



Vestavia Hills
Board of Zoning Adjustment Agenda
January 15, 2026
6:00 PM

1. Roll Call
2. Approval Of Minutes
3. BZA-25-22 **David Brouillette** is requesting a **Side Setback Variance** for the property located at **1636 Panorama Drive**. The purpose of this request is to reduce the side setback to 7.5' setback (up to easement) in lieu of the required 15', to build a garage. The property is owned by David Brouillette and is zoned **Vestavia Hills R-2**.
4. BZA-25-25 **Daniel Statum** is requesting a **Front Setback Variance** for the property located at **3343 Cherry Tree Lane**. The purpose of this request is to reduce the front setback to 32' in lieu of the required 50' (recorded), to build a garage addition. The property is owned by Chris McCallum and is zoned **Vestavia Hills R-1**.
5. BZA-25-26 **Leo Payne** is requesting a **Side Setback Variance** for the property located at **3420 Watertown Place**. The purpose of this request is to reduce the side setback to 6' in lieu of the required 15', to build a covered patio. The property is owned by Phillip and Barbara Esdale and is zoned **Vestavia Hills R-2**.
6. BZA-25-27 **Clayton Graves** is requesting a **Side Setback Variance** for the property located at **3416 East Street**. The purpose of this request is to reduce the side setback to 5' in lieu of the required 15', to build a small grilling deck. The property is owned by Clayton Graves and is zoned **Vestavia Hills R-2**.
7. BZA-25-21 **Kanti Sunkavalli** is requesting a **Parking Variance** for the property located at **633 Montgomery Highway**. The purpose of this request is to reduce the number of parking spaces required. The property is owned by Baker Crow and is zoned **Vestavia Hills B-1**.
8. Time Of Adjournment

CITY OF VESTAVIA HILLS
BOARD OF ZONING ADJUSTMENT
MINUTES

December 18, 2025

The Board of Zoning Adjustment of the City of Vestavia Hills met in regular session on this date at 6:00 PM. The roll was called with the following:

MEMBERS PRESENT:

Tony Renta, Chairman
Marty Martin, Alt
Vinay Patel, Alt

MEMBERS ABSENT

Stephen Greer
Loring Jones
Thomas Parchman

OTHER OFFICIALS PRESENT:

Jack Wakefield, Planner/GIS

Chairman Renta opened the floor and called on Mr. Wakefield to call roll. There being not enough members for a quorum, the hearing was postponed to Monday December 29, 2025.

At 6:10 PM, Mr. Patel made a motion to adjourn. The meeting adjourned at 6:10 PM.

CITY OF VESTAVIA HILLS
BOARD OF ZONING ADJUSTMENT
MINUTES

December 29, 2025

The Board of Zoning Adjustment of the City of Vestavia Hills met in regular session on this date at 6:00 PM. The roll was called with the following:

MEMBERS PRESENT:

Thomas Parchman, Acting Chairman
Vinay Patel, Alt

MEMBERS ABSENT

Stephen Greer
Loring Jones
Marty Martin, Alt
Tony Renta, Chairman

OTHER OFFICIALS PRESENT:

Jack Wakefield, Planner/GIS

After reconvening Acting Chairman Parchman opened the floor and called on Mr. Wakefield to call roll. There being not enough members for a quorum, the hearing was adjourned to the next regularly scheduled meeting on January 15, 2026.

At 6:05 PM, Mr. Patel made a motion to adjourn. The meeting adjourned at 6:05 PM.

Jack Wakefield, Planner/GIS



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

January 15, 2026

AGENDA ITEM

BZA-25-22 **David Brouillette** is requesting a **Side Setback Variance** for the property located at **1636 Panorama Drive**. The purpose of this request is to reduce the side setback to 7.5' setback (up to easement) in lieu of the required 15', to build a garage. The property is owned by David Brouillette and is zoned **Vestavia Hills R-2**.

BACKGROUND

7.5' Side Setback Variance to Reduce the Setback to 7.5' in Lieu of the Required 15'.

PLANNER'S REVIEW/RECOMMENDATION

The applicant is seeking a side setback variance to build an attached garage addition. The applicant claims the irregular-shaped lot causes a hardship. The garage will be placed at the same location as the existing carport. The carport actually sat within the lot line easement on the side property line, and that new garage will be pulled out of that easement. **This addition will not reside in the easement.** Given that this area is already impermeable, there will be no increase in impermeable surface on the lot. This is zoned Vestavia Hills R-2.

ATTACHMENTS

1. Application
2. Engineering Review
3. Close Up Site Plan
4. Survey Site Plan
5. Owner's Affidavit

Jack Wakefield
City Planner



Record No: BZA-25-22

Variance Application

Status: Active

Submitted On: 9/11/2025

Primary Location

1636 PANORAMA DR
VESTAVIA HILLS, AL 35216

Owner

David Brouillette
Panorama Drive 1636 Vestavia Hills, AL. 35216

Agenda Information

Agenda Scheduling

December 2025

Comments/Delay/Explanation

Applicant Information


I am filling this out as the

Owner

Subject Property Information

Subject Property Address

1636 Panorama Drive

Legal Description of Subject Property 

As recorded in MB 138, P.5 Jeff Co. AL.

LOT_3,_BLOCK_1_OF_CAFFEE'S_ADDITION_TO_
PANORAMA_SOUTH

Located in SE 1/4 of the NW 1/4 of section 6, township 19 south, range 2 West,
Vestavia Hills, Jefferson County, AL.

REASONS FOR REQUEST

Front Setback Variance

Rear Setback Variance

Side Setback Variance

Setback Required*

15'

Setback Requested*

7.5' (up to easement)

Other Setback Variance

Lot Area Variance

Lot Width Variance

Variance for location of a fence.

Sign Code Variance

A decision of the Zoning Official which the applicant believes to be contrary to the meaning of the Zoning Ordinance.

Other

ZONING

Vestavia Hills Zoning for the subject property is

R-2

PROJECT

Describe the scope of the project and/or the reason for requesting this variance.*

Single story 2 car garage attached to house via a covered open walkway from existing garage.

HARDSHIP

Please answer the following questions regarding hardship and briefly summarize and describe those things which you feel justify the action requested in the box below. An Undue Hardship is required in order to seek a variance. List, when necessary, the specific sections of the City Code(s) which have a bearing on your request. (Use additional space on separate page if necessary).*

Side setback

Before any variance is granted, the BZA must find that ALL of the following conditions exist. Please describe each of the following details in order for the BZA to determine if these warrants the described hardship.

1. There are extraordinary and exceptional conditions, which are peculiar to the piece of property in question because of its size, shape or topography, that are not applicable to the other lands or structures in the same district. Please explain:*

My property is irregular in shape

2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other owners of property in the District in which the property is located. Please explain:*

N/A

3. All literal interpretations of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by others of property in the district in which the property is located. Please explain:*

N/A

4. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare. Please explain:*

No issues with neighbors or general welfare

5. The special circumstances are not the intended result of the actions of the applicant (i.e., self-imposed hardship). Please explain:*

N/A

6. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure. Please explain:*

Because of irregular lot

7. The no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or non-conforming use of lands, structures, or building in other districts shall be considered grounds for the issuance of a variance.

8. That a variance will not allow the permanent establishment of a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.*


N/A

NOTE: In proving that an unnecessary hardship has been imposed on the property as a result of the strict interpretation of this Ordinance, the following conditions cannot be considered pertinent to the determination of whether or not an unnecessary hardship exists: (1) proof that a variance would increase the financial return from land; or (2) personal or economic hardship; or (3) self-imposed hardship. In other words, hardship alone is not sufficient to permit a variance. It must be an "unnecessary hardship." Mere financial loss of a kind, which might be common to all of the property owners in a district, is not an "unnecessary hardship."

OWNER AFFIDAVIT

I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. Simultaneously with the submittal of this application, I am hereby submitting a notarized affidavit signed by the owner of the property in the attachments section of this application. NOTE: Applications cannot be processed without the notarized owners affidavit. Owners authorization may be found on our main page.

Owner Signature

 David B Brouillette
Aug 27, 2025



Engineering Review

Record No. BZA-25-22

Status Completed

Became Active November 19, 2025

Type Approval

Due Date None

Assignee Ethan Fisher

Record No: BZA-25-22

Variance Application

Status: Active

Submitted On: 9/11/2025

Messages

Ethan Fisher

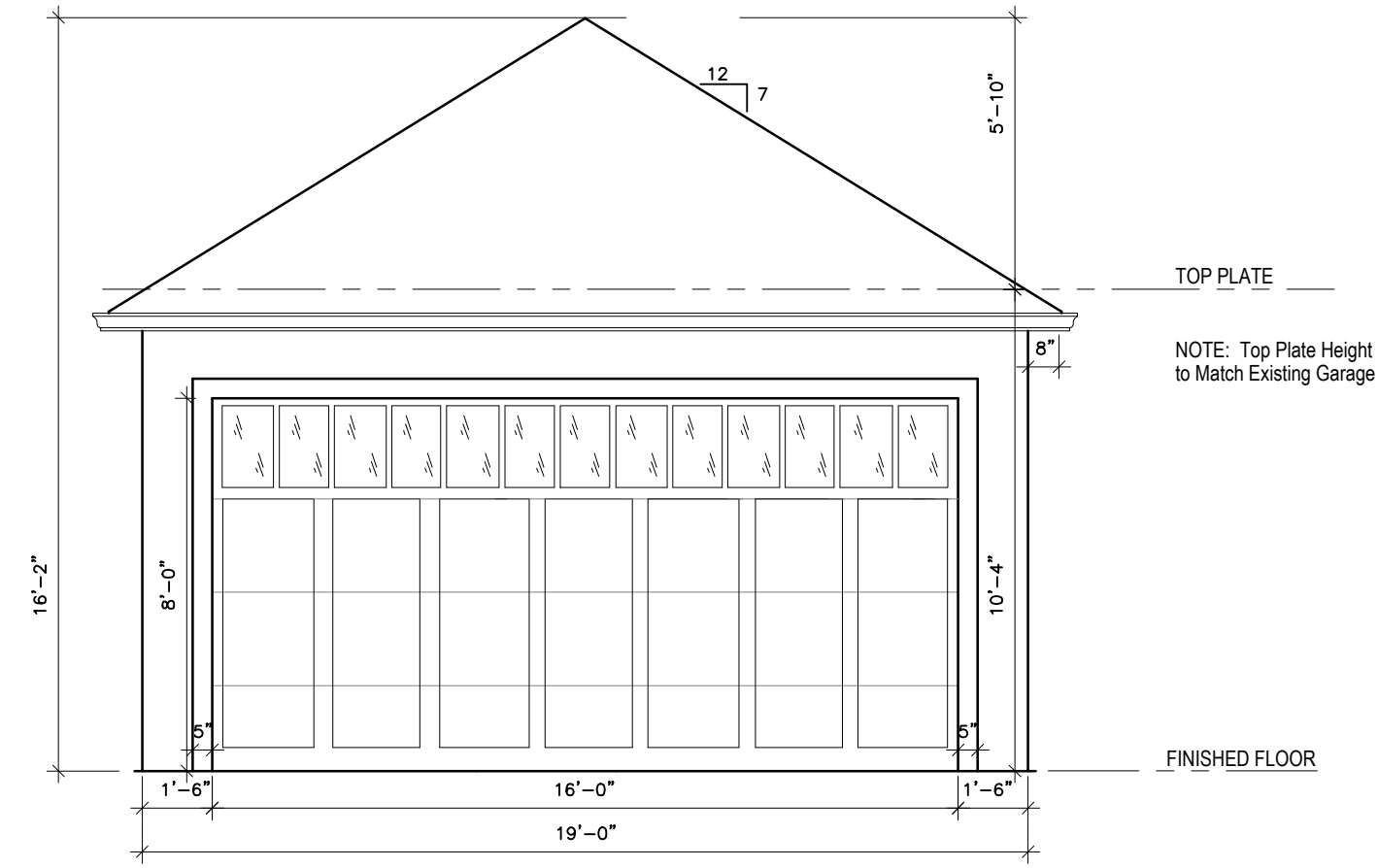
November 19, 2025 at 2:53 pm

Is this replacing where the carport is on site?

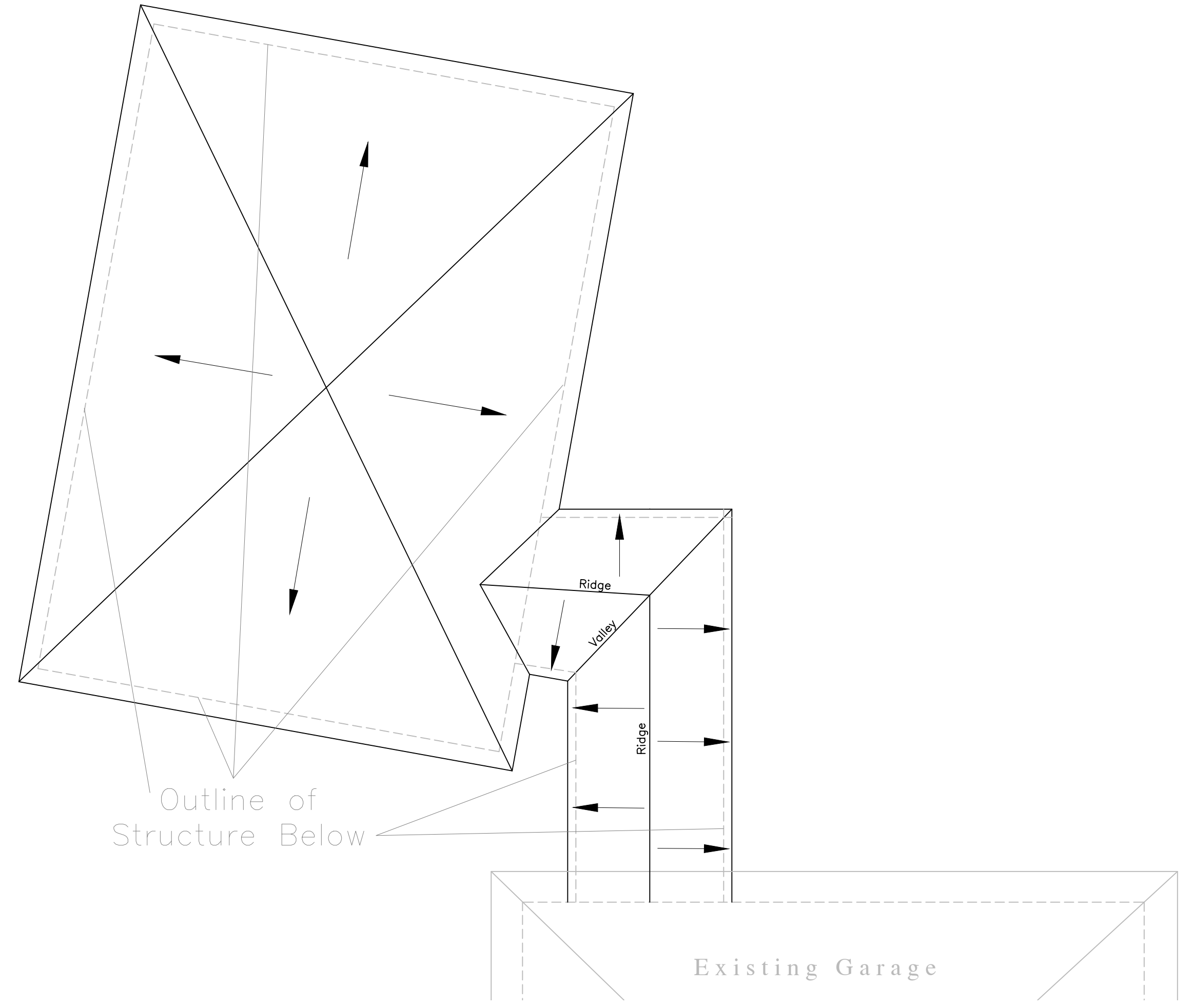
David Brouillette

December 2, 2025 at 1:20 pm

Yes, this is to replace the accessory building. The proposed garage will have a smaller footprint on the existing pad. Any pervious/impervious adjustments needed are going to occur on the front driveway/motor court. We will be scheduling steel inspections on first section next week. Thanks for the inquiry David

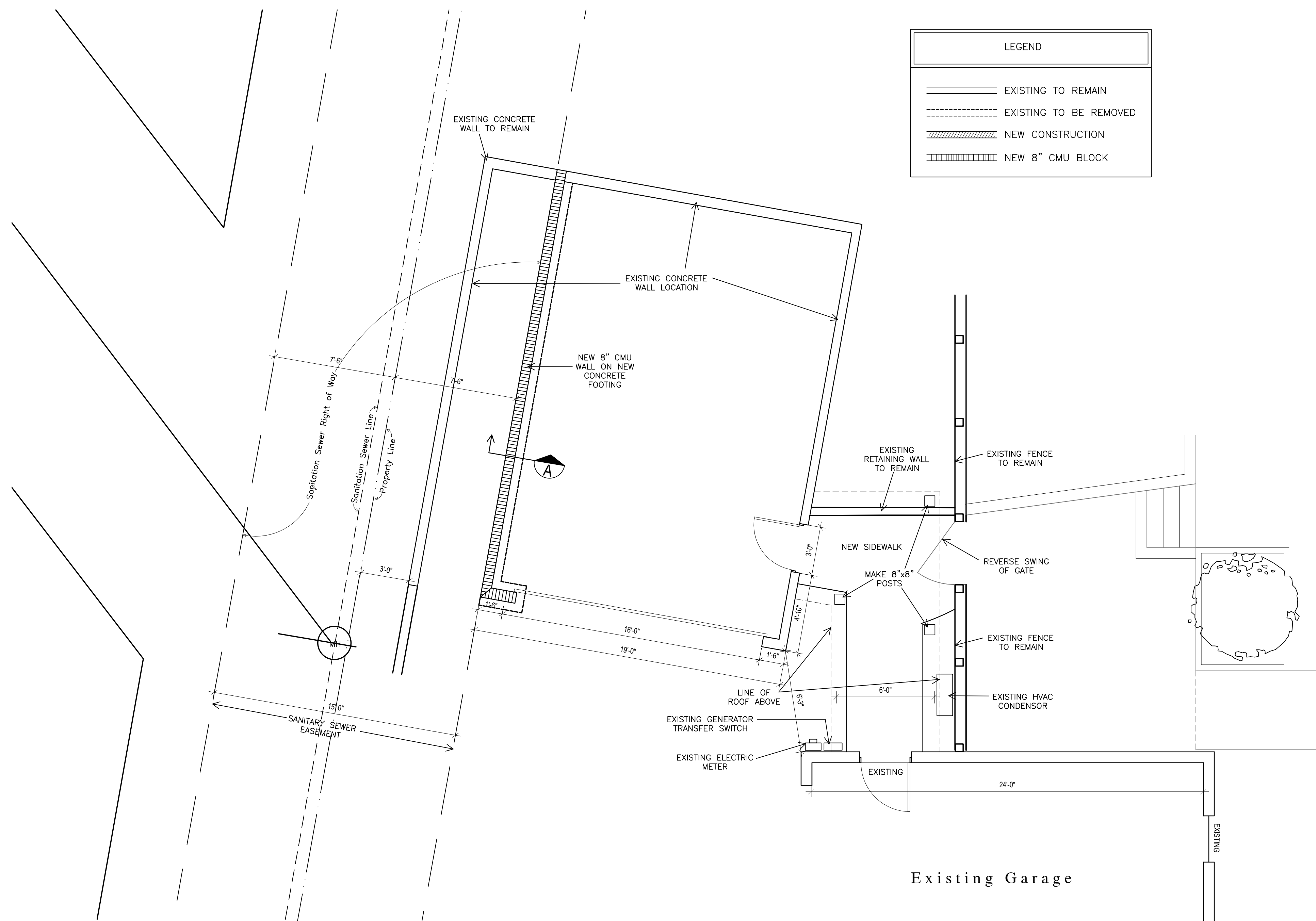


NEW GARAGE FRONT ELEVATION Scale: 1/4"=1'-0"

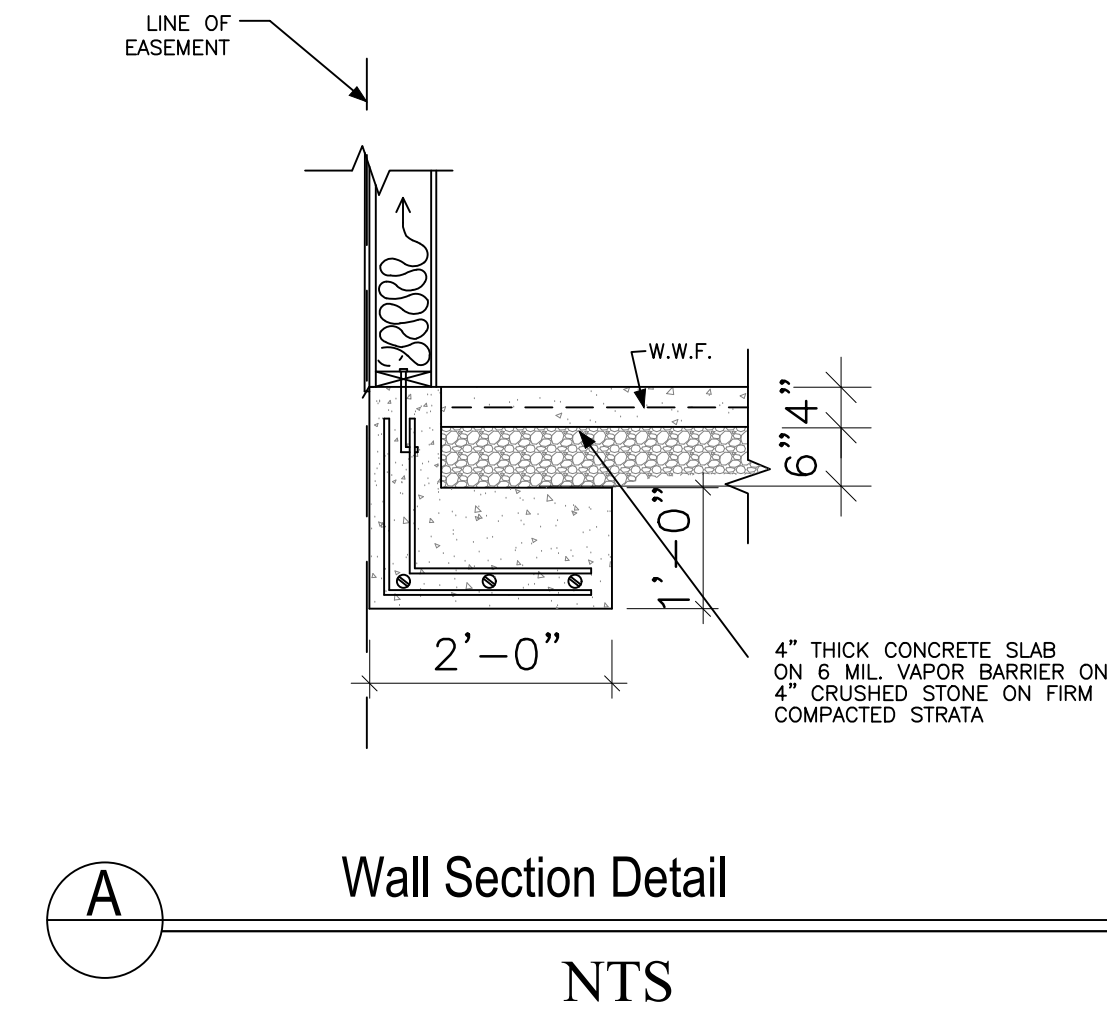


ROOF PLAN Scale: 1/4"=1'-0"

LEGEND	
	EXISTING TO REMAIN
	EXISTING TO BE REMOVED
	NEW CONSTRUCTION
	NEW 8" CMU BLOCK



NEW GARAGE PLAN Scale: 1/4"=1'-0"



Wall Section Detail
NTS

ADDITIONS AND ALTERATIONS TO THE
BROUILLETTE RESIDENCE
 VESTAVIA, ALABAMA
 1636 PANORAMA DRIVE



2310 LINDEN AVENUE
 BIRMINGHAM, ALABAMA 35209
 205.879.3134

JOB NO.
 SHEET TITLE
NEW GARAGE PLAN
 DATE: 11/06/25
 DRAWING SHEET

A1.0

SHEET OF

REYNOLDS SURVEYING CO., INC.

1572 Montgomery Highway, Suite 108
 Birmingham, Alabama 35216
 (205) 823-7900

PANORAMA SOUTH
 M.B. 85, PG. 18
 LOT 51

LOT 34



SCALE: 1" = 30'



- LEGEND**
- UTILITY POLE
 - GUY WIRE
 - RETAINING WALL
 - CONCRETE
 - X- FENCE
 - OE- OVERHEAD ELECTRICAL
 - IPF IRON PIN FOUND
 - IPS IRON PIN SET

STATE OF ALABAMA
 JEFFERSON COUNTY

"PARTIAL AS BUILT SURVEY"

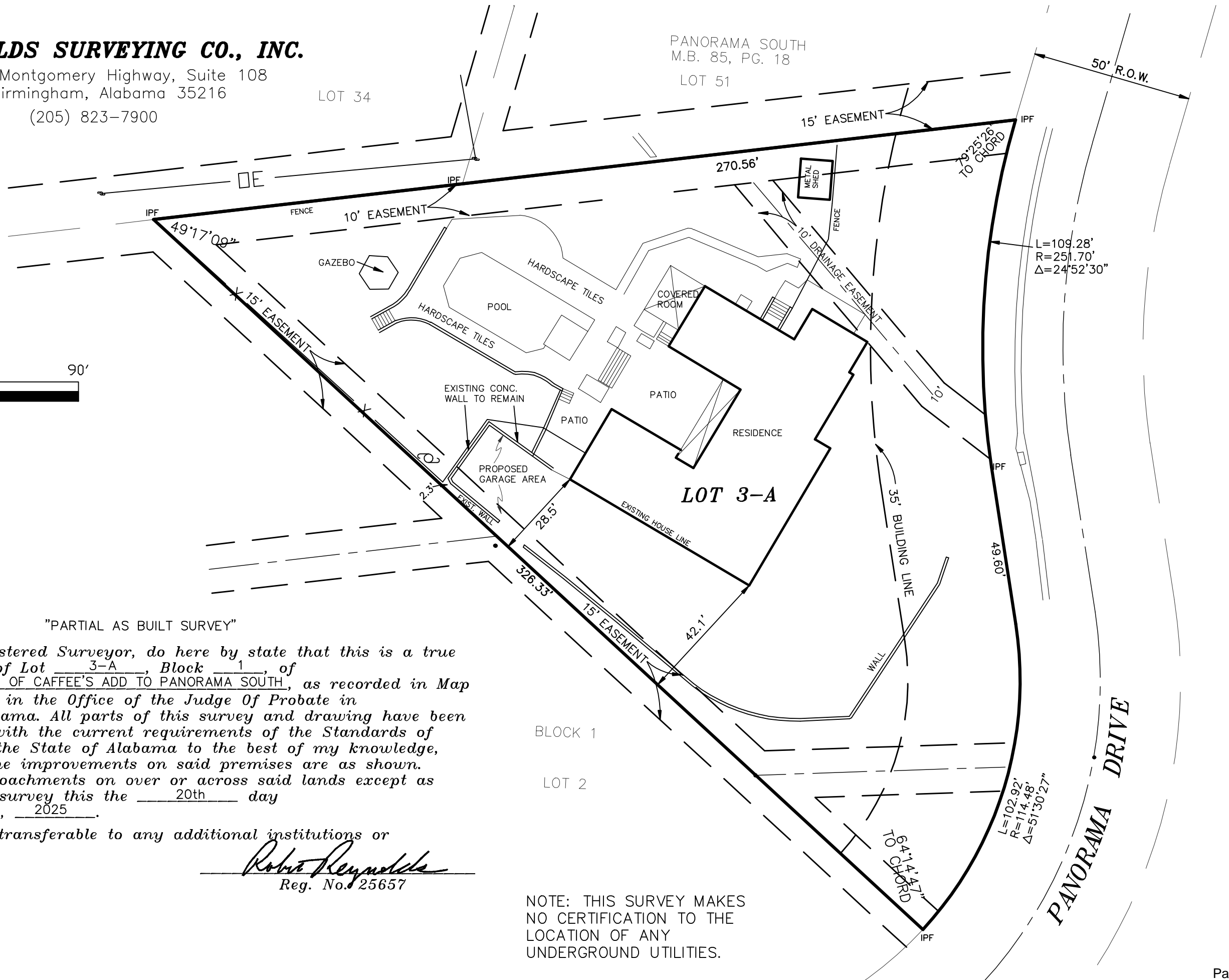
I, Robert Reynolds, a Registered Surveyor, do here by state that this is a true and correct plat or map of Lot 3-A, Block 1, of RESURVEY OF LOT 3, BLOCK 1 OF CAFFEE'S ADD TO PANORAMA SOUTH, as recorded in Map Book 265, Page 35 in the Office of the Judge Of Probate in Jefferson County, Alabama. All parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice of Surveying in the State of Alabama to the best of my knowledge, information and belief. The improvements on said premises are as shown. There are no visible encroachments on over or across said lands except as shown. According to my survey this the 20th day of October, 2025.

NOTE: This survey is not transferable to any additional institutions or subsequent owners.

Owner: Brouillette
 Address: 1636 Panorama Dr.

Robert Reynolds
 Reg. No. 25657

NOTE: THIS SURVEY MAKES NO CERTIFICATION TO THE LOCATION OF ANY UNDERGROUND UTILITIES.



PANORAMA DRIVE



**City of Vestavia Hills
Office of the City Clerk**

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: 1636 Panorama Drive, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: (please check all that apply).

the Property Owner and representing myself in said request.

the Property Owner, but I am authorizing a Representing Agent by the name of: _____ to represent me in the following request:

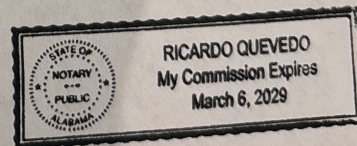
And am requesting: (please check)

- Rezoning Request
- Preliminary Plat Approval
- Final Plat Approval
- Conditional Use Approval

- Request for Variance
- Special Exception
- Design Review Approval

Signed: Ruben B. Brainketo 9-3-2025
Owner Signature/Date

STATE OF ALABAMA
COUNTY OF Alabama



Given under my hand and seal
this 3rd day of September, 2025.

Ricardo Quevedo
Notary Public

My commission expires 06th day of March, 2025.





VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

January 15, 2026

AGENDA ITEM

BZA-25-25 **Daniel Statum** is requesting a **Front Setback Variance** for the property located at **3343 Cherry Tree Lane**. The purpose of this request is to reduce the front setback to 32' in lieu of the required 50' (recorded), to build a garage addition. The property is owned by Chris Mccallum and is zoned **Vestavia Hills R-1**.

BACKGROUND

18' Front Setback Variance to Reduce the Setback to 32' in Lieu of the Required 50' (Recorded)

PLANNER'S REVIEW/RECOMMENDATION

The applicant is seeking a front setback variance to build an attached garage addition. The applicant contends the flood plane in the entire backyard creates a hardship. There is a large space of buildable land behind the house, but because of the flood risk it cannot be built on. The addition will protrude to the side of the house, which because of the curvature of Cherry Tree Lane is a front setback. The single street acts as a corner lot. Engineering has reviewed the site plan for flooding risk, and has no issues with the request moving forward. This is zoned Vestavia Hills R-1.

ATTACHMENTS

1. Application
2. Engineering Review
3. Surveyed Site Plan
4. Flood Map
5. Plat
6. Plans
7. Owner's Affidavit

Jack Wakefield
City Planner



Record No: BZA-25-25

Variance Application

Status: Active

Submitted On: 11/14/2025

Primary Location

3343 CHERRY TREE LN
VESTAVIA HILLS, AL 35216

Owner

Chris Mccallum
3343 Cherry Tree Lane Vestavia, AL 35216

Applicant Information

I am filling this out as the

Representative Agent

Representing Attorney/Other Agent

Name

Daniel Statum

Phone #

205-283-7939

Address

2381 blackridge dr

City/State/Zip

Hoover Al 35080



Subject Property Information

Subject Property Address

3343 Cherry Tree Lane Vestavia Hills
35216

Legal Description of Subject Property ?

LOT 5 BUCKHEAD RESIDENTIAL ESTATES

REASONS FOR REQUEST

Front Setback Variance

Setback Required*

50' (Recorded)

Setback Requested*

32'

Rear Setback Variance

Side Setback Variance

Other Setback Variance

Lot Area Variance

Lot Width Variance

Variance for location of a fence.

Sign Code Variance

A decision of the Zoning Official which the applicant believes to be contrary to the meaning of the Zoning Ordinance.

Other

ZONING

Vestavia Hills Zoning for the subject property is

R-1

PROJECT

Describe the scope of the project and/or the reason for requesting this variance.*

Garage Addition

HARDSHIP

Please answer the following questions regarding hardship and briefly summarize and describe those things which you feel justify the action requested in the box below. An Undue Hardship is required in order to seek a variance. List, when necessary, the specific sections of the City Code(s) which have a bearing on your request. (Use additional space on separate page if necessary).*

This variance request is in regards to a garage extension on the existing home. The home currently only has a single car garage and the homeowner is needing additional enclosed/covered parking. The challenge to accomplish this is because of the lot being a corner lot and having less usable space based on the additional setback.

Before any variance is granted, the BZA must find that ALL of the following conditions exist. Please describe each of the following details in order for the BZA to determine if these warrants the described hardship.

1. There are extraordinary and exceptional conditions, which are peculiar to the piece of property in question because of its size, shape or topography, that are not applicable to the other lands or structures in the same district. Please explain:*

The shape of the lot restricts the ability of the homeowner to have adequate enclosed parking.

2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other owners of property in the District in which the property is located. Please explain:*

This is a stand alone lot in which approval of this request will not provide any unfair advantage to the homeowner.

3. All literal interpretations of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by others of property in the district in which the property is located. Please explain:*

The setbacks associated with this corner lot deny the homeowner the ability to have common adequate enclosed parking because of reduced area of acceptable structures.

4. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare. Please explain:*

No this requested variance will not provide and structure that will not be in like mind the neighborhood.

5. The special circumstances are not the intended result of the actions of the applicant (i.e., self-imposed hardship). Please explain:*

The corner lot is not a self imposed hardship as it is the result of a technicality within the ordinance.

6. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure. Please explain:*

This requested ordinance is the minimum area required to complete the needed enclosed parking.

7. The no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or non-conforming use of lands, structures, or building in other districts shall be considered grounds for the issuance of a variance.

8. That a variance will not allow the permanent establishment of a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.*


Agreed

NOTE: In proving that an unnecessary hardship has been imposed on the property as a result of the strict interpretation of this Ordinance, the following conditions cannot be considered pertinent to the determination of whether or not an unnecessary hardship exists: (1) proof that a variance would increase the financial return from land; or (2) personal or economic hardship; or (3) self-imposed hardship. In other words, hardship alone is not sufficient to permit a variance. It must be an "unnecessary hardship." Mere financial loss of a kind, which might be common to all of the property owners in a district, is not an "unnecessary hardship."

OWNER AFFIDAVIT

I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. Simultaneously with the submittal of this application, I am hereby submitting a notarized affidavit signed by the owner of the property in the attachments section of this application. NOTE: Applications cannot be processed without the notarized owners affidavit. Owners authorization may be found on our main page.

Representing Agent Signature

 Daniel Statum
Nov 14, 2025



Engineering Review

Record No. BZA-25-25

Status Completed

Became Active November 19, 2025

Type Approval

Due Date None

Assignee Ethan Fisher

Record No: BZA-25-25

Variance Application

Status: Active

Submitted On: 11/14/2025

Messages

Ethan Fisher

November 24, 2025 at 5:00 pm

Please have the plot plan updated to reflect the flood plain that is on the property.

Jack Wakefield

December 1, 2025 at 10:23 am

Didn't know if there was any movement on this, but because of the possible flooding hazard this must be reviewed by Ethan before we allow the case to go before the Board. We are on a tight timeline to send out notices (this Wednesday 12/3), so we really need this updated drawing no later than noon tomorrow if not already provided. If not, this case will need to be pushed back to the January 15th hearing. Thanks.

Ethan Fisher

December 11, 2025 at 10:40 am

I have received the updated plot plan showing the flood plain along the rear of the building. Our permitting process requires us to ensure that there is documentation that the improvements on the property are officially out of the flood hazard. A lender may require that flood insurance is acquired for property that has a flood hazard located anywhere on the property. Do you have any documentation showing that the improvements are not within the flood hazard/ are not subject to flood insurance that you could share?

Daniel Statum

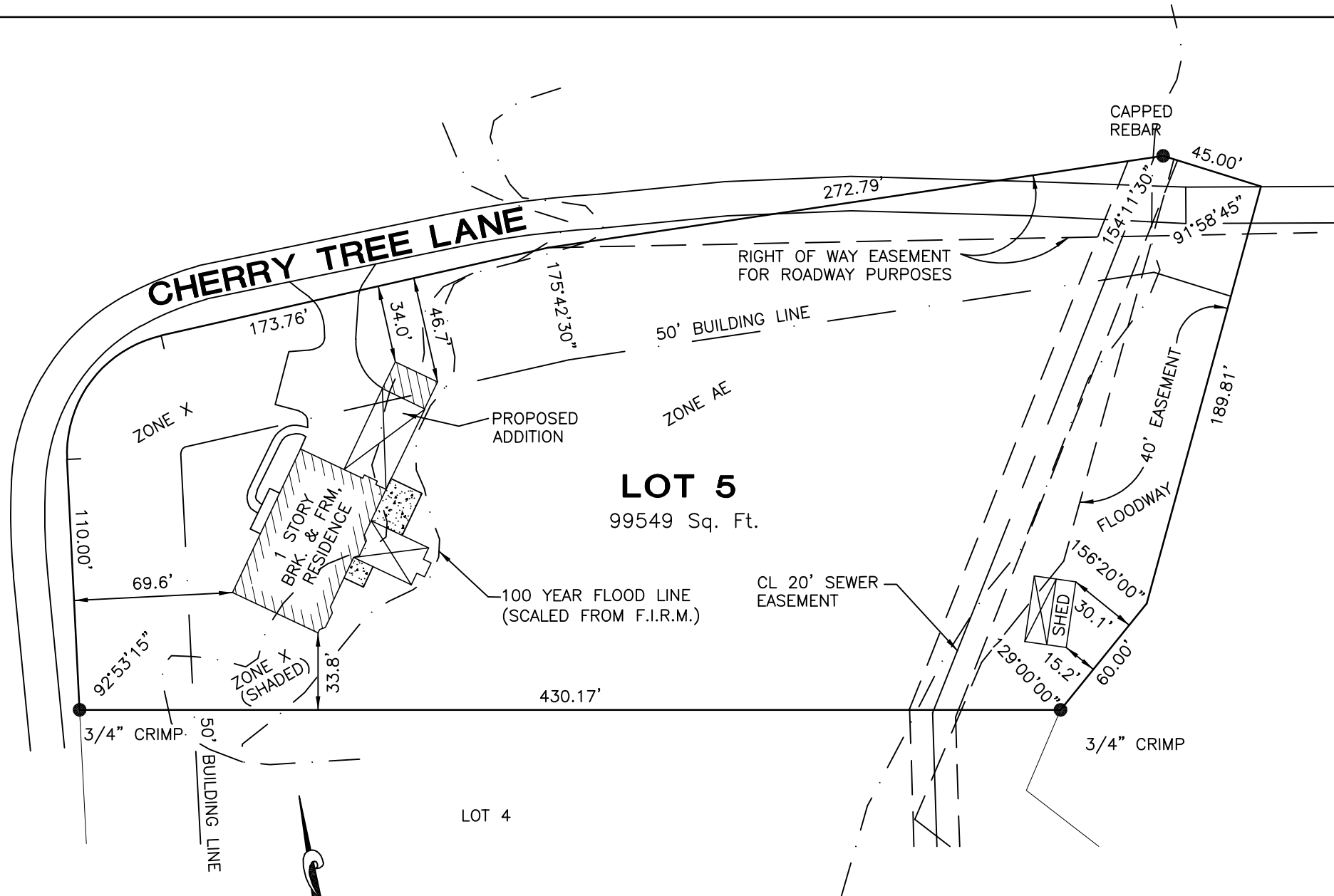
December 11, 2025 at 3:28 pm

The plot plan details the location not being within the flood plan, but I can get a foundation survey and get an elevation of finished floor shown to ensure structure is not within flood plan. The structure will be built per plot plan as surveyor will have house corners staked per plot plan. As for lenders, none are involved as this is a cash funded project.

Ethan Fisher

December 16, 2025 at 3:35 pm

Response is sufficient for variance hearing. We will iron out the details during permitting.



PLOT PLAN
LOT 5
BUCKHEAD RESIDENTIAL
ESTATES
(MB. 84, PG. 37)



William D. Callahan, Jr.
 William D. Callahan, Jr., PLS
 AL Reg # 28251

PREPARED FOR:
 MANCHA CONSTRUCTION PARTNERS

South Central Surveying, LLC
 RESIDENTIAL & COMMERCIAL LAND SURVEYING

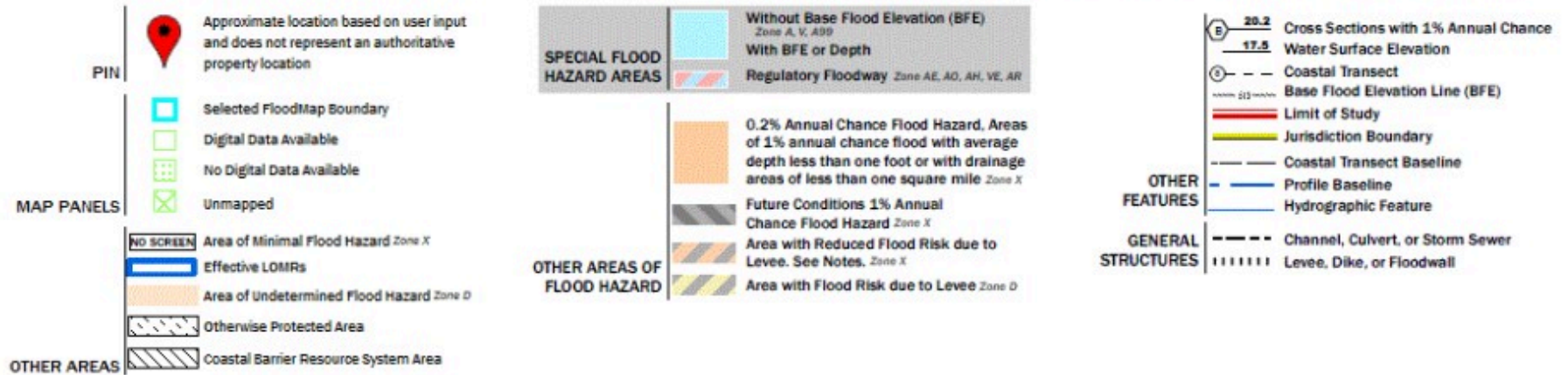
P.O. BOX 917
 ALABASTER, ALABAMA 35007
 PHONE 205-229-1993

- OP- = OVERHEAD POWER
- * = LIGHT POLE
- ▲ = CALCULATED POINT
- = GUY WIRE
- = NOT TO SCALE
- U.T.S. = UNABLE TO SET
- (R) = RECORDED ANGLES AND/OR DISTANCES
- (M) = MEASURED BEARINGS AND/OR DISTANCES
- ⊗ = POWER POLE
- = CAPPED REBAR SET
- = IRON FOUND
- ASPH. = ASPHALT
- O.P. = OPEN PORCH
- *- = FENCE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- CONC. = CONCRETE



USGS, USDA, The National Map: Orthoimagery. March 12, 2025.

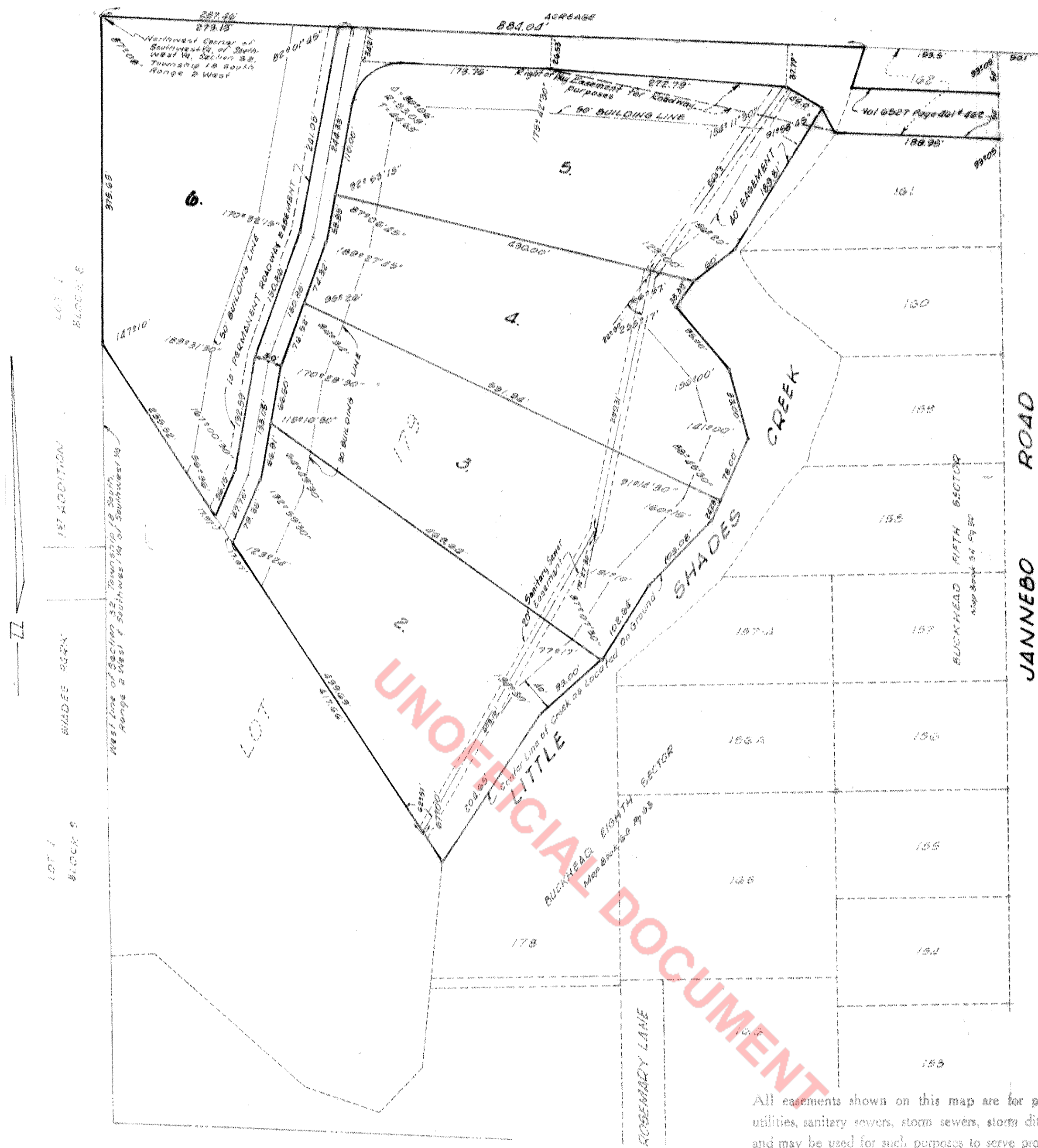
Powered by Esri



BUCKHEAD RESIDENTIAL ESTATES

Being a Resurvey of Part of Lot 179 Buckhead Eighth Section, and situated in the
Southwest 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 2 West
Scale: 1"=100' April 7, 1969

Coulter Engineering Company
Montevallo, Alabama



All easements shown on this map are for public utilities, sanitary sewers, storm sewers, storm ditches, and may be used for such purposes to serve property both within and without this subdivision.

STATE OF ALABAMA
JEFFERSON COUNTY

We, the undersigned, A. C. Coulter, Jr., Registered Civil Engineer and Land Surveyor of Birmingham, Alabama, as Surveyor, and the undersigned as Owners, do hereby certify that the foregoing is a true and correct map of Buckhead Residential Estates, showing the number and dimensions of each lot and block together with the width of each street, avenue and other public way and showing the relation of the land so platted to the government survey of Section 32, Township 18 South, Range 2 West in Jefferson County, and that an iron pipe marker has been set at each corner of all lots.

IN WITNESS WHEREOF, We have hereunto set our hands this 6th day of April, 1969.

A. C. Coulter, Jr.
A. C. Coulter, Jr., Reg. 1967

Herbert M. Boyd
Owner - Herbert M. Boyd

Emily Veal Boyd
Owner - Emily Veal Boyd

John S. McNeill
Owner - John S. McNeill

Joyce F. McNeill
Owner - Joyce F. McNeill

Homer B. Coleman
Owner - Homer B. Coleman

Kathryn O. Coleman
Owner - Kathryn O. Coleman

James B. Davis
Owner - James B. Davis

Bobby H. Davis
Owner - Bobby H. Davis

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that A. C. Coulter, Jr., and the Owners as names are signed above, and who are known to me, acknowledged before me on this day that being informed of the contents of said certificate, they executed the same voluntarily as such individuals, on the day the same bears date.

Given under my hand and seal this the 6th day of April, 1969.

James P. Hillman
Notary Public

Approved: Hewitt A. Snow April 1969
Hewitt A. Snow, County Engineer

Approved: R. D. Terwin
Asst County Sanitary Engineer

JEFFERSON COUNTY
PLANNING & ZONING COMMISSION
4-211 COURT HOUSE
BIRMINGHAM, ALABAMA - 35208

APR 25 1969

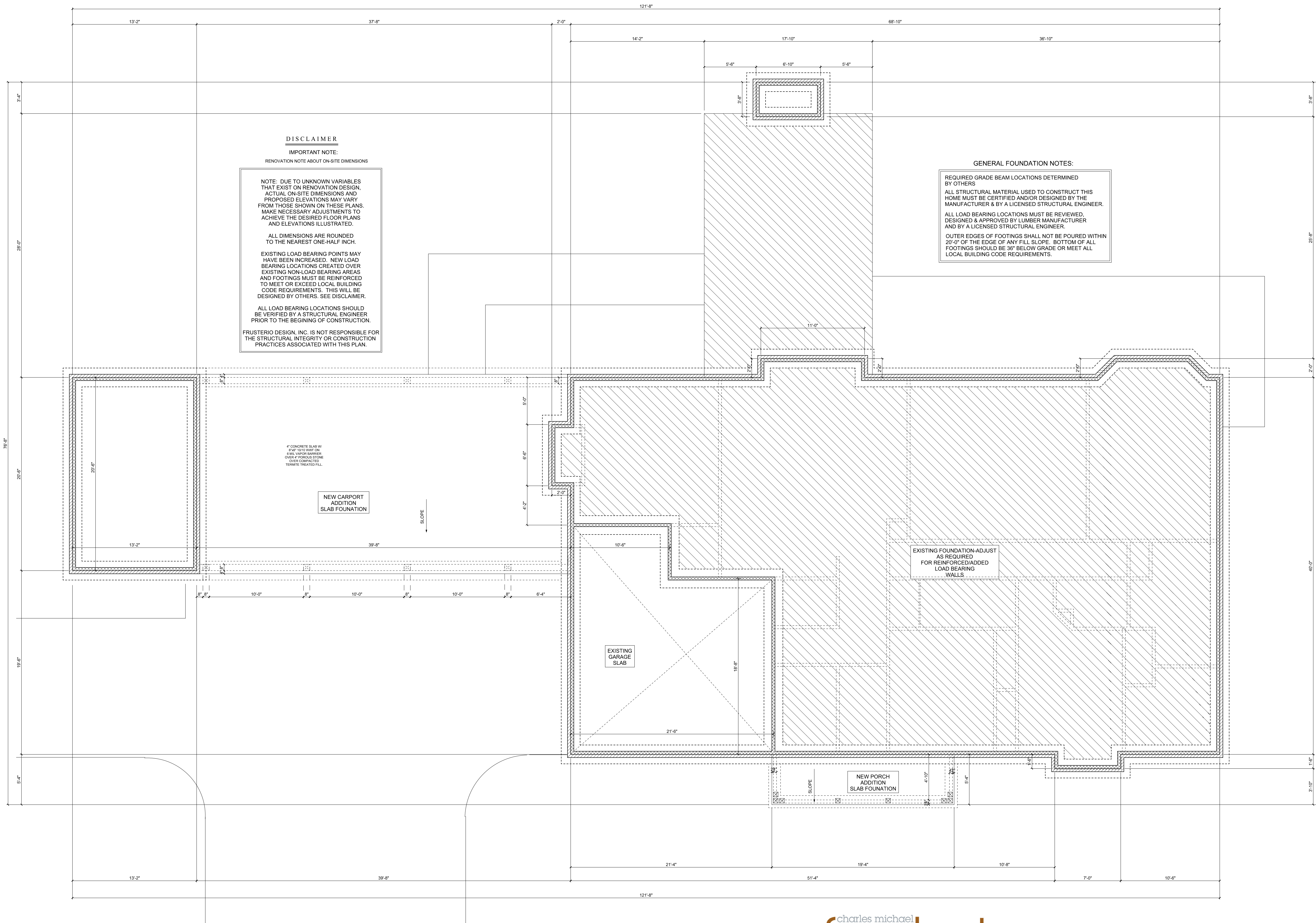


RECEIVED
APR 25 1969
COUNTY ENGINEER
Hewitt A. Snow



Presents Renovation|Addition Documents

CHRIS & SUSAN MCCALLUM
3343 CHERRY STREET LN
VESTAVIA HILLS, AL



DISCLAIMER
IMPORTANT NOTE:
 RENOVATION NOTE ABOUT ON-SITE DIMENSIONS

NOTE: DUE TO UNKNOWN VARIABLES THAT EXIST ON RENOVATION DESIGN, ACTUAL ON-SITE DIMENSIONS AND PROPOSED ELEVATIONS MAY VARY FROM THOSE SHOWN ON THESE PLANS. MAKE NECESSARY ADJUSTMENTS TO ACHIEVE THE DESIRED FLOOR PLANS AND ELEVATIONS ILLUSTRATED.

ALL DIMENSIONS ARE ROUNDED TO THE NEAREST ONE-HALF INCH.

EXISTING LOAD BEARING POINTS MAY HAVE BEEN INCREASED. NEW LOAD BEARING LOCATIONS CREATED OVER EXISTING NON-LOAD BEARING AREAS AND FOOTINGS MUST BE REINFORCED TO MEET OR EXCEED LOCAL BUILDING CODE REQUIREMENTS. THIS WILL BE DESIGNED BY OTHERS. SEE DISCLAIMER.

ALL LOAD BEARING LOCATIONS SHOULD BE VERIFIED BY A STRUCTURAL ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION.

FRUSTERIO DESIGN, INC. IS NOT RESPONSIBLE FOR THE STRUCTURAL INTEGRITY OR CONSTRUCTION PRACTICES ASSOCIATED WITH THIS PLAN.

GENERAL FOUNDATION NOTES:

REQUIRED GRADE BEAM LOCATIONS DETERMINED BY OTHERS.

ALL STRUCTURAL MATERIAL USED TO CONSTRUCT THIS HOME MUST BE CERTIFIED AND/OR DESIGNED BY THE MANUFACTURER & BY A LICENSED STRUCTURAL ENGINEER.

ALL LOAD BEARING LOCATIONS MUST BE REVIEWED, DESIGNED & APPROVED BY LUMBER MANUFACTURER AND BY A LICENSED STRUCTURAL ENGINEER.

OUTER EDGES OF FOOTINGS SHALL NOT BE POURED WITHIN 20'-0" OF THE EDGE OF ANY FILL SLOPE. BOTTOM OF ALL FOOTINGS SHOULD BE 96" BELOW GRADE OR MEET ALL LOCAL BUILDING CODE REQUIREMENTS.

4" CONCRETE SLAB BY PER 1318 PER IRC. 4" IS A MINIMUM. INVERTER ABOVE 4" FOOTING STONE OVER COMPACTED TYPICAL TREATMENT FILL.

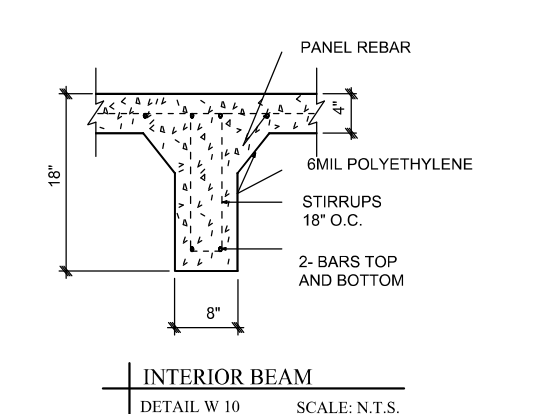
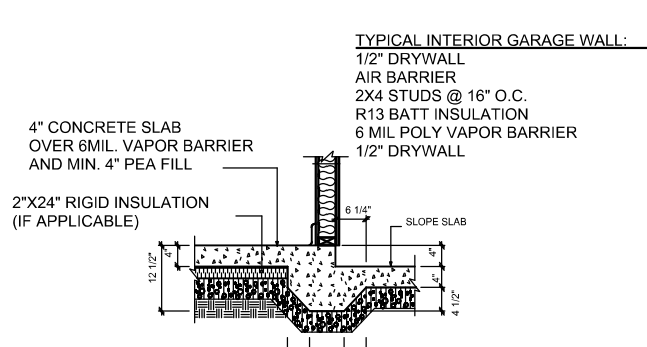
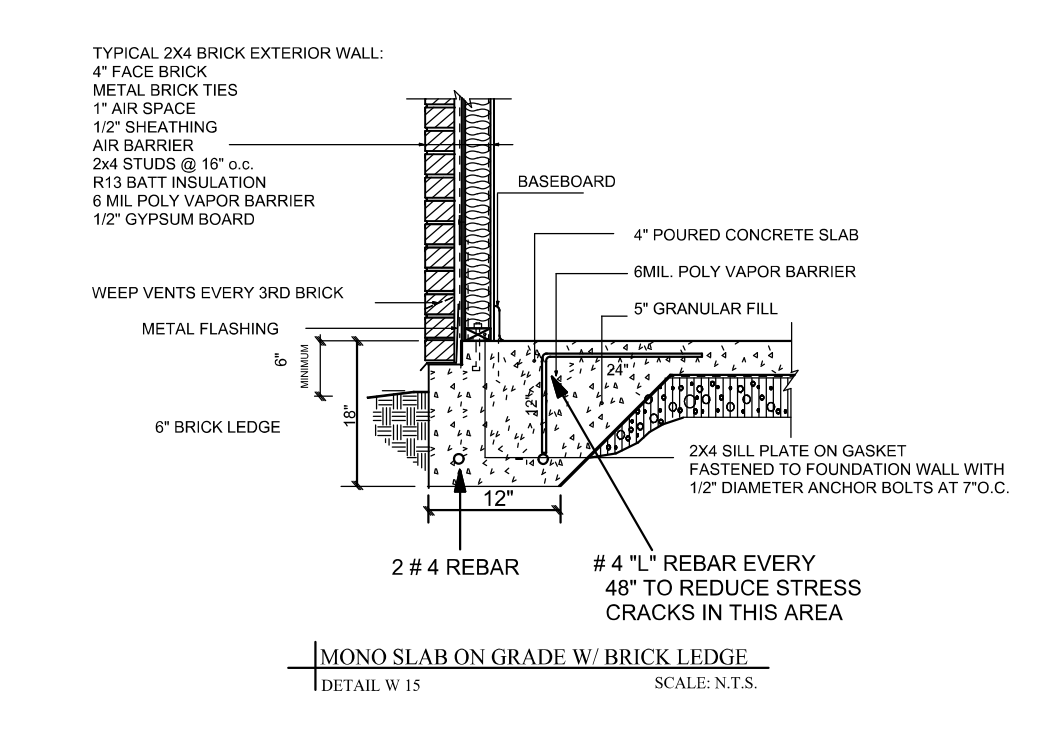
NEW CARPORT ADDITION SLAB FOUNDATION

EXISTING GARAGE SLAB

EXISTING FOUNDATION ADJUST AS REQUIRED FOR REINFORCED ADDED LOAD BEARING WALLS

NEW PORCH ADDITION SLAB FOUNDATION

FOUNDATION / SLAB DETAIL CONSTRUCTION SHEET
 SCALE: 1/4"=1'-0"



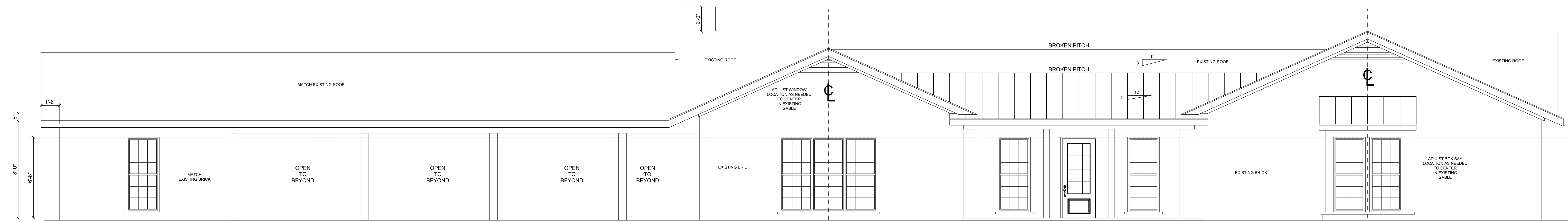
THIS HOME PLAN AND DESIGN IS THE PROPERTY OF CHARLES MICHAEL FRUSTERIO AND CAN NOT BE RECREATED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT OF FRUSTERIO DESIGN, INC.™. "FEDERAL COPYRIGHT REGISTERED"™ "LIMITED CONSTRUCTION LICENSE"™

FRUSTERIO DESIGN, INC.™
 3043 CHERRY STREET LN | VESTAVIA HILLS, AL 36084
 866-225-8111

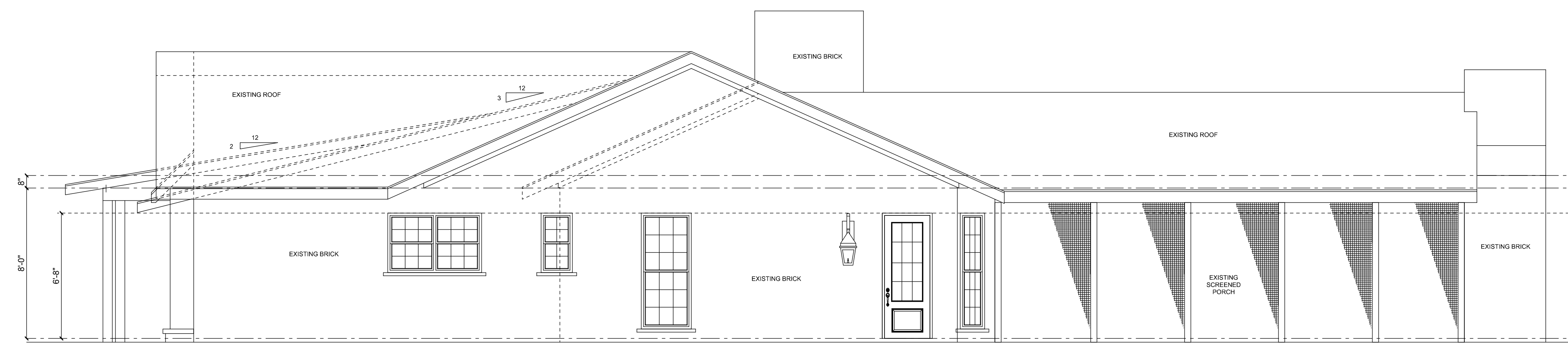
QUESTIONS ON THIS PLAN: 866-225-8111

CHRIS & SUSAN McCALLUM
 3043 CHERRY STREET LN | VESTAVIA HILLS, AL 36084
 JOB # 4159-0824

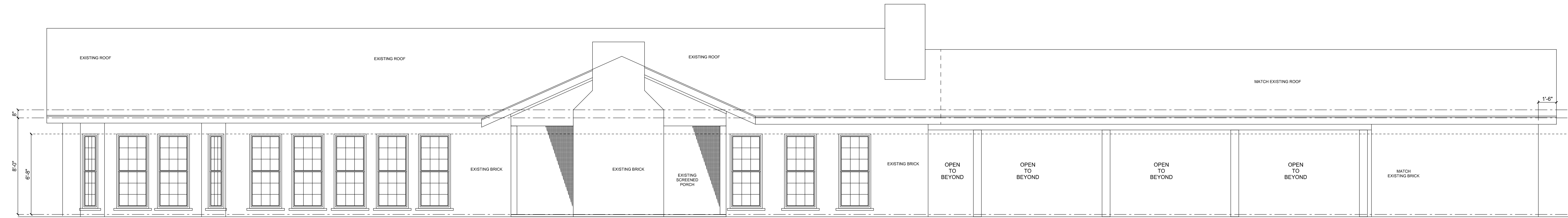
CUSTOM HOME DOCUMENTS
 DESIGN DATE: May 29, 2025
 PLOTTING TIME: 09:31 AM
 SHEET # 1



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



RIGHT ELEVATION DETAIL
SCALE: 1/4" = 1'-0"



LEFT ELEVATION DETAIL
SCALE: 1/4" = 1'-0"

DISCLAIMER
IMPORTANT NOTE:
RENOVATION NOTE ABOUT ON-SITE DIMENSIONS

NOTE: DUE TO UNKNOWN VARIABLES THAT EXIST ON RENOVATION DESIGN, ACTUAL ON-SITE DIMENSIONS AND PROPOSED ELEVATIONS MAY VARY FROM THOSE SHOWN ON THESE PLANS. MAKE NECESSARY ADJUSTMENTS TO ACHIEVE THE DESIRED FLOOR PLANS AND ELEVATIONS ILLUSTRATED.

ALL DIMENSIONS ARE ROUNDED TO THE NEAREST ONE-HALF INCH.

EXISTING LOAD BEARING POINTS MAY HAVE BEEN INCREASED. NEW LOAD BEARING LOCATIONS CREATED OVER EXISTING NON-LOAD BEARING AREAS AND FOOTINGS MUST BE REINFORCED TO MEET OR EXCEED LOCAL BUILDING CODE REQUIREMENTS. THIS WILL BE DESIGNED BY OTHERS. SEE DISCLAIMER.

ALL LOAD BEARING LOCATIONS SHOULD BE VERIFIED BY A STRUCTURAL ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION.

FRUSTERIO DESIGN, INC. IS NOT RESPONSIBLE FOR THE STRUCTURAL INTEGRITY OR CONSTRUCTION PRACTICES ASSOCIATED WITH THIS PLAN.

THIS HOME PLAN AND DESIGN IS THE PROPERTY OF CHARLES M. FRUSTERIO AND CAN NOT BE RECREATED OR COPIED WITHOUT THE EXPRESS WRITTEN CONSENT OF FRUSTERIO DESIGN, INC. ALL RIGHTS RESERVED.

FRUSTERIO DESIGN, INC. IS AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ANCESTRY, COLOR, SEX, OR AGE. WE ARE AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ANCESTRY, COLOR, SEX, OR AGE.

QUESTIONS ON THIS PLAN: 866-228-8111

CHRIS & SUSAN MCCALLUM
3343 CHERRY STREET LN | VESTAVIA HILLS, AL
JOB # 4159-0824

FRUSTERIO DESIGN, INC.
FRUSTERIO.COM
11000 WINDYBROOK DRIVE
DOUGHERTOWN, OHIO 43021

REVISION DATE: May 29, 2025
DRAWING TIME: 09:29 AM
SHEET # 1



**City of Vestavia Hills
Office of the City Clerk**

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: 3343 Cherry Tree Lane Vestavia AL 35216, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: *(please check all that apply)*.

the Property Owner and representing myself in said request.

the Property Owner, but I am authorizing a Representing Agent by the name of: _____ to represent me in the following request:

And am requesting: (please check)

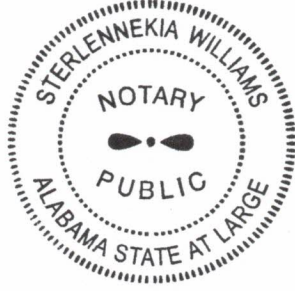
- | | |
|--|--|
| <input type="checkbox"/> Rezoning Request | <input checked="" type="checkbox"/> Request for Variance |
| <input type="checkbox"/> Preliminary Plat Approval | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Final Plat Approval | <input type="checkbox"/> Design Review Approval |
| <input type="checkbox"/> Conditional Use Approval | |

Signed:
Owner Signature/Date

STATE OF ALABAMA
COUNTY OF Jefferson

Given under my hand and seal
this 23rd day of Sept., 2025.

Notary Public



My commission expires 05 day of April, 2029.



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

January 15, 2026

AGENDA ITEM

BZA-25-26 **Leo Payne** is requesting a **Side Setback Variance** for the property located at **3420 Watertown Place**. The purpose of this request is to reduce the side setback to 6' in lieu of the required 15', to build a covered patio. The property is owned by Phillip and Barbara Esdale and is zoned **Vestavia Hills R-2**.

BACKGROUND

9' Side Setback Variance to Reduce the Setback to 6' in Lieu of the Required 15'

PLANNER'S REVIEW/RECOMMENDATION

The applicant is seeking a side setback variance to build an attached cover to the rear patio. The most narrow frontage of Southgate Drive makes this a side yard, though in the rear of the house. The applicant contends the corner lot causes a hardship, limiting where a covered sitting area can be placed. Previous trees that did provide shade to this area of the lot were forced to be removed, making the patio unusable because of the elements. This is zoned Vestavia Hills R-2.

ATTACHMENTS

1. Application
2. Engineering Review
3. Impervious Plan
4. Site Plan
5. Plans
6. Owner's Affidavit

Jack Wakefield
City Planner



Record No: BZA-25-26

Variance Application

Status: Active

Submitted On: 12/11/2025

Primary Location

3420 WATERTOWN PL
VESTAVIA HILLS, AL 35243

Owner

Phillip and Barbara Esdale
watertown place 3420 vestavia hills, al 35243

Agenda Information

Agenda Scheduling

January 2026

Comments/Delay/Explanation

Applicant Information

I am filling this out as the

Representative Agent

Representing Attorney/Other Agent

Name

Leo Payne

Phone #

205-965-0283

Address

731 2nd st.

City/State/Zip

Helena, AL. 35080



Subject Property Information

Subject Property Address

3420 Watertown Place

Legal Description of Subject Property

LOT 9 BLK 2 COVENTRY 1ST & 2ND SECTOR

REASONS FOR REQUEST

Front Setback Variance

Rear Setback Variance

Side Setback Variance

Setback Required*

15'

Setback Requested*

6'

Other Setback Variance

Lot Area Variance

Lot Width Variance

Variance for location of a fence.

Sign Code Variance

A decision of the Zoning Official which the applicant believes to be contrary to the meaning of the Zoning Ordinance.

Other

ZONING

Vestavia Hills Zoning for the subject property is

R-2

PROJECT

Describe the scope of the project and/or the reason for requesting this variance.*

propose to build a 14x18 gazebo, to align with existing fireplace, posts would be 6' from property line if built, would need variance to commence

HARDSHIP

Please answer the following questions regarding hardship and briefly summarize and describe those things which you feel justify the action requested in the box below. An Undue Hardship is required in order to seek a variance. List, when necessary, the specific sections of the City Code(s) which have a bearing on your request. (Use additional space on separate page if necessary).*

Mr. and Mrs. Esdale have recently removed 2 large Oak trees from the rear of property due to disease, which was to prevent any future structural damage to their or their neighbors property from falling trees. With the removal of said trees, the current existing patio at rear of property is now fully exposed to direct summer sunlight, making the area unusable. The gazebo is requested to provide shade to this area and keep it reasonably comfortable for future use. This is also a corner lot that limits building on a good portion of the lot.

Before any variance is granted, the BZA must find that ALL of the following conditions exist. Please describe each of the following details in order for the BZA to determine if these warrants the described hardship.

1. There are extraordinary and exceptional conditions, which are peculiar to the piece of property in question because of its size, shape or topography, that are not applicable to the other lands or structures in the same district. Please explain:*

Corner lot with the unique shape of existing structures and location of neighboring structures and landscaping, this area does not receive adequate wind to keep it cool

2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other owners of property in the District in which the property is located. Please explain:*

if granted, structure would still be inside the perimeter of actual property line, and would not give them any special privileges.

3. All literal interpretations of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by others of property in the district in which the property is located. Please explain:*

the rear yard of property is somewhat narrow, and keeping with the ordinance would leave the owner with a less functional area

4. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare. Please explain:*

the structure would still be located on the owners property, would not cross over the surveyed line and would, as we feel, still hold to a general welfare of keeping with neighborhood development and not undermine the character of the neighborhood

5. The special circumstances are not the intended result of the actions of the applicant (i.e., self-imposed hardship). Please explain:*

as the house structure was built prior to ownership, the rear yard is in close proximity to the rear property line, and owner could not control this aspect. the lot is a corner lot, with 2 sides facing a street. front and left side. the right side of property is built to close proximity of the property line. there is no room for any structure on right side, and building a gazebo in the front or left side of property would not adhere to a uniform look in the neighborhood as there are no homes with said structure in these locations

6. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure. Please explain:*

as the existing patio and fireplace at rear of property is the location of the proposed new structure, said structure is designed to incorporate the existing fireplace at the back side, the setback request is the minimum distance needed to achieve the design.

7. The no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or non-conforming use of lands, structures, or building in other districts shall be considered grounds for the issuance of a variance.

8. That a variance will not allow the permanent establishment of a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.*


this variance would allow owners to use said area for social gathers, same as most other owners in the same neighborhood

NOTE: In proving that an unnecessary hardship has been imposed on the property as a result of the strict interpretation of this Ordinance, the following conditions cannot be considered pertinent to the determination of whether or not an unnecessary hardship exists: (1) proof that a variance would increase the financial return from land; or (2) personal or economic hardship; or (3) self-imposed hardship. In other words, hardship alone is not sufficient to permit a variance. It must be an "unnecessary hardship." Mere financial loss of a kind, which might be common to all of the property owners in a district, is not an "unnecessary hardship."

OWNER AFFIDAVIT

I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. Simultaneously with the submittal of this application, I am hereby submitting a notarized affidavit signed by the owner of the property in the attachments section of this application. NOTE: Applications cannot be processed without the notarized owners affidavit. Owners authorization may be found on our main page.

Representing Agent Signature 

 Leo Payne
Dec 10, 2025



Engineering Review

Record No. BZA-25-26

Status Completed

Became Active December 18, 2025

Type Approval

Due Date None

Assignee Ethan Fisher

Record No: BZA-25-26

Variance Application

Status: Active

Submitted On: 12/11/2025

Messages

Ethan Fisher

December 22, 2025 at 10:15 am

Good morning,

This property is subject to the city's 30% rule. Please provide a drawing showing that the impervious elements on site, with the proposed improvements, does not exceed 30% of the total lot square footage.

Leo Payne

December 23, 2025 at 11:27 am

Hey Ethan, the proposed Gazebo is being built over an existing stone patio, which is roughly the same size as the roof line of the gazebo. would this not be grandfathered in?

Ethan Fisher

December 26, 2025 at 9:06 am

If it is roughly the same size then it will be fine since there will not be an increase in impervious coverage.

REVISIONS	DATE	DESCRIPTION	BY

PLOT PLAN

PREPARED FOR: PHILIP ESALÉ
 ADDRESS: 3420 WATER TOWN PLACE
 JEFFERSON COUNTY
 VESTALIA HILLS, AL 35243
 JOB NUMBER: 2025-0539

DATE OF FIELDWORK: 11/14/2025
 FIELDWORK BY: DEANE WARDMAN
 DRAWN BY: ALEX BAKER
 REVIEWED BY: JIMMY PUSON
 APPROVED BY: JERRY TILGAS

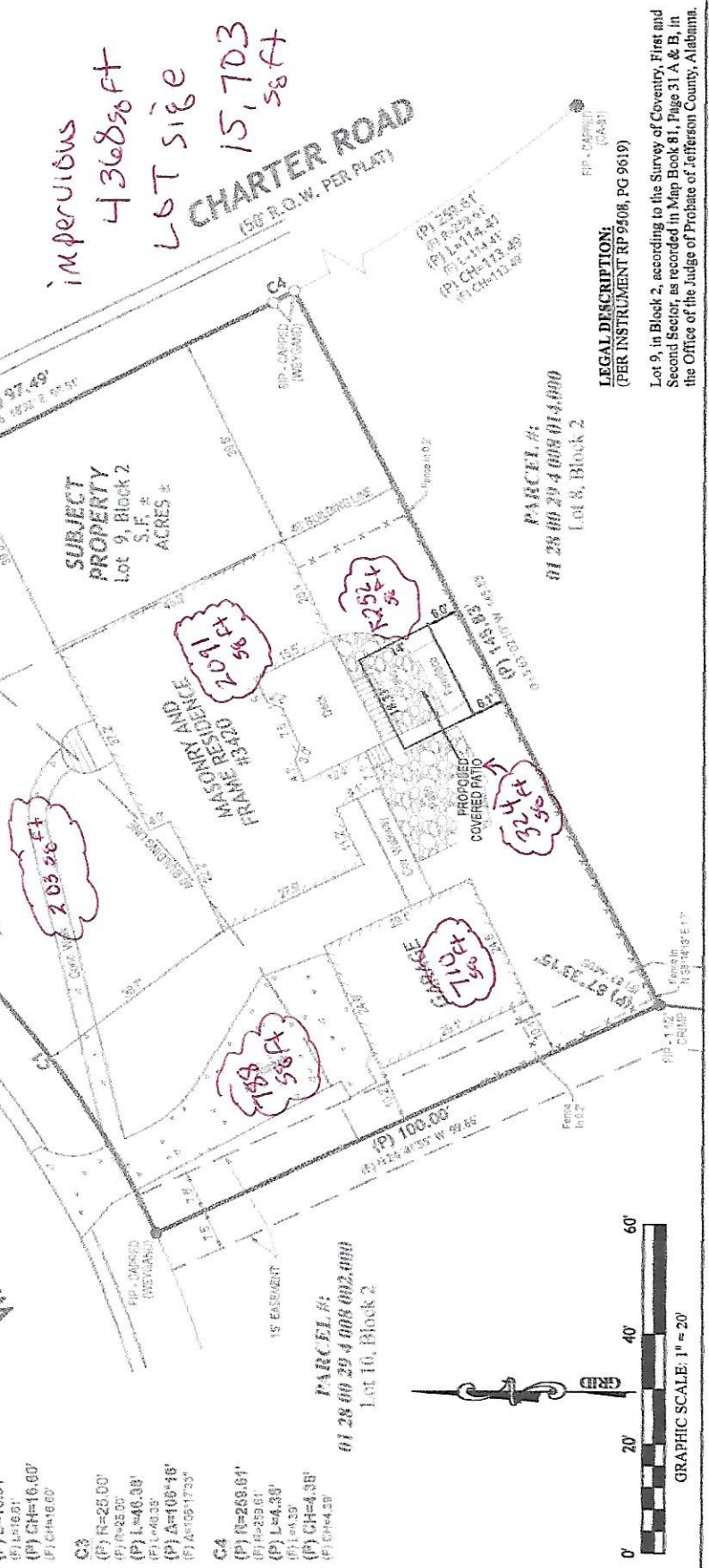
WEYGAND

173 OXMOOR ROAD, BIRMINGHAM, AL 35209
 EMAIL: INFO@WEYGAND.COM
 PHONE: 205-942-0888
 WEYGANDSURVEYOR.COM

PREPARED BY:

NOTES:

- THIS IS NOT A PROPERTY BOUNDARY SURVEY.
- THIS MAP WAS PRODUCED FOR THE PURPOSE OF SHOWING PROPOSED CONSTRUCTION ON THE SUBJECT PROPERTY BEING THAT PROPERTY SHOWN AND DESCRIBED HEREON AND IS HANDED TO THE CLIENT BY THE SURVEYOR AND THE SURVEYOR'S FIRM, WEGAND SURVEYORS, LLC, UNDER THE RESPONSIBLE CHARGE OF JERRY TILGAS, PLS #16690, JOB # 2025-0539, DATED 11/13/2025.
- ALL ITEMS SHOWN IN RED ARE PROPOSED.
- WEYGAND, LLC MAKES NO CLAIMS OR GUARANTEES REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE INFORMATION PROVIDED HEREON. THE INFORMATION IS TO BE USED FOR THE PURPOSES ONLY. WEYGAND, LLC, DOES NOT ASSUME OR ACCEPT RESPONSIBILITY FOR ANY DIMENSIONS, ERRORS, OMISSIONS, OR INADEQUACIES IN CONNECTION WITH FUTURE CONSTRUCTION OR PROJECT DEVELOPMENT BASED ON THESE PLANS.
- ALL ITEMS SHOWN IN RED ARE PROPOSED AND HAVE BEEN OBTAINED FROM THE PUBLIC RECORDS OF THE COUNTY OF JACKSONVILLE, FLORIDA, AND THE PUBLIC RECORDS OF THE COUNTY OF ALABAMA, AND DATED 10/20/2025. WEYGAND, LLC, ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THESE PLANS. IT IS THE RESPONSIBILITY OF THE CLIENT, ARCHITECT, AND/OR ENGINEER TO VERIFY THE DIMENSIONS, AND SPECIFICATIONS BEFORE PROCEEDING WITH ANY CONSTRUCTION OR DEVELOPMENT.
- ALL ITEMS SHOWN IN GREY ARE NOT A DIRECT PART OF THIS MAP AND ARE PROVIDED FOR REFERENCE PURPOSES ONLY. THEY ARE INCLUDED TO OFFER CONTEXTUAL INFORMATION AND SHOULD NOT BE RELIED UPON FOR DESIGN, CONSTRUCTION OR ANY OTHER DETERMINATIVE PURPOSES.



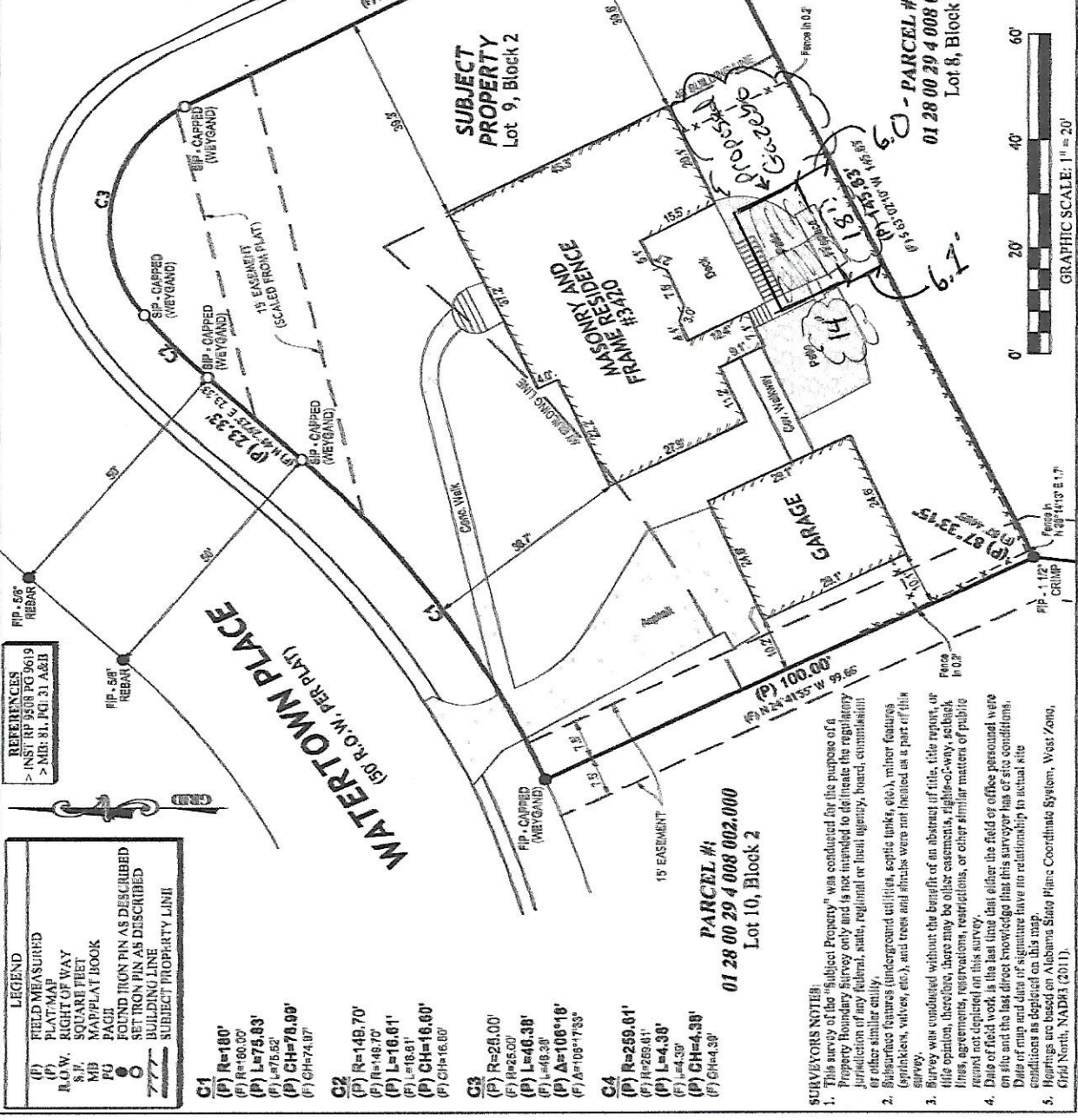
LEGAL DESCRIPTION:
 (PER INSTRUMENT RP 9408, PG 9619)

Lot 9, in Block 2, according to the Survey of Coventry, First and Second Sector, as recorded in Map Book 81, Page 31 A & B, in the Office of the Judge of Probate of Jefferson County, Alabama.

SURVEYOR'S CERTIFICATION

I hereby certify that all parts of this map of survey 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.

WEYGAND, LLC.
Jeffery N Lucas
 State of Alabama Licensed Professional Surveyor
 License No. 1113301-0078
 173 Oxmoor Road, Homewood, AL 35209
 205-942-0086



REFERENCES
 > INST. RP 9508 PG 9619
 > MB: 81, PG. 31, A & B

- LEGEND**
- (P) FIELD MEASURED
 - (M) PLAT/MAP
 - (R) RIGHT OF WAY
 - (S.F.) SQUARE FEET
 - (MB) MAP/PLAT BOOK
 - (PU) PAGE
 - (●) FOUND IRON PIN AS DESCRIBED
 - (○) SET IRON PIN AS DESCRIBED
 - (---) BUILDING LINE
 - (---) SUBJECT PROPERTY LINE
- G1**
 (P) R=180'
 (P) R=60.00'
 (P) L=75.83'
 (P) L=75.52'
 (P) CH=78.99'
 (P) CH=74.87'
- G2**
 (P) R=148.70'
 (P) R=46.70'
 (P) L=16.61'
 (P) L=16.61'
 (P) CH=16.60'
 (P) CH=16.60'
- G3**
 (P) R=26.00'
 (P) R=25.00'
 (P) L=46.38'
 (P) L=46.38'
 (P) A=106°16'
 (P) A=106°17'33"
- G4**
 (P) R=259.61'
 (P) R=259.61'
 (P) L=4.38'
 (P) L=4.39'
 (P) CH=4.38'
 (P) CH=4.39'

SURVEYORS NOTES:

- This survey of the "Subject Property" was conducted for the purpose of a Property Boundary Survey only and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Boundary features (underground utilities, septic tanks, etc.), minor features (sprinklers, valves, etc.), and trees and shrubs were not located as a part of this survey.
- Survey was conducted without the benefit of an abstract of title, title report, or life opinion. Therefore, there may be other easements, rights-of-way, setback lines, easements, reservations, restrictions, or other similar matters of public record not depicted on this survey.
- Date of field work is the last time that either the field or office personnel were on site and the last direct knowledge this surveyor has of site conditions. Date of map and date of signature have no relationship to actual site conditions as depicted on this map.
- Boundaries are based on Alabama State Plane Coordinate System, West Zone, Grid North, NAD83 (2011).

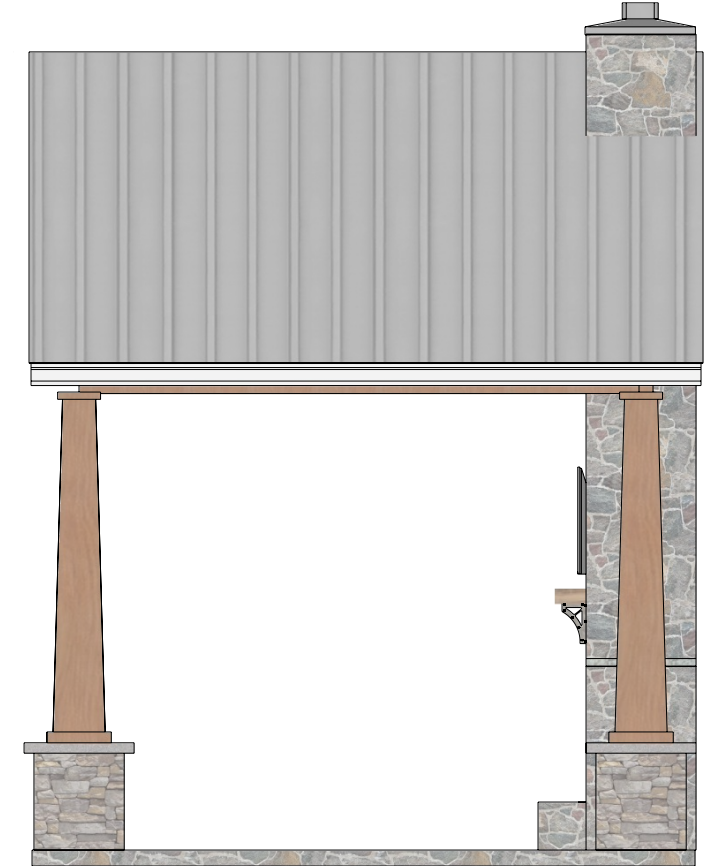
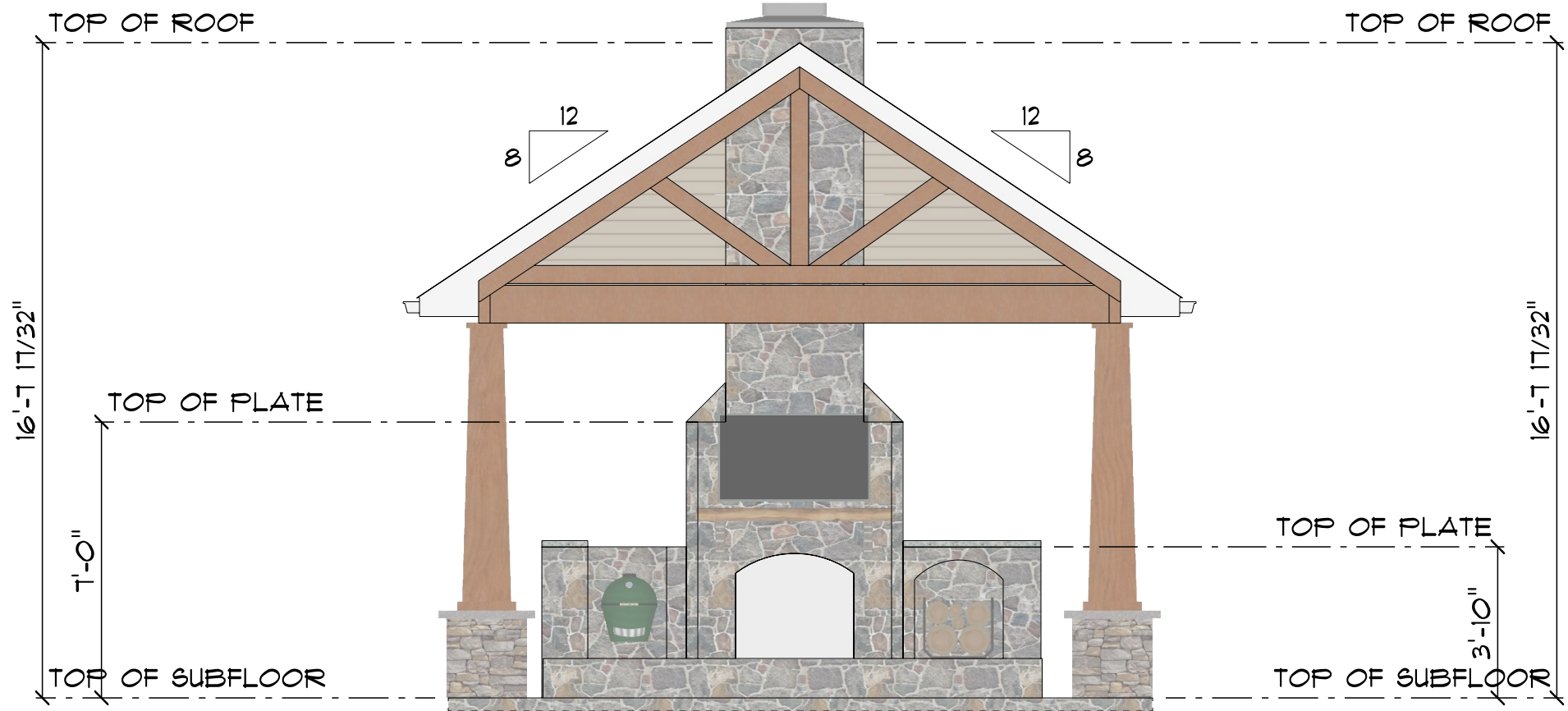
GABLE ROOF

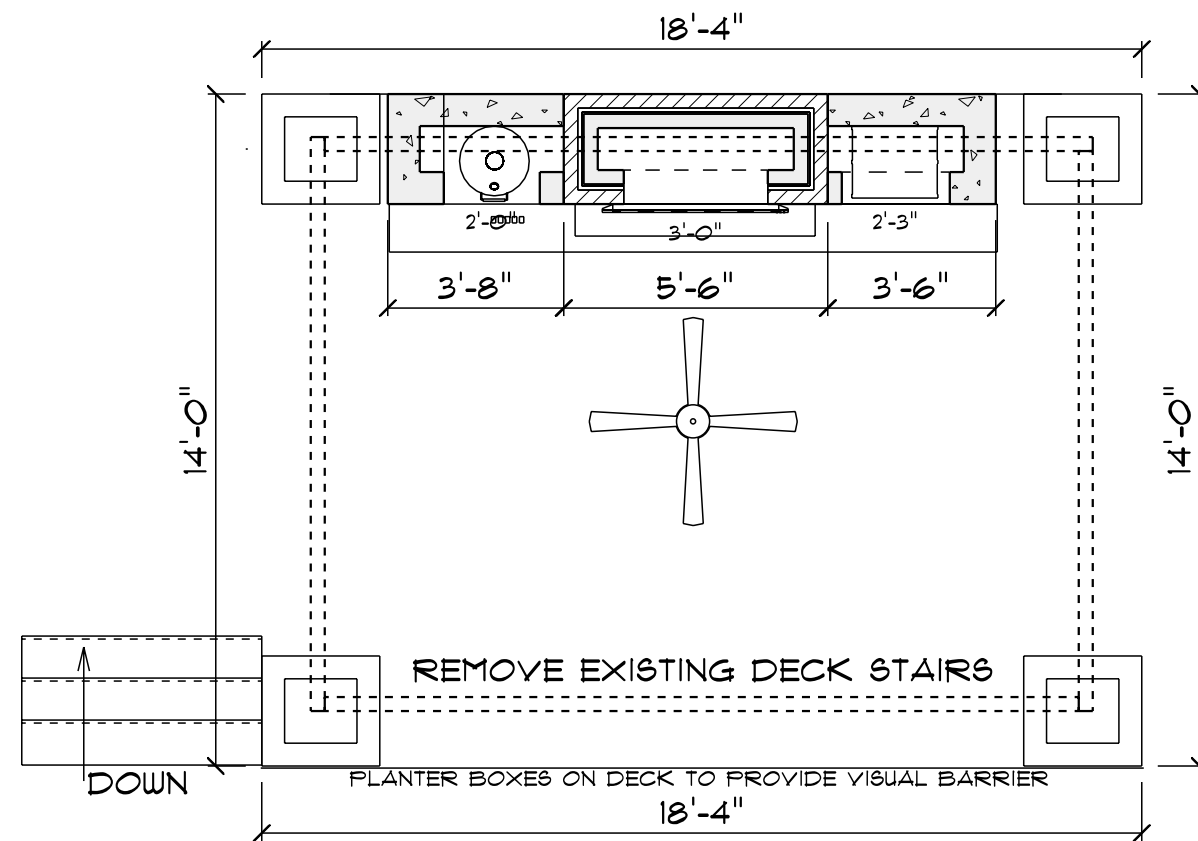
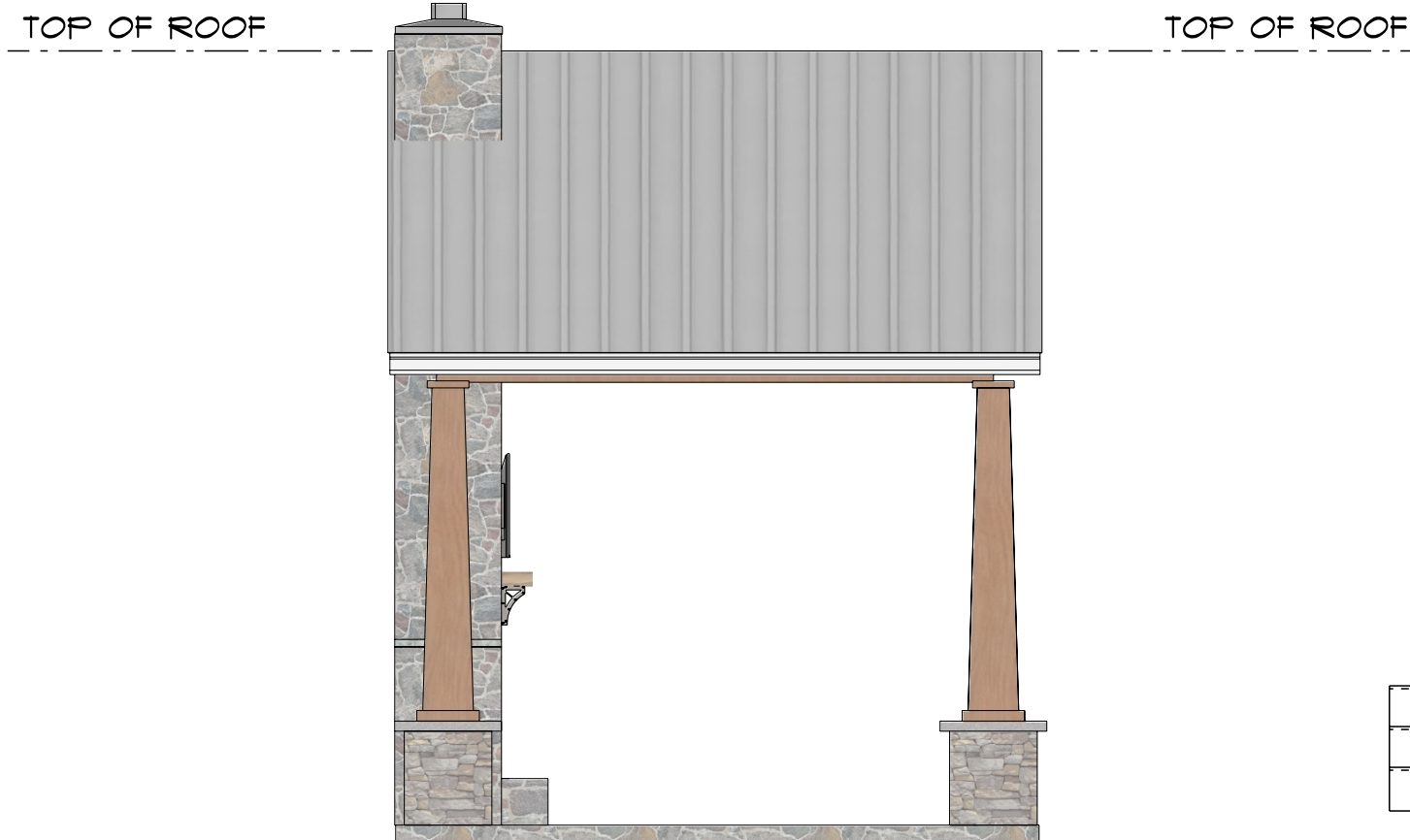
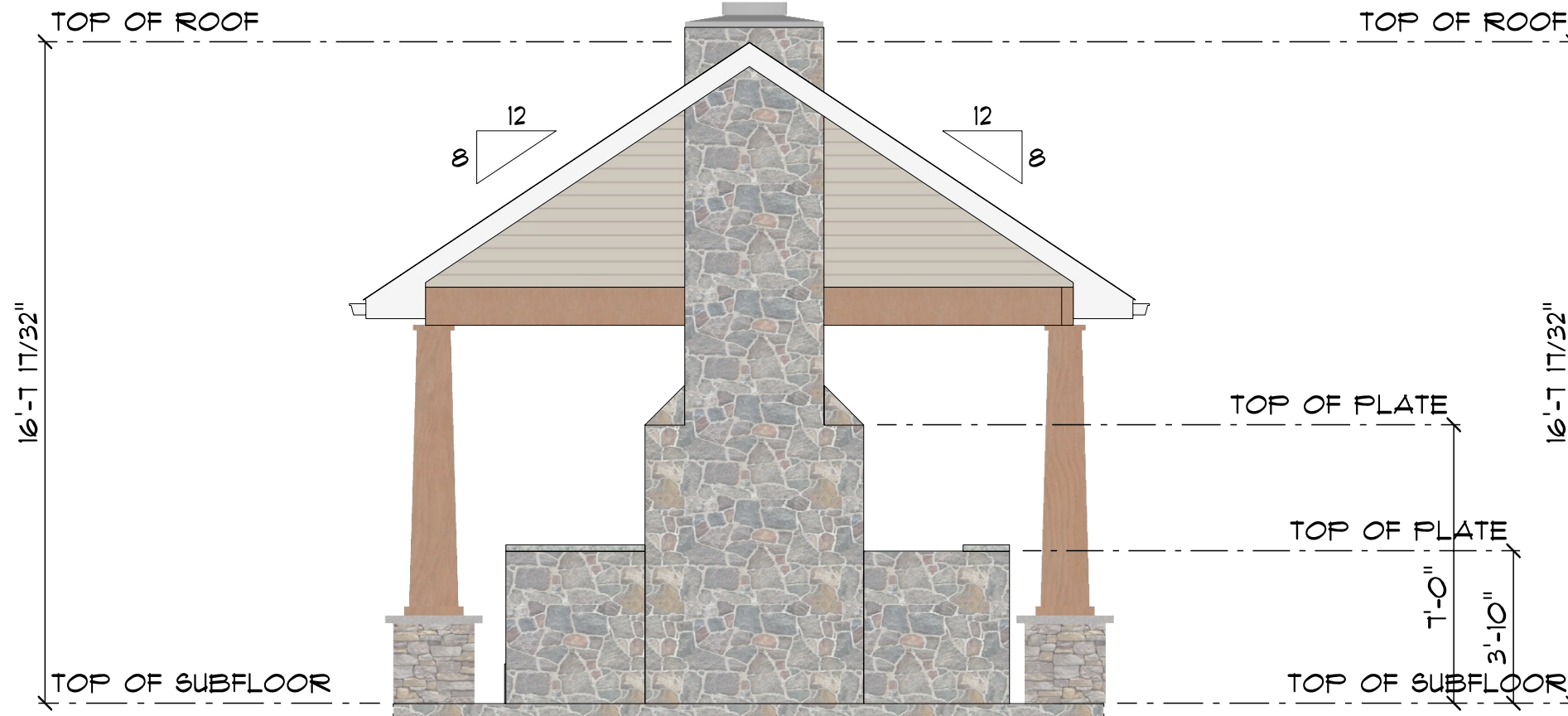
1

5/20/2025

A Backyard Cabana for Barbara and Phillip Esdale
 3420 Watertown Place, Coventry, Vestavia Hills, Alabama

SoWowMe.Com
 David B. DeLozier - (205) 368 - 4516 barry@sowowme.com







**City of Vestavia Hills
Office of the City Clerk**

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: 3420 WATERTOWN PLACE VESTAVIA, AL 35243, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: (please check all that apply).

the Property Owner and representing myself in said request.

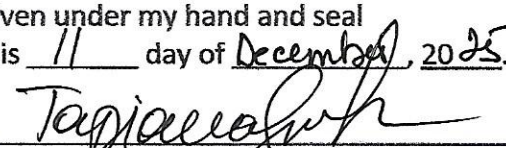
the Property Owner, but I am authorizing a Representing Agent by the name of: _____ to represent me in the following request:

And am requesting: (please check)

- | | |
|--|--|
| <input type="checkbox"/> Rezoning Request | <input checked="" type="checkbox"/> Request for Variance |
| <input type="checkbox"/> Preliminary Plat Approval | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Final Plat Approval | <input type="checkbox"/> Design Review Approval |
| <input type="checkbox"/> Conditional Use Approval | |

Signed: 
Owner Signature/Date

STATE OF ALABAMA
COUNTY OF Jefferson

Given under my hand and seal
this 11 day of December, 2025.

Notary Public



My commission expires 5 day of September, 2028.



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

January 15, 2026

AGENDA ITEM

BZA-25-27 **Clayton Graves** is requesting a **Side Setback Variance** for the property located at **3416 East Street**. The purpose of this request is to reduce the side setback to 5' in lieu of the required 15', to build a small grilling deck. The property is owned by Clayton Graves and is zoned **Vestavia Hills R-2**.

BACKGROUND

10' Side Setback Variance to Reduce the Setback to 5' in Lieu of the Required 15'

PLANNER'S REVIEW/RECOMMENDATION

The applicant is seeking a side setback variance to replace an existing deck and attached grilling deck. The applicant contends the rear septic system creates a hardship limiting building in the rear. When annexed into Vestavia Hills, this was subject to a 10' side setback as that was the requirement when under Jefferson County jurisdiction. The addition of a small grilling deck slightly pushes this further into the side setback. The septic tank is immediately to the rear of the deck structure, preventing any other placement of the grilling deck. This is zoned Vestavia Hills R-2.

ATTACHMENTS

1. Application
2. Site Plan
3. Septic Drawing
4. Aerial
5. Photo 1
6. Photo 2
7. Photo 3
8. Owner's Affidavit

Jack Wakefield
City Planner



Record No: BZA-25-27

Variance Application

Status: Active

Submitted On: 12/15/2025

Primary Location

3416 EAST ST
VESTAVIA HILLS, AL 35243

Owner

Clayton Graves
East St 3416 Vestavia Hills, AL 35243

Agenda Information

Agenda Scheduling

January 2026

Comments/Delay/Explanation

Applicant Information

I am filling this out as the

Owner

Subject Property Information

Subject Property Address

3416 East St, Vestavia Hills, AL 35243

Legal Description of Subject Property ?

LOT 7, ESTE'S 2ND ADDITION TO FARRINGTON WOOD, AS RECORDED IN MAP BOOK 140, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE IN JEFFERSON COUNTY, ALABAMA

REASONS FOR REQUEST

Front Setback Variance

Rear Setback Variance

Side Setback Variance

Setback Required*

15'

Setback Requested*

5.7'

Other Setback Variance

Lot Area Variance

Lot Width Variance

Variance for location of a fence.

Sign Code Variance

A decision of the Zoning Official which the applicant believes to be contrary to the meaning of the Zoning Ordinance.

Other

ZONING

Vestavia Hills Zoning for the subject property is

R2

PROJECT

Describe the scope of the project and/or the reason for requesting this variance.*

I am requesting a side setback variance to allow for the use of a small grilling deck. The required side setback for the property is 15', however, the property was annexed into VH with a 10.9' pre-existing side setback along its eastern border – in compliance with Jefferson County at the time of its annexation. The hardship that justifies this variance request exists due to an easement across the back 1/2 of the lot. The easement prevents the septic field lines and tank from relocation, as they currently lie in the safest and most practical footprint in relation to the easement, and as a result, prevents expansion of a grilling deck outward toward the rear of the lot. A pre-existing staircase on the western side of the deck facilitates the safest and most practical access to the driveway and pre-existing patio. Minimally expanding the deck (5.0') toward the eastern lot boundary provides the only option to safely operate a grill within the constraints of this hardship. Within my application you'll find a survey, renderings of the septic tank and field lines, pictures from the property, and an email from my neighbor, Glen Rice, expressing his approval of the variance. I am respectfully asking for this hardship variance based on the unique physical conditions of the property. Thank you for your time and consideration in hearing this request.

HARDSHIP

Please answer the following questions regarding hardship and briefly summarize and describe those things which you feel justify the action requested in the box below. An Undue Hardship is required in order to seek a variance. List, when necessary, the specific sections of the City Code(s) which have a bearing on your request. (Use additional space on separate page if necessary).*

I am requesting relief from the required 15' side setback ordinance. My property has a unique physical constraint that creates an undue hardship: a recorded easement that is fixed and non-negotiable, which occupies a significant portion of the remaining rear yard and cannot be relocated creates additional constraints with pre existing septic system. These conditions—none of which were created by me—severely limit the buildable area and make strict compliance with the setback impossible while still allowing safe, reasonable residential use of the property. The variance requested is the minimum necessary to permit a small grilling extension that will not function as added living space. The neighboring property owner sharing the affected lot line has provided written approval, and the request will not harm neighborhood character or public welfare.

Before any variance is granted, the BZA must find that ALL of the following conditions exist. Please describe each of the following details in order for the BZA to determine if these warrants the described hardship.

1. There are extraordinary and exceptional conditions, which are peculiar to the piece of property in question because of its size, shape or topography, that are not applicable to the other lands or structures in the same district. Please explain:*

The property has an easement about 30' wide that extends across the back half of the property. This limits available square footage for the septic system leaving a side extension for a grilling deck the only reasonable option.

2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other owners of property in the District in which the property is located. Please explain:*

We only seek to achieve the same reasonable and functional use of the property that other home owners of the same district currently enjoy. This request does not grant any special privilege. Any homeowner with the same physical constraints on their lot would need a similar variance to make reasonable use of their property. I am only requesting the minimum relief necessary due to the unique conditions of this lot.

3. All literal interpretations of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by others of property in the district in which the property is located. Please explain:*

With the constraints of the easement that prevent me from building outward toward the back of my property, literal interpretation of the ordinance would keep our family from enjoying normal, customary use of residential property – we would enjoy much less time together outdoors as outdoor cooking is an extremely common and normal practice of residents of the district.

4. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare. Please explain:*

The requested variance maintains harmony with the intent of the zoning ordinance by preserving neighborhood character and allowing only a modest accommodation necessary for safe outdoor grilling. This small extension is not intended to function as additional usable deck space; it will not serve as an area for regular gathering or ongoing activity, but solely as a safe location for a grill. Additionally, I have submitted a written approval from the adjacent property owner, confirming that he has no objection to the request. For these reasons, the variance will not negatively impact the neighborhood or the general welfare.

5. The special circumstances are not the intended result of the actions of the applicant (i.e., self-imposed hardship). Please explain:*

The conditions creating the need for this variance were not caused by me. The recorded easement is a fixed site condition that permanently limits the buildable area of the lot and cannot be altered by any homeowner. In addition, the existing septic tank and field lines occupy a significant portion of the remaining rear yard and must remain in their current location based on the easement boundary. Together, these two pre-existing constraints, neither of which is the result of any action on my part, leave no practical way to meet the setback as written. Therefore, the hardship is not self-imposed but arises directly from the unique and unavoidable physical conditions of the property.

6. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure. Please explain:*

The variance requested is the minimum necessary to allow a functional and code-compliant deck. The extension is limited solely to a small area required for safe outdoor grilling and does not increase the square footage of the deck to be used as a gathering area.

7. The no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or non-conforming use of lands, structures, or building in other districts shall be considered grounds for the issuance of a variance.

8. That a variance will not allow the permanent establishment of a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.*

The variance does not establish any permanent use that is prohibited under the zoning ordinance. The property will continue to be used as a single-family residence, consistent with the district's permitted uses. The variance solely addresses the deck's placement relative to the side setback and does not authorize any use or activity not already permitted by ordinance.

NOTE: In proving that an unnecessary hardship has been imposed on the property as a result of the strict interpretation of this Ordinance, the following conditions cannot be considered pertinent to the determination of whether or not an unnecessary hardship exists: (1) proof that a variance would increase the financial return from land; or (2) personal or economic hardship; or (3) self-imposed hardship. In other words, hardship alone is not sufficient to permit a variance. It must be an "unnecessary hardship." Mere financial loss of a kind, which might be common to all of the property owners in a district, is not an "unnecessary hardship."

OWNER AFFIDAVIT

I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. Simultaneously with the submittal of this application, I am hereby submitting a notarized affidavit signed by the owner of the property in the attachments section of this application. NOTE: Applications cannot be processed without the notarized owners affidavit. Owners authorization may be found on our main page.

Owner Signature

 Clayton Elliott Graves

Nov 17, 2025

AS-BUILT SURVEY

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 2 WEST IN JEFFERSON COUNTY, ALABAMA DATED: OCTOBER 8TH, 2025

STATE OF ALABAMA
JEFFERSON COUNTY

I, Gregory E. Day, a Registered Land Surveyor in the State of Alabama do hereby state that this is a true and correct map and survey of the following described property;

LOT 7, ESTE'S 2ND ADDITION TO FARRINGTON WOOD, AS RECORDED IN MAP BOOK 140, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE IN JEFFERSON COUNTY, ALABAMA.

I further state that the residence shown on said lot is within the lines of same; that there are no encroachments from adjoining property; that there are no rights-of-way, easements or joint driveways on or over said lot visible, except as may be shown thereon; that there are no telephone or electric wires (excluding those which serve the premises only) or structures or supports including poles, anchors and guy wires on or over said lot, except as may be shown thereon; and 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.

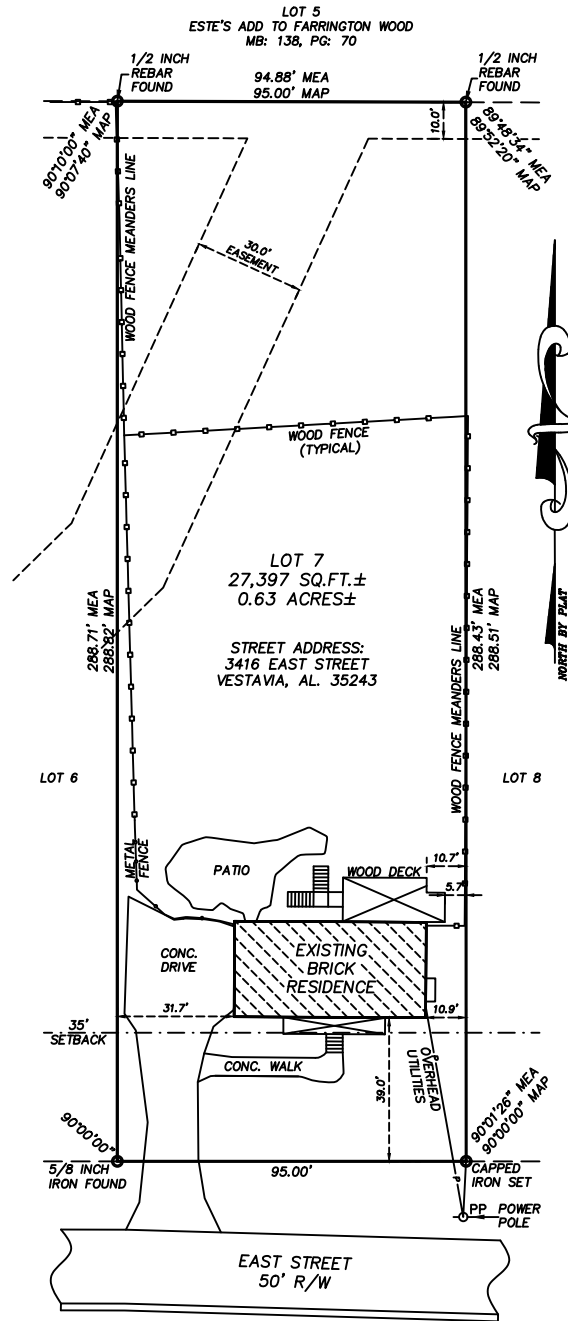
According to my survey this the 8th day of October, 2025.



Gregory E. Day

Gregory E. Day Reg. No. 16166

PREPARED BY:
Town & Country Surveying, LLC
2263 ASHLEY LANE
GARDENDALE, ALABAMA 35071
Phone # - (205) 229-1492



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

















**City of Vestavia Hills
Office of the City Clerk**

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: 3416 East St, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: *(please check all that apply)*.

the Property Owner and representing myself in said request.

the Property Owner, but I am authorizing a Representing Agent by the name of: _____ to represent me in the following request:

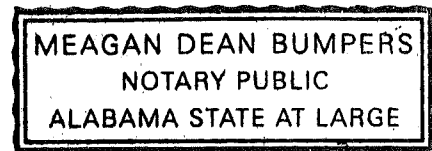
And am requesting: (please check)

- | | |
|--|--|
| <input type="checkbox"/> Rezoning Request | <input checked="" type="checkbox"/> Request for Variance |
| <input type="checkbox"/> Preliminary Plat Approval | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Final Plat Approval | <input type="checkbox"/> Design Review Approval |
| <input type="checkbox"/> Conditional Use Approval | |

Signed: Clayton Casner 11/17/25
Owner Signature/Date

STATE OF ALABAMA
COUNTY OF Jefferson

Given under my hand and seal
this 17 day of NOVEMBER, 2025.



Meagan Dean Bumpers
Notary Public

My commission expires 25 day of January, 2028.



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

January 15, 2026

AGENDA ITEM

BZA-25-21 **Kanti Sunkavalli** is requesting a **Parking Variance** for the property located at **633 Montgomery Highway**. The purpose of this request is to reduce the number of parking spaces required. The property is owned by Baker Crow and is zoned **Vestavia Hills B-1**.

BACKGROUND

Parking Variance

PLANNER'S REVIEW/RECOMMENDATION

The applicant contends that the Zoning Code requires more parking than is needed for the restaurant. They are limited to 52 seats inside and a small enclosed patio that is seasonal. Treating the patio space as a permanent indoor space results in more required parking per code, and creates an undue hardship. The applicant contends there is no more land available to add more parking spaces, and the shared parking agreements makes it so there is adequate parking on the site. The applicant also contends that the property is uniquely constrained by its narrow frontage and limited depth on Montgomery Hwy. This is zoned Vestavia Hills B-1.

ATTACHMENTS

1. Application
2. The Local Parking Calculations 1-13-26 rev 3
3. The Local Site _ Floor Plan 1-14-26
4. The Local Site pLAN 1-13-26 Rev 1
5. Survey of Lot
6. Resurvey of Lot B
7. Shared Parking Agreement
8. 1998 amendment to Cross-Parking agreement
9. Support Letters
10. Owner Permission

Jack Wakefield
City Planner



BZA-25-21

Variance Application

Status: Active

Submitted On: 8/22/2025

Primary Location

633 MONTGOMERY HWY
VESTAVIA HILLS, AL 35216

Owner

Baker Crow
6th Ave N 2012 Birmingham,
Al 35203

Applicant

Kanti Sunkavalli
 205-317-9203
 drsunkavalli@gmail.com
 633 Montgomery hwy
Vestavia Hills, Al 35216

Agenda Information

Agenda Scheduling

October 2025

Comments/Delay/Explanation

Applicant Information

I am filling this out as the

Owner

Billing/Responsible Party

Name

Kanti sunkavalli

Phone #

2053179203

Address

633 Montgomery hwy

City/State/Zip

Vestavia hills AL 35216

Email

drsunkavalli@gmail.com

Subject Property Information

Subject Property Address

633 Montgomery Hwy, Vestavia Hills, AL
35216

Legal Description of Subject Property [?](#)

Parcel ID:

2800193015005000

REASONS FOR REQUEST

Front Setback Variance

Rear Setback Variance

Side Setback Variance

Other Setback Variance

Lot Area Variance

Lot Width Variance

Variance for location of a fence.

Sign Code Variance

A decision of the Zoning Official which the applicant believes to be contrary to the meaning of the Zoning Ordinance.

Other

Details 

Parking space occupancy addressed by multi building/parcel shared parking agreement

ZONING

Vestavia Hills Zoning for the subject property is

X

PROJECT

Describe the scope of the project and/or the reason for requesting this variance.*

Because the patio is seasonal and weather-dependent and not used concurrently with the full indoor occupancy, the standard parking formulas overstate our true demand. We are requesting a variance to allow for existing shared parking agreement and right-sized parking that reflects actual use while keeping occupancy under 99 and fully compliant with fire and safety codes.

HARDSHIP

Please answer the following questions regarding hardship and briefly summarize and describe those things which you feel justify the action requested in the box below. An Undue Hardship is required in order to seek a variance. List, when necessary, the specific sections of the City Code(s) which have a bearing on your request. (Use additional space on separate page if necessary).*

The zoning code requires more parking than our restaurant actually needs. We are limited to 52 seats indoors, with a small unenclosed patio that is seasonal and not used at the same time as full indoor seating. Treating this patio the same as permanent indoor space inflates the parking requirement and creates an undue hardship, since our site cannot reasonably add more spaces without sacrificing safe access and open areas. Shared parking with neighboring businesses already provides adequate capacity, and we remain fully compliant with fire and safety codes.

Before any variance is granted, the BZA must find that ALL of the following conditions exist. Please describe each of the following details in order for the BZA to determine if these warrants the described hardship.

1. There are extraordinary and exceptional conditions, which are peculiar to the piece of property in question because of its size, shape or topography, that are not applicable to the other lands or structures in the same district. Please explain:*

Our property is uniquely constrained by its narrow frontage and limited depth along Montgomery Highway, leaving little room to expand parking without disrupting access, landscaping, or pedestrian flow. Unlike other nearby parcels in the same district, our site's size and layout do not allow for additional standard parking spaces without creating safety and circulation issues.

2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other owners of property in the District in which the property is located. Please explain:*

Granting this variance does not create a special privilege, but simply brings our parking requirement in line with actual use and site constraints, just as other businesses in the district benefit from shared parking arrangements. The variance avoids unnecessary paving, preserves open space for landscaping and safe access, and reduces stormwater runoff—providing a benefit to the community as well as to our operation.

3. All literal interpretations of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by others of property in the district in which the property is located. Please explain:*

A strict reading of the ordinance would require us to provide excess parking by counting our small unenclosed patio the same as enclosed dining space, even though under §2.1.84 it is defined as an accessory area. This deprives us of the same fair use of property that others in the district enjoy, since our actual occupancy is capped, our patio is seasonal, and we already rely on shared parking that safely meets demand.

4. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare. Please explain:*

The requested variance aligns with the ordinance's purpose by matching parking supply to actual occupancy, reducing unnecessary paving, and preserving safe access. It will not harm the neighborhood or general welfare—shared parking ensures adequate capacity, while less asphalt and more open space improve stormwater control, pedestrian safety, and overall community character.

5. The special circumstances are not the intended result of the actions of the applicant (i.e., self-imposed hardship). Please explain:*

The parking hardship arises from the property's limited size, frontage, and layout along Montgomery Highway, combined with how the ordinance counts unenclosed patio space. These conditions existed before our tenancy and are not the result of any action by the applicant; we are simply seeking a reasonable adjustment so the site can be used as intended.

6. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure. Please explain:*

This request is limited to a reduction in the parking requirement necessary to match our actual capped occupancy and the accessory nature of our patio. It does not expand seating or operations beyond what is permitted; it simply provides the minimum relief needed to make the restaurant use legally possible on this site.

7. The no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or non-conforming use of lands, structures, or building in other districts shall be considered grounds for the issuance of a variance.

8. That a variance will not allow the permanent establishment of a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.*

The variance concerns only the number of required parking spaces and does not create or permit any new or prohibited use. The property will continue to operate as a restaurant, which is an allowed use in this district, and the variance simply adjusts parking to reflect actual conditions.

NOTE: In proving that an unnecessary hardship has been imposed on the property as a result of the strict interpretation of this Ordinance, the following conditions cannot be considered pertinent to the determination of whether or not an unnecessary hardship exists: (1) proof that a variance would increase the financial return from land; or (2) personal or economic hardship; or (3) self-imposed hardship. In other words, hardship alone is not sufficient to permit a variance. It must be an "unnecessary hardship." Mere financial loss of a kind, which might be common to all of the property owners in a district, is not an "unnecessary hardship."

OWNER AFFIDAVIT

I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. Simultaneously with the submittal of this application, I am hereby submitting a notarized affidavit signed by the owner of the property in the attachments section of this application. NOTE: Applications cannot be processed without the notarized owners affidavit. Owners authorization may be found on our main page.

Owner Signature

✔ Kanti Kiran Sunkavalli

Aug 22, 2025

L Squared

January 13, 2026

Wells Fargo Bank – 12 spaces required x .9 = 11 spaces

Bob's Power Equipment – 23 spaces required x .9 = 21 spaces

Donato's – 18 spaces required x .7 = 13 spaces

AMA - 19 spaces required x .9 = 18 spaces

The Local – 60 indoor seats +66 outdoor seats = 126 seats + 8 employees

46 spaces required x .7 = 33 spaces

Warren Place tenants– 35 spaces required x .9 = 32 spaces (32 spaces provided)

Roll's Bakery –

6 seats = 2 spaces + 2 employee spaces = 4 spaces required x .7 = 3 spaces

Eye See Optical –

1 doc – 4 spaces + no additional employees = 5 spaces

Alan & Co. Fine Jewelry –

1,563 s.f / 300 s.f per space = 6 spaces x .9 = 6 spaces

Sports Clips –

1,924 s.f. / 200 s.f per space = 10 spaces x .9 = 9 spaces

VIP Nails –

1,563 s.f / 200 s.f per space = 8 spaces x .9 = 8 spaces

Total Space required 150 spaces required - 128 spaces with city reduction

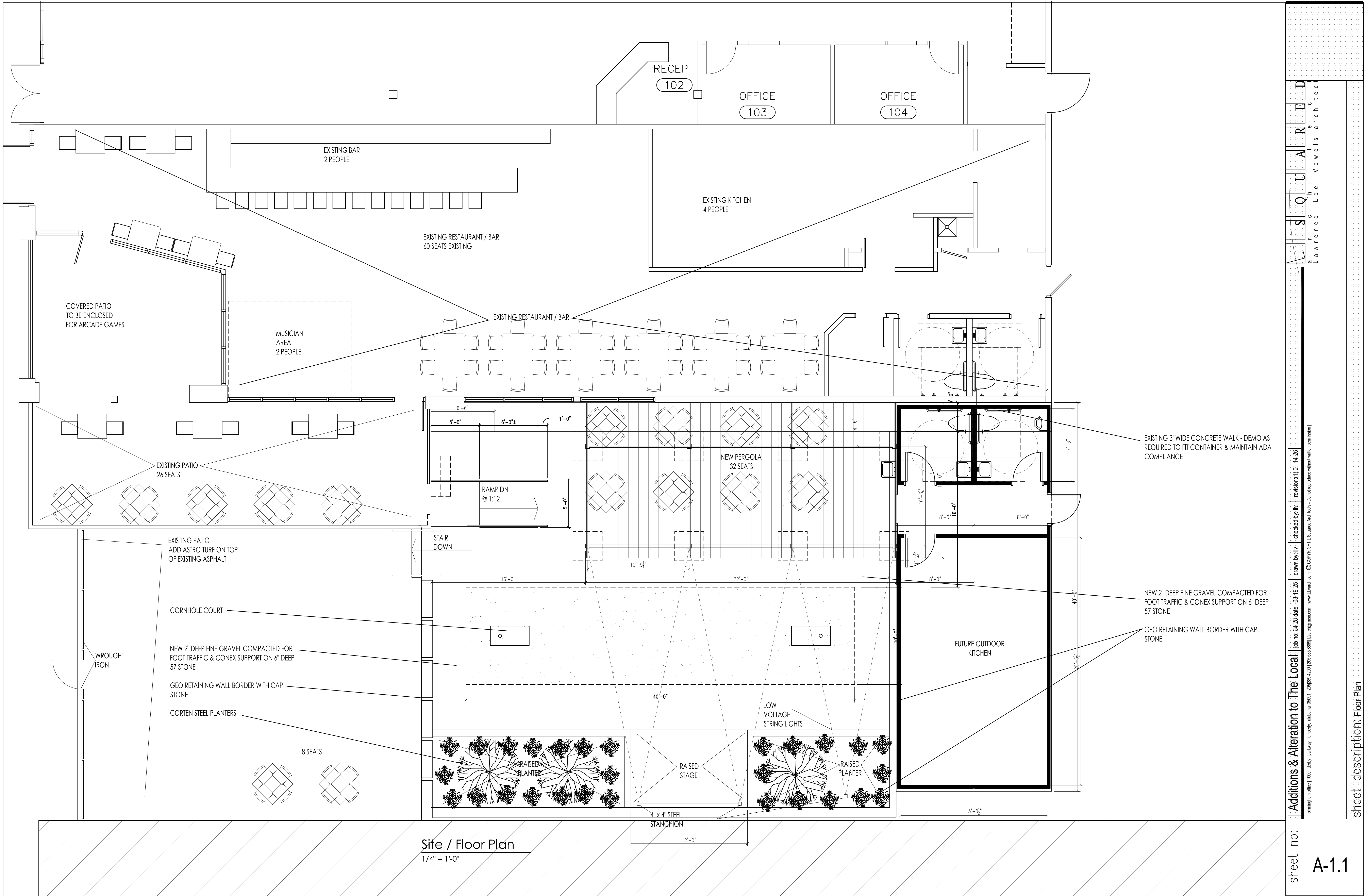
Total Existing Spaces 122 spaces + 6 new spaces = 128 spaces provided

Lawrence Vowels

Lawrence “Lonnie” Vowels
L Squared architect

|205|289|4200 |phone|
L2arch@msn.com | email |

1000 derby parkway| kimberly, alabama | 35091|
www.llvarch.com |website|



RECEPT
102

OFFICE
103

OFFICE
104

EXISTING BAR
2 PEOPLE

EXISTING KITCHEN
4 PEOPLE

EXISTING RESTAURANT / BAR
60 SEATS EXISTING

COVERED PATIO
TO BE ENCLOSED
FOR ARCADE GAMES

MUSICIAN
AREA
2 PEOPLE

EXISTING RESTAURANT / BAR

EXISTING PATIO
26 SEATS

NEW PERGOLA
32 SEATS

EXISTING 3' WIDE CONCRETE WALK - DEMO AS
REQUIRED TO FIT CONTAINER & MAINTAIN ADA
COMPLIANCE

EXISTING PATIO
ADD ASTRO TURF ON TOP
OF EXISTING ASPHALT

RAMP DN
@ 1:12

STAIR
DOWN

NEW 2" DEEP FINE GRAVEL COMPACTED FOR
FOOT TRAFFIC & CONEX SUPPORT ON 6" DEEP
57 STONE

CORNHOLE COURT

NEW 2" DEEP FINE GRAVEL COMPACTED FOR
FOOT TRAFFIC & CONEX SUPPORT ON 6" DEEP
57 STONE

GEO RETAINING WALL BORDER WITH CAP
STONE

CORTEN STEEL PLANTERS

GEO RETAINING WALL BORDER WITH CAP
STONE

FUTURE OUTDOOR
KITCHEN

WROUGHT
IRON

8 SEATS

LOW VOLTAGE
STRING LIGHTS

RAISED
PLANTER

RAISED
STAGE

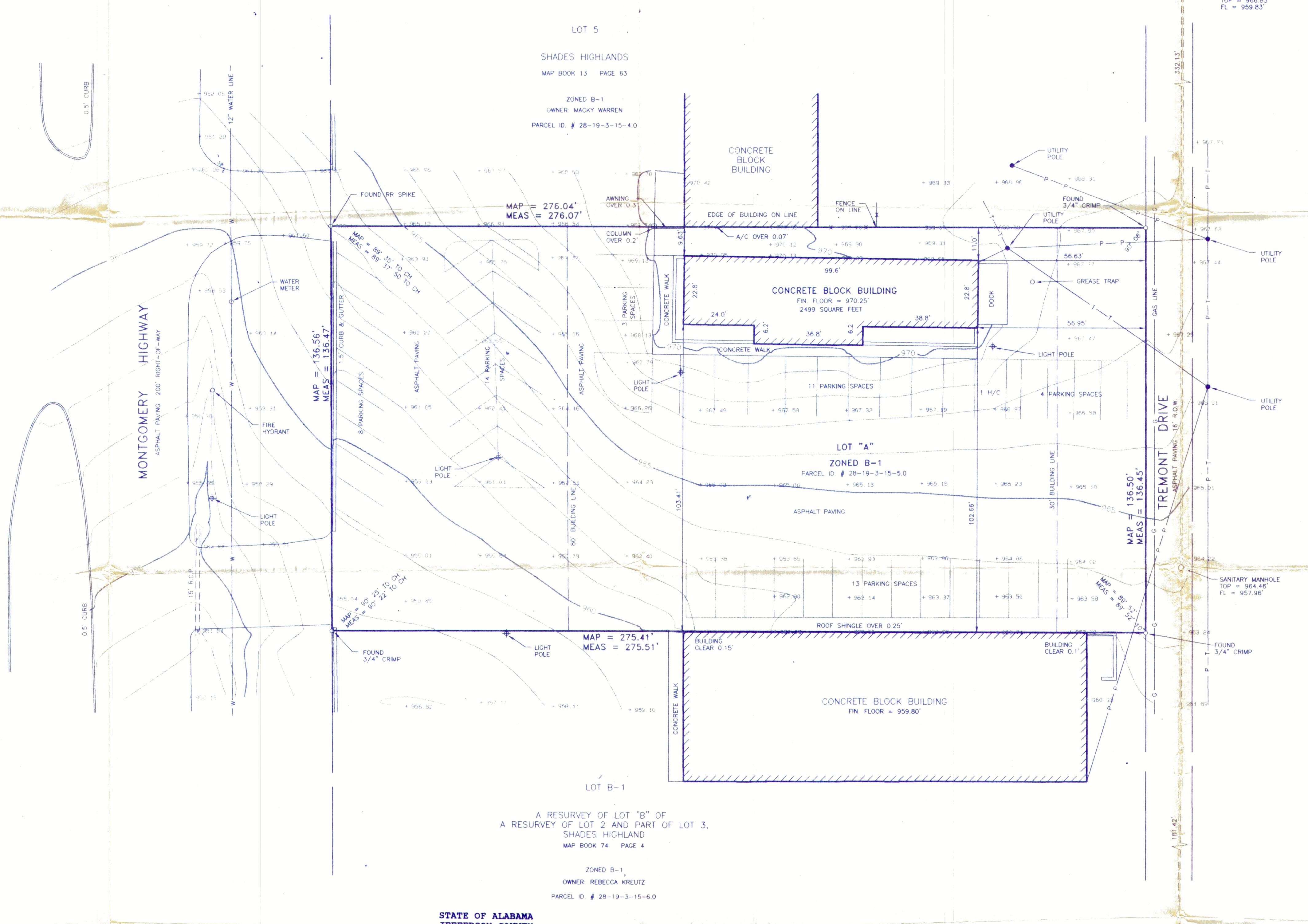
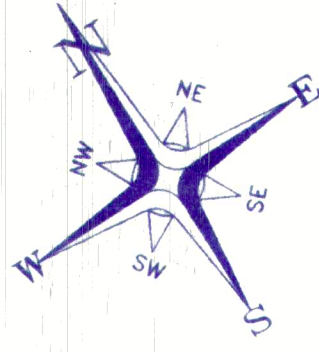
RAISED
PLANTER

4" x 4" STEEL
STANCHION

Site / Floor Plan
1/4" = 1'-0"

LSQURD
Lawrence Lee Vowels Architect

job no: 34-28 date: 08-19-25 drawn by: ilv checked by: ilv
 Birmingham office 1000 6thy parkway | huntsville, alabama 35891 | 256.595.8888 | 256.595.8820 | 256.595.8821 | 256.595.8822 | 256.595.8823 | 256.595.8824 | 256.595.8825 | 256.595.8826 | 256.595.8827 | 256.595.8828 | 256.595.8829 | 256.595.8830 | 256.595.8831 | 256.595.8832 | 256.595.8833 | 256.595.8834 | 256.595.8835 | 256.595.8836 | 256.595.8837 | 256.595.8838 | 256.595.8839 | 256.595.8840 | 256.595.8841 | 256.595.8842 | 256.595.8843 | 256.595.8844 | 256.595.8845 | 256.595.8846 | 256.595.8847 | 256.595.8848 | 256.595.8849 | 256.595.8850 | 256.595.8851 | 256.595.8852 | 256.595.8853 | 256.595.8854 | 256.595.8855 | 256.595.8856 | 256.595.8857 | 256.595.8858 | 256.595.8859 | 256.595.8860 | 256.595.8861 | 256.595.8862 | 256.595.8863 | 256.595.8864 | 256.595.8865 | 256.595.8866 | 256.595.8867 | 256.595.8868 | 256.595.8869 | 256.595.8870 | 256.595.8871 | 256.595.8872 | 256.595.8873 | 256.595.8874 | 256.595.8875 | 256.595.8876 | 256.595.8877 | 256.595.8878 | 256.595.8879 | 256.595.8880 | 256.595.8881 | 256.595.8882 | 256.595.8883 | 256.595.8884 | 256.595.8885 | 256.595.8886 | 256.595.8887 | 256.595.8888 | 256.595.8889 | 256.595.8890 | 256.595.8891 | 256.595.8892 | 256.595.8893 | 256.595.8894 | 256.595.8895 | 256.595.8896 | 256.595.8897 | 256.595.8898 | 256.595.8899 | 256.595.8900 | 256.595.8901 | 256.595.8902 | 256.595.8903 | 256.595.8904 | 256.595.8905 | 256.595.8906 | 256.595.8907 | 256.595.8908 | 256.595.8909 | 256.595.8910 | 256.595.8911 | 256.595.8912 | 256.595.8913 | 256.595.8914 | 256.595.8915 | 256.595.8916 | 256.595.8917 | 256.595.8918 | 256.595.8919 | 256.595.8920 | 256.595.8921 | 256.595.8922 | 256.595.8923 | 256.595.8924 | 256.595.8925 | 256.595.8926 | 256.595.8927 | 256.595.8928 | 256.595.8929 | 256.595.8930 | 256.595.8931 | 256.595.8932 | 256.595.8933 | 256.595.8934 | 256.595.8935 | 256.595.8936 | 256.595.8937 | 256.595.8938 | 256.595.8939 | 256.595.8940 | 256.595.8941 | 256.595.8942 | 256.595.8943 | 256.595.8944 | 256.595.8945 | 256.595.8946 | 256.595.8947 | 256.595.8948 | 256.595.8949 | 256.595.8950 | 256.595.8951 | 256.595.8952 | 256.595.8953 | 256.595.8954 | 256.595.8955 | 256.595.8956 | 256.595.8957 | 256.595.8958 | 256.595.8959 | 256.595.8960 | 256.595.8961 | 256.595.8962 | 256.595.8963 | 256.595.8964 | 256.595.8965 | 256.595.8966 | 256.595.8967 | 256.595.8968 | 256.595.8969 | 256.595.8970 | 256.595.8971 | 256.595.8972 | 256.595.8973 | 256.595.8974 | 256.595.8975 | 256.595.8976 | 256.595.8977 | 256.595.8978 | 256.595.8979 | 256.595.8980 | 256.595.8981 | 256.595.8982 | 256.595.8983 | 256.595.8984 | 256.595.8985 | 256.595.8986 | 256.595.8987 | 256.595.8988 | 256.595.8989 | 256.595.8990 | 256.595.8991 | 256.595.8992 | 256.595.8993 | 256.595.8994 | 256.595.8995 | 256.595.8996 | 256.595.8997 | 256.595.8998 | 256.595.8999 | 256.595.9000 | 256.595.9001 | 256.595.9002 | 256.595.9003 | 256.595.9004 | 256.595.9005 | 256.595.9006 | 256.595.9007 | 256.595.9008 | 256.595.9009 | 256.595.9010 | 256.595.9011 | 256.595.9012 | 256.595.9013 | 256.595.9014 | 256.595.9015 | 256.595.9016 | 256.595.9017 | 256.595.9018 | 256.595.9019 | 256.595.9020 | 256.595.9021 | 256.595.9022 | 256.595.9023 | 256.595.9024 | 256.595.9025 | 256.595.9026 | 256.595.9027 | 256.595.9028 | 256.595.9029 | 256.595.9030 | 256.595.9031 | 256.595.9032 | 256.595.9033 | 256.595.9034 | 256.595.9035 | 256.595.9036 | 256.595.9037 | 256.595.9038 | 256.595.9039 | 256.595.9040 | 256.595.9041 | 256.595.9042 | 256.595.9043 | 256.595.9044 | 256.595.9045 | 256.595.9046 | 256.595.9047 | 256.595.9048 | 256.595.9049 | 256.595.9050 | 256.595.9051 | 256.595.9052 | 256.595.9053 | 256.595.9054 | 256.595.9055 | 256.595.9056 | 256.595.9057 | 256.595.9058 | 256.595.9059 | 256.595.9060 | 256.595.9061 | 256.595.9062 | 256.595.9063 | 256.595.9064 | 256.595.9065 | 256.595.9066 | 256.595.9067 | 256.595.9068 | 256.595.9069 | 256.595.9070 | 256.595.9071 | 256.595.9072 | 256.595.9073 | 256.595.9074 | 256.595.9075 | 256.595.9076 | 256.595.9077 | 256.595.9078 | 256.595.9079 | 256.595.9080 | 256.595.9081 | 256.595.9082 | 256.595.9083 | 256.595.9084 | 256.595.9085 | 256.595.9086 | 256.595.9087 | 256.595.9088 | 256.595.9089 | 256.595.9090 | 256.595.9091 | 256.595.9092 | 256.595.9093 | 256.595.9094 | 256.595.9095 | 256.595.9096 | 256.595.9097 | 256.595.9098 | 256.595.9099 | 256.595.9100 | 256.595.9101 | 256.595.9102 | 256.595.9103 | 256.595.9104 | 256.595.9105 | 256.595.9106 | 256.595.9107 | 256.595.9108 | 256.595.9109 | 256.595.9110 | 256.595.9111 | 256.595.9112 | 256.595.9113 | 256.595.9114 | 256.595.9115 | 256.595.9116 | 256.595.9117 | 256.595.9118 | 256.595.9119 | 256.595.9120 | 256.595.9121 | 256.595.9122 | 256.595.9123 | 256.595.9124 | 256.595.9125 | 256.595.9126 | 256.595.9127 | 256.595.9128 | 256.595.9129 | 256.595.9130 | 256.595.9131 | 256.595.9132 | 256.595.9133 | 256.595.9134 | 256.595.9135 | 256.595.9136 | 256.595.9137 | 256.595.9138 | 256.595.9139 | 256.595.9140 | 256.595.9141 | 256.595.9142 | 256.595.9143 | 256.595.9144 | 256.595.9145 | 256.595.9146 | 256.595.9147 | 256.595.9148 | 256.595.9149 | 256.595.9150 | 256.595.9151 | 256.595.9152 | 256.595.9153 | 256.595.9154 | 256.595.9155 | 256.595.9156 | 256.595.9157 | 256.595.9158 | 256.595.9159 | 256.595.9160 | 256.595.9161 | 256.595.9162 | 256.595.9163 | 256.595.9164 | 256.595.9165 | 256.595.9166 | 256.595.9167 | 256.595.9168 | 256.595.9169 | 256.595.9170 | 256.595.9171 | 256.595.9172 | 256.595.9173 | 256.595.9174 | 256.595.9175 | 256.595.9176 | 256.595.9177 | 256.595.9178 | 256.595.9179 | 256.595.9180 | 256.595.9181 | 256.595.9182 | 256.595.9183 | 256.595.9184 | 256.595.9185 | 256.595.9186 | 256.595.9187 | 256.595.9188 | 256.595.9189 | 256.595.9190 | 256.595.9191 | 256.595.9192 | 256.595.9193 | 256.595.9194 | 256.595.9195 | 256.595.9196 | 256.595.9197 | 256.595.9198 | 256.595.9199 | 256.595.9200 | 256.595.9201 | 256.595.9202 | 256.595.9203 | 256.595.9204 | 256.595.9205 | 256.595.9206 | 256.595.9207 | 256.595.9208 | 256.595.9209 | 256.595.9210 | 256.595.9211 | 256.595.9212 | 256.595.9213 | 256.595.9214 | 256.595.9215 | 256.595.9216 | 256.595.9217 | 256.595.9218 | 256.595.9219 | 256.595.9220 | 256.595.9221 | 256.595.9222 | 256.595.9223 | 256.595.9224 | 256.595.9225 | 256.595.9226 | 256.595.9227 | 256.595.9228 | 256.595.9229 | 256.595.9230 | 256.595.9231 | 256.595.9232 | 256.595.9233 | 256.595.9234 | 256.595.9235 | 256.595.9236 | 256.595.9237 | 256.595.9238 | 256.595.9239 | 256.595.9240 | 256.595.9241 | 256.595.9242 | 256.595.9243 | 256.595.9244 | 256.595.9245 | 256.595.9246 | 256.595.9247 | 256.595.9248 | 256.595.9249 | 256.595.9250 | 256.595.9251 | 256.595.9252 | 256.595.9253 | 256.595.9254 | 256.595.9255 | 256.595.9256 | 256.595.9257 | 256.595.9258 | 256.595.9259 | 256.595.9260 | 256.595.9261 | 256.595.9262 | 256.595.9263 | 256.595.9264 | 256.595.9265 | 256.595.9266 | 256.595.9267 | 256.595.9268 | 256.595.9269 | 256.595.9270 | 256.595.9271 | 256.595.9272 | 256.595.9273 | 256.595.9274 | 256.595.9275 | 256.595.9276 | 256.595.9277 | 256.595.9278 | 256.595.9279 | 256.595.9280 | 256.595.9281 | 256.595.9282 | 256.595.9283 | 256.595.9284 | 256.595.9285 | 256.595.9286 | 256.595.9287 | 256.595.9288 | 256.595.9289 | 256.595.9290 | 256.595.9291 | 256.595.9292 | 256.595.9293 | 256.595.9294 | 256.595.9295 | 256.595.9296 | 256.595.9297 | 256.595.9298 | 256.595.9299 | 256.595.9300 | 256.595.9301 | 256.595.9302 | 256.595.9303 | 256.595.9304 | 256.595.9305 | 256.595.9306 | 256.595.9307 | 256.595.9308 | 256.595.9309 | 256.595.9310 | 256.595.9311 | 256.595.9312 | 256.595.9313 | 256.595.9314 | 256.595.9315 | 256.595.9316 | 256.595.9317 | 256.595.9318 | 256.595.9319 | 256.595.9320 | 256.595.9321 | 256.595.9322 | 256.595.9323 | 256.595.9324 | 256.595.9325 | 256.595.9326 | 256.595.9327 | 256.595.9328 | 256.595.9329 | 256.595.9330 | 256.595.9331 | 256.595.9332 | 256.595.9333 | 256.595.9334 | 256.595.9335 | 256.595.9336 | 256.595.9337 | 256.595.9338 | 256.595.9339 | 256.595.9340 | 256.595.9341 | 256.595.9342 | 256.595.9343 | 256.595.9344 | 256.595.9345 | 256.595.9346 | 256.595.9347 | 256.595.9348 | 256.595.9349 | 256.595.9350 | 256.595.9351 | 256.595.9352 | 256.595.9353 | 256.595.9354 | 256.595.9355 | 256.595.9356 | 256.595.9357 | 256.595.9358 | 256.595.9359 | 256.595.9360 | 256.595.9361 | 256.595.9362 | 256.595.9363 | 256.595.9364 | 256.595.9365 | 256.595.9366 | 256.595.9367 | 256.595.9368 | 256.595.9369 | 256.595.9370 | 256.595.9371 | 256.595.9372 | 256.595.9373 | 256.595.9374 | 256.595.9375 | 256.595.9376 | 256.595.9377 | 256.595.9378 | 256.595.9379 | 256.595.9380 | 256.595.9381 | 256.595.9382 | 256.595.9383 | 256.595.9384 | 256.595.9385 | 256.595.9386 | 256.595.9387 | 256.595.9388 | 256.595.9389 | 256.595.9390 | 256.595.9391 | 256.595.9392 | 256.595.9393 | 256.595.9394 | 256.595.9395 | 256.595.9396 | 256.595.9397 | 256.595.9398 | 256.595.9399 | 256.595.9400 | 256.595.9401 | 256.595.9402 | 256.595.9403 | 256.595.9404 | 256.595.9405 | 256.595.9406 | 256.595.9407 | 256.595.9408 | 256.595.9409 | 256.595.9410 | 256.595.9411 | 256.595.9412 | 256.595.9413 | 256.595.9414 | 256.595.9415 | 256.595.9416 | 256.595.9417 | 256.595.9418 | 256.595.9419 | 256.595.9420 | 256.595.9421 | 256.595.9422 | 256.595.9423 | 256.595.9424 | 256.595.9425 | 256.595.9426 | 256.595.9427 | 256.595.9428 | 256.595.9429 | 256.595.9430 | 256.595.9431 | 256.595.9432 | 256.595.9433 | 256.595.9434 | 256.595.9435 | 256.595.9436 | 256.595.9437 | 256.595.9438 | 256.595.9439 | 256.595.9440 | 256.595.9441 | 256.595.9442 | 256.595.9443 | 256.595.9444 | 256.595.9445 | 256.595.9446 | 256.595.9447 | 256.595.9448 | 256.595.9449 | 256.595.9450 | 256.595.9451 | 256.595.9452 | 256.595.9453 | 256.595.9454 | 256.595.9455 | 256.595.9456 | 256.595.9457 | 256.595.9458 | 256.595.9459 | 256.595.9460 | 256.595.9461 | 256.595.9462 | 256.595.9463 | 256.595.9464 | 256.595.9465 | 256.595.9466 | 256.595.9467 | 256.595.9468 | 256.595.9469 | 256.595.9470 | 256.595.9471 | 256.595.9472 | 256.595.9473 | 256.595.9474 | 256.595.9475 | 256.595.9476 | 256.595.9477 | 256.595.9478 | 256.595.9479 | 256.595.9480 | 256.595.9481 | 256.595.9482 | 256.595.9483 | 256.595.9484 | 256.595.9485 | 256.595.9486 | 256.595.9487 | 256.595.9488 | 256.595.9489 | 256.595.9490 | 256.595.9491 | 256.595.9492 | 256.595.9493 | 256.595.9494 | 256.595.9495 | 256.595.9496 | 256.595.9497 | 256.595.9498 | 256.595.9499 | 256.595.9500 | 256.595.9501 | 256.595.9502 | 256.595.9503 | 256.595.9504 | 256.595.9505 | 256.595.9506 | 256.595.9507 | 256.595.9508 | 256.595.9509 | 256.595.9510 | 256.595.9511 | 256.595.9512 | 256.595.9513 | 256.595.9514 | 256.595.9515 | 256.595.9516 | 256.595.9517 | 256.595.9518 | 256.595.9519 | 256.595.9520 | 256.595.9521 | 256.595.9522 | 256.595.9523 | 256.595.9524 | 256.595.9525 | 256.595.9526 | 256.595.9527 | 256.595.9528 | 256.595.9529 | 256.595.9530 | 256.595.9531 | 256.595.9532 | 256.595.9533 | 256.595.9534 | 256.595.9535 | 256.595.9536 | 256.595.9537 | 256.595.9538 | 256.595.9539 | 256.595.9540 | 256.595.9541 | 256.595.9542 | 256.595.9543 | 256.595.9544 | 256.595.9545 | 256.595.9546 | 256.595.9547 | 256.595.9548 | 256.595.9549 | 256.595.9550 | 256.595.9551 | 256.595.9552 | 256.595.9553 | 256.595.9554 | 256.595.9555 | 256.595.9556 | 256.595.9557 | 256.595.9558 | 256.595.9559 | 256.595.9560 | 256.595.9561 | 256.595.9562 | 256.595.9563 | 256.595.9564 | 256.595.9565 | 256.595.9566 | 256.595.9567 | 256.595.9568 | 256.595.9569 | 256.595.9570 | 256.595.9571 | 256.595.9572 | 256.595.9573 | 256.595.9574 | 256.595.9575 | 256.595.9576 | 256.595.9577 | 256.595.9578 | 256.595.9579 | 256.595.9580 | 256.595.9581 | 25



LOT 5
SHADES HIGHLANDS
MAP BOOK 13 PAGE 83
ZONED B-1
OWNER: MACKY WARREN
PARCEL ID. # 28-19-3-15-4.0

LOT "A"
ZONED B-1
PARCEL ID # 28-19-3-15-5.0

LOT B-1
A RESURVEY OF LOT "B" OF
A RESURVEY OF LOT 2 AND PART OF LOT 3,
SHADES HIGHLAND
MAP BOOK 74 PAGE 4
ZONED B-1
OWNER: REBECCA KREUTZ
PARCEL ID. # 28-19-3-15-6.0

STATE OF ALABAMA
JEFFERSON COUNTY

I, W. STEWART HARKINS, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT PLAT OR MAP OF A SURVEY MADE BY ME OF:

LOT "A" SURVEY — A RESURVEY OF PART OF LOTS 3 & 4, SHADES HIGHLANDS AND LOTS 8 & 9, BURGINS RESURVEY OF LOTS 13, 14 & 15 & PART OF LOTS 3 & 4 OF SHADES HIGHLANDS RECORDED IN MAP BOOK 56 PAGE 18, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

I FURTHER CERTIFY THAT THE BUILDINGS SHOWN ON SAID LOT ARE WITHIN THE LINES OF SAME EXCEPT AS MAY BE SHOWN, THAT THERE ARE NO ENCROACHMENTS FROM ADJOINING PROPERTY EXCEPT AS MAY BE SHOWN, THAT THERE ARE NO RIGHTS OF WAY, EASEMENTS, OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS MAY BE SHOWN, THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY), OR STRUCTURES OR SUPPORTS THEREFORE, INCLUDING POLES, ANCHORS, AND GUY WIRES ON OR OVER SAID PREMISES EXCEPT AS MAY BE SHOWN. I FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA AND I HAVE CONSULTED THE F.I.A. FLOOD HAZARD BOUNDARY MAPS, AND FOUND THAT THIS PROPERTY IS NOT LOCATED IN A SPECIALLY DESIGNATED FLOOD HAZARD AREA. (ZONE "C" COMMUNITY PANEL NOT PRINTED.)

THE CORRECT STREET ADDRESS IS: 629 MONTGOMERY HIGHWAY VESTAVIA HILLS, AL 35216

TOPOGRAPHIC SURVEY
DATE: 6-29-97
ORDERED BY: SMITH
FILE NO.: 2894
FB: J-1 PG. # 116

W. Stewart Harkins
W. STEWART HARKINS / REG. NO. 18394
HARKINS SURVEYING, INC.
12 OFFICE PARK CIRCLE SUITE 104
BIRMINGHAM, AL 35223
(205) 871-1959



NOTE: MINIMUM SETBACK DEPTH
FRONT 80 FEET
REAR 30 FEET
MAXIMUM HEIGHT
35 FEET
3 STORIES

ALAGASCO (205) 326-8200
WATER WORKS (205) 251-5634
CITY OF VESTAVIA (205) 978-0131

REVISIONS

HARKINS SURVEYING, INC.
12 OFFICE PARK CIRCLE
SUITE 104
BIRMINGHAM, AL 35223
(205) 871-1959

DATE 6-29-97

SCALE 1" = 20'

JOB NO. 2894

DRAWN D.B.E.

TOPOGRAPHIC SURVEY OF LOT "A"
A RESURVEY OF PART OF
SHADES HIGHLANDS

SHEET TITLE PROJECT

SHEET

Survey of ... B-19 / 26th / E-14 / 10-10

A RESURVEY OF LOT 'B' OF

A RESURVEY OF LOT 2 AND PART OF LOT 3, SHADES HIGHLANDS

(Recorded in Map Book , Page)

Situated in the S.E. 1/4 of S.W. 1/4 of Sec. 19, Twp. 18 S, R. 2 W.
Scale: 1" = 80'

January, 1965

WALTER SCHOEL ENGINEERING CO.

Graphic Scale



STATE OF ALABAMA
JEFFERSON COUNTY

We, Joseph D. Schoel, Civil Engineer and Surveyor and Ollie W. McClung, Owner, do hereby certify that this is a correct plat or map of a survey made by Joseph D. Schoel, Civil Engineer and Surveyor, of the aforesaid property showing the streets, avenues, alleys or other public ways and giving the name and width of each street and avenue and the number and dimension of each lot and block and showing the relation of the land so platted to the Government Survey situated in the S. E. 1/4 of the S. W. 1/4 of Section 19, Township 18 South, Range 2 West, of the Huntsville Principal Meridian, Jefferson County, Alabama.

In Witness Whereof the said Joseph D. Schoel has set his name and seal and Ollie W. McClung, Owner, have these presents to be executed in their behalf this the 7th day of January, 1965.

Ollie W. McClung
Ollie W. McClung, Owner

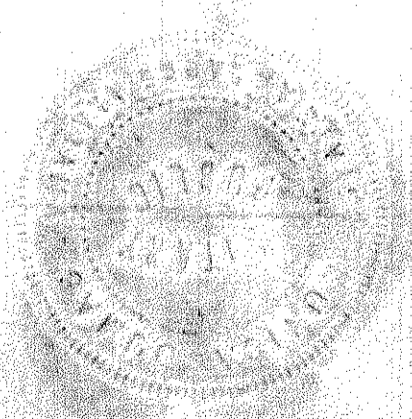
Joseph D. Schoel
Joseph D. Schoel, Ala. Reg. No. 4405

STATE OF ALABAMA
JEFFERSON COUNTY

I, Enrica Dumas, a Notary Public in and for said County and State hereby certify that Joseph D. Schoel, whose name is signed to the foregoing certificate as Civil Engineer and Surveyor, and Ollie W. McClung, whose name as Owner is signed to the foregoing certificate and who are known to me, acknowledged before me, on this date, that being informed of the contents of said certificate, they executed the same voluntarily on the day the same bears date.

Given Under My Hand and Seal this the 7th day of January, 1965.

Enrica Dumas
Notary Public



APPROVED:

By: W. B. Braker
Chairman, Planning and Zoning Commission
City of Vestavia Hills, Alabama

APPROVED:

By: Walter Schoel, Jr.
City Engineer
City of Vestavia Hills, Alabama

FILED:

By: Henry G. Gallimore
City Clerk, City of Vestavia Hills, Ala.

DATE: 1/21/65

STATE OF ALA. JEFFERSON CO.
1. CERTIFY THIS INSTRUMENT IS
THE FILED OR
Map 74 Pg. 4
JUN 1 5 07 PM '65
TAX
RECORDS
DEPARTMENT
JESSIE M. SMITH
1000' OF ...

200

Parking and Shared Parking Analysis for The Local (633 Montgomery Hwy)

Parking Requirement per Vestavia Hills Ordinance

Use and Capacity: The Local – Bourbon House & Eatery is a restaurant with 52 indoor seats and 97 outdoor seats (149 total). Under the Vestavia Hills zoning ordinance, restaurants must provide off-street parking based on seating capacity (and employees), with outdoor dining counted as well. Specifically, Table 8.1 requires 1 parking space per 3 customer seats, plus 1 space per 2 employees on the largest shift, or alternatively 1 space per 40 ft² of public floor area, whichever yields more spaces . In other words, all patron seating (including patio seating) is included in calculating required parking .

For The Local's 149 seats:

- By Seat Count: $149 \text{ seats} \div 3 = 49.7$, which rounds up to 50 spaces required for patrons .

- **Employee Factor:** In addition, spaces must be provided for staff at a ratio of 1 per 2 employees on the peak shift . If we assume (for example) 10–12 employees working during the busiest period, this adds roughly 5–6 spaces.

Combining these, The Local’s total parking requirement is on the order of 55–56 spaces (e.g. ~50 for seats + ~5 for staff). This represents the number of dedicated parking stalls normally required on-site for a restaurant of this size under zoning. We will use ~55 spaces as the target requirement for The Local in the analysis below. (If floor area were used instead, the requirement would likely be similar or higher, but seat count is used here as it is explicitly provided by the ordinance.)

On-Site Parking Provided: The Local is part of a multi-tenant building (addresses 629–633 Montgomery Hwy) that shares a parking lot of 46 spaces. These 46 spaces serve The Local as well as two other tenants in the building: Donato’s Pizza (another restaurant at 629 Montgomery) and Action Martial Arts (a martial-arts studio at 631 Montgomery). Because The Local’s calculated requirement (~55) by itself exceeds the entire on-site supply (46), compliance will depend on shared

parking arrangements with nearby properties. The Vestavia Hills ordinance anticipates such scenarios: it allows “a commensurate reduction in parking” when different uses have offset peak hours, and notes that “two uses may share one parking facility... when the parking demand for the uses occur at wholly separate times.” In other words, the code permits joint use of parking between neighboring uses, provided their peak demand times differ and the arrangement is approved. We analyze below how neighboring businesses’ parking can supplement The Local’s needs, based on their hours of operation and typical demand patterns.

Shared Parking Analysis

To determine if shared parking will satisfy zoning requirements, we evaluate the availability of parking from neighboring properties during The Local’s peak periods. The two critical time windows for the restaurant are assumed to be lunchtime (approximately 12:00–2:00 PM) and dinnertime (approximately 6:00–9:00 PM). We examine each period in turn, referencing Table 8.1.1 of the ordinance for typical parking demand by time of day for each use category . All adjacent parking areas considered are within ~400 feet of The Local’s entrance

(immediately adjacent lots), satisfying the ordinance's distance limit for off-site parking use .

Neighboring Uses and Parking Resources: The Local's immediate vicinity includes the following businesses and parking supplies (in addition to the on-site 46 spaces shared with Donato's and Action):

- Wells Fargo Bank (directly adjacent) – 28 spaces.
Hours: Mon–Fri 9AM–5PM.
- Bob's Power Equipment (adjacent) – 23 spaces.
Hours: Mon–Fri 7:30AM–5PM; Sat 8AM–12PM;
closed Sun.
- “Warren Place” Retail Strip (617–625 Montgomery Hwy) – Approx. 35 spaces serving five small businesses:
 - VIP Nails & Spa (617) – Hours: Mon–Sat 9AM–7PM; Sun 12–5PM.
 - Alan & Co. Jewelers (619) – Hours: Tue–Fri 9:30AM–5PM; Sat 10AM–2PM; closed Sun/Mon.
 - Rolls Bakery (621) – Hours: Tue–Fri 7AM–2PM; Sat 8AM–1PM; closed Sun/Mon.

- Sport Clips (Hair Salon) (623) – Hours: Mon–Fri 9AM–6PM; Sat 9AM–5PM; Sun 11AM–5PM.
- Eye See Optical (625) – Hours: Mon–Fri 9AM–5PM; Sat 10AM–1PM; closed Sun.

All the above properties have their own parking lots, but The Local may utilize these after hours or when those businesses are closed or under-utilized. The ordinance’s shared parking demand table provides demand factors for relevant use categories: for example, Office/Bank uses are at 100% demand during daytime but only ~20% in the evening, and general Retail/Service (“Commercial”) uses are near peak (90–100%) in daytime but drop to ~70–80% in the evening. Restaurants show the opposite pattern, with moderate midday demand (~70% of peak) and 100% demand in the dinner/evening period. These differing patterns will inform how many “extra” spaces each neighbor can contribute at lunch vs. dinner. Table 1 summarizes the availability from each neighboring lot during the two peak periods:

Table 1. Adjacent Parking Availability for Shared Use

Neighboring Property	Total Spaces	Availability ~12–2 PM (Lunch)	Availability ~6–9 PM (Dinner)
Wells Fargo Bank (28 spaces, office use)	28 spaces	0 spaces free (Open M–F; daytime demand ~100%. Bank’s lot is in full use by its customers at lunch) .	≈28 spaces free (Closed after 5 PM. Little to no evening demand – ~20% or less – so essentially the entire lot can be shared.)
Bob’s Power Equipment (23 spaces, retail)	23 spaces	Negligible free (Open M–Sat midday; demand ~90% of capacity during day . Only 1–3 spaces might typically be open at lunch, so not counted for compliance.)	23 spaces free (Closed by 5 PM daily. All spaces available for evening use.)
Warren Place Shops (≈35 spaces, retail/service mix)	≈35 spaces	Minimal free (All shops open during typical lunchtime except the martial arts studio in The Local’s building. The retail/services here experience peak or near-peak midday traffic . Their ~35-space lot is substantially utilized by patrons around noon, leaving at most a few vacant spaces.)	≈35 spaces free (Most tenants closed by early evening. By 6 PM, Eye See Optical, Alan & Co. Jewelers, Rolls Bakery, and Sport Clips are closed, and VIP Nails closes by 7 PM. Thus, nearly the entire lot is free for dinner hours after 6–7 PM.)

(Note: The on-site shared lot of 46 spaces at The Local/Donato’s/Action site is not included in the above table, since those spaces are dedicated to the building’s tenants.

The sharing analysis above focuses on off-site neighbor contributions.)

Lunch Peak (12:00–2:00 PM)

During the lunch period, The Local's own parking demand is moderate – about 70% of its absolute peak per the shared parking norms . Based on our earlier estimate (≈ 55 spaces at full capacity), The Local would need roughly 38–40 spaces at lunchtime (70% of 55). Donato's Pizza, the other restaurant on-site, also has a lunchtime demand ($\sim 70\%$ of its peak requirement). Action Martial Arts, however, is closed until 2 PM, so it generates no demand during most of the lunch window. This is significant because it frees up whatever portion of the on-site 46 spaces would normally be occupied by Action's clients in the evening. In essence, the on-site lot's full 46-space capacity is largely available to serve the two restaurants at lunch, aside from any parking used by Donato's customers.

Meanwhile, neighboring businesses are mostly open at midday, meaning their lots cannot contribute much to The Local at this time. Wells Fargo and the retail shops are at or near their own capacity with daytime customers and

staff, as indicated by the ordinance's 90–100% daytime demand factors for offices and commercial uses . We assume no reliable surplus from those lots for lunchtime parking (perhaps only a handful of sporadically empty spaces, which is not enough to count on for compliance). Table 1 reflects this by assigning zero shared spaces from Wells Fargo and only negligible from Bob's and the Warren Place shops at 12–2 PM.

Sufficiency at Lunch: The Local's effective supply at lunch is therefore essentially the 46 on-site spaces (shared with Donato's). Is this enough? Let's consider the combined demand on that lot around 12–1 PM:

- The Local: ~40 spaces needed (if it's moderately busy at lunch).
- Donato's: ~70% of its own full requirement. (For example, if Donato's full requirement is ~30 spaces, it would need ~21 at lunch).
- Action Martial Arts: 0 spaces (closed).

Summing these approximations, total demand at midday $\approx 40 + 21 = 61$ spaces for the on-site uses, against 46 provided. This suggests a potential midday shortfall of ~15 spaces if both restaurants were simultaneously very

busy at lunch. In practice, however, it's unlikely that both The Local and Donato's hit 70% of peak at exactly the same time – lunchtime traffic is often lighter for dinner-focused establishments like The Local. The Local may not utilize all 40 projected spaces at noon if its primary rush is in the evening. Moreover, some informal spillover could occur to adjacent lots if needed (for example, the martial arts studio's spaces or a few of Bob's spaces might be momentarily free before 2 PM). Given these factors, the 46 on-site spaces are expected to accommodate lunchtime demand in most scenarios. The martial arts studio's closure until 2 PM is crucial – it allows The Local and Donato's to use the entire shared lot at midday without competition from that use.

From a zoning compliance perspective, midday is the most constrained period since nearly no off-site relief is available. However, because the ordinance recognizes that restaurant daytime demand is lower (70%) , and other uses on-site are not active, the midday parking supply is just about sufficient. Any slight deficit (e.g. if both restaurants were near full at noon) could require management measures or further agreements, but generally the lunch peak can be handled on-site. Thus, The Local meets its parking needs at lunch with minimal or no reliance on neighboring lots (and therefore does not

adversely impact those businesses' parking during their business hours).

Dinner Peak (6:00–9:00 PM)

During the evening/dinner period, The Local experiences its peak parking demand – 100% of the calculated requirement (approximately 55 spaces needed) . Donato's Pizza will also be at or near its peak (dinnertime is typically the busiest for pizza restaurants), and Action Martial Arts is in session on weeknights until ~8 PM, generating its highest demand in early-evening as well. In short, around 6–7 PM the on-site 46-space lot is significantly over capacity if only counted by itself: The Local (55 needed) + Donato's (say ~30 needed) + Action (~18–20 needed) could together require on the order of 100+ spaces by the early evening, far exceeding 46. This is where shared parking with adjacent properties is essential.

Fortunately, nearly all neighboring properties are closed or have excess capacity in the evening, freeing up a large surplus of parking:

- Wells Fargo (28 spaces) – Closed after 5 PM. The bank’s lot sits largely empty in the evening (office uses drop to ~20% demand at night) . We can count essentially all 28 spaces for use by restaurant patrons during dinner.
- Bob’s Power Equipment (23 spaces) – Closed by 5 PM as well. Its lot of 23 spaces is fully available at night.
- Warren Place shops (35 spaces) – By 6 PM, four of the five businesses here are closed (optical, jewelers, bakery, salon). The only one still open, VIP Nails, closes at 7 PM, and even between 6–7 PM it would be serving only a few lingering customers. The parking demand for these shops in the evening is therefore near zero (retail demand ~70–80% on weekends and much lower on weeknights after normal hours) . Effectively all ~35 spaces in this strip become available for The Local’s dinner peak (especially after 7 PM when even the nail spa has closed).

Adding up these contributions, over 80 off-site spaces can be utilized at dinner: $28 + 23 + \sim 35 \approx 86$ spaces (not including any street parking or other minor sources). When combined with the 46 on-site spaces, the total

available supply accessible to The Local during dinner hours is about 132 spaces. This far exceeds the restaurant's own requirement of ~55, and in fact is enough to accommodate all uses' combined demand in the area. To illustrate: even if we consider The Local (~55 spaces), Donato's (~30), and Action (~20) all busy in the 6–7 PM range (total ~105 needed), the 132 available spaces (on-site + neighbors) cover that with a comfortable buffer. By 8–9 PM, the martial arts classes end (Action closes), freeing up the remainder of the on-site spaces for late dinner use as well. In summary, the dinner peak parking demand can be fully met by using shared parking from the adjacent properties that are inactive at that time.

Zoning Compliance and Conclusion

The Vestavia Hills ordinance explicitly permits off-site and shared parking arrangements in cases where strict on-site minimums cannot be met, as long as the shared facilities are within 400 feet and the different uses do not overlap in peak demand . In this case, The Local's situation is a textbook example of complementary parking demand: the restaurant's greatest need (evening) coincides with the time neighboring lots are mostly empty, and conversely, those neighbors are busy in the daytime when

the restaurant's need is lower. According to the time-of-day factors in Table 8.1.1, the restaurant needs 100% of its parking at night but only ~70% at midday, whereas the bank/office and retail uses drop to 0–20% at night . The analysis above shows that with formal shared-parking agreements, The Local can draw on a total of ~132 spaces in the vicinity during dinner hours, and about 46+ spaces at midday, which is sufficient to cover its code-required parking demand at those times.

Crucially, the shared parking does not deprive the neighboring businesses of required capacity when they are open, satisfying the ordinance's condition that "said land shall not be used for other purposes unless adequate provisions... have been made for such other use." In practical terms, this means The Local's customers will predominantly use the on-site lot at lunch, and spread into Wells Fargo, Bob's, and Warren Place lots in the evening (when those businesses are closed and have no parking need of their own). This scenario aligns with the ordinance's intent for joint use: "parking facilities for one use shall not be considered as providing required parking for another... except" when different uses have opposite schedules and the arrangement is approved .

Conclusion:

Yes – with the shared parking plan in place, The Local meets the zoning ordinance’s parking requirements. The restaurant’s code-required ~55 spaces are effectively provided via a combination of its on-site parking and the adjacent lots during off-peak hours. During the 12–2 PM lunch period, the 46 on-site spaces (augmented by the martial arts studio’s inactivity) are just enough to handle demand. During the 6–9 PM dinner period, the abundance of evening parking (an additional ~86 spaces from Wells Fargo, Bob’s, and Warren Place) more than compensates for the on-site shortfall, ensuring that total available parking comfortably exceeds the restaurant’s peak needs. Therefore, the shared parking arrangement complies with Vestavia Hills’ zoning standards and no parking deficit is expected at The Local during its busiest times .

References:

- Vestavia Hills Zoning Ordinance, Table 8.1 – Off-Street Parking Requirements (Restaurants: 1 space per 3 seats + 1/2 employees) .
- Vestavia Hills Zoning Ordinance, §8.1.2 – Joint Use Parking & Shared Parking Reductions (allows shared facilities for uses with separate peak times) .
- Vestavia Hills Zoning Ordinance, Table 8.1.1 – Typical Shared Parking Demand by Use/Time (Day vs. Night demand percentages for Office, Retail, Restaurant, etc.) .
- Vestavia Hills Zoning Ordinance, §8.1.3 – Remote Parking (allows required parking to be on adjacent land within 400 ft, given no conflict with that land’s primary use) .

CORRETTI, NEWSOM & HAWKINS

ATTORNEYS AT LAW

1804 7TH AVENUE NORTH

BIRMINGHAM, ALABAMA 35203-2280

DOUGLAS CORRETTI
MARY DOUGLAS HAWKINS
DONNA RICHARDSON SHIRLEY
LINDA HARALSON VERNON

June 1, 1998

DONALD L. NEWSOM
(1922-1992)
JAMES ROBERT SCALCO
(1960-1993)

TELEPHONE 205-251-1164
FAX #205-322-4962

Lea Clayton, Jr., Esq.
935 Gardenvue Office Parkway
St. Louis, MO 63141

**Re: Rebecca C. Kreutz v. Hollywood-Vestavia, L.L.C.
In the Circuit Court of Jefferson County, Alabama
Civil Action No. CV97-6412-TAW**

Dear Lea:

Mrs. Warren returned to me today the Second Amendment to Cross Parking Agreement executed by her and her husband for and on behalf of the Warren Partnership and by their tenants. The remaining signatures needed are those of Ms. Kreutz and SouthTrust Bank, N.A.

Please let us know how you wish us to proceed in obtaining those signatures.

Very truly yours,

CORRETTI, NEWSOM & HAWKINS

Linda H. Vernon

LHV/pr

cc: Ms. Rebecca C. Kreutz ✓

COPY

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement And Release is made and entered into by and between REBECCA C. KREUTZ (hereinafter referred to as "Plaintiff"), and HOLLYWOOD-VESTAVIA, L.L.C. (hereinafter referred to as "Defendant").

WHEREAS, Plaintiff and Defendant are the owners of adjacent commercial properties, respectively referred to as Lot B-1 and Lot "A", fronting on U.S. Highway No. 31 in the City of Vestavia Hills, Alabama; and

WHEREAS, said properties are subject to a certain Cross-Parking Agreement (hereinafter referred to as "Agreement") dated February 28, 1967 and recorded in Real 639, page 701 in the Probate Office of Jefferson County, Alabama, as amended; and

WHEREAS, said Agreement, among other things, creates an easement for joint parking over those portions of said properties which lie west of a line on said properties which is 120 feet distant from and parallel to the Easterly right of way line of U.S. Highway No. 31, as located at the time of execution of the Agreement (hereinafter referred to as the "easement"); and

WHEREAS, on or about September 1997 the Defendant sought to have the Agreement amended to reduce the dimension of said easement from 120 feet to 100 feet; and

WHEREAS, Plaintiff opposed said amendment; and

WHEREAS, Defendant thereafter began construction of a building upon the said easement on Lot "A"; and

WHEREAS, Plaintiff filed suit to stop such construction, being Case No. CV-97-6412, Circuit Court, Jefferson County, Alabama; and

WHEREAS, Plaintiff and Defendant have resolved all disputes in said litigation and desire to settle all issues between them pertaining to the litigation.

NOW, THEREFORE, in consideration of the mutual covenants and releases contained herein, the parties do hereby agree as follows:

1. Defendant will not construct any building upon or within the said easement area of Lot "A".

[Lot "A" is described as: Lot "A", according to a Resurvey of Part of Lots 3 and 4, Shades Highlands and Lots 8 and 9, Burgin Resurvey of Lots 13, 14, and 15, and part of Lots 3 and 4 of Shades Highlands, as recorded in Map Book 56, page 18, in the Probate Office of Jefferson County, Alabama.]

2. Defendant will execute and will cause its current tenants for Lot "A" and its current mortgage holders for Lot "A" to execute an instrument denominated as Second Amendment To Cross-Parking Agreement, a copy of which is attached to this Settlement Agreement as Exhibit "I".

3. Plaintiff will pay to Defendant the sum of One Thousand Dollars (\$1,000.00) and will dismiss said suit with prejudice.

4. Except as provided otherwise in this Settlement Agreement, the parties, for themselves and all others claiming by or through them, hereby mutually release each other and all others liable or potentially liable by or through them from all liabilities, causes of action or claims which either party may now have or heretofore have had against the other arising out of the subject matter of this litigation.

5. In the event hereafter that either party engages counsel to bring legal action or actions to enforce any provision of this Settlement Agreement, the prevailing party in such action shall recover from the other party all legal fees, expenses and costs of such action.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement this 15th day of January, 1998.

HOLLYWOOD-VESTAVIA, L.L.C.,
Defendant

REBECCA C. KREUTZ, Plaintiff

By: _____

Its: _____

Douglas Corretti
Attorney for Plaintiff

Stephen Jackson
Attorney for Defendant

CORRETTI, NEWSOM & HAWKINS
ATTORNEYS AT LAW
1804 7TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203-2280

DOUGLAS CORRETTI
MARY DOUGLAS HAWKINS
DONNA RICHARDSON SHIRLEY
LINDA HARALSON VERNON

July 1, 1998

DONALD L. NEWSOM
(1922-1992)
JAMES ROBERT SCALCO
(1960-1993)

TELEPHONE 205-251-1164
FAX #205-322-4962

Lea Clayton, Jr., Esq.
935 Gardenvue Office Parkway
St. Louis, MO 63141

**Re: Rebecca C. Kreutz v. Hollywood-Vestavia, L.L.C.
In the Circuit Court of Jefferson County, Alabama
Civil Action No. CV97-6412-TAW**

Dear Lea:

Enclosed herewith please find original Second Amendment to Cross-Parking Agreement which has been executed by all parties. We recorded the agreement in the Office of the Judge of Probate of Jefferson County, Alabama, on June 25, 1998, as Instrument No. 9808/2944.

I believe that now concludes the work to be done in connection with Mrs. Kreutz' property in Vestavia. Both Doug Corretti and I enjoyed working with you in this matter and hope that we will have the opportunity to do so again.

Very truly yours,

CORRETTI, NEWSOM & HAWKINS



Linda H. Vernon

LHV/pr
Enclosure
cc: Mrs. Rebecca C. Kruetz (w/enclosure)

COPY

SECOND AMENDMENT TO CROSS-PARKING AGREEMENT

WHEREAS, the undersigned include the respective owners of the following described parcels of real property fronting on U.S. Highway 31 in the City of Vestavia Hills in Jefferson County, Alabama, to-wit:

A) Rebecca Kreutz is the owner of, and SouthTrust Bank, N.A., a national banking association, is the only owner of indebtedness secured by a recorded mortgage on, and there are now no tenants who occupy any part of the improvements on the following described parcel of real property:

Lot B-1, according to a Resurvey of Lot "B" of a Resurvey of Lot 2 and part of Lot 3, Survey of Shades Highlands, as recorded in Map Book 74, Page 4, in the Probate Office of Jefferson County, Alabama.

B) The Warren Partnership, an Alabama limited partnership, whose general partners are Macky Warren and Norma Louise Warren, is the owner of, and there is now no indebtedness secured by a recorded mortgage on, and Lisa Franks Oros (Ambiance Beauty Salon), Richard Goldner and Donna Jowers (Jewels by Rose), Richard Middleton and Irmgard Klingler Middleton (Klingler's Bakery), Basil Shahin (U.S. Soccer), and Mack Foster (Vestavia Barbershop) are the only tenants who now occupy any part of the improvements under a valid written lease in which the original term was for a period of five or more years on the following described parcel of real property:

Lot 5, according to the Survey of Shades Highlands, as recorded in Map Book 13, Page 63, in the Probate Office of Jefferson County, Alabama.

C) Hollywood-Vestavia, L.L.C., an Alabama limited liability company, is the owner of, and National Bank of Commerce of Birmingham, a national banking association, is the only owner of indebtedness secured by a recorded mortgage on, the tenants of which at the present are Hollywood Entertainment Corporation, an Oregon corporation, and Red Hawk Enterprises, Inc., a Georgia corporation, who do not currently occupy any part of the improvements on the following described parcel of real property:

Lot "A", according to a Resurvey of Part of Lots 3 and 4, Shades Highlands and Lots 8 and 9, Burgin Resurvey of Lots 13, 14 and 15, and part of Lots 3 and 4 of Shades Highlands, as recorded in Map Book 56, Page 18, in the Probate Office of Jefferson County, Alabama.

AND WHEREAS, the above described parcels of real property, Lots B-1, 5 and "A", are subject collectively to a certain Cross-Parking Agreement dated February 28, 1967, and recorded in Real 639, page 701, in the Probate Office of Jefferson County, Alabama ("Cross-Parking Agreement"), which agreement was amended by Amendment to Cross-Parking Agreement dated November 15, 1969, and recorded in Real 639, page 679 in said Probate

EXHIBIT I

Office ("Amendment to Cross-Parking Agreement").

AND WHEREAS, the said named owners of Lots B-1, 5 and "A" are the owners of all of the real property described in said Cross-Parking Agreement, as amended.

AND WHEREAS, it is for the benefit of all of the undersigned that the said real property be developed with commercial improvements in an orderly manner that will allow for the free and unencumbered flow of vehicular and pedestrian traffic to and among the separate described parcels, and that the rights, duties and responsibilities created by the said Cross-Parking Agreement, as amended, shall continue permanently unless amended or revoked according to the provisions thereof.

AND WHEREAS, the undersigned desire to reaffirm said Cross-Parking Agreement, as amended, and to further amend it at this time.

NOW THEREFORE, in consideration of the premises and of the mutual benefits to the undersigned, the said Cross-Parking Agreement dated February 28, 1969, as previously amended by Amendment to Cross-Parking Agreement dated November 15, 1969, is hereby further amended as follows:

1. Notwithstanding any provision to the contrary in the Cross-Parking Agreement, as amended:

a) With the exception of: Sidewalks no wider than ten feet (10') constructed adjacent to buildings to provide pedestrian ingress and egress; awnings over sidewalks; one outdoor removable drop box having dimensions no greater than 36 inches X 36 inches X 60 inches per each Lot as described herein (B-1, 5 and "A") for the return of merchandise; and any pylon/pole sign that is permitted by the City of Vestavia and is agreed to in writing by all of the owners of Lots B-1, 5 and "A", there shall be no construction of buildings or structures within the easement area described in the paragraph numbered 1 of the Cross-Parking Agreement dated February 28, 1967, as amended by Amendment to Cross-Parking Agreement dated November 15, 1969.

b) The word "license" is deleted entirely from the provisions of the Cross-Parking Agreement, and in each instance where the word license was previously found, the word "easement" shall be substituted therefor. This change makes more clear the intent that the provisions of the Cross-Parking Agreement, as amended, run with the land.

c) No delay or failure to enforce any right under the Cross-Parking Agreement, or Amendment to Cross-Parking Agreement or this Second Amendment to Cross-Parking Agreement shall constitute a waiver, estoppel or forfeiture of such right, and any violation of the provisions of the Cross-Parking Agreement, as amended, shall be subject to enforcement at any time.

d) If any provision of the Cross-Parking Agreement or the amendments thereto shall be held invalid or unenforceable, the Cross-Parking Agreement, as amended, shall continue in full force of law with respect to its remaining provisions.

2. Except as specifically amended herein, the Cross-Parking Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed or caused this Second Amendment to Cross-Parking Agreement to be executed in its name and on its behalf by its officers or members thereunto duly authorized, on this the 23rd day of ~~January~~, 1998.
February

WITNESS:

Linda H. Vernon

Rebecca Kreutz
REBECCA KREUTZ

ATTEST:

HOLLYWOOD-VESTAVIA, L.L.C.

[Signature]

By: Made A Peoples

Its: Member

ATTEST:

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

By: [Signature]

Its: Assistant VP

ATTEST:

SOUTHTRUST BANK, N.A.

Made D Price

By: [Signature]

Its: Vice President

~~ATTEST:~~ witness

THE WARREN PARTNERSHIP

William Patrick Harbin

By: [Signature]
MACKY WARREN

William Patrick Harbin

[Signature]
NORMA LOUISE WARREN
Its: General Partners

ATTEST:

[Signature]

ATTEST:

WITNESSES:

Machy Wauer

Delorak P. Holmes

Machy Wauer

Delorak P. Holmes

Basil H. Shahin

[Signature]

William Patrick Hardin

HOLLYWOOD ENTERTAINMENT CORPORATION

By:

[Signature]
Donald J. Ekman

Its: Senior Vice President and General Counsel

RED HAWK ENTERPRISES, INC.

By:

[Signature]
Its: President

[Signature]
LISA FRANKS OROS

[Signature]
RICHARD GOLDNER

[Signature]
DONNA JOWERS

[Signature]
RICHARD MIDDLETON

[Signature]
IRMGARD KLINGLER MIDDLETON

[Signature]
BASIL SHAHIN

[Signature]
MACK FOSTER

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 22nd day of June, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that REBECCA KREUTZ, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that she, being informed of the contents of said instrument, executed the same voluntarily.

Quelene Baet

Notary Public

My commission expires: 1/9/00

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 23rd day of February, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Mark A. Peoples whose name as a member of Hollywood-Vestavia, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that (s)he, as such member and with full authority, being informed of the contents of said instrument, executed the same voluntarily for and as the act of said limited liability company.

Debra Whitte

Notary Public

My commission expires: 9/19/01

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 27th day of February, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that J. Cohen Volman whose name as an officer of National Bank of Commerce of Birmingham, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me that (s)he, as such officer and with full authority, being informed of the contents of said instrument, executed the same voluntarily for and as the act of said association.

Sammy [Signature]

Notary Public

My commission expires: 9-14-2001

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 24th day of June, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Jan F. Hual whose name as an officer of SouthTrust Bank, N.A., a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me that (s)he, as such officer and with full authority, being informed of the contents of said instrument, executed the same voluntarily for and as the act of said association.

Patricia K. Hill

Notary Public

My commission expires: Nov. 12, 2001

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 28 day of May, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that MACKY WARREN and NORMA LOUISE WARREN whose names as general partners of The Warren Partnership, an Alabama limited partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me that they, as such partners and with full authority, being informed of the contents of said instrument, executed the same voluntarily for and as the act of said limited partnership.

William Patrick Harkin

Notary Public

My commission expires: 6-9-2000

SEAL

STATE OF Oregon)
Clackamas COUNTY)

On this 25th day of March, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Donald J. Ekman whose name as an officer of Hollywood Entertainment Corporation, an Oregon corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that (s)he, as such officer and with full authority, being informed of the contents of said instrument, executed the same voluntarily for and as the act of said corporation.




Kristen Kaesemeyer
Notary Public

My commission expires: May 22, 2001

SEAL

STATE OF GEORGIA)
FULTON COUNTY)

On this 11th day of March, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that SAIM HADDOCK whose name as an officer of Red Hawk Enterprises, Inc., a Georgia corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that (s)he, as such officer and with full authority, being informed of the contents of said instrument, executed the same voluntarily for and as the act of said corporation.



Notary Public
My commission expires: _____

SEAL

NOTARY PUBLIC, FULTON COUNTY, GA.
MY COMMISSION EXPIRES
JANUARY 26TH 2001

STATE OF ALABAMA)
JEFFERSON COUNTY)

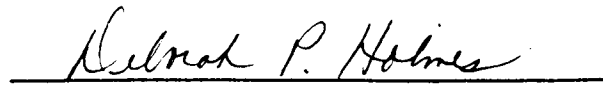
On this 28 day of May, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that LISA FRANKS OROS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that she, being informed of the contents of said instrument, executed the same voluntarily.


Notary Public
My commission expires: 6-9-2000

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 1st day of June, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that RICHARD GOLDNER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that he, being informed of the contents of said instrument, executed the same voluntarily.


Notary Public
My commission expires: 1/4/2002

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 28 day of May, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that DONNA JOWERS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that she, being informed of the contents of said instrument, executed the same voluntarily.

William Patrick Harker
Notary Public
My commission expires: 6-9-2000

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 1st day of June, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that RICHARD MIDDLETON, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that he, being informed of the contents of said instrument, executed the same voluntarily.

Deborah P. Holmes
Notary Public
My commission expires: 1/4/2002

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 28 day of May, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that IRMGARD KLINGLER MIDDLETON, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that she, being informed of the contents of said instrument, executed the same voluntarily.

William Patrick Harker
Notary Public
My commission expires: 6-9-2000

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 28 day of May, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that BASIL SHAHIN, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that he, being informed of the contents of said instrument, executed the same voluntarily.

William Patrick Harkin
Notary Public
My commission expires: 6-9-2000

SEAL

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this 28 day of May, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that MACK FOSTER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that he, being informed of the contents of said instrument, executed the same voluntarily.

William Patrick Harkin
Notary Public
My commission expires: 6-9-2000

SEAL

LHV:KREUTZ\SECOND.AND

State of Alabama - Jefferson County
I certify this instrument filed on:
1998 JUN 25 P.M. 14:21
Recorded and \$ _____ Mtg. Tax
and \$ 24.50 Deed Tax and Fee Amt. 24.50
Total \$ 49.00
\$ GEORGE R. REYNOLDS, Judge of Probate



9808/2944

LETTER OF SUPPORT – PARKING VARIANCE

The Local – Bourbon House & Eatery
633 Montgomery Highway, Vestavia Hills, AL 35216

To: Vestavia Hills Zoning Board of Adjustments

I operate First Horizon Bank near 633 Montgomery Highway and share the same parking area as The Local – Bourbon House & Eatery.

Our peak business hours are: 1pm - 3pm

During The Local's busiest dining hours (typically evenings), our parking demand is [minimal / moderate / none], and there is adequate shared parking for all tenants.

We have not experienced parking shortages or access issues and believe granting The Local's parking variance will not harm neighboring businesses or the public. The Local has been a positive addition to this center and supports overall customer traffic and visibility.

We fully support approval of their parking variance request.

Business Name: First Horizon Bank

Owner/Manager: Wally Adams AVP

Signature: [Signature] Date: 11/12/25

Phone/Email: 205 - 803 - 5980

wally.adams@firsthorizon.com

Parking demand attestation

Name of business: Alan & Co

Type of business: Jewellery

Individual and title: Alan Thompson

Hours of operation:

- Weekdays: 9:30 - 5:00
- Weekends: 10:00 - 2:00
- During which power do you experience your highest parking demand? 12-3
- Are there regular days or hours when your business is closed or has minimal traffic (e.g., evenings, Sundays)?
- Would those times allow excess parking capacity for shared use?

Number of employees and parking usage:

- Do your employees park at the rear of the building? Y
- How many employees typically park on site at one time? 5-7

Customer Parking Patterns

- Approximately how many spaces are used by customers during your peak hours?
- How much of the shared lot typically remains open in the evenings?

Observed Availability

- Have you observed the shared lot reaching full capacity? Only at Holidays
- If so, at what time(s) and under what conditions (e.g., special events, weekends, weather)?
- Have you had any issues with congestion, blocked access, or unsafe traffic circulation due to shared use?

Number of tables: _____

Additional:

We support The Local's request for a parking variance, as their use has not created any adverse parking or traffic impact on our business or the shared lot Yes/No:

Signature:



LETTER OF SUPPORT – PARKING VARIANCE

The Local – Bourbon House & Eatery
633 Montgomery Highway, Vestavia Hills, AL 35216

To: Vestavia Hills Zoning Board of Adjustments

I operate _____ near 633 Montgomery Highway and share the same parking area as The Local – Bourbon House & Eatery.

Our peak business hours are: _____

During The Local's busiest dining hours (typically evenings), our parking demand is [minimal / moderate / none], and there is adequate shared parking for all tenants.

We have not experienced parking shortages or access issues and believe granting The Local's parking variance will not harm neighboring businesses or the public. The Local has been a positive addition to this center and supports overall customer traffic and visibility.

We fully support approval of their parking variance request.

Business Name: Alca L CO.
Owner/Manager: Alan Thompson
Signature: Alan Thompson Date: 11/12/25
Phone/Email: 205 401-8778

Parking demand attestation

Name of business: Eye See

Type of business: Optical Retail

Individual and title: David Shirley owner

Hours of operation:

- Weekdays: 9-5
- Weekends: 10-1
- During which power do you experience your highest parking demand? 10-3
- Are there regular days or hours when your business is closed or has minimal traffic (e.g., evenings, Sundays)? Sunday
- Would those times allow excess parking capacity for shared use? yes

Number of employees and parking usage:

- Do your employees park at the rear of the building? yes
- How many employees typically park on site at one time? 1

Customer Parking Patterns

- Approximately how many spaces are used by customers during your peak hours? 2
- How much of the shared lot typically remains open in the evenings? all

Observed Availability

- Have you observed the shared lot reaching full capacity? no
- If so, at what time(s) and under what conditions (e.g., special events, weekends, weather)?
- Have you had any issues with congestion, blocked access, or unsafe traffic circulation due to shared use? no

Number of tables: 0

Additional:

We support The Local's request for a parking variance, as their use has not created any adverse parking or traffic impact on our business or the shared lot (Yes/No):

Signature:



Parking demand attestation

Name of business: *Rolls Bakery*

Type of business: *Bakery*

Individual and title: *Christine Pridgen*

Hours of operation:

- Weekdays: *7-2PM*
- Weekends: *Sat.- 8-12 Sunday/Monday closed*
- During which power do you experience your highest parking demand? *10AM to 12noon*
- Are there regular days or hours when your business is closed or has minimal traffic (e.g., evenings, Sundays)?
- Would those times allow excess parking capacity for shared use?

Number of employees and parking usage: *Yes*

- Do your employees park at the rear of the building?
- How many employees typically park on site at one time? *3*

Customer Parking Patterns

- Approximately how many spaces are used by customers during your peak hours?
- How much of the shared lot typically remains open in the evenings?

Observed Availability

- Have you observed the shared lot reaching full capacity? *No*
- If so, at what time(s) and under what conditions (e.g., special events, weekends, weather)?
- Have you had any issues with congestion, blocked access, or unsafe traffic circulation due to shared use? *No*

Number of tables: *1*

Additional:

We support The Local's request for a parking variance, as their use has not created any adverse parking or traffic impact on our business or the shared lot (Yes/No: Yes)

Signature:

Christine Pridgen

LETTER OF SUPPORT – PARKING VARIANCE

The Local – Bourbon House & Eatery
633 Montgomery Highway, Vestavia Hills, AL 35216

To: Vestavia Hills Zoning Board of Adjustments

I operate Sport Clips near 633 Montgomery Highway and share the same parking area as The Local – Bourbon House & Eatery.

Our peak business hours are: Monday-Friday 9-6 Sat. 9-6 Sunday 11-5
During The Local's busiest dining hours (typically evenings), our parking demand is [minimal / moderate / none], and there is adequate shared parking for all tenants.

We have not experienced parking shortages or access issues and believe granting The Local's parking variance will not harm neighboring businesses or the public. The Local has been a positive addition to this center and supports overall customer traffic and visibility.

We fully support approval of their parking variance request.

Business Name: Sport Clips
Owner/Manager: Carman King
Signature: Carman King Date: 11-12-25
Phone/Email: 313-570-4001

April 4, 2025

To Whom It May Concern,

I am an officer and shareholder of W. B. Crow Investment Co., Inc., which owns a building in Vestavia Hills, AL. The addresses of the building are 629, 631, and 633 Montgomery Highway, Vestavia Hills, AL which we lease to various entities.

The Local-Bourbon House & Eatery is our tenant located in 633 Montgomery Highway. Kiran Sunkavalli is the owner of the entity which operates The Local-Bourbon House & Eatery. W. B. Crow Investment Co., Inc., not only owns the building but also the area around the building which is currently bordered by Warren Plaza, Bob's Power Equipment, Montgomery Highway, and Tremont Avenue. In particular, W.B. Crow Investment Co., Inc., owns the paved area between 633 Montgomery Highway and Bob's Power Equipment.

The owners of W. B. Crow Investment Co., Inc., have given Kiran Sunkavalli, and the entity which owns The Local-Bourbon House & Eatery, the exclusive use of the paved space between 633 Montgomery Highway and Bob's Power Equipment. He has our permission to build upon, maintain, and use this space in compliance with local, state, and federal laws.

Sincerely,

A handwritten signature in black ink that reads "W. Baker Crow IV". The signature is written in a cursive style with a small flourish at the end.

W. Baker Crow IV

W. B. Crow Investment Co., Inc.