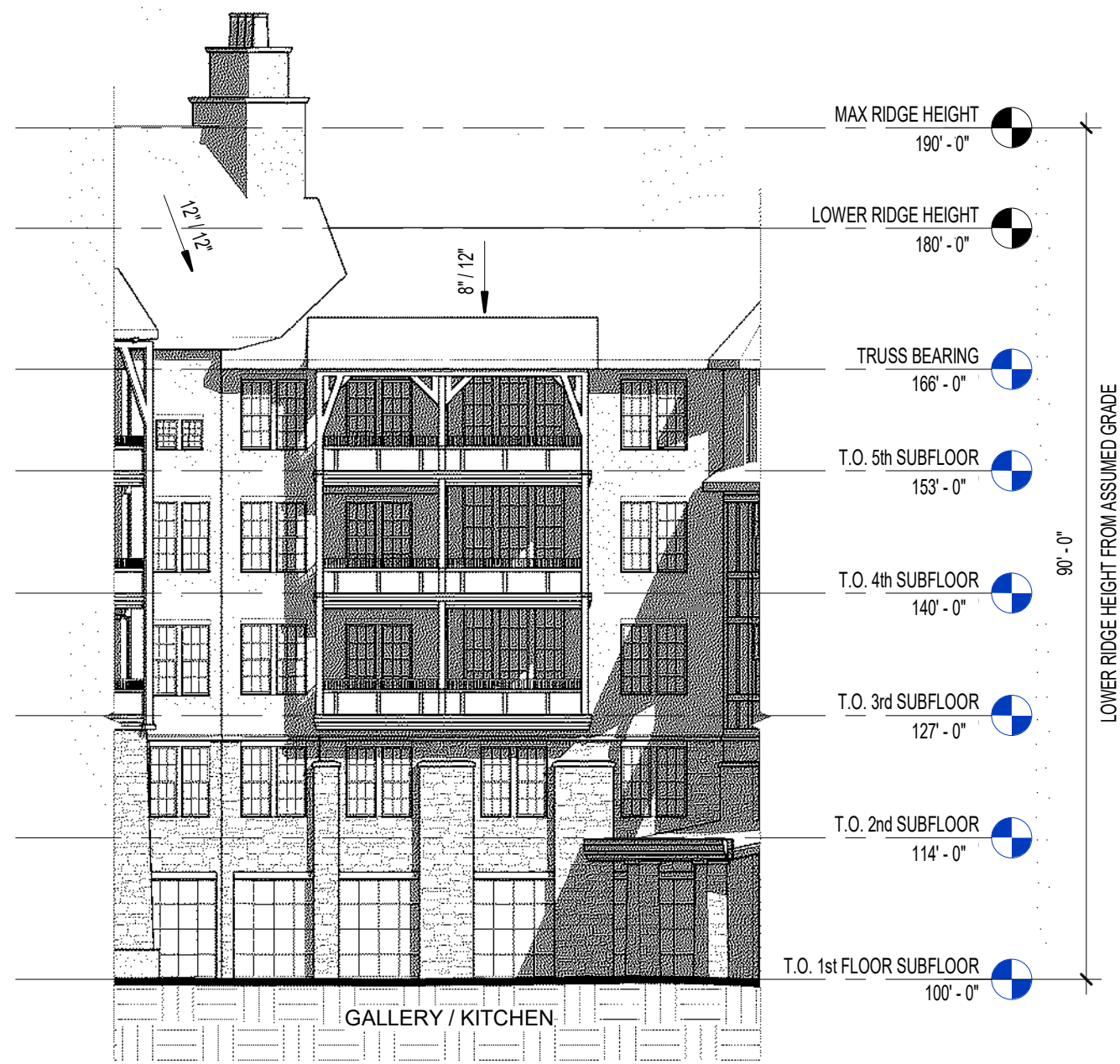
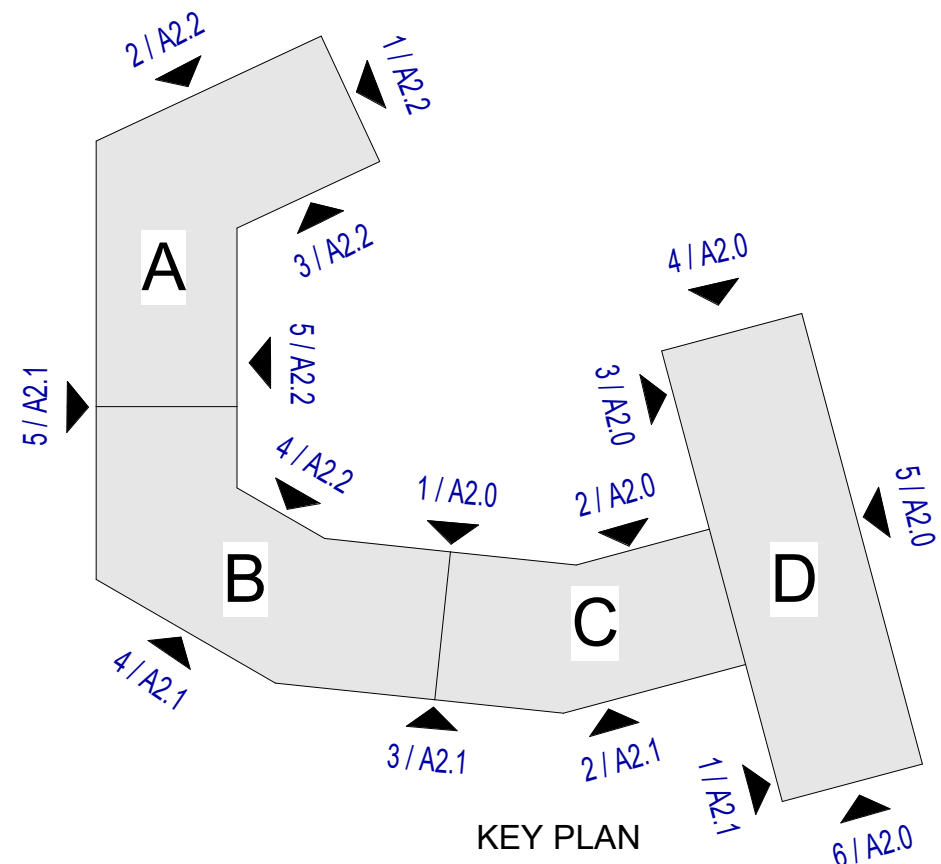
SHEET TITLE
ENTITLEMENT ELEVATIONS
PROJECT NUMBER: 22050
SHEET NUMBER:

A2.1

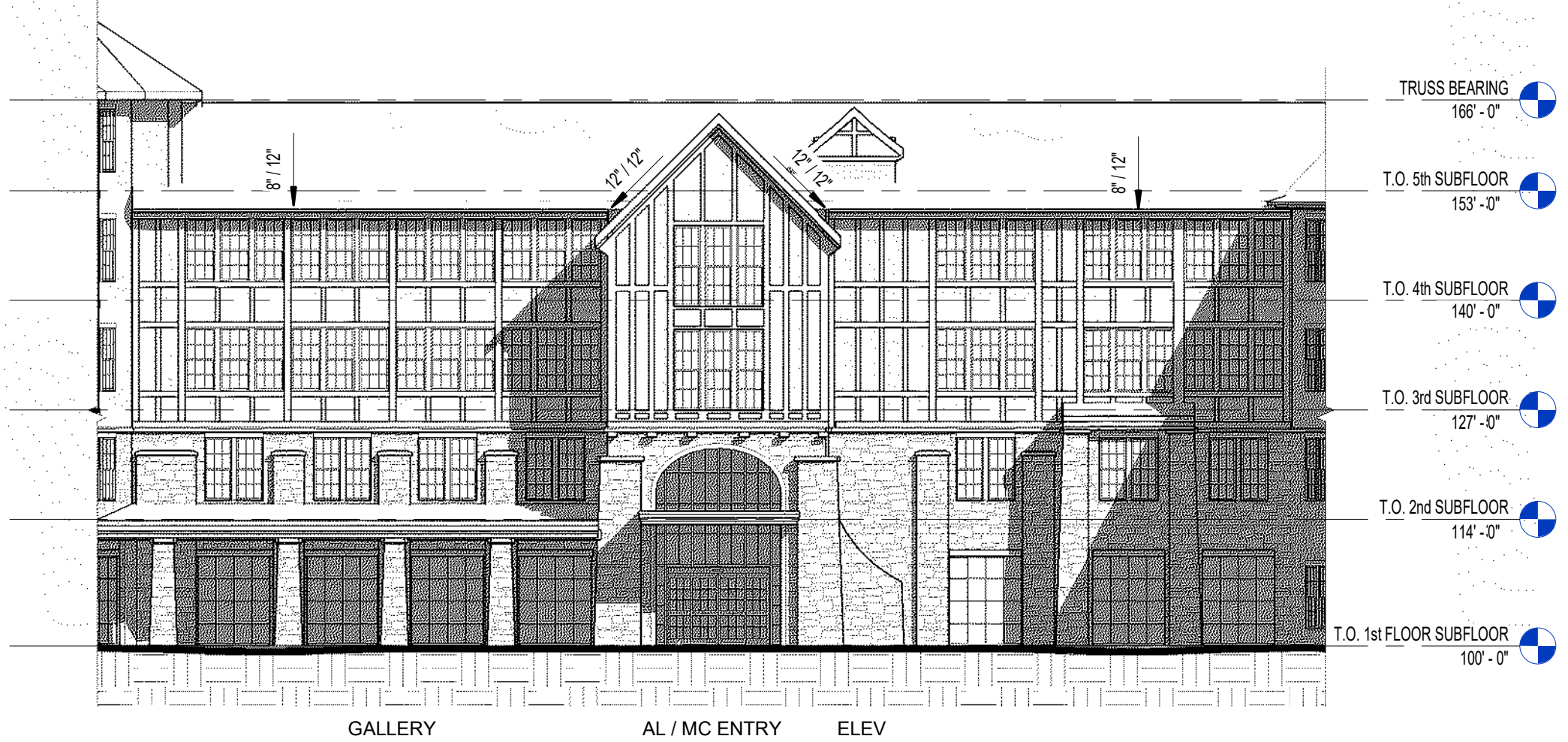


MATERIAL LEGEND

- FIBER CEMENT PANELS - PAINTED
- CULTURED STONE - STONE
- FLAT STONE, WINDOW SILLS, LINTELS AND CAPS
- PREFINISHED FIBER CEMENT TRIM - PAINTED
- BALCONY MATERIALITY TO BE PAINTED FIBERCEMENT TRIM WITH PAINTED RAILINGS



4 NORTHWEST IL ELEVATION
1/16" = 1'-0"



5 EAST AL/MC ELEVATION
1/16" = 1'-0"



3 SOUTH AL/MC ELEVATION
1/16" = 1'-0"



1 NORTH AL/MC ELEVATION
1/16" = 1'-0"



2 NORTHWEST AL/MC ELEVATION
1/16" = 1'-0"

PRINTS ISSUED

10/11/23 PLANNED UNIT DEVELOPMENT
DISTRICT
REVISIONS:

DOMINION
PARTNERS



3290 Northside Parkway NW, Ste 850
Atlanta, GA 30327-2284
p: 678.590.3200
w: www.rosemann.com
© 2023 Rosemann & Associates, P.C.
DENVER ■ KANSAS CITY ■ ST. LOUIS ■ ATLANTA

PRELIMINARY
NOT FOR
CONSTRUCTION

**FOR ILLUSTRATIVE
PURPOSES**

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT

2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

SHEET TITLE
ENTITLEMENT ELEVATIONS

PROJECT NUMBER: 22050

SHEET NUMBER:

A2.2

Planed Unit Development

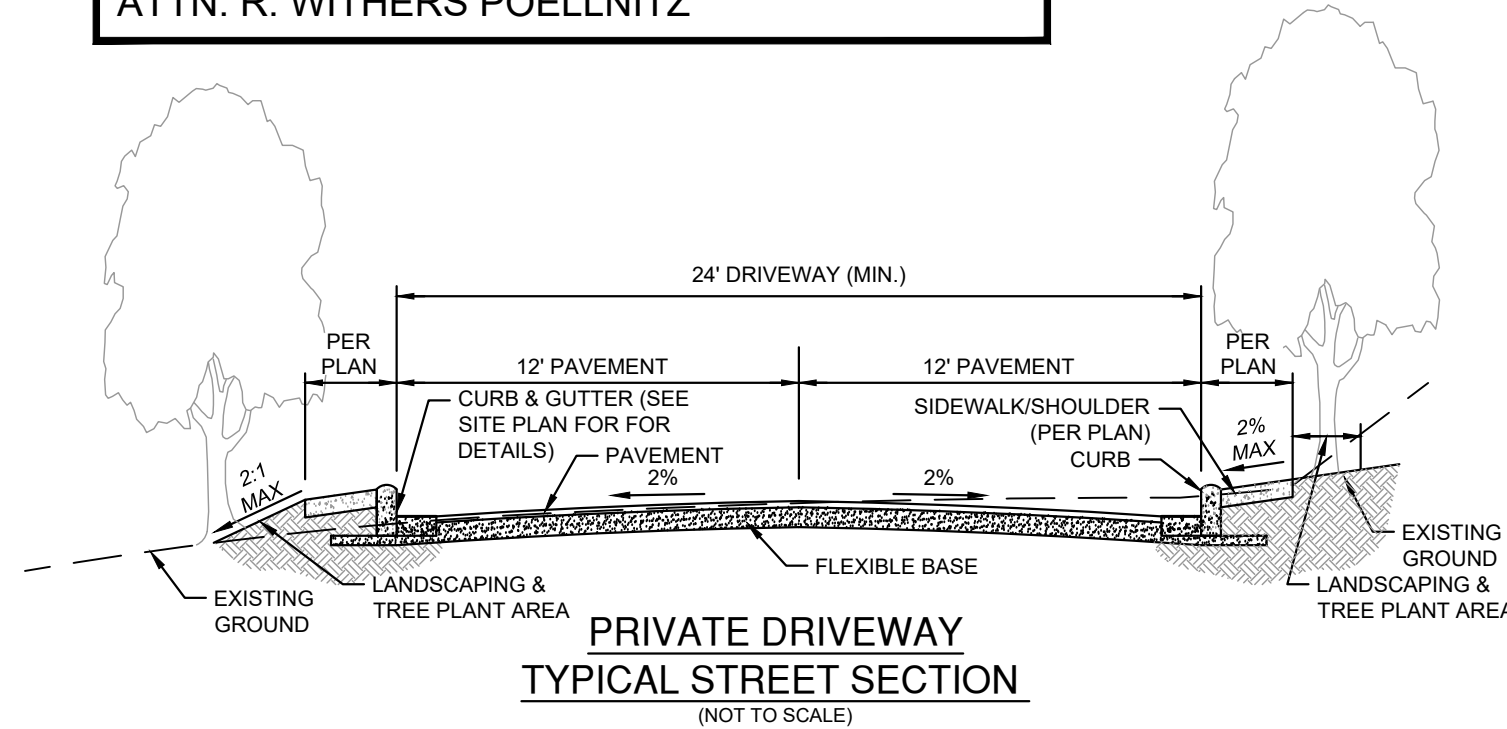
Mountain Brook Senior Living

2900 Cahaba Road

Mountain Brook, Alabama 35223

OWNER:
MTB OFFICE PARK LLC
2900 CAHABA ROAD
MOUNTAIN BROOK, AL 35223
ATTN: LADD TUCKER

DEVELOPER:
DOMINION SENIOR LIVING OF BIRMINGHAM, LLC
1200 CORPORATE DRIVE
SUITE 225
BIRMINGHAM, AL 35242
PHONE: (205) 776-6086
ATTN: R. WITHERS POELLNITZ



SITE EXCAVATION NOTES

- EROSION CONTROL MEASURES: THE INITIAL STEP FOR SITE PREPARATION SHALL BE TO ESTABLISH EROSION AND SEDIMENT CONTROL MEASURES.
- SUB-GRADE PREPARATION: ONCE ALL TOPSOIL, ORGANIC MATERIALS, AND/OR OTHER UNSUITABLE SOILS HAVE BEEN REMOVED, THE FILL AREAS SHOULD BE LEVELED AND SEATED USING A STATIC ROLLER AND THEN PROOF-ROLLED USING A LOADED TANDEN AXLE DUMP TRUCK WEIGHING AT LEAST 20 TONS TO IDENTIFY AREAS OF WEAK SOIL.
- SELECT FILL: A SELECT GRANULAR MATERIAL, SUCH AS LOCALLY AVAILABLE SAND (SP) SHOULD BE USED AS BACKFILL AND STRUCTURAL FILL. THE MATERIAL SHOULD BE FREE OF WOOD, ROOTS, CLAY LUMPS, AND OTHER DELETERIOUS MATERIALS, AND SHOULD HAVE AN ORGANIC CONTENT NO GREATER THAN 2% BY WEIGHT. THE MATERIAL SHOULD CONFORM TO THE REQUIREMENTS FOR AN A-3 MATERIAL ACCORDING TO THE AASHTO SOIL CLASSIFICATION SYSTEM.
- COMPACTION: FILL MATERIAL MEETING THE REQUIREMENTS OF STRUCTURAL FILL SHALL BE PLACED TO THE REQUIRED GRADES LINES, CROSS SECTIONS, AND THICKNESS AS SHOWN ON THE PLANS. THIS MATERIAL SHOULD BE COMPACTED IN 8 INCH LOOSE LIFTS TO NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 698 (STANDARD PROCTOR).

SIDEWALK AND WHEELCHAIR RAMP GENERAL NOTES

- WHEN POSSIBLE SIDEWALKS SHOULD BE PLACED NEXT TO THE PROPERTY LINE. DEVIATION OF THE PATHWAY FROM A STRAIGHT LINE IS ENCOURAGED TO AVOID TREES OR OTHER OBSTRUCTIONS.
- FOR LOCAL, SIDEWALKS SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF 4' AND IF SEPARATED FROM THE CURB, THE SIDEWALK SHALL BE LOCATED A MINIMUM OF 2' FROM THE BACK OF CURB.
- SIDEWALK RAMP LENGTHS PRESENTED ARE GUIDELINES ONLY. SIDEWALK RAMP LENGTHS SHALL BE OF SUFFICIENT LENGTH TO MAINTAIN 8.33% (1:12) MAXIMUM SLOPE.
- ALL CURB-RAMPS OR LANDINGS ABUTTING THE CROSSWALK SHALL HAVE A DETECTABLE WARNING 24 INCHES DEEP (IN THE DIRECTION OF PEDESTRIAN TRAVEL) AND EXTENDING THE FULL WIDTH OF THE CURB RAMP OR LANDING. THE DETECTABLE WARNING SHALL CONSIST OF RAISED TRUNCATED DOMES, ALIGNED IN A GRID PATTERN WITH A DIAMETER OF A NOMINAL 0.9 INCHES (23 MM), A HEIGHT OF NOMINAL 0.2 INCHES (5 MM) AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35 INCHES (60 MM).
- DETECTABLE WARNINGS SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE.
- SIDEWALK RAMP TYPE V SHALL BE USED ONLY WHERE THERE IS SIGNIFICANT RESTRICTION WITHIN THE PARKWAY TO CONSTRUCT TYPE I OR TYPE III RAMPS.
- CONSTRUCTION OF ALL WHEELCHAIR RAMPS TO BE INCLUDED UNDER ITEMS "500 - CONCRETE CURBING", "501 - MACHINE LAID CURB" AND/OR "502 - CONCRETE SIDEWALKS". RAMP SURFACE SHALL BE BRUSH FINISHED.
- THESE DETAILS ARE FOR REFERENCE ONLY. ACTUAL LOCATIONS OF WHEELCHAIR RAMPS TO BE SHOWN ON CONSTRUCTION PLANS. CITY CONSTRUCTION INSPECTOR CAN ADJUST LOCATIONS FOR SAFETY OR UTILITY CLEARANCE.
- SIDEWALKS LESS THAN 5 FEET IN WIDTH SHALL BE PROVIDED WITH A PASSING SPACE AT A MAXIMUM SPACING OF 200 FEET.
- WHEELCHAIR RAMP SHALL BE CONSTRUCTED WITH 4" CLASS "A" CONCRETE AND 2" GRAVEL, CRUSHED ROCK OR FLEXIBLE BASE MATERIAL.
- REINFORCING STEEL SHALL BE #3 BARS AT 18" O.C. W/ 8" W/ 2.9 W/ 2.9 WIRE MESH.
- SIDEWALK GRADES SHALL NOT EXCEED THE GRADE ESTABLISHED FOR THE ADJACENT ROADWAY. ANY SIDEWALK CONSTRUCTION THAT DEVIATES FROM THE NATURAL GRADE OF THE ROADWAY TO CREATE A GRADE STEEPER THAN THE EXISTING ROADWAY WILL REQUIRE RAMPS, HANDRAILS AND RESTING PLATFORMS TO BE CONSTRUCTED IN ACCORDANCE WITH ADA AND ADOPT STANDARDS.
- SIDEWALK CROSS GRADE SHALL HAVE A MAXIMUM SLOPE OF 2%. LANDINGS SHALL HAVE A MAXIMUM SLOPE OF 2% IN ANY DIRECTION.
- THE CHANGE OF GRADE BETWEEN ADJACENT SURFACES SHALL BE LESS THAN 11%. THE CHANGE OF GRADE SHALL BE DEFINED AS THE ALGEBRAIC DIFFERENCE OF THE ADJACENT SURFACE SLOPES. IN THE CASE OF A STREET ACCESS RAMP DESIGNED AT THE 8.33% MAXIMUM SLOPE, THE ADJACENT PAVEMENT CROSS SLOPE SHALL BE LESS THAN 2.67% (I.E. 8.33-(2.67)=11). IN ADDITION, THE ADJACENT PAVEMENT CROSS SLOPE SHALL BE LESS THAN OR EQUAL TO 5%.
- IF THE CHANGE OF GRADE BETWEEN ADJACENT SURFACES IS GREATER THAN OR EQUAL TO 11%, A LEVELING STRIP, 2 FEET IN LENGTH, SHALL BE PROVIDED TO TRANSITION THE ADJACENT SURFACES.
- ADA COMPLIANCE IN ALTERATIONS INCLUDE ONLY THAT WORK WITHIN THE LIMITS, BOUNDARIES OR SCOPE OF A PLANNED PROJECT.

PRINTS ISSUED

10/11/23 PLANNED UNIT DEVELOPMENT
DISTRICT
REVISIONS:

DOMINION
PARTNERS



2509 7th AVENUE SOUTH
BIRMINGHAM, AL 35233
LIVEOAKENGINEERING.COM
PHONE: (205) 637-3115
CIVIL JOB: #240-1

PRELIMINARY
NOT FOR
CONSTRUCTION

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT

2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

SHEET TITLE

PUD OVERALL SITE PLAN

PROJECT NUMBER: 22050

SHEET NUMBER:

C100

LAND USE TABLE

LAND USE	AREA (AC.)
SENIOR LIVING	4.90
TOTALS	4.90

	PROPOSED HEAVY DUTY CONCRETE
	PROPOSED LIGHT DUTY ASPHALT PAVEMENT
	PROPOSED HEAVY DUTY ASPHALT PAVEMENT

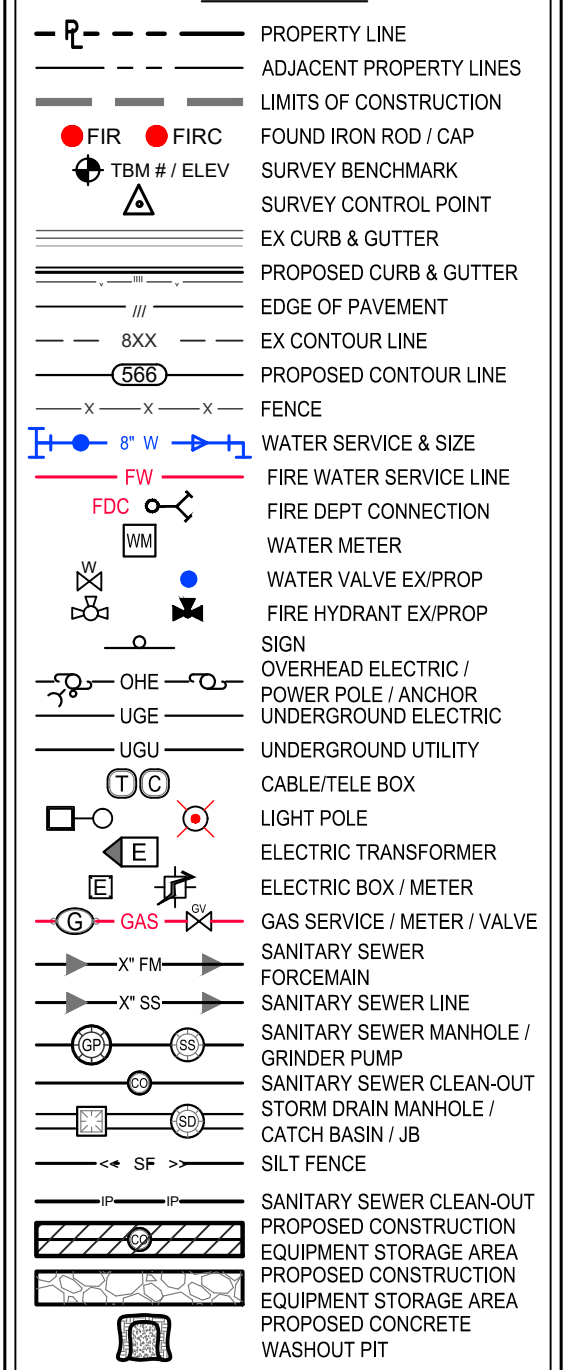
TRENCH EXCAVATION SAFETY PROTECTION
CONTRACTOR AND/OR CONTRACTORS INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL SAFETY EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTORS TRENCH EXCAVATION, SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DISCLOSED IN THE CONTRACT DOCUMENTS. THE CONTRACTORS IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTORS INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

CAUTION:
THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT B11 A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTORS SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

PROPOSED KEY NOTES

- Concrete Curb & Gutter (See Detail 1/C600)
- Roll-Over/Ribbon Curb (See Detail 2/C600)
- Transition Curb (See Detail 3/C600)
- 4" Concrete Sidewalk (See Detail 4/C600)
- Concrete Slab Thickened Edge (See Detail 5/C600)
- 8" Heavy Duty Concrete Dumpster Pad (See Detail 6/C600)
- Concrete/Asphalt Pavement (See Detail 7/C600)
- Asphalt/Asphalt Pavement (See Detail 8/C600)
- Concrete/Concrete Pavement (See Detail 9/C600)
- Typical Parking Spaces & Striping (See Detail 10/C600)
- Handicap Parking Symbol (See Detail 11/C600)
- Handicap Sign (See Detail 12/C600)
- Cross Hatch Striping (See Detail 13/C600)
- Wheel Stop (See Detail 14/C600)
- ADA Detectable Warning (See Detail 15/C600)
- Type "1" ADA Ramp (See Detail 16/C600)
- Type "1A" ADA Ramp (See Detail 17/C600)
- Guard Rail (See Detail 18/C600)
- Ballast Detail (See Detail 19/C600)
- ADA Ramp Finish Detail (See Detail 20/C600)
- Typical Light Duty Asphalt Pavement Detail (See Detail 21/C600)
- Typical Heavy Duty Concrete Pavement Detail (See Detail 22/C600)
- Drain Pipe End Treatment Detail (See Detail 23/C600)
- Drainage Rip-Rap Detail (See Detail 24/C600)
- Cut & Replace Asphalt Pavement Detail (See Detail 25/C600)
- Typical Driveway Section (See Detail 26/C600)
- Typical Privacy Fence (By Other)
- Typical Entrance Gate (By Other)
- Building Lateral Detail (See Detail 1/C501)
- Typical Lateral Connection (See Detail 2/C501)
- Typical Lateral Clean-Out (See Detail 3/C501)
- Fire Department Connection (See Detail 4/C501)
- Proposed Fire Hydrant (See Detail 5/C501)
- Thrust Block Details (See Detail 6/C501)
- Water Gas Valve Detail (See Detail 7/C501)
- Water Service Detail (See Detail 8/C501)
- Water Restraint Length Dtl (See Detail 9/C501)
- Concrete Electric Pad (See Detail 10/C501)
- Concrete Generator Pad (See Detail 11/C501)
- Electric Vehicle Charging Station (Wall Mount) (See Detail 12/C501)
- Electric Vehicle Charging Station (Pole Mount) (See Detail 13/C501)

LEGEND



LEGAL DESCRIPTION

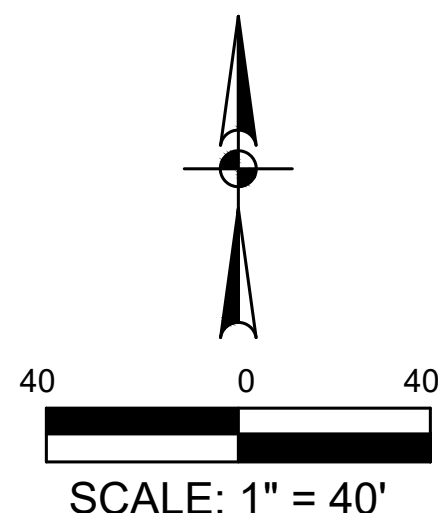
BEING A 4.90 ACRE TRACT OF LAND AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, LOT 2, VILLAGE GREEN, AS RECORDED IN MAP BOOK 171, PAGE 50 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

BENCHMARK TBM #1

BENCHMARK: FROM SOUTHWEST CORNER OF THE INTERSECTION OF CAHABA ROAD & CULVER ROAD, BEING THE NORTHWEST SUBJECT PROPERTY CORNER AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CAHABA ROAD APPROXIMATELY ±285' SOUTHEAST & ±12' SOUTHWEST TO A FOUND 4"x4" CONCRETE MONUMENT
N: 1267223.32
E: 2190504.22
ELEVATION = 676.58'

PUD OVERALL SITE PLAN

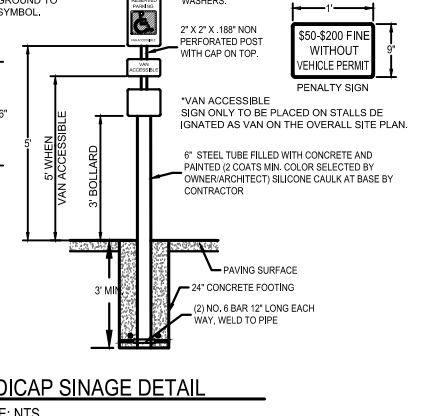
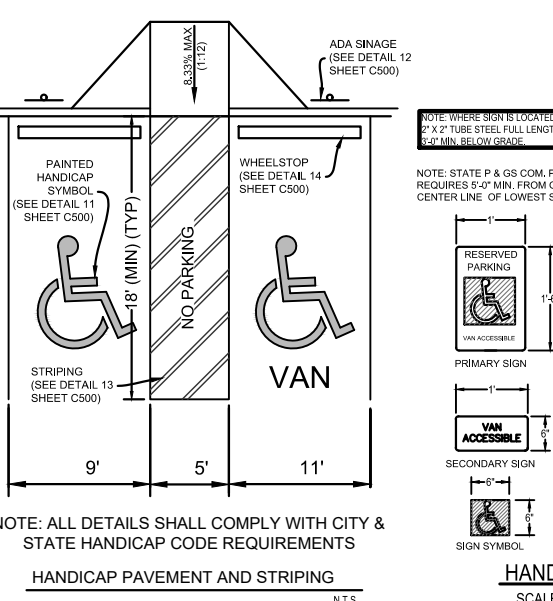
SCALE: 1" = 40'

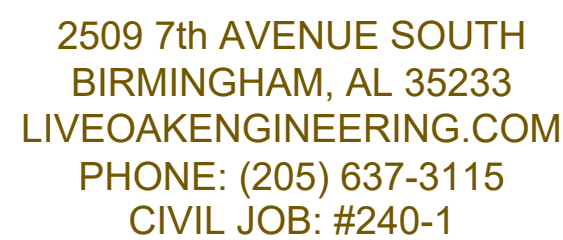


ACCESSIBLE PARKING SPACES

- (a) A paved accessible parking space must include:
- (1) The International Symbol of Accessibility painted conspicuously on the surface in a color that contrasts the pavement.
 - (2) The words "NO PARKING" painted on any access aisle adjacent to the parking space. The words must be painted:
 - (A) in all capital letters;
 - (B) with a letter height of at least twelve inches, and a stroke width of at least two inches; and
 - (C) centered within each access aisle adjacent to the parking space; and
- (b) A sign identifying the consequences of parking illegally in a paved accessible parking space. The sign must:
- (A) be a minimum size "Violators Subject to Fine and Towing" in a letter height of at least one inch;
 - (B) be mounted on a pole, post, wall or freestanding board;
 - (C) be no more than eight inches below a sign required by ADA Accessibility Standards, 502.6; and
 - (D) be installed so that the bottom edge of the sign is no lower than 48 inches and no higher than 80 inches above ground level.
- (c) A parking space identification sign that complies with ADA Accessibility Standards, 502.6, that includes the requirements in subsection (a)(3).

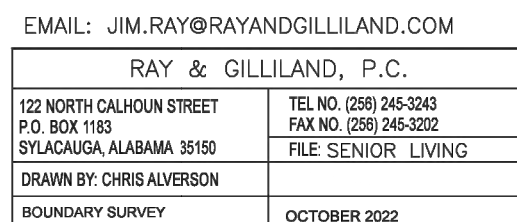
*** CAUTION ***
EXISTING RETAINING WALL
CONTRACTOR TO PROTECT AND PROVIDE ALL STRUCTURAL BRACING, POLLUTION PREVENTION DRAINAGE MEASURES & ANY UNDERMINING PROTECTIVE MEASURES NECESSARY TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE EXISTING WALL PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS.





MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

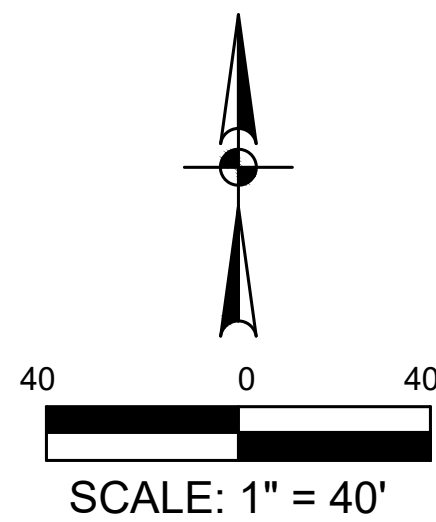
C200



1. LOCATION OF EXISTING UTILITIES AND DRAINAGE SHOWN HEREON ARE APPROXIMATE ONLY. ACTUAL LOCATIONS AND DEPTHS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
2. DEMOLITION CONTRACTOR IS RESPONSIBLE FOR CLEARING THE SITE OF ALL OBSTRUCTIONS THAT EXIST ON THIS SITE PRIOR TO THE START OF CONSTRUCTION OR DURING THE CONSTRUCTION SO AS TO NOT IMPEDE THE BUILDING CONSTRUCTION PROCESS.
3. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL UTILITY COMPANIES REGARDING REMOVAL OF EXISTING SERVICES. POWER POLES TO BE REMOVED. VERIFYING UTILITIES ARE SHUT OFF OR DISCONNECTED, AND ALL POSSIBLE SAFETY PRECAUTIONS HAVE BEEN ENACTED TO ENSURE THE SAFEST ENVIRONMENT FOR ALL PERSONNEL.
4. CONTRACTOR SHALL COORDINATE WITH THE OWNER TO IDENTIFY ANY MATERIAL OR EQUIPMENT SCHEDULED FOR REMOVAL TO BE SALVAGED AND CONTRACTOR SHALL REPLACE AT HIS EXPENSE ANY DESTROYED MATERIAL OR EQUIPMENT THAT WAS MARKED FOR SALVAGE.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS/APPROVALS BEFORE BEGINNING DEMOLITION OR CONSTRUCTION.
6. DUE TO FEDERAL REGULATIONS TITLE 49, PART 192, 181, THE UTILITY GAS SERVICE COMPANY MUST MAINTAIN ACCESS TO VALVES AT ALL TIME THE CONTRACTOR MUST PROTECT THE WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
7. ALL EXISTING ELECTRIC SERVICES TO BE REMOVED ARE TO BE BY THE ELECTRIC UTILITY SERVICE COMPANY AT OWNERS EXPENSE CONTRACTOR SHALL COORDINATE WITH THE ELECTRIC COMPANY AND OWNER AS REQUIRED BEFORE REMOVAL OF ANY ELECTRIC FACILITIES.
8. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT AND OWNER FOR ANY TREE REMOVAL AND REMOVAL AND/ OR REPLACEMENT OF EXISTING ON SITE IRRIGATION PIPING PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL COORDINATE WITH ELECTRIC UTILITY SERVICE COMPANY TO REMOVE ANY OVERHEAD ELECTRIC LINES OR POLES DESIGNATED TO BE REMOVED. ANY DISCREPANCIES BETWEEN THIS PLAN AND EXISTING CONDITIONS SHALL BE COMMUNICATED WITH THE ENGINEER.
10. CONTRACTOR SHALL NOT START DEMOLITION OF ANY FEATURE SHOWN ON THIS DRAWING UNTIL A STORM WATER POLLUTION PREVENTION PLAN IS INSTALLED AND COMPLETED.
11. THE CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH ALL REGULATIONS GOVERNING THE DEMOLITION, REMOVAL, TRANSPORTATION, AND DISPOSAL, OF ALL DEMOLISHED OR UNWANTED MATERIAL.
12. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS FOR DEMOLITION.
13. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE PROTECTION OF ALL PROPERTY CORNERS AND SHALL HAVE AT HIS EXPENSE, ALL CORNERS REPLACED WHICH ARE DISTURBED BY CONSTRUCTION ACTIVITIES.
14. CONTRACTOR SHALL NOT DEMOLISH ANY WATER OR SANITARY SEWER LINE WITHOUT THE UTILITY SERVICE PROVIDER'S APPROVAL.
15. CONTRACTOR SHALL INSTALL A MINIMUM 6-FOOT HIGH, CHAIN LINK, PROTECTIVE FENCE AS SHOWN ALONG THE PERIMETER OF THE CONSTRUCTION/DEMOLITION LIMITS, PROTECTIVE FENCE SHALL BE IN PLACE BEFORE ANY DEMOLITION OR CONSTRUCTION BEGINS AND SHALL REMAIN IN PLACE AND IN GOOD REPAIR THROUGHOUT CONSTRUCTION, CONTRACTOR SHALL TAKE SPECIAL CARE TO INSTALL VEHICULAR BARRIERS AND FENCING TO PROHIBIT VEHICULAR AND PEDESTRIAN ACCESS-TO THAT AREA CONTRACTOR SHALL COORDINATE WITH THE OWNER TO ENSURE THAT FENCING AND BARRIERS INSTALLED ARE ADEQUATE.

PRELIMINARY
NOT FOR
CONSTRUCTION

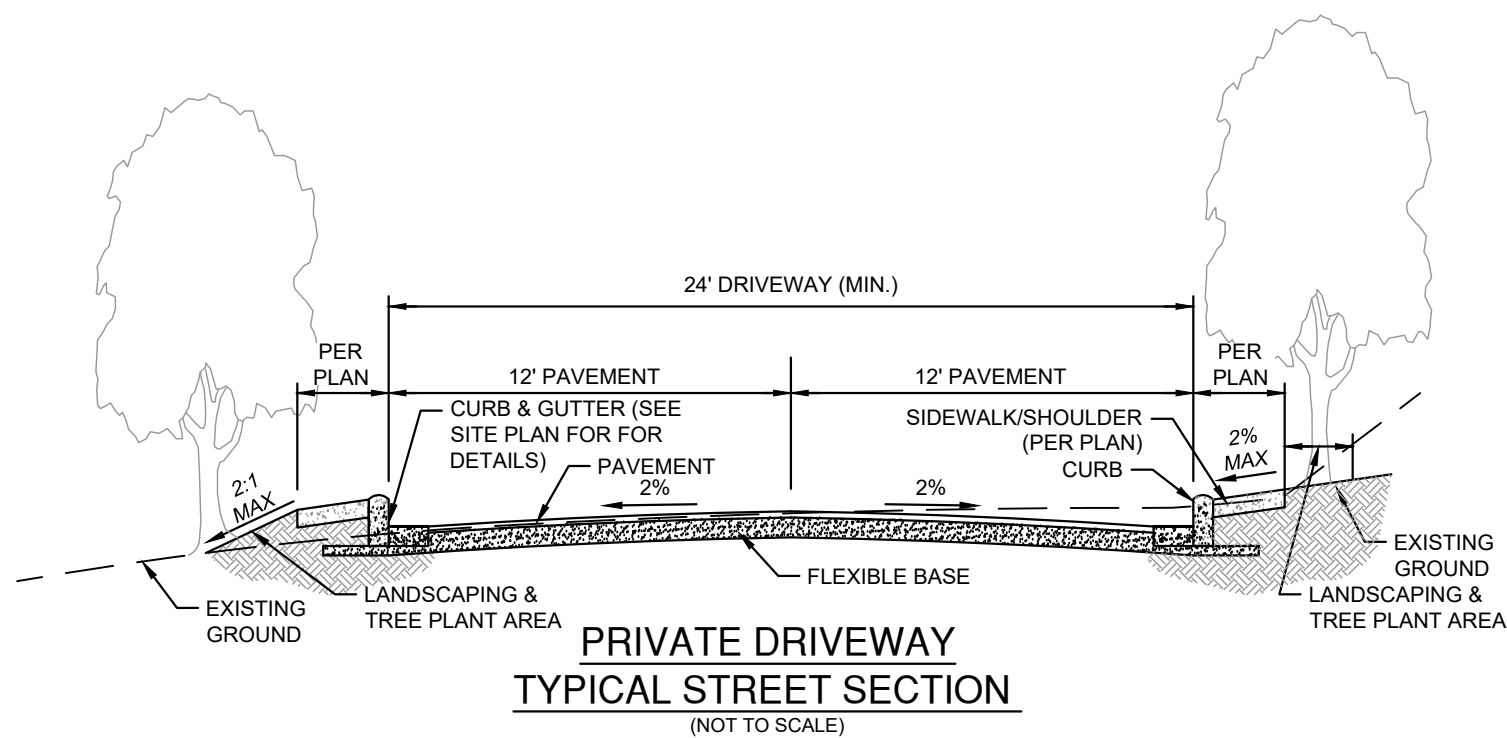
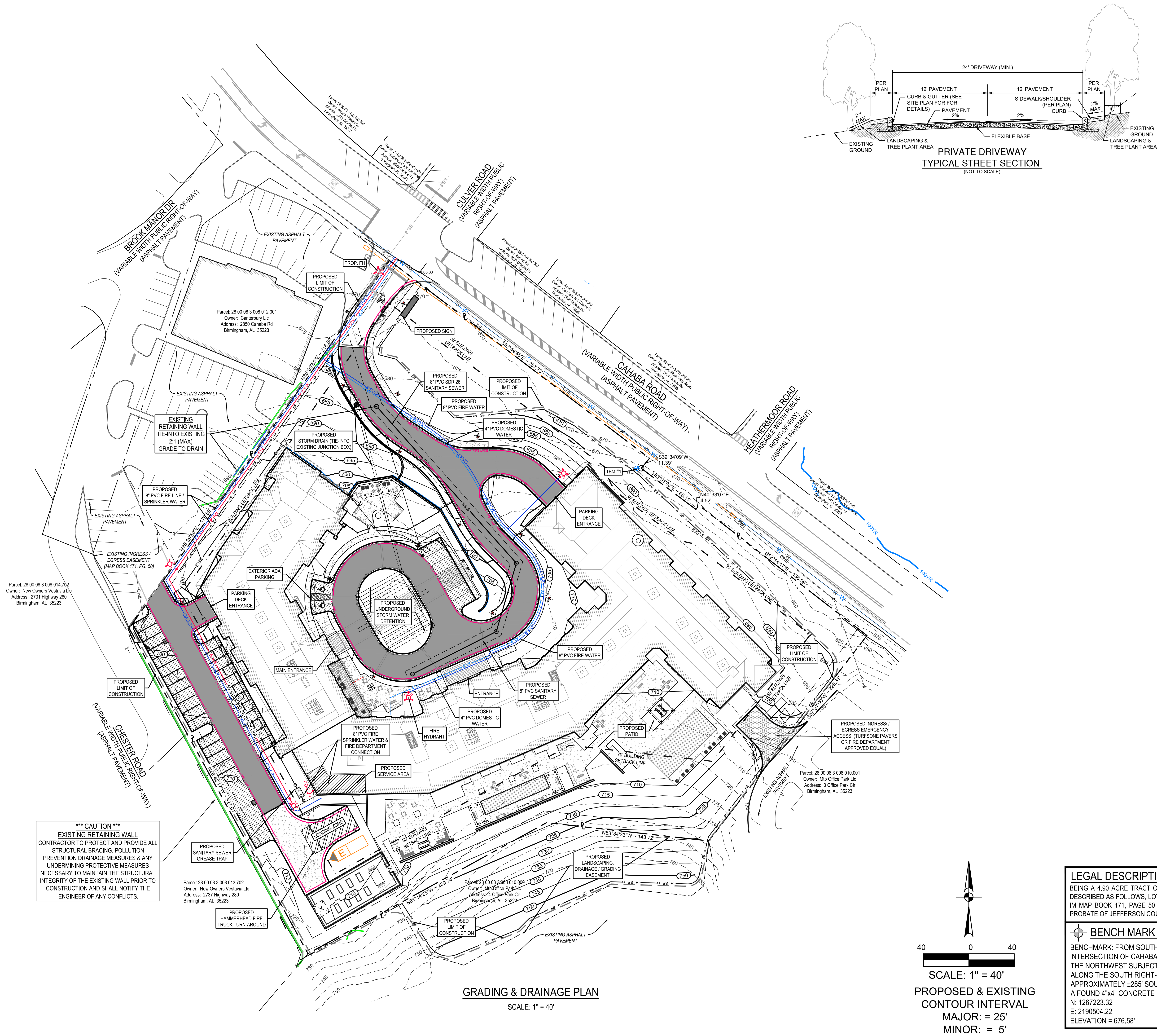
C201



SCALE: 1" = 40'

SCALE: 1" = 40'

TOM October 20, 2023
C:\Users\Tomi\Live Oak Engineering\Projects - Documents\240-Dominion Partners\240-1 Mountain Brook Senior Living\30 - Civil\32 - Productions\240-01 Mountain Brook Sr Living (Ex. Demo) dwg [EXISTING CONDITIONS & DEMOLITION PLAN]



- ### SITE GRADING NOTES
- ALL DETENTION AREAS SHALL BE SODDED INCLUDING THE TIE-IN SLOPES.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING TIE-IN POINTS, STRUCTURES, PIPES, ETC., PRIOR TO CONSTRUCTION.
 - NO ACCESSIBLE PARKING STALLS OR ADJACENT ACCESS AISLES SHALL EXCEED 2% SLOPE IN ANY DIRECTIONS. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO CONSTRUCTION IF CONDITIONS CANNOT BE MET ON SITE.
 - NO SIDEWALK CROSS SLOPE SHALL EXCEED 2% AND NO SIDEWALK LONGITUDINAL SLOPE SHALL EXCEED 5%. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO CONSTRUCTION IF CONDITIONS CANNOT BE MET ON SITE.
 - FINISH SURFACES TO BE SMOOTH AND EVEN WITH NO ABRUPT OR AWKWARD CHANGES IN GRADE. IF SPECIFIC GRADES AND SLOPES ARE NOT SHOWN FOR WORK IN ANY AREA, THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS ACHIEVED AWAY FROM BUILDINGS AND STRUCTURES AND TIE INTO EXISTING CONDITIONS.

TRENCH EXCAVATION SAFETY PROTECTION
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

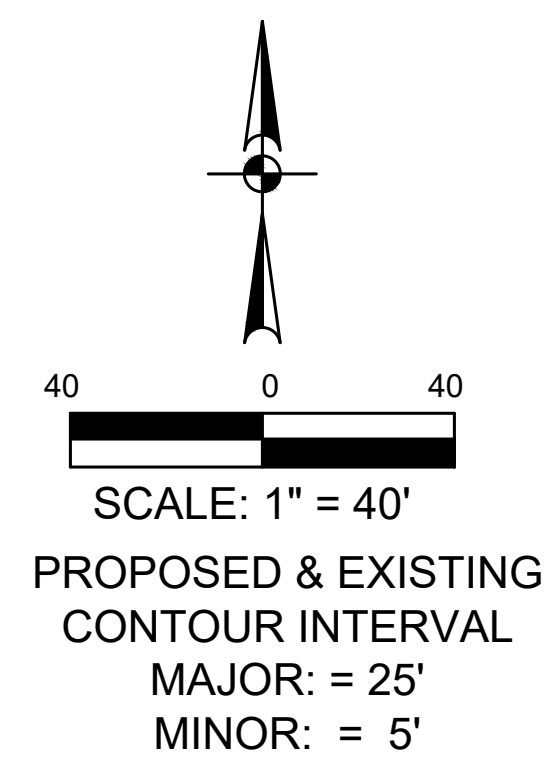
CAUTION!!
THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 811 A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTOR'S SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

- ### LEGEND
- TC 8XX.XX PROPOSED TOP OF CURB/CONCRETE
 - EP 8XX.XX PROPOSED EDGE OF CONCRETE PAVEMENT
 - 8XX.XX PROPOSED SPOT ELEV.
 - 2% PROPOSED PAVEMENT SLOPE
 - FLOW DIRECTION
 - PROPOSED HEAVY DUTY CONCRETE
 - PROPOSED LIGHT DUTY ASPHALT PAVEMENT
 - PROPOSED HEAVY DUTY ASPHALT PAVEMENT
 - PROPOSED SWALE

- ### LEGEND
- PROPERTY LINE
 - ADJACENT PROPERTY LINES
 - LIMITS OF CONSTRUCTION
 - FOUND IRON ROD / CAP
 - SURVEY BENCHMARK
 - SURVEY CONTROL POINT
 - EX CURB & GUTTER
 - PROPOSED CURB & GUTTER
 - EDGE OF PAVEMENT
 - EX CONTOUR LINE
 - PROPOSED CONTOUR LINE
 - FENCE
 - WATER SERVICE & SIZE
 - FIRE WATER SERVICE LINE
 - FIRE DEPT CONNECTION
 - WATER METER
 - WATER VALVE EX/PROP
 - FIRE HYDRANT EX/PROP
 - SIGN
 - OVERHEAD ELECTRIC / POWER
 - UNDERGROUND ELECTRIC
 - UNDERGROUND UTILITY
 - CABLE/TELE BOX
 - LIGHT POLE
 - ELECTRIC TRANSFORMER
 - ELECTRIC BOX / METER
 - GAS SERVICE / METER / VALVE
 - SANITARY SEWER
 - FORCEMAIN
 - SANITARY SEWER LINE
 - SANITARY SEWER MANHOLE / GRINDER PUMP
 - SANITARY SEWER CLEAN-OUT
 - STORM DRAIN MANHOLE / CATCH BASIN / JB
 - SILT FENCE
 - SANITARY SEWER CLEAN-OUT
 - PROPOSED CONSTRUCTION
 - EQUIPMENT STORAGE AREA
 - EQUIPMENT STORAGE AREA
 - PROPOSED CONCRETE
 - WASHOUT PIT

LEGAL DESCRIPTION
BEING A 4.90 ACRE TRACT OF LAND AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, LOT 2, VILLAGE GREEN, AS RECORDED IN MAP BOOK 171, PAGE 50 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

BENCH MARK TBM #1
BENCHMARK: FROM SOUTHWEST CORNER OF THE INTERSECTION OF CAHABA ROAD & CULVER ROAD, BEING THE NORTHWEST SUBJECT PROPERTY CORNER AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF CAHABA ROAD APPROXIMATELY 1285' SOUTHEAST & 12' SOUTHWEST TO A FOUND 4"x4" CONCRETE MONUMENT
N: 1267223.32
E: 2190504.22
ELEVATION = 676.58'



GRADING & DRAINAGE PLAN
SCALE: 1" = 40'

PROPOSED & EXISTING CONTOUR INTERVAL
MAJOR: = 25'
MINOR: = 5'

PRINTS ISSUED
10/11/23 PLANNED UNIT DEVELOPMENT DISTRICT
REVISIONS:

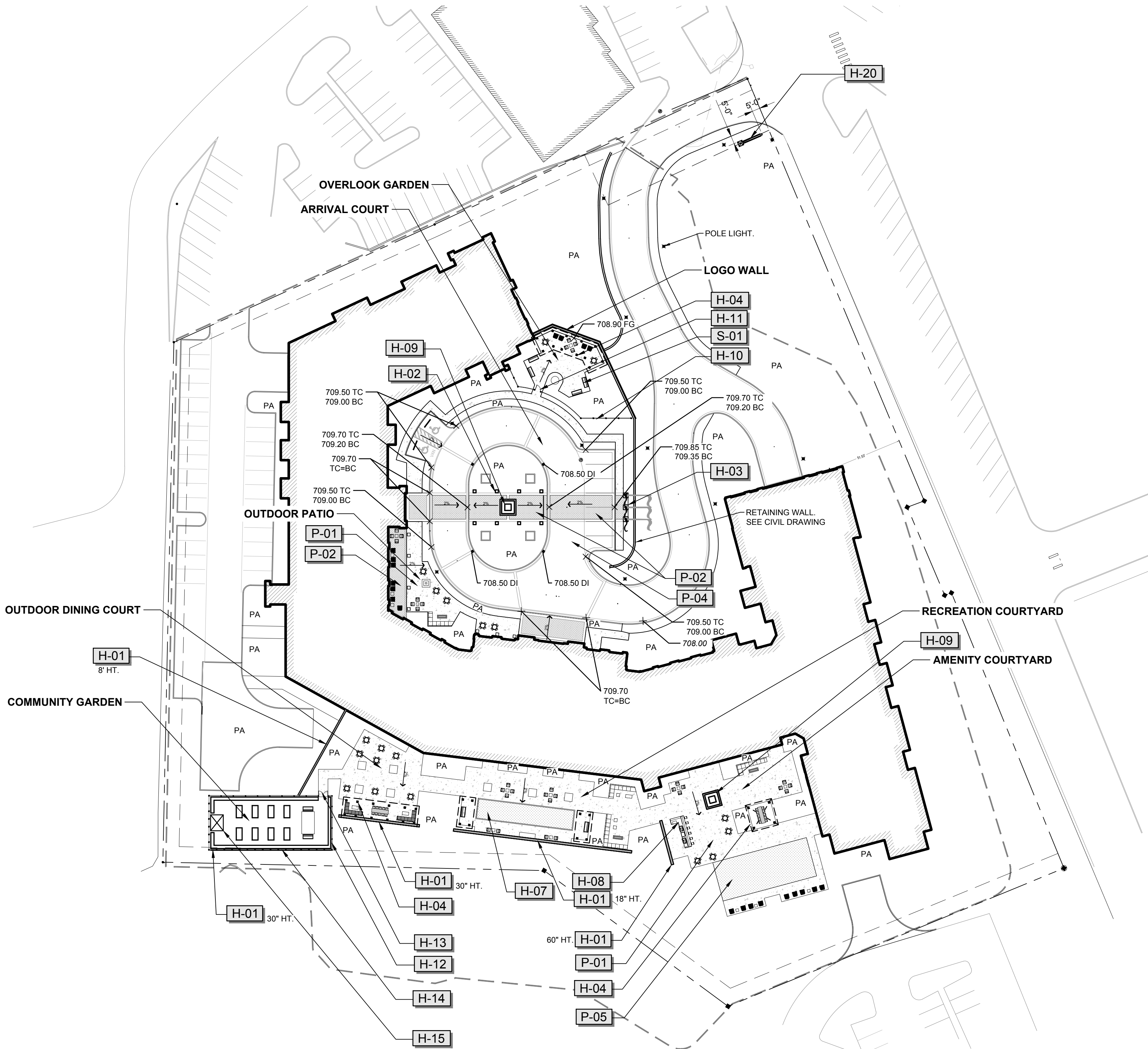
DOMINION PARTNERS

LIVE OAK ENGINEERING
2509 7TH AVENUE SOUTH
BIRMINGHAM, AL 35233
LIVEOAKENGINEERING.COM
PHONE: (205) 637-3115
CIVIL JOB: #240-1

PRELIMINARY
NOT FOR
CONSTRUCTION

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

SHEET TITLE
PAVING, GRADING & DRAINAGE PLAN
PROJECT NUMBER: 22050
SHEET NUMBER:
C300



HARDSCAPE PLAN



ENTRY SIGN DESIGN INTENTION
EXHIBITS FOR ILLUSTRATIVE PURPOSES ONLY. THIS IMAGE IS FOR DESIGN INTENTION ONLY AND SUBJECT TO CHANGE INCLUDING, BUT NOT LIMITED TO MATERIAL, COLOR, AND SIZE, ETC.

REFERENCE NOTES	
REFERENCE NOTES SCHEDULE	
SYMBOL	DESCRIPTION
H-01	GARDEN WALL: STONE VENEER FINISH ALL EXPOSED SURFACE, 4" THICK CAST STONE CAP. STONE TO MATCH BUILDING FACADE STONE. CMU STRUCTURE WITH REINFORCEMENT, CONCRETE FOOTING. WALL HEIGHT SEE PLANS.
H-02	STONE PEDESTAL. STONE PEDESTAL VENEER TO MATCH STONE ON BUILDING FACADE. 4" THICK FULL PIECE CAP. 24" SQUARE BASE, TAPERD BODY. 30" HT.
H-03	FLAG POLE BASE. 36" SQUARE VENEER BASE, TAPERED BODY. 24" HT. FULL PIECE STONE CAP. REINCORCED CONCRETE FOOTING.
H-04	DECORATEIVE WOOD ARBOR STRUCTURE. 9'-0" HT. CLEARANCE. WOOD POST ON STONE BASE.
H-07	BOCCE COURT. CONCRETE AND WOOD FRAMING. SYNTHETIC LAWN SURFACE. ADA ACCESS RAMP.
H-08	SUMMER KITCHEN. GRILL, GREEN EGG GRILL, PIZZA OVEN, AND SINK. ADA ACCESSIBLE SPACE. BAR TABLE AND STOOL CHAIR AT ONE SIDE.
H-09	DECORATIVE WATER FEATURE.
H-10	DECORATIVE METAL FENCE. ALUMINUM, 6'-0" HT MIN. COLOR BLACK. 'ECHELON' BY AMERISTAR OR SIMILAR.
H-11	DECORATIVE METAL GATE: ALUMINUM, 6' HT. SELF CLOSING HINGE WITH PANIC HARDWARE. MUST MEET CODE REQUIREMENT. COLOR BLACK. ECHELON BY AMERISTAR
H-12	COMMUNITY GARDEN WOOD WOOD FENCE. 6'-0 TALL SOLID WOOD PANEL FENCE. WITH WOOD POST AT 8' O.C. CONCRETE FOOTING FOR THE POST.
H-13	COMMUNITY GARDEN GATE. GATE DESIGN STYLE TO MATCHING THE FENCE ADJACENT. SELF CLOSING HINGE WITH PANIC HARDWARE.
H-14	COMMUNITY GARDEN FENCE. HOG PANEL FENCE WITH CUSTOM WOOD FRAMING.48" HEIGHT, 8 GAUGE WIRE MESH.
H-15	OUTDOOR GARDEN TOOL SHED. 8' X 10' X 8'HT WOOD STRUCTURE WITH ROOF.
H-20	ENTRY SIGN: WOOD STRUCTURE FRAME WITH SIGN PANEL ON STONE BASE WALL. STONE PEDESTAL AT END. SIGN HEIGHT NOT EXCEED 6'-0". DISPLAY AREA OF SIGN NOT EXCEED 15 SQ. FT.
PAVING	
SYMBOL	DESCRIPTION
P-01	ETCHED CONCRETE PAVING 4" THICK REINFORCED CONCRETE FOR PEDESTRIAN TRAFFIC AREA. SAWCUT JOINTS PATTERN. APPLY GRACE TOPCAST SURFACE RETARDER #3 COLOR-VIOLET FOR ETCHING
P-02	STAMPED CONCRETE PAVING. PATTERN AND COLOR TO BE SIMILAR TO THE STONE FINISH ON BUILDING FACADE. 4" THICK REINFORCED CONCRETE FOR PEDESTRIAN TRAFFIC AREA, 6" THICK REINFORCED CONCRETE FOR VEHICULAR TRAFFIC AREA.
P-04	CONCRETE PAVING AT MOTOR COURT DRIVE. REINFORCED STANDARD CONCRETE PAVING FOR VEHICULAR TRAFFIC. LIGHT TOPCAST RETARDED FINISH FOR FIELD, HEAVY TOPCAST RETARDED FINISH FOR BANDING. PAVING SECTION SEE CIVIL DETAIL.
P-05	SYNTHETIC LAWN. BY SYNLAWN. MODEL-SYNZOYSIA-X49. HEAT CONTROL INSTALLATION SEE MANUFACTURE SPECIFICATION.
SITE FURNISHINGS	
SYMBOL	DESCRIPTION
S-01	DECORATIVE BENCH WITH BACK. BREAKWATER BENCH WITH BACK 8 FT. POLYESTER POWDER COAT FINISH MATTE BLACK.
NORTH	
SCALE	

PRINTS ISSUED
10/11/23 PLANNED UNIT DEVELOPMENT DISTRICT
REVISIONS:

DOMINION
PARTNERS



PRELIMINARY
NOT FOR
CONSTRUCTION

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

SHEET TITLE
HARDSCAPE PLAN

PROJECT NUMBER: 2023-042

SHEET NUMBER:

L-1.1

3-D Renderings



1 CAHABA ROAD APPROACH - ENTITLEMENTS



2 BUILDING AXON - ENTITLEMENTS

PRINTS ISSUED

10/11/23 PLANNED UNIT DEVELOPMENT
DISTRICT

REVISIONS:

DOMINION
PARTNERS



rosemann
& ASSOCIATES P.C.

3290 Northside Parkway NW, Ste 850 ARCHITECTURE
Atlanta, GA 30327-2284 INTERIOR DESIGN

p: 678.590.3200 ENGINEERING
w: www.rosemann.com PLANNING

© 2023 Rosemann & Associates, P.C.

DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

PRELIMINARY
NOT FOR
CONSTRUCTION

****FOR ILLUSTRATIVE
PURPOSES****

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT

2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

SHEET TITLE
ENTITLEMENT PERSPECTIVES

PROJECT NUMBER: 22050

SHEET NUMBER:

A3.0



NORTH EAST AL MC ELEVATION



EAST AL MC ELEVATION



SOUTH EAST BACK OF HOUSE ELEVATION



SOUTH IL ELEVATION



SOUTH IL WING ELEVATION



EAST IL WING ELEVATION



NORTH IL IWNG ELEVATION



NORTH WEST MORTORCOURT ELEVATION



FULL BUILDING - NORTH ELEVATION

PRINTS ISSUED
10/11/23 PLANNED UNIT DEVELOPMENT
DISTRICT
REVISIONS:

DOMINION
PARTNERS

rosemann
& ASSOCIATES P.C.
3290 Northside Parkway NW, Ste 850 ARCHITECTURE
Atlanta, GA 30327-2284 INTERIOR DESIGN
p: 678.590.3200 ENGINEERING
w: www.rosemann.com PLANNING
© 2023 Rosemann & Associates, P.C.
DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

PRELIMINARY
NOT FOR
CONSTRUCTION

**FOR ILLUSTRATIVE
PURPOSES**

MOUNTAIN BROOK SENIOR LIVING
PLANNED UNIT DEVELOPMENT DISTRICT
2900 CAHABA RD
MOUNTAIN BROOK, AL 35223

SHEET TITLE
ENTITLEMENT RENDERS

PROJECT NUMBER: 22050

SHEET NUMBER:

A3.1

Comparative Zoning Analysis

Multifamily Zoning (Village Overlay - Stacked Flats Building Type; Residence G)			
	BASE ZONING DISTRICT	PROPOSED PLAN	CAUSE OF DEVIATION
Purpose	(a)General purposes. The village overlay standards are designed to:(1)Implement the village master plans, officially recommended by the planning commission as part of the overall master plan for the City of Mountain Brook and promote the health, safety, morals and general welfare of the community.(2)Provide for the kind, character and use of structures and improvements that may be erected or made within the villages, to promote and preserve the unique character and encourage pedestrian use of each of the villages.(3)Regulate the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land subject to the standards, in conformance with the village master plan.(4)To permit differences in the height, mass, scale, design, type, and uses of buildings subject to the standards based on the relationship of sites to specific public streets, open spaces, and to surrounding parcels.(5)To allow coordinated development in the villages according to a comprehensive master plan that best complements the design and investment by the city in streets, open space and other public infrastructure.	Complies	None
Permitted Uses	The uses permitted in the Residence G District shall be stacked flat dwelling units. (Ord. No. 1765, § 1(19-30-2), 2-25-2008)	Complies	None
Area and Dimensional Requirements	The maximum allowable density for the Residence G District shall be 12 units per acre per floor. All other lot and building standards shall be as specified in the village overlay standards, or where the Residence G District is used in conjunction with a PUD plan, the lot and building standards shall be based upon those specified in the village overlay standards and modified only as specifically identified in the approved PUD plan. (Ord. No. 1765, § 1(19-30-3), 2-25-2008)	Complies	None
Additional Requirements			
Service Yards	Each building erected in a Residence G District shall be provided with a service yard for the storage of garbage, trash and maintenance equipment. Each such yard shall be located so as to be conveniently accessible by a street, alley or driveway to vehicles collecting such refuse and to occupants of the building or buildings served by such yard. Each such yard shall be paved with asphalt or concrete and shall be enclosed by an opaque wall or fence of permanent construction, at least six feet, but not more than eight feet, in height, and designed and constructed so as to conceal the service yard from visibility from outside such wall or fence. The entrance to the service yard shall be screened by a gate constructed of an opaque material, which gate must be at least six feet, but not more than eight feet, in height.	Complies	None
Sidewalks	Sidewalks of not less than five feet in width shall be provided between any parking area and the building or buildings which they serve, and there shall be a curb between all parking areas and any adjacent sidewalk.	Complies	None

Multifamily Zoning (Village Overlay - Stacked Flats Building Type; Residence G)

	BASE ZONING DISTRICT	PROPOSED PLAN	CAUSE OF DEVIATION
Exterior Lighting	If artificial illumination is provided for a parking area, it shall be arranged so as to shine and reflect away from any adjacent residential areas and away from any streets adjacent to or near the parcel. No lighting fixtures used for any parking area shall be elevated more than 14 feet above the ground, except for a light which is installed on the ceiling of a porch of a dwelling unit and is designed to illuminate only such porch. Each lighting fixture shall be designed and installed so as to direct its beam of light below the horizontal plane of such lighting fixture.	Complies	None
Development Plan	Any rezoning proposal for the Residence G District shall submit a development plan in conformity with section 129-234 of this Code demonstrating compliance with all site and building standards of this district, the applicable overlay standards, and conformance with the village master plan and design guidelines.	Complies	None
Stacked Flats building type			
Site Specifications			
Required lot width	60' minimum	Complies	None
Minimum lot depth	100'	Complies	None
Required front building line	<i>Between 22' & 26'</i>	Does not comply	Due to limited street frontage and topography, the buildings are best sited interior to the site and not addressing the street.
Front entrance extensions	An enhanced front entry may extend up to 8' beyond the constructed front building line of the building provided: (a) it occupies no more than 60% of the front façade (b) it remains unenclosed, with no fixed windows or screens. © any roof structure on or associated with is up to one and one-half stories; and (d) it is designed as an extension of the primary building using the same foundation, building materials, architectural styles, and ornamentation as the primary building.	Does not comply	Due to limited street frontage and topography, the buildings are best sited interior to the site and not addressing the street.
Street Wall	between 65% and 100% of the street facing façade length	Does not comply	Due to limited street frontage and topography, the buildings are best sited interior to the site and not addressing the street.
Minimum Side Setback	10% of the lot width or 10', whichever is less; except that 15' shall be required if more than 50% of the side lot line abuts a lot zoned for, or having and existing lower intensity residential use.	Complies	None
Minimum Rear Setback	20'	Complies	None

Multifamily Zoning (Village Overlay - Stacked Flats Building Type; Residence G)			
	BASE ZONING DISTRICT	PROPOSED PLAN	CAUSE OF DEVIATION
Maximum lot coverage (footprint)	60% reduced by an additional Open Space requirement by Section 129-554 for residential uses.	Complies	None
Site access (vehicles)	Vehicle access limited according to street frontage type and as further specified in Section 129-555 (d) (1)Primary frontages. Vehicle access is prohibited except for one mid-block shared access area providing access to multiple lots within the block, and not to exceed 20 feet in width. All other vehicle access to individual lots shall be via alleys or off secondary, access, or support streets identified in the master plan.	Shared access drive, not does not comply with overlay requirements	Exceeds 20' max. width to accommodate a three-lane configuration
Mass and Height Specifications			
Maximum Height (external)	3-story: 36' to eaves/cornices plus roof structure (actual permitted stories for individual sites is controlled by the applicable Building and Development Regulating Plan)	Does not comply	To accommodate site conditions and program requirements, a single structure solution is most efficient. This requires 5-stories and 90'-0" in height
Required Ground Floor Elevation	1.5' to 4' above grade at front building line	Does not comply	due top program, all entries must be accessible and at grade
1st story height	10' to 15'	Complies	None
Upper story heights (internal)	10' to 15'	Complies	None
Roof Structure heights	Steep Pitch (14:12 to 20:12) 16' maximum provided that no building shall exceed 46 feet in height Pitched roof structures may have additional floor areas which may be occupied without counting towards the story maximum for purposes of the applicable building and development regulating plan, provided the additional floor area is: (a) associated with and accessory to the floor area of the top story and (b) limited so that the areas with clear ceiling height of 7'-0" or more is no more than 50% of the floor area of the story immediately below.	Does not comply	Proposal complies with steep slope requirements, due to overall structure size, our roof structure height far exceeds the typical anticipated condition.
Façade Specifications			
First Story Transparency	15-40%	Complies	None
Upper Story Transparency	15-40%	Complies	None
Primary Entrance	1 Enhanced Primary Entrance for each building	Complies	None
Bays	Differentiated bays are required a minimum of every 25' and a maximum of every 50'	Complies	None
Façade Projections	Bay windows and balconies may extend up to 5' from the façade	Complies	None
Building height exceptions	(2)Ornamental features. A height exception may be permitted for ornamental features on all buildings where such features do not exceed an additional six feet in height and where said feature is limited to the following: spires, chimneys, chimney pots, flag poles, and weather vanes.	Does not comply	Due to overall structure size, our roof structure height far exceeds the typical anticipated condition. Consequently, the architectural features that exceed that height are also scaled proportionally to the roof mass.

Multifamily Zoning (Village Overlay - Stacked Flats Building Type; Residence G)

	BASE ZONING DISTRICT	PROPOSED PLAN	CAUSE OF DEVIATION
Open Space Standards	Standards. Lots shall contain public or quasi-public open space in addition to open space created implicitly by the operation of setbacks, maximum lot coverage or other building regulations. The required open space shall be based upon the type of use and building type and mass based upon the following table. The required open space shall be in addition to any required setbacks for the lot and building type, and must occur within the otherwise allowable building footprint. Open space required for townhouse or stacked flat building types may be located at any location within the otherwise allowable building footprint. Open space must be functional and should utilize the design guidelines for open space in the village master plans, but may not consist of parking areas, service areas or site utility areas. [refer to section 5.4, Open Space Design, of the Design Guidelines of the Village Master Plan for specific strategies for open space design]. Residential Uses require 100sf of open space per dwelling unit.	Does not comply	Complies as program use allows. For safety reasons, some resident dwelling will not have access to balcony or ground level patio conditions.
Parking, vehicle, and pedestrian access standards			
Required parking	By base zoning regulations (Residence G) (1)Minimum offstreet parking per dwelling unit: Two spaces. a.Exception: Projects over 20 dwelling units, and which may have a substantial mix of dwelling units which could be designed for families with fewer than two vehicles may propose an alternative parking ratio. The proposal for a reduced rate shall be based on demonstrated and convincing market and demographic data regarding the parking demand per each dwelling type included in the mix. Approval of an alternative ratio is in the sole discretion of the city council, based on a recommendation of the planning commission.(2)Visitor and accessory parking shall be provided based on the following: Eleven or more units: Five spaces plus one-fourth additional parking space for each unit over ten; (3)Any offstreet surface parking, interior parking or parking structures for the dwelling units and for visitor or accessory parking shall meet the parking design and vehicle access limitations of the village overlay standards.	Complies	None
Vehicle access limitations	Vehicle access to all lots subject to the village overlay standards shall be limited according to frontage type indicated on the applicable building and development regulating plan based upon the following standards:(1)Primary frontages. Vehicle access is prohibited except for one mid-block shared access area providing access to multiple lots within the block, and not to exceed 20 feet in width. All other vehicle access to individual lots shall be via alleys or off secondary, access, or support streets identified in the master plan.	Complies	None
Sidewalk standards	Any development fronting on streets that do not currently have sidewalks shall include sidewalks in association with the site development according to the following:(1)Sidewalks on primary village street designated in the Circulation and Urban Design Plan of the Village Master Plan, adopted June 2007, shall be between eight-foot and 12-foot wide.	Complies	None
Material specifications		See Pattern Book	

Pattern Book

English Tudor Style



The English Tudor Revival Style:

English Tudor Revival Style- Tudor Revival architecture first manifested itself in domestic architecture in the United Kingdom in the latter half of the 19th century. Based on revival of aspects that were perceived as Tudor architecture, in reality it usually took the style of English vernacular architecture of the Middle Ages that had survived into the Tudor period. The style later became an influence elsewhere, especially the British colonies. It was associated with the Arts and Crafts movement.

Largely forgotten for three centuries, the Tudor style reappeared in the United States in the early 1900s but built using the same wood-framing methods used to construct other homes of the era. Americans embraced the Tudor style, building new homes that blended some of the old-world design elements with modern home-building techniques. The Tudor Revival Style has many alternate labels: Elizabethan, Jacobean, Queene Anne & Cotswold.

Cousins of the Stick-style house, Tudor Revivals eschewed authentic half-timber construction and often featured brick or stone walls on the first story, and upper floors that were stud-framed and covered with a veneer of stucco and decorative faux timbers. Cross gables were commonly included in the plans, as were typically Tudor features like steep rooflines and gabled windows with leaded-glass mullions. The traditional thatched roof, however, was replaced by slate. They typically had clustered chimney stacks of stone and brick. Interiors incorporated such Tudor-style elements as decorative beamed ceilings, arched doorways, plaster walls, and detailed wooden staircase.



Common Characteristics:

- Decorative Half-Timbering
- Use of Mixed Building Materials
- Large Groupings of Windows
- Attention to Detail in the Entrance
- Steeply pitched roofs and multiple gables.
- Two or three stories high.
- Rectangular design.
- Half-timbered exterior façade used in conjunction with stucco, detailed panelling, and decorative brickwork.
- Cantilevered (overhanging) second story extending over a large porch.
- Tall windows with multiple square- or diamond-shaped panes; some are leaded glass.
- Tall ornate brick chimneys.
- Chunky metal door hardware that lends a Medieval look.
- Earth-tone cladding colors (tan, brown, buff).
- Asymmetrical floor plans.
- Interiors with (faux) exposed ceiling beams overhead.
- Oversized, stained wood detailing, including wainscoting and trim.
- Jetties, or overhangs formed when the second floor extends beyond the dimensions of the first (a feature made popular in cities where the first-floor footprint was limited by the street outside.)



The English Tudor Revival Style:

Key Exterior Elements:

- Low pitched, gabled secondary roof forms (occasionally hipped) with wide unenclosed eave overhang
- Exposed roof rafter tails
- Simplified decorative beams or brackets under gables
- One and half stories for entry porches and secondary volumes
- Horizontal shape
- Porch with thick square or tapered columns
- Porch support bases extending to ground level
- Wall Cladding typically wood (Fiber Cement modern equivalent), stone, or stucco
- Chimney expressed on the exterior wall
- Exposed gutters and downspouts
- Earth-tone exterior paint and stain colors



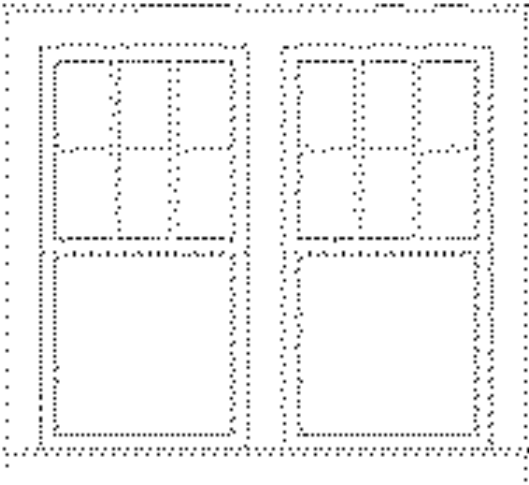








Organic



Median



Refined



Organic



Median



Refined

The English Tudor Revival Style:



Exterior Porches and Brackets



The English Tudor Revival Style:

Exterior Lighting



Appendix A

Owner Written Statement

Owner Authorization Statement

I, Ladd Tucker, member of MTB Office Park, LLC, which is the owner of 2900 Cahaba Rd, Mountain Brook, AL 35233 (Parcel ID Number 28 00 08 3 008 012.002) am requesting application for Rezoning from Local Business to PUD approval for the development of an assisted living facility.



_____ dated 10/13/2023_____

Ladd Tucker, Member

MTB Office Park, LLC

I, Ladd Tucker, member of MTB Office Park, LLC, which is the owner of 2900 Cahaba Rd, Mountain Brook, AL 35233 (Parcel ID Number 28 00 08 3 008 012.002) am providing written authorization for Dominion Senior Living of Birmingham, LLC to act as agent for the property.



dated 10/13/2023

Ladd Tucker, Member

MTB Office Park, LLC

Appendix B

Sec. 129-264

Planned Unit Development Area &
Dimensional Standards

Sec 129-433

Basic Requirements for Application for Rezoning

Sec. 129-264. Area and dimensional requirements.

- (a) *Spacing and setbacks of buildings and structures.* The spacing, height and setback of buildings and structures, and the required parking and parking design requirements associated therewith, shall generally meet the standards of the applicable base zoning district(s) included in the master site plan. Modification from these requirements may be made through the proposed master development plan. The planning commission may recommend and the city council may approve arrangements that better meet the purposes of this district, the city master plan, or any applicable village master plan. Required parking for master development plans for property located in the Highway 280 gateways may utilize the provisions under subsection 129-555(b)(3).

A. See development plan sheet C100 on page 17

- (b) *Density.* The permitted number of dwelling units and building intensity in a PUD may not exceed the number which would otherwise be allowed in the base zoning district(s) which are used as a basis for the master development plan, though the city council may approve other densities that better meet the purposes of this district and any specific policies and goals of the city master plan and any applicable village master plan. In this regard, the PUD application shall be considered similar to a rezoning request to all of the districts that make up the basis of the master development plan. The burden of proof shall be on the developer to show that existing or proposed facilities and utilities can handle the requested intensity of development.

A. Res-G allows for 12 units per floor per acre. On our 4.9 acre site, that's a max of 58.8 units per floor. Proposal entails 166 units on 4 floors = 8.47 units per floor per acre, See project narrative page 5.

- (c) *Property development standards.* Property development standards for a PUD shall be determined by the city council after receiving recommendations from the planning commission. The development of the PUD must be compatible with the topography of the parcel and must preserve any unusual topographic or natural features of the parcel. The development shall not adversely affect the developed or undeveloped property in the vicinity of the PUD, and the development must be compatible with such other property with regard to density, size of buildings, architectural style and type of use. The city council's determination as to whether the proposed development of the PUD is compatible with the neighboring properties with regard to the forgoing criteria shall be presumptively correct. Adequate water, sewer, streets, open spaces and other facilities and utilities must be available for the proposed PUD or there must be a definite proposal for making them available at the expense of a party other than the city. Depending upon the density of the proposed PUD and the type of uses proposed for the PUD, the city council may require such building setbacks for any front yards, side yards, or back yards, along with such buffers, walls, hedges, shrubs, trees, and other designed transitions as the city council deems necessary and appropriate for the preservation of the character of the other property in the vicinity of the PUD. The city council may impose such reasonable conditions, terms or limitations which it finds necessary or helpful for the protection and promotion of the public health, safety, morals and welfare of the city.

A. See development plan sheet C100 on page 17 and Zoning analysis page 26

- (d) *Other regulations.* All applicable regulations provided for elsewhere in this chapter, including minimum parking requirements and density standards, shall be in force except where the matters covered by such regulations are specifically addressed in this article.

A. See development plan sheet C100 on page 17 and Zoning analysis page 26

- (e) *Master development plan.* The proposed master development plan ("proposed plan") shall include the following information: **A. See development plan sheet C100 on page 17**

- (1) The location and size of the parcel to be developed as a PUD, including its legal description and a current perimeter survey prepared and certified by a surveyor who is licensed as a surveyor by the state. The survey must show all streets which are adjacent to the parcel, all easements and rights-of-

- way on the parcel and the location of any existing buildings or other structures which shall be a part of the PUD. [A. See Development plan on sheet C100 on page 17 survey and legal description sheet C200 on page 18](#)
- (2) A vicinity map showing the parcel in relation to surrounding property and a general description of the surrounding area, including the current zoning and land uses of the surrounding area. [A. See G0.0 on page 10](#)
 - (3) A statement of the planning objectives to be achieved by the PUD. The statement should include a description of the proposed development and the rationale behind the assumptions and projections made by the applicant. [A. See architectural narrative on page 09](#)
 - (4) The density of land use to be allocated to all parts of the PUD site, together with tabulations by acreage and percentage of the parcel to be occupied by each proposed use. [A. See development plan sheet C100 on page 17](#)
 - (5) The location, size, and character of all buildings, including identification of the base zoning district related thereto and contemplated use(s) of the building. If any proposed building does not meet the standards of the base zoning district associated with it, a description of the specific standards which are not met by the proposed building, a description of the deviations from those standards and the reasons why the deviations are necessary must be provided. [A. See page 27.](#)
 - (6) The location, size and character of any common open space or any commonly owned facilities and the type or organization which will own and maintain any commonly owned open space or facilities. [A. See conceptual landscape plans \(L1.1 & L8.1 \) on page 21-22](#)
 - (7) The number, location and layout of parking spaces and attendant driveways and other areas necessary for the maneuvering of motor vehicles. [A. See conceptual landscape plans \(L1.1 & L8.1 \) on page 21-22](#)
 - (8) Means of access to and from the PUD site. [A. See development plan sheet C100 on page 17](#)
 - (9) Location and dimensions of any service yards. [A. See development plan sheet C100 on page 17](#)
 - (10) A landscaping plan. [A. See conceptual landscape plans \(L1.1 & L8.1 \) on page 21-22](#)
 - (11) The outside appearance of any proposed buildings. [A. See elevations \(pages 14-16 \) and renderings \(pages 24-25\)](#)
 - (12) Any signs for any proposed buildings. [A. See conceptual landscape plans \(L1.1 & L8.1 \) on page 21-22](#)
 - (13) Materials with which parking areas, driveways and sidewalks will be covered. [A. See development plan sheet C100 on page 17](#)
 - (14) Storm drainage facilities. [A. See G&D sheet C300 on page 20](#)
 - (15) Plans for providing utilities. [A. See G&D sheet C300 on page 20](#)
 - (16) A computerized or physical three-dimensional scale model of the proposed site and all buildings showing the scale, massing, and relationship of the buildings to the site and topography, to streetscapes, to open spaces, and to adjacent properties from all relevant perspectives and showing all relevant dimensions. The applicant may submit the model in electronic format if the most recent version of Sketch-Up is used, otherwise, the application shall provide perspectives from all relevant angles and at least one for each side of the buildings. Where applications include multiple similar buildings, one scale model for each similar building type may be submitted, provided all occurrences of the building type have a similar relationship to the site and topography, streetscapes, open spaces, and adjacent sites as depicted in the model. [A. See 3-D renderings \(pages 24-25\)](#)
 - (17) The substance of covenants, easements or other restrictions which will be imposed upon the use of the parcel, the buildings and other structures. [A. None Proposed](#)
 - (18) All plans shall be prepared at the scale of one inch equals 40 feet. [A. Plans provided in accordance](#)
 - (19) Any additional data, plans or specifications which the applicant or the city council believes is pertinent and will assist in clarifying the application. [A. All requests made to date have been included.](#)

b. Additional information will be provided upon request

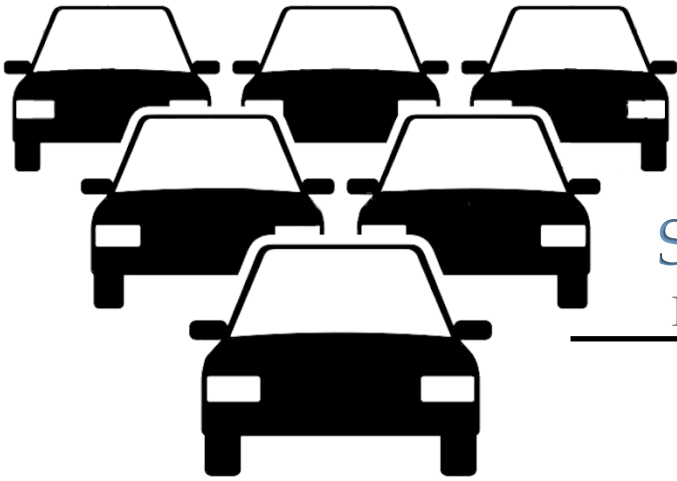
Sec. 129-433. Basic requirements for application for rezoning.

- (1) Present zoning classification of the parcel;
 - a. **Local Business District**
- (2) Zoning classification to which the applicant wishes to have the property changed;
 - a. **PUD**
- (3) The address, real estate tax parcel identification number and legal description of the parcel, and the size of the parcel in square feet and acreage;
 - a. **Address: 2900 Cahaba Rd, Birmingham, AL 25223**
 - b. **Parcel ID: 28 00 08 3 008 012.002**
 - c. **Lot 2 Village Green Map Book 171 PG 50, Jefferson County, AL**
 - d. **Size: 4.90 ac or 213,557 sf**
- (4) Name and address of the owner of the parcel;
 - a. **MTB Office Park LLC**
2900 Cahaba Rd
Mountain Brook, AL 35223
- (5) Name and address of the applicant, if he is someone other than the owner;
 - a. **Dominion Senior Living of Birmingham, LLC**
1200 Corporate Dr, Suite 225
Birmingham, AL 35242
- (6) If the application is made by anyone other than all of the owners of the parcel, written authorization from the other owners with respect to the filing of the application;
 - a. **See Appendix B**
- (7) Name and address of any party who holds a mortgage on the parcel, or any part thereof;
 - a. **MTB Office Park LLC**
2900 Cahaba Rd
Mountain Brook, AL 35223
- (8) Statement of how the parcel is to be used if the rezoning application is granted;
 - a. **166 unit Senior Living Facility**
- (9) A preliminary site plan consisting of, at a minimum, a dimensioned drawing of the parcel showing at least the location of: **See Attached PUD application Plans**
 - a. Existing and proposed buildings and other structures; **See page 17-19**
 - b. Any existing or proposed easements or rights-of-way; **See page 17**
 - c. Lot and yard areas, and how they are to be used; **See page 17, Page 21-22**
 - d. Parking areas and the location or locations at which motor vehicles will have ingress to, and egress from, the parcel; **See page 17 for site circulation, Page 12 for structured parking layout**

- e. Water supply facilities; and **See page 17**
 - f. Sewage disposal facilities; **See page 17**
- (9) Names and addresses of all property owners, any portion of whose property lies within 500 feet of any portion of the parcel included in the request for rezoning; said names and addresses are to be certified by the tax assessor or a title insurance company;
- a. **Previously provided to Mountain Brook Planning & Zoning**
- (11) A letter from an attorney or a title insurance company stating whether the parcel which is the subject of the rezoning application is subject to any covenants or restrictions and, if so, a copy of the covenants and/or restrictions; and
- See Appendix D - Title Commitment**
- (12) Any additional information which may be required by any other provision of this chapter, or which the zoning officer or the planning commission may consider necessary for an adequate evaluation of the effect of the proposed rezoning of the parcel on adjacent and nearby properties.
- See Appendix C - Traffic Study**

Appendix C

Traffic Study



Senior Living Development
MOUNTAIN BROOK, ALABAMA

TRAFFIC STUDY

October 2023

Prepared by:

SKIPPER
CONSULTING INC

Prepared for:

Dominion Partners, LLC.
1200 Corporate Drive #225
Birmingham, Alabama 35242

TRAFFIC STUDY

Senior Living Development Mountain Brook, Alabama

Prepared for:
Dominion Partners, LLC.
1200 Corporate Drive #225
Birmingham, Alabama 35242
205.776.6000
dpllc.com

Prepared by:
Skipper Consulting, Inc.
3644 Vann Road, Suite 100
Birmingham, Alabama 35235
205.655.8855
skipperinc.com



October 2023

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
Figure 1– Site Location Map	2
BACKGROUND INFORMATION	3
Site Description and Access	3
Study Area Roadways.....	3
EXISTING TRAFFIC CONDITIONS.....	4
Existing Traffic Counts.....	4
Figure 2 – Existing Peak Hour Traffic Counts.....	5
Existing Intersection Capacity Analysis	6
Table 1 – Intersection Capacity Analysis – Existing Conditions.....	6
FUTURE TRAFFIC CONDITIONS	7
Trip Generation	7
Table 2 – Trip Generation Estimates	7
Trip Distribution Patterns	7
Future Traffic Volumes.....	7
Figure 3 – Trip Distribution	8
Figure 4 – Future Peak Hour Traffic Volumes.....	9
Future Intersection Capacity Analysis.....	10
Table 3 – Intersection Capacity Analysis – Future Conditions	10
CONCLUSIONS	11

APPENDICES

Appendix A	Preliminary Site Plan
Appendix B	Traffic Count Data
Appendix C	Intersection Capacity Analysis – Existing Conditions
Appendix D	Intersection Capacity Analysis – Future Conditions

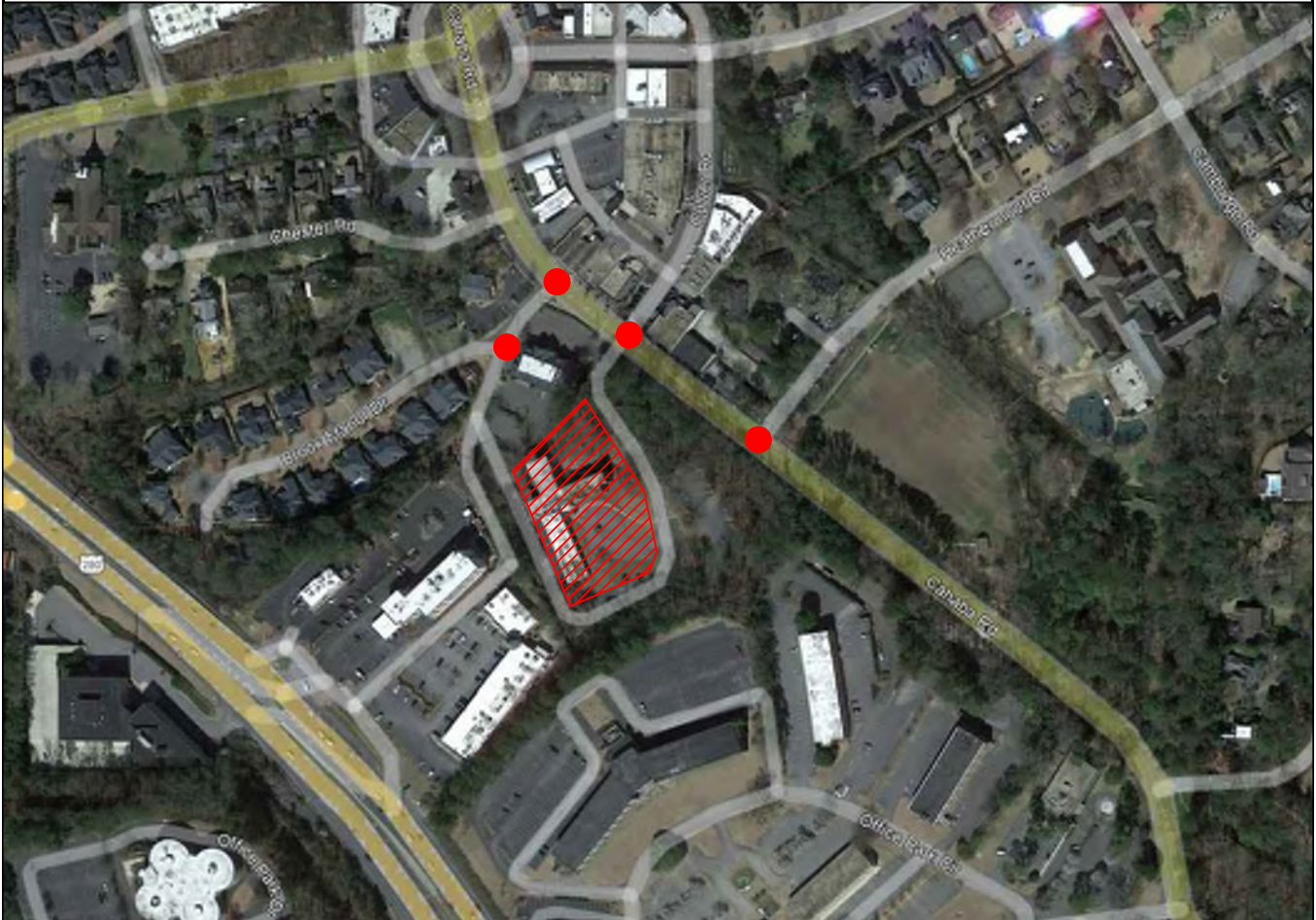
INTRODUCTION

The purpose of this report is to document the results of a traffic study conducted for a proposed senior living development to be located along Cahaba Road and Chester Road in Mountain Brook, Alabama. Access to the site is planned with two existing driveways: one full access driveway along Cahaba Road (aligning with Culver Road) and one full access driveway along Chester Road. The location of the proposed development in relation to the surrounding area roadways is shown in **Figure 1**.

This traffic study has been conducted to:

- Assess existing traffic conditions in the vicinity of the site;
- Estimate traffic to be generated by the proposed development;
- Predict the directional distribution of the traffic generated by the development;
- Assign development generated traffic to the study intersections and roadways; and
- Determine the geometric and traffic control improvements, if any, that would be needed to accommodate the planned senior living development.

Sources of information used in this report include: The Institute of Transportation Engineers; the Transportation Research Board; the Alabama Department of Transportation; the City of Mountain Brook, Alabama; Dominion Partners; Traffic Data, LLC.; and the files and field reconnaissance efforts of Skipper Consulting, Inc.



SKIPPER
CONSULTING INC

Legend



Site Area



Study Intersection



North

Scale: n.t.s

Figure 1
Site Location

Mountain Brook, Alabama

BACKGROUND INFORMATION

Site Description and Access

The proposed development site is located in the southeast quadrant of the Chester Road and Cahaba Road intersection in Mountain Brook, Alabama. The proposed site has an existing dermatological center. Access to the site will be from two driveways: one fully directional driveway along Cahaba Road; and one fully directional driveway along Chester Road. The development is planned to contain a senior care facility with varying types of senior living planned to contain approximately 101 units for senior adult housing-attached, 32 beds of assisted living, and 32 beds for memory care (nursing home) uses. The preliminary site plan for the overall development is provided in **Appendix A**.

Study Area Roadways

West of the site, Chester Road is a two-lane roadway with no posted speed limit. For the purposes of this report, Chester Road is considered a north/south roadway.

North of the site, Cahaba Road is a collector roadway with a posted speed limit of 20 miles per hour. For the purposes of this report, Cahaba Road is a north/south roadway.

North of the site, Culver Road is a two-lane roadway with no posted speed limit. For the purposes of this report, Culver Road is considered an east/west roadway.

Northeast of the site, Heathermoor Road is a two-lane roadway with no posted speed limit. For the purposes of this report, Chester Road is considered a north/south roadway.

West of the site, Brook Manor Drive is a two-lane roadway with no posted speed limit. For the purposes of this report, Brook Manor Drive is considered an east/west roadway.

.

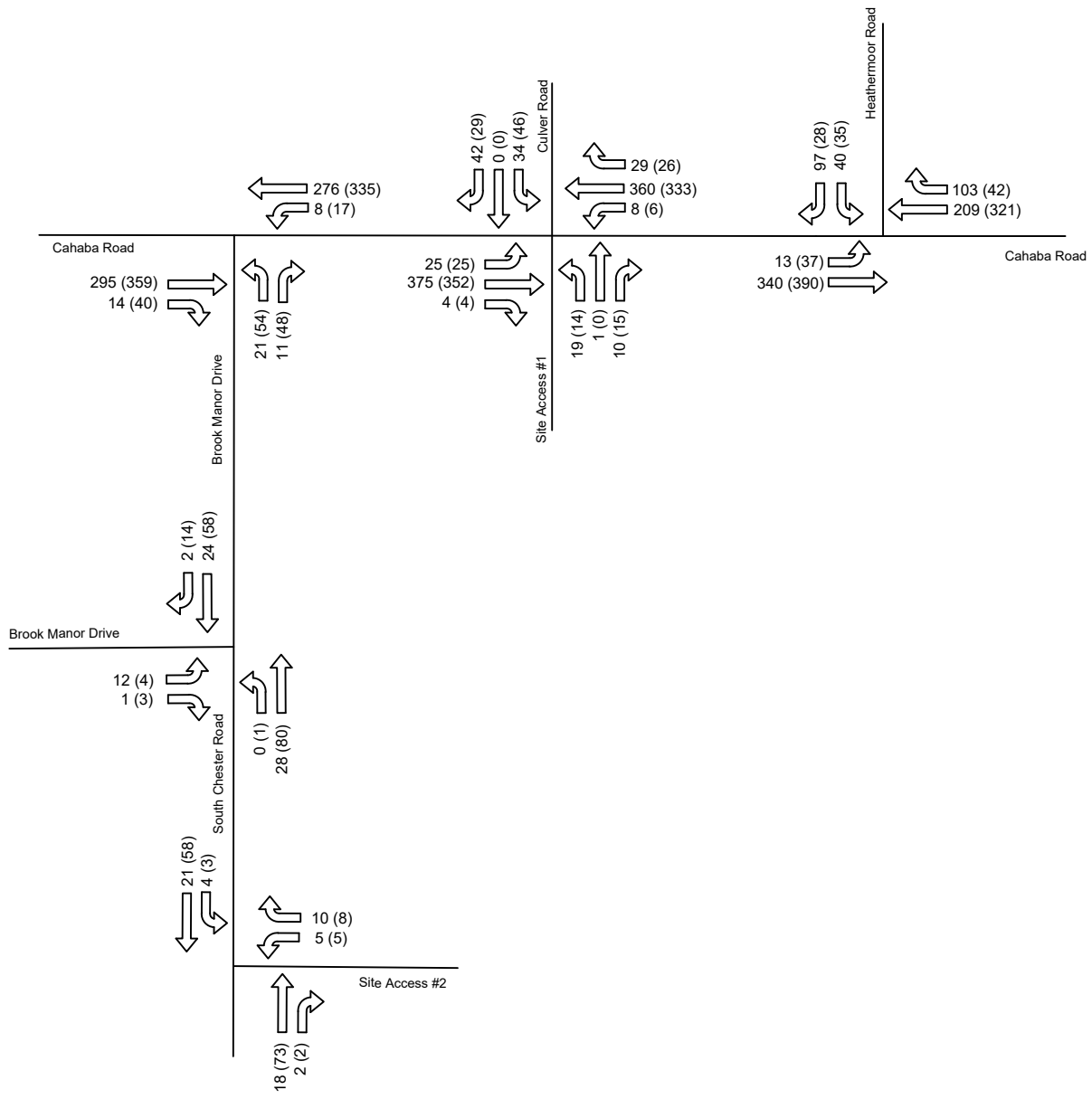
EXISTING TRAFFIC CONDITIONS

Existing Traffic Counts

The following intersections are considered study intersections in the vicinity of the development in Mountain Brook:

- Chester Road at Cahaba Road;
- Cahaba Road at Culver Road;
- Brook Manor Drive;
- Heathermoor Road and;
- Chester Road at Brook Manor Drive.

Morning and afternoon peak hour turning movement counts were conducted at the study intersections for a typical weekday beginning Wednesday, April 05, 2023. Existing traffic counts are illustrated in **Figure 2**, and detailed traffic count data is provided in **Appendix B**.



SKIPPER
CONSULTING INC

Legend
AM Peak Volume - XX
PM Peak Volume - (XX)



North
Scale: n.t.s

Figure 2
Existing Traffic Volumes

Mountain Brook, Alabama

Existing Intersection Capacity Analysis

Using methods as outlined in the *Highway Capacity Manual*, published by the Transportation Research Board, using *Synchro* software, the existing capacity and operation of the study intersections were evaluated. According to this method of analysis, traffic capacities are expressed as levels of service, ranging from “A” (best) to “F” (worst). In general, a level of service (LOS) “C” is considered desirable, while a level of service “D” is considered acceptable during peak hours of traffic flow. Existing morning and afternoon peak hour approach levels of service for the study intersections are summarized in **Table 1**, and capacity analysis printouts are provided in **Appendix C**.

Table 1 – Intersection Capacity Analysis – Existing Conditions

Intersection (Traffic Control)	Approach/Movement	Level of Service	
		AM Peak Hour	PM Peak Hour
Brook Manor Drive at Cahaba Road (<i>unsignalized</i>)	Brook Manor Drive (eastbound)	B	B
	Cahaba Road (northbound left)	A	A
	Cahaba Road (southbound)	-	-
Chester Road at Brook Manor Drive (<i>unsignalized</i>)	Brook Manor Drive (eastbound)	A	A
	Chester Road (northbound left)	A	A
	Brook Manor Drive (southbound)	-	-
Cahaba Road at Heathermoor Road (<i>unsignalized</i>)	Heathermoor Road (westbound)	B	C
	Cahaba Road (northbound)	-	-
	Cahaba Road (southbound left)	A	A
Cahaba Road at Culver Road (<i>signalized</i>)	Culver Road (eastbound)	C	A
	Culver Road (westbound)	C	A
	Cahaba Road (northbound left)	A	A
	Cahaba Road (southbound left)	A	A
	Overall Intersection	A	A

Note: “-” indicates Level of Service is not defined for unopposed movements in the *Highway Capacity Manual* un-signalized intersection analysis procedures.

The results of the existing conditions capacity analysis indicated that all approaches of the study intersections currently operate with acceptable levels of service during the morning and afternoon peak hours under future conditions.

FUTURE TRAFFIC CONDITIONS

Trip Generation

Trip generation estimates were determined for the proposed development based on data contained in the *Trip Generation Manual, Tenth Edition*, as published by the Institute of Transportation Engineers (ITE). Trips expected to be generated by the development can be defined as new trips. New trips can be defined as development generated traffic which would not otherwise have traveled the study area roadways. Weekday, morning, and afternoon peak hour trip generation estimates for the proposed distribution facility are presented in **Table 2**.

Table 2 – Trip Generation Estimates

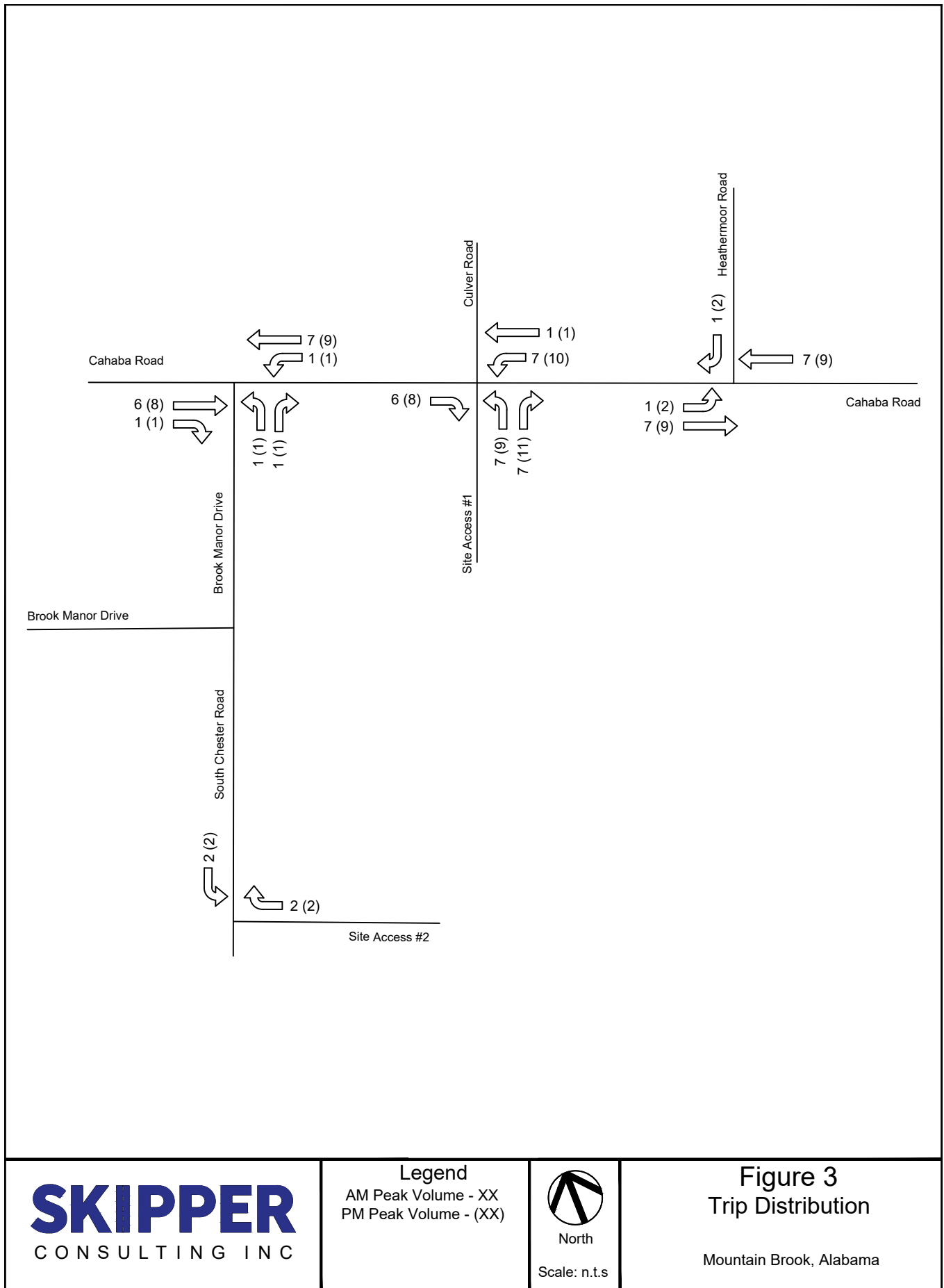
Land Use	Size	AM Peak		PM Peak	
		In	Out	In	Out
Senior Adult Housing - Attached	101 dwelling units	7	13	15	12
Assisted Living	32 beds	4	2	3	5
Nursing Home	32 beds	4	2	2	5
<i>Total Trips</i>		<i>15</i>	<i>17</i>	<i>20</i>	<i>22</i>

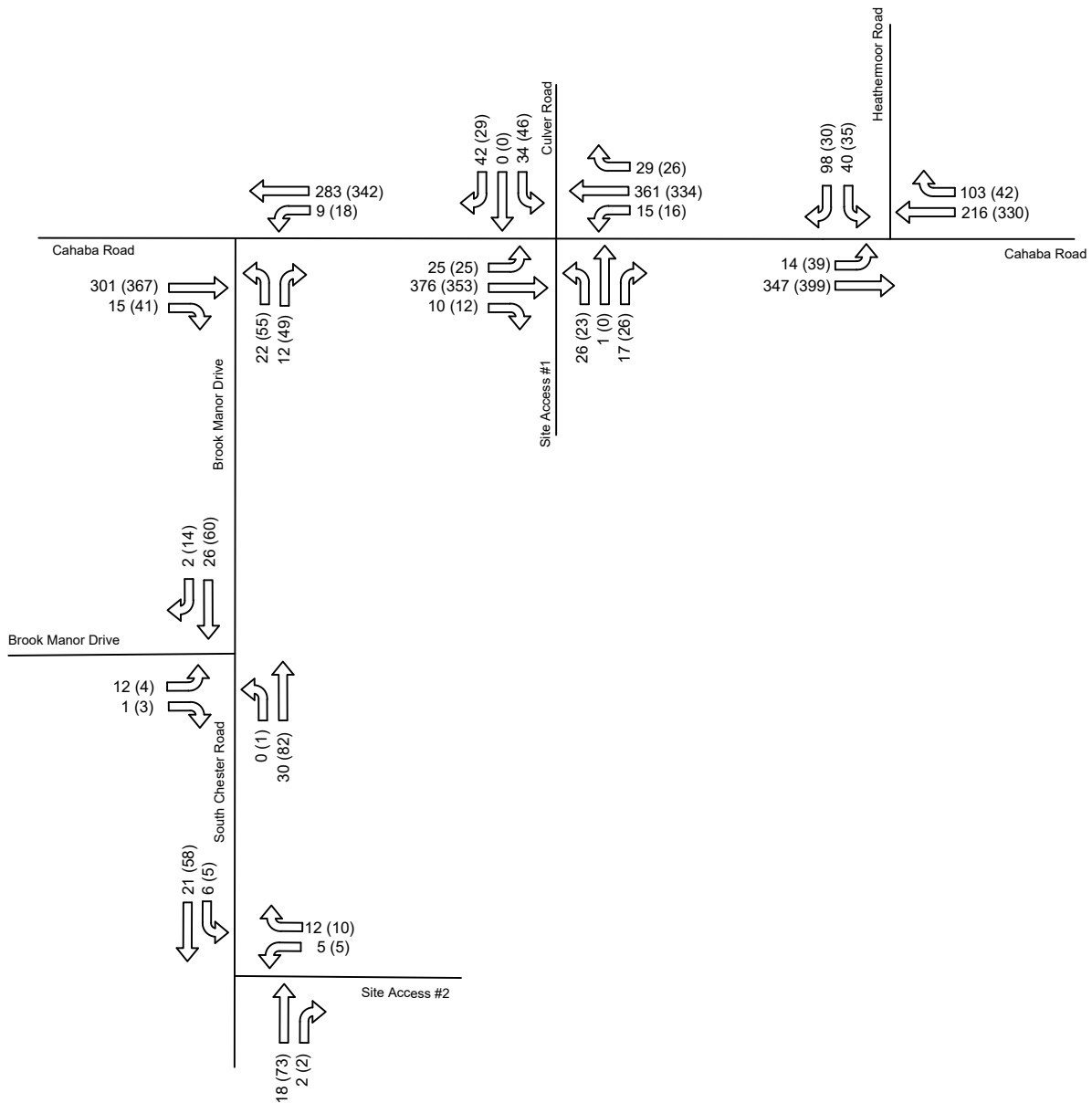
Trip Distribution Patterns

The directional distribution of new traffic expected to be generated by the proposed distribution facility was estimated based upon existing travel patterns on existing study roadways within the study area. The anticipated distribution was estimated at approximately 50% to/from the east; approximately 45% to/from the west; and approximately 5% to/from the north. The anticipated trips generated by the proposed senior living residential development are illustrated in **Figure 3**.

Future Traffic Volumes

Future traffic volumes were developed by assigning traffic expected to be generated by the proposed senior living development onto the existing roadways using the directional distribution patterns previously outlined. Peak hour trips expected to be generated by the proposed senior living development were added to existing peak hour traffic volumes to result in future (post-development) peak hour traffic volumes. It should be noted that traffic generated by the existing facility was not subtracted from existing traffic volumes prior to assignment of the senior living developments anticipated trips which yields a conservative estimate for future traffic volumes. The proposed development is expected to be completed within 12 to 18 months, so no background traffic growth has been assumed. Future traffic volumes, illustrated in **Figure 4**, were used as the basis for assessing future (post-development) traffic conditions.





SKIPPER
CONSULTING INC

Legend
AM Peak Volume - XX
PM Peak Volume - (XX)



North
Scale: n.t.s

Figure 4
Future Traffic Volumes

Mountain Brook, Alabama

Future Intersection Capacity Analysis

Using methods as outlined previously from the *Highway Capacity Manual*, the capacity and operation of the study intersections were evaluated for future peak hour conditions using *Synchro* software. Capacity analysis for future conditions were conducted assuming future peak hour traffic volumes (illustrated in **Figure 5**) and the existing roadway geometry and traffic control would be in place. Levels of service for future conditions are summarized in **Table 3**, and capacity analysis printouts are provided in **Appendix D** for reference.

Table 3 – Intersection Capacity Analysis – Future Conditions

Intersection (Traffic Control)	Approach/Movement	Level of Service	
		AM Peak Hour	PM Peak Hour
Brook Manor Drive at Cahaba Road (<i>unsignalized</i>)	Brook Manor Drive (eastbound)	B	B
	Cahaba Road (northbound left)	A	A
	Cahaba Road (southbound)	-	-
Chester Road at Brook Manor Drive (<i>unsignalized</i>)	Brook Manor Drive (eastbound)	A	A
	Chester Road (northbound left)	A	A
	Brook Manor Drive (southbound)	-	-
Cahaba Road at Heathermoor Road (<i>unsignalized</i>)	Heathermoor Road (westbound)	B	C
	Cahaba Road (northbound)	-	-
	Cahaba Road (southbound left)	A	A
Cahaba Road at Culver Road (<i>signalized</i>)	Culver Road (eastbound)	A	A
	Culver Road (westbound)	A	A
	Cahaba Road (northbound left)	C	C
	Cahaba Road (southbound left)	C	C
	Overall Intersection	A	A
Chester Road at Site Access #2 (<i>unsignalized</i>)	Site Access #2 (westbound)	A	A
	Chester Rad (northbound)	-	-
	Chester Road (southbound)	A	A

Note: ‘-’ indicates Level of Service is not defined for unopposed movements in the *Highway Capacity Manual* un-signalized intersection analysis procedures.

The results of the future conditions capacity analysis indicated that all approaches of the study intersections will continue to operate with acceptable levels of service during the morning and afternoon peak hours under future conditions. This assumes existing roadway geometry and traffic control would also be in place at the study intersections.

CONCLUSIONS

Based upon the evaluations and analyses documented in this report, the following summary can be stated:

1. A senior living residential development is being proposed in the southwest quadrant of the Chester Road and Cahaba Road intersection in Mountain Brook, Alabama.
2. Access to the site will be from two driveways: one fully directional driveway along Cahaba Road and one fully directional driveway along Chester Road.
3. The proposed residential development is planned to contain a mix of senior living options consisting of approximately 101 units for senior adult housing-attached, 32 beds of assisted living, and 32 beds for memory care (nursing home) uses.
4. Using methods as outlined in the *Highway Capacity Manual*, the existing capacity and operation of the study intersections were evaluated. The results showed that all of the approaches at the study intersections operate with acceptable levels of service during the morning and afternoon peak hours under existing conditions.
5. The proposed development is expected to generate approximately 32 trips during the morning peak hour (15 inbound and 17 outbound) and approximately 42 trips during the afternoon peak hour (20 inbound and 22 outbound).
6. Traffic expected to be generated by the proposed senior living development was assigned to the study intersections and added to existing peak hour traffic volumes to yield future (post development) traffic volumes.
7. Capacity analyses were conducted for future (post development) conditions to determine if any roadway and/or traffic control improvements would be needed to accommodate the proposed senior living development. The results of analyses indicate the existing roadway geometry and traffic control devices provide sufficient capacity to accommodate the proposed senior living development.
8. Future capacity and operation of the study intersections were evaluated assuming future (post development) traffic volumes and existing roadway geometry and traffic control would be in place. The results indicate future conditions would be similar to existing conditions. The study intersections would continue to operate with acceptable levels of service during the morning and afternoon peak hours under future conditions.

Appendix A
Preliminary Site Plan



Appendix B

Traffic Count Data

TRAFFIC DATA, LLC

PO Box 187

Cullman, AL 35056

205-824-0125

Mountain Brook, AL

File Name : mountainbrook06

Site Code : 00000000

Start Date : 04/05/2023

Page No : 1

Groups Printed- Unshifted

Start Time	BROOK MANOR DR Southbound		S CHESTER RD Northbound		BROOK MANOR DR Eastbound		Int. Total
	Thru	Right	Left	Thru	Left	Right	
04:00 PM	10	4	0	18	3	0	35
04:15 PM	5	1	1	23	1	0	31
04:30 PM	8	3	0	19	0	0	30
04:45 PM	11	0	0	24	1	0	36
Total	34	8	1	84	5	0	132
05:00 PM	16	3	0	24	1	0	44
05:15 PM	15	2	0	26	3	1	47
05:30 PM	11	4	0	15	0	1	31
05:45 PM	16	5	1	15	0	1	38
Total	58	14	1	80	4	3	160
07:00 AM	1	0	0	3	0	0	4
07:15 AM	1	0	0	6	2	0	9
07:30 AM	1	0	0	4	1	0	6
07:45 AM	3	0	0	7	3	0	13
Total	6	0	0	20	6	0	32
08:00 AM	10	0	0	6	1	0	17
08:15 AM	5	1	0	7	5	1	19
08:30 AM	6	1	0	8	3	0	18
08:45 AM	2	2	0	9	0	0	13
Total	23	4	0	30	9	1	67
Grand Total	121	26	2	214	24	4	391
Approch %	82.3	17.7	0.9	99.1	85.7	14.3	
Total %	30.9	6.6	0.5	54.7	6.1	1.0	

	BROOK MANOR DR Southbound				S CHESTER RD Northbound			BROOK MANOR DR Eastbound			
Start Time	Thru	Right	App. Total	App. Total	Left	Thru	App. Total	Left	Right	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1											
Intersection	05:00 PM										
Volume	58	14	72	0	1	80	81	4	3	7	160
Percent	80.6	19.4			1.2	98.8		57.1	42.9		
05:15 Volume	15	2	17	0	0	26	26	3	1	4	47
Peak Factor											0.851
High Int.	05:45 PM			3:45:00 PM	05:15 PM			05:15 PM			
Volume	16	5	21	0	0	26	26	3	1	4	
Peak Factor			0.857				0.779			0.438	
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1											
By Approach	05:00 PM			04:00 PM	04:30 PM			04:45 PM			
Volume	58	14	72	0	0	93	93	5	2	7	
Percent	80.6	19.4			0.0	100.0		71.4	28.6		
High Int.	05:45 PM			-	05:15 PM			05:15 PM			
Volume	16	5	21	-	0	26	26	3	1	4	
Peak Factor			0.857	-			0.894			0.438	

TRAFFIC DATA, LLC

PO Box 187
Cullman, AL 35056
205-824-0125

File Name : mountainbrook06
Site Code : 00000000
Start Date : 04/05/2023
Page No : 2

	BROOK MANOR DR Southbound				S CHESTER RD Northbound			BROOK MANOR DR Eastbound			
Start Time	Thru	Right	App. Total	App. Total	Left	Thru	App. Total	Left	Right	App. Total	Int. Total
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
Intersection	07:45 AM										
Volume	24	2	26	0	0	28	28	12	1	13	67
Percent	92.3	7.7			0.0	100.0		92.3	7.7		
08:15 Volume	5	1	6	0	0	7	7	5	1	6	19
Peak Factor											0.882
High Int.	08:00 AM				08:30 AM			08:15 AM			
Volume	10	0	10	0	0	8	8	5	1	6	
Peak Factor	0.650				0.875			0.542			
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
By Approach	08:00 AM			07:00 AM	08:00 AM			07:45 AM			
Volume	23	4	27	0	0	30	30	12	1	13	
Percent	85.2	14.8			0.0	100.0		92.3	7.7		
High Int.	08:00 AM			-	08:45 AM			08:15 AM			
Volume	10	0	10	-	0	9	9	5	1	6	
Peak Factor	0.675			-	0.833			0.542			

TRAFFIC DATA, LLC

PO Box 187

Cullman, AL 35056

205-824-0125

Mountain Brook, AL

File Name : mountainbrook05

Site Code : 00000000

Start Date : 04/05/2023

Page No : 1

Groups Printed- Unshifted

Start Time	CAHABA RD Southbound			CAHABA RD Northbound			BROOK MANOR DR Eastbound		Int. Total
	Thru	Right	Peds	Left	Thru	Peds	Left	Right	
04:00 PM	59	10	0	5	111	0	10	10	205
04:15 PM	81	2	1	4	101	0	13	11	213
04:30 PM	88	9	1	3	85	0	5	12	203
04:45 PM	75	6	0	4	84	0	14	14	197
Total	303	27	2	16	381	0	42	47	818
05:00 PM	91	14	0	5	87	0	15	12	224
05:15 PM	105	11	0	5	79	0	20	10	230
05:30 PM	83	11	0	3	75	0	10	4	186
05:45 PM	57	16	1	5	75	0	7	10	171
Total	336	52	1	18	316	0	52	36	811
07:00 AM	35	1	1	0	42	0	1	2	82
07:15 AM	60	1	0	0	37	0	5	2	105
07:30 AM	83	1	0	1	78	0	1	4	168
07:45 AM	82	3	0	1	78	0	5	3	172
Total	260	6	1	2	235	0	12	11	527
08:00 AM	56	8	1	3	58	0	5	1	132
08:15 AM	74	2	0	3	62	2	10	3	158
08:30 AM	80	6	0	1	62	0	9	2	160
08:45 AM	56	5	0	1	57	0	4	5	128
Total	266	21	1	8	239	2	28	11	576
Grand Total	1165	106	5	44	1171	2	134	105	2732
Apprch %	91.3	8.3	0.4	3.6	96.2	0.2	56.1	43.9	
Total %	42.6	3.9	0.2	1.6	42.9	0.1	4.9	3.8	

	CAHABA RD Southbound					CAHABA RD Northbound				BROOK MANOR DR Eastbound			
Start Time	Thru	Right	Peds	App. Total	App. Total	Left	Thru	Peds	App. Total	Left	Right	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1													
Intersection	04:30 PM												
Volume	359	40	1	400	0	17	335	0	352	54	48	102	854
Percent	89.8	10.0	0.3			4.8	95.2	0.0		52.9	47.1		
05:15 Volume	105	11	0	116	0	5	79	0	84	20	10	30	230
Peak Factor													0.928
High Int.	05:15 PM				3:45:00 PM	05:00 PM				05:15 PM			
Volume	105	11	0	116	0	5	87	0	92	20	10	30	
Peak Factor				0.862					0.957			0.850	
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1													
By Approach	04:30 PM				04:00 PM	04:00 PM				04:30 PM			
Volume	359	40	1	400	0	16	381	0	397	54	48	102	
Percent	89.8	10.0	0.3			4.0	96.0	0.0		52.9	47.1		
High Int.	05:15 PM				-	04:00 PM				05:15 PM			
Volume	105	11	0	116	-	5	111	0	116	20	10	30	
Peak Factor				0.862	-				0.856			0.850	

TRAFFIC DATA, LLC

PO Box 187
Cullman, AL 35056
205-824-0125

File Name : mountainbrook05
Site Code : 00000000
Start Date : 04/05/2023
Page No : 2

	CAHABA RD Southbound					CAHABA RD Northbound				BROOK MANOR DR Eastbound			
Start Time	Thru	Right	Peds	App. Total	App. Total	Left	Thru	Peds	App. Total	Left	Right	App. Total	Int. Total
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1													
Intersection	07:30 AM												
Volume	295	14	1	310	0	8	276	2	286	21	11	32	628
Percent	95.2	4.5	0.3			2.8	96.5	0.7		65.6	34.4		
07:45 Volume	82	3	0	85	0	1	78	0	79	5	3	8	172
Peak Factor													0.913
High Int.	07:45 AM					07:30 AM				08:15 AM			
Volume	82	3	0	85	0	1	78	0	79	10	3	13	
Peak Factor				0.912					0.905			0.615	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1													
By Approach	07:45 AM				07:00 AM	07:30 AM				08:00 AM			
Volume	292	19	1	312	0	8	276	2	286	28	11	39	
Percent	93.6	6.1	0.3			2.8	96.5	0.7		71.8	28.2		
High Int.	08:30 AM				-	07:30 AM				08:15 AM			
Volume	80	6	0	86	-	1	78	0	79	10	3	13	
Peak Factor				0.907	-				0.905			0.750	

TRAFFIC DATA, LLC

PO Box 187

Cullman, AL 35056

205-824-0125

Mountain Brook, AL

File Name : mountainbrook04

Site Code : 00000000

Start Date : 04/05/2023

Page No : 1

Groups Printed- Unshifted

Start Time	CAHABA RD Southbound		HEATHERMOOR RD Westbound			CAHABA RD Northbound		Int. Total
	Left	Thru	Left	Right	Peds	Thru	Right	
04:00 PM	10	69	1	2	1	111	3	197
04:15 PM	4	89	7	7	3	85	9	204
04:30 PM	9	110	9	6	1	76	4	215
04:45 PM	9	78	2	5	9	92	3	198
Total	32	346	19	20	14	364	19	814
05:00 PM	8	99	12	5	5	78	16	223
05:15 PM	11	103	12	12	10	75	19	242
05:30 PM	8	76	9	11	16	66	8	194
05:45 PM	9	52	6	10	9	81	6	173
Total	36	330	39	38	40	300	49	832
07:00 AM	5	37	4	3	9	35	11	104
07:15 AM	4	46	12	11	4	33	25	135
07:30 AM	6	96	12	36	5	43	60	258
07:45 AM	3	106	10	37	3	51	31	241
Total	18	285	38	87	21	162	127	738
08:00 AM	3	66	12	15	11	57	9	173
08:15 AM	1	72	6	9	1	58	3	150
08:30 AM	8	76	1	5	5	60	3	158
08:45 AM	4	61	1	3	6	66	5	146
Total	16	275	20	32	23	241	20	627
Grand Total	102	1236	116	177	98	1067	215	3011
Apprch %	7.6	92.4	29.7	45.3	25.1	83.2	16.8	
Total %	3.4	41.0	3.9	5.9	3.3	35.4	7.1	

	CAHABA RD Southbound			HEATHERMOOR RD Westbound				CAHABA RD Northbound				
Start Time	Left	Thru	App. Total	Left	Right	Peds	App. Total	Thru	Right	App. Total	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1												
Intersection	04:30 PM											
Volume	37	390	427	35	28	25	88	321	42	363	0	878
Percent	8.7	91.3		39.8	31.8	28.4		88.4	11.6			
05:15 Volume	11	103	114	12	12	10	34	75	19	94	0	242
Peak Factor												0.907
High Int.	04:30 PM			05:15 PM				04:45 PM			3:45:00 PM	
Volume	9	110	119	12	12	10	34	92	3	95		
Peak Factor	0.897							0.647	0.955			
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1												
By Approach	04:30 PM			05:00 PM				04:00 PM			04:00 PM	
Volume	37	390	427	39	38	40	117	364	19	383	0	
Percent	8.7	91.3		33.3	32.5	34.2		95.0	5.0			
High Int.	04:30 PM			05:30 PM				04:00 PM			-	
Volume	9	110	119	9	11	16	36	111	3	114	-	
Peak Factor	0.897							0.813	0.840			-

TRAFFIC DATA, LLC

PO Box 187
Cullman, AL 35056
205-824-0125

File Name : mountainbrook04
Site Code : 00000000
Start Date : 04/05/2023
Page No : 2

	CAHABA RD Southbound			HEATHERMOOR RD Westbound				CAHABA RD Northbound				
Start Time	Left	Thru	App. Total	Left	Right	Peds	App. Total	Thru	Right	App. Total	App. Total	Int. Total
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1												
Intersection	07:30 AM											
Volume	13	340	353	40	97	20	157	209	103	312	0	822
Percent	3.7	96.3		25.5	61.8	12.7		67.0	33.0			
07:30 Volume	6	96	102	12	36	5	53	43	60	103	0	258
Peak Factor												0.797
High Int.	07:45 AM			07:30 AM				07:30 AM				
Volume	3	106	109	12	36	5	53	43	60	103		
Peak Factor			0.810				0.741			0.757		
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1												
By Approach	07:30 AM			07:15 AM				07:30 AM			07:00 AM	
Volume	13	340	353	46	99	23	168	209	103	312	0	
Percent	3.7	96.3		27.4	58.9	13.7		67.0	33.0			
High Int.	07:45 AM			07:30 AM				07:30 AM			-	
Volume	3	106	109	12	36	5	53	43	60	103	-	-
Peak Factor			0.810				0.792			0.757	-	-

TRAFFIC DATA, LLC

PO Box 187

Cullman, AL 35056

205-824-0125

Mountain Brook, AL

File Name : mountainbrook03

Site Code : 00000000

Start Date : 04/05/2023

Page No : 1

Groups Printed- Unshifted

Start Time	CAHABA RD Southbound				CULVER RD Westbound				CAHABA RD Northbound				CULVER RD Eastbound				Int. Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
04:00 PM	9	65	0	0	12	0	6	5	3	104	8	0	6	1	1	0	220
04:15 PM	7	84	1	0	12	0	5	9	1	93	13	0	7	0	4	0	236
04:30 PM	2	95	0	1	15	0	6	5	2	74	4	1	5	0	1	0	211
04:45 PM	8	80	2	0	11	0	6	6	2	89	4	1	1	0	4	1	215
Total	26	324	3	1	50	0	23	25	8	360	29	2	19	1	10	1	882
05:00 PM	8	93	1	0	8	0	12	13	1	77	5	0	1	0	6	0	225
05:15 PM	7	107	1	0	7	0	6	11	0	77	9	0	2	0	6	0	233
05:30 PM	15	71	1	0	10	0	10	11	0	69	16	0	3	0	1	0	207
05:45 PM	12	56	0	5	9	0	14	20	1	72	17	0	0	0	2	0	208
Total	42	327	3	5	34	0	42	55	2	295	47	0	6	0	15	0	873
07:00 AM	0	37	2	0	4	0	5	10	1	33	4	0	0	0	0	0	96
07:15 AM	6	53	3	0	5	1	3	1	3	35	4	0	0	0	0	0	114
07:30 AM	11	78	1	0	26	0	4	3	3	77	7	0	0	0	0	0	210
07:45 AM	3	78	5	0	34	0	4	4	6	75	5	0	0	0	0	0	214
Total	20	246	11	0	69	1	16	18	13	220	20	0	0	0	0	0	634
08:00 AM	5	53	4	0	16	3	4	3	5	59	7	0	0	0	1	0	160
08:15 AM	7	69	6	0	11	0	1	1	2	64	6	0	0	0	1	0	168
08:30 AM	6	65	6	0	12	1	2	5	8	58	5	0	1	0	1	0	170
08:45 AM	1	57	4	0	9	1	3	5	3	56	3	1	4	1	0	0	148
Total	19	244	20	0	48	5	10	14	18	237	21	1	5	1	3	0	646
Grand Total	107	1141	37	6	201	6	91	112	41	1112	117	3	30	2	28	1	3035
Approch %	8.3	88.4	2.9	0.5	49.0	1.5	22.2	27.3	3.2	87.4	9.2	0.2	49.2	3.3	45.9	1.6	
Total %	3.5	37.6	1.2	0.2	6.6	0.2	3.0	3.7	1.4	36.6	3.9	0.1	1.0	0.1	0.9	0.0	

	CAHABA RD Southbound					CULVER RD Westbound					CAHABA RD Northbound					CULVER RD Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection	04:15 PM																				
Volume	25	352	4	1	382	46	0	29	33	108	6	333	26	2	367	14	0	15	1	30	887
Percent	6.5	92.1	1.0	0.3		42.6	0.0	26.9	30.6		1.6	90.7	7.1	0.5		46.7	0.0	50.0	3.3		
04:15 Volume	7	84	1	0	92	12	0	5	9	26	1	93	13	0	107	7	0	4	0	11	236
Peak Factor																					0.940
High Int. Volume	05:00 PM					05:00 PM					04:15 PM					04:15 PM					
Peak Factor	8	93	1	0	102	8	0	12	13	33	1	93	13	0	107	7	0	4	0	11	
	0.936					0.818					0.857					0.682					

TRAFFIC DATA, LLC

PO Box 187
Cullman, AL 35056
205-824-0125




File Name : mountainbrook03
Site Code : 00000000
Start Date : 04/05/2023
Page No : 2

	CAHABA RD Southbound					CULVER RD Westbound					CAHABA RD Northbound					CULVER RD Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
By Approach	04:30 PM					05:00 PM					04:00 PM					04:00 PM					
Volume	25	375	4	1	405	34	0	42	55	131	8	360	29	2	399	19	1	10	1	31	
Percent	6.2	92.6	1.0	0.2		26.0	0.0	32.1	42.0		2.0	90.2	7.3	0.5		61.3	3.2	32.3	3.2		
High Int. Volume	05:15 PM					05:45 PM					04:00 PM					04:15 PM					
Peak Factor	7	107	1	0	115	9	0	14	20	43	3	104	8	0	115	7	0	4	0	11	
	0.880					0.762					0.867					0.705					
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Intersection	07:30 AM																				
Volume	26	278	16	0	320	87	3	13	11	114	16	275	25	0	316	0	0	2	0	2	752
Percent	8.1	86.9	5.0	0.0		76.3	2.6	11.4	9.6		5.1	87.0	7.9	0.0		0.0	0.0	100.0	0.0		
High Int. Volume	07:45																				
Peak Factor	3	78	5	0	86	34	0	4	4	42	6	75	5	0	86	0	0	0	0	0	214
																					0.879
High Int. Volume	07:30 AM					07:45 AM					07:30 AM					08:00 AM					
Peak Factor	11	78	1	0	90	34	0	4	4	42	3	77	7	0	87	0	0	1	0	1	
	0.889					0.679					0.908					0.500					
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																					
By Approach	07:30 AM					07:30 AM					07:30 AM					08:00 AM					
Volume	26	278	16	0	320	87	3	13	11	114	16	275	25	0	316	5	1	3	0	9	
Percent	8.1	86.9	5.0	0.0		76.3	2.6	11.4	9.6		5.1	87.0	7.9	0.0		55.6	11.1	33.3	0.0		
High Int. Volume	07:30 AM					07:45 AM					07:30 AM					08:45 AM					
Peak Factor	11	78	1	0	90	34	0	4	4	42	3	77	7	0	87	4	1	0	0	5	
	0.889					0.679					0.908					0.450					

Appendix C
Intersection Capacity Printouts – Existing Traffic Conditions

Intersection





Int Delay, s/veh 1

Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Vol, veh/h	21	11	295	14	8	276
Future Vol, veh/h	21	11	295	14	8	276
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	62	62	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	34	18	324	15	9	303

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	653	332	0
Stage 1	332	-	-
Stage 2	321	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	432	710	-
Stage 1	727	-	-
Stage 2	735	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	428	710	-
Mov Cap-2 Maneuver	527	-	-
Stage 1	727	-	-
Stage 2	728	-	-




Approach	NB	SE	NW
HCM Control Delay, s	11.8	0	0.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBLn1	NWL	NWT	SET	SER
Capacity (veh/h)	578	1220	-	-	-
HCM Lane V/C Ratio	0.089	0.007	-	-	-
HCM Control Delay (s)	11.8	8	0	-	-
HCM Lane LOS	B	A	A	-	-
HCM 95th %tile Q(veh)	0.3	0	-	-	-

Intersection						
Int Delay, s/veh	2.6					
Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	13	340	209	103	40	97
Future Vol, veh/h	13	340	209	103	40	97
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	75	-	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	81	81	76	76	74	74
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	420	275	136	54	131
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	411	0	-	0	727	275
Stage 1	-	-	-	-	275	-
Stage 2	-	-	-	-	452	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1148	-	-	-	391	764
Stage 1	-	-	-	-	771	-
Stage 2	-	-	-	-	641	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1148	-	-	-	384	764
Mov Cap-2 Maneuver	-	-	-	-	384	-
Stage 1	-	-	-	-	757	-
Stage 2	-	-	-	-	641	-
Approach	SE	NW		SW		
HCM Control Delay, s	0.3	0		13.8		
HCM LOS				B		
Minor Lane/Major Mvmt	NWT	NWR	SEL	SETSWLn1		
Capacity (veh/h)	-	-	1148	-	-	593
HCM Lane V/C Ratio	-	-	0.014	-	-	0.312
HCM Control Delay (s)	-	-	8.2	0	-	13.8
HCM Lane LOS	-	-	A	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	-	1.3

Intersection

Int Delay, s/veh 2.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	10	18	2	4	21
Future Vol, veh/h	5	10	18	2	4	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	11	20	2	4	23




Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	52	21	0
Stage 1	21	-	-
Stage 2	31	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	957	1056	-
Stage 1	1002	-	-
Stage 2	992	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	954	1056	-
Mov Cap-2 Maneuver	954	-	-
Stage 1	1002	-	-
Stage 2	989	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.6	0	1.2
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	1020	1593
HCM Lane V/C Ratio	-	-	0.016	0.003
HCM Control Delay (s)	-	-	8.6	7.3
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection

Int Delay, s/veh 2.2

Movement	NBL	NBT	SBT	SBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	0	28	24	2	12	1
Future Vol, veh/h	0	28	24	2	12	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	88	88	65	65	54	54
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	32	37	3	22	2



















Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	40	0	-	0	71 39
Stage 1	-	-	-	-	39 -
Stage 2	-	-	-	-	32 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1570	-	-	-	933 1033
Stage 1	-	-	-	-	983 -
Stage 2	-	-	-	-	991 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1570	-	-	-	933 1033
Mov Cap-2 Maneuver	-	-	-	-	933 -
Stage 1	-	-	-	-	983 -
Stage 2	-	-	-	-	991 -




Approach	NB	SB	SE
HCM Control Delay, s	0	0	8.9
HCM LOS			A

Minor Lane/Major Mvmt	NBL	NBT	SELn1	SBT	SBR
Capacity (veh/h)	1570	-	940	-	-
HCM Lane V/C Ratio	-	-	0.026	-	-
HCM Control Delay (s)	0	-	8.9	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

5: Culver Road & Cahaba Road






AM Existing Peak Hour




												
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (vph)	25	375	4	8	360	29	19	1	10	34	0	42
Future Volume (vph)	25	375	4	8	360	29	19	1	10	34	0	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5		4.5	4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00		1.00	1.00			1.00	
Frt	1.00	1.00			0.99		1.00	0.86			0.93	
Flt Protected	0.95	1.00			1.00		0.95	1.00			0.98	
Satd. Flow (prot)	1770	1860			1842		1770	1609			1686	
Flt Permitted	0.54	1.00			0.99		0.67	1.00			0.85	
Satd. Flow (perm)	998	1860			1830		1240	1609			1458	
Peak-hour factor, PHF	0.89	0.89	0.89	0.91	0.91	0.91	0.50	0.50	0.50	0.68	0.68	0.68
Adj. Flow (vph)	28	421	4	9	396	32	38	2	20	50	0	62
RTOR Reduction (vph)	0	0	0	0	2	0	0	18	0	0	56	0
Lane Group Flow (vph)	28	425	0	0	435	0	38	4	0	0	56	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			2			4			4	
Permitted Phases	2			2			4			4		
Actuated Green, G (s)	58.6	58.6			58.6		7.4	7.4			7.4	
Effective Green, g (s)	58.6	58.6			58.6		7.4	7.4			7.4	
Actuated g/C Ratio	0.78	0.78			0.78		0.10	0.10			0.10	
Clearance Time (s)	4.5	4.5			4.5		4.5	4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0		3.0	3.0			3.0	
Lane Grp Cap (vph)	779	1453			1429		122	158			143	
v/s Ratio Prot		0.23						0.00				
v/s Ratio Perm	0.03				c0.24		0.03				c0.04	
v/c Ratio	0.04	0.29			0.30		0.31	0.03			0.39	
Uniform Delay, d1	1.8	2.3			2.4		31.4	30.5			31.7	
Progression Factor	1.00	1.00			1.00		1.00	1.00			1.00	
Incremental Delay, d2	0.1	0.5			0.6		1.5	0.1			1.8	
Delay (s)	1.9	2.8			2.9		32.9	30.6			33.5	
Level of Service	A	A			A		C	C			C	
Approach Delay (s)		2.8			2.9			32.1			33.5	
Approach LOS		A			A			C			C	
Intersection Summary												
HCM 2000 Control Delay		7.7			HCM 2000 Level of Service			A				
HCM 2000 Volume to Capacity ratio		0.31										
Actuated Cycle Length (s)		75.0			Sum of lost time (s)			9.0				
Intersection Capacity Utilization		45.8%			ICU Level of Service			A				
Analysis Period (min)		15										
c Critical Lane Group												

Intersection						
Int Delay, s/veh	1.9					
Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Vol, veh/h	54	48	359	40	17	335
Future Vol, veh/h	54	48	359	40	17	335
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	86	86	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	64	56	417	47	18	349
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	826	441	0	0	464	0
Stage 1	441	-	-	-	-	-
Stage 2	385	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	342	616	-	-	1097	-
Stage 1	648	-	-	-	-	-
Stage 2	688	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	335	616	-	-	1097	-
Mov Cap-2 Maneuver	454	-	-	-	-	-
Stage 1	648	-	-	-	-	-
Stage 2	674	-	-	-	-	-
Approach	NB	SE		NW		
HCM Control Delay, s	14	0		0.4		
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	NWL	NWT	SET	SER	
Capacity (veh/h)	518	1097	-	-	-	
HCM Lane V/C Ratio	0.232	0.016	-	-	-	
HCM Control Delay (s)	14	8.3	0	-	-	
HCM Lane LOS	B	A	A	-	-	
HCM 95th %tile Q(veh)	0.9	0	-	-	-	

8: Cahaba Road & Heathermore Road

PM Existing Peak Hour

Intersection						
Int Delay, s/veh	2					
Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	37	390	321	42	35	28
Future Vol, veh/h	37	390	321	42	35	28
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	75	-	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	96	96	65	65
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	41	433	334	44	54	43
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	378	0	-	0	849	334
Stage 1	-	-	-	-	334	-
Stage 2	-	-	-	-	515	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1180	-	-	-	331	708
Stage 1	-	-	-	-	725	-
Stage 2	-	-	-	-	600	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1180	-	-	-	316	708
Mov Cap-2 Maneuver	-	-	-	-	316	-
Stage 1	-	-	-	-	692	-
Stage 2	-	-	-	-	600	-
Approach	SE	NW		SW		
HCM Control Delay, s	0.7	0		16.2		
HCM LOS	C					
Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1	
Capacity (veh/h)	-	-	1180	-	419	
HCM Lane V/C Ratio	-	-	0.035	-	0.231	
HCM Control Delay (s)	-	-	8.2	0	16.2	
HCM Lane LOS	-	-	A	A	C	
HCM 95th %tile Q(veh)	-	-	0.1	-	0.9	

Intersection						
Int Delay, s/veh	0.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	8	73	2	3	58
Future Vol, veh/h	5	8	73	2	3	58
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	9	79	2	3	63




Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	149	80	0
Stage 1	80	-	-
Stage 2	69	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	843	980	-
Stage 1	943	-	-
Stage 2	954	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	841	980	-
Mov Cap-2 Maneuver	841	-	-
Stage 1	943	-	-
Stage 2	952	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9	0	0.4
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	921	1517
HCM Lane V/C Ratio	-	-	0.015	0.002
HCM Control Delay (s)	-	-	9	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0




















14: South Chester Road/Brook Manor Drive

PM Existing Peak Hour

Intersection						
Int Delay, s/veh	0.8					
Movement	NBL	NBT	SBT	SBR	SEL	SER
Lane Configurations						
Traffic Vol, veh/h	1	80	58	14	4	3
Future Vol, veh/h	1	80	58	14	4	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	78	78	86	86	44	44
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	103	67	16	9	7
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	83	0	-	0	180	75
Stage 1	-	-	-	-	75	-
Stage 2	-	-	-	-	105	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1514	-	-	-	810	986
Stage 1	-	-	-	-	948	-
Stage 2	-	-	-	-	919	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1514	-	-	-	809	986
Mov Cap-2 Maneuver	-	-	-	-	809	-
Stage 1	-	-	-	-	947	-
Stage 2	-	-	-	-	919	-
Approach	NB	SB		SE		
HCM Control Delay, s	0.1	0		9.2		
HCM LOS				A		
Minor Lane/Major Mvmt	NBL	NBT	SELn1	SBT	SBR	
Capacity (veh/h)	1514	-	876	-	-	
HCM Lane V/C Ratio	0.001	-	0.018	-	-	
HCM Control Delay (s)	7.4	0	9.2	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

5: Culver Road & Cahaba Road




PM Existing Peak Hour






												
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (vph)	25	352	4	6	333	26	14	0	15	46	0	29
Future Volume (vph)	25	352	4	6	333	26	14	0	15	46	0	29
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5		4.5	4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00		1.00	1.00			1.00	
Frt	1.00	1.00			0.99		1.00	0.85			0.95	
Flt Protected	0.95	1.00			1.00		0.95	1.00			0.97	
Satd. Flow (prot)	1770	1860			1843		1770	1583			1713	
Flt Permitted	0.66	1.00			0.99		1.00	1.00			0.92	
Satd. Flow (perm)	1230	1860			1827		1863	1583			1630	
Peak-hour factor, PHF	0.94	0.94	0.94	0.86	0.86	0.86	0.68	0.68	0.68	0.82	0.82	0.82
Adj. Flow (vph)	27	374	4	7	387	30	21	0	22	56	0	35
RTOR Reduction (vph)	0	1	0	0	4	0	0	19	0	0	30	0
Lane Group Flow (vph)	27	377	0	0	420	0	21	3	0	0	61	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			2			4			4	
Permitted Phases	2			2			4			4		
Actuated Green, G (s)	9.9	9.9			9.9		3.5	3.5			3.5	
Effective Green, g (s)	9.9	9.9			9.9		3.5	3.5			3.5	
Actuated g/C Ratio	0.44	0.44			0.44		0.16	0.16			0.16	
Clearance Time (s)	4.5	4.5			4.5		4.5	4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0		3.0	3.0			3.0	
Lane Grp Cap (vph)	543	822			807		291	247			254	
v/s Ratio Prot		0.20						0.00				
v/s Ratio Perm	0.02				c0.23		0.01				c0.04	
v/c Ratio	0.05	0.46			0.52		0.07	0.01			0.24	
Uniform Delay, d1	3.6	4.4			4.5		8.1	8.0			8.3	
Progression Factor	1.00	1.00			1.00		1.00	1.00			1.00	
Incremental Delay, d2	0.0	0.4			0.6		0.1	0.0			0.5	
Delay (s)	3.6	4.8			5.1		8.2	8.0			8.8	
Level of Service	A	A			A		A	A			A	
Approach Delay (s)		4.7			5.1			8.1			8.8	
Approach LOS		A			A			A			A	
Intersection Summary												
HCM 2000 Control Delay			5.4									
HCM 2000 Volume to Capacity ratio			0.45									
Actuated Cycle Length (s)			22.4									
Intersection Capacity Utilization			42.4%									
Analysis Period (min)			15									
c Critical Lane Group												

Appendix D
Intersection Capacity Printouts – Future Traffic Conditions

1: Brook Manor Drive & Cahaba Road

AM Future Peak Hour

Intersection						
Int Delay, s/veh	1					
Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Vol, veh/h	22	12	301	15	9	283
Future Vol, veh/h	22	12	301	15	9	283
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	62	62	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	19	331	16	10	311
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	670	339	0	0	347	0
Stage 1	339	-	-	-	-	-
Stage 2	331	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	422	703	-	-	1212	-
Stage 1	722	-	-	-	-	-
Stage 2	728	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	418	703	-	-	1212	-
Mov Cap-2 Maneuver	520	-	-	-	-	-
Stage 1	722	-	-	-	-	-
Stage 2	721	-	-	-	-	-
Approach	NB	SE	NW			
HCM Control Delay, s	11.9	0	0.2			
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	NWL	NWT	SET	SER	
Capacity (veh/h)	573	1212	-	-	-	
HCM Lane V/C Ratio	0.096	0.008	-	-	-	
HCM Control Delay (s)	11.9	8	0	-	-	
HCM Lane LOS	B	A	A	-	-	
HCM 95th %tile Q(veh)	0.3	0	-	-	-	




Intersection						
Int Delay, s/veh	2.6					
Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	14	347	216	103	40	98
Future Vol, veh/h	14	347	216	103	40	98
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	75	-	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	81	81	76	76	74	74
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	428	284	136	54	132
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	420	0	-	0	746	284
Stage 1	-	-	-	-	284	-
Stage 2	-	-	-	-	462	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1139	-	-	-	381	755
Stage 1	-	-	-	-	764	-
Stage 2	-	-	-	-	634	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1139	-	-	-	373	755
Mov Cap-2 Maneuver	-	-	-	-	373	-
Stage 1	-	-	-	-	749	-
Stage 2	-	-	-	-	634	-
Approach	SE	NW		SW		
HCM Control Delay, s	0.3	0		14.1		
HCM LOS				B		
Minor Lane/Major Mvmt	NWT	NWR	SEL	SETSWLn1		
Capacity (veh/h)	-	-	1139	-	-	582
HCM Lane V/C Ratio	-	-	0.015	-	-	0.32
HCM Control Delay (s)	-	-	8.2	0	-	14.1
HCM Lane LOS	-	-	A	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	-	1.4

11: South Chester Road

AM Future Peak Hour

Intersection

Int Delay, s/veh 3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	12	18	2	6	21
Future Vol, veh/h	5	12	18	2	6	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	13	20	2	7	23




Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	58	21	0
Stage 1	21	-	-
Stage 2	37	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	949	1056	-
Stage 1	1002	-	-
Stage 2	985	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	945	1056	-
Mov Cap-2 Maneuver	945	-	-
Stage 1	1002	-	-
Stage 2	981	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.6	0	1.6
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	1021	1593
HCM Lane V/C Ratio	-	-	0.018	0.004
HCM Control Delay (s)	-	-	8.6	7.3
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0




















14: South Chester Road/Brook Manor Drive




AM Future Peak Hour






Intersection						
Int Delay, s/veh	2.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	1	0	30	26	2
Future Vol, veh/h	12	1	0	30	26	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	54	54	88	88	65	65
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	2	0	34	40	3
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	76	42	43	0	-	0
Stage 1	42	-	-	-	-	-
Stage 2	34	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	927	1029	1566	-	-	-
Stage 1	980	-	-	-	-	-
Stage 2	988	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	927	1029	1566	-	-	-
Mov Cap-2 Maneuver	927	-	-	-	-	-
Stage 1	980	-	-	-	-	-
Stage 2	988	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9	0		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1566	-	934	-	-	
HCM Lane V/C Ratio	-	-	0.026	-	-	
HCM Control Delay (s)	0	-	9	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

5: Culver Road & Cahaba Road

AM Future Peak Hour




												
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (vph)	25	376	10	15	361	29	26	1	17	34	0	42
Future Volume (vph)	25	376	10	15	361	29	26	1	17	34	0	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5		4.5	4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00		1.00	1.00			1.00	
Frt	1.00	1.00			0.99		1.00	0.86			0.93	
Flt Protected	0.95	1.00			1.00		0.95	1.00			0.98	
Satd. Flow (prot)	1770	1856			1841		1770	1599			1686	
Flt Permitted	0.53	1.00			0.98		0.67	1.00			0.84	
Satd. Flow (perm)	989	1856			1813		1243	1599			1446	
Peak-hour factor, PHF	0.89	0.89	0.89	0.91	0.91	0.91	0.50	0.50	0.50	0.68	0.68	0.68
Adj. Flow (vph)	28	422	11	16	397	32	52	2	34	50	0	62
RTOR Reduction (vph)	0	1	0	0	2	0	0	31	0	0	56	0
Lane Group Flow (vph)	28	432	0	0	443	0	52	5	0	0	56	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			2			4			4	
Permitted Phases	2			2			4			4		
Actuated Green, G (s)	58.4	58.4			58.4		7.6	7.6			7.6	
Effective Green, g (s)	58.4	58.4			58.4		7.6	7.6			7.6	
Actuated g/C Ratio	0.78	0.78			0.78		0.10	0.10			0.10	
Clearance Time (s)	4.5	4.5			4.5		4.5	4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0		3.0	3.0			3.0	
Lane Grp Cap (vph)	770	1445			1411		125	162			146	
v/s Ratio Prot		0.23						0.00				
v/s Ratio Perm	0.03				c0.24		c0.04				0.04	
v/c Ratio	0.04	0.30			0.31		0.42	0.03			0.39	
Uniform Delay, d1	1.9	2.4			2.4		31.6	30.4			31.5	
Progression Factor	1.00	1.00			1.00		1.00	1.00			1.00	
Incremental Delay, d2	0.1	0.5			0.6		2.2	0.1			1.7	
Delay (s)	2.0	2.9			3.0		33.9	30.5			33.2	
Level of Service	A	A			A		C	C			C	
Approach Delay (s)		2.9			3.0			32.5			33.2	
Approach LOS		A			A			C			C	
Intersection Summary												
HCM 2000 Control Delay		8.4			HCM 2000 Level of Service			A				
HCM 2000 Volume to Capacity ratio		0.33										
Actuated Cycle Length (s)		75.0			Sum of lost time (s)			9.0				
Intersection Capacity Utilization		51.7%			ICU Level of Service			A				
Analysis Period (min)		15										
c Critical Lane Group												

Intersection						
Int Delay, s/veh	1.9					
Movement	NBL	NBR	SET	SER	NWL	NWT
Lane Configurations						
Traffic Vol, veh/h	55	49	367	41	18	342
Future Vol, veh/h	55	49	367	41	18	342
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	85	85	86	86	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	65	58	427	48	19	356
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	845	451	0	0	475	0
Stage 1	451	-	-	-	-	-
Stage 2	394	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	333	608	-	-	1087	-
Stage 1	642	-	-	-	-	-
Stage 2	681	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	326	608	-	-	1087	-
Mov Cap-2 Maneuver	447	-	-	-	-	-
Stage 1	642	-	-	-	-	-
Stage 2	666	-	-	-	-	-
Approach	NB	SE		NW		
HCM Control Delay, s	14.2	0		0.4		
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	NWL	NWT	SET	SER	
Capacity (veh/h)	511	1087	-	-	-	
HCM Lane V/C Ratio	0.239	0.017	-	-	-	
HCM Control Delay (s)	14.2	8.4	0	-	-	
HCM Lane LOS	B	A	A	-	-	
HCM 95th %tile Q(veh)	0.9	0.1	-	-	-	

Intersection						
Int Delay, s/veh	2					
Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	37	390	330	42	35	30
Future Vol, veh/h	37	390	330	42	35	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	75	-	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	96	96	65	65
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	41	433	344	44	54	46
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	388	0	-	0	859	344
Stage 1	-	-	-	-	344	-
Stage 2	-	-	-	-	515	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1170	-	-	-	327	699
Stage 1	-	-	-	-	718	-
Stage 2	-	-	-	-	600	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1170	-	-	-	312	699
Mov Cap-2 Maneuver	-	-	-	-	312	-
Stage 1	-	-	-	-	685	-
Stage 2	-	-	-	-	600	-
Approach	SE	NW		SW		
HCM Control Delay, s	0.7	0		16.3		
HCM LOS				C		
Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1	
Capacity (veh/h)	-	-	1170	-	-	419
HCM Lane V/C Ratio	-	-	0.035	-	-	0.239
HCM Control Delay (s)	-	-	8.2	0	-	16.3
HCM Lane LOS	-	-	A	A	-	C
HCM 95th %tile Q(veh)	-	-	0.1	-	-	0.9

Intersection




Int Delay, s/veh 1.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	10	73	2	5	58
Future Vol, veh/h	5	10	73	2	5	58
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	11	79	2	5	63

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	153	80	0
Stage 1	80	-	-
Stage 2	73	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	839	980	-
Stage 1	943	-	-
Stage 2	950	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	836	980	-
Mov Cap-2 Maneuver	836	-	-
Stage 1	943	-	-
Stage 2	947	-	-



















Approach	WB	NB	SB
HCM Control Delay, s	9	0	0.6
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	927	1517
HCM Lane V/C Ratio	-	-	0.018	0.004
HCM Control Delay (s)	-	-	9	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	4	3	1	82	60	14
Future Vol, veh/h	4	3	1	82	60	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	44	44	78	78	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	7	1	105	70	16
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	185	78	86	0	-	0
Stage 1	78	-	-	-	-	-
Stage 2	107	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	804	983	1510	-	-	-
Stage 1	945	-	-	-	-	-
Stage 2	917	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	803	983	1510	-	-	-
Mov Cap-2 Maneuver	803	-	-	-	-	-
Stage 1	944	-	-	-	-	-
Stage 2	917	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9.2	0.1		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1510	-	871	-	-	
HCM Lane V/C Ratio	0.001	-	0.018	-	-	
HCM Control Delay (s)	7.4	0	9.2	-	-	
HCM Lane LOS	A	A	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

5: Culver Road & Cahaba Road

PM Future Peak Hour

												
Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (vph)	25	353	12	16	334	26	23	0	26	46	0	29
Future Volume (vph)	25	353	12	16	334	26	23	0	26	46	0	29
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5		4.5	4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00		1.00	1.00			1.00	
Frt	1.00	0.99			0.99		1.00	0.85			0.95	
Flt Protected	0.95	1.00			1.00		0.95	1.00			0.97	
Satd. Flow (prot)	1770	1853			1841		1770	1583			1713	
Flt Permitted	0.54	1.00			0.98		0.75	1.00			0.79	
Satd. Flow (perm)	997	1853			1808		1402	1583			1395	
Peak-hour factor, PHF	0.94	0.94	0.94	0.86	0.86	0.86	0.68	0.68	0.68	0.82	0.82	0.82
Adj. Flow (vph)	27	376	13	19	388	30	34	0	38	56	0	35
RTOR Reduction (vph)	0	1	0	0	2	0	0	34	0	0	32	0
Lane Group Flow (vph)	27	388	0	0	435	0	34	4	0	0	60	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			2			4			4	
Permitted Phases	2			2			4			4		
Actuated Green, G (s)	58.5	58.5			58.5		7.5	7.5			7.5	
Effective Green, g (s)	58.5	58.5			58.5		7.5	7.5			7.5	
Actuated g/C Ratio	0.78	0.78			0.78		0.10	0.10			0.10	
Clearance Time (s)	4.5	4.5			4.5		4.5	4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0		3.0	3.0			3.0	
Lane Grp Cap (vph)	777	1445			1410		140	158			139	
v/s Ratio Prot		0.21						0.00				
v/s Ratio Perm	0.03				c0.24		0.02				c0.04	
v/c Ratio	0.03	0.27			0.31		0.24	0.02			0.43	
Uniform Delay, d1	1.9	2.3			2.4		31.1	30.4			31.7	
Progression Factor	1.00	1.00			1.00		1.00	1.00			1.00	
Incremental Delay, d2	0.1	0.5			0.6		0.9	0.1			2.1	
Delay (s)	1.9	2.8			3.0		32.0	30.5			33.8	
Level of Service	A	A			A		C	C			C	
Approach Delay (s)		2.7			3.0			31.2			33.8	
Approach LOS		A			A			C			C	
Intersection Summary												
HCM 2000 Control Delay		7.6			HCM 2000 Level of Service			A				
HCM 2000 Volume to Capacity ratio		0.32										
Actuated Cycle Length (s)		75.0			Sum of lost time (s)			9.0				
Intersection Capacity Utilization		50.8%			ICU Level of Service			A				
Analysis Period (min)		15										
c Critical Lane Group												

Appendix D

Title Commitment

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 30 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: John A. Baggett

Issuing Office's ALTA® Registry ID: 1165638

Commitment No.: E-4216

Property Address: 2900 Cahaba Road, Mountain Brook, AL
35223

Issuing Office: Statewide Title Services, Inc.

Loan ID No.:


Issuing Office File No.: E-4216

Revision No.:

SCHEDULE A

1. Commitment Date: 08/03/2022 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
Proposed Insured: **A natural person or legal entity to be determined**
Proposed Policy Amount: **\$1,000.00**
 - (b) ALTA Loan Policy (6-17-06)
Proposed Insured: **A natural person or legal entity to be determined**
Proposed Policy Amount: **\$1,000.00**
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in:
MTB Office Park LLC, an Alabama Limited Liability Company by statutory warranty deed from George Ladd, an unmarried individual dated 01/01/2018 and recorded with Jefferson County (Birmingham Division) Recording Office on 02/05/2018 as Instrument #2018011338.
5. The Land is described as follows:
Property description set forth in Exhibit A attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Authorized Signatory

John A. Baggett, License #: 659550

Statewide Title Services, Inc., License No. 0188509

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: E-4216

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Duly Authorized Warranty Deed from MTB Office Park LLC to the proposed insured. NOTE: We must be furnished a copy of (1) Company Agreement, (2) all amendments thereto, (3) current membership roster and (4) a certificate of good standing of said limited liability company. Unless the deed is executed by all members, we must also be furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the deed and the execution and delivery of the deed as required under applicable law and the governing documents have been conducted, given or properly waived.

NOTE: Proper completion and attestation of the Real Estate Sales Validation Form and submission to the Judge of Probate in accordance with Code of Alabama (1975), Section 40-22-1. This requirement may otherwise be satisfied by including on the conveyance document the grantor's name and mailing address, grantee's name and mailing address, property address, date of sale and total purchase price


6. The Company will require a statement from The City of Mountain Brook, AL. Stating that there are no unpaid municipal improvement assessments.
7. Because the subject property is commercial property (which is all property other than a single family residential home, a mobile home, a residential lot, a townhouse, a condominium or property conveyed to a governmental entity or to a utility) we require the following: A sworn statement from both the Seller(s) and the Purchaser(s) that there is not unpaid or disputed real commission, all compensation due or to become due under any listing, agency or other brokerage agreement has been paid or has been waived in writing by the potential lien claimant, and there has been no written notice received concerning any unpaid real estate commission which could give rise to a Broker's Lien under Act. #98-160, regular Session, 1998, Alabama Legislature (Sec. 35-11-450 et seq, Code of Alabama, 1975).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: E-4216

SCHEDULE B, PART I

Requirements (Continued)

8. Proper statement from the Jefferson County Sewer Service Department stating that all sanitary sewer services charges are paid to date. (Please call 205-325-5390 and provide Parcel I.D. number or street address).
9. NOTE 1: Taxes for the year 2021 are Paid under ID # 28-00-08-3-008-012.002 in the amount of \$37,250.30. The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the tax assessor or by the County's Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said County authority.

NOTE 2: All papers are to be filed for record in the Probate Office of Jefferson County, Alabama. (The documents to be recorded are required to be filed in a timely manner. The ALTA BEST PRACTICES require said documents to be recorded within two (2) business days of the disbursement.)

NOTE 3: Please forward a copy of all recorded documents in this transaction at your earliest convenience.

NOTE 4: Alabama Code Section 40-18-86 requires the purchaser to withhold a percentage of the proceeds from the sale or transfer of real estate by non residents of the State of Alabama. The purchaser should determine if the seller is a non resident of Alabama within the meaning of Code Section 40-18-86 and if the transaction is subject to the withholding requirement.

NOTE 5: STATEWIDE TITLE SERVICES, INC. incorporates the Privacy Policy Notice as specifically set out in the attached notice.

NOTE 6: A bankruptcy search has not been performed and no liability is assumed hereunder for matters relating to same.

10. The Company reserves the right to make other and further requirements and/or exceptions upon receipt and review of additional information.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
 Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: E-4216

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:


1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
3. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
4. Any facts, rights, interests, or claims that are not shown in the Public Records, but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
5. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
7. Any lien, or right to a lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the Public Records.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: E-4216

SCHEDULE B, PART II

Exceptions (Continued)

9. Easements and conditions as shown on recorded plat.
10. Terms of those certain easements for ingress and egress and parking as described in Instrument No. 2018011338 (items i to iii) as recorded in the Office of the Judge of Probate of Jefferson County, Alabama.
11. Temporary easement for access and ingress and egress as described in Instrument No. 2018011338 (items iv and v) in the aforesaid Probate Office,
12. Easements, right to relocate and conditions as described in that certain deed recorded in Real Volume 4297, Page 641 in the aforesaid Probate Office.
13. Transmission Line Permits in favor of Alabama Power Company as recorded in Volume 3336, Page 191 and in Real Volume 1924, Page 465 in the aforesaid Probate Office.
14. Right of Parties in Possession under unrecorded leases.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
 Reprinted under license from the American Land Title Association.



 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Exhibit A	

Commitment No.: E-4216

The Land referred to herein below is situated in the County of Jefferson, State of Alabama, and is described as follows:

Lot 2, Village Green, as recorded in Map Book 171, Page 50 in the Office of the Judge of Probate of Jefferson County, Alabama

Together with the following:

(i) A non-exclusive easement for ingress and egress to the Property from Southchester Road over and across the following described portion of Lot 1, Village Green, as recorded in Map Book 171, page 50, in the office of the Judge of Probate of Jefferson County, Alabama (the "Rear Access Easement"):

Being a parcel of land situated in the NE1/4 of the SW1/4 of Section 8, Township 18 South, Range 2 West being more particularly described as follows:

Commence at the Southwest corner of the NE1/4 of the SW1/4 of Section 8, Township 18 South, Range 2 West and run East along the South line of said 1/4-1/4 section a distance of 204.4 feet to a point; thence 54°22' to the left in a Northeasterly direction a distance of 388.72 feet to a point; thence 65°55' to the left in a Northwesterly direction a distance of 327.22 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 87.00 feet to a point on the Southeasterly right-of-way line of Southchester Road; thence 47°34'13" to the right in a Northeasterly direction along the Southeasterly right-of-way line of Southchester Road a distance of 85.00 feet to a point; thence 132°12'29" to the right in a Southeasterly direction a distance of 114.21 feet to a point; thence 64°43'18" to the right in a Southwesterly direction a distance of 70.00 feet to the POINT OF BEGINNING;

(ii) A non-exclusive easement for the parking of automobiles, limited, however, to the parking of seven (7) automobiles in the spaces now existing or hereafter constructed in the Rear Access Easement;

(iii) A non-exclusive easement for ingress and egress to the Property from Cahaba Road over and across the following described portion of Lot 1, Village Green, as recorded in Map Book 171, page 50, in the office of the Judge of Probate of Jefferson County, Alabama (the "Front Access Easement - North Portion"):

Being a parcel of land situated in the NE1/4 of the SW1/4 of Section 8, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Southwest corner of the NE1/4 of the SW1/4 of Section 8, Township 18 South, Range 2 West and run East along the South line of said 1/4-1/4 section a distance of 204.4 feet to a point; thence 54°22' to the left in a Northeasterly direction a distance of 388.72 feet to a point; thence 65°55' to the left in a Northwesterly direction a distance of 327.22 feet to a point; thence 64°30' to the right in a Northeasterly direction a distance of 180.00 feet to a point; thence 0°38'55" to the right in a Northeasterly direction a distance of 105.23 feet to the POINT OF BEGINNING; thence continue along the last stated course a distance of 111.66 feet to a point on the Southwesterly right-of-way line of Cahaba Road; thence 88°43'26" to the left in a Northwesterly direction along the Southwesterly right-of-way line of Cahaba Road a distance of 35.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 18.26 feet to the P.C. (point of curve) of a curve to the left having a radius of 135.00 feet and a central angle of 43°45'39"; thence in a Southwesterly and Southerly direction in the arc of said curve a distance of 103.11 feet to the POINT OF BEGINNING;



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2022

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information with the exception that a subsidiary or affiliate has their own privacy policy, that policy governs. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see “What Information Do We Collect About You” in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see “How Do We Collect Your Information”, “How Do We Use Your Information”, and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see “How Do We Use Your Information” and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.

THIS INSTRUMENT PREPARED BY:

K. Henson Millsap, Esq.
Mixon Firm, LLC
2 Perimeter Park S #550E
Birmingham, AL 35243

Send tax notices to:

MTB Office Park LLC
Attn: Ladd Tucker
6 Office Park Circle, Ste 111
Birmingham, AL 35223

STATE OF ALABAMA)
JEFFERSON COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to **GEORGE LADD**, an unmarried individual ("Grantor"), by **MTB OFFICE PARK LLC**, an Alabama limited liability company ("Grantee"), the receipt of which is acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto Grantee, its successors and assigns, that certain real property situated in Jefferson County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, forever.

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to all easements, rights-of-way, protective covenants, mineral reservations and other items of record, if any, and the rights of tenants under unrecorded leases, if any (the "Exceptions").

And Grantor, for Grantor, and Grantor's successors and assigns, covenants with Grantee, and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor and Grantor's successors and assigns, shall warrant and defend the same to Grantee and its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor but not otherwise, other than persons claiming under the Exceptions.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
George Ladd	MTB Office Park LLC
6 Office Park Circle, Ste 111	6 Office Park Circle, Ste 111
Birmingham, AL 35223	Birmingham, AL 35223
Parcel ID:	28-00-08-3-008-012.002
Property Address:	2900 Cahaba Road
	Birmingham, AL 35223
Date of Sale:	January 1, 2018
Tax Assessor's Market Value:	\$2,590,000

[Signature on following page]

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be effective as of the Date of Sale referenced above, although actually executed on the date set forth in the acknowledgment below.

GRANTOR:



GEORGE LADD

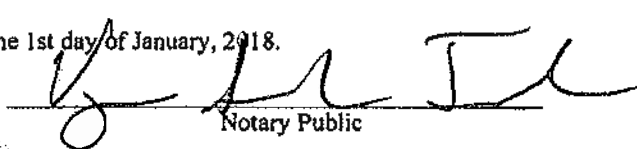
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **GEORGE LADD**, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1st day of January, 2018.



MY COMMISSION EXPIRES JANUARY 28, 2020



Notary Public

EXHIBIT A

Legal Description

Lot 2, Village Green, as recorded in Map Book 171, Page 50 in the Office of the Judge of Probate of Jefferson County, Alabama

TOGETHER WITH (a) any land lying in or under the bed of any street, alley, road or right-of-way open, or proposed, abutting or adjacent to the Property, (b) any and all easements, rights-of-ways or other appurtenances of any kind or nature which in any manner serve the Property, and (c) all fixtures and other improvements situated on the Property owned by Grantor; and together with the following:

- (i) A non-exclusive easement for ingress and egress to the Property from Southchester Road over and across the following described portion of Lot 1, Village Green, as recorded in Map Book 171, page 50, in the office of the Judge of Probate of Jefferson County, Alabama (the "Rear Access Easement");

Being a parcel of land situated in the NE¼ of the SW¼ of Section 8, Township 18 South, Range 2 West being more particularly described as follows:

Commence at the Southwest corner of the NE¼ of the SW¼ of Section 8, Township 18 South, Range 2 West and run East along the South line of said ¼-¼ section a distance of 204.4 feet to a point; thence 54°22' to the left in a Northeasterly direction a distance of 388.72 feet to a point; thence 65°55' to the left in a Northwesterly direction a distance of 327.22 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 87.00 feet to a point on the Southeasterly right-of-way line of Southchester Road; thence 47°34'13" to the right in a Northeasterly direction along the Southeasterly right-of-way line of Southchester Road a distance of 85.00 feet to a point; thence 132°12'29" to the right in a Southeasterly direction a distance of 114.21 feet to a point; thence 64°43'18" to the right in a Southwesterly direction a distance of 70.00 feet to the POINT OF BEGINNING;

- (ii) A non-exclusive easement for the parking of automobiles, limited, however, to the parking of seven (7) automobiles in the spaces now existing or hereafter constructed in the Rear Access Easement;

- (iii) A non-exclusive easement for ingress and egress to the Property from Cahaba Road over and across the following described portion of Lot 1, Village Green, as recorded in Map Book 171, page 50, in the office of the Judge of Probate of Jefferson County, Alabama (the "Front Access Easement -- North Portion"):

Being a parcel of land situated in the NE¼ of the SW¼ of Section 8, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Southwest corner of the NE¼ of the SW¼ of Section 8, Township 18 South, Range 2 West and run East along the South line of said ¼-¼ section a distance of 204.4 feet to a point; thence 54°22' to the left in a Northeasterly direction a distance of 388.72 feet to a point; thence 65°55' to the left in a Northwesterly direction a distance of 327.22 feet to a point; thence 64°30' to the right in a Northeasterly direction a distance of 180.00 feet to a point; thence 0°38'55" to the right in a Northeasterly direction a distance of 105.23 feet to the POINT OF BEGINNING; thence continue along the last stated course a distance of 111.66 feet to a point on the Southwesterly right-of-way line of Cahaba Road; thence 88°43'26" to the left

in a Northwesterly direction along the Southwesterly right-of-way line of Cahaba Road a distance of 35.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 18.26 feet to the P.C. (point of curve) of a curve to the left having a radius of 135.00 feet and a central angle of 43°45'39"; thence in a Southwesterly and Southerly direction in the arc of said curve a distance of 103.11 feet to the POINT OF BEGINNING;

- (iv) A temporary non-exclusive easement for ingress and egress to the Property from Cahaba Road over and across that portion of the entrance roadway which is presently located on Lot 1 of the Village Green, as recorded in Map Book 171, Page 50 in the Office of the Judge of Probate of Jefferson County, Alabama ("Lot 1"); provided, however, that this temporary non-exclusive easement shall automatically terminate when the Grantor relocates the entrance roadway approximately fifty (50) feet South of its present location; and
- (v) A temporary easement for access to Lot 1 for the purpose of repairing and maintaining all utility services which serve the Property and are located on Lot 1; provided, however, that this temporary easement shall terminate if the Grantee, or its successors or assigns, elects to relocate such utility services in accordance with the provisions of clause (ii) of the reservation provision below.

THE STATE OF ALABAMA)
MOBILE COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Forty Thousand and No/100 - - - DOLLARS to the undersigned grantor Thomas J. Toolen, Bishop of Mobile, a corporation sole, in hand paid by Liberty National Life Insurance Company, a corporation the receipt whereof is hereby acknowledged, the said Thomas J. Toolen, Bishop of Mobile, a corporation sole does grant, bargain, sell, and convey unto the said Liberty National Life Insurance Company, the following described

real estate, to-wit: A tract of land situated in the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 8, Township 18, South, Range 2 West, in Jefferson County, Alabama, more particularly described as follows: Begin at the Southwest corner of the Northeast Quarter of Southwest Quarter of Section 8, Township 18, South Range 2 West; thence East along the South line of said Northeast Quarter of Southwest Quarter a distance of two hundred and four and 4/10 (204.4) feet to a point; thence 54 degrees 22 minutes to the left in a Northeasterly direction a distance of three hundred and eighty-eight and 72/100 (388.72) feet to the point of beginning; thence 65 degrees 55 minutes to the left in a Northwesterly direction a distance of four hundred and fourteen and 47/100 (414.47) feet to a point in the Southeast line of Southchester Road; thence 47 degrees 30 minutes to the right in a Northeasterly direction a distance of three hundred and one and 29/100 (301.29) feet along said road to a point; thence 32 degrees 23 minutes to the right in a Northeasterly direction along said road a distance of seventy-nine and 7/100 (79.07) feet to a point on the Southwesterly right of way line of the Cahaba Road; thence 76 degrees 32 minutes to the right in a Southeasterly direction along said Southwesterly right of way line of the Cahaba Road, said line being twenty-five and .0 (25.0) feet from and parallel to the center line of said road a distance of four hundred and thirty and .0 (430.0) feet to a point; thence 90 degrees 00 minutes to the right in a Southwesterly direction a distance of ten and .0 (10.0) feet to a point; thence 90 degrees 00 minutes to the left in a Southeasterly direction thirty-five and .0 (35.0) feet from and parallel to the center line of said Cahaba Road a distance of sixty and .0 (60.0) feet to a point; thence 90 degrees 00 minutes to the left in a Northeasterly direction of a distance of five and .0 (5.0) feet to a point; thence 90 degrees 00 minutes to the right in a Southeasterly direction along the Southwesterly right of way line of the Cahaba Road; said line being thirty (30) feet from and parallel to the center line of said Cahaba Road a distance of one hundred and eighty-seven and 32/100 (187.32) feet to a point; thence 90 degrees to the right in a Southwesterly direction a distance of two hundred and twenty-nine and 6/100 (229.06) feet to a point; thence 58 degrees 56 minutes to the right in a Northwesterly direction a distance of one hundred and forty-three and 10/100 (143.10) feet to a point; thence 35 degrees 21 minutes to the left in a Southwesterly direction a distance of two hundred and forty (240) feet to the point of beginning, contain 6 acres, more or less, mining and mineral rights excepted; subject to ad valorem taxes assessed against said property, which will be due October 1, 1952.

situated in Jefferson County, Alabama.

TO HAVE AND TO HOLD unto the said Liberty National Life Insurance Company, its successors and assigns forever.

And the said grantor does itself, and for its successors and assigns, covenant with the said Liberty National Life Insurance Co. its successors and assigns, that it is lawfully seized and possessed of said premises, that they are free from

all encumbrances, that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall, warrant and defend the same unto the said Liberty National Life Insurance Company, its successors and assigns forever, against the lawful claims of all persons, except as above stated; and

For the foregoing consideration, the said Thomas J. Toolen, Bishop of Mobile, a corporation sole, does remise, release, quit claim and convey to the said Liberty National Life Insurance Company, all of the grantor's right, title, interest and claim in or to the following described real estate, to-wit:

The minerals and mining rights and privileges in under and upon the above described tract of land, the interest of the grantor in said minerals and mining rights being an undivided seventeen-twentieths;

TO HAVE AND TO HOLD the said undivided interest in said minerals and mining rights and privileges unto the said Liberty National Life Insurance Company, its successors and assigns forever.

IN WITNESS WHEREOF, The said Thomas J. Toolen, Bishop of Mobile, a corporation

sole has caused these presents to be executed by Thomas J. Toolen, Catholic Bishop of the Diocese of Mobile, duly authorized thereto, and attested by Phillip Cullen, Chancellor of the said Diocese who affixed its corporate seal hereto, being duly authorized thereto, on this the 16th day of August, 1952.

Thomas J. Toolen, Bishop of Mobile, a corporation
sole



Phillip Cullen
Chancellor

By Thomas J. Toolen
Catholic Bishop of the Diocese
of Mobile

RECORDED

INDEXED

DEED 4839

FOR THE ABOVE DESCRIBED TRACT OF LAND, THE INTEREST OF THE GRANTOR IN SAID MINERALS AND MINING RIGHTS BEING AN UNDIVIDED SEVENTEEN-TWENTIETHS;

TO HAVE AND TO HOLD

TO THE SAID

LIBERTY NATIONAL LIFE INSURANCE COMPANY

DEED 4839

MOBILE COUNTY

I, Marie McCarron, a Notary Public

in and for said County, in said State, hereby certify that. Thomas J. Toolen whose name as Catholic-Bishop of the Diocese of Mobile of the Thomas J. Toolen, Bishop of Mobile a corporation sole is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance; he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 18, day of August, 1952

Marie McBarrow
Notary Public
Mobile county, Alabama



RECEIVED THE SECRETARY OF THE ARMY

I HEREBY CERTIFY THAT THE DEED TAX IS PAID

TO HAVE AND TO HOLD HAS BEEN PAID ON THIS INSTRUMENT.

[illegible]

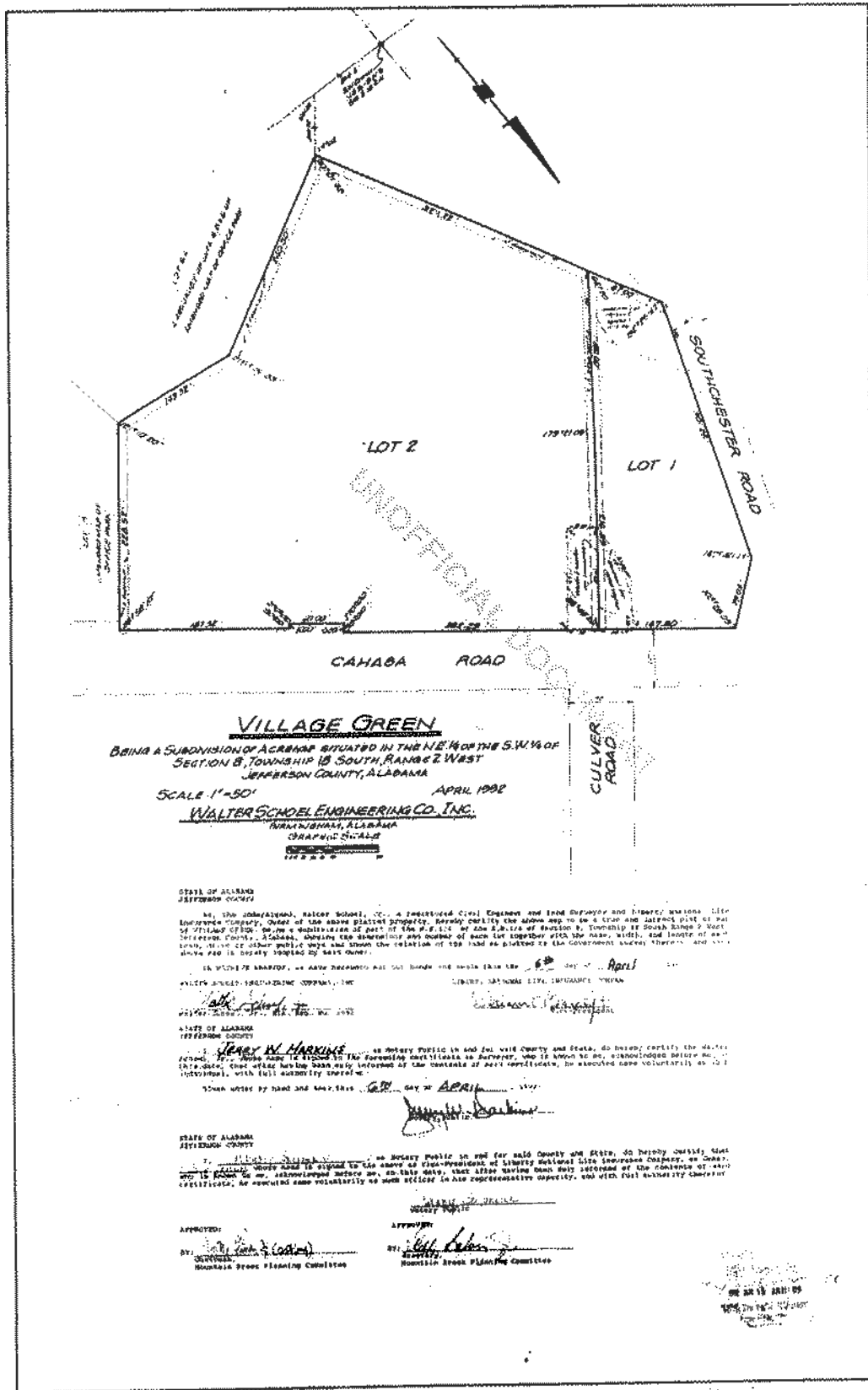
END OF THE LETTERS RECEIVED FOR THE YEAR 1954

*AUG 21 11 52 AM '52

FILED IN OFFICE FOR RECORD AND INDEXING
JULY 18 1966
TOM C. GARNER, Judge of Probate
COUNTY OF WAGNER, MISSOURI
TO THE CLERK OF THE COURT

2. SOLIDIFICATION OF POLYMER

101 THE POLYMERIZATION OF VINYL MONOMERS



VILLAGE GREEN
BEING A SUBDIVISION OF ACREAGE SITUATED IN THE NE 1/4 OF THE SW 1/4 OF
SECTION 8, TOWNSHIP 18 SOUTH, RANGE 2 WEST
JEFFERSON COUNTY, ALABAMA

SCALE 1"=50'

APRIL 1992

WALTER SCHEDEL ENGINEERING CO., INC.
BIRMINGHAM, ALABAMA
GRAPHIC SCALE

STATE OF ALABAMA
JEFFERSON COUNTY

We, the undersigned, Walter Schedel, C.E., a Registered Civil Engineer and Land Surveyor and Liberty National Life Insurance Company, Owner of the above platting property, hereby certify the above map to be a true and correct plat of said Village Green, being a subdivision of part of the S.E. 1/4 of the S.W. 1/4 of Section 8, Township 18 South Range 2 West, Jefferson County, Alabama, showing the boundaries and number of each lot together with the name, width, and length of each lot, and of other public ways and shown the relation of the land so platted to the Government survey thereon, and that same map is legally adopted by said owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of April 1992.

WALTER SCHEDEL ENGINEERING COMPANY, INC.

LIBERTY NATIONAL LIFE INSURANCE COMPANY

Walter Schedel
Walter Schedel, C.E., R.S., L.S., No. 1992

Walter Schedel
Walter Schedel, C.E., R.S., L.S., No. 1992

STATE OF ALABAMA
JEFFERSON COUNTY

JEFFREY W. HARKINS, as Notary Public in and for said County and State, do hereby certify the within record, that same map is filed in the foregoing jurisdiction as a correct map, who is known to me, acknowledged before me, and that said map having been duly informed of the contents of said certificate, he executed same voluntarily, with full authority thereunto.

Given under my hand and seal this 6th day of April 1992.

Jeffrey W. Harkins
Jeffrey W. Harkins

STATE OF ALABAMA
JEFFERSON COUNTY

We, the undersigned, **JEFFREY W. HARKINS**, as Notary Public in and for said County and State, do hereby certify that the within record, that same map is filed in the foregoing jurisdiction as a correct map, who is known to me, acknowledged before me, and that said map having been duly informed of the contents of said certificate, he executed same voluntarily, with full authority thereunto.

Jeffrey W. Harkins
Jeffrey W. Harkins

APPROVED:
BY: *Walter Schedel*
Walter Schedel
Mountain Brook Planning Committee

APPROVED:
BY: *Walter Schedel*
Walter Schedel
Mountain Brook Planning Committee

PL Mountain Brook Estates Inc
(No Seal) By Robt Jemison
Bham Jr. Pres Attest A B Yarnner

TRANSMISSION LINE PERMIT

Vol. 3336 Sec

Dated 25 May 1942

Page 191

TO

Filed 23 June 1942

CONS: \$1.00 paid.

Alabama Power Company

GRANTS:

The right to construct, operate and maintain its lines of poles and towers and appliances necessary in connection therewith as located by the final location survey hereto for made by said company, for the transmission of electric power with the right to string thereon from time to time electric power and telephone wires and the right to permit other corporations and persons to attach wires to said poles and towers upon, over and across the following described lands situated in Jefferson County, Alabama:

(See reverse side for description of property)

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof including the right of ingress and egress to and from said lines; and also the right to cut and keep clear all trees and to keep clear other obstructions that may injure or endanger said lines.

No Wits:

Attest by Robt Jemison Jr. His Pres 25 May 1942 bl. C S Davis RP JGA
(Seal)

8-18-42
J. J. Jemison
Jr. Pres
Attest
A. B. Yarnner
Jr. Secy

That part of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ lying SW of Cahaba Road and SE of Chester Road, sit in Sec 8 Tp 18 R 2 W
Power line to be constructed along the SE edge of South Chester Road.

444819

WE 0140 00 0040 000

LAN 2481-(REV. 6/75)
 PERMIT-POLE LINE, CORPORATION
 STATE OF ALABAMA,

REV 1024 REV 465

County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Liberty National Life Insurance Company, Lessor

a corporation, for and in consideration of the sum of One and No/100 Dollars (\$ 1.00), to it in hand paid by Alabama Power Company, a corporation, the receipt whereof is acknowledged, does hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain its line of poles and appurtenances necessary in connection therewith, as located by the final location survey heretofore made by said Company, for the transmission of electric power, with the right to set poles, guys and anchors in line and to string thereon from time to time electric power and telephone wires and the right to permit other corporations to attach wires to said poles upon, over, under and across the following described land situated in Jefferson County, Alabama:

A parcel of land in the West 1/4 of NE 1/4 of SW 1/4 of Section 8, Township 18 South, Range 2 West more particularly described as follows: Commence at the Southwest corner of said forty and run East 204.4 feet; thence 54°22' left, 388 feet; thence 56°55' left, 150 feet for a point of beginning; thence continue on last said course 264 feet; thence 90°/50 feet; thence 90° right, 264 feet; thence 90° right, 50 feet to the point of beginning.

1. Final location survey is attached hereto and made a part hereof.
2. This instrument shall not be binding until Union Carbide Corporation has executed this instrument.

This instrument prepared in
 the Corporate Office
 Dept. of Alabama Power Co.
 Birmingham, Ala.

By B.C. Oggle

See Exhibit "A" attached hereto and made a part hereof.

BY T.H.S.M. 110

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof including the right of ingress and egress to and from said line; and also the right to cut and keep clear all trees, and to keep clear other obstructions, that may injure or endanger said line.

IN WITNESS WHEREOF, the said Liberty National Life Insurance Company, Lessee, caused this instrument to be executed in its name by Elmore N. Scott, Assistant Financial Vice President, and attested by Inez G. Board, its Secretary, and its corporate seal to be affixed, on this the 19th day of March, 19 80.

Attest [Signature] Secretary.
 By [Signature] Financial Vice President MOOREHEAD F.O.

South
 Central
 Bell
 Telephone
 Co.

Approved
 Liberty
 Nat. Life
 Ins. Co.
 Approved
 Union
 Carbide
 Corp.

REAL 1924 PAGE 466

STATE OF ALABAMA,

County of Jefferson

I, Emmet C. Williams, a Notary Public, in and for said County in
said State, hereby certify that Edgar N. Smith, whose name as Pres-

ident of Alabama National Life Insurance Company, a corporation, is signed to the fore-
going instrument, and who is known to me, acknowledged before me on this day that, being informed of the con-
tents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as
the act of said corporation.

Given under my hand and official seal, this the 17th day of March, 1934

MY COMMISSION EXPIRES
AUGUST 2, 1935

Notary Public

41879

THE STATE OF ALABAMA,

County

TRANSMISSION LINE PERMIT

FROM

TO

ALABAMA POWER COMPANY

THE STATE OF ALABAMA

County

I hereby certify that the within instru-
ment was filed in my office for record on
the 17th day of March, 1934,
at Edmond, Mo., and duly re-
corded in Deed Book Page
and examined.

Judge of Probate of said County.

3.0 MOUNTAIN BROOK VILLAGE MASTER PLAN

The Mountain Brook Village Master Plan is based primarily on the Vision, Value and Goals established through the public participation process. To achieve this Vision, all future development should be arranged and evaluated based upon three key plan components – (1) a future Land Use Policy Map (a plan for regulating use of land and buildings); (2) a Building and Development Regulating Plan (a plan for regulating building types and designs); and a Circulation and Urban Design Plan (a plan to guide coordinated public improvements and private site and building designs). Together these three components reflect a comprehensive approach to development in the Village, and guide the many private and public decisions that occur with new development in the Village.

3.1 VISION

Vision

Classic Mountain Brook - Our front door.

Mountain Brook Village is a community and metropolitan destination. True to the village pattern and inspiration of the original Mountain Brook plan, Mountain Brook Village preserves the small-scale pedestrian atmosphere while providing a modern retail shopping experience unique to metropolitan Birmingham.

Values

- Tradition - the initial vision for Mountain Brook Village, preserving its unique character and value as a destination.
- A gateway – to the City of Mountain Brook; to major metropolitan destinations; and to the adjacent neighborhoods.
- Eclectic, complimentary architecture, preserving the past and integrating the best of today.

- Independent and local businesses ensure that there is a unique and local flavor.
- A community village blended with the beauty of the natural surroundings.

Goals

- Maintain the core of Mountain Brook Village in tact – scale (1 and 2 story), streetscape (store-front buildings), and architecture (predominantly English-style).
- Ensure new development around edges of the village contributes to the vitality of the core of Mountain Brook Village.
- Develop a village-wide parking strategy (remote employee locations, structured district parking, on-street parking management).
- Seek opportunity for more evening business activity (dining or entertainment).
- Solve the flood problem.
- Connect or improve bicycle and pedestrian connections through the village, building on the city-wide network established on Cahaba Road and Montevallo Road.
- Enhance existing green space in the Village, and incorporate any new development sensitively into topography and existing vegetation in areas around the Village.

3.2 LAND USE POLICY MAP

The Land Use Policy Map is a plan that recommends future uses of land and buildings. It guides future zoning decisions and assists in considering a variety of future regulatory strategies that could implement the physical and policy recommendations of the Master Plan.

The map reflects some of the following general categories which are part of the City's overall land use policy framework. Not all categories are currently represented or recommended in the Village planning area. Where these categories and descriptions differ

from the City's overall master plan, the master plan is specifically amended to include these updated categories and descriptions.



General Commercial – The majority of the city's commercial uses fall into this category. There is an extensive list of uses in the Zoning Regulations. The appropriate building type in or adjacent to the Villages for this category is a low-scale (1 to 3 story) buildings, with street-level storefront designs. The appropriate implementation of this category is the Local Business District as modified by any specific applicable planning and design recommendations for buildings in the village.



General Commercial – Retail Dominant - Land uses in this category are the same as the General Commercial category, except due to the location on key sites and/or streets in the Village, ground-level uses that present a high degree of pedestrian activity are preferred. These are generally retail/restaurant-type uses. The appropriate building type for this category is a low-scale (1 to 3 story) buildings, with street-level storefront designs. The appropriate implementation of this category is the Local Business District as modified by any specific applicable planning and design recommendations for buildings in the Village, and further modified to incorporate policies or regulations to discourage, limit or prohibit ground level service and office uses at these key retail locations.



Office – Land uses in this category include any professional or business office use, regardless if it has a single office on a lot, multiple offices in a single building or multiple buildings in an office park. These uses may range in size depending on location and a variety of building types may be appropriate depending on context. Other compatible uses in this group include municipal buildings, fitness centers, gymnasiums, daycares, restaurants, and laboratories or any other business or service that primarily supports the employment focus. The appropriate implementation of this category is Professional District or Office Park District.



Heavy Commercial – There are only a few occurrences of these kinds of uses in Mountain Brook. This category includes the more intense commercial uses, such as hotels, large restaurants and fast-food restaurants, which generate a high amount of traffic and rely on a predominantly automobile oriented site design and infrastructure. The appropriate implementation of this category is through the Community Shopping District.



Multi-Use – Land uses in this category utilize buildings designed for a variety of uses – specifically general commercial uses on the ground level, and retail, office or residential uses on the upper levels. This category is generally only appropriate at defined locations in the Village, where the potential for upper level residential uses will not disrupt the primary retail function of the area, and can provide a broader public benefit to the Village as a whole. Multi-story buildings with street-level storefront designs are the appropriate building type for this category. The appropriate implementation of this category is the Local Business District, as modified by any specific applicable planning and design recommendations for buildings in the Village.



Multi-Use – Retail Dominant – Land uses, applicability, and building types in this category are the same as the Multi-Use category, except due to the location on key sites and/or streets in the Village, ground-level uses that present a high degree of pedestrian activity are preferred. These are generally retail/restaurant uses. Multi-story buildings with street-level storefront designs are the appropriate building type for this category. The appropriate implementation of this category is the Local Business District, as modified by any specific applicable planning and design recommendations for buildings in the Village, and further modified to incorporate policies or regulations to discourage, limit or prohibit ground level service and office uses.



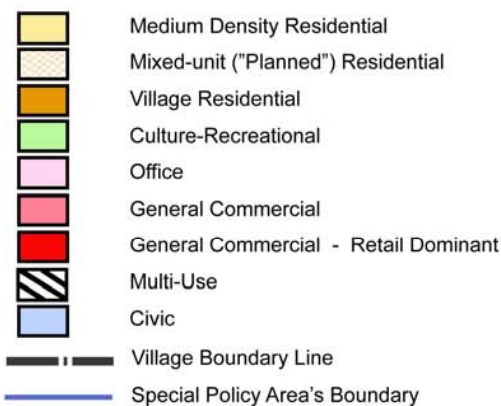
Low Density Residential – Land uses in this category are primarily intended to be average-size residential lots and/or developments. These lots range from 10,000 square feet up to two acres in size. The majority of lots in this classification are zoned

City of MOUNTAIN BROOK

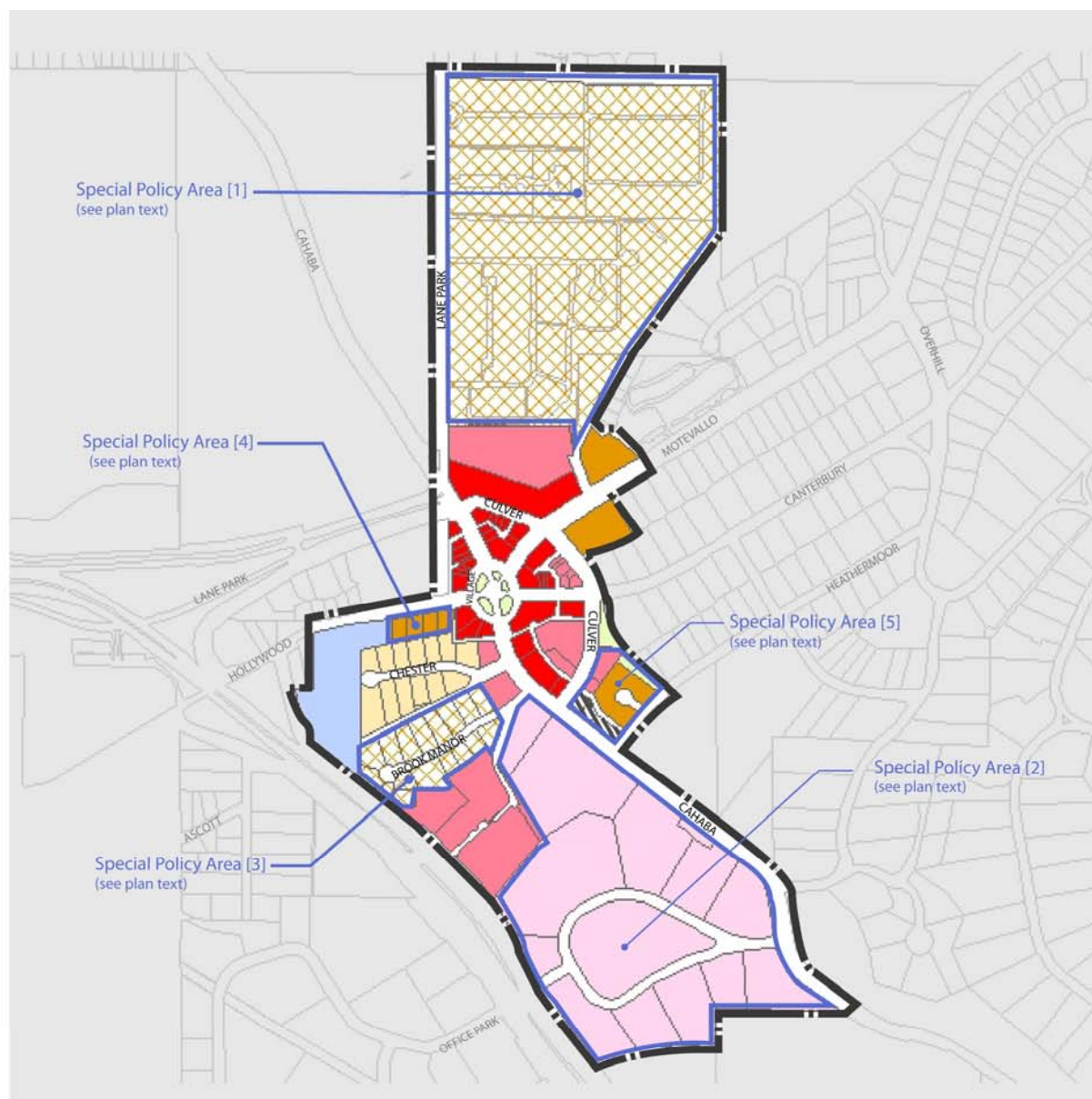
MOUNTAIN BROOK VILLAGE

LAND USE POLICY MAP

PROPOSED LAND USE



* for a complete set of future land use categories available city wide, see master plan

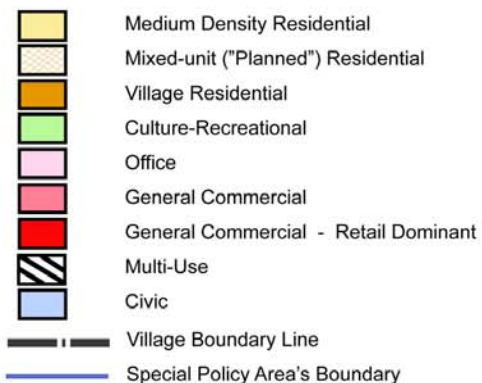


City of MOUNTAIN BROOK

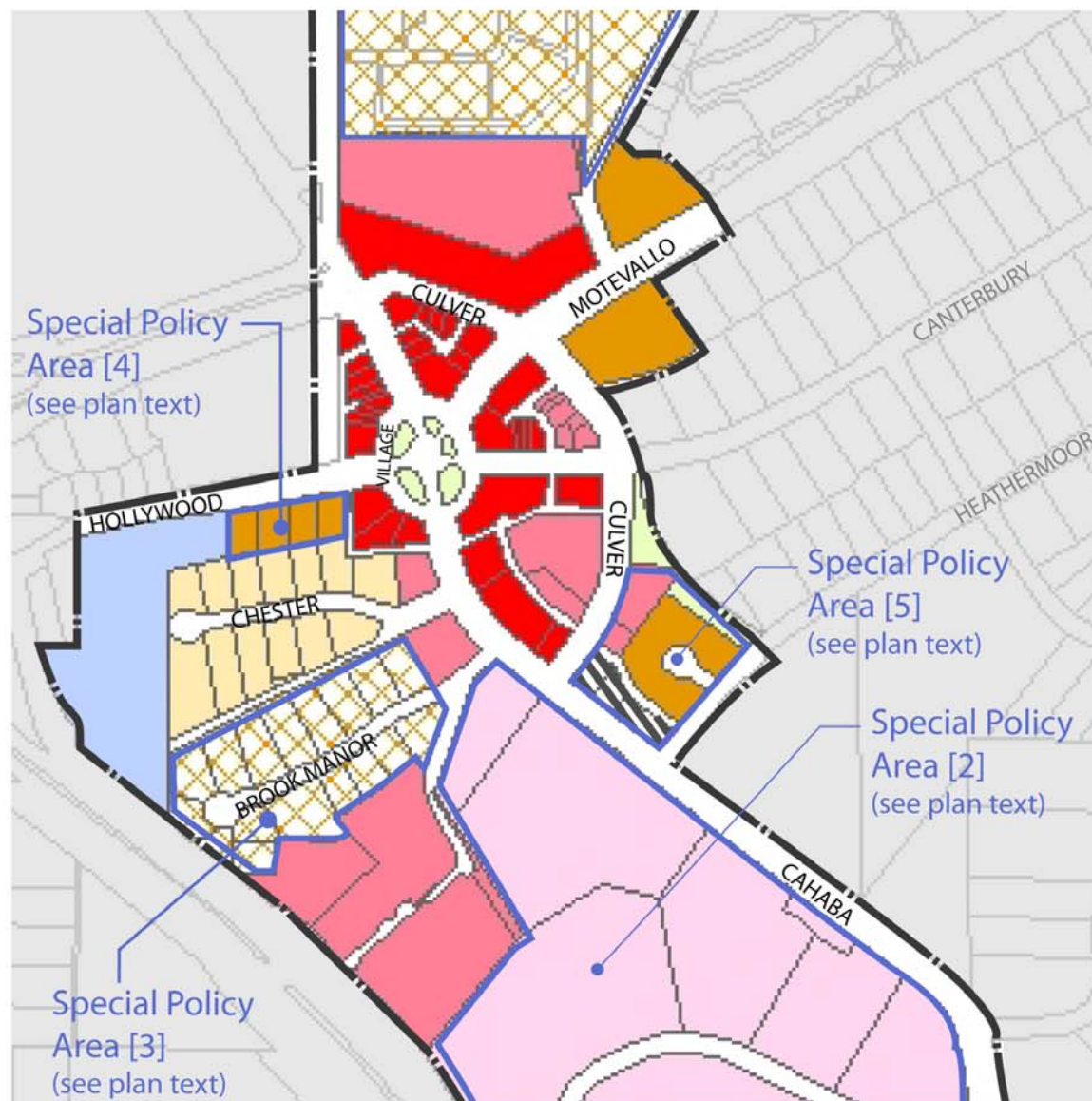
MOUNTAIN BROOK VILLAGE

LAND USE POLICY MAP

PROPOSED LAND USE



* for a complete set of future land use categories available city wide, see master plan



- of this area should be incorporated into the development plan. Internal street and alley layout should include at least 4 connection points outside of the property:
- At least 2 to Lane Park Road.
 - At least 1 and preferable 2 to the property to the south – if only one can be provided in the development plan then a secondary Pedestrian Passage should also be provided.
- If redevelopment occurs in association with any redevelopment of commercial areas to the south (site with the current Western Supermarket), areas to the south may be included in the PUD plan, and the transition line between the commercial areas of the plan and the residential portion of the plan may be adjusted, provided:
 - Retail uses should remain focused towards Culver and the core of the village, while transitional office or service uses may be located further off Culver towards the residential areas; and
 - Enhance vehicle and pedestrian connections to the village are provided as specified in the policy point above.
 - Internal street networks should be coordinated with any phasing or potential redevelopment of the areas to the north. If property in the southern portion of this area is developed in an earlier phase or prior to any redevelopment of the northern portion, at least one stub connection aligning with the most significant street connection to the village should be provided. Potential for secondary street connections and connections of Greenways or pedestrian paths to phased or other potential redevelopment areas should be provided in the plan.
 - All internal streets should have enhanced pedestrian access.
- Total project should be at the approximate current density; however, up to a 15% increase in density may be acceptable provided there is a mix of dwelling types and a substantial mix of dwelling units, including at least 3 of the following different dwelling types:
 - Apartments (stacked flat building types on common lots).
 - Townhouses (1800 to 2400 s.f. individually owned lots/attached structures).
 - Cottage homes (2400 – 4800 s.f. individually owned lots/detached structures).
 - Single-family homes (4800 s.f. + individually owned lots/detached structures.)
 - Condominiums (stacked flat building type, but individually owned units.)
 - A mix of building types that preserves the potential for retaining rental housing opportunities near the Village is encouraged.
 - Enhanced streetscapes and primary building frontages (architectural detail and ornamental entrances) should be established along Lane Park Road strengthening connections into the village.
- [2] Special Policy Area 2** represents the Office Park currently zoned "Office Park District." Any future development for the Office Park area should occur through rezoning to an employment-based PUD. The development plan that supports this future flexible zoning should require the following planning principles:
- The development plan should provide a more natural and campus-like environment preserving existing topography and restoring more natural vegetation and open spaces wherever possible (similar to the office developments further south on Cahaba.)

- Building scales should transition with topography, with up to 6-story buildings permissible in the lower southern portions and 3-story buildings in the higher north portions.
 - Building footprints and parking areas should be concentrated to maximize the impact of natural open areas. Buildings clustered around central focal point open spaces and structured parking are preferred.
 - The circulation network shall maintain one primary connection between Highway 280 and Cahaba Road. Internal connections should be designed with a more natural streetscape with native and heavy vegetation. At least one secondary connection shall be included with the Community Shopping district to the north. A traffic impact analysis shall ensure that these networks can support the planned level of development and that no adverse impact on Cahaba Road entering Mountain Brook Village is anticipated.
 - At least one Pedestrian Passage shall be maintained from the center of the development to the northeast and into the core of Mountain Brook Village. Additionally, pedestrian connections to the hotel and community shopping center to the north should be provided as prominent framework elements of the plan for the PUD.
 - A greenway or trail for bicycle and pedestrian access should also be provided along the property on the west side of Cahaba Road.
 - Gateway features coordinated with the Pedestrian Passage, the greenway or trail, and the through connection at Cahaba road should be provided with a design theme that emphasizes connections to Mountain Brook Village (i.e. English Tudor style with stone and slate materials.)
 - An Open Space plan for the PUD should be developed incorporating small pocket parks and overlooks with a pedestrian circulation system for the area.
 - The predominant land use of the site should be office or employment that can support Mountain Brook Village with a larger daytime population, while taking advantage of access and exposure on Highway 280. Retail and service uses included in the plan should only be accessory and supportive of office and employment uses, and should not undermine the core of the Village as the retail and service destination for surrounding areas.
- [3] *Special Policy Area 3*** represents residential lots fronting on Brook Manor. Any future development in this area should occur through rezoning to a Residential PUD. The development plan that supports this future flexible zoning should require the following planning principles:
- Higher scale buildings may be more appropriate subject to the following:
 - No buildings above 2 stories shall be located on the north side of Brook Manor. Any new buildings on the north side of Brook Manor shall maintain setback and buffer relationships with respect to the existing single family homes on Chester, so as to cause no adverse impact on these homes.
 - Buildings up to 3 stories may be appropriate in the southeast portions of this area where the building scale can be minimized by the relationships to the existing grades to the south.
 - Buildings up to 4 stories may be appropriate in the southwest portions of this area where the building scale can be minimized by the relationships to the existing grades to the south and to the west.
 - The plan should create significant green space serving a dual purpose as storm water mitigation and a significant focal point for the neighborhood, as well retain a significant

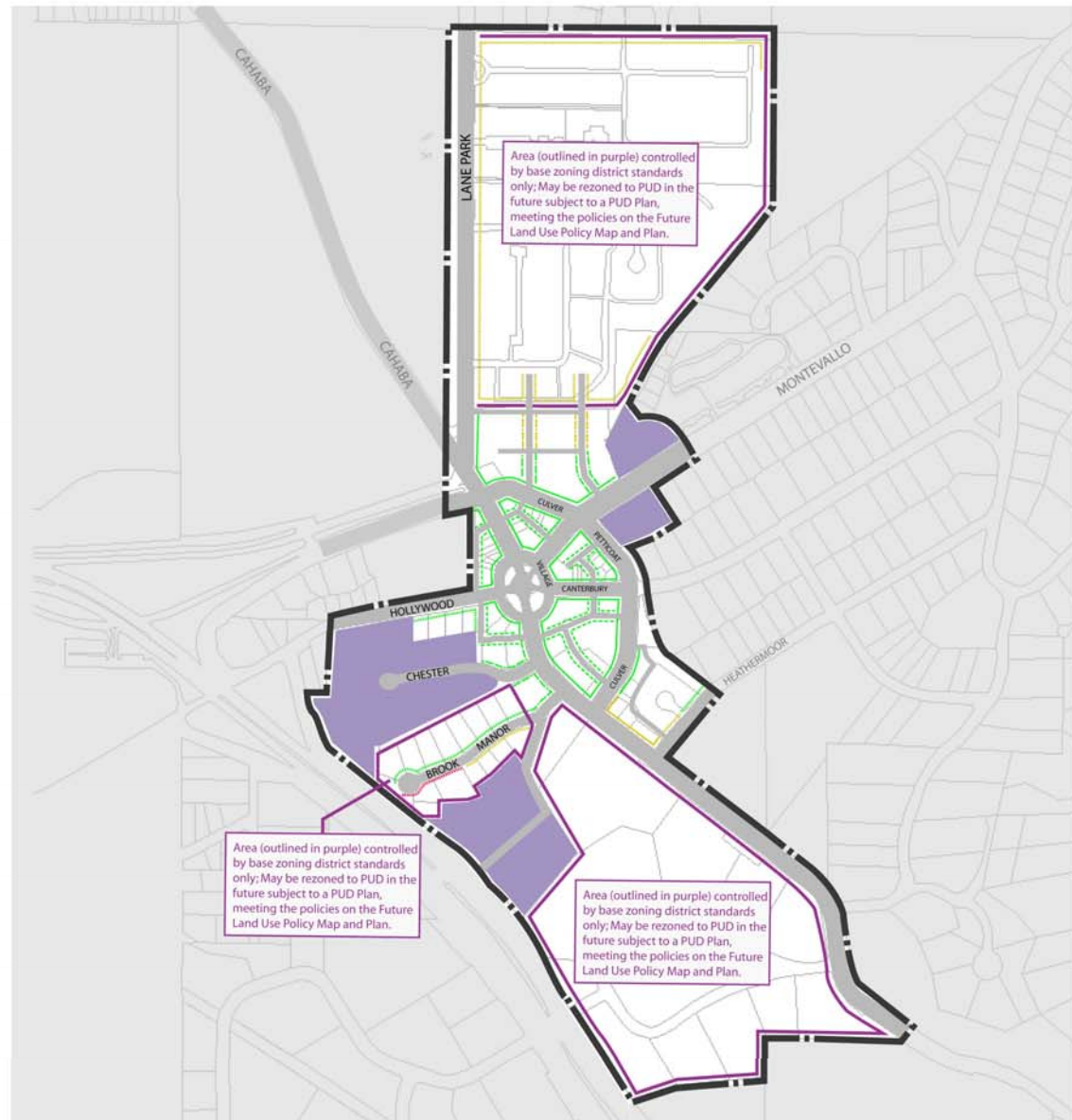
City of MOUNTAIN BROOK

MOUNTAIN BROOK VILLAGE Village Center

BUILDING AND DEVELOPMENT REGULATING PLAN

BUILDING FRONTAGE TYPES


-  Primary Frontage
2 story
3 story
-  Secondary Frontage
2 story
3 story
-  Support Frontage
2 story
3 story
-  Residential ("Neighborhood") Frontage
2 story
3 story
4 story
-  Village Boundary Line
-  Area controlled by base zoning districts standards only




3.4 CIRCULATION AND URBAN DESIGN PLAN

The Circulation and Urban Design Plan is a plan for guiding design of multiple projects that may occur in different areas or at different times in a coherent village-wide manner to achieve a consistent character for buildings, sites and public and private open spaces. It identifies things that, while they may not necessarily be regulated or required of private development in every case, they are important to the overall function and aesthetic character of the Village and therefore benefit from a Village-wide plan guiding their application.

The elements of the Circulation and Urban Design Plan deal primarily with the design of the public realm, or aspects of private site development that significantly impact the public realm. It includes the design of either public rights-of-way and open spaces which are not the subject of regulations on private development, but which are often impacted by or reconstructed in association with private development. In addition, it includes aspects of private site development which may be desired but not always mandatory, and which can benefit from considering them within the context of a Village-wide plan prior to incorporating them into individual sites. Elements on the Circulation and Urban Design Plan are:




Primary Village Street – A Primary Village Street is the most pedestrian oriented area of the Village. Vehicle lanes are narrow and balanced with wider sidewalks and maximized opportunities for on-street parking. It features frequent and more enhanced streetscape elements such as street-lights, benches, and landscape elements. Curb-cuts for vehicle access are limited or prohibited in favor of alleys or shared access provided off of Secondary or Support Streets.




Secondary Village Street – A Secondary Village Streets, while still reflecting the pedestrian character


of the Village, may accommodate more automobile access and a lower level of streetscape enhancements. It performs a secondary circulation function in the Village.




Access or Service Alley – An Access or Service Alley is an area that accommodates service vehicles for businesses and secondary vehicle circulation or specific site access for vehicles. These areas may perform dual functions as a pedestrian Passage if enhanced design elements create a balance between pedestrians and vehicles or otherwise emphasize a priority for pedestrians through physical design elements.




Village Support Street – A Village Support Street is a street that is generally not designed to perform a commercial function or support immediately adjacent commercial uses. Typically these streets are residential, and the design should primarily emphasize residential characteristics and pedestrian access to the Villages. Additionally, although residential in nature these streets may also be key access points for vehicles into the villages from adjacent areas.




Passage – A Passage is a linear area primarily designed for pedestrian traffic or balanced pedestrian and vehicle traffic, often providing mid-block connections between Primary and Secondary Village Streets or access to public spaces internal to a block.



Greenway – A Greenway is a long, linear, and natural corridor that features a trail for pedestrians and/or bicycles.



Gateway – A Gateway is a small, pedestrian-scale, ornamental structure usually located along a roadway that signifies a transition or entry to a unique area. Gateways typically include common design themes at separate and remote locations that collectively define the uniform character of the area, but should contain variations on the theme in order to best fit into the specific location of the Gateway.



Public Quasi-civic Open Space – Public or Quasi-Civic Open Spaces are small, well-designed spaces that are

in the right-of-way or are on private property as extensions of the streetscape. They include many pedestrian oriented elements and are areas that invite people to linger creating “gathering spaces” in the Village.



Landmark Architectural Feature – Landmark Architectural Features are minor elements of a building that, due to their enhanced ornamentation or differentiated mass, call attention to key points in the public realm. They are typically located at important corners or terminate views down a street corridor (i.e. at t-intersections or deflections in the street pattern). Landmark features should emphasize key architectural themes instrumental to the Village or building, and should never emphasize a specific use or corporation using a particular building.



Public/Private Parking – Public/Private Parking areas accommodate centralized surface or structured parking. These locations may be private, but are identified as ideal places for either privately shared parking arrangements, or for areas where public financial and/or policy participation in parking arrangements would be appropriate.



Enhanced Crosswalk – Enhanced Crosswalks are key crossing points where special attention to pedestrian amenities should be paid in the roadway and along the sidewalks. These are not necessarily the only crosswalks that should be located in the Villages, but that identify areas that due to high expected pedestrian traffic, or due to important interfaces between vehicles and pedestrians, may require a higher design emphasis than ordinary crosswalks.



Sensitive Boarder – Sensitive Boarder indicates areas where adjacencies to anticipated future development activity is particularly close to existing uses, structures, lots or other borders where the development activity may have an adverse impact. Particular attention to design solutions, and specifically strategies articulated in the Design Guidelines of the Master Plan, should be employed to minimize any potential impact.

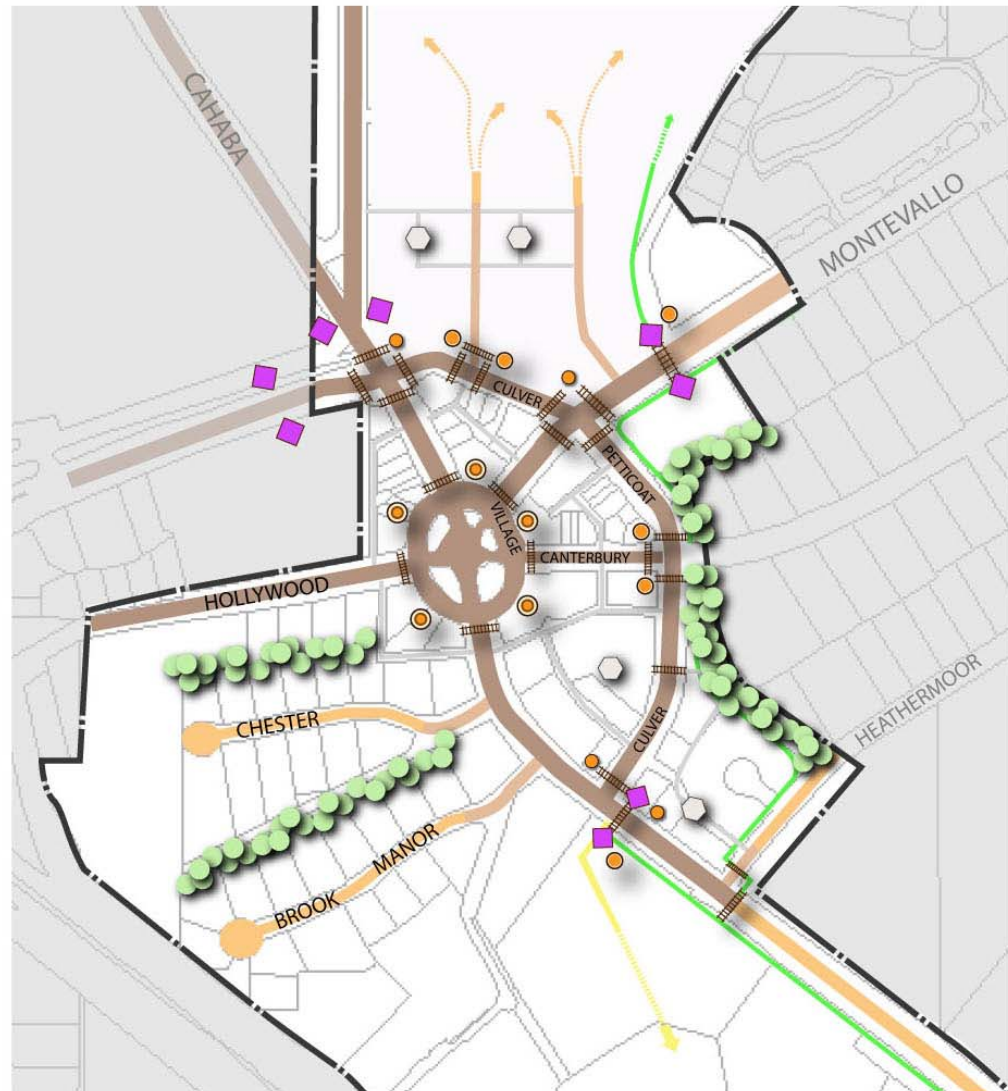
City of MOUNTAIN BROOK

MOUNTAIN BROOK VILLAGE Village Center

CIRCULATION AND URBAN DESIGN PLAN

URBAN DESIGN ELEMENTS

-  Primary Village Street
-  Secondary Village Street
-  Village Support Street
-  Access-Service Alley
-  Passage (Ped or Ped/Vehicle)
-  Greenway
-  Landmark
-  Quasi-Civic / Public Open Space
-  Open Space & Landmark
-  Gateway
-  Public / Private Parking
-  Sensitive Border
-  Enhanced Crosswalk
-  Village Boundary Line





Dana Hazen <hazend@mtnbrook.org>

Senior living facility

1 message

Keith Arendall <karendall@lahcommercial.com>

Tue, Oct 31, 2023 at 10:45 AM

To: Dana Hazen <hazend@mtnbrook.org>

Cc: Maurice Humphries <maurice@lahsothebysrealty.com>

Good am, Dana.

I am writing to tell you that we, Canterbury LLC, are not opposed to the rezoning of the old Union Carbide building for use as a senior living facility.

The only non-zoning concerns we have are as follows:

1. That the integrity of our existing retaining wall not be adversely affected.
2. That the non-exclusive easement in the rear of our lot, not be used for contractor parking.
3. That the developer/contractors promptly repair any damage to the easement that results in their use of it. We'd really prefer that the contractors and subs use a different route since very few vehicles from Taziki's et al stop at the stop sign at the bottom of the hill.

Take care. I hope all is well with you and yours.

Keith Arendall

CONTRACTOR AGREEMENT

Arcon, LLC (“Contractor”) enters this Contractor Agreement (“Agreement”) with the **City of Mountain Brook, Alabama**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the “Work”) on the understated project (the Project”)

Name of Project: Pedestrian Brick Pattern Crosswalk English Village

Site of Project: 2000 Cahaba Road
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A (which includes the City Scope of Work and November 21, 2023 Contractor Proposal, hereinafter the “Contractor Proposal”) that is attached and incorporated herein.

3. **Undertaking of Parties.** Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for six (6) months (the “Term”). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a “Default”); and (b) following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

Contractor’s obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of Fifty-three thousand and twenty-five dollars (\$53,025.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$100,000.00.

The City will pay the Contract Price on this Project on the following schedule:

- (a) The balance of the Contract Price after the following certification of completion of Work.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that

it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

(b). Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

The City will not indemnify Contractor (or any of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

(d). Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work and the November 21, 2023 Contractor Proposal (collectively, the “Contract Documents”) sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

b. This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in

Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

k. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(Signature Page Follows)

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

Arcon, LLC CONTRACTOR.

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work. *Measurement of Brick Pattern Crosswalk 10' wide with 12" White Borders Impressed preformed thermoplastic Crosswalks Into Asphalt*

See attached City Scope of Work and November 21, 2023 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 5 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Hunter Johnston
3579 East Street
Birmingham, AL 35243
Email: johnstonh@mtnbrook.org
Day Tel #: 205-802-3875

Contractor Project Representative:
Robbie Butler
3505 Branch Mill Road
Birmingham, AL 35223
Email: robbie@arconus.net
Day Tel #: 205-937-6201

4. Special Conditions. The City of Mountain Brook will provide traffic control throughout the project. City will be responsible for removal of existing thermo will provide new asphalt surface for new Impressed preformed thermoplastic Crosswalks. Work will be performed during normal business hours 7 a.m. to 5 p.m.