

ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18, 2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Chambers

ZBA2021-00045

Belview Heights Neighborhood

Request:

Variance to allow an accessory structure in the front yard instead of the required rear and side yard. A variance to allow parking in the front yard instead of the driveway providing continuous access to a parking space in a side or rear yard or driveways must provide continuous access to a garage within house or an attached carport that is built of similar materials to the main structure. A variance from the parking space not being in the side yard or extending 18 feet beyond front edge of house. A variance to allow a driveway more than 20 feet instead driveways shall be no more than 12 feet wide at the right-of-way; except for driveways providing access to two-car garages, in which case, said driveway shall be no wider than 20 feet.

Applicant:

Sarah Grisworld

Location:

5405 Court I, Birmingham AL 35208

Parcel #013000124022002000

SE of Section 12, Township 18 S, Range 4 W

Applicant's Proposal:

The applicant is proposing a gazebo and an extended driveway.

Staff Analysis:

The subject property is currently zoned D-3 (Single Family District). The subject property is surrounded by parcels zoned D-3 (Single Family District). The property is not located in the flood plain area nor any design review district. There is an existing illegal parking on the property. The applicant is proposing to extend the parking pad to create a drive way off of 54th St. Staff has worked the applicant to come up with a solution that we can recommend; however, it was unsuccessful due to the conditions of the alley. The applicant did provide staff with photos of the alley and case information regarding clearly the alley below:

At this time, removing trees and cleaning the alley would be too costly for us to consider this option any further. However, I did call the Public Works Department and received two case numbers listed below for assistance with the alley: 1. case number 2100030269 (cleaning up alley) and case number 2100030270 (removal of trees). I was informed that these departments have a back log and no estimated time of when they could be assigned.

City Engineer's Recommendation: I would recommend a 12' driveway from 54th street to connect the existing drive on Court I, with no additional curb cut width allowed on Court I. The applicant could also remove the existing curb cut and driveway on the Court I side and make a new driveway that would better align with the side of the house.

Per the zoning ordinance:

Section 11. Residential Driveways.

A. All driveways, maneuvering areas, and parking spaces must be a suitable hard surface or pervious surface (see Chapter 5, Section 7, C.2) as approved by the City Engineer.

B. Driveways must provide continuous access to a parking space in a side or rear yard or driveways must provide continuous access to a garage within house or an attached carport that is built of similar materials to the main structure.

C. Parking spaces in side yard must extend 18 feet beyond front edge of house.

D. Parking spaces in side yard must also be at least 18 feet by nine feet.

E. Maneuvering areas in front yards shall be limited to 20 percent of the required front yard, including hammer-heads and circular drives, and must connect to an existing driveway providing continuous access to a parking space in the side or rear yard or a garage within the structure.

F. All maneuvering areas, including hammer-heads, and circular drives shall be considered parking spaces and shall count towards the maximum parking after a 100 percent increase has been applied to the maximum parking requirement for residential uses. Driveways providing access to legal parking spaces shall not be counted as parking; provided that the driveway is designed to follow the shortest possible route to said legal parking spaces.

G. Driveways shall be no more than 12 feet wide at the right-of-way; except for driveways providing access to two-car garages, in which case, said driveway shall be no wider than 20 feet.

Neighborhood Recommendation:

The **Belview Heights Association** voted to support the request.

Staff's Recommendation to ZBA:

Staff believes the applicant has not provided evidence to support the variance request based upon the applicant not meeting the six variance standards, staff believes the variance request has merit for denial and should be **DENIED**.

PARCEL ID: 013000124022002000

SOURCE: TAX ASSESOR RECORDS **TAX YEAR:** 2019

DATE: Monday, August 23, 2021 10:23:17 AM

OWNER: GRISWOLD WILLIE B JR &

ADDRESS: 5405 COURT I

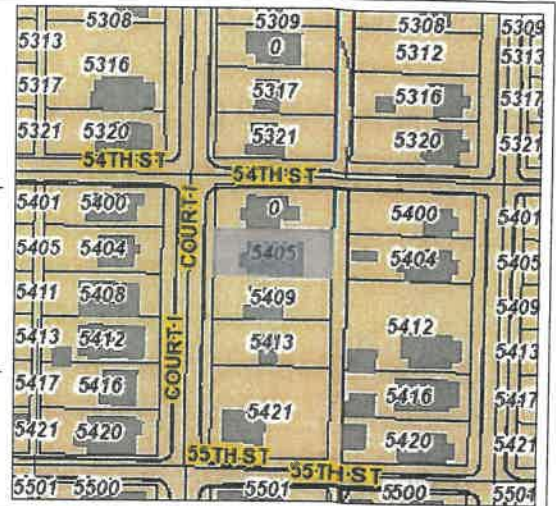
CITY/STATE: BIRMINGHAM AL

ZIP+4: 35208--3026

SITE ADDR: 5405 COURT I

CITY/STATE: BIRMINGHAM, AL

ZIP: 35208



LAND: \$12,700.00

BLDG: \$82,700.00

OTHER: \$0.00

AREA: 5,548.78

ACRES: 0.13

SUBDIVISION INFORMATION:

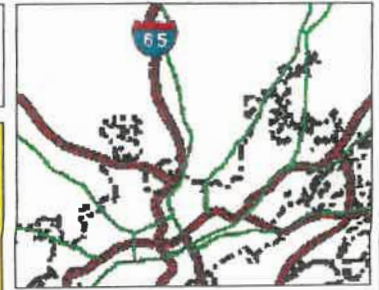
NAME MONTE SANO

BLOCK: 28

LOT: 8

- Section:** 12-18-4W
- Land Slide Zones:** Not in Land Slide Zones
- Historic Districts:** Not in Historic Districts
- Commercial Revitalization District:** Not in Commercial Revitalization District
- Fire District:** Not in Fire District
- Flood Zones:** Not in Flood Zones
- Tax Increment Financing District:** Not in Tax Increment Financing District
- Neighborhoods:** Belview Hghts (201)
- Communities:** Five Points West (2)
- Council Districts:** District - 8 (Councilor: Steven W. Hoyt)
- Zoning Outline:** D3
- Demolition Quadrants:** DEM Quadrant - 2
- Impaired Watersheds:** Not in Impaired Watersheds
- Strategic Opportunity Area:** Not in Strategic Opportunity Area
- RISE Focus Area:** In RISE Focus Area
- Tax Delinquent Property:** Not in Tax Delinquent Property
- EPA Superfund:** Not in EPA Superfund
- Opportunity Zones:** Not in Opportunity Zones
- Judicial Boundaries:** JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District



1: 512

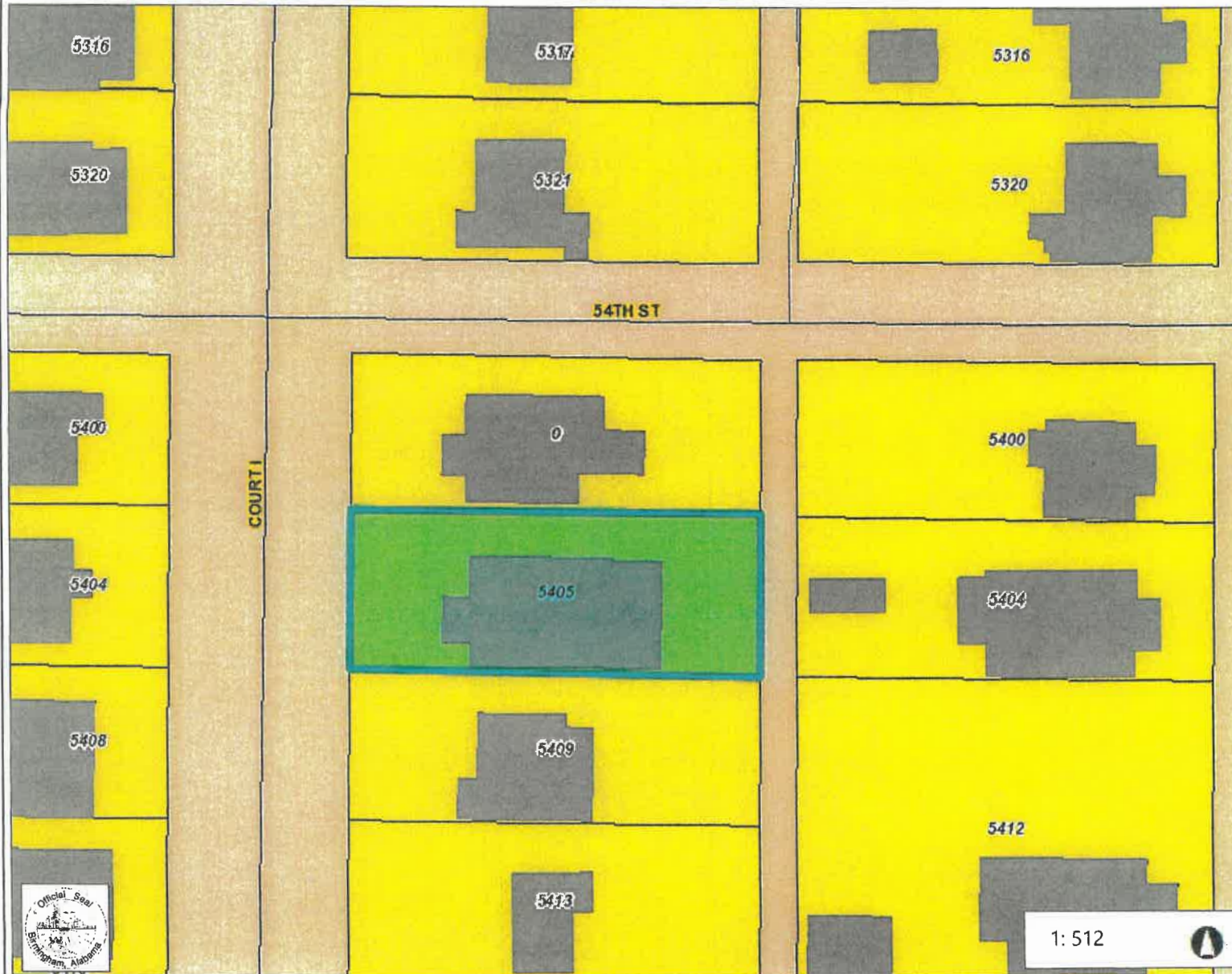


85.3 0 42.67 85.3 Feet



The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Adopted LandUse Plan
 - Residential-Low
 - Residential-Medium
 - Residential-High
 - Neighborhood Commercial
 - General Commercial
 - MXU-Low
 - MXU-Medium
 - MXU-High

1: 512



85.3 0 42.67 85.3 Feet



Notes



Date: April 29, 2021

Re: Sarah Griswold
5405 Court I
Birmingham, AL 35208
(205) 929-4122
Spetty04@yahoo.com

Variance Request: The Accessory Porch Structure and add on to existing driveway.

Statement regarding Variance Standards:

5. **Physical Characteristics of the Property:** the structure was built on an existing brick frame and made of wood structure that is screened aesthetically pleasing which contributed to the beautification of the property and neighborhood.
6. **Unique Characteristics:** The occupant's medical condition restricts mobility and is not conducive for exercising and enjoying nature. The structure allows setting outside sitting area to take in Vitamins D and does not restrict them from being inside permanently that allows a loop around driveway that allows for a safe handicap accessibility for loading and unloading.
7. **Hardship Not Self-Imposed:** The Accessory Porch Structure was created due to the occupant's physical disability. The premise is not located in proximity to a hospital and is not causing hardship to the neighborhood. The structure also allows an easy access for loading and unloading wheelchair due to the busy heavy traffic on Court I, also it will provide a safety handicap accessibility location.
8. **Financial Gain Not Only Basis:** There is no gain other than the improvement of medical conditions.
9. **No Harm to Public Welfare:** The structure only affects the occupancy property and has minimal effect on said property. This property will not be detrimental to the public welfare, nor increase the congestion on public streets.

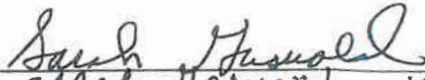
10. The proposed use is not prohibited by ordinances of the City of Birmingham other than the Zoning Ordinance. Attached to and made a part of this Application, Applicant submits the following attachments:

A. A plot plan showing block and lot numbers, and existing and proposed structures with necessary dimensions indicating yard spaces and adjoining structures.

B. A statement of the proposed points on which the Applicant bases his Application, with a description of proposed work.

C. A ground and typical floor plan of the building with all necessary measurements.

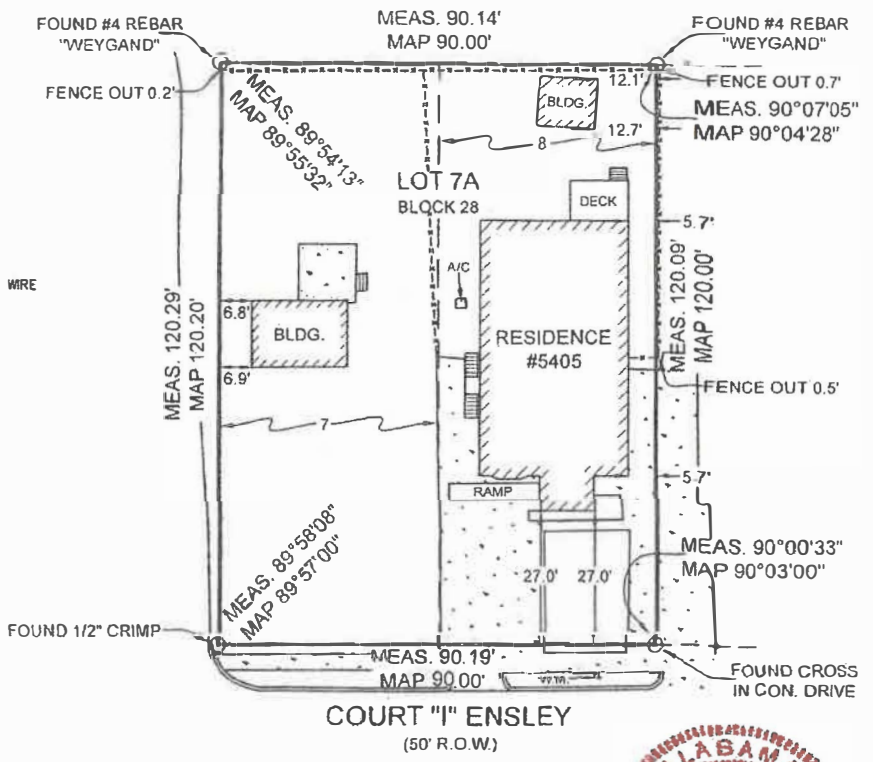
Witness my signature this the 29th Day of April 2021.


SARAH HUSWELL 04/29/2021
(Signature and Printed Name of Owner/Applicant)

Attachments

LEGEND

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



SCALE: 1" = 30'

STATE OF ALABAMA
JEFFERSON COUNTY

"Property Boundary Survey"



I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 7A, Block 28, Monte Sano as recorded in Map Volume 5, Page 36, in the Office of the Judge of Probate, Jefferson County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief, according to my survey of April 26, 2021. Survey invalid if not sealed in red

Order No: 20210937
Purchaser:
Address: 5405 Court "I" Ensley
(Birmingham, AL) 35208

Ray Weygand Reg. L.S. #34764
169 Oxmoor Road Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087
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Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are dead/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.

- 1. 1/4" = 100'
- 2. 1/8" = 50'
- 3. 1/16" = 25'
- 4. 1/32" = 12.5'
- 5. 1/64" = 6.25'
- 6. 1/128" = 3.125'
- 7. 1/256" = 1.5625'
- 8. 1/512" = 0.78125'
- 9. 1/1024" = 0.390625'
- 10. 1/2048" = 0.1953125'
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- 142. 1/11150372599265311570767

788 BLOCK 28,
4ND

PLANNING OFFICE OF
JEFFERSON COUNTY, ALABAMA
SECTION 12,
ARTICLE 37



State of Alabama
Jefferson County
I, Roy Weigand, Notary Public in and for said County and State, do hereby certify that the following is a true and correct copy of the original of the same as the same was presented to me for my signature and seal on this 13th day of November, 2018.

Witness Myself, we have hereunto set our hands this 13th day of November, 2018.
Roy Weigand
Not. P.S. #24973
W. Wade Oswald
W. Wade Oswald - Clerk

State of Alabama
Jefferson County
I, W. Wade Oswald, Notary Public in and for said County and State, do hereby certify that Roy Weigand, Notary Public in and for said County and State, is known to me, personally, and being informed of the contents of said certificate, he executed same voluntarily and with full authority therefor.
W. Wade Oswald
Notary Public - Commission #24973-20
13th day of November, 2018



State of Alabama
Jefferson County
I, W. Wade Oswald, Notary Public in and for said County and State, do hereby certify that W. Wade Oswald, Notary Public in and for said County and State, is known to me, personally, and being informed of the contents of said certificate, he executed same voluntarily and with full authority therefor.
W. Wade Oswald
Notary Public - Commission #24973-20
13th day of November, 2018



APPROVED BY: W. Wade Oswald DATE: 11/17/18
BERMINGHAM PLANNING COMMISSION

APPROVED BY: W. Wade Oswald DATE: 11/17/18
CITY ENGINEER

NOTE:
Environmental Services Department approval indicates that easements have been dedicated for future Jefferson County sanitary sewers. However, this does not mean sanitary sewers have been built or will be built in the future. Any changes in the Right-of-Way or easement boundaries after this date may void this approval.

Director of Environmental Services Date: 11/17/18

NOTES:
ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM SEWERS, STORM DITCHES, PRIVATE TELEVISION, CABLE SYSTEMS, AND MAY BE USED FOR SUCH PURPOSES TO SERVE PROPERTY BOTH WITHIN AND WITHOUT THIS SUBDIVISION. NO PERMANENT STRUCTURE OR OTHER OBSTRUCTION SHALL BE LOCATED WITHIN THE LIMITS OF A DEDICATED EASEMENT (EXCEPT AS NOTED).

BUILDER IS RESPONSIBLE FOR THE DRAINAGE ON EACH LOT AND IN AND AROUND EACH BUILDING AND FOR SOIL CONDITIONS. THIS ENGINEER/LAND SURVEYOR IS NOT RESPONSIBLE FOR EITHER.

BUILDER WILL BE RESPONSIBLE FOR ADJUSTING THE LIDS OR TOP ELEVATION FOR ALL MANHOLES AND YARD INLETS ON EACH LOT.

THE LOT OWNER/BUILDER SHALL USE APPROPRIATE METHODS, WHETHER PIPES, UNDERDRAIN, DITCHES, GRADING OR OTHER MEANS, TO PROVIDE A BUILDING SITE FREE OF SURFACE OR SUBSURFACE DRAINAGE PROBLEMS WITHOUT ADVERSELY AFFECTING ADJACENT LOTS.

THE LOT OWNER/BUILDER SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF SANITARY SEWER SERVICE LINE OR SEWER TANK LOCATION PRIOR TO CONSTRUCTION OF BUILDING FOUNDATIONS.

ELEVATION OF ALL SANITARY SEWER LATERALS TO EACH LOT SHOULD BE VERIFIED BY BUILDER PRIOR TO SETTING CONCRETE FLOOR OF RESIDENCE TO BE SERVICED.

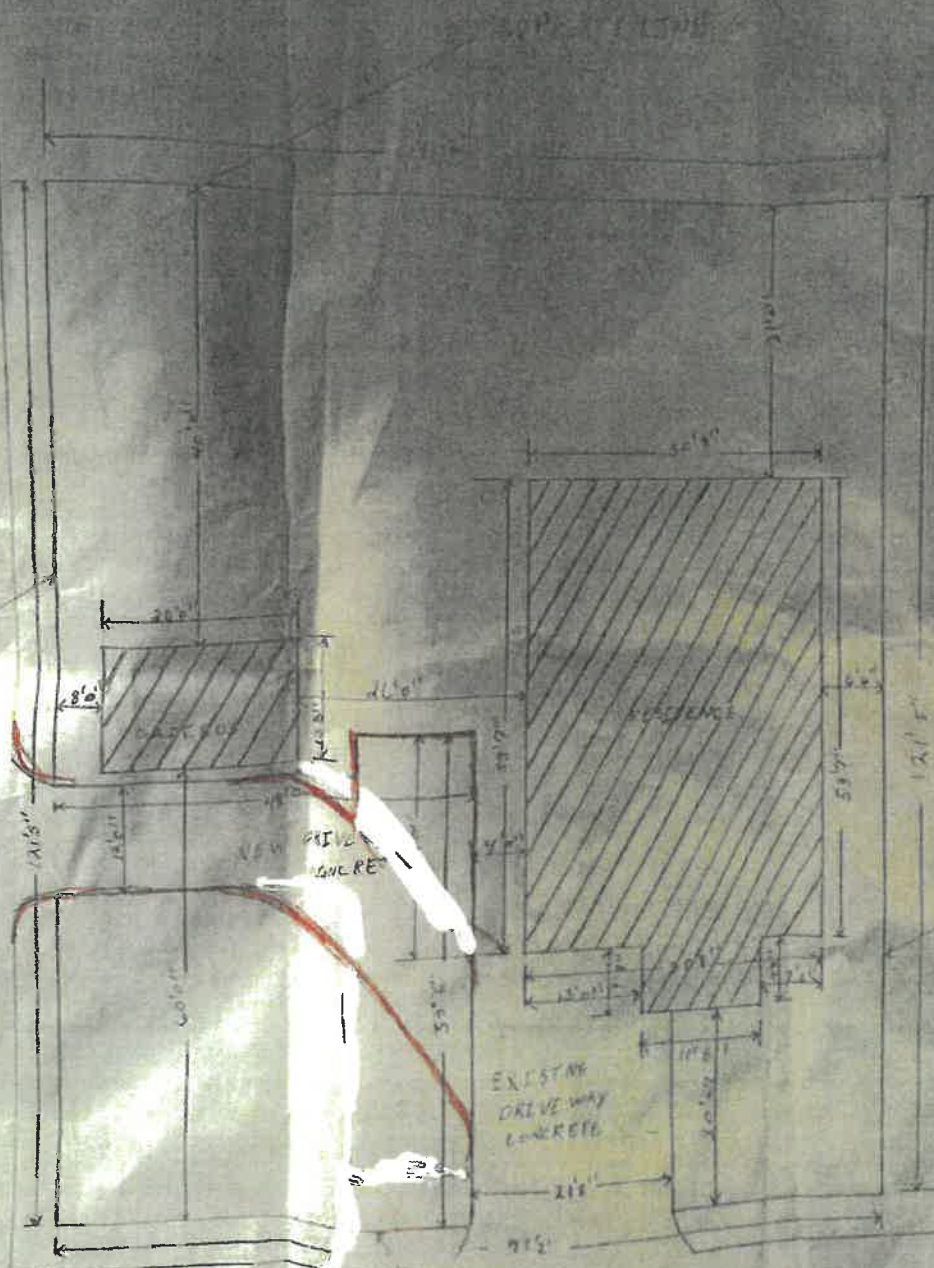
NO HOUSE SHALL HAVE A FINISHED FLOOR ELEVATION LESS THAN TWO (2) FEET ABOVE TOP OF ANY ADJACENT STORM SEWER WITHOUT ENGINEER'S APPROVAL.

NO FENCE SHALL IMPEDE THE FLOW OF WATER IN ANY DRAINAGE WAY.

WEYLAND SURVEYORS, INC. IS NOT RESPONSIBLE FOR SOIL CONTRACTIONS AND DID NOT CONDUCT ANY SURFACE AND SUBSURFACE INVESTIGATIONS.

NORTH ARROW SHOWN ON THIS MAP IS NOT TRUE NORTH AND SHOULD ONLY BE CONSIDERED AS APPROXIMATE.

54TH ST



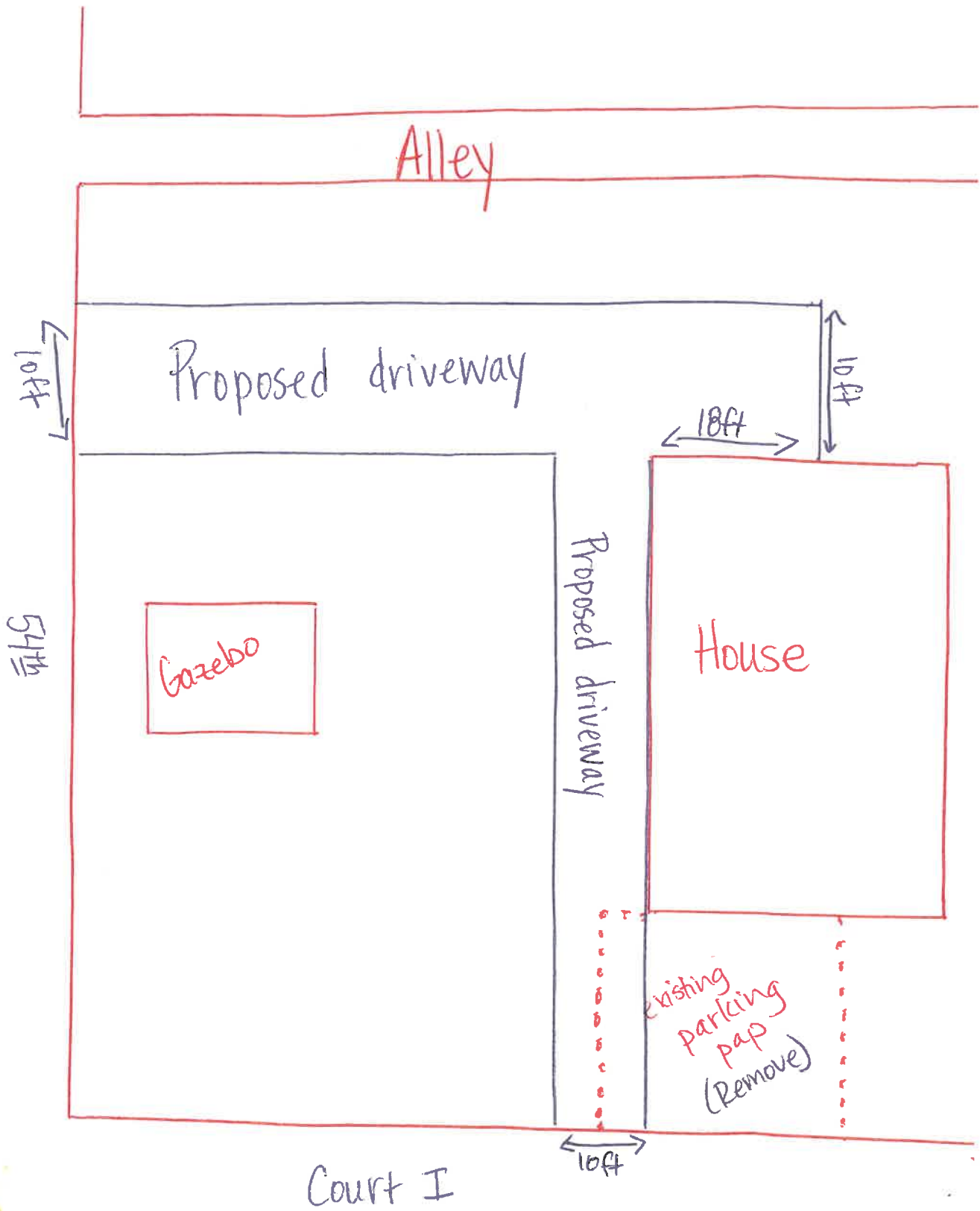
CASE B

PROPERTY LINE

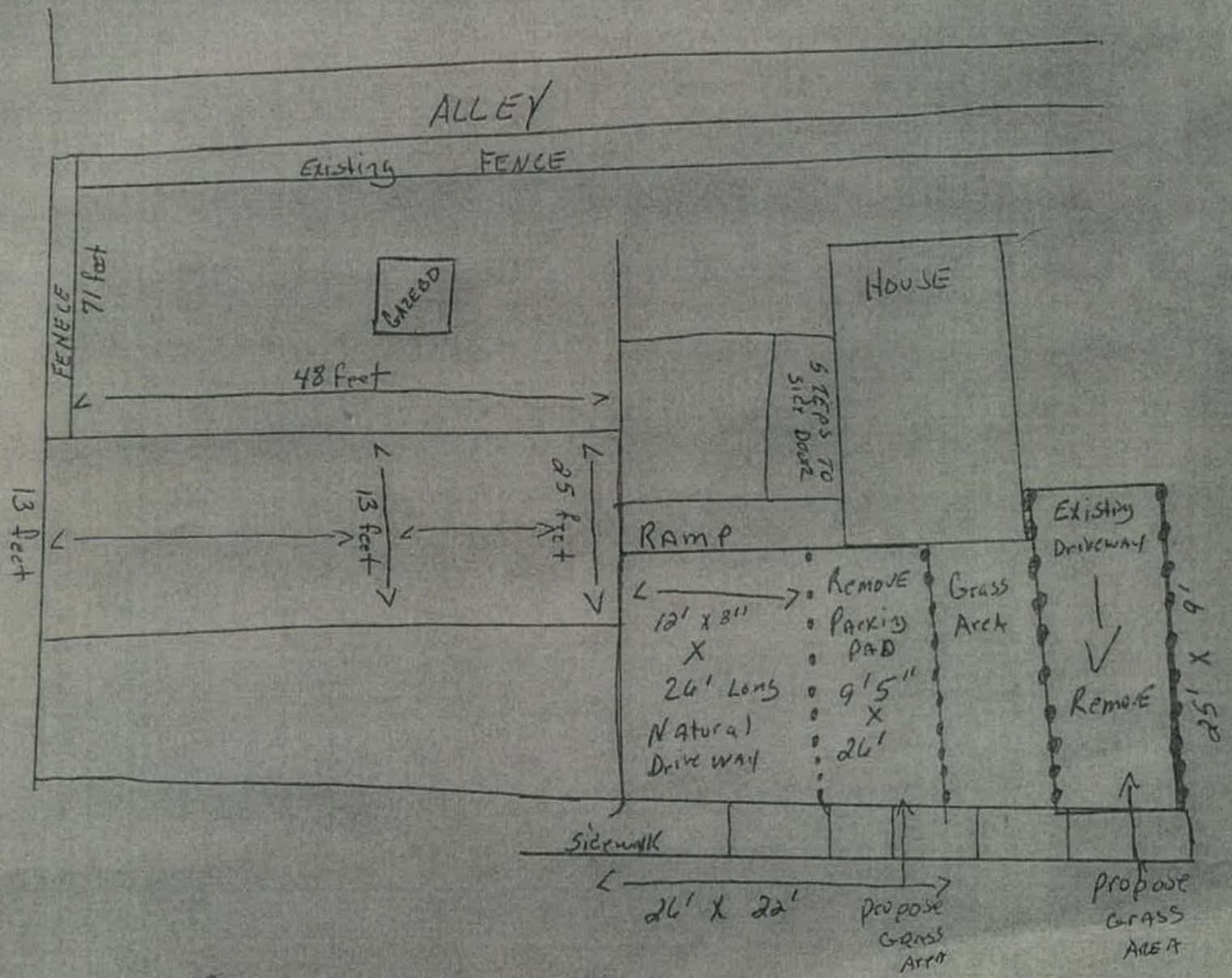
SHOS COURT J
VENEVILLE
BHAM ALA

COURT I

PROPERTY LINE



54th Street



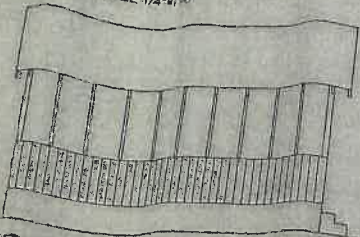
COURT I



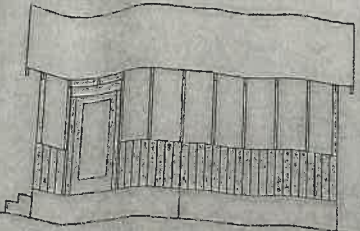
LEFT SIDE ELEVATION
SCALE 1/4" = 1'-0"



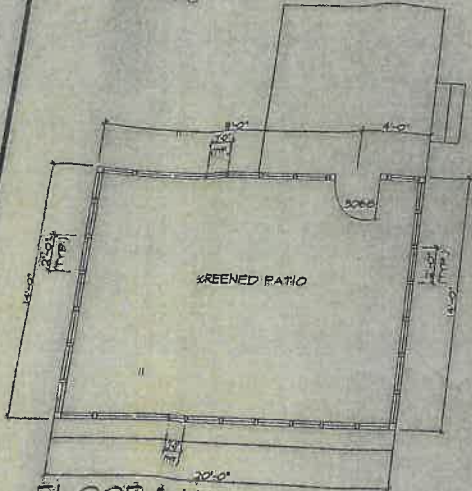
RIGHT SIDE ELEVATION
SCALE 1/4" = 1'-0"



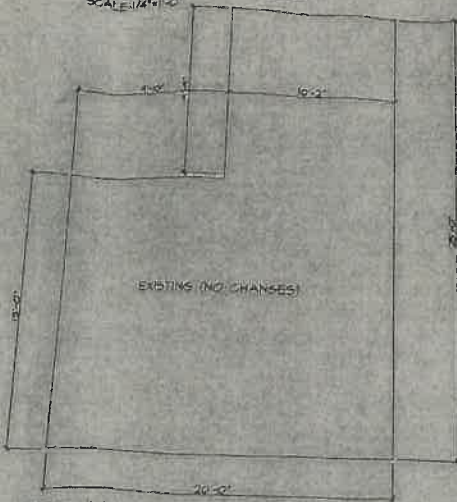
FRONT ELEVATION
SCALE 1/4" = 1'-0"



REAR ELEVATION
SCALE 1/4" = 1'-0"



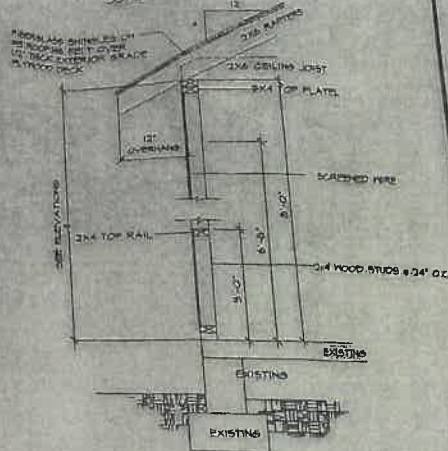
FLOOR PLAN
SCALE 1/4" = 1'-0"



FOUNDATION PLAN
SCALE 1/4" = 1'-0"



SITE PLAN
SCALE 1/4" = 20'-0"



TYPICAL WALL SECTION
SCALE 1/8" = 1'-0"

NEW SCREENED PATIO FOR
MR. WILLIE GRISWOLD
5401 - COURT 11
BIRMINGHAM, ALABAMA
DATE: 3/18 DRAWN BY: HUNTER



5400 Court I
ZBA2021-00045



Image capture: Apr 2021 © 2021 Google

Birmingham, Alabama

Google

Street View - Apr 2021

HEIGHT

Court





ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18,2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Chambers

ZBA2021-00050

Thomas Neighborhood

Request:

Modification to allow 0 off-street parking spaces instead of the required 49 spaces. A special exception to allow an event center. A variance to allow an event center hours to extend past 12:00am.

Applicant:

Thomasina Hardy

Location:

1155 Bankhead Hwy W, Birmingham AL 35204

Parcel #012200281008007000

NE of Section 28, Township 17 S, Range 3 W

Applicant's Proposal:

The applicant is proposing an event center located in the 78 Highway Shopping Center on the corner suite. Request for extension of hours includes, opening hour start at 8pm, patrons that have their adult Birthday parties come in around this time to decorate the building and their tables for their parties, the patrons start their parties at 10pm and stop around 2am to start the clean up process of the building to clean and mop the floors, clean the tables and break them down, to stack the chairs, so the building can be cleared and cleaned before 3am. The parking lot is included in the cleanup. The extended hours are in consideration of the opening, set up, activity, cleanup and breakdown of the adult Birthday Parties, and Anniversary Parties. Most adults have night parties and request this time frame, the businesses in our area and the adjoining buildings which include the auto repair shop, the used tire shop, BBVA bank, The flea market, AMOCO furniture builder, KJ Grill, Love of GOD church, Vending shop, Photo studio are closed at the hours of operation of our business.

Staff Analysis:

The subject property is currently zoned CB-2 (Contingency General Business District). The parcels located north are zoned CM-1 (Contingency Light Manufacturing District), parcels east are zoned CR-5 (Contingency Multiple Dwelling District), parcels south are zoned R-3 (Single Family District) and parcels west are zoned CB-2 (Contingency General Business District). The property is not located in the flood plain area nor in any design review district. The property is within 200 feet of a residential dwelling district; therefore, the hours of operation must end at 12am. According to Title 1 Chapter 5 Section 4.O, it requires 1 parking space per 100sf of GFA for an event center (4900 sf) requiring 49 spaces. The applicant has provided

staff with pictures taken during the hours of operation as evidence to show available parking spacing.

Per the zoning ordinance:

D. Event Center. In the MU-H, MU-D, C-2 and PRD districts a special exception may be granted by the Board provided that the following conditions are met:

- 1. A traffic study may be required by the City Traffic Engineer.*
- 2. If the event center is within 200 feet of a dwelling district, the hours of operation shall be limited to 7:00a.m.-12:00a.m.*

Neighborhood Recommendation:

The Thomas Neighborhood Association voted to support the request. Mrs. Jackson located at 1136 16th St N has opposed to the request of the hours extending past 12:00am.

Staff's Recommendation to ZBA:

Staff believes the applicant has not provided evidence to support the modification, special exception, and variance request; therefore, staff believes the request has merit for **DENIAL**.

VARIANCE STANDARDS

Physical Characteristics of the Property: 1155 E Bankhead Hwy Bham Al 35204, is located in the 78 Highway Shopping Center on the corner suite, this location/building /Property was not newly built, it was already established on this property which is why the business is within 200 feet of a dwelling district. The 78 Highway Shopping Center Property and units have been in use for years and have been used for multiple businesses in that area over the years including this location.

Unique Characteristics: 1155 E Bankhead Hwy Bham Al 35204, Is inheriting a new business in this space but the structure itself has been long standing in this community and the property is not an eye sore to the community and neither will the new business.

Hardship Not Self Imposed: 1155 E Bankhead Hwy Bham Al 35204, is located in the 78 Highway Shopping Center on the corner suite, this location/building /Property was not newly built, it was already established on this property

Financial Gain NOT Basis: 1155 E Bankhead Hwy Bham Al 35204, is not all about financial gain but this is a business that allows individuals and groups of individuals to make lasting memories for a lifetime, memories that yes can be made anywhere else but wouldn't be because they aren't made here and they want their memories made here.

No Injury to Neighboring Property: 1155 E Bankhead Hwy Bham Al 35204, is located in the 78 Highway Shopping Center on the corner suite, this location/building /Property was not newly built, it was already established on this property which is why the business is within 200 feet of a dwelling district. The 78 Highway Shopping Center Property and units have been in use for years and have been used for multiple businesses in that area over the years including this location and has not and will not cause any physical damage to any of the neighboring properties in the area or adjoined to this property.

PARCEL ID: 012200281008007000

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2019

DATE: Friday, September 17, 2021 1:32:20 PM

OWNER: ATLANTA CAPITAL LLC

ADDRESS: P O BOX 110962

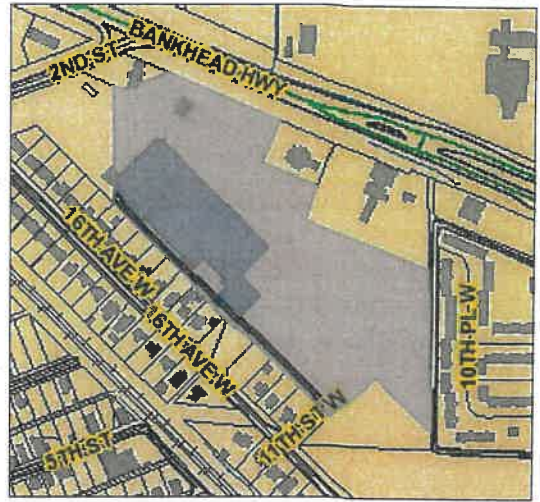
CITY/STATE: CAMPBELL CA

ZIP+4: 95011

SITE ADDR: 1111 BANKHEAD HWY W

CITY/STATE: BHAM, AL

ZIP: 35204



LAND: \$1,045,400.00

BLDG: \$553,000.00

OTHER: \$0.00

AREA: 529,076.19

ACRES: 12.15

SUBDIVISION INFORMATION:

NAME THOMAS GARDENS-2 22-28-1

BLOCK:

LOT: 3&

Section: 28-17-3W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Not in Historic Districts

Commercial Revitalization District: Not in Commercial Revitalization District

Fire District: Not in Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: Not in Tax Increment Financing District

Neighborhoods: Thomas (1306)

Communities: Pratt (13)

Council Districts: District - 8 (Councilor: Steven W. Hoyt)

Zoning Outline: CB2

Demolition Quadrants: DEM Quadrant - 2

Impaired Watersheds: Impaired Watershed - Upper Village Creek

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: In RISE Focus Area

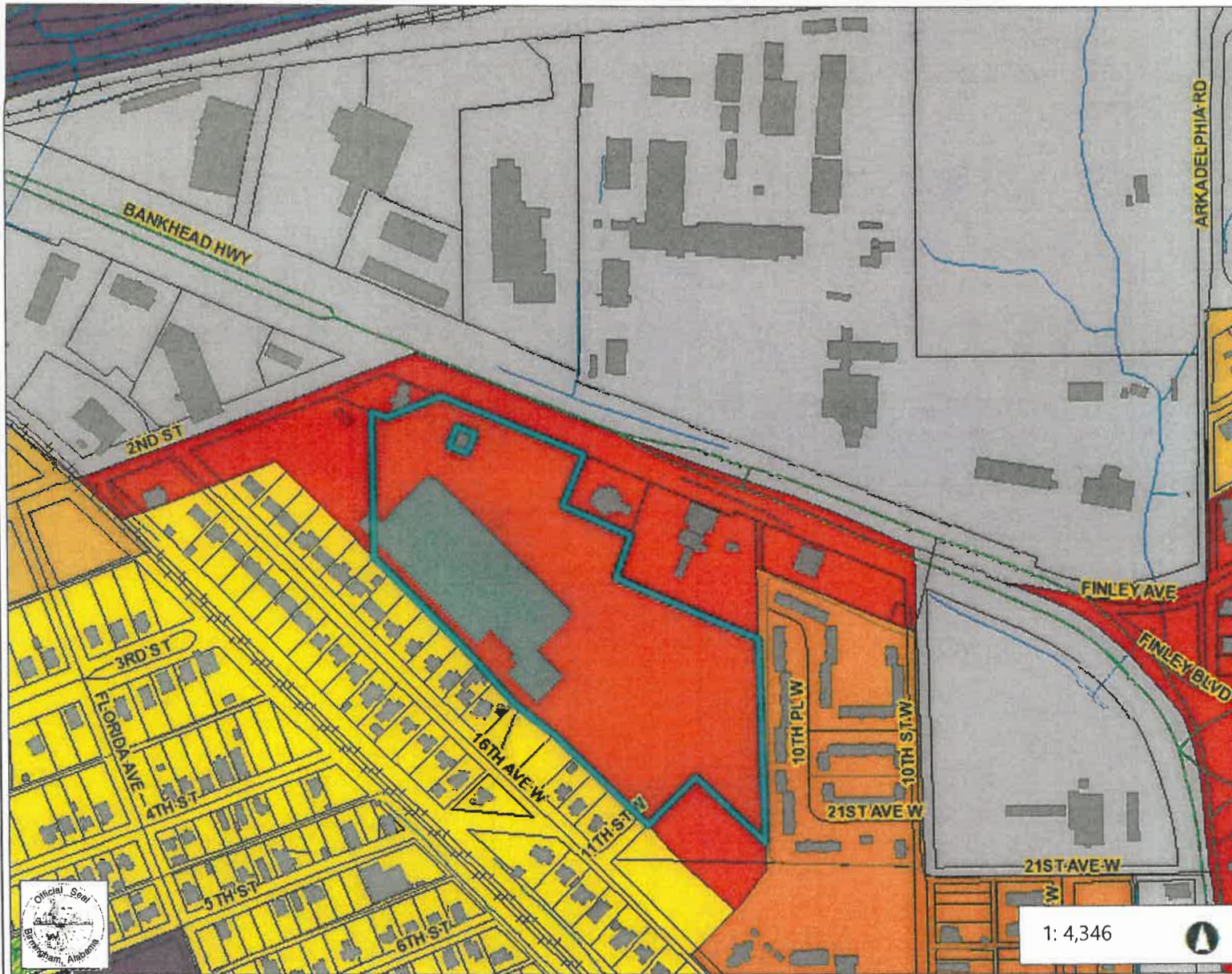
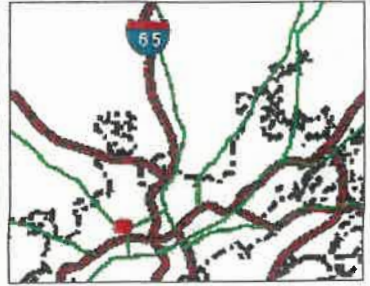
Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: Not in EPA Superfund

Opportunity Zones: In Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.



Legend

- Centerline Labels
- Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District



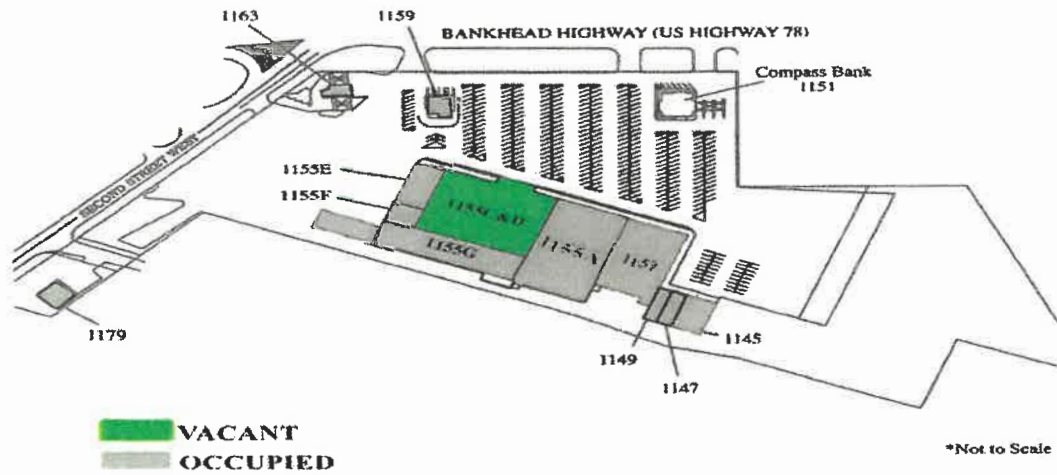
1: 4,346



724.4 0 362.18 724.4 Feet

The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Suite	SQF	Tenant
1145	4500	Love of God Church
1147	1500	Vending Shop
1149	1500	Photography
1155A	12400	78 Mini Mall
1155B	12400	78 Mini Mall
1155C&D	30000	VACANT
1155G	12000	Aomco Office Furniture Installation Inc.
1155E	4900	Steel City
1155F	1000	Car Repair
1157	17000	Night Bar
1159	2340	KJ's Bar and Grill
1163	1000	Tire Shop
1179	2025	Transportations/ Taxes/ Entertainment

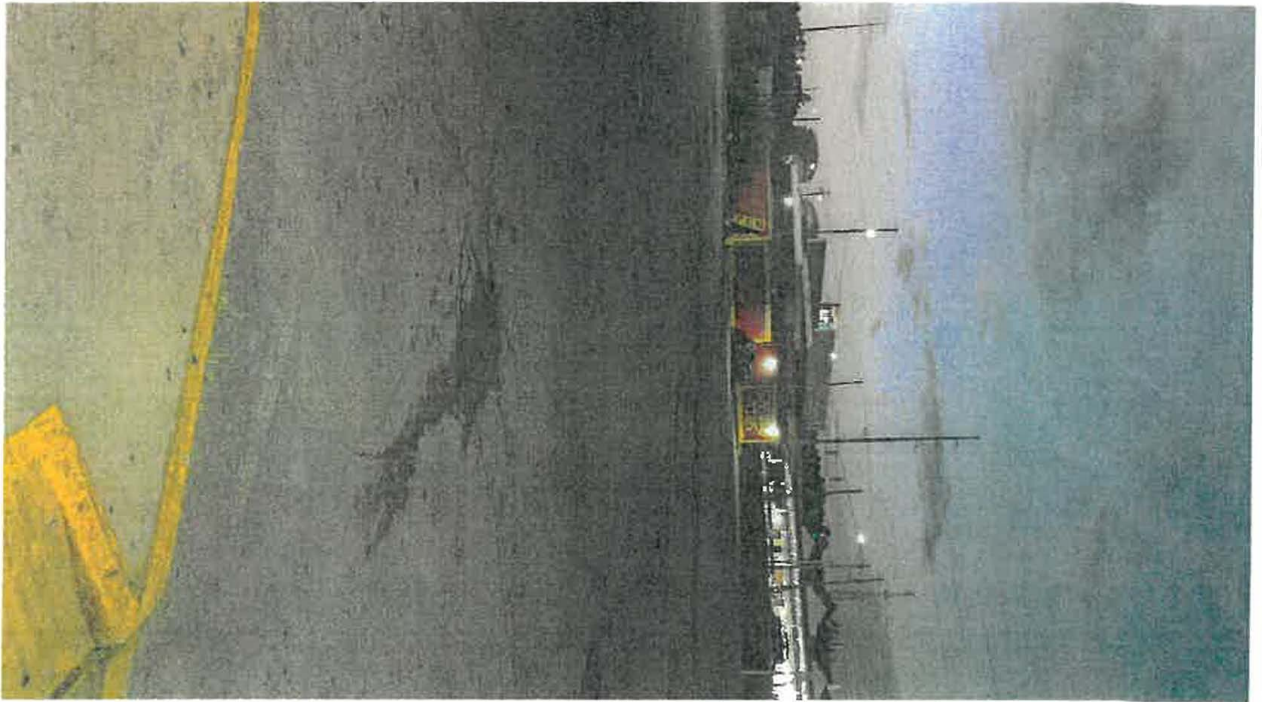


1155 Bankhead Hwy W

ZBA2021-00050



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



MCE CENTER PARKING LOT PICS

DATE: 10/1/21

CANCER SURVIVOR PARTY

10 P-1 A

1ST ROW 32 CARS MCE CENTER

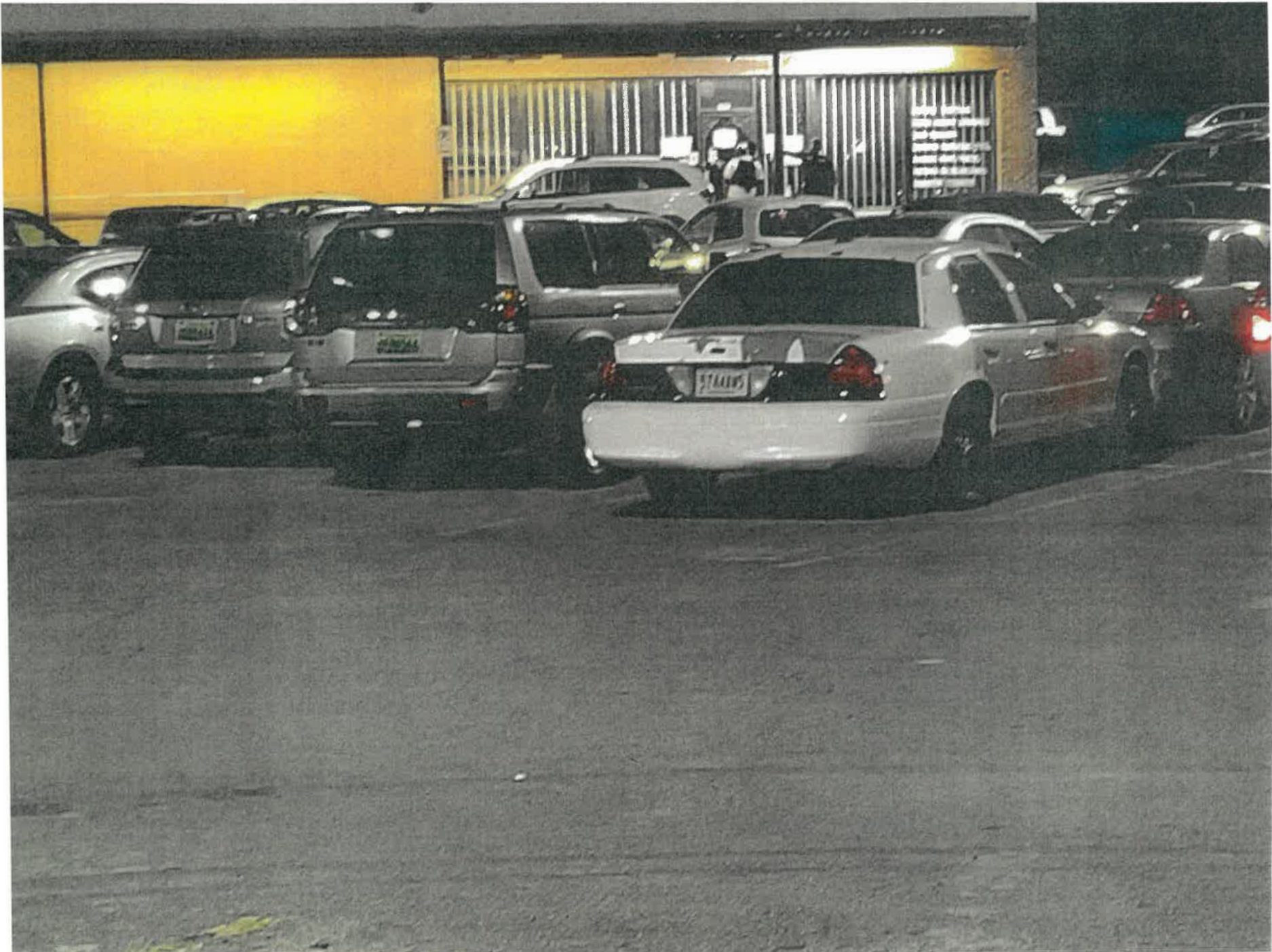
2ND ROW 38 CARS IN FRONT OF AMOCO/ CLOSED AT NIGHT

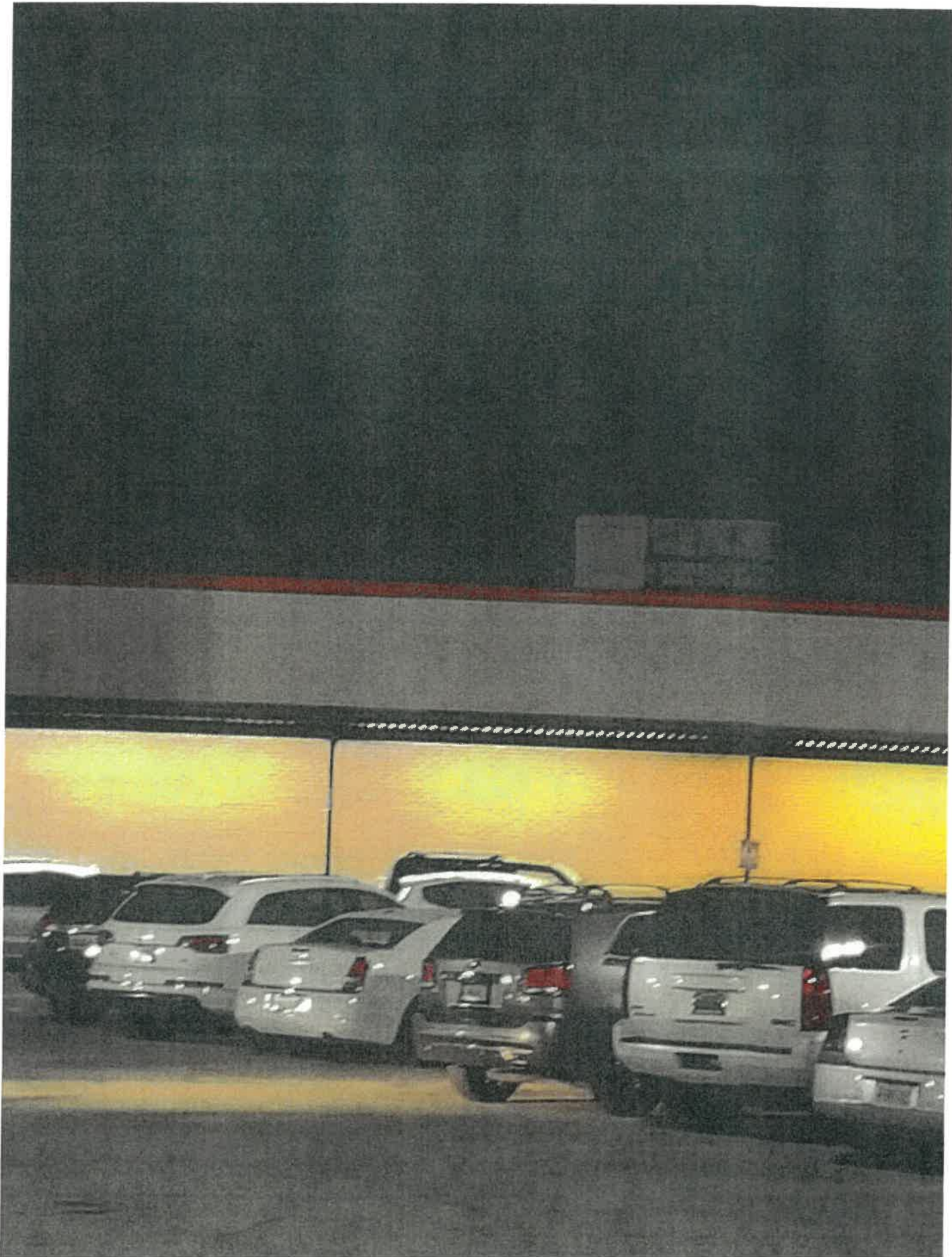
3RD ROW in front of AMOCO 41 CARS/CLOSED AT NIGHT

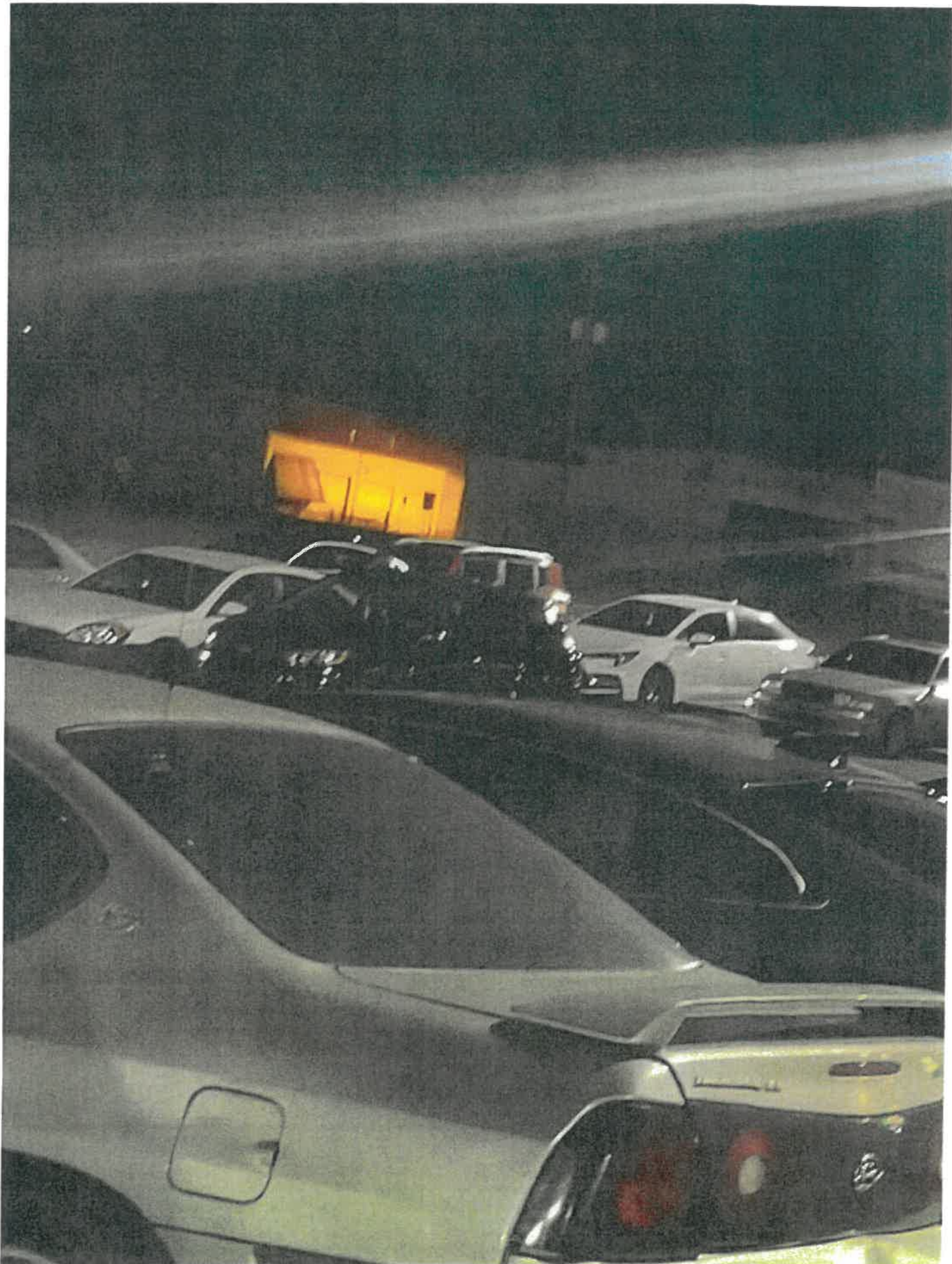
PARKING IN FRONT OF MCE CENTER 7 PARKING SPOTS

Parking is not marked off on the side of the MCE CENTER building where the auto mechanic shop is, cars that are there are cars that the business is working on,

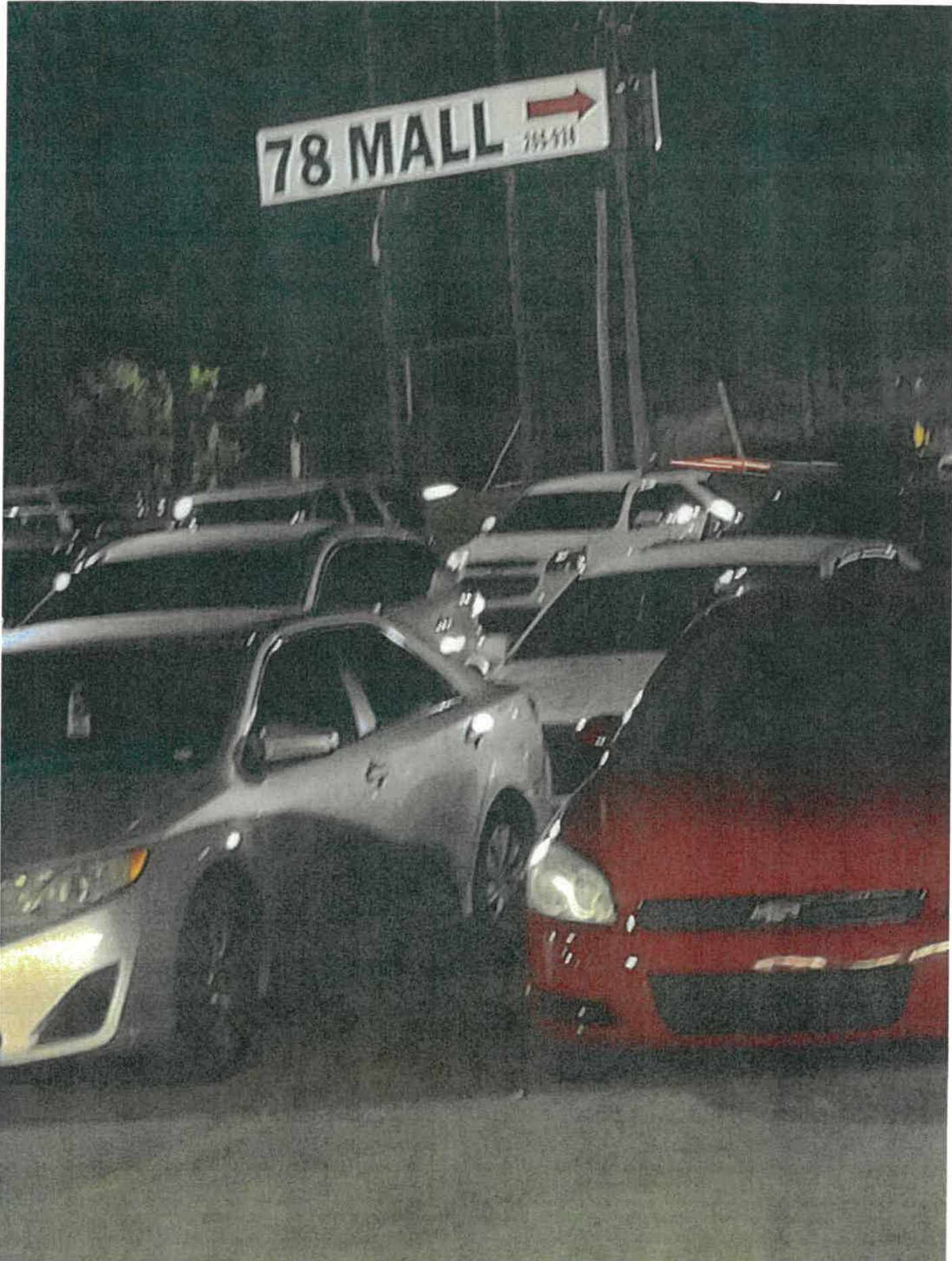








78 MALL  785-511



MCE CENTER PARKING LOT PICS

DATE: 10/1/21

CANCER SURVIVOR PARTY

10 P-1 A

1ST ROW 32 CARS MCE CENTER

2ND ROW 38 CARS IN FRONT OF AMOCO/ CLOSED AT NIGHT

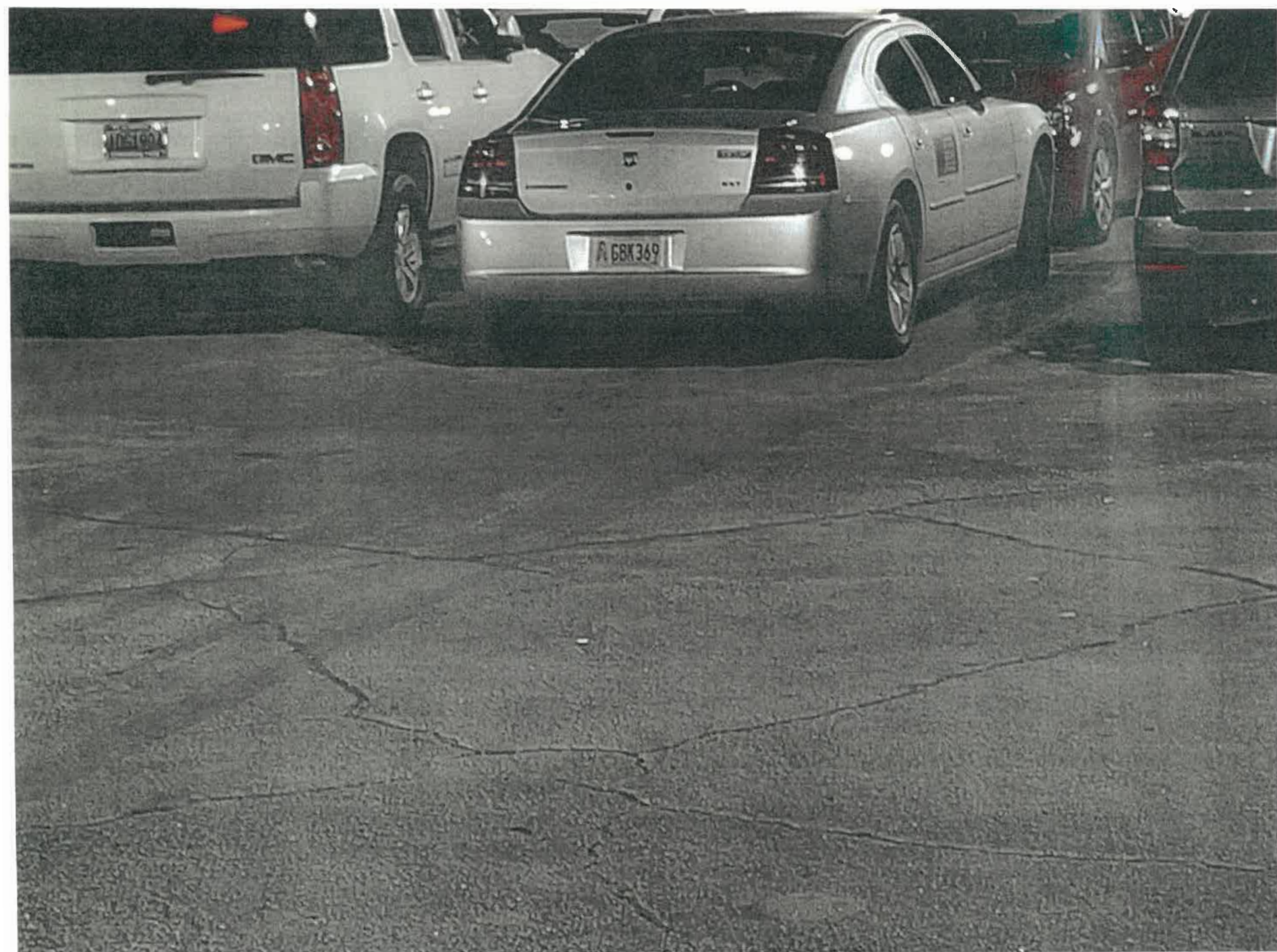
3RD ROW in front of AMOCO 41 CARS/CLOSED AT NIGHT

PARKING IN FRONT OF MCE CENTER 7 PARKING SPOTS













ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18, 2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Chambers

ZBA2021-00052

Roebuck Neighborhood

Request:

A variance to allow the building to be setback in the center of the lot instead of the required 0 foot setback.

Applicant:

James Coyle P.E.

Location:

121 Roebuck Plaza Drive

Parcel #012300012001016502

NW of Section 01, Township 17 S, Range 2 W

Applicant's Proposal:

The applicant is proposing to build a new fueling station and convenience store.

Staff Analysis:

The subject property is currently zoned MU-H (Mixed-Use High District). The surrounding parcels are zoned MU-H (Mixed-Use High). The parcel is located in the floodplain area; however, the proposed construction is not located in the floodplain due to the proposed building being in the center of the lot. The property is located in the Roebuck Commercial Revitalization District.

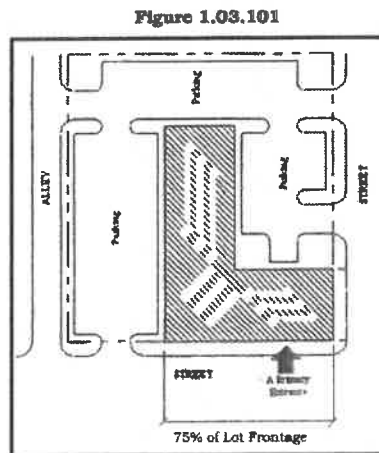
Per the zoning ordinance:

Section 3. Street setbacks and building orientation in mixed use districts.

A. This section establishes street setbacks within all mixed-use districts regardless of the minimum street setback requirements described in Tables 1.03.101 or 1.03.102.

B. For the purposes of this section, lots that are 60 feet wide or greater shall have the front facade of the building extend across at least 75 percent of the lot frontage or be at least 45 feet in width, whichever is greater. Lots that are less than 60 feet wide shall have the building extend across the full width of the lot unless a driveway is required to access required parking, except that one or two family dwellings may have side yards a minimum of three feet in width. If a driveway is needed for service to accessory parking, an opening of up to 26 feet wide shall be permitted. Parking shall be permitted only at the sides and rears of buildings, and at the fronts of the buildings to the extent shown in Figure 1.03.101. The primary entrance to a

building shall be located at the front setback line and shall be located as close to street crosswalks as practical.



C. The following regulations shall be used to determine the street setback, as applicable.

1. The maximum setback of a structure from the property line shall be established by Table 1.03.103 according to the zoning of the property, unless one of the following items applies:
2. No minimum front setback is required.
3. The maximum front building setback may not exceed the average front yard depth of the nearest lot on either side of the subject lot or setback listed in Table 1.03.103, whichever is less.
 - a. If one or more of the lots required to be included in the averaging calculation are vacant, such vacant lots will be deemed to have a yard depth of zero feet.
 - b. Lots separated from the subject lot by a street or alley may not be used in computing average.
4. The following exceptions to the maximum front yard building setbacks apply:
 - a. A portion of the building may be setback from the maximum setback line in order to provide an articulated façade or accommodate a building entrance feature, provided that the total area of the space created must not exceed one square foot for every linear foot of building frontage.
 - b. A building may be setback further than the maximum setback in order to accommodate an outdoor plaza, arcade or eating area. In order to preserve the continuity of the street wall, the building may be setback no more than 10 feet from the front or at least 40 percent of the building façade must be located at the maximum setback line. The total area of an outdoor plaza, arcade or eating area that is located between a public sidewalk and the building façade may not exceed 10 square feet per linear feet of the building's street frontage.
 - c. In the MU-L and MU-M districts, the average street setback of existing structures along the same block, up to 20 feet, may be applied to new single family or duplex construction on that block if determined by the Director to be appropriate to maintain or reinforce an established form or character of development.
5. The minimum rear setback is 0 except when the lot is adjacent to a dwelling district, and in that case the rear setback shall be 20 feet.
6. The minimum side setback is 0 except when the lot is adjacent to a dwelling district, and in that case the side setback shall be five feet.

Neighborhood Recommendation:

The ***Roebuck Neighborhood Association*** will take a vote prior to the meeting.

Staff's Recommendation to ZBA:

Staff believes the applicant has provided evidence to support the variance request based upon the applicant meeting the six variance standards, staff believes the variance request has merit for approval and should be **GRANTED** with the following conditions:

1. Review by the appropriate zoning inspector to insure compliance with the Board's decision.
2. All permits and certificate(s) of occupancy, if applicable, shall be obtained within two years of approval from the Board.



Memorandum

September 15, 2021

To: City of Birmingham
Dept. of Planning, Engineering &
Permits
710 20th Street North
Room 210, City Hall
Birmingham, AL 35203
(205) 254-2211
Attn: Angelica Moton

Project Murphy Birmingham, AL
Project # 20210027.0 (Site Plan C-1 Rev. 1 Dated: 08-11-21)
From James Coyle, P.E.
Re Building Location Variance Hardship

Variance Request for Building location: Chapter 2 Article I Section 2 (C.) indicates: *Buildings should be oriented to the street, with active ground floor uses or easy pedestrian access.* Chapter 3 Article 1 Section 3. (B.) indicates: *The primary entrance to a building shall be located at the front setback line and shall be located as close to a street crosswalk as practical.* Murphy Oil is requesting a variance for building to be centered on the lot, as this is a pre-manufactured building under a fuel pump canopy.

Physical Characteristics of the Property. The exceptional narrowness, shallowness, or shape of a specific piece of property, exceptional topographic conditions, or other extraordinary and exceptional conditions of such property would result in peculiar and exceptional practical difficulties to, or exceptional or undue hardship upon the owner of such property upon the strict application of any regulation enacted by the ordinance codified in this Ordinance.

Response: The exceptional irregular shape of the lot, flood plain, and drainage area creates a challenge for locating the proposed convenience store at the south west corner of the site. For the sake of not disturbing the existing stormwater drainage system and floodplain, the ideal location for the proposed convenience store is to have it centrally located on the lot.

Unique Characteristics. The specific conditions cited are unique to the subject property and generally not prevalent to other properties in the general area, that the granting of the application is necessary for the preservation and enjoyment of a property right, and not merely to serve as a convenience to the applicant.

Response: None of the surrounding buildings are located at the corners of the properties. Locating the Convenience Store at the corner of the lot, to encourage a more "pedestrian friendly" environment may create an unsafe situation, as Roebuck Plaza Drive is heavily traveled.



Hardship Not Self-Imposed. The alleged difficulty or hardship has not been created by the previous actions of any person having an interest in the property.

Response: The requirement presents a hardship due to the existing stormwater drainage area and floodplain at the south west corner of the site. This hardship is not self-imposed by the property owner.

Financial Gain Not Only Basis. Financial gain is not the sole basis for granting the variance.

Response: The hardships as presented above, are not economic in nature.

No Injury to Neighboring Property. The granting of the variance will not be injurious to other property or improvements in the area, impair an adequate supply of light and air to adjacent property, or substantially diminish or impair property values within the area.

Response: The granting of the requested variance will not impose any harm to the adjacent properties. The proposed convenience store and pump station canopy will be in about the same location as the existing kiosk and pump station canopy. Murphy meets all State and Federal air quality regulations and gasoline delivery trucks are fitted with systems that capture vapors when fueling and returns these vapors to the terminal. Murphy provides a photometric plan for all new stores during development review with the City and down-lit lighting is designed to reduce glare and meet City Code requirements.

No Harm to Public Welfare. The granting of the variance will not be detrimental to the public welfare, increase the congestion in public streets, or increase the danger of fire, or imperil the public safety, or in any other respect impair the health, safety, comfort, morals, or general welfare of the inhabitants of the City of Birmingham, and will not substantially impair the intent and purpose of this Ordinance.

Response: Murphy will install state of the art equipment for this fueling facility, including double walled tanks and piping which is designed with a mechanical line leak detector system. All equipment meets State and Federal air quality regulations. Fuel delivery trucks are fitted with systems that capture vapors when fueling and returns these vapors to the terminal. Murphy works closely with the fuel delivery providers to minimize fuel delivery during peak traffic time.

Murphy staff (store manager, cashiers, etc.) shall be formally trained on loitering control prior to opening and to assist with loitering enforcement, police will be alerted when necessary. Additionally, Murphy operates 15+ cameras that can be remotely monitored from the corporate offices in El Dorado, Arkansas.

End of Memorandum

PARCEL ID: 012300012001016500

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 0

DATE: Wednesday, September 22, 2021 1:48:27 PM

OWNER:

ADDRESS:

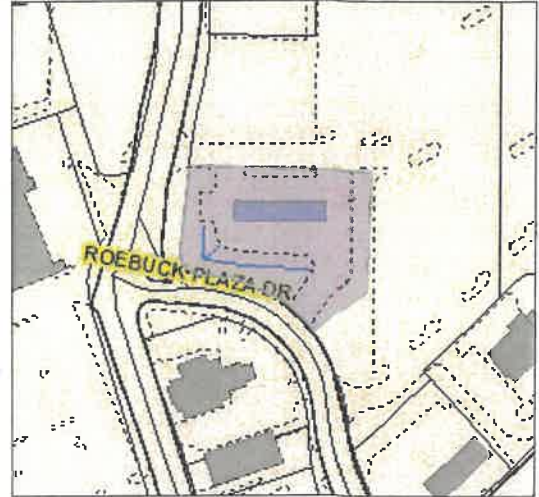
CITY/STATE:

ZIP+4: Control Script failed for control TextBox16 , Source=ZIPF

SITE ADDR:

CITY/STATE: , AL

ZIP:



LAND: \$0.00

BLDG: \$0.00

OTHER: \$0.00

AREA: 34,842.37

ACRES: 0.80

SUBDIVISION INFORMATION:

NAME

BLOCK:

LOT:

:

Section: 1-17-2W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Not in Historic Districts

Commercial Revitalization District: Roebuck

Fire District: Not in Fire District

Flood Zones: In Flood Zones

Tax Increment Financing District: Not in Tax Increment Financing District

Neighborhoods: Roebuck (1501)

Communities: Roebuck-South East Lake (15)

Council Districts: District - 2 (Councilor: Hunter Williams)

Zoning Outline: MUH

Demolition Quadrants: DEM Quadrant - 4

Impaired Watersheds: Impaired Watershed - Upper Village Creek

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: In RISE Focus Area

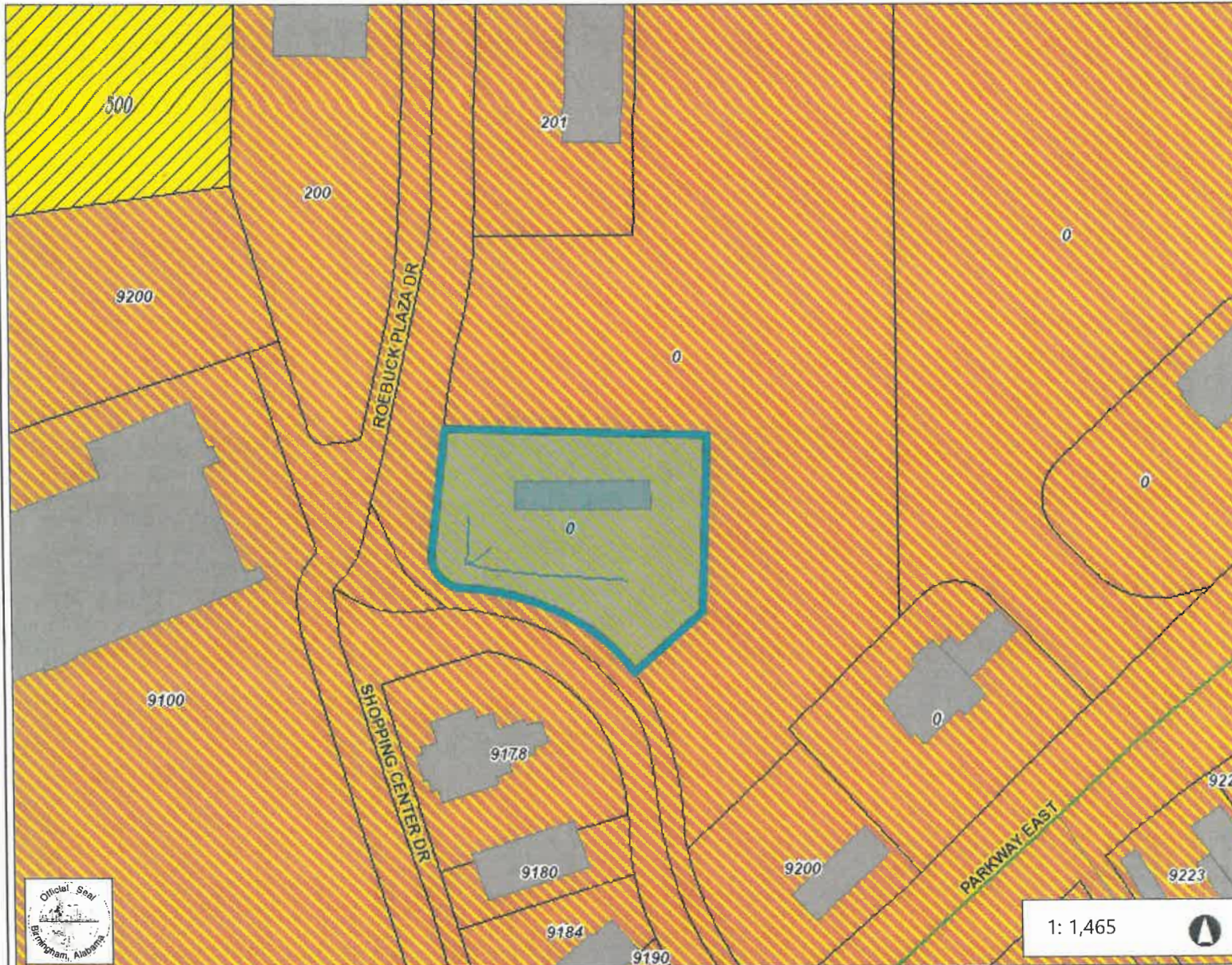
Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: Not in EPA Superfund

Opportunity Zones: In Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.



Legend

- Centerline Labels
- Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District



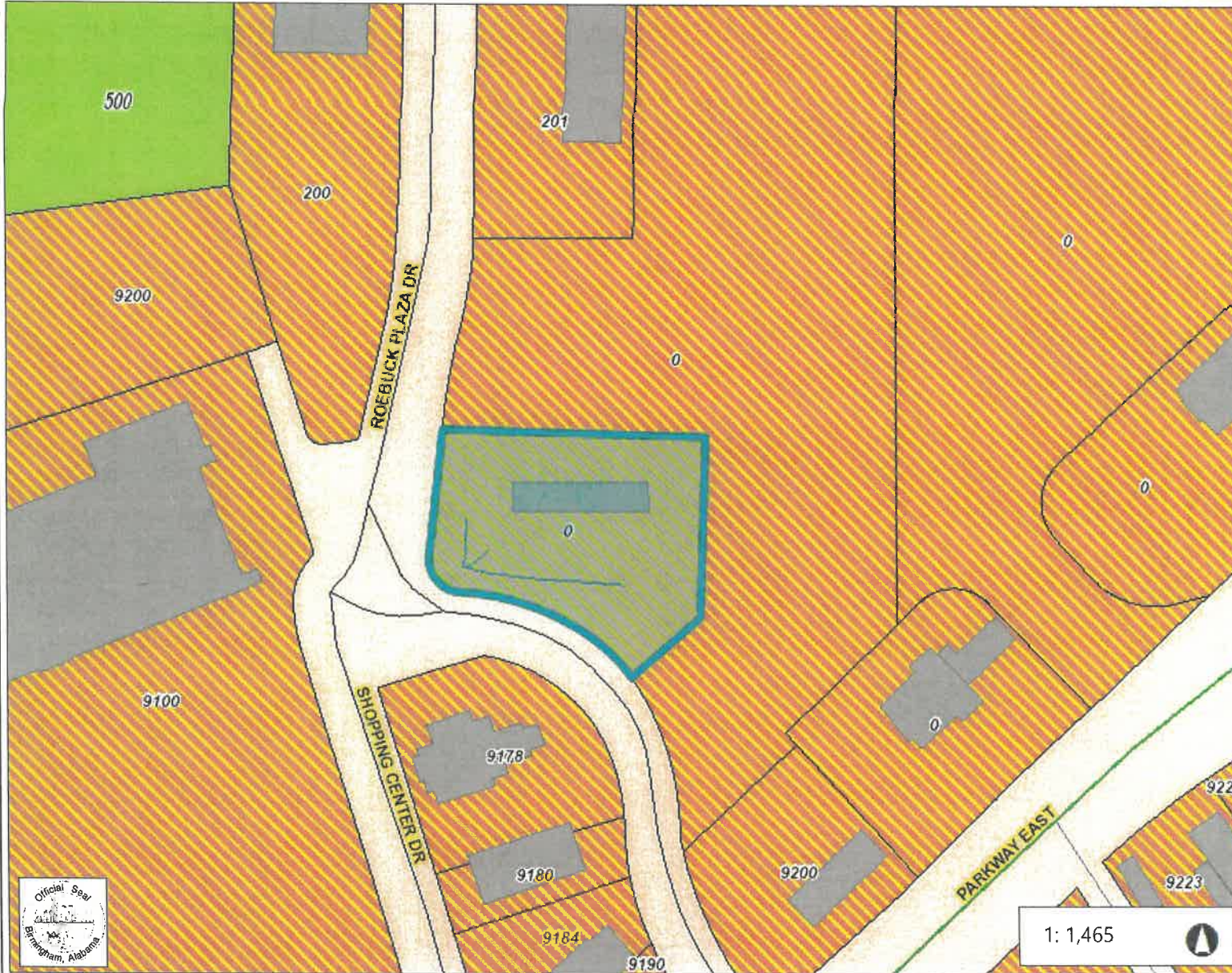
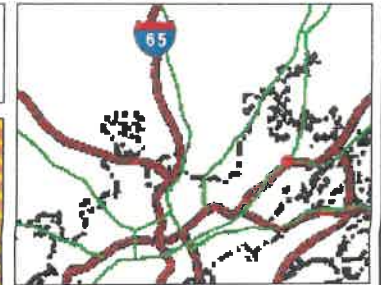
1: 1,465



244.2 0 122.08 244.2 Feet



Notes



Legend

- Centerline Labels
- Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Adopted LandUse Plan
 - Residential-Low
 - Residential-Medium
 - Residential-High
 - Neighborhood Commercial
 - General Commercial
 - MXU-Low
 - MXU-Medium
 - MXU-High

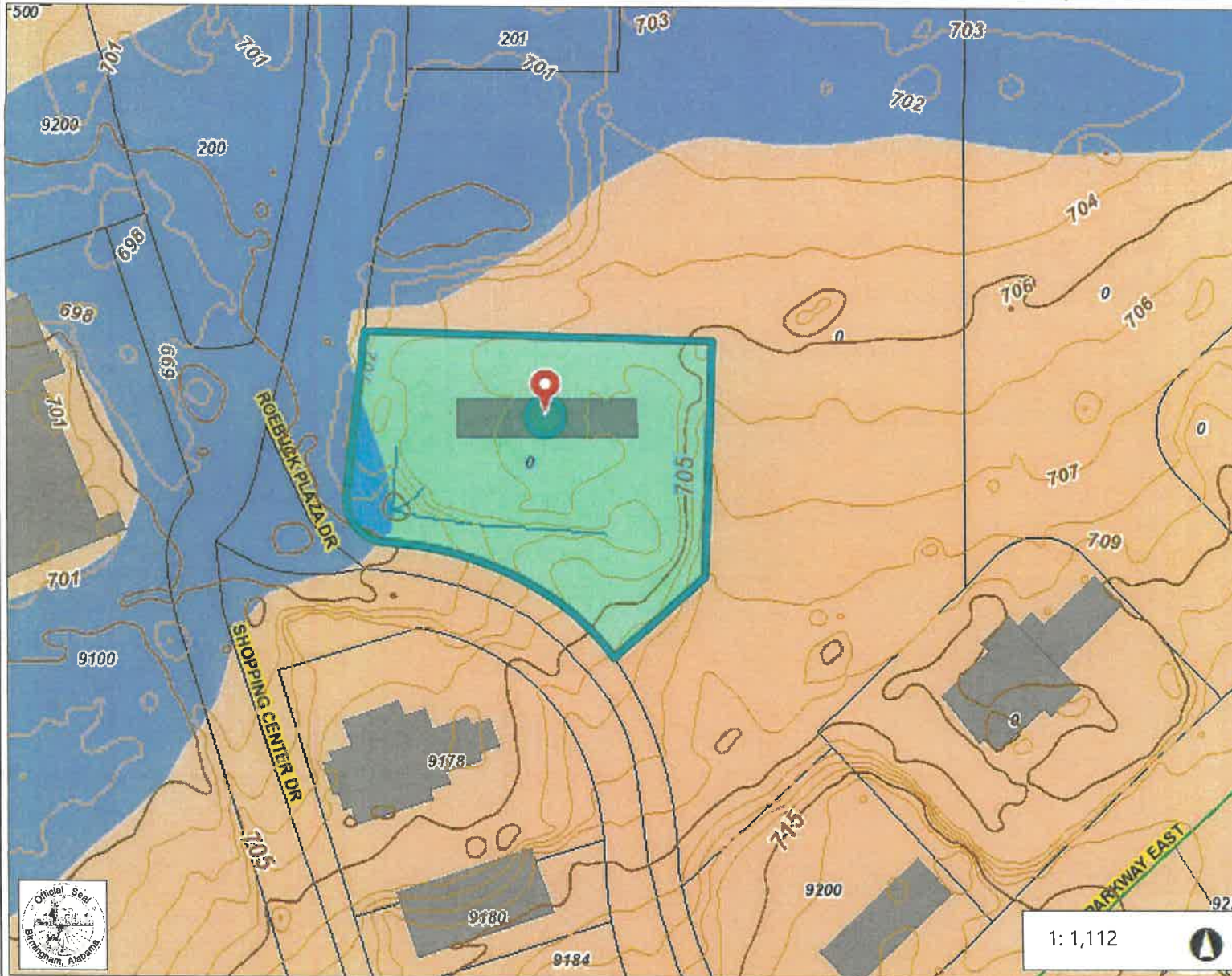


1: 1,465



The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Legend

- All Contours
 - 1' Contour
 - 5' Contour
- Centerline Labels
 - Railroad
 - Alleys
 - Local Roads
 - Arterials
 - County Highways
 - State Highways
 - US Highways
 - Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Flood Zones
 - Floodway
 - 100 Year Flood
 - 500 Year Flood
- City Limits (solid)



185.3 0 92.66 185.3 Feet

1: 1,112

Notes



Birmingham, Alabama

ZBA2021-00052



Google

Image capture: Nov 2016 © 2021 Google

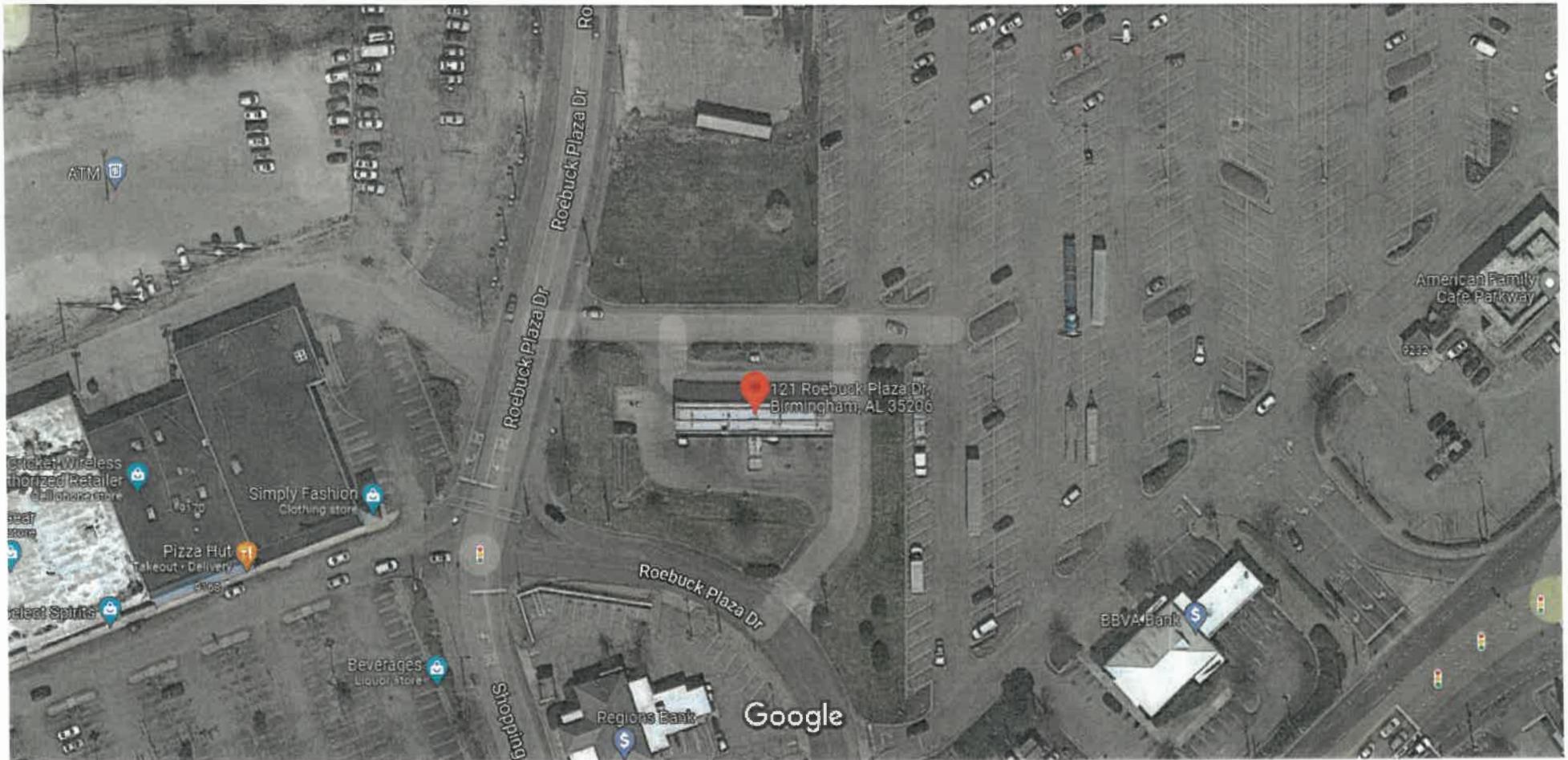
Google

Street View - Nov 2016



121 Roebuck Plaza Dr

ZBA2021-00052



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 50 ft

THESE DRAWINGS DO NOT INCLUDE COMPONENTS FOR CONSTRUCTION SAFETY.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

SHEET NO.

C-1

SITE PLAN
WALMART SUPERCENTER #762
171 ROEBUCK PLAZA DRIVE
BIRMINGHAM, ALABAMA 35206



MURPHY OIL USA, INC.
 200 PEACH STREET
 EL DORADO, AR 71730

MURPHY OIL USA

CONTRACTOR SHALL BE RESPONSIBLE FOR AND HAVE A LICENSE REGISTERED LAND SURVEYOR TO ESTABLISH PROPERTY CORNERS, BUILDING CORNERS, CANOPY, ETC. AS REQUIRED FOR CONSTRUCTION LAYOUT.

BUILDING SETBACKS:
 BUILDING SETBACK SHOWN ON PLAN

ZONING:
 MU-H (MIXED USE-HIGH)

- WALMART NOTES**
1. THE MAJORITY SECTION WILL NOT OUP THE WAL-MART GREEN SPACE BELOW CITY REGULATIONS.
 2. ALL PERMANENT TURF AREAS MUST BE SOILED.
 3. GO TO ENFORCE THAT TRAFFIC THROUGH WALMART SHOULD BE UNIMPACTED BY ANY THE USE OF CONSTRUCTION TRUCKS. TRUCKS SHOULD BE KEPT OFF WALMART DRIVEWAY AND OFF ALL TRUCK TRAILERS SHOULD BE KEPT OFF WALMART DRIVEWAY. ALL TRUCKS SHOULD BE KEPT OFF WALMART DRIVEWAY AND OFF ALL TRUCK TRAILERS SHOULD BE KEPT OFF WALMART DRIVEWAY. ALL TRUCKS SHOULD BE KEPT OFF WALMART DRIVEWAY AND OFF ALL TRUCK TRAILERS SHOULD BE KEPT OFF WALMART DRIVEWAY.
 4. IF DIRECTION OF CONSTRUCTION OF SITE WILL INTERFERE WITH THE WALMART TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH THE WALMART CONSTRUCTION SUPERVISOR AND/OR WALMART PROPERTY OWNER TO REVERSE THE DIRECTION OF TRAFFIC FLOW. THIS WILL BE ACCOMPLISHED BY USING ONE APPROVED TRAFFIC CONTROL METHOD, AND/OR ONE APPROVED TRAFFIC CONTROL DEVICE AND FLAGGING MAY BE ALSO REQUIRED.
 5. ALL WALMART PROPERTY OWNERS TO CONSTRUCTION ACTIVITIES MUST BE INFORMED IN WRITING TO MATCH THE EXISTING TYPE AND QUALITY OF WORK AND MATERIALS, AND IS SUBJECT TO INSPECTION APPROVAL.
 6. UTILITY MARKING OR IN-WALL PHASE, MARKERS IN THE CITY OR THE UTILITY COMPANIES SHALL BE REFERRED BACK TO EXISTING CONDITIONS.
 7. EXISTING CURBS, MEDIAN, ASPHALTED DRIVE, THE WALMART DRIVE, AND PARKING LOT SHALL REMAIN AS IS. WALMART DRIVE SHALL BE RECONSTRUCTED TO MATCH THE EXISTING TYPE AND QUALITY OF WORK AND MATERIALS, AND IS SUBJECT TO INSPECTION APPROVAL.
 8. NO SHALL UTILIZE EXISTING DRIVE OR DRIVEWAY TO BE RECONSTRUCTED TO MATCH THE EXISTING TYPE AND QUALITY OF WORK AND MATERIALS, AND IS SUBJECT TO INSPECTION APPROVAL.
 9. CONTRACTOR IS TO NOTIFY LOCATION OF WALMART REDUCED SPEED LIMIT SIGNS, CONCRETE MARKERS, AND/OR CONCRETE MARKERS AND OTHER SIGNS MUST BE KEPT OFF THE WALMART DRIVEWAY AND OFF ALL TRUCK TRAILERS SHOULD BE KEPT OFF WALMART DRIVEWAY.

LEGEND

EXISTING	PROPOSED
PROPERTY LINE	PROPERTY LINE
CONCRETE CURB AND GUTTER	CONCRETE CURB AND GUTTER

GENERAL SITE NOTES

1. ALL PROPOSED DRIVEWAYS TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURB VERTICES SHALL BE 5", AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.
3. WALKS OVERSIDE DRIVE, CALLED OUT OR SPECIFIED HEREIN.
4. ALL CURB ADJACENT TO CONCRETE PAVING SHALL BE INSTALLED PER DETAIL 1A. PARALLEL SHALL BE INSTALLED IN ACCORDANCE WITH THE PAVING PLAN OVER THE EXISTING PAVING LOT AND ALL APPROVED DRIVEWAYS.
5. USE ASSOCIATED PLANS FOR DRIVEWAY, CROWN, RAMP, DRIVE, DRIVE, DRIVE AND DRIVE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. CONTRACTOR SHALL BE AWARE THAT INTERRUPTION OF POWER TO ANY UTILITIES OR SIGNS SHALL BE KEPT OFF WALMART DRIVEWAY.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. CONTRACTOR SHALL BE AWARE THAT INTERRUPTION OF POWER TO ANY UTILITIES OR SIGNS SHALL BE KEPT OFF WALMART DRIVEWAY.
8. CONTRACTOR SHALL PURCHASE AND INSTALL A WALMART AND SHALL COORDINATE LOCATION OF WALMART WITH WALMART CONSTRUCTION MANAGER AND/OR WALMART SUPERVISOR AND LOCAL POLICE/TRAFFIC.
9. ALL PROPOSED PARKING STOPPING OR MARKERS SHALL FOLLOW THE SPECIFICATIONS FOR MARKERS INCLUDED IN DETAILS 13A AND 13B.

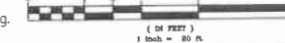
SITE NOTES

1. SHALL (Ø) 3/4" x 4" x 4" DIA. HELIX ONE END FOR OPEN POSTER AND CLOSED POSITION OF GATES TO BE USED ON BOTH SIDES OF GATE, SEE DIMENSIONS SHOWN.
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SITE DETAILS

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GRAPHIC SCALE



SITE & BUILDING DATA

TOTAL SITE AREA	34,228 SF (0.7866 AC)
PROPOSED USE	GAS STATION W/ CONVENIENCE STORE
GROSS FLOOR AREA	1400 SF
BUILDING COVERAGE (INCLUDES CANOPY)	5,750 SF (1 FLOOR)
BUILDING HEIGHT	13'-10"
CANOPY HEIGHT	15'-9"
FINISHED FLOOR ELEVATION	705.75

PRE-CONSTRUCTION

IMPERVIOUS SITE RATIO

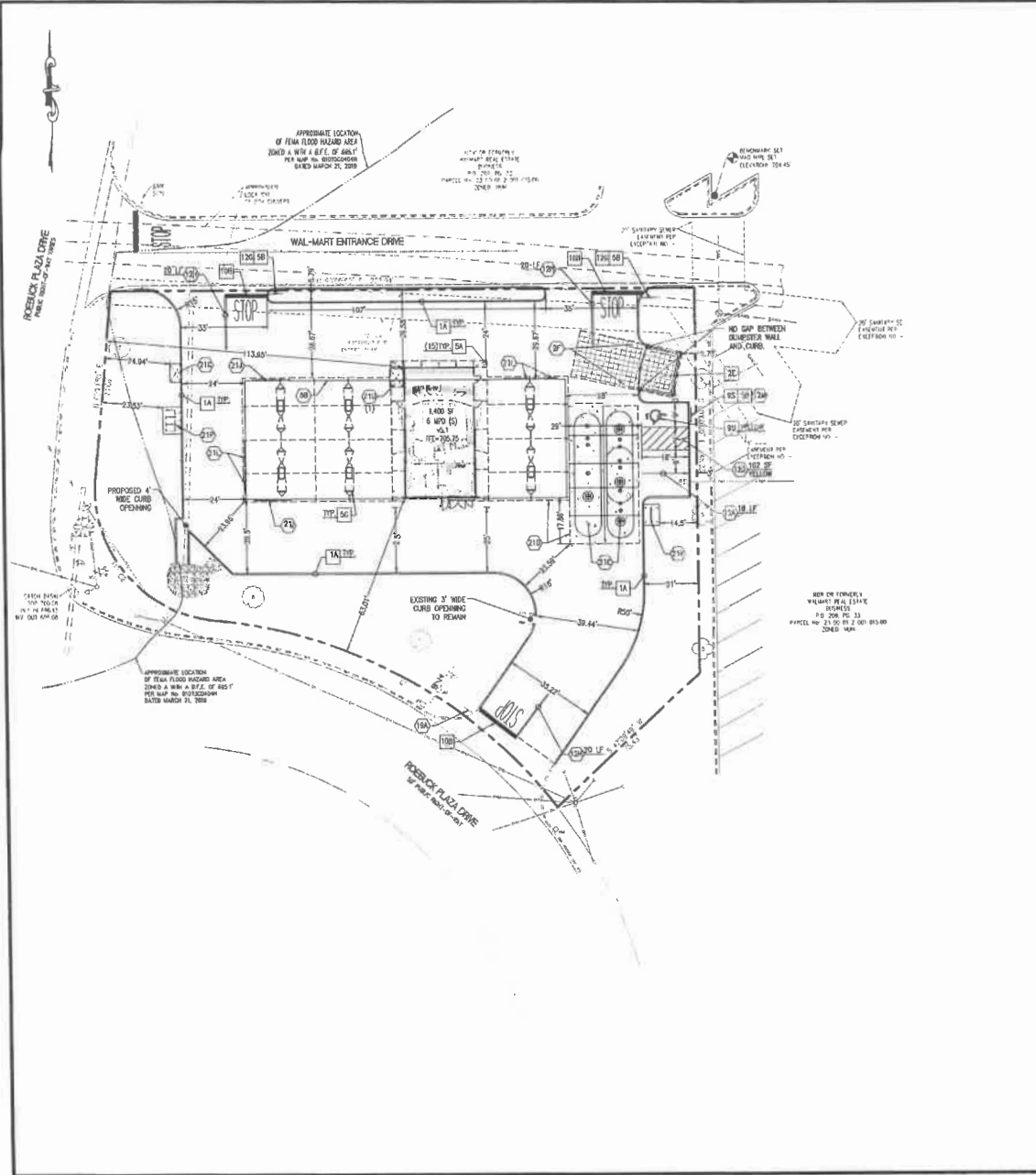
AREA	SOAKAGE FEET	S
IMPERVIOUS (DECK AND PAVING)	20,760	0.22
POROUS (LANDSCAPING)	15,981	30.26
GROSS SITE	34,228	100.00

POST-CONSTRUCTION

IMPERVIOUS SITE RATIO

AREA	SOAKAGE FEET	S
IMPERVIOUS (DECK AND PAVING)	22,774	66.26
POROUS (LANDSCAPING)	11,482	34.00
GROSS SITE	34,228	100.00

Alabama Line
 Location Center, Inc.
 1-800-292-8525
 252-4444 (Birmingham Area)
 Call 2 working days before digging.
It's the Law!



ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18, 2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Chambers

ZBA2021-00055

Fairmont Neighborhood

Request:

A variance to allow a chain link fence in the front yard. A variance to allow an accessory structure in the front yard.

Applicant:

Cynthia Rucker

Location:

2900 42nd Lane North, Birmingham AL 35207

Parcel # 012200123010001000

SW of Section 12, Township 17 S, Range 3 W

Applicant's Proposal:

The applicant is proposing a chain link fence and carport in the front yard area.

Staff Analysis:

The subject property is currently zoned D-3 (Single Family District). The subject property is surrounded by parcels zoned D-3 (Single Family District). The property is not located in the flood plain area nor any Design Review districts. The property is situated on a corner lot and has 3 front yard. The carport is set back approximately 14 feet from 42nd Place North and 24 feet from 43rd Ave N. Staff has work with the applicant and due the topography issues in the rear of the property (695 drop to 675) the carport could not be placed in the rear of the property.

Per the zoning ordinance:

Subsection 7. Construction, Materials, and Maintenance.

- A. Finished side of fence must face adjacent property and thoroughfare.*
- B. Fences placed on top of retaining wall, terrace or patio in front yards shall not be opaque.*
- C. Fences placed in front yards shall not be opaque, except for certain uses such as junk yards and other similar uses.*
- D. All fences shall be made of the following material and be allowed in the yards:*
 - 1. Natural wood permitted at front, side and rear.*
 - 2. Brick or stucco over masonry permitted at side and rear only.*
 - 3. Chain link permitted in side and rear only.*
 - 4. Barbed and razor wire permitted in rear only, in commercial, manufacturing and industrial districts.*

5. *Electrified fences are prohibited in all yards.*

E. All fences shall be well-maintained, in upright condition and free of missing and broken parts. Salvaged materials, such as, pallets shall not be allowed.

Section 7. Rear and side yard modifications.

The rear or side yards heretofore established shall be modified in the following cases:

- 1. Where a lot abuts upon an alley, one half of the alley width may be considered as part of the required rear or side yard for building purposes; however, the minimum yard abutting an alley shall be three feet.*
- 2. An unenclosed balcony, porch steps or fire escape may project into a rear yard for a distance not exceeding ten feet.*
- 3. Accessory buildings and structures may be built in a rear yard, but such accessory buildings and structures shall not occupy more than thirty percent of the required rear yard and shall not be nearer than three feet to any side or rear lot line, except that when a garage is entered from an alley it shall not be located closer than five feet to the alley line.*

Neighborhood Recommendation:

The Fairmont Neighborhood Association will take a vote prior to the meeting.

Staff's Recommendation to ZBA:

Staff believes the applicant has provided evidence to support the variance requests; therefore, staff believes the requests has merit for approval and should be **GRANTED** with the following conditions:

1. Review by the appropriate zoning inspector to insure compliance with the Board's decision.
2. All permits and certificate(s) of occupancy, if applicable, shall be obtained within two years of approval from the Board.

Dear Sir or Madame:

1 I am sending this letter in response to case number ZEN2021-00271. Property
2 located at 2900 42ND Lane North, Birmingham, Alabama 35207. I had a carport
placed July 2020 and a fence a few months thereafter. I have since been notified
that the installation was in violation of a possible zoning/city ordinance violation. I
was totally unaware of this violation at the time I had the carport and fence
installed. My sincere apology for this misunderstanding. I purchased the property
in this community 8 years ago and have experienced numerous issues since
residing there and contemplated selling the property numerous times. I did not
feel safe for several months after purchasing the home and did not reside there
for quite a while. I eventually resided there for a number of years before having
3 the fence or carport installed. I have since learned that the property is considered
to be a pie slice shape property and has possibly 3 front yards, which I was
unaware of at the time of the purchase of the home. The property sits wide open
to speeding traffic, pets of all species roaming on the property and constantly
having to clean behind them to keep my yard and property clean, trash being
thrown on the property on a daily basis. The fence has helped with this problem
somewhat, but unfortunately, it is still being placed on the street instead of in my
yard, which I constantly clean up. People were roaming at all hours. I have had
several items stolen from my property. Myself and my vehicle being exposed to
the elements. I have had rocks placed to assist with safety and the slippery
4 conditions that occur when it rains. I did not feel comfortable with my family and
especially my grandchildren playing outside in the yard and indulging in outside
activities. I am a cancer survivor, I am disabled, with a chronic heart condition and
have a pacemaker and internal defibrillator as a result of my heart condition. I
reside alone at this property and have a strong desire to feel safe in my home. I
have had Alabama Power Company install outside lighting to the front of my
home. I am on a fixed income and used my entire savings to have the fence and
carport installed. I am not in a position financially, to have the fence or carport
removed or replaced. I also added the fence and carport to add beauty and value
to my home and well as my enjoyment of my home and property. I have had
numerous neighbors compliment me on how nice the home looks. I feel 100%
safer in the home as a result of the add on of the fence and carport. If it
determined that I cannot keep the fence or carport, I will place the home on the

5
6
market to be sold because I will not feel comfortable residing there. As a result of having the fence, I can lock my gate at night and this makes me feel very comfortable and as a result I can rest with a piece of mind during the day and especially at night. I am a 60 year old disabled female and I reside alone at this home. Also, this home sits on a hill with a downward slope which cause very slippery conditions, and has resulted in me falling and being injured numerous times and resulting in me not being able to move my vehicle for several days until these areas have dried out. The installation of the carport had helped with this issue tremendously. The installation of the carport or the fence in no way cause harm or danger to neighbors in any ways what so ever. I have contacted the city of Birmingham 311 division several times, regarding the placement of guard rails within close proximity of my home to increase safety and unfortunately I have never received any type of response other than is has been sent in. The case number I was given regarding this request is 2000020282. Please take into consideration all that has been expressed in this letter regarding my request to keep the fence and carport installed. Thank you very much for your attention and consideration regarding this issue. Thank you for your time.

Cynthia Rucker

September 21, 2021

PARCEL ID: 012200123010001000

SOURCE: TAX ASSESOR RECORDS **TAX YEAR:** 2019

DATE: Monday, October 11, 2021 11:26:19 AM

OWNER: RUCKER CYNTHIA GHEE

ADDRESS: 2900 42ND LANE N

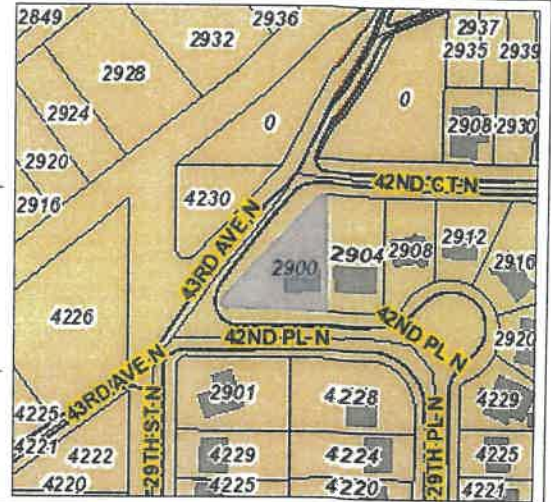
CITY/STATE: BIRMINGHAM AL

ZIP+4: 35207

SITE ADDR: 2900 42ND PL N

CITY/STATE: BHAM, AL

ZIP: 35207



LAND: \$5,400.00

BLDG: \$34,400.00

OTHER: \$0.00

AREA: 7,869.55

ACRES: 0.18

SUBDIVISION INFORMATION:

NAME BLUE HILLS 22-12-3

BLOCK: 2

LOT: 13

:

Section: 12-17-3W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Not in Historic Districts

Commercial Revitalization District: Not in Commercial Revitalization District

Fire District: Not in Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: Not in Tax Increment Financing District

Neighborhoods: Fairmont (1103)

Communities: North Birmingham (11)

Council Districts: District - 4 (Councilor: William Parker)

Zoning Outline: D3

Demolition Quadrants: DEM Quadrant - 3

Impaired Watersheds: Impaired Watershed - Upper Village Creek

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: Not in RISE Focus Area

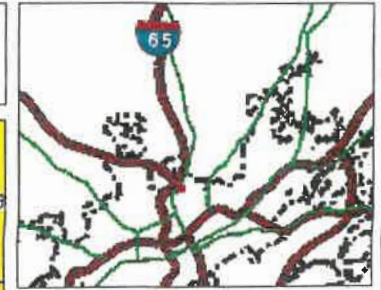
Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: In EPA Superfund

Opportunity Zones: Not in Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
- Limited Access
- Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
- R1; D1 - Single Family District - Cla
- R2; D2 - Single Family District - Cla
- R3; D3 - Single Family District; R3
- R4; D4 - Two Family District; R4
- R4A - Multiple Dwelling District
- R5; D5 - Multiple Family District; D5
- R6; D6 - Multiple Family District
- R7 - Multiple Family District



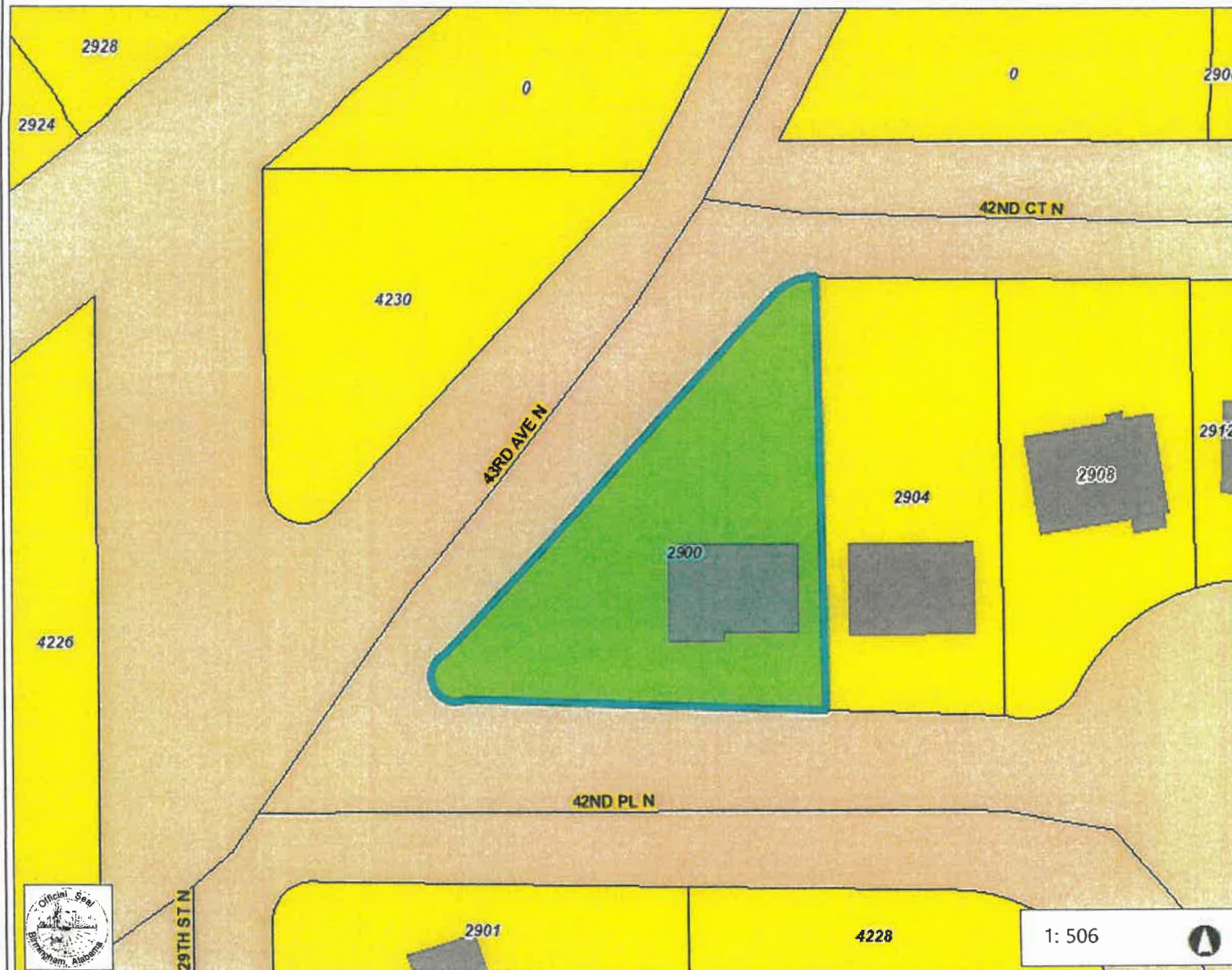
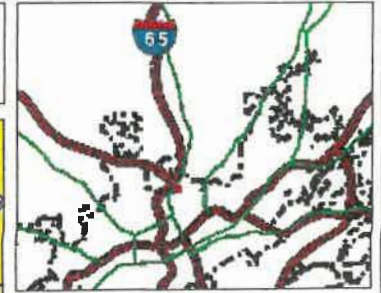
29TH ST N

1: 506

84.3 0 42.13 84.3 Feet

The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
- Limited Access
- Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Adopted LandUse Plan
- Residential-Low
- Residential-Medium
- Residential-High
- Neighborhood Commercial
- General Commercial
- MXU-Low
- MXU-Medium
- MXU-High



29TH ST N

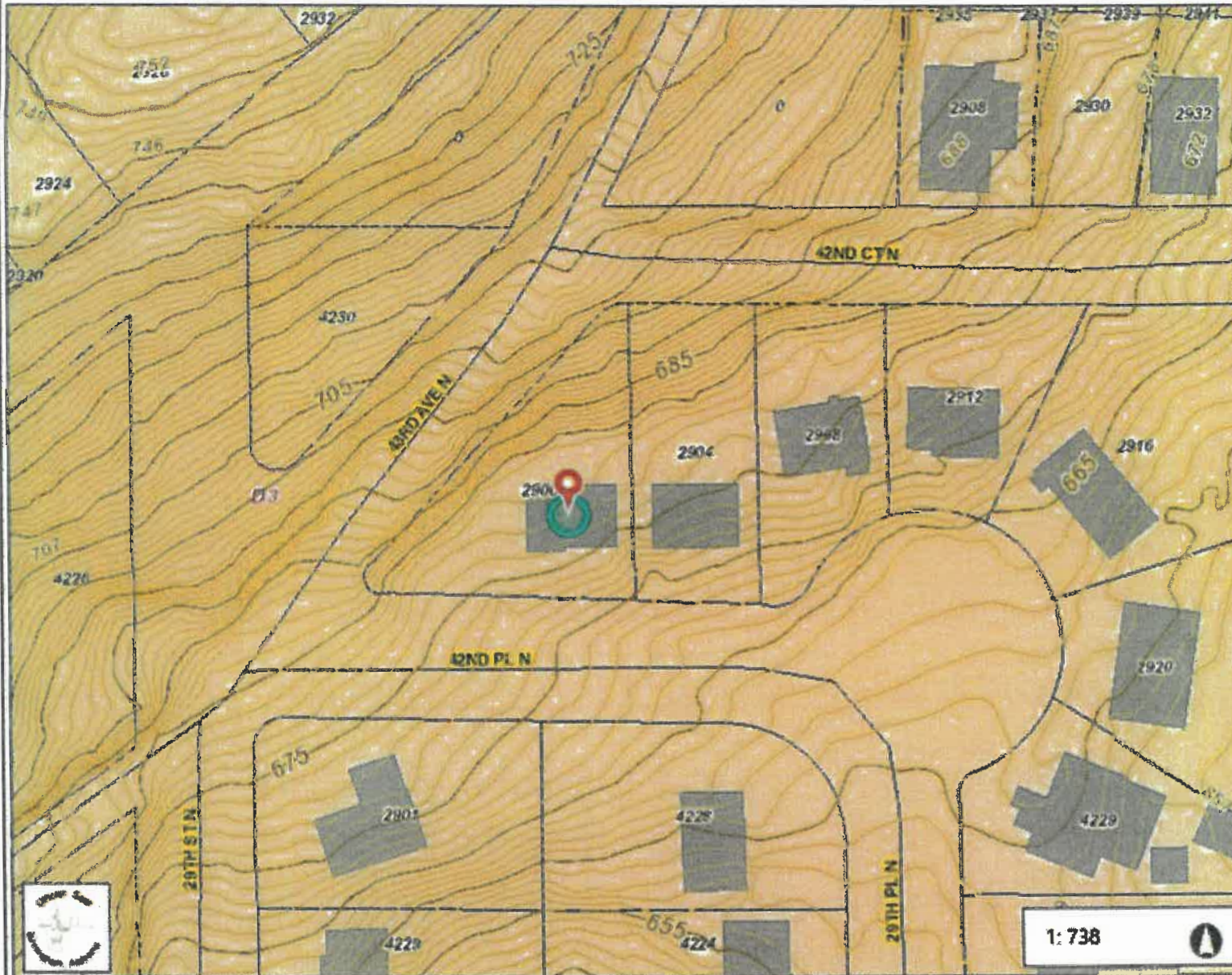
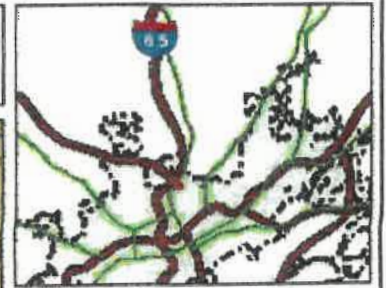
1: 506

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

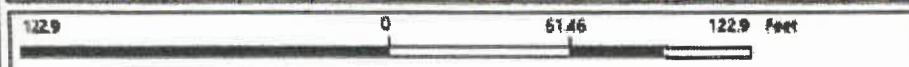
Notes



- ### Legend
- All Contours
 - 1' Contour
 - 5' Contour
 - Centerline Labels
 - Zoning Outline
 - Railroad
 - Alleys
 - Local Roads
 - Arterials
 - County Highways
 - State Highways
 - US Highways
 - Interstates
 - Limited Access
 - Ramp
 - Buildings
 - Hydrology Lines
 - Hydrology Areas
 - Parcels
 - City Parks
 - Airport
 - City Limits (solid)



1: 738

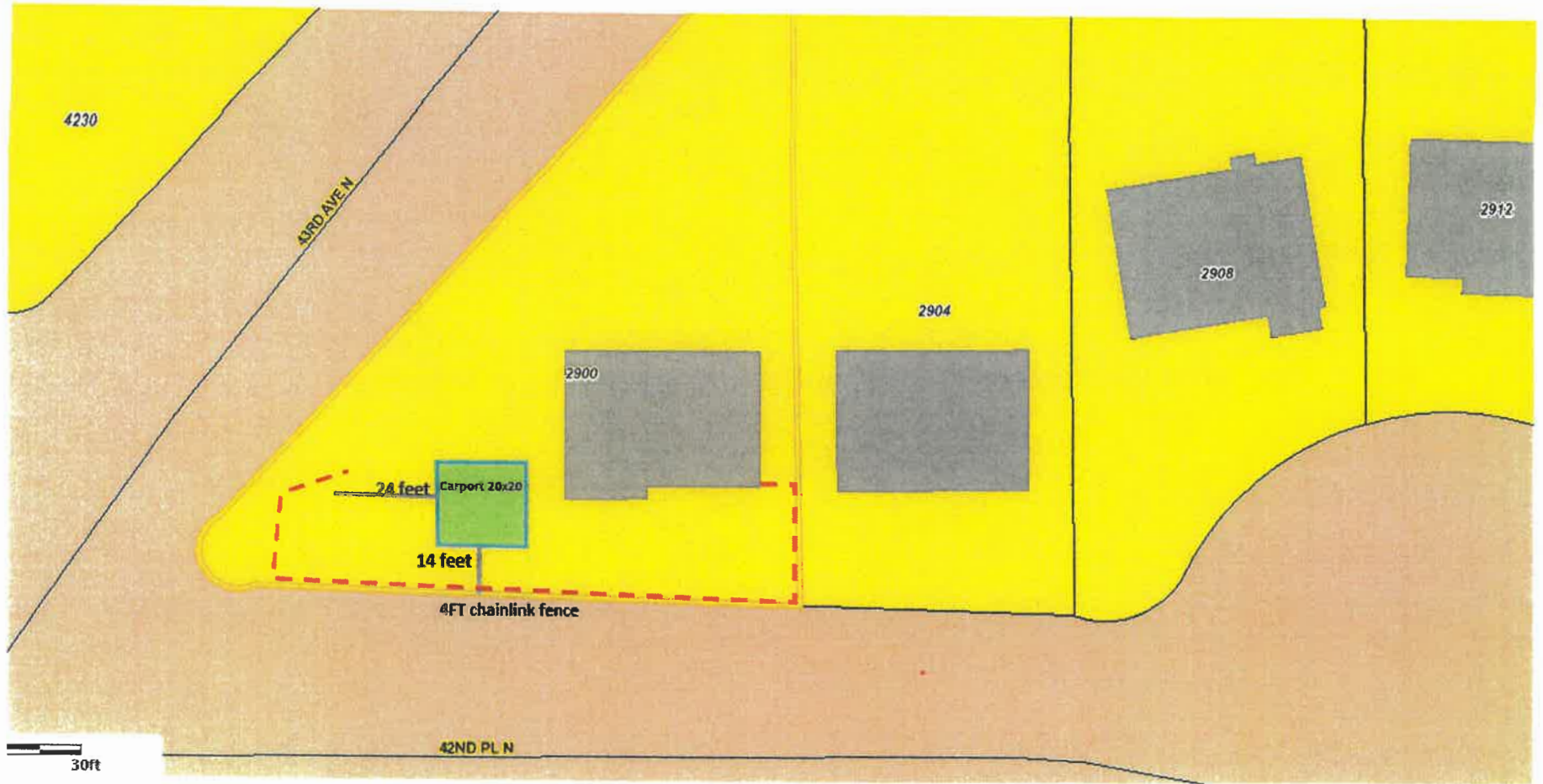


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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Site Plan 2900 42nd Place North



Google Maps 2900 42nd Ln N



Map data ©2021, Map data ©2021 20 ft

Google Maps 2900 42nd Ln N



Imagery ©2021 Maxar Technologies, Map data ©2021 20 ft

Google Maps 2901 42nd Ln N



Image capture: Feb 2020 © 2021 Google

Birmingham, Alabama



Street View - Feb 2020

2900 42nd Ln N



Image capture: Feb 2020 © 2021 Google

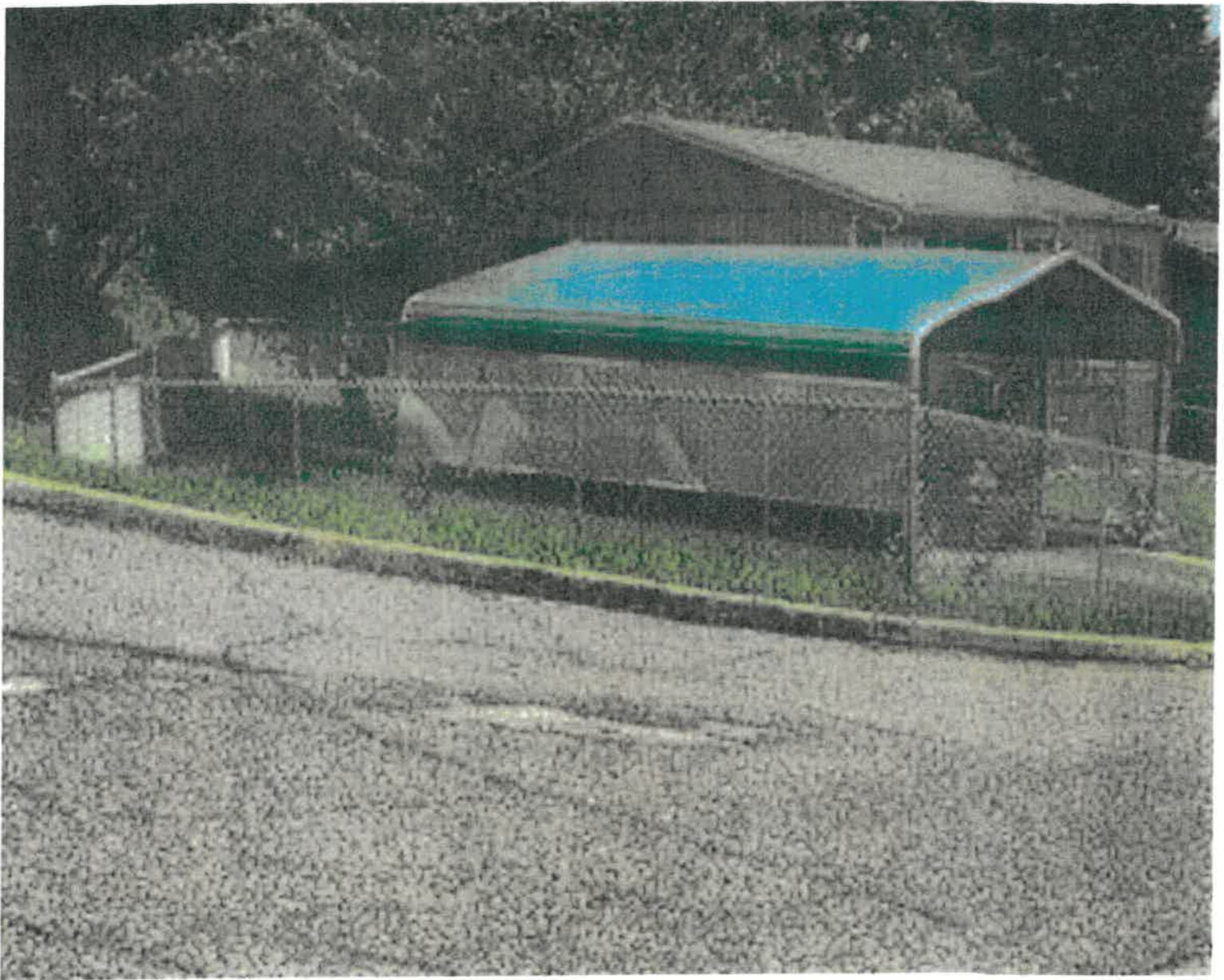
Birmingham, Alabama



Street View - Feb 2020

iiia Construction

<https://www.google.com/maps/@33.5676339,-86.8110566,3a,72.4y,18.42h,80.4t/data=!3m6!1e1!3m4!1sxa8q9lulhD8KCIScfHZaRg!2e0!7i16384!8i8192>



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ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18, 2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Meeting

ZBA2021-00058

Huffman Neighborhood

Request:

Variance to exceed the maximum front yard setback of 6ft along Parkway East to 49 feet. A variance to allow parking in the front yard along Parkway East.

Applicant:

Interplan, LLC

Location:

9321 Parkway East, Birmingham AL 35215

Parcel #012300011003001500

NE of Section 01, Township 17 S, Range 2 W

Applicant's Proposal:

The applicant is proposing a new Chick-fil-A.

Staff Analysis:

The subject property is currently zoned MUM (Mixed-Use Medium District). The parcels located north of the subject property are zoned CC-2 (Contingency General Business District), parcels west are zoned MUH (Mixed-Use High), parcels south are zoned MUM (Mixed- Use Medium District) and parcels east are zoned D-2 (Single Family District). The property is not located in the flood plain; however, it is located in the Roebuck Commercial Revitalization District. The parking in the front yard is located off of Parkway East. The property has an easement that was recorded in 2007 that prevents the building to be constructed any closer than the proposed 49 feet setback.

Per the zoning ordinance:

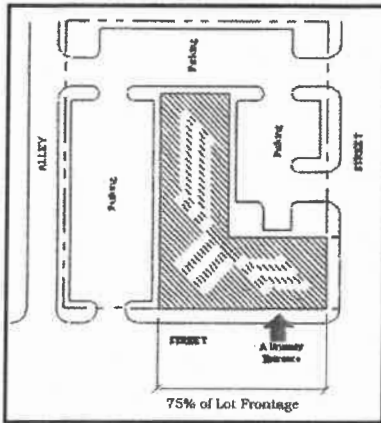
Section 3. Street setbacks and building orientation in mixed use districts.

A. This section establishes street setbacks within all mixed-use districts regardless of the minimum street setback requirements described in Tables 1.03.101 or 1.03.102.

B. For the purposes of this section, lots that are 60 feet wide or greater shall have the front facade of the building extend across at least 75 percent of the lot frontage or be at least 45 feet in width, whichever is greater. Lots that are less than 60 feet wide shall have the building extend across the full width of the lot unless a driveway is required to access required parking, except that one or two family dwellings may have side yards a minimum

of three feet in width. If a driveway is needed for service to accessory parking, an opening of up to 26 feet wide shall be permitted. Parking shall be permitted only at the sides and rears of buildings, and at the fronts of the buildings to the extent shown in Figure 1.03.101. The primary entrance to a building shall be located at the front setback line and shall be located as close to street crosswalks as practical.

Figure 1.03.101



C. The following regulations shall be used to determine the street setback, as applicable.

1. The maximum setback of a structure from the property line shall be established by Table 1.03.103 according to the zoning of the property, unless one of the following items applies:

2. No minimum front setback is required.

3. The maximum front building setback may not exceed the average front yard depth of the nearest lot on either side of the subject lot or setback listed in Table 1.03.103, whichever is less.

a. If one or more of the lots required to be included in the averaging calculation are vacant, such vacant lots will be deemed to have a yard depth of zero feet.

b. Lots separated from the subject lot by a street or alley may not be used in computing average.

4. The following exceptions to the maximum front yard building setbacks apply:

a. A portion of the building may be setback from the maximum setback line in order to provide an articulated façade or accommodate a building entrance feature, provided that the total area of the space created must not exceed one square foot for every linear foot of building frontage.

b. A building may be setback further than the maximum setback in order to accommodate an outdoor plaza, arcade or eating area. In order to preserve the continuity of the street wall, the building may be setback no more than 10 feet from the front or at least 40 percent of the building façade must be located at the maximum setback line. The total area of an outdoor plaza, arcade or eating area that is located between a public sidewalk and the building façade may not exceed 10 square feet per linear feet of the building's street frontage.

c. In the MU-L and MU-M districts, the average street setback of existing structures along the same block, up to 20 feet, may be applied to new single family or duplex construction on that block if determined by the Director to be appropriate to maintain or reinforce an established form or character of development.

5. *The minimum rear setback is 0 except when the lot is adjacent to a dwelling district, and in that case the rear setback shall be 20 feet.*

6. *The minimum side setback is 0 except when the lot is adjacent to a dwelling district, and in that case the side setback shall be five feet.*

Neighborhood Recommendation:

The ***Huffman Neighborhood Association*** voted to support the request.

Staff's Recommendation to ZBA:

Staff believes the applicant has provided evidence to support the variance requests; therefore, staff believes the variance requests has merit for approval and should be **GRANTED** with the following conditions:

1. Review by the appropriate zoning inspector to insure compliance with the Board's decision.
2. All permits and certificate(s) of occupancy, if applicable, shall be obtained within two years of approval from the Board.

September 28, 2021

City of Birmingham Planning Department

Attn: Angelica Moton

710 20th Street North, Room 210

Birmingham, AL 35203

angelica.moton@birminghamal.gov

205-279-8917

**Reference: Chick-fil-A # 823 / Parkway East
9325 Parkway East, Birmingham, AL 35215
IP # 2020.0125
Variance Narrative**

To Whom It May Concern,

Chick-fil-A is proposing to demolish this existing establishment and re-build a brand-new restaurant at the above-referenced location. As part of the redevelopment of this property, variances are being sought for the following:

- To increase the maximum front building setback on Parkway East from 6' to ~~90.77'~~ ^{49'}.
- ~~To increase the maximum front building setback on Medford Road from 6' to 8.63'.~~
- ~~To allow the dumpster to be located within a front yard (along Medford Road).~~
- To allow parking to be located at the front of the site (along Parkway East).

The justification for these requests are provided below.

Physical Characteristics of the Property: The narrowness of this site, coupled with the required setbacks did not provide an efficient layout, particularly for the drive-thru. The current plan proposes to keep the building in a similar location that exists today with parking at both the front and the rear. This also maintains the existing cross-access across the front of the Chick-fil-A site and connects to the Walgreens site to the south. Since some parking was lost at the side in order to accommodate additional drive-thru stacking, the dumpster is proposed in a new location in order to meet the required parking.

Unique Characteristics: Chick-fil-A typically generates substantially more business in their drive-thru than other drive-thru restaurants due to their limited menu and speed of service in the drive-thru lane. The COVID-19 pandemic has only increased the demand, particularly that of drive-thru traffic. Therefore, the proposed improvement to the triple-lane stacking at the order points is of increased importance, which was a big factor in the overall design of this site and had a ripple effect on the parking layout and the need to relocate the dumpster.

ORLANDO CHICAGO DALLAS/FORT WORTH
ARCHITECTURE ENGINEERING INTERIOR DESIGN PERMITTING

PHILADELPHIA
PERMITTING ENTITLEMENTS DUE DILIGENCE

INTERPLAN^{LLC}

Chick-fil-A # 823 / Parkway East
September 28, 2021
Page 2 of 2

Hardship Not Self-Imposed: The alleged difficulty or hardship has not been created by the previous actions of any person having an interest in the property. The layout proposed is similar to the existing layout with improvements to the number of cars able to be serviced in the drive-thru lane. Due to the shape of the site and the existing access drives, the proposed layout is the best configuration to provide for maximum drive-thru lane stacking.

Financial Gain Not Only Basis: Financial gain is not the sole basis for granting the variance. The basis of these variance requests are primarily to improve traffic congestion during peak hours, increase the onsite stacking, reduce off-site stacking and to improve the overall customer experience.

No Injury to Neighboring Property: The granting of the variance will not be injurious to other properties within the area. In fact, the proposed redevelopment was presented to the Huffman Neighborhood at their last meeting held on September 27, 2021, to which the Neighborhood was supportive of the improvements and had no major concerns to share. The new layout seeks to provide more onsite stacking in the drive-thru lane and therefore reduce any offsite backup. A new building with a more efficient kitchen will also reduce wait times in the drive-thru lane.

No Harm to Public Welfare: The granting of the variance will not be detrimental to the public welfare of the City of Birmingham, and will not substantially impair the intent and purpose of this Ordinance. The intent is rather to improve existing conditions, specifically traffic congestion during peak hours, allowing for more cars to stack onsite rather than on adjacent properties or public roadways. The use of the site will remain the same but with a new better kitchen to support the increased drive-thru stacking.

Please feel free to contact me if you have any questions or require additional information. If I am not available, Jessada Sunhachawi is the Civil Project Manager and will be able to answer your questions.

Sincerely,
INTERPLAN LLC



Kendra Lewis
Permit Manager

cc: J. Sunhachawi, S. Hickman, S. Anderson; Interplan LLC

PARCEL ID: 012300011003001001

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2019

DATE: Tuesday, October 12, 2021 1:42:02 PM

OWNER: CHICK-FIL-A INC

ADDRESS: 5200 BUFFINGTON RD

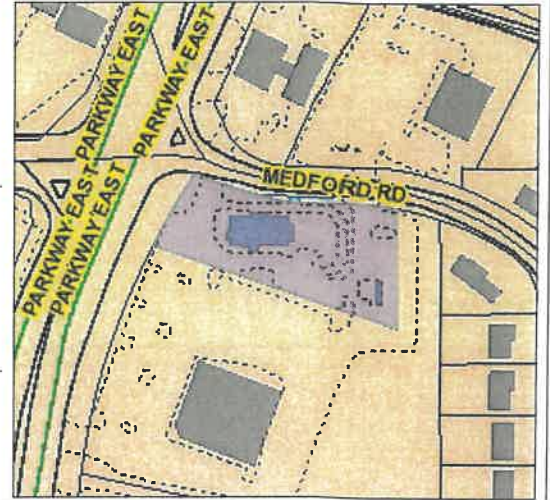
CITY/STATE: ATLANTA GA

ZIP+4: 30349--2945

SITE ADDR: 9321 PARKWAY EAST

CITY/STATE: BHAM, AL

ZIP: 35215



LAND: \$861,800.00

BLDG: \$631,000.00

OTHER: \$0.00

AREA: 43,840.00

ACRES: 1.01

SUBDIVISION INFORMATION:

NAME

BLOCK:

LOT:

:

Section: 1-17-2W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Not in Historic Districts

Commercial Revitalization District: Roebuck

Fire District: Not in Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: Not in Tax Increment Financing District

Neighborhoods: Huffman (1001)

Communities: Huffman (10)

Council Districts: District - 2 (Councilor: Hunter Williams)

Zoning Outline: MUM

Demolition Quadrants: DEM Quadrant - 4

Impaired Watersheds: Impaired Watershed - Upper Village Creek

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: In RISE Focus Area

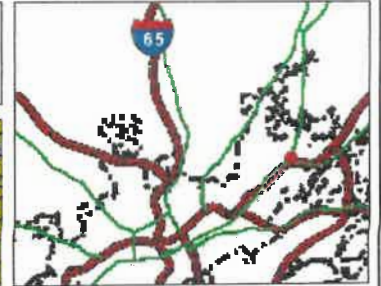
Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: Not in EPA Superfund

Opportunity Zones: Not in Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District

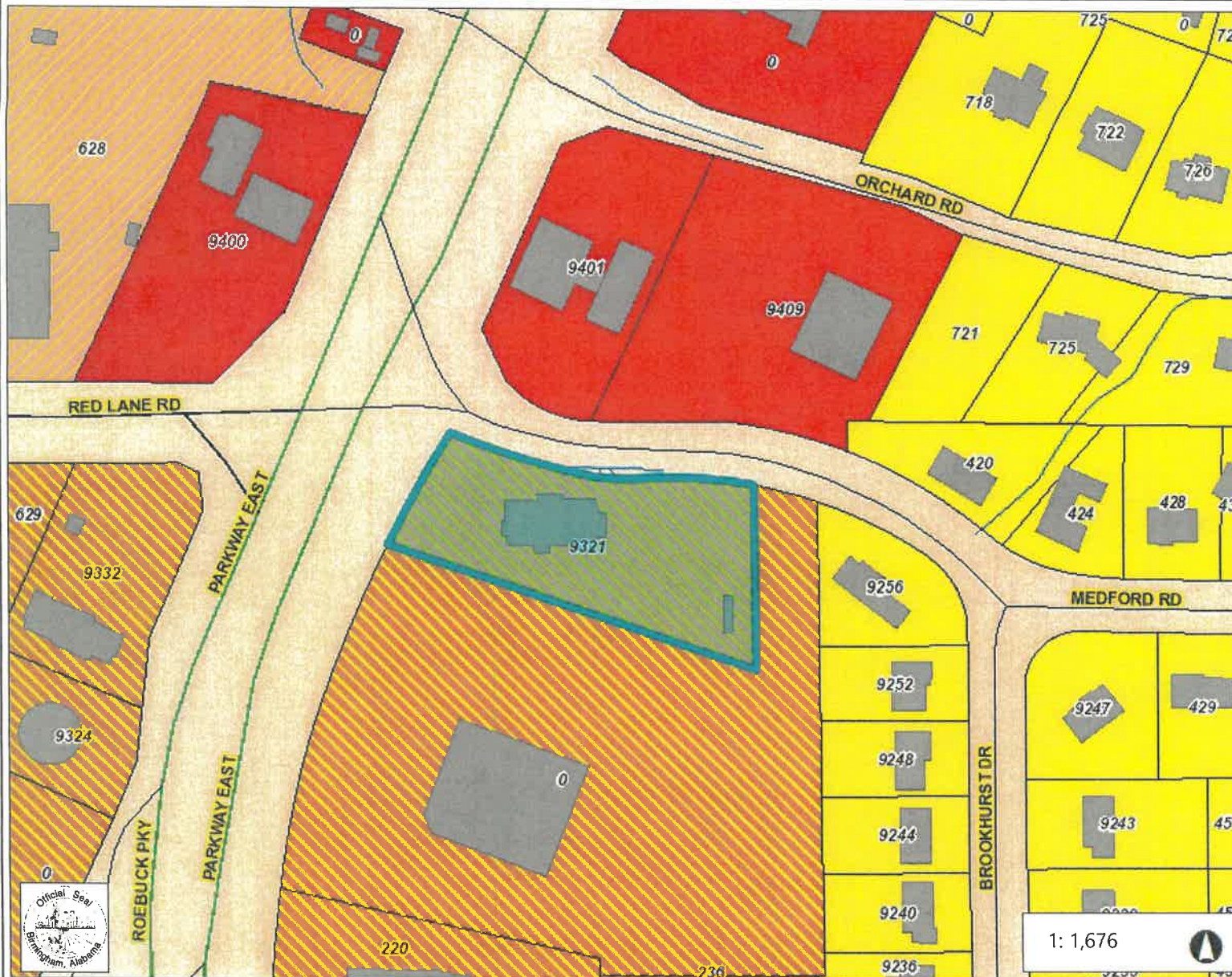
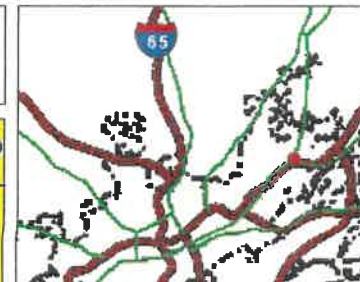
1: 1,676



279.4 0 139.69 279.4 Feet

The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

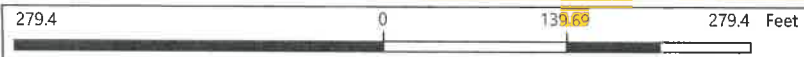
Notes



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Adopted LandUse Plan
 - Residential-Low
 - Residential-Medium
 - Residential-High
 - Neighborhood Commercial
 - General Commercial
 - MXU-Low
 - MXU-Medium
 - MXU-High

1: 1,676



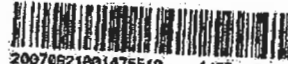
The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

RETURN RECORDED DOCUMENT TO:

Walgreen Co.
104 Wilmot Road, MS #1420
Deerfield, Illinois 60015
Attn: Jenny Mitchell

This Instrument Prepared by:
Jenny Mitchell
Real Estate Law Department
104 Wilmot Road
Deerfield, Illinois 60015



20070921001475510 1/25
Bk: LR200714 Pg:21618
Jefferson County, Alabama
I certify this instrument filed on:
09/21/2007 01:02:05 PM D
Judge of Probate- Alan L. King

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS
CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 21st day of September, 2007, by and between FSR Real Estate, L.L.C., an Alabama limited liability company (the "Parcel A Owner"), and R.K.M. Roebuck, LLC, an Alabama limited liability company (the "Parcel B Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Roebuck, County of Jefferson, State of Alabama, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Roebuck, County of Jefferson, State of Alabama, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel B Owner intends to develop Parcel B for use by Walgreen (hereinafter defined).
- D. The Parcel A Owner entered into a Ground Lease with Chick-fil-A, Inc., dated June 15, 1990, as amended from time to time, for the development and operation of a Chick-fil-A restaurant on Parcel A.
- E. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A and Parcel B, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employes, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Common Area" shall mean those portions of Parcel A and Parcel B that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements; but the term "Common Area" expressly excludes any dumpster areas, drive-through lanes and drive-through appurtenances.

(e) The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Agreement until such time as Walgreens acquires fee simple title to Parcel B.

(f) The term "Walgreens Development Period" shall mean the period commencing upon the date hereof and ending when Walgreen becomes the fee simple Owner of record of Parcel B.

(g) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

(h) The term "Driveways" shall mean those driveways and related driveway improvements, paving, curbing, entrances and exits, in the locations on the Parcels as shown on the Site Plan.

(i) The term "CFA" shall mean Chick-fil-A, Inc., a Georgia corporation (or any of its affiliates, subsidiaries, successors or assigns). Chick-fil-A, Inc. shall be deemed a third party beneficiary to this Agreement.

(j) The term "CFA Lease" shall mean the Ground Lease dated as of June 15, 1990, as amended from time to time between Parcel A Owner, as Landlord and Chick-fil-A, Inc., as Tenant, and placed of record by Short Form Lease dated September 17, 1990, and recorded September 26, 1990, at Volume 3898, Page 799, Jefferson County, Alabama records, as amended from time to time.

2. Easements and Consents.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel B and the Common Area of Parcel A from time to time including, without limitation, the Driveways, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;

(b) An easement for the parking of vehicles in the parking areas designated as part of the Common Areas of the Parcels, as such parking areas are indicated on the Site Plan and as the same may be modified or removed from time to time by the Owner of the Parcel upon which the parking areas are located (the "Parking Easement"), provided that (i) there shall be no material modification or removal of the parking areas of Parcel A to reduce the parking ratio on Parcel A to less than 5 spaces per 1,000 square feet of floor space, (ii) there shall be no material modification or removal of the parking areas of Parcel B to reduce the parking ratio on Parcel B to less than 5 spaces per 1,000 square feet of floor space without the consent of CFA during the continuance of the CFA Lease or for so long as CFA is the Owner of Parcel A (provided, however, the immediately foregoing provision shall not apply to the area of Parcel B designated as Future Development on the Site Plan attached hereto as Exhibit B) and (iii) from and after the date that the area designated as the Future Development area on the Site Plan attached hereto is developed by the Owner of Parcel B or any subsequent Owner, and so long as CFA is the owner or lessee of Parcel A, there shall be maintained on the Future Development area a sufficient number of parking spaces to comply with applicable code, without the need for a variance, unless otherwise consented to by CFA (during the continuance of the CFA Lease or during such period as CFA may be the Owner of Parcel A). Any request for consent shall be deemed approved should the party receiving the request fail to respond within

thirty (30) days after receipt of the initial written request. The Parking Easement is for customer parking in connection only with the businesses operated from time to time at the Parcels. In no event shall the Parking Easement be used for delivery or truck parking, employee parking, overnight parking, storage or other similar parking purposes that shall constitute an unreasonably prolonged use of the Parking Easement.

(c) An easement upon, under, over, above and across the Common Areas of the Parcels for the sheet flow drainage and discharge of storm water runoff under and across the Common Areas as they exist from time to time, provided; however, each Party agrees that it will not alter the flow of surface water from its Parcel in a manner that will unreasonably interfere with, obstruct or delay at any time the conduct and operations of the business of the other Owner or its Permittees.

(d) A non-exclusive easement upon, under, over, above and across the Common Areas of the Parcels for the use, maintenance, repair and replacement of existing underground utility lines, conduits and facilities; provided that (i) the rights granted pursuant to such easement shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s) (and, as to Parcel B during the continuance of the Walgreens Development Period, Walgreen and during the continuance of the CFA Lease, CFA), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner (and, as to any entry upon Parcel B during the continuance of the Walgreens Development Period, Walgreen and during the continuance of the CFA Lease, CFA) as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities hereafter installed shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel (and, as to Parcel B during the continuance of the Walgreens Development Period, Walgreen and during the continuance of the CFA Lease, CFA)).

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Walgreen, in the case of the Owner of Parcel B, and CFA, in the case of the Owner of Parcel A) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees actually incurred) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such indemnifying Owner, its contractors, employees, agents, or others acting on behalf of such Owner in connection with the use of the easements set forth in this Section 2.

2.3 Access Opening and Medford Road Opening. The Access Openings contemplated between the Parcels are shown on the Site Plan and such Access Openings shall provide access between the Parcels for use of the Driveways (hereinafter called the "Access Openings"). The Medford Road Openings connecting Parcel A to Medford Road are shown on the Site Plan and are hereinafter called the "Medford Road Openings". The Parkway East Opening connecting Parcel B to Parkway East is shown on the Site Plan and hereinafter called the "Parkway East Opening". There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveways for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, the Medford Road Openings, and the Parkway East Opening, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel, subject to applicable code, provided that there shall be maintained reasonable pedestrian passage over the landscaped island between Parcel A and Parcel B. The Access Openings, Medford Road Openings and the Parkway East Opening shall in no event be blocked, closed, altered, changed or removed, except in connection with temporary closures due to construction activity, in which event no more than one of the Medford Road Openings shall be temporarily closed at the same time, and shall at all times remain in place as shown on the Site Plan.

2.4 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner (and/or, during the continuance of the Walgreens Development Period, Walgreen, or during the continuance of the CFA Lease, CFA), and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold

harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris. Once the Owner of Parcel B (or Walgreen, during the continuance of the Walgreens Development Period) has commenced demolition of the existing improvements on Parcel B, said Owner (or Walgreen) shall pursue with diligence the complete demolition and redevelopment of Parcel B, and such redevelopment shall be completed as soon as practicable, which is estimated to be within six (6) months of the commencement of demolition. Failure by the Owner of Parcel B (or Walgreen) to abide by the foregoing requirement shall give rise to all rights and remedies at law or in equity in favor of the Owner of Parcel A and CFA (during the continuance of the CFA Lease).

3.2 Buildings and Appurtenances Thereof. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in subparagraph 3.2(b) shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.

3.3 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure,

relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) as to Parcel B, the express written consent of Walgreens shall be required; (ii) as to Parcel A, during the continuance of the CFA Lease, the express written consent of CFA shall be required; (iii) the reciprocal easements between the Parcels pursuant to paragraph 2.1 shall not be closed or materially impaired; (iv) the Driveways and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners and Walgreens, during the Walgreens Development Period, and CFA (during the continuance of the CFA Lease); and (v) the same shall not violate any of the provisions and easements granted in paragraph 2.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

4. Construction of Improvements.

(a) Every building (including its appurtenant Common Area improvements) constructed on the Parcels from and after the date of this Agreement shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. Once commenced, any construction of improvements shall be undertaken in a manner so as to not unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittee.

(b) As a material inducement for CFA's consent into this Agreement, the Owner of Parcel B agrees to perform (or cause to be performed) the following work on Parcel A in connection with (and at the same time as) the initial redevelopment of Parcel B (the "Parcel A Work"):

- (i) Resurfacing and restriping of those portions of Parcel A designated as "Resurface Area" on Exhibit "C" attached hereto and incorporated herein by reference.
- (ii) Installation / reconfiguration of those curbs and curb cuts so indicated on Exhibit "C".

The foregoing work shall be performed in accordance with the "Work Guidelines" as set forth on Exhibit "D" to this Agreement, which exhibit is hereby incorporated by reference, and the Parcel B Owner shall perform the Parcel A Work using the same quality and materials as are used for the Parcel B Redevelopment Work.

(c) In addition, Parcel B Owner and Walgreen agree that any construction activities on Parcel B during the Walgreens Development Period ("Parcel B Redevelopment

Work") shall be performed in accordance with the "Work Guidelines" as set forth on Exhibit "D".

(d) The Parcel B Owner shall have the right, in its sole discretion, to construct any additional improvements located on that portion of Parcel B identified on the Site Plan as the Proposed Building Envelope (the "Proposed Building Envelope Area"); provided, however, during the term of the CFA Lease or for so long as CFA may be the owner of Parcel A, any buildings constructed within the Proposed Building Envelope Area shall not exceed one story in height. Any improvements (including any appurtenant Common Area improvements) constructed on the Proposed Building Envelope Area from and after the date of this Agreement shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

5. Restrictions.

5.1 Drive-Throughs. No facility on the Parcels for vehicular drive-up or drive-through, in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank), shall be constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto the adjacent Parcel and/or the Driveways, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across the Parcels and/or the Driveways. Nothing contained herein shall be deemed to affect the drive-through serving the Chick-fil-A facility operating on Parcel A as depicted on the Site Plan. Nothing contained herein shall be deemed to affect the drive-through serving the building for Walgreen to be initially constructed on Parcel B by the Owner of Parcel B during the Walgreens Development Period, which is hereby expressly approved.

5.2 (a) Restricted Uses. During the term of the CFA Lease or for so long as CFA may be the Owner of Parcel A, the following uses are prohibited on the Parcels: a theater of any kind, skating rink, amusement park, carnival, meeting hall, sporting event or other sports facility, auditorium or any other like place of public assemble, manufacturing operation, factory, and industrial usage, warehouse, processing or rendering plant, any establishment selling cars (new or used), billiard parlor, bar, amusement center, flea market, massage parlor, "disco" or other dance hall, so-called "social encounter" restaurant (as hereinafter defined), so-called "off track betting" operation, or the sale or rental of pornographic materials, or restaurant selling or serving chicken as a principal menu item. For the purposes hereof, a so-called "social encounter" restaurant shall mean a bar or restaurant with a bar which is designed and operated with a primary focus on mixing, mingling, and social encounters and which derives in excess of thirty percent (30%) of its gross revenues from the sale of alcoholic beverages, beer, and/or wine, such as a "singles bar" as opposed to a facility with primary emphasis on the sale and serving of food items. It is acknowledged and agreed that current examples of such a "social encounter" bar or restaurant and bar are TGI Friday's, Houlihan's, Elan' and Sneakers. Upon the earlier of the expiration or termination of the CFA Lease (and provided CFA is not then the Owner of Parcel A), the foregoing use restrictions on Parcel B shall be null and void and of no further use or effect.

(b) During the term of the CFA Lease or for so long as CFA may be the Owner of Parcel A, no portion of Parcel B shall be used for the operation of a "Starbucks" coffee shop (provided, however, this restriction shall not prohibit (i) the incidental sale of Starbucks' branded coffee and other Starbucks branded products as part of a business located on Parcel B and (ii) the Owner of Parcel B from granting a lease or license to a permittee for the sale of Starbucks' products or services within the Walgreens building located on Parcel B).

6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner and, during the continuance of the Walgreens Development Period, Walgreens and during the continuance of the CFA Lease, CFA (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Walgreen and CFA (whether as tenant or in the event they should become an "Owner" of a Parcel) may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance.
7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements except those expressly set forth in paragraph 2 shall be implied by this Agreement.
9. Remedies and Enforcement.
 - 9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s), Walgreen and/or CFA shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Walgreen shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel B, and/or to cure a breach or default hereunder by the Owner of Parcel B, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel B. CFA shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel A, and/or to cure a breach or default hereunder by the Owner of Parcel A, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel A.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner, Walgreen, or CFA (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen, CFA, or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank One (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on Parcel A or Parcel B, an Owner, Walgreen, or CFA may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Walgreen or CFA in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Jefferson County, Alabama; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Jefferson County, Alabama prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Walgreen and CFA, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Jefferson County Recorder and shall remain in full force and effect thereafter in perpetuity to the greatest extent permitted by law, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B, and, during the continuance of the Walgreens Development Period, Walgreen and during the continuance of the CFA Lease, CFA, in accordance with paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event an Owner (or Walgreen during the Walgreens Development Period and CFA during the term of the CFA Lease) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees actually incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B (and Walgreen during the Walgreens Development Period and CFA during the term of the CFA Lease), evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Jefferson County, State of Alabama.

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner, Walgreen or CFA under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Walgreens Development Period, any consent by the Owner of Parcel B, to be effective, shall also require the consent of Walgreen. During the continuance of the CFA Lease, any consent by the Owner of Parcel A, to be effective, shall also require the consent of CFA.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party, Walgreen, and CFA may change from

time to time their respective address for notice hereunder by like notice to the other party, Walgreen and CFA. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreens Development Period) and CFA (during the continuance of the CFA Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner, Walgreen, and CFA are as follows:

Walgreen: Walgreens
104 Wilnot Rd., Deerfield, IL, 60015, Attn: Real Estate Law
Department, MS #1420, Re: Store #11469

Parcel A Owner: FSR Real Estate, L.L.C.
1910 28th Avenue South
Homewood, AL 35209
Attn: Ferris S. Ritchey

Parcel B Owner: R.K.M. Roebuck, LLC,
100 2nd Avenue South, Suite 204N
St. Petersburg, FL 33701
Attn: William C. Lloyd

Chick-fil-A, Inc.: Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
PHONE: (404) 765-8000
FAX: (404) 684-8620
ATTN: Real Property Asset Management – FSU 823

11.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s) or Walgreen, shall from time to time provide the requesting Owner or Walgreen, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 Effect of CFA Lease. One of the purposes of this Agreement is to memorialize any rights and obligations of CFA which encumber Parcel B, and notwithstanding the terms

and conditions of the CFA Lease and/or the recordation of a memorandum thereof, the terms and conditions of this Agreement reflect an amendment and restatement of any encumbrance upon Parcel B resulting therefrom, the memorandum of the CFA ground lease from and hereafter having no further force or effect on Parcel B.

*

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parcel A Owner has executed this Agreement as of the date first written above.

PARCEL A OWNER:

Witness J Z H O T

FSR REAL ESTATE, L.L.C., for itself and as successor to Ferris S. Ritchey, Jr., and Edward J. Salem, as Trustees under that certain Indenture of Trust dated October 2, 1975

By: [Signature] (SEAL)
Ferris S. Ritchey, Jr., Manager

Date: 9/20/07, 2007

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Ferris S. Ritchey, Jr., whose name as Manager of FSR Real Estate, L.L.C., an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 20th day of September, 2007.

[Signature]
Notary Public

My Commission expires: 8/4/09 [SEAL]

[ADDITIONAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parcel B Owner has executed this Agreement as of the date first written above.

PARCEL B OWNER:

Jean P. [Signature]
Witness

R.K.M. ROEBUCK, LLC

By: [Signature] (SEAL.)

Name: William C. Lloyd

Title: Member

Date: 9/20/07, 2007

STATE OF FLORIDA)

COUNTY OF BRANTLEY)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that William C. Lloyd, whose name as MEMBER of RKM ROEBUCK LLC, a(n) ALABAMA LLC, is signed to the foregoing document, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said RKM ROEBUCK LLC.

Given under my hand and official seal, this 14th day of SEPTEMBER, 2007.

[Signature]
Notary Public MARCIA L. SIMMONS

My Commission expires: MAY 2, 2010

 **Marcia L. Simmons**
Commission # DD544386
Expires May 2, 2010
Sealed Troy Falls - Insurance, Inc. 602-385-7019

[ADDITIONAL SIGNATURE PAGES FOLLOW]

JOINDER

CHICK-FIL-A, INC. ("CFA"), as the Tenant under the CFA Lease, on behalf of itself and its successor and assigns, hereby consents to the terms of this Agreement.

IN WITNESS WHEREOF, CFA has executed this Joinder as of this 14th day of September, 2007.

Traic D. Shival
Witness

CHICK-FIL-A, INC., a Georgia corporation

By: B Lynn Chastain

Name: B Lynn Chastain

Title: VP, Asst. General Counsel

Date: September 14, 2007

By: Strett Cathy

Name: S Strett Cathy

Title: CEO

Date: September 14, 2007

[CORPORATE SEAL]

STATE OF GEORGIA)
COUNTY OF Fayette)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that B Lynn Chastain and S Strett Cathy, whose names as VP and CEO of Chick-fil-A, Inc., a Georgia corporation, are signed to the foregoing document, and who are known to me, acknowledged before me this day that, being informed of the contents of the instrument, (s)he, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 14th day of September, 2007.

Jennifer Dean
Notary Public

My Commission expires: _____



CONSENT OF WALGREEN

WALGREEN CO., as a third party beneficiary to this Agreement, on behalf of itself and its successor and assigns, hereby consents to the terms of the Agreement to which this Consent of Walgreen is attached.

IN WITNESS WHEREOF, Walgreen Co. has executed this Consent of Walgreen as of this 14 day of Sept, 2007.

WALGREEN CO., an Illinois corporation

Beatrice Mahlum
Witness

By: 

Name: Robert M. Silverman

Title: Divisional Vice President

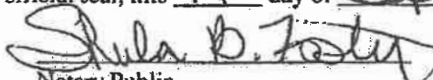
Date: September 14, 2007

[CORPORATE SEAL]

STATE OF ILLINOIS)
COUNTY OF hate)

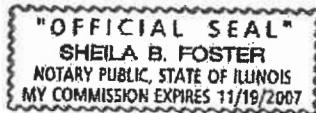
I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Robert M. Silverman, whose name as Div. V.P. of Walgreen Co., an Illinois corporation, is signed to the foregoing document, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, (s)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 14 day of Sept, 2007.


Notary Public

My Commission expires: _____

[SEAL]



Exhibits

Exhibit "A" - Legal Descriptions of Parcels A and B

Exhibit "B" - Site Plan Identifying Parcels A and B, the Driveways, the Access Openings, the Medford Road Openings, and the Parkway East Opening

Exhibit "C" - Site Plan Identifying the Parcel A Work

Exhibit "D" - Work Guidelines

Exhibit "A"

Legal Description of Parcel A

EXHIBIT A

PARCEL 1:

Part of the North 1/2 of the NE 1/4 of Section 1, Township 27 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

From the NW corner of the NE 1/4 of the NE 1/4 of said Section 1, run in a southerly direction along the West line of said 1/4-1/4 section for a distance of 54.8 feet to an existing nail and cap being on the southerly right-of-way line of Medford Road and being the point of beginning; thence turn an angle to the left of 88 deg. 38' and run in an easterly direction for a distance of 68.8 feet to an existing cross cut being on the southerly right-of-way line of Medford Road and being the point of beginning of a curve, said curve being concave in a southerly direction and having a central angle of 18 deg. 15' 18" and a radius of 396.59 feet; thence turn an angle to the right and run in a southeasterly direction along the arc of said curve for a distance of 79.88 feet to an existing iron pin; then from last mentioned line (chord line) and turn an angle to the right of 84 deg. 15' 41" from said chord line and run in a southerly direction for a distance of 177.88 feet to an existing nail and cap; thence turn an angle to the right of 189 deg. 49' and run in a northeasterly direction for a distance of 263.83 feet to an existing nail and cap being on the East right-of-way line of Parkway East; thence turn an angle to the right of 84 deg. 53' 23" and run in a northerly direction for a distance of 88.84 feet along said East right-of-way line of Parkway East to an existing nail and cap; thence turn an angle to the right of 23 deg. 33' 35" and run in a northeasterly direction for a distance of 26.86 feet to an existing iron pin; being on the South right-of-way line of Medford Road; thence turn an angle to the right and run in an easterly direction along said South right-of-way line of Medford Road (along the arc of a curve, said curve being concave in a southerly direction and having a central angle of 16 deg. 37') for a distance of 48.98 feet to an existing cross cut; thence turn an angle to the left and run along another curve being the South right-of-way line of said Medford Road (said new curve being concave in a northerly direction and having a central angle of 26 deg. 43') and run in an easterly direction for a distance of 91.14 feet, more or less to the point of beginning.

[Exhibit "A" continues on the following page]

[Exhibit "A" continued]

Legal Description of Parcel B

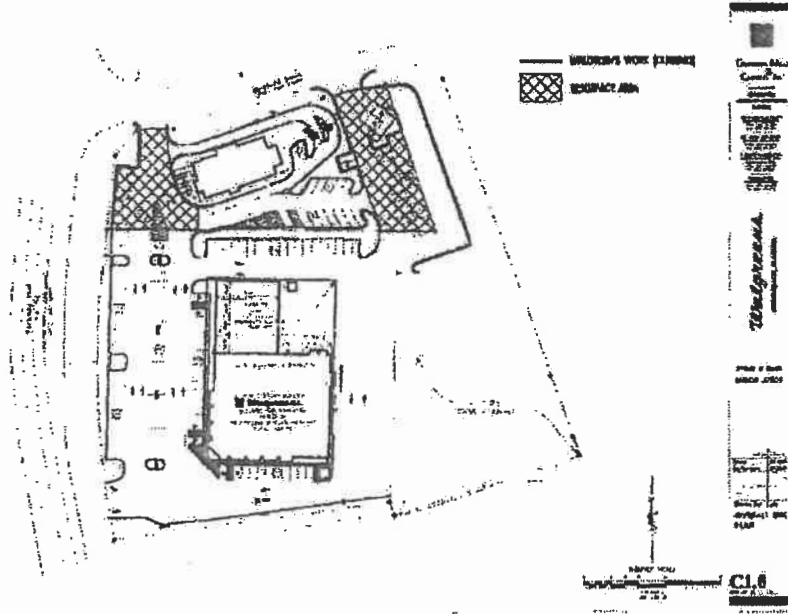
A parcel of land lying in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 17 South, Range 2 West and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 17 South, Range 2 West of Jefferson County, Alabama more particularly described as follows:

From the Northwest Corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 17 South, Range 2 West, run Southerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 54.00 feet to the South right-of-way line of Medford Road being a $\frac{1}{2}$ " capped rebar; thence left $89^{\circ}-15'-13''$ along the right-of-way of said road a distance of 78.08 feet to a $\frac{1}{2}$ " capped rebar; thence left $1^{\circ}-47'-27''$ to the tangent of a curve to the right having a radius of 459.58 feet and a central angle of $8^{\circ}-50'-55''$ an arc distance of 70.98 feet to a $\frac{5}{8}$ " rebar also being the Point of Beginning; thence continue along the tangent of said curve having a radius of 459.58 feet and a central angle of $7^{\circ}-50'-26''$ an arc distance of 62.89 feet to a $\frac{1}{2}$ " capped rebar; thence right $70^{\circ}-36'-51''$ from the tangent of said curve leaving the right-of-way of said road a distance of 444.06 feet to a $\frac{5}{8}$ " rebar; thence right $91^{\circ}-15'-06''$ a distance of 210.25 feet to a PK Nail; thence right $88^{\circ}-31'-43''$ a distance of 15.94 feet to a $\frac{1}{2}$ " rebar; thence left $77^{\circ}-35'-53''$ a distance of 308.54 feet to the right-of-way of Roebuck Parkway being a 2" crimped iron; thence right $85^{\circ}-40'-35''$ to the tangent of a curve to the right having a radius of 956.79 feet and a central angle of $17^{\circ}-53'-27''$ along the right-of-way of said road an arc distance of 298.76 feet to a concrete monument; thence continue along the tangent of said curve a distance of 49.05 feet to a PK Nail; thence right $84^{\circ}-35'-39''$ leaving the right-of-way of said road a distance of 364.69 feet to a nail and bottle cap; thence left $109^{\circ}-40'-39''$ a distance of 172.95 feet to the Point of Beginning. Said Parcel contains 3.72 acres more or less.

Exhibit B

Site Plan

Exhibit "C" - Parcel A Work



ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18, 2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Chambers

ZBA2021-00061

Southside Neighborhood

Request:

Parking modification to allow 0 off-street parking instead of the required 28 off-street parking spaces. Special Exception to allow remote parking.

Applicant:

Justin Collier

Location:

3008 4th Ave S, Birmingham AL 35233

Parcel #012300312004005000

NW of Section 31, Township 17 S, Range 2 W

Applicant's Proposal:

The applicant is proposing a small event venue.

Staff Analysis:

The subject property is currently zoned M-1 (Light Industrial District). The subject property is surrounded by parcels zoned M-1 (Light Industrial District). The property is not located in the flood plain area; however, it is located in the Lakeview Commercial Revitalization District.

The applicant is purposing an event center. According to Title 1 Chapter 5 Section 4.O, it requires 1 parking space per 100sf of GFA for an event center (2,808 sf) requiring 28 spaces. The applicant did not provide any parking on-site; therefore, a parking study was provided. There are other parking modification within the 1,320ft radius such as:

1. ZBA2020-00026, 3004 4th Ave S, Modification to allow 4 off street parking spaces instead of the required 23 off street parking spaces. **19 spaces lacking.**
2. ZBA2017-00083, 3000 3rd Ave S, Modification to allow 14 off street parking spaces instead of the required 9 off street parking spaces. **5 spaces lacking**
3. ZBA2013-00051, 3000 4th Ave S, Modification to allow 0 off street parking spaces instead of the required 70 off street parking spaces. **70 spaces lacking**

Neighborhood Recommendation:

The ***Southside Neighborhood Association*** does not have any officials.

Staff's Recommendation to ZBA:

Staff believes the applicant has not provided evidence to support the modification or special exception, therefore, staff believes the request has merit for **DENIAL**.

PARCEL ID: 012300312004005000

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2019

DATE: Tuesday, October 19, 2021 9:51:23 AM

OWNER: WRIGHT WHEELER COMPTON JR

ADDRESS: 5119 SPLIT RAIL TRL

CITY/STATE: BIRMINGHAM AL

ZIP+4: 35244--1949

SITE ADDR: 3008 4TH AVE S

CITY/STATE: BHAM, AL

ZIP: 35233



LAND: \$154,000.00

BLDG: \$80,100.00

OTHER: \$0.00

AREA: 7,148.15

ACRES: 0.16

SUBDIVISION INFORMATION:

NAME BIRMINGHAM BLOCKS

BLOCK: 447

LOT: 14

:

Section: 31-17-2W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Not in Historic Districts

Commercial Revitalization District: Lakeview

Fire District: Not in Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: Not in Tax Increment Financing District

Neighborhoods: Southside (1703)

Communities: Southside (17)

Council Districts: District - 5 (Councilor: Darrell O`Quinn)

Zoning Outline: M1

Demolition Quadrants: DEM Quadrant - 3

Impaired Watersheds: Impaired Watershed - Upper Village Creek

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: In RISE Focus Area

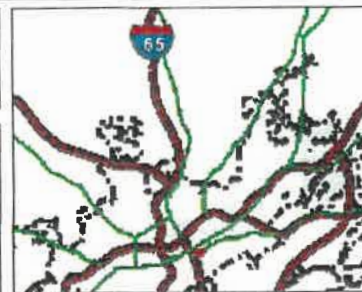
Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: Not in EPA Superfund

Opportunity Zones: In Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.

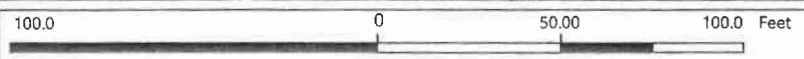


Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
- Limited Access
- Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
- R1; D1 - Single Family District - Cla
- R2; D2 - Single Family District - Cla
- R3; D3 - Single Family District; R3
- R4; D4 - Two Family District; R4
- R4A - Multiple Dwelling District
- R5; D5 - Multiple Family District; D5
- R6; D6 - Multiple Family District
- R7 - Multiple Family District

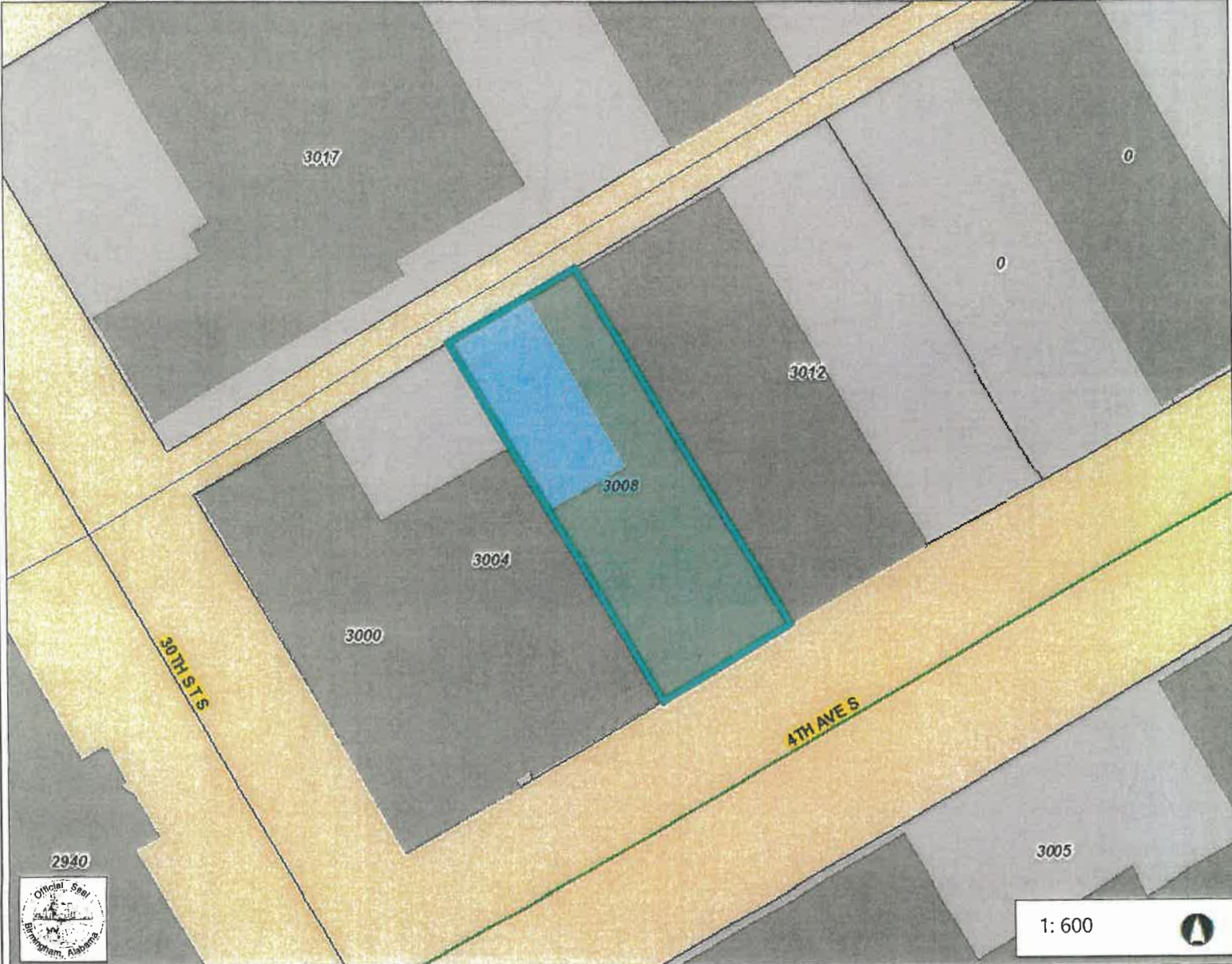
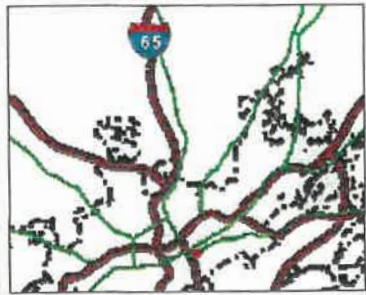


1: 600



The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



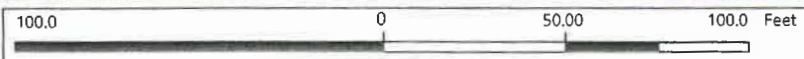
Legend

- Centerline Labels
- Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport

Adopted Land Use Plan

- Residential-Low
- Residential-Medium
- Residential-High
- Neighborhood Commercial
- General Commercial
- MXU-Low
- MXU-Medium
- MXU-High

Notes



1: 600

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Zoning Requirements

Article V, Section 1

Dance hall, assembly or exhibition hall without fixed seats. One parking space for each 100 square feet of floor area used therefor.

Assembly Area = 2,828 SF
 $2,808/100 = 28$ spaces req'd
Total Spaces Provided = 36

Parking Study

The following parking study observed that, in most instances, the on-street spaces on this section of 4th Avenue S. remained mostly vacant. While parking demands often change, we feel the parking on this street and beyond is adequate to meet the needs of the event space and its 28 required spaces.

36 On-street Spaces



Friday, October 22, 2021

Recorded Parking Counts from 7:00pm to 9:00pm

Within these time windows, we observed the following conditions.

10/22/2021

7:00pm

Spaces Provided = 36
Spaces Available = 28

10/22/2021

8:00pm

Spaces Provided = 36
Spaces Available = 29

10/22/2021

9:00pm

Spaces Provided = 36
Spaces Available = 30



Saturday, October 23, 2021

Recorded Parking Counts from 7:00pm to 9:00pm

Within these time windows, we observed the following conditions.

10/23/2021

7:00pm

Spaces Provided = 36
Spaces Available = 29

10/23/2021

8:00pm

Spaces Provided = 36
Spaces Available = 28

10/23/2021

9:00pm

Spaces Provided = 36
Spaces Available = 29



Sunday October 24, 2021

Recorded Parking Counts from 7:00pm to 9:00pm

Within these time windows, we observed the following conditions.

10/24/2021

7:00pm

Spaces Provided = 36
Spaces Available = 33

10/24/2021

8:00pm

Spaces Provided = 36
Spaces Available = 34

10/24/2021

9:00pm

Spaces Provided = 36
Spaces Available = 35



Additional Information

Site Images

All images are taken looking up or down 4th Avenue S.

Within these time windows, we observed the following conditions.

10/05/2021

6:00pm

Spaces Provided = 36
Spaces Available = 34



10/06/2021

6:30pm

Spaces Provided = 36
Spaces Available = 35



10/07/2021

6:00pm

Spaces Provided = 36
Spaces Available = 33



Site Images

All images are taken looking up or down 4th Avenue S.
Within these time windows, we observed the following conditions.

10/12/2021

12:00pm

Spaces Provided = 36
Spaces Available = 32



10/13/2021

1:00pm

Spaces Provided = 36
Spaces Available = 31



10/14/2021

1:30pm

Spaces Provided = 36
Spaces Available = 33



10/12/2021

3:00pm

Spaces Provided = 36
Spaces Available = 32



10/13/2021

3:00pm

Spaces Provided = 36
Spaces Available = 34



10/14/2021

3:30pm

Spaces Provided = 36
Spaces Available = 32



10/12/2021

5:30pm

Spaces Provided = 36
Spaces Available = 31



10/13/2021

5:45pm

Spaces Provided = 36
Spaces Available = 34



10/14/2021

4:30

Spaces Provided = 36
Spaces Available = 33



ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18, 2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Chambers

ZBA2021-00062

Crestline Neighborhood

Request:

Variance to allow the wall height in the front yard to be 8 feet instead of the required 4 feet maximum height. A variance to allow the rear yard setback to encroach 10 feet into the required rear yard setback. A variance to allow impervious guest parking spaces. A variance request from a definition of a lot to allow the development to front a private drive instead of a public street.

Applicant:

Jason Kessler

Location:

4432 & 4448 Montevallo Rd, Birmingham AL 35212

Parcel # 012300341002021000

NE of Section 34, Township 17 S, Range 2 W

Applicant's Proposal:

The applicant is proposing a new townhomes development.

Staff Analysis:

The subject property is currently zoned D-5(Multiple Family District). The subject property is surrounded by parcels zoned D-3 (Single Family Districts), while parcels north are zoned D-5(Multiple Family District). The property is not located in the flood plain nor in any design review district. The property was rezoned from R-3 (Single Family District) to D-5 (Multiple Family District) per case ZAC2019-00008.

Subsection 3. Residential Zoned Property

A. Upon any "D", "E-1", or "R" zoned property, a wall or fence may be erected or placed in accordance with the following:

1. Complete Front Yard – No wall or fence within a front yard area shall exceed a height of four feet and the overall height of fence, supports and other features shall not exceed a height of five feet in total, except as required for wireless communication installations as listed in Section 1 of this Article. If a retaining wall is constructed in a front yard for the purpose of leveling the yard or to control stormwater, for every four feet of retaining wall it shall be setback two feet.

2. Side and Rear Yard

a. Within a side or rear yard, a wall or fence may be erected or placed to a height of eight feet, and the supports and other features may be erected or placed at a height of nine feet, provided that any structure that allows residential occupancy on an adjacent property is setback a minimum of five feet from the side and/or rear lot line.

b. If an existing dwelling unit on an adjacent property is setback less than five feet from a side or rear lot line, a portion (or all) of the wall or fence erected adjacent to that structure may be required to be of a “see through” type of material, such as chain link, so that adequate light and ventilation may be provided. This determination will be made by staff as a result of an on-site field inspection. The overall height of the fence or wall will be as detailed in the previous item (“A”).

Title 1 - Zoning Ordinance
Chapter 3: District Area and Dimensional Regulations

Table 1.03.102
MULTIFAMILY, TOWNHOUSE AND NONRESIDENTIAL USES

Zoning District	Minimum Lot Area (in square feet per unit)	Minimum Lot Width (in feet)	Minimum Front Setback (in feet)	Minimum Rear Setback (in feet)	Minimum Side Setback (in feet)	Maximum Building Height (in feet)
D-4 ⁽⁵⁾ Duplex	2,500	50 ⁽⁴⁾	25 ⁽³⁾	20 ⁽²⁾	5/14 ⁽³⁾	35 ⁽⁴⁾
D-4 ⁽⁵⁾ Townhouse	2,000	18 ⁽⁴⁾	15 ⁽¹⁾	20 ⁽²⁾	5/14 ⁽⁶⁾	35 ⁽⁴⁾
D-4 ⁽⁵⁾ Triplex, Quadplex max. 4 units)	2,000	50 ⁽⁴⁾	25 ⁽³⁾	20 ⁽²⁾	5/14 ⁽³⁾	35 ⁽⁴⁾
D-5 ⁽⁵⁾ Duplex	2,000	50 ⁽⁴⁾	25 ⁽³⁾	20 ⁽²⁾	5/14 ⁽³⁾	45 ⁽⁴⁾
D-5 ⁽⁵⁾ Townhouse	1,800	16⁽⁴⁾	15⁽¹⁾	20⁽²⁾	5/14⁽³⁾	45⁽⁴⁾

113. Lot. A plot, unit, or other portion of land in a subdivision or plat of land, having its principal frontage on a street, except that cottage subdivisions may have a portion of the units face interior common area and up to 20 percent of lots in character districts may have frontage on a path or passage if such lots have legal and physical vehicular access to a vehicular thoroughfare via driveway or easement, separated from other such portions by description on a record of survey map, for the purpose of ownership, sale, occupancy, use, construction or development,

separate from other lands.

Neighborhood Recommendation:

The Crestline Neighborhood Association will vote prior to the meeting.

Staff's Recommendation to ZBA:

Staff believes the applicant has not provided evidence to support the variance request to allow the wall height in the front yard to be 8 feet instead of the maximum height requirement of 4 feet; therefore, has merit for **DENIAL**. Staff believes the applicant has provided evidence to support a variance to allow the rear yard setback to encroach 10 feet into the required rear yard setback, a variance to allow impervious guest parking spaces and a variance request from a definition of a lot to allow the development to front a private drive instead of a public street.; therefore, staff believes the variance requests has merit for approval and should be **GRANTED** with the following conditions:

1. Review by the appropriate zoning inspector to insure compliance with the Board's decision.
2. All permits and certificate(s) of occupancy, if applicable, shall be obtained within two years of approval from the Board.

Variance Standards

Physical Characteristics of the Property. The exceptional narrowness, shallowness or shape of a specific piece of property, exceptional topographic conditions, or other extraordinary and exceptional conditions of such property would result in peculiar and exceptional practical difficulties to, or exceptional or undue hardship upon the owner of such property upon the strict application of any regulation enacted by the ordinance codified in this Ordinance. Our property is very oddly shaped which creates a hardship due to the adjacent cemetery. This cemetery cuts substantially into our property, taking a significant "pie shape" that runs roughly 85' on one side and 125' on the other. This hardship makes the rear setback variance request necessary.

Unique Characteristics. The specific conditions cited are unique to the subject property and generally not prevalent to other properties in the general area, that the granting of the application is necessary for the preservation and enjoyment of a property right, and not merely to serve as a convenience to the applicant. The subject property being so greatly affected by the cemetery is quite unique as, in general, there are very few residential properties contiguous to a cemetery. Additionally, the wall height variance requested is due to the preservation and enjoyment of property in that without a taller wall along Montevallo Road, our residents will not enjoy privacy or a sense of security. Montevallo Road is a main thoroughfare and the lights and noise from passing cars will create a nuisance. We also feel that the taller wall will help protect passing motorists as they will not be distracted by the lights, television sets, etc. coming from our residential homes.

Hardship Not Self-Imposed. The alleged difficulty or hardship has not been created by the previous actions of any person having an interest in the property. Our hardships are not self-imposed as the cemetery is not our property and renders our property very uniquely shaped and difficult to design. The sight and sound nuisances from Montevallo Road are also not self-imposed.

Financial Gain Not Only Basis. Financial gain is not the sole basis for granting the variance. Our variance requests have no basis in financial gain as they will actually increase our costs should they be approved. A taller wall means increased development cost. The rear setback variance request does not in any way increase our density.

No Injury to Neighboring Property. The granting of the variance will not be injurious to other property or improvements in the area, impair an adequate supply of light and air to adjacent property, or substantially diminish or impair property values within the area. Our variance requests do not injure neighboring property in any way. The rear setback variances will not affect the adjacent cemetery. The taller wall along Montevallo Road will not affect any surrounding neighbor.

No Harm to Public Welfare. The granting of the variance will not be detrimental to the public welfare, increase the congestion in public streets, or increase the danger of fire, or imperil the public safety, or in any other respect impair the health, safety, comfort, morals, or general welfare of the inhabitants of the City of Birmingham, and will not substantially impair the intent and purpose of this Ordinance. As previously mentioned, we believe the taller wall along Montevallo Road will not only avoid being a harm to public welfare, it will in fact improve public safety and welfare. The rear setback variance will in no way harm public welfare as it will not affect any residential neighbors.

Physical Characteristics of the Property. The exceptional narrowness, shallowness or shape of a specific piece of property, exceptional topographic conditions, or other extraordinary and exceptional conditions of such property would result in peculiar and exceptional practical difficulties to, or exceptional or undue hardship upon the owner of such property upon the strict application of any regulation enacted by the ordinance codified in this Ordinance. Due to the very unique shape of our property given the cemetery that cuts deeply into it, it severely limits our options for a road/driveways. It is not possible to rear load the road/driveways behind the homes because of this unique physical characteristic. Fronting Montevallo with each home/driveway would create a big traffic congestion problem. The most sensible idea is to construct a private road for our gated community.

Unique Characteristics. The specific conditions cited are unique to the subject property and generally not prevalent to other properties in the general area, that the granting of the application is necessary for the preservation and enjoyment of a property right, and not merely to serve as a convenience to the applicant. Our property is unique in that cemeteries are rarely directly adjacent to residential property and given its shape, and how it shapes our property, it creates a serious challenge.

Hardship Not Self-Imposed. The alleged difficulty or hardship has not been created by the previous actions of any person having an interest in the property. The cemetery is not our property so we did not create the hardship.

Financial Gain Not Only Basis. Financial gain is not the sole basis for granting the variance. This variance request does not have a basis in financial gain, only the desire to create a residential development with the most sensible and responsible design.

No Injury to Neighboring Property. The granting of the variance will not be injurious to other property or improvements in the area, impair an adequate supply of light and air to adjacent property, or substantially diminish or impair property values within the area. Not only does this variance request not injure neighboring property, it in fact benefits it. Even if it were possible to rear load our garages and front Montevallo Road with our homes, that would mean putting our garages, traffic, fumes and noise from cars up against the adjacent single family homes behind our property. This would be a nuisance to those homes. Instead, we aim to have well landscaped backyards providing more privacy and peace and quiet for all.

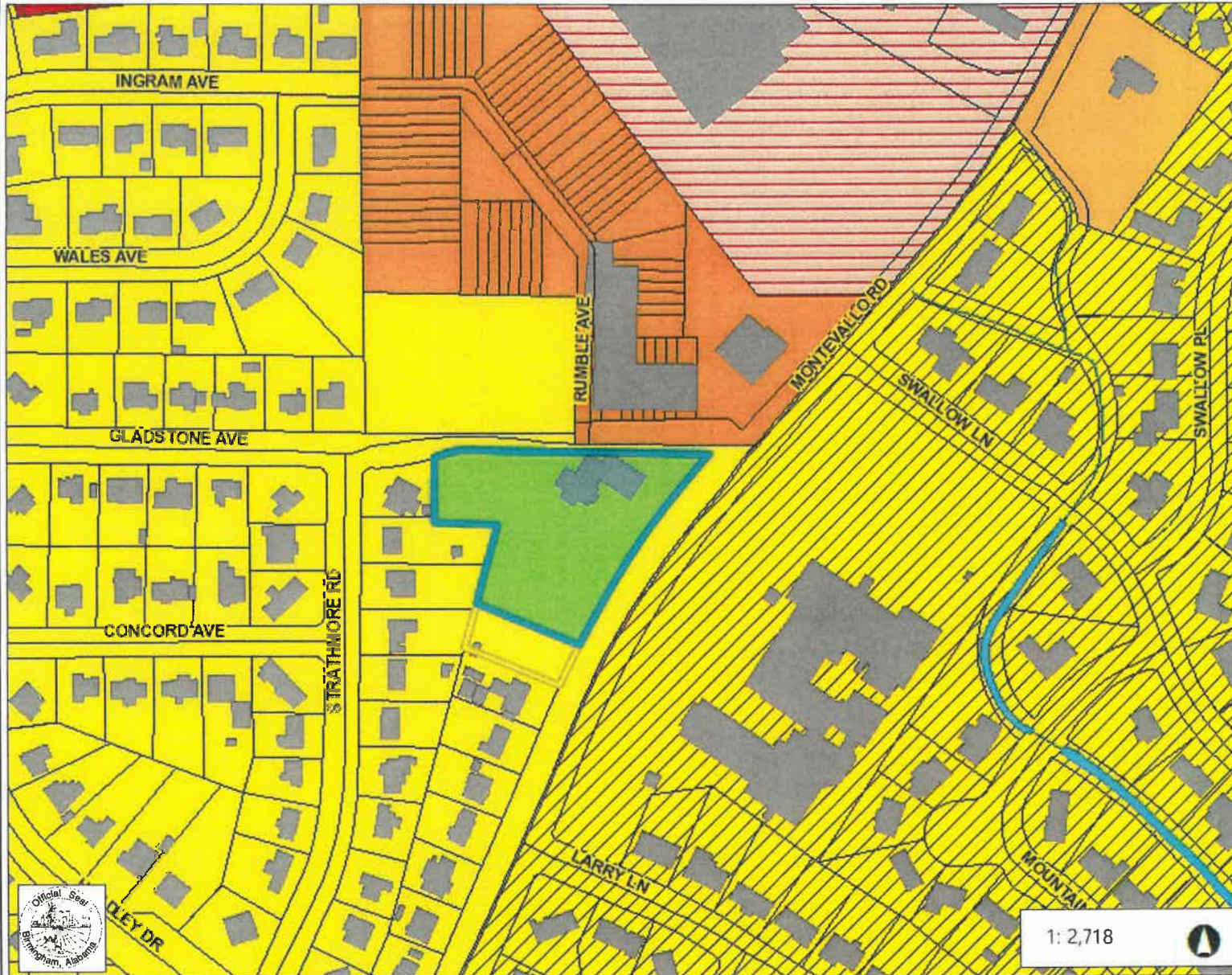
No Harm to Public Welfare. The granting of the variance will not be detrimental to the public welfare, increase the congestion in public streets, or increase the danger of fire, or imperil the public safety, or in any other respect impair the health, safety, comfort, morals, or general welfare of the inhabitants of the City of Birmingham, and will not substantially impair the intent and purpose of this Ordinance. This variance would not create any harm to public welfare. In fact, it would help improve public welfare in that it would improve traffic conditions. Instead of each of our 17 homeowners pulling directly on to/off of Montevallo Road should the homes/garages front Montevallo, creating a substantial traffic problem, they will all enter/exit from the same location which is not the main thoroughfare of Montevallo Road. Having all 17 driveways coming off of Montevallo Road would not make sense.

The proposed development is a gated community featuring 17 fee simple townhomes. These homes will be 25' wide by 70' to 90' deep and include 2 car garages. They will likely average 2,300 feet or so with Master suites on the main level and will be built on slab foundations. Our road will be private and maintained by the HOA. We are going for an Old World aesthetic for the exteriors similar to townhomes we have built in the past. They will feature painted brick, natural stone, and cedar elements and we plan to install a decorative gas lantern on each home. I have attached a few photos of townhomes we have built in the past that we will try to mimic.



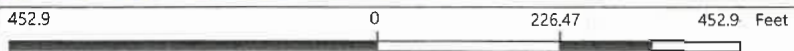






Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District

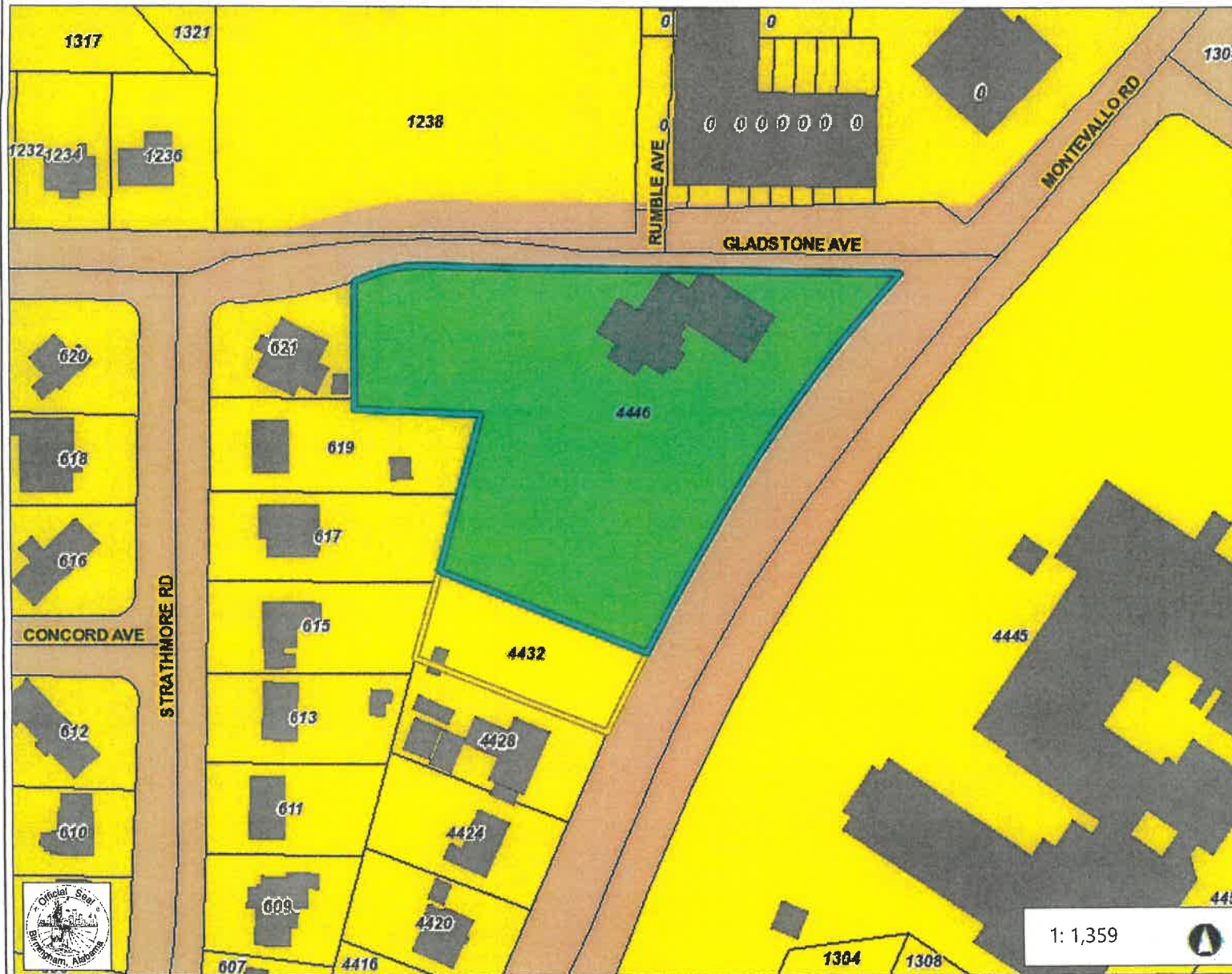
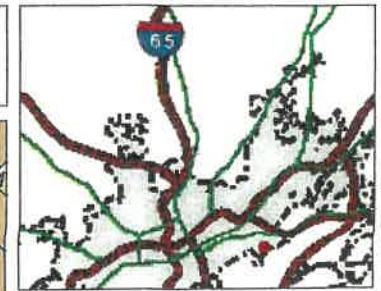


1: 2,718



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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Legend

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- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Adopted LandUse Plan
 - Residential-Low
 - Residential-Medium
 - Residential-High
 - Neighborhood Commercial
 - General Commercial
 - MXU-Low
 - MXU-Medium
 - MXU-High

1: 1,359



226.5 0 113.23 226.5 Feet

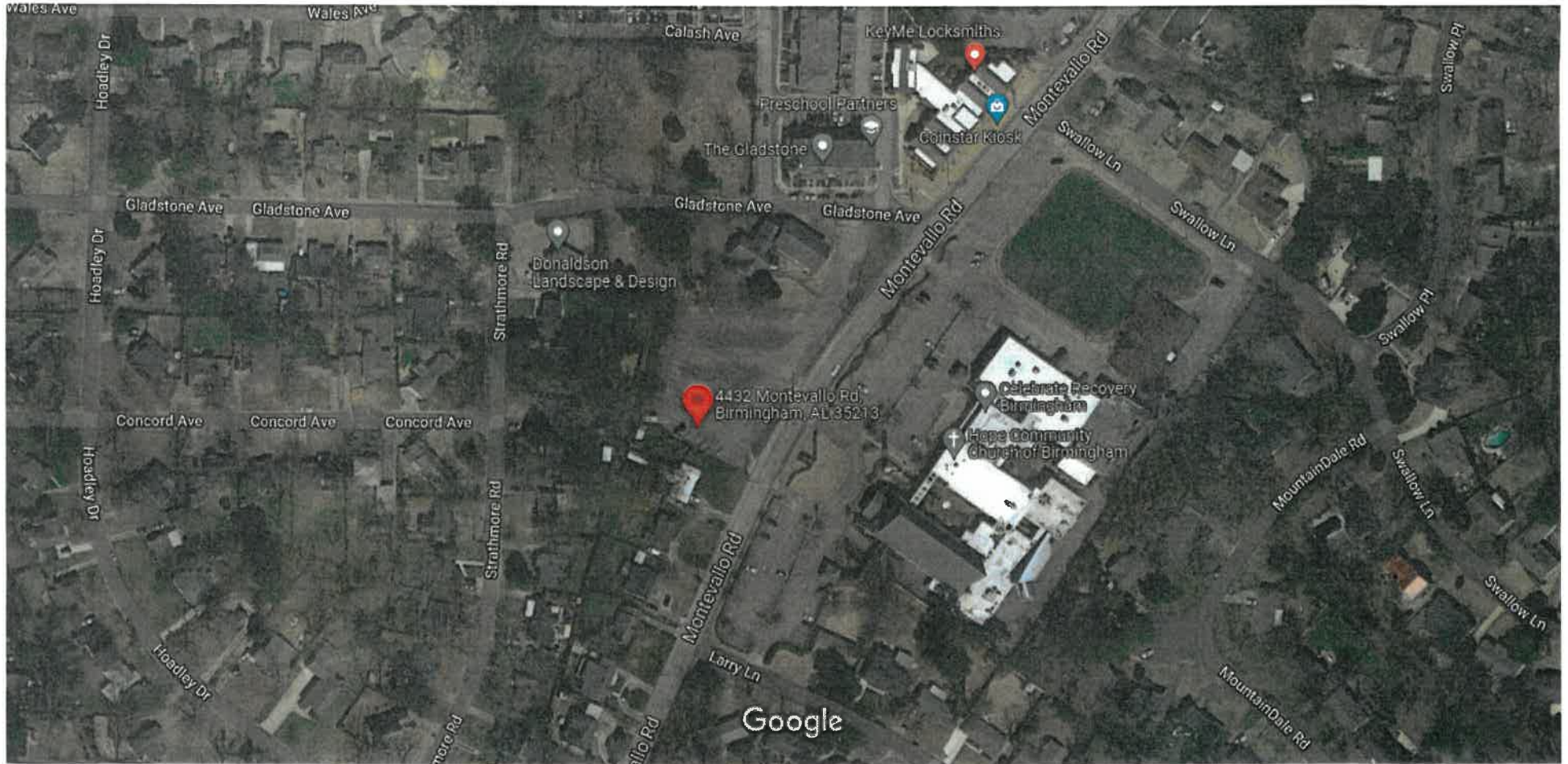
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Notes



4432 Montevallo Rd






ZBA2021-00062



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft

P:\2018\180250\54\CONCEPT\Montevallo Road Site Concept 25' WDB 17 units.dwg Monday, September 20, 2021 5:59:49 PM Mealey, Ryan

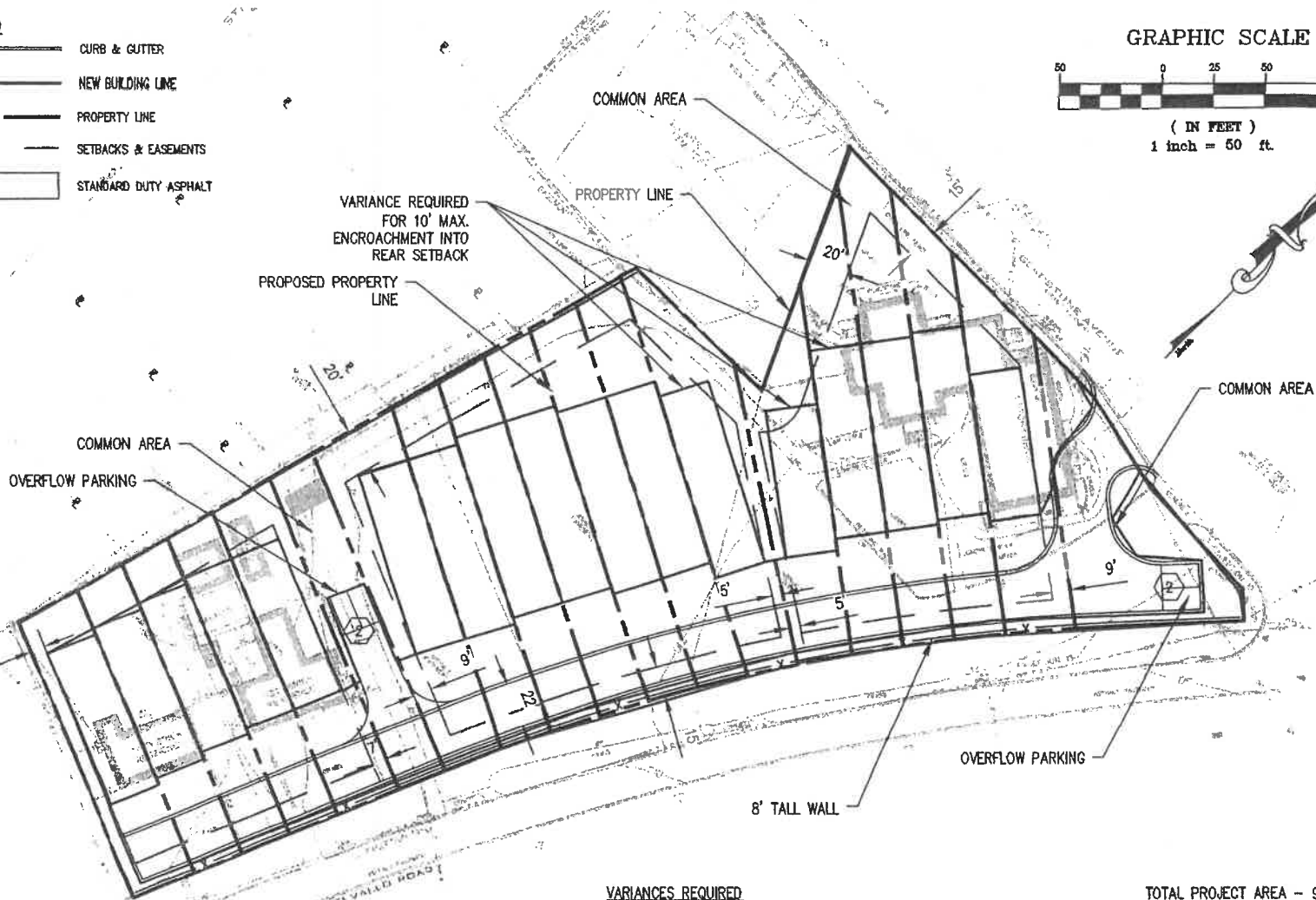
LEGEND

-  CURB & GUTTER
-  NEW BUILDING LINE
-  PROPERTY LINE
-  SETBACKS & EASEMENTS
-  STANDARD DUTY ASPHALT

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



VARIANCE REQUIRED FOR 10' MAX. ENCROACHMENT INTO REAR SETBACK

VARIANCES REQUIRED

1. ENCROACHMENT INTO REAR SETBACK.
- ~~2. 20% OPEN SPACE REQUIREMENT REQUESTED INSTEAD OF 35%.~~
3. IMPERVIOUS OVERFLOW PARKING AREAS.
4. 8' TALL WALL REQUESTED ON MONTEVALLO SIDE; 4' MAX. ALLOWED

TOTAL PROJECT AREA - 93,722 S.F.

17 TOTAL UNITS:
10-25' X 90' UNITS
5-25' X 80' UNITS
2-25' X 70' UNITS

D-5 ZONING SETBACKS
FRONT: 15'
REAR: 20'
SIDE: 5' MIN./14' AVERAGE

DATE	BY	SCALE	JOB NO.
NO.	REV.	DATE	NO.
<p>CONCEPTUAL SITE PLAN MONTEVALLO ROAD BIRMINGHAM, ALABAMA BRUCE/TICUS MEDIA BIRMINGHAM, ALABAMA</p>			
<p>Two Piedmont Park South Suite 500 East Birmingham, Alabama 35243 Phone: (205) 940-9420 Website: www.sain.com</p>			
<p>SAIN associates</p>		<p>encompassing smart. sustainable.</p>	
DRAWN BY	JOB NO.	SCALE	JOB NO.
CHKD. BY	DATE	DATE	DATE
PROJ. MGR.	DATE	DATE	DATE
SHEET NO.	<p>CN1</p>		

ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18, 2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Chambers

ZBA2021-00063

Central City Neighborhood

Request:

Variance to allow a projecting sign at 13.4 square feet instead of the 8 square feet allowed.

Applicant:

David Brandt

Location:

2317 3rd Ave N

Parcel # 012200361023002000

NE of Section 36, Township 17 S, Range 3 W

Applicant's Proposal:

The applicant is proposing a projecting sign for the business Morgan & Morgan.

Staff Analysis:

The subject property is currently zoned B-4 (Central Business District). The subject property is surrounded by parcels zoned B-4 (Central Business District). The property is not located the floodplain area; however, it is located in the Downtown Historic District and the 2nd Ave North Commercial Revitalization.

SECTION 8. PROJECTING SIGNS

Where permitted. Each occupant of a premise may display one projecting sign on each street or highway frontage in the following zoning districts:

1. MU-L, MU-M, MU-H, MU-D, C-1, C-2, HID

Size of projecting signs. Projecting signs may be no larger than 8 square feet.

Projecting signs must not project above the roofline or must not be more than 18 feet in elevation above the ground, whichever is lower.

Sign area. The sign area selected for display on a projecting sign must not exceed 8 square feet and must be subtracted from the total signable area allowed for the premise for attached signs under Section 5 in this chapter.

Additional limitations. The following additional limitations apply to projecting signs:

1. Projecting signs must clear sidewalks by at least eight feet and may project no more than four feet from a building or one-half the width of the adjacent sidewalk, whichever is less.

2. Projecting signs must be pinned away from the wall at least 6 inches and must

project from the wall at an angle of 90 degrees.

3. Projecting signs may be non-illuminated or externally illuminated only by downdirected light and shield fixtures.

Neighborhood Recommendation:

The ***Central City Neighborhood Association*** will vote prior to the meeting.

Staff's Recommendation to ZBA:

Staff believes the applicant has provided evidence to support the variance request; therefore, staff believes the request has merit for approval and should be **GRANTED** with the following conditions:

1. Review by the appropriate zoning inspector to insure compliance with the Board's decision.
2. All permits and certificate(s) of occupancy, if applicable, shall be obtained within two years of approval from the Board.

PARCEL ID: 012200361023002000

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2019

DATE: Friday, October 29, 2021 11:21:03 AM

OWNER: POTTERSVILLE LLC

ADDRESS: 307 FRANKLIN ST SE

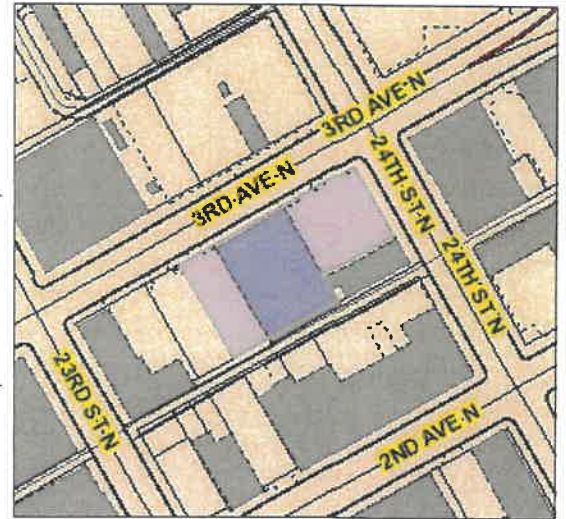
CITY/STATE: HUNTSVILLE AL

ZIP+4: 35801--4208

SITE ADDR: 2317 3RD AVE N

CITY/STATE: BHAM, AL

ZIP: 35203



LAND: \$528,800.00

BLDG: \$1,955,800.00

OTHER: \$0.00

AREA: 30,974.24

ACRES: 0.71

SUBDIVISION INFORMATION:

NAME BLK 82 CITY OF BHAM RES

BLOCK: 82

LOT: 2-A

:

Section: 36-17-3W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Downtown

Commercial Revitalization District: 2nd Avenue North

Fire District: In Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: In Tax Increment Financing District

Neighborhoods: Central City (1201)

Communities: Northside (12)

Council Districts: District - 5 (Councilor: Darrell O`Quinn)

Zoning Outline: B4

Demolition Quadrants: DEM Quadrant - 3

Impaired Watersheds: Not in Impaired Watersheds

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: In RISE Focus Area

Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: Not in EPA Superfund

Opportunity Zones: In Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.

10/20/2021

Request for signage variance located at:

Morgan & Morgan
2317 3rd Ave. North
Birmingham, AL

Request: We are requesting a 5.4 square foot size variance to be allowed a projecting sign at 13.4 square feet (allowed 8 square feet).

Hardship: Due to the nature of the logo/brand, an 8 square foot sign would yield lettering that is too small for proper readability as one approaches the building via 3rd Ave. North. Also, there are trees planted along 3rd Ave. North in front of the building which also make the sign problematic to read at times, so proper character height is particularly important in this case.

Standards for Variance Request

Physical Characteristics of the Property

2317 3rd Ave. North is a building along 3rd Ave. North with no setback other than the sidewalk. As such, a projecting sign is ideal for this business as it allows travelers (drivers and pedestrians) to identify the business as they approach the building, and also the entrance to the business.

Unique Characteristics

Based on the characteristics of the Morgan & Morgan logo, a sign at 13.4 square feet yields 8.5" lettering that would be sufficient enough for proper visibility as one travels along 3rd Ave. North, looking for the business and also the business entrance. Due to the nature of the logo/brand, an 8 square foot sign would yield lettering that is too small for proper readability as one approaches the building via 3rd Ave. North. Also, there are trees planted along 3rd Ave. North in front of the building which also make the sign problematic to read at times, so proper character height is particularly important in this case.

Hardship Not Self Imposed

There is nothing that the property ownership or tenant has done that has created a self-imposed hardship that would necessitate the allowance of this proposed sign.

Financial Gain Not Only Basis

The purpose of this proposed sign, at the slightly larger size, is only to allow for proper visibility for vehicular and pedestrian travelers along 3rd Ave. North to properly identify the business location in the building, and also their walk-in entrance.

No Injury to Neighboring Property

The proposed sign package poses no threat of injury to any of the neighboring properties.

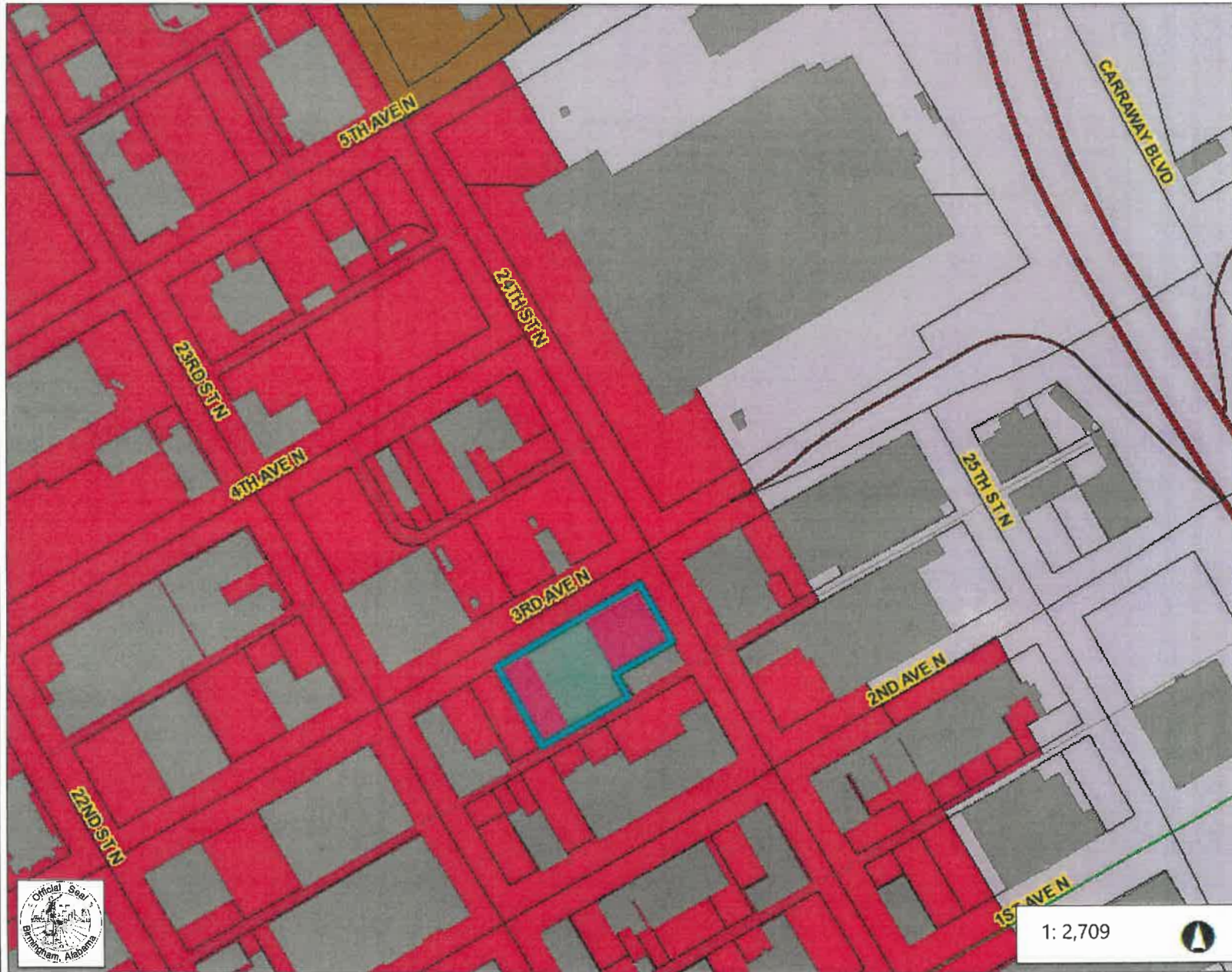
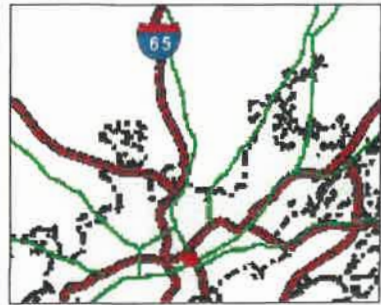
No Harm to Public Welfare

The proposed size, location and positioning of the proposed sign was developed as a function of optimal visibility and driver & pedestrian safety. They pose no threat of public welfare.

Please let me know if there are any questions, or if I can provide any additional information.

Regards,

David Brandt
Permit Division
Fravert Services
(205) 278-9612 direct
(205) 966-0970 cell

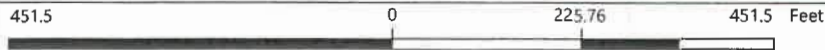


Legend

- Centerline Labels
- Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District

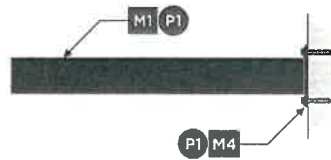


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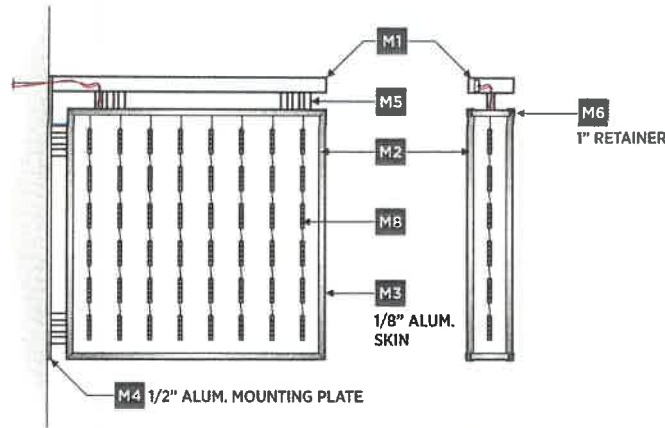


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Notes

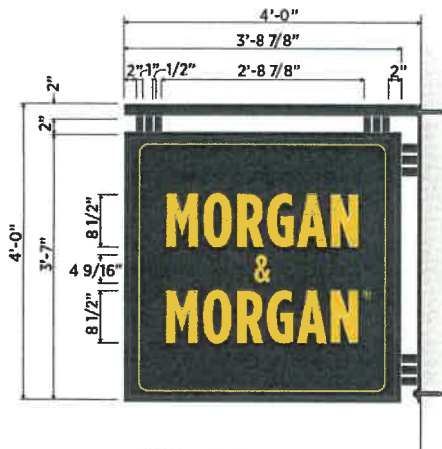


1 TOP VIEW
SCALE: 1:20

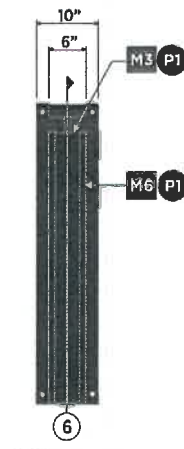


5 SECTION VIEW FRONT
SCALE: None

6 SECTION VIEW END
SCALE: None



2 SIDE A
SCALE: 1:20



3 END VIEW
SCALE: 1:20



4 SIDE B
SCALE: 1:20



7 CONCEPT PHOTO
SCALE: None

OVERVIEW

Internally Lighted Double-Sided Flag Signage

MATERIALS / FINISHES

- M1 2"x6" Alum. Tubing
- M2 .75" Sq. Alum. Tubing
- M3 .125" Alum. Panel
- M4 .5" Thick Alum. Plate
- M5 1" Sq. Alum. Tubing
- M6 1" Aluminum Angle
- M7 .125" White Lexan
- M8 LEDs
- P1 Paint: Black
- V1 C:3 M:1 Y:96 K:0 Yellow Digitally Printed w/ Black background

INSTALLATION

Mount flush to wall via hardware appropriate for wall type.

QTY: 2

ELECTRICAL

Dedicated Circuit - 120 VAC / 20 Amp

STATUS

Client Review



133 West Park Drive Birmingham, AL 35211
1205.940.7180 1.800.743.7191
1205.940.7190 - fax
www.fravert.com

Morgan & Morgan

DESIGN REF #: 21022402

Internally Lighted Double-Sided Blade Sign

EXTERIOR

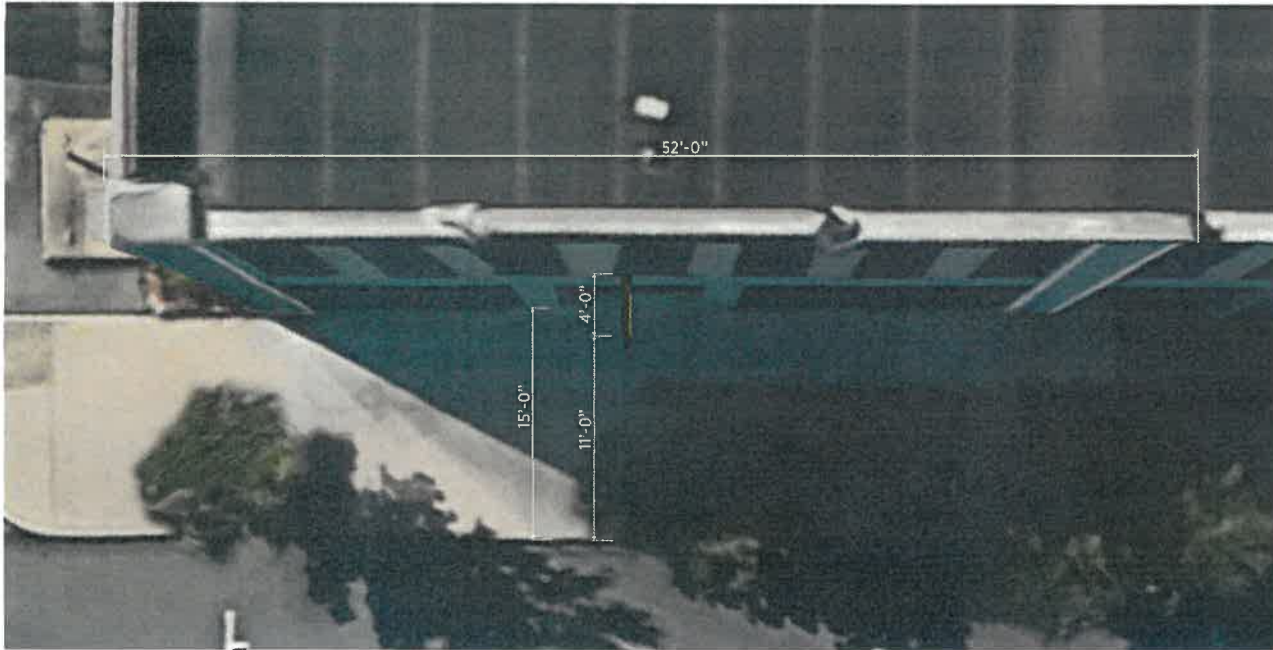
DESIGNER:
ABS

MANAGER:
DAVID BRANDT

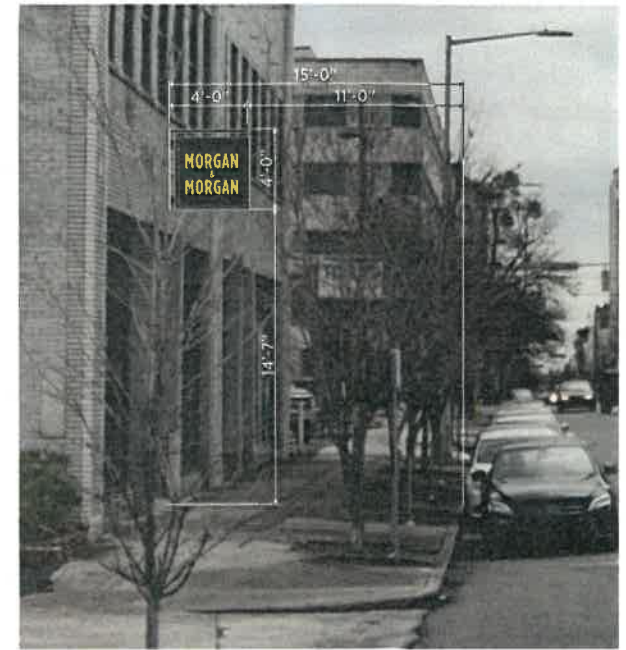
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PAGE:

1



TOP VIEW



SIDE VIEW



133 West Park Drive Birmingham, AL 35211
 1205.940.7180 1800.743.7191
 1205.940.7190 - fax
 www.fravert.com

Morgan & Morgan
 DESIGN REF #: 21022402

Tenant Panel Vinyl
 EXTERIOR

DESIGNER: ABS
 MANAGER: DAVID BRANDT

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PAGE: 2



FRONT VIEW



133 West Park Drive Birmingham, AL 35211
 1.205.940.7180 1.800.743.7191
 1.205.940.7190 - fax
 www.fravert.com

Morgan & Morgan
 DESIGN REF #: 21022402

DESIGNER: EXTERIOR ABS
 MANAGER: DAVID BRANDT

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PAGE:

3

ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18, 2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Chambers

ZBA2021-00064

East Thomas Neighborhood

Request:

Variance to allow a parking pad in the front yard.

Applicant:

Eddie Melton

Location:

1225 1st St W

Parcel # 012200274033005000

SE of Section 27, Township 17 S, Range 3 W

Applicant's Proposal:

The applicant is proposing a parking pad in the front of property to be able to park the car off the street.

Staff Analysis:

The subject property is currently zoned R-3 (Single Family District). The subject property is surrounded by parcels zoned R-3 (Single Family District). The property is not located the floodplain area nor in any design review districts. The left side of the property has an a/c unit and the side yard setback on the right side of the property is not large enough to install a legal driveway on the property. The adjacent properties on the block all have driveways.

Section 11. Residential Driveways.

A. All driveways, maneuvering areas, and parking spaces must be a suitable hard surface or pervious surface (see Chapter 5, Section 7, C.2) as approved by the City Engineer.

B. Driveways must provide continuous access to a parking space in a side or rear yard or driveways must provide continuous access to a garage within house or an attached carport that is built of similar materials to the main structure.

C. Parking spaces in side yard must extend 18 feet beyond front edge of house.

D. Parking spaces in side yard must also be at least 18 feet by nine feet.

E. Maneuvering areas in front yards shall be limited to 20 percent of the required front yard, including hammer-heads and circular drives, and must connect to an existing driveway providing continuous access to a parking space in the side or rear yard or a garage within the structure.

F. All maneuvering areas, including hammer-heads, and circular drives shall be considered parking spaces and shall count towards the maximum parking after a 100 percent increase has been applied to the maximum parking requirement for residential uses. Driveways

providing access to legal parking spaces shall not be counted as parking; provided that the driveway is designed to follow the shortest possible route to said legal parking spaces.

G. Driveways shall be no more than 12 feet wide at the right-of-way; except for driveways providing access to two-car garages, in which case, said driveway shall be no wider than 20 feet.

Neighborhood Recommendation:

The East Thomas Neighborhood Association will vote prior to the meeting.

Staff's Recommendation to ZBA:

Staff believes the applicant has provided evidence to support the variance request; therefore, staff believes the request has merit for approval and should be **GRANTED** with the following conditions:

1. Review by the appropriate zoning inspector to insure compliance with the Board's decision.
2. All permits and certificate(s) of occupancy, if applicable, shall be obtained within two years of approval from the Board.

PARCEL ID: 012200274033005000

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2019

DATE: Monday, November 1, 2021 12:46:33 PM

OWNER: MELTON EDDIE & SHIRLEY

ADDRESS: 1225 1ST ST W

CITY/STATE: BIRMINGHAM AL

ZIP+4: 35204--2305

SITE ADDR: 1225 1ST ST W

CITY/STATE: BHAM, AL

ZIP: 35204



LAND: \$7,000.00

BLDG: \$18,900.00

OTHER: \$0.00

AREA: 7,618.13

ACRES: 0.17

SUBDIVISION INFORMATION:

NAME SMITHFIELD (NORTH)

BLOCK: 42

LOT: 6-8

Section: 27-17-3W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Not in Historic Districts

Commercial Revitalization District: Not in Commercial Revitalization District

Fire District: Not in Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: Not in Tax Increment Financing District

Neighborhoods: Ea Thomas (1602)

Communities: Smithfield (16)

Council Districts: District - 9 (Councilor: LaTonya Tate)

Zoning Outline: R3

Demolition Quadrants: DEM Quadrant - 3

Impaired Watersheds: Impaired Watershed - Upper Village Creek

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: In RISE Focus Area

Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: Not in EPA Superfund

Opportunity Zones: In Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.

Physical Characteristic

1. The hardship is not being able to park off street. It's a danger to have to walk so far to get in and out of one's vehicle.

The yard is very uneven and slopped that makes it difficult to climb up to the steps. A driveway would serve in so many positive ways. It would definitely upgrade property.

2. Unique Characteristic

A driveway would definitely be an asset to the property. It is not prevalent to other properties because the property near the driveway, the owner has already partition it off from said property. It would definitely be a ~~convenience~~ convenience to the property.

3. Hardship Not Self imposed

These actions are not because someone else has interest in the property.

4. Financial Gain Not only Basis

Financial Gain is by no means the reason that we are asking for the variance.

5. No Injury to the Neighboring Property

As stated earlier, this variance will improve the said property and in no way interfere with other properties.

6. No harm to public welfare

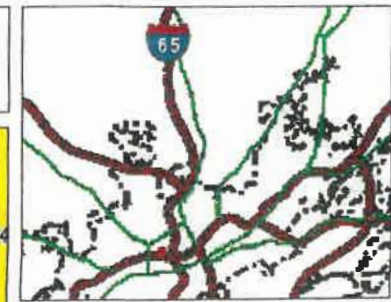
This variance will in no way congest the street of the property. As a matter of fact, getting the vehicles off the street will improve clearing the street.

It will also improve the safety of fire, safety, health, comfort, morals, or general welfare of the inhabitants of the City of Birmingham, and will not impair the intent and purpose of the ordinance.

There are many houses in our community that have driveways and no garage or car port to drive into.

I really wondered why this house do not have a driveway, so now we are taking the time to rightfully seek a variance to have a driveway, especially for the safety of the occupants.

Actually, the reason that we want and need this variance is self explanatory. Everything on, that is on the zoning board of adjustment board is exactly why we are trying to obtain it. It is in the best interest of everybody and everything stated!!

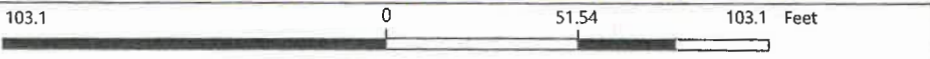


Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District

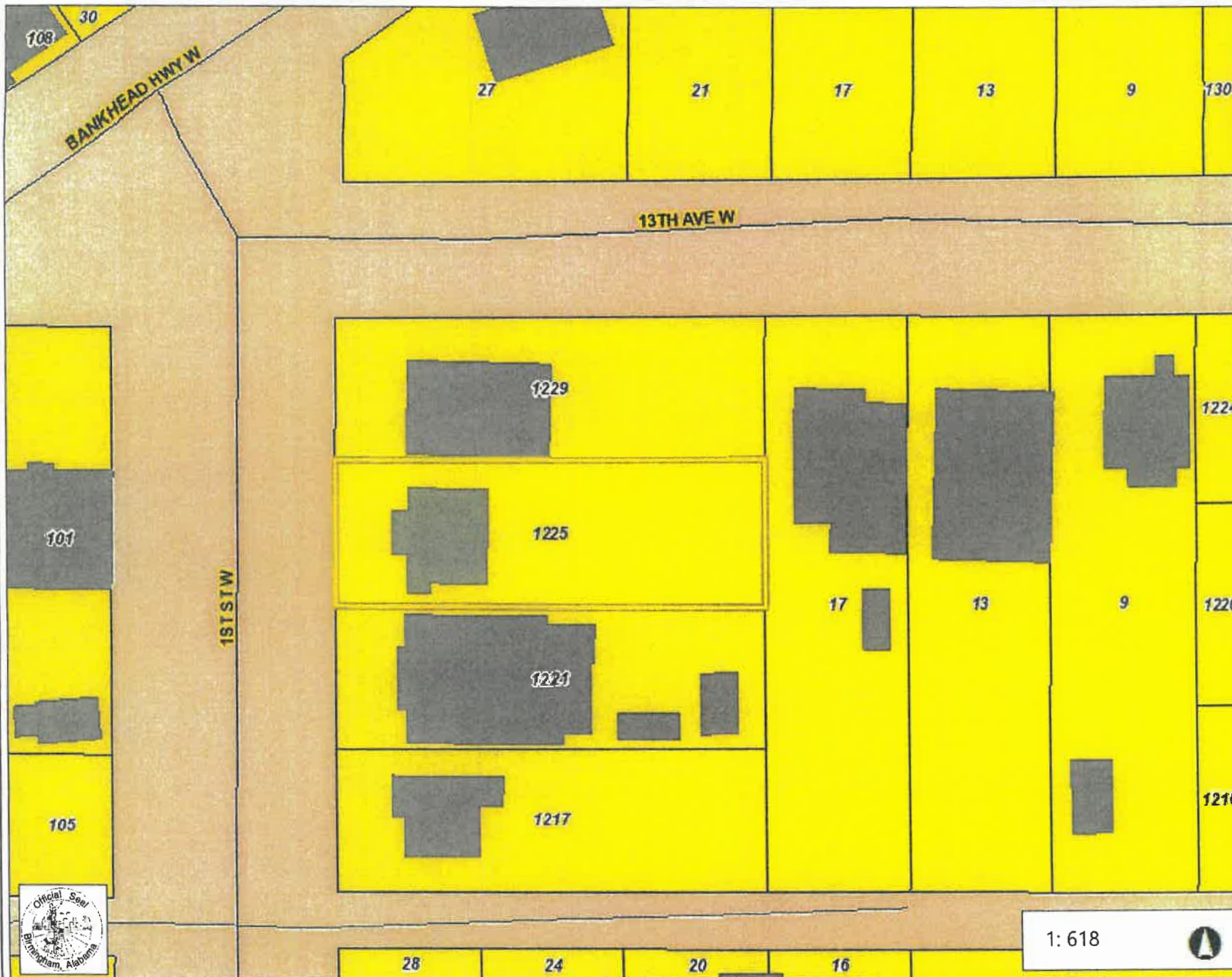
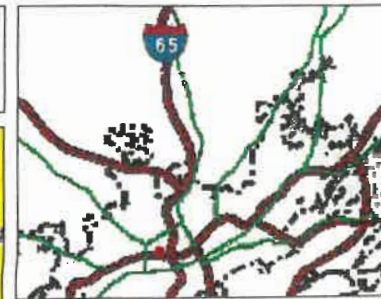


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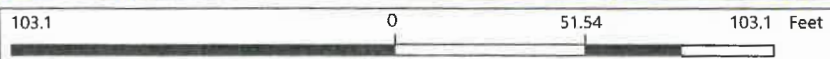
Notes



Legend

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- Railroad
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- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Adopted LandUse Plan
 - Residential-Low
 - Residential-Medium
 - Residential-High
 - Neighborhood Commercial
 - General Commercial
 - MXU-Low
 - MXU-Medium
 - MXU-High

1: 618



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Notes



1225 1st St W

ZBA2021-00064



Image capture: Feb 2019 © 2021 Google

Birmingham, Alabama

Google

Street View - Feb 2019



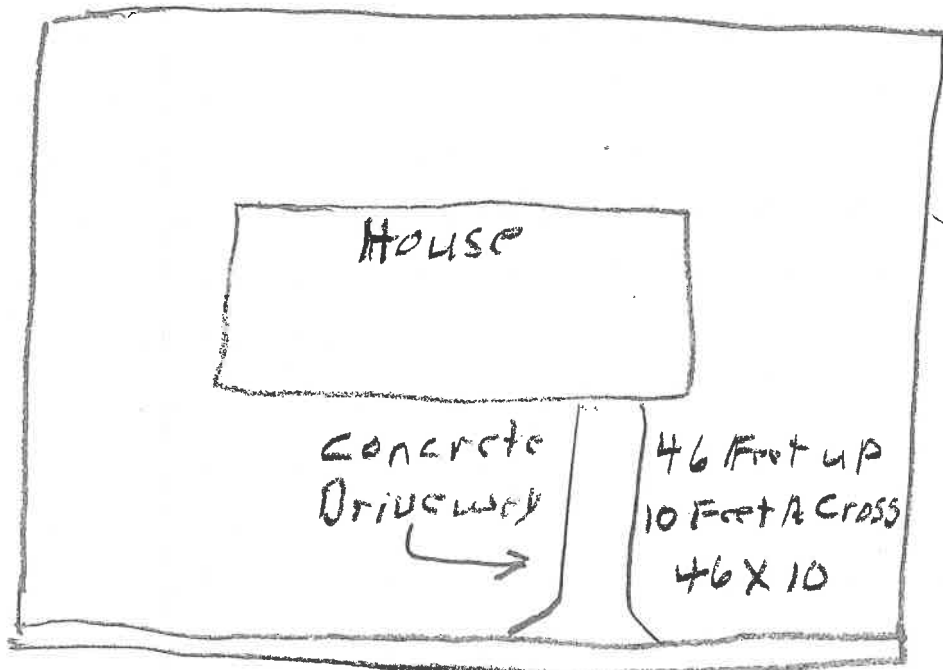
1225 1st St W

ZBA2021-00064



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 20 ft

Case H
1225 1st West
Bham AL 35204



↑
CURVE 12 Feet A Cross
1st Street West

ZONING BOARD OF ADJUSTMENT

Meeting Date: November 18, 2021

Time: 2:00 P.M.

Pre-Meeting: 1:00 P.M.

Place: City Council Chambers

ZBA2021-00065

Fountain Heights Neighborhood

Request:

Parking modification to allow 0 off-street parking instead of the required 96 off-street parking spaces.

Applicant:

Stefan Graeber

Location:

1531 3rd Ave N, Birmingham AL 35203

Parcel #012200363029001000

SW of Section 36, Township 17 S, Range 3 W

Applicant's Proposal:

The applicant is proposing an office building.

Staff Analysis:

The subject property is currently zoned M-1 (Light Industrial District). The subject property is surrounded by parcels zoned M-1 (Light Industrial District, while property located east are zoned B-4, Central Business District. The property is not located in the flood plain area; however, it is located in the Downtown West; 4th Ave North Commercial Revitalization District.

The applicant is proposing an office building. According to Title 1 Chapter 5 Section 4.O, it requires 1 parking space per 400sf of GFA for an office (38,130sf) requiring 96 spaces. The applicant did not provide any parking on-site; therefore, a parking study was provided. There are no other parking modification within the 1,320ft radius. Based upon the parking study the least amount parking available is 280 spaces; therefore, there is surplus parking. The applicant also provided documentation of public parking lots within 1,320ft radius. The parking lot at 1518 3rd Ave N has 96 spaces available and the parking lot at 1601 2nd Ave N has 29 parking spaces available.

Neighborhood Recommendation:

The *Fountain Heights Neighborhood Association* will take a vote prior to the meeting.

Staff's Recommendation to ZBA:

Staff's Recommendation to ZBA:

Staff believes the applicant has provided evidence to support the modification based upon the applicant providing documentation of surplus parking, staff believes the modification request has merit for approval and should be **GRANTED** with the following conditions:

1. Review by the appropriate zoning inspector to insure compliance with the Board's decision.
2. All permits and certificate(s) of occupancy, if applicable, shall be obtained within two years of approval from the Board.

PARCEL ID: 012200363029001000

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2019

DATE: Monday, November 1, 2021 1:45:35 PM

OWNER: TECH VILLAGE LLC

ADDRESS: 2 NORTH 20TH ST STE 1700

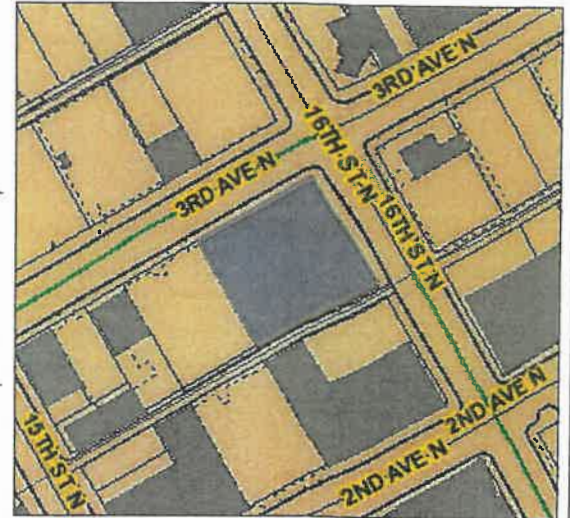
CITY/STATE: BIRMINGHAM AL

ZIP+4: 35232

SITE ADDR: 1531 3RD AVE N

CITY/STATE: BHAM, AL

ZIP: 35203



LAND: \$189,000.00

BLDG: \$272,100.00

OTHER: \$0.00

AREA: 21,197.82

ACRES: 0.49

SUBDIVISION INFORMATION:

NAME BIRMINGHAM BLOCKS

BLOCK: 90

LOT: 1-4

Section: 36-17-3W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Not in Historic Districts

Commercial Revitalization District: Downtown West; 4th Avenue North

Fire District: In Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: In Tax Increment Financing District

Neighborhoods: Fountain Hghts (1204)

Communities: Northside (12)

Council Districts: District - 5 (Councilor: Darrell O`Quinn)

Zoning Outline: M1

Demolition Quadrants: DEM Quadrant - 3

Impaired Watersheds: Not in Impaired Watersheds

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: In RISE Focus Area

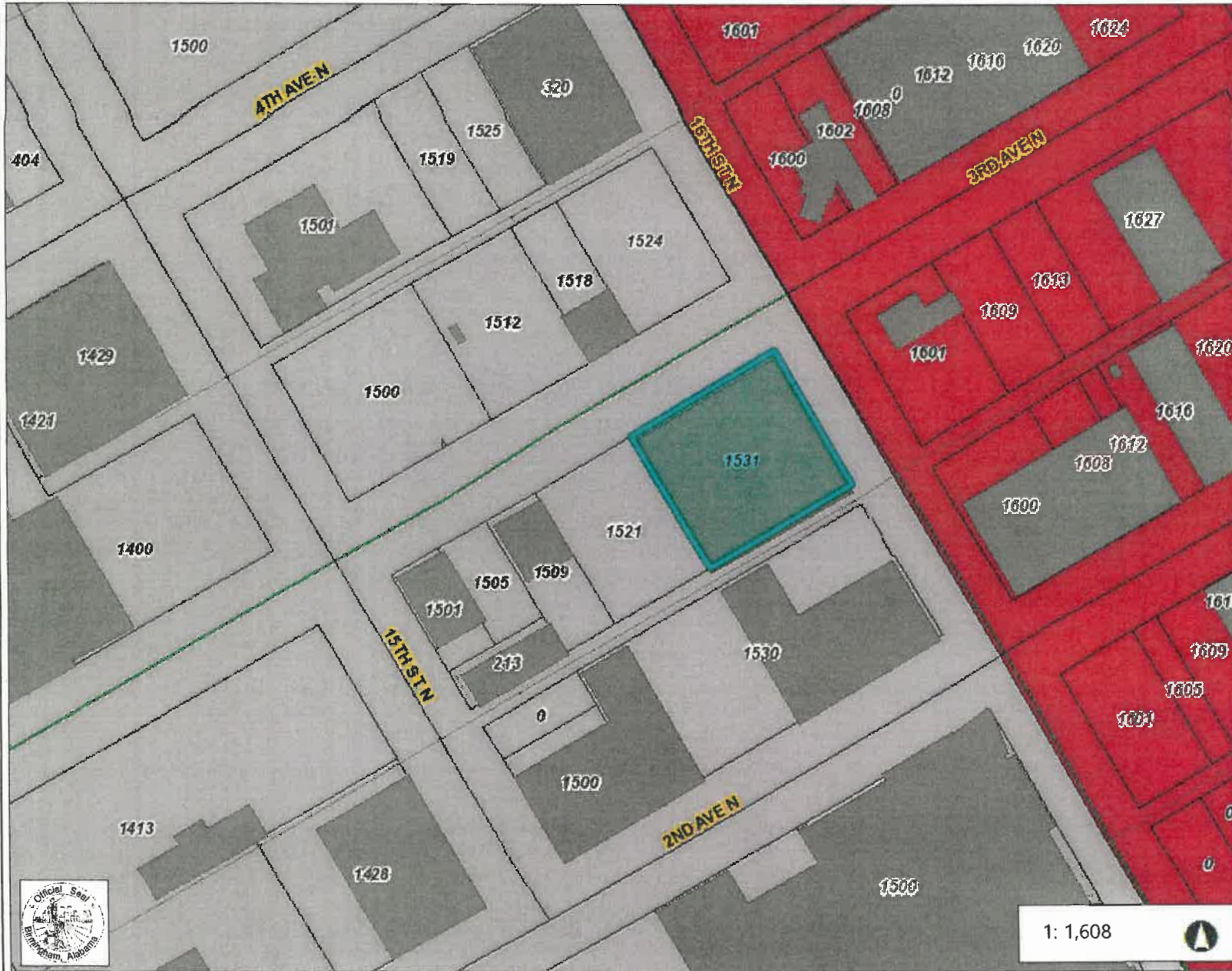
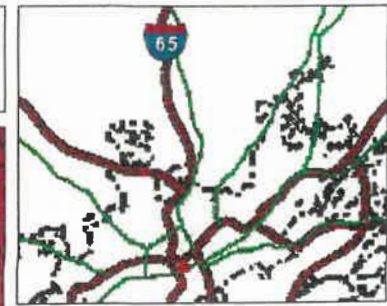
Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: Not in EPA Superfund

Opportunity Zones: In Opportunity Zones

Judicial Boundaries: JEFFERSON

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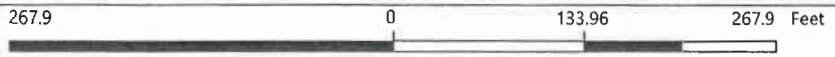


Legend

- Centerline Labels
- Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District

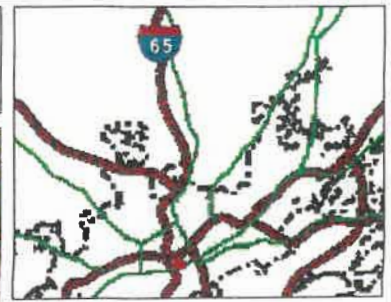


1:1,608



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Notes



Legend

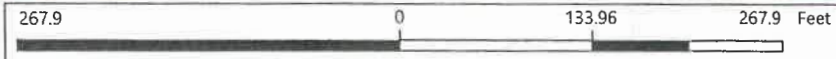
- Centerline Labels
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- Hydrology Lines
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- Parcels
- City Parks
- Airport

Adopted LandUse Plan

- Residential-Low
- Residential-Medium
- Residential-High
- Neighborhood Commercial
- General Commercial
- MXU-Low
- MXU-Medium
- MXU-High



1: 1,608



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Notes

NEXTEC-EDWARDS MOTOR COMPANY RENOVATION

SITE INFORMATION

Nextec Address: 1531 3rd Ave N Zoning: M1
Remote Parking Lot 1 Address: 1518 3rd Ave N Zoning: M1
Remote Parking Lot 2 Address: 1601 2nd Ave N Zoning: B4
Building Area with Basement: 60,040 SF
Building Height: 45'-9"

REMOTE PARKING

PARKING CALCULATION:

Proposed parking requirement is based on the usable area for tenants.

Usable area for tenants = 38,130 SF

1 space required per 400 SF = 96 spaces

PROVIDED OFF-STREET PARKING:

Larger Lot: 96 parking spaces, includes 4 ADA spaces (1 van space)

Smaller Lot: 29 parking spaces, includes 2 ADA spaces (1 van space)

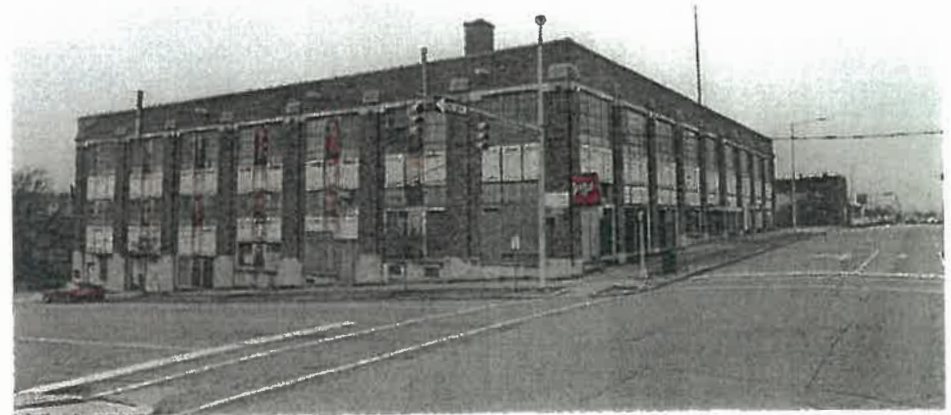
Total Parking Count: 125 Spaces, 29 more than requirement

ON-STREET PARKING

Parking count is based on a 5 min walk from site.

Available weekday parking* = ~334 spaces

*Average measurement taken at 10:00am, 2:00pm, and 6:00pm for both days studied.



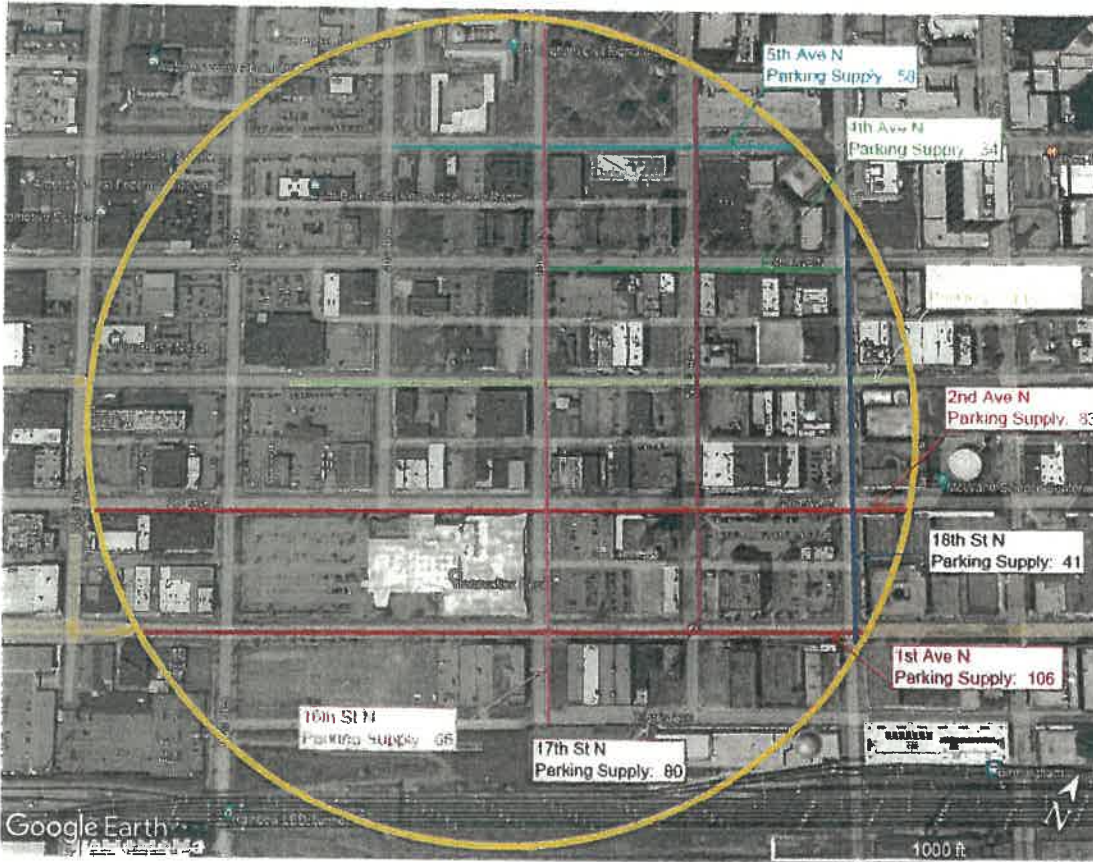
Existing Historic Edwards Motor Company Building

VICINITY MAP



PARKING STUDY

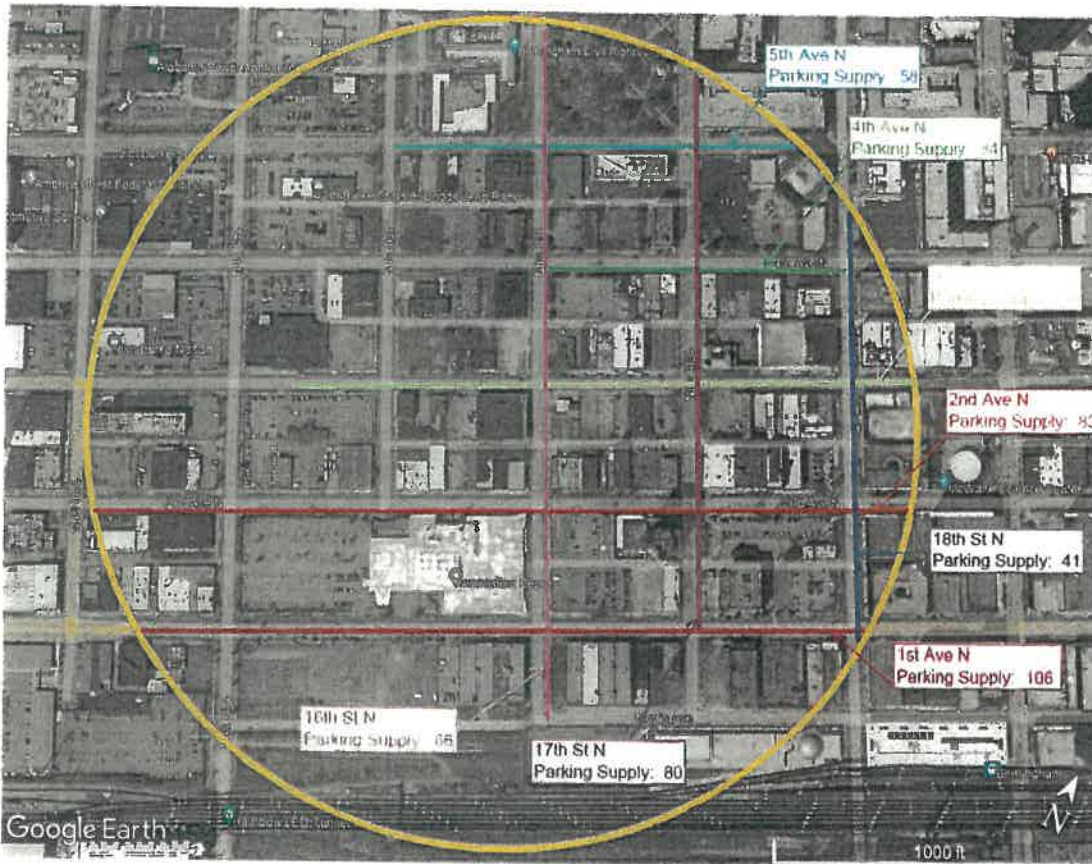
Friday, October 21, 2021



On Street Parking Location	Parking Supply 5 Minute Walk	Empty Spaces		
		10am	2pm	6pm
5th Ave N (between 15th St and 18th St)	58	33	31	53
4th Ave N (between 16th St and 18th St)	34	15	10	20
3rd Ave N (between Edwards Chevrolet and 19th St)	70	33	38	44
2nd Ave N (between 13th St and McWane Science)	83	43	40	62
1st Ave N (between 13th St and 18th St)	106	67	55	84
18th St N (between 1st Ave and 5th Ave)	41	20	18	13
17th St N (between Morris Ave and Kelly Ingram Park)	80	54	43	47
16th St N (between Morris Ave and 6th Ave)	66	46	45	48
Totals	538	311	280	371

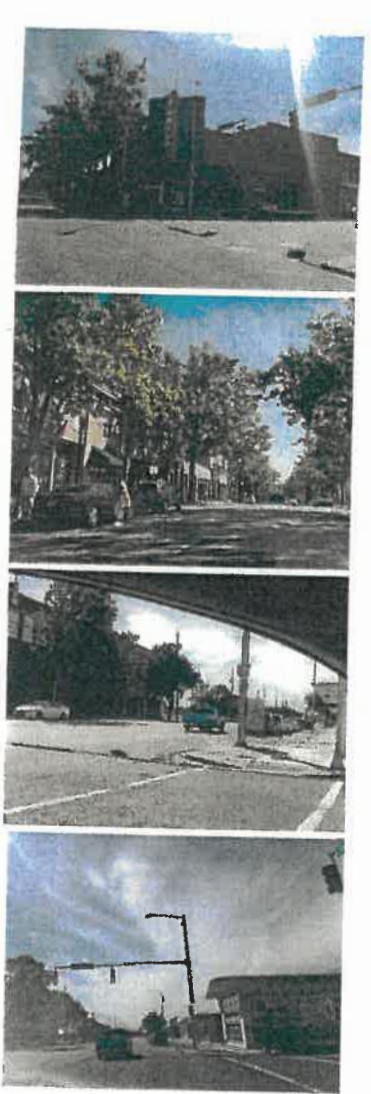
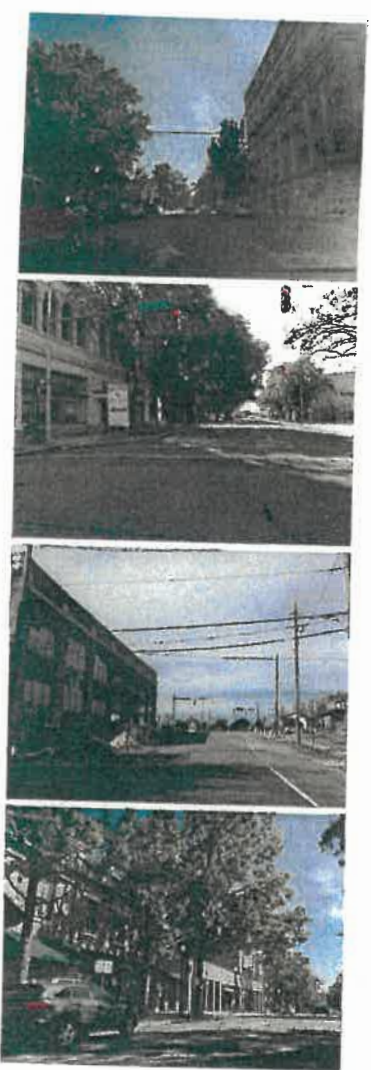
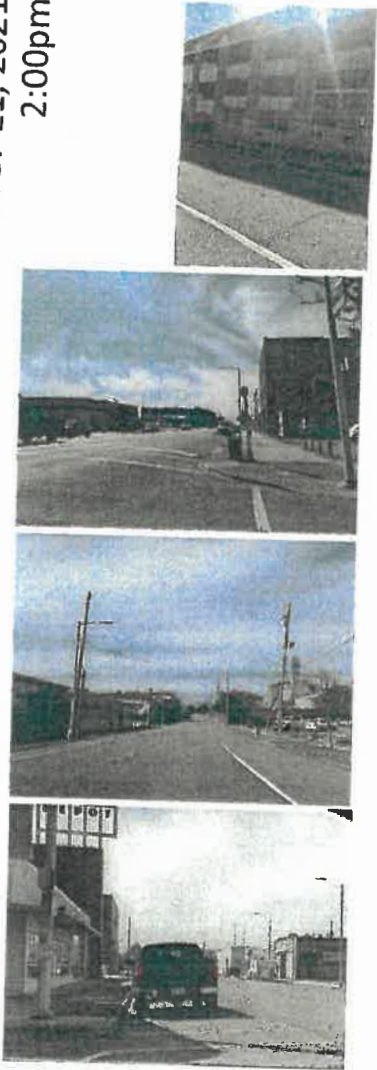
PARKING STUDY

Monday, October 25, 2021



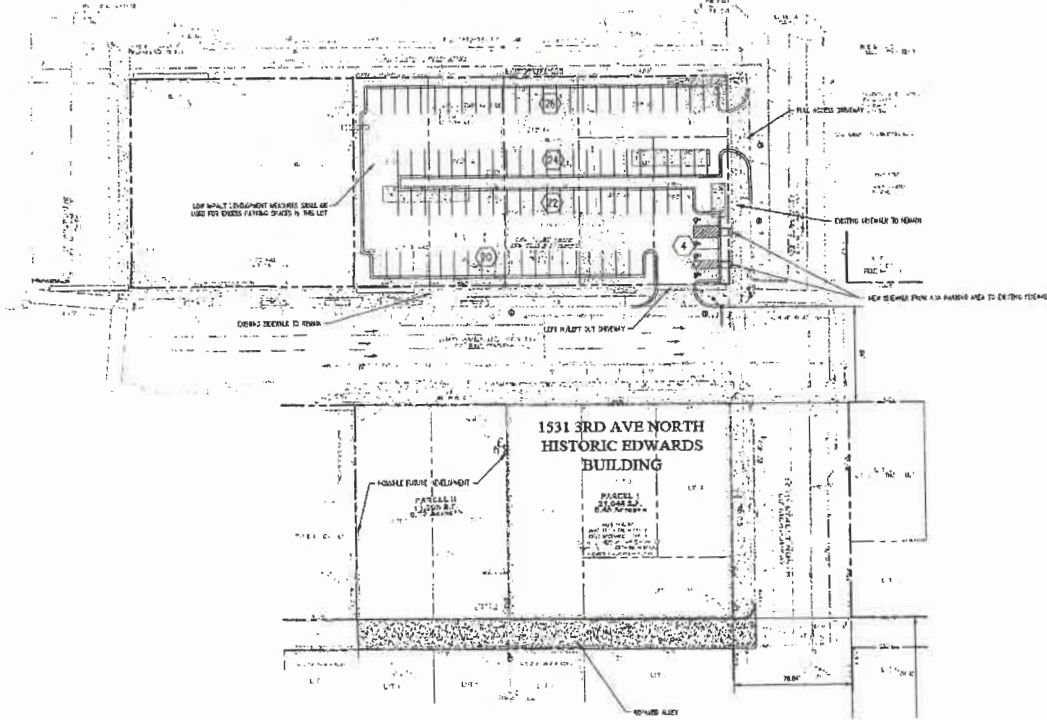
On Street Parking Location	Parking Supply 5 Minute Walk	Empty Spaces		
		10am	2pm	6pm
5th Ave N (between 15th St and 18th St)	58	29	27	42
4th Ave N (between 16th St and 18th St)	34	9	15	28
3rd Ave N (between Edwards Chevrolet and 19th St)	70	39	35	47
2nd Ave N (between 13th St and McWane Science)	83	39	38	74
1st Ave N (between 13th St and 18th St)	106	77	79	95
18th St N (between 1st Ave and 5th Ave)	41	13	13	28
17th St N (between Morris Ave and Kelly Ingram Park)	80	49	51	58
16th St N (between Morris Ave and 6th Ave)	66	56	52	50
Totals	538	311	310	422

PARKING REVIEW
October 21, 2021
2:00pm



PROPOSED REMOTE PARKING

1518 3RD AVE NORTH REMOTE PARKING LOT



EXISTING SIDEWALK EXTENDS FROM NECOR TO PROPOSED PARKING LOT

EXISTING AND LANDSCAPED AREA TO BE REMOVED FOR PROPOSED DRIVEWAY

EXISTING SIDEWALK TO REMAIN

RIGHT IN/RIGHT OUT DRIVEWAY

RIGHT OUT DRIVEWAY

PARALLEL PARKING SPACES

1601 2ND AVE NORTH REMOTE PARKING LOT

