



Vestavia Hills
Board of Zoning Adjustment Agenda
February 19, 2026
6:00 PM

1. Roll Call
2. Approval Of Minutes: January 15, 2026
3. BZA-26-1 **Brent Hitson** is appealing a decision by the Zoning Official at **708 Savannah Place**. The purpose of this request is to appeal zoning decision on the definition of single-family residence. The property is owned by Brent and Heidi Hyland, and is zoned Vestavia Hills R-2
4. 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 from 121 spaces at peak hours to 110 spaces (under shared parking calculation). The property is owned by Baker Crow and is zoned **Vestavia Hills B-1**.
5. BZA-26-2 **Lizzy Van Rooyen** is requesting a **Parking Variance** for the property located at 3965 Crosshaven Drive. The purpose of this request is to reduce the number of parking spaces required from 100 spaces to 83 spaces. The property is owned by Will Akin and is zoned **Vestavia Hills B-2**.
6. Time Of Adjournment

**CITY OF VESTAVIA HILLS
BOARD OF ZONING ADJUSTMENT
MINUTES**

January 15, 2026

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
- Alan Crotwell
- Loring Jones
- Marty Martin, Alt
- Thomas Parchman
- Vinay Patel

MEMBERS ABSENT

- Stephen Greer

OTHER OFFICIALS PRESENT:

- Jack Wakefield, City Planner

APPROVAL OF MINUTES

The minutes of December 2025 were presented for approval.

MOTION Motion to dispense with the reading of the minutes of December 2025 was made by Mr. Jones and 2nd was by Mr. Patel. Motion as carried on a voice vote as follows:

- Mr. Crotwell – yes Mr. Patel – yes
- Mr. Jones – yes Chairman Renta – yes
- Mr. Martin – yes
- Mr. Parchman – yes
- Motion carried.

SIDE SETBACK VARIANCE

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.**

Mr. Wakefield explained that this is a request to build garage.

Mr. Brouillette, was present for the case and stated his hardship is an odd shaped lot. He was also keeping out of the easement. This will give him more turn around space on the lot.

No questions from the Board.

Chairman Renta opened the floor for a public hearing. There being no one present in regard to the request; Chairman Renta closed the public hearing and opened the floor for a motion.

MOTION Motion to APPROVE a 7.5' Side Setback Variance to Reduce the Setback to 7.5' in Lieu of the Required 15", for the property located at 1636 Panorama Drive was made by Mr. Jones and 2nd was by Mr. Patel. Motion was carried on a roll call vote as follows:

- Mr. Crowell – yes Mr. Patel – yes
- Mr. Jones – yes Chairman Renta – yes
- Mr. Martin – yes
- Mr. Parchman – yes
- Motion carried.

FRONT SETBACK VARIANCE

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.**

Mr. Wakefield explained that this is a request to build garage along the corner lot frontage.

Daniel Statum,3343 Cherry Tree Lane, was present for the case and stated his hardship is the corner lot on the side of the house. There is also a large flood plain in the rear. lot.

No questions from the Board.

Chairman Renta opened the floor for a public hearing. There being no one present in regard to the request; Chairman Renta closed the public hearing and opened the floor for a motion.

MOTION Motion to APPROVE a 18' Front Setback Variance to Reduce the Setback to 32' in Lieu of the Required 50' (Recorded)', for the property located at 3343 Cherry

Tree Lane was made by Mr. Jones and 2nd was by Mr. Martin. Motion was carried on a roll call vote as follows:

- Mr. Croswell – yes Mr. Patel – yes
- Mr. Jones – yes Chairman Renta – yes
- Mr. Martin – yes
- Mr. Parchman – yes
- Motion carried.

SIDE SETBACK VARIANCE

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**.

Mr. Wakefield explained that this is a request to cover a rear patio.

Leo Payne, 3420 Watertown Place, was present for the case and stated the hardship was the corner lot. This patio is already built to the deck and will connect near an existing fireplace.

Mr. Martin said if the corner lot was not an issue, you would be required a 15' setback. Do you have a reason why you cannot meet that?

Mr. Payne stated this is the only acceptable location and the request is based on the existing structures on the lot.

No other questions from the Board.

Chairman Renta opened the floor for a public hearing. There being no one present in regard to the request; Chairman Renta closed the public hearing and opened the floor for a motion.

MOTION Motion to APPROVE a 9' Side Setback Variance to Reduce the Setback to 6' in Lieu of the Required 15', for the property located at 3420 Watertown Place was made by Mr. Jones and 2nd was by Mr. Parchman. Motion was carried on a roll call vote as follows:

- Mr. Croswell – yes Mr. Patel – yes
- Mr. Jones – yes Chairman Renta – yes
- Mr. Martin – no
- Mr. Parchman – yes
- Motion carried.

SIDE SETBACK VARIANCE

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**.

Mr. Wakefield explained that the request is to allow a grill built into a conforming deck, which said grill extends into setback. The house is over the required R-2 setback, but was built in Jefferson County at a time a 10' side setback was allowed.

Clayton Graves, 3416 East Street, was present for the case and stated the septic system behind the deck prevents placement of grill behind the deck.

Mr. Martin asked if the septic is considered a self-imposed hardship. There seems to be more room in the rear this can go.

Mr. Wakefield said that's an interpretation of the Board based on the Code requirements.

Chairman Renta asked if the structure was already built.

Mr. Graves said yes. He said the contractor he hired said he misunderstood what was required from a permit level. Mr. Graves also said he is prepared for whatever the Board decides.

Mr. Martin said that it's a pretty hard mistake to not know you had a building permit.

Chairman Renta asked if you can locate it in another location. Maybe the NW side of the deck to keep out of the septic system.

Mr. Graves said that they did explore, but it would be an awkward location.

Chairman Renta asked if this could be located in the area of the stairs on the side or on the patio.

Mr. Graves said as for the patio that it would be an inconvenient location.

Mr. Crotwell said that the majority of the deck is covered, is that portion covered?

Mr. Graves said it is not covered.

No other questions from the Board.

Chairman Renta opened the floor for a public hearing. There being no one present in regard to the request; Chairman Renta closed the public hearing and opened the floor for a motion.

MOTION Motion to APPROVE a 10' Side Setback Variance to Reduce the Setback to 5' in Lieu of the Required 15', for the property located at 3416 East Street was made by Mr. Jones and 2nd was by Mr. Parchman. Motion was carried on a roll call vote as follows:

Mr. Crotwell – no	Mr. Patel – yes
Mr. Jones – yes	Chairman Renta – no
Mr. Martin – yes	
Mr. Parchman – no	
Motion denied.	

PARKING VARIANCE

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**.

Mr. Wakefield explained that this was a continuation from a few months ago and Mr. Sunkavalli has updated plans.

Kiran Sunkavalli, 633 Montgomery Hwy, was present for the case and stated that his building is constrained by Montgomery Hwy to front and Tremont Drive to the rear. He also added six spots back to the site to address the self-imposed hardship question. He has also provided updated parking calculations, along with pictures of the parking lot at the peak hours of all the businesses.

Mr. Martin asked for clarification of where those new six spaces are.

Mr. Sunkavalli stated that these were added in the rear of the building.

Chairman Renta asked what the total number of seats in the building/patio.

Mr. Sunkavalli stated the total number is 60 seating spaces, but the reality is he is trying to remove additional spaces.

Chairman Renta said the parking agreement doesn't appear to be updated and it is still unclear the size of the tenant spaces.

Mr. Sunkavalli said that the agreement is still valid.

Chairman Renta stated that parking agreement still has the wrong parking count and building square footage compared to what is there today. Also, that the parking count seems incorrect. You must use the higher of the two restaurant parking calculations per the Code.

Mr. Martin asked what the variance ask is for this request.

Mr. Sunkavalli said he leaned on his architect for the math done. He is trying to represent what is required with the practical circumstances on the property. He said he also has received support from other businesses on the lot.

Chairman Renta said he is calculating a larger number than what the submittal shows, even before shared parking calculations. We need to get the calculations correct. He is also concerned that the parking agreement doesn't show the additional tenant build out this is currently there.

Baker Crow spoke to the agreement. The agreement wasn't about the number of spaces, but that there was an easement to allow parking in those other sections of the lots involved in the agreement.

Chairman Renta said the last time we heard this, there was a drawing that showed a large parking lot that was there when the agreement was signed that is no longer there now.

Mr. Crow said that the agreement is still valid and the cross-parking agreement doesn't include the area of the lot in question.

Chairman Renta said there is additional building that isn't shown as a part of the agreement.

Mr. Crow asked if it would be helpful to get additional information on how that was built and parking approved in the past.

Chairman Renta said that we need something that accounts for the current conditions of the lot.

Baker Crow asked if there were minutes from a meeting where this could've been approved.

Mr. Wakefield stated we do not. It could've been approved back then with just a building permit. There was limited oversight back in the pre 2000s Vestavia Hills.

Mr. Crow asked if it is an issue that his building may not be up to current Vestavia Hills Code.

Mr. Wakefield said that what has been existing is grandfathered in until something changes that requires the property to be brought into the Zoning Code requirements.

Mr. Sunkavalli asked if they can come back with better math.

Chairman Renta said if you do come back, we need to follow the Code and go with

the highest requirement per the parking code. We also need the square footage and seats for all tenants as a part of the parking agreement we are voting on. Get a survey and tell me how many parking spaces are out there currently and get hard numbers on what is required and how many existing spaces we have.

Mr. Martin said it is confusing what we are voting on a variance for. We need the hard numbers. There is conflicting information in the packet.

Chairman Renta opened the floor for a public hearing.

Wendy Clayton, owner of Bob's Power/Wells Fargo, was present and stated that the parking agreement runs with the land at that time. Also, that the agreement doesn't include the Wells Fargo lot. She said she wants to ensure her tenants are not negatively impacted.

Mr. Sunkavalli requested this be postponed to the next month.

Case was postponed to February.

At 7:40 PM, Mr. Jones made a motion to adjourn. The meeting adjourned at 7:40 PM.

Jack Wakefield, Planner/GIS



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

February 19, 2026

AGENDA ITEM

BZA-26-1 **Brent Hitson** is appealing a decision by the Zoning Official at **708 Savannah Place**. The purpose of this request is to appeal zoning decision on the definition of single-family residence. The property is owned by Brent and Heidi Hyland, and is zoned Vestavia Hills R-2

BACKGROUND

Appeal of Zoning Official Decision on Definition of Single Family

PLANNER'S REVIEW/RECOMMENDATION

The applicant is contending the definition of a single family residence. The subject property has three non-related adults living in the home.

ATTACHMENTS

1. Application
2. Zoning Violation
3. Letter From Applicant
4. HOA Comments
5. Owner's Affidavit

Jack Wakefield
City Planner



Record No: BZA-26-1

Variance Application

Status: Active

Submitted On: 1/7/2026

Primary Location

708 SAVANNAH PL
VESTAVIA HILLS, AL 35226

Owner

Brent & Heidi Hyland
1905 Eli Ln Franklin, TN 37064

Agenda Information

Agenda Scheduling

Comments/Delay/Explanation

Applicant Information

I am filling this out as the
Representative Agent

Billing/Responsible Party

Name

Burr & Forman LLP

Phone #

205-458-5391

Address

420 North 20th Street, Suite 3400

City/State/Zip

Birmingham, AL 35203

Email 

Representing Attorney/Other Agent

Name

Brent Hitson

Phone #

205-458-5391

Address

420 North 20th St, Suite 3400

City/State/Zip

Birmingham, AL 35203

Email 

Subject Property Information

Subject Property Address

708 Svannah Pl, Vestavia Hills, AL 35226

Legal Description of Subject Property 

Lot 20A, The Arbors Resurvey of The Gates of Vestavia (MB 173 MP 59)

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.

Details 

Applicant appeals the decision set forth in the letter dated December 16, 2025 regarding Complaint Number 202500102.

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.*

This is an appeal from a zoning ordinance interpretation.

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 is an appeal from an alleged violation of the City Zoning Ordinance.

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:*

N/A This is an appeal not a request for variance.

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 This is an appeal not a request for variance.

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 This is an appeal not a request for variance.

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:*

N/A This is an appeal not a request for variance.

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

N/A This is an appeal not a request for variance.

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

N/A This is an appeal not a request for variance.

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 This is an appeal not a request for variance.

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 

 Brent Hitson

Jan 7, 2026



City of Vestavia Hills

Office of the City Clerk
Planning & Zoning
1032 Montgomery Highway
Vestavia Hills Alabama 35216
(205) 978-0131

December 16, 2025

Westland Management, LLC
c/o Brent and Heidi Hyland
1905 Eli Lane
Franklin TN 37064

RE: Complaint Number: 202500102 Sent Via USPS Certified Return Receipt
PID #: 29 00 25 3 001 084.000 #9589 0710 5270 2646 3878 94
Zoned: Vestavia Hills R-2 (medium density single-family residential)

Property Location: 708 Savannah Place; Lot 20A, The Arbors Resurvey of The Gates at Vestavia
(MB 173 MP 59); Vestavia Hills AL 35226

Attention Property Owner:

Records show that the following violation(s) exist on the above referenced property deeded to you and/or under your control through Quitclaim Deed as recorded as Instrument Number 2025071725, Jefferson County, Alabama.

Zoning – Violation of Zoning – Use of Single-family residence with three (3) unrelated adults in violation of the definition of “family”, Section 2.1.51 of the Vestavia Hills Zoning Code; R-2 Medium Density Residential District.

To comply with the Zoning Ordinance, you must:

Cease and desist all occupancy and use of home with the exception of a single-family occupancy as defined pursuant to Section 13.7 of the Vestavia Hills Zoning Code:

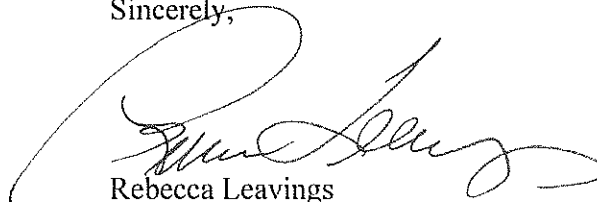
“It shall be unlawful to erect, construct, reconstruct, alter, maintain, use or occupy any land in violation of any regulation in, or any provision of this Ordinance, or any amendment thereof, enacted or adopted under the authority of this Act. Any person, firm or corporation violating any such regulation, provision or amendment shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished in accordance with Title 11-45-9, Code of Alabama, for a misdemeanor violation for each such offense. Each and every day during which such illegal erection, construction, reconstruction, alteration, maintenance, use or occupancy continues shall be deemed a separate offense. Provided, however, that prior to any criminal prosecution the Zoning or Building Official or his agent shall give a written notice or citation to the person, firm or corporation violating any provision of this Ordinance stating the rule or regulation

being violated and notifying the said person, firm or corporation to cease and desist such violation immediately, otherwise said person will be prosecuted as provided herein. In case any building or structure is, or is proposed to be erected, constructed, reconstructed, altered, maintained, used or occupied in violation of any regulation or provision of this Ordinance or amendment thereof, enacted or adopted by the City, said Official or any other appropriate authority or any adjacent or neighboring property owner who would be specifically damaged by such violation, may, in addition to other remedies provided by law, institute injunction, mandamus, abatement or any other appropriate action or actions, proceeding or proceedings to prevent, enjoin, abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance, use or occupancy.”

You have a right to an appeal of the Zoning Official’s decision in this matter. You have fifteen (15) days from the date of this letter, or attempt by the United States Postal Service to deliver this letter, to take correction action or contact the Zoning Official regarding an appeal. Failure to have the existing violations corrected or to allow future violations, may result in immediate criminal proceedings, which may include a warrant for your arrest or criminal summons.

This is the only notice you will receive. Please contact the me upon receipt of this notice to discuss this matter if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rebecca Leavings', written in a cursive style. The signature is positioned above the printed name and title.

Rebecca Leavings
City Clerk/Zoning Official

9589 0710 5270 2646 3878 94

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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- Electronic verification of delivery or attempted delivery.
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- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

- for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.



Brent Hitson
bhitson@burr.com
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Direct Fax: (205) 244-5649

420 North 20th Street
Suite 3400
Birmingham, AL 35203

Office (205) 251-3000
Fax (205) 458-5100

BURR.COM

November 20, 2025

VIA EMAIL (RLEAVINGS@VHAL.ORG)
VIA U.S. MAIL

City of Vestavia Hills, Alabama
Attn: Rebecca Leavings
1032 Montgomery Highway
Vestavia Hills, AL 35216

Re: Zoning Compliance of 708 Savannah Place, Vestavia Hills, Alabama 35226.

Dear Ms. Leavings:

Burr & Forman LLP represents Brent and Heidi Hyland (the “Hylands”), the owners of the real property located at 708 Savannah Place, Vestavia, Alabama 35226 (the “Property”). The Hylands have asked me to respond to your email dated November 6, 2025, which, among other things, states that the Hylands’ son and his two (2) roommates are in violation of the City of Vestavia Hills, Alabama (the “City”) Zoning Ordinance due to the fact that they are three (3) unrelated individuals living in a single-family dwelling.

While we are grateful for you efforts to resolve the dispute between the Hylands and their neighbors, I am disappointed to learn that a meeting was held between the Board of the Arbors of Vestavia Residential Association, Inc. (the “Association”) and representatives of the City to discuss matters directly affecting the Property without the Hylands receiving any notice nor being invited to attend such meeting. As the owners of the affected Property and members of the Association, the Hylands were entitled to participate in or, at minimum, be informed of any discussions regarding the zoning status, permitted uses, or potential compliance issues related to the Property. I respectfully request that notice of any further meetings or communications involving the Property be properly sent to the Hylands to provide them with an opportunity to participate in such meeting.

As you are aware, the Property is zoned R-2 Medium Density Residential District. Pursuant to Article 5, Section 5.3 of the City’s Zoning Ordinance, R-2 districts are

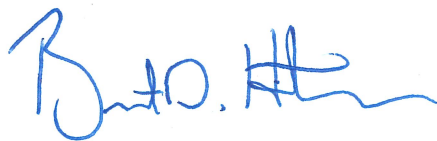
“intended to accommodate detached, single-family dwellings on moderately-sized lots together with other uses, as may be permitted on appeal, which are compatible with such residential uses.” A single-family dwelling is defined in the City’s Zoning Ordinance under Article 2, Section 2.2.18(1) as “[a] building designed for *or* occupied exclusively by one family and having only one dwelling unit from the ground to roof and having independent outside access” (emphasis added). There is no dispute that the Home is a single-family dwelling as it has one dwelling unit from the ground to the roof. The R-2 Medium Density Residential District ordinances do not limit use by only one family.

Article 2, Section 2.2.18(1) does not require a building to only be occupied exclusively by one family in order for it to be considered a ‘single-family dwelling.’ Rather, Article 2, Section 2.2.18(1) provides that the building can be a building designed for one family *or* occupied exclusively by one family. While the Property is not currently occupied by one ‘family’ as that term is defined under the City’s Zoning Ordinance, it is, however, *designed for* one family (i.e. having only one dwelling unit from the ground to roof and having independent outside access). As such, the Property satisfies the definition of single-family dwelling and is therefore in compliance with the City’s R-2 zoning requirements regardless of whether the individuals occupying the Property are considered a “family.”

Additionally, when the Hylands retained a real estate agent to help them find a home, the agent knew that the intended purpose was for the owner’s son and roommates to live during their time studying at Samford University. At no time has anyone taken the position that the three gentlemen living in a three bedroom home is allegedly a violation of any City of Vestavia Ordinances until a phone call from Officer Cooper on October 21, 2025, and receipt of your email last month.

While we appreciate the effort to resolve the Association’s complaints, the Hylands do not agree to restrict their Property as you have suggested. Nonetheless, we are hopeful that we can resolve this matter. Please contact me to discuss this matter further.

Sincerely,



Brent D. Hitson

708 Savannah Place Summary Statement

During the weekend of 8/17/25, Bill Ashley, board president, and Diane Romine, a board member, welcomed the new owners, Brent and Heidi Hyland, providing them with the HOA covenants and bylaws. They were introduced to Cole, their son, and his two roommates. The group discussed that the community's bylaws align with Vestavia's codes regarding occupancy, raising concerns about possible excess street parking for all three young men and any visitors. The new owners assured everyone that two cars would use the garage and the third, along with any guest vehicles, would be parked in the driveway.

Unfortunately, these assurances were not upheld. Instead, the volume of vehicles and visitors made it appear as though the property was being used as an off-campus fraternity house. Trucks and SUVs regularly lined both sides of the narrow cul-de-sac, and at times vehicles even blocked driveways and mailboxes. We can show proof with both photos and videos.

The HOA initially reached out to the Hylands to share frustrations about the high number of guests, the noise from trucks, music, and voices regardless of the hour. A nearby neighbor recorded examples of inappropriate, lewd conversations overheard from her deck. Fast-food wrappers were left in their driveway for hours and days, or windblown onto neighbors' yards. After further assurances from Mrs. Hyland that she would address these issues with her son, things briefly improved, but soon the disruptive behavior returned.

Board president Bill Ashley then contacted city officials for guidance, resulting in a meeting between the board and several city representatives to discuss ongoing disruptions to what had been a quiet, well-maintained neighborhood.

Authorities advised calling 911 if parked cars blocked both sides of the street and restricted emergency access or blocked driveways and post boxes; such events should be documented in police reports. Another incident involved a young man seeking the "frat house", unsettling a family on another street in our neighborhood by pounding on the front door and entering their car in the driveway before being arrested.

City officials mediated an agreement for the Hylands to follow occupancy laws by May 2026, but the Hylands later requested their son to remain with two renters until May 2027, this request is documented in writing. The Homeowner's Association has formally requested that the city promptly enforce the regulation limiting occupancy to two unrelated individuals.

Thank you.

AVRA Board



**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: 708 Savannah Pl, 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: Brent Hitson, Burr + Forman 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: Heidi Highland 1/3/2026 Brent Hitson
Owner Signature/Date

Tennessee
STATE OF ~~ALABAMA~~
COUNTY OF Williamson

Given under my hand and seal
this 3 day of 1, 2026

Francis Tetro
Notary Public



My commission expires 19 day of 02, 2029.



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

February 19, 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 from 121 spaces at peak hours to 110 spaces (under shared parking calculation). The property is owned by Baker Crow and is zoned **Vestavia Hills B-1**.

BACKGROUND

11 Space Parking Variance From 121 Required Spaces to 110 Spaces

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. BZA final submission 2-25
3. Crow_Warren agreement parking
4. 1998 amendment to Cross-Parking agreement
5. Survey of Lot
6. Support Letters
7. 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

BZA — FINDINGS OF FACT & VARIANCE REQUEST

Property: 633 Montgomery Hwy, Vestavia Hills, AL

Request: Parking variance to address a **maximum 11-space peak daytime deficit (8:00 a.m. – 5:00 p.m.)**

Summary Finding

The subject properties operate pursuant to a recorded Shared Parking and Cross-Access Agreement (recording information and excerpted parking-rights language provided in previous submission). Using an intentionally conservative worst-case methodology—assuming full occupancy of the adjacent 3,687 sq. ft. vacant suite and applying the most parking-intensive applicable restaurant classifications used in the analysis (including 1 space per 100 sq. ft. GFA for Donatos and Rolls Bakery)—the peak daytime overlap calculation identifies a maximum deficit of 11 parking spaces during 8:00 a.m. to 5:00 p.m. Outside of that window, the existing parking supply meets or exceeds the estimated parking demand under the same conservative assumptions.

1) Minimum Necessary Variance

The requested relief is limited strictly to the 11-space maximum shortfall identified in the peak overlap calculation. This is the minimum variance necessary to allow the site to function in compliance under the full-occupancy assumptions applied in the submitted parking analysis, without requesting any excess relief.

2) Special Property Conditions and Physical Hardship

This is a legacy site with a pre-existing lot configuration and building placement that materially limits on-site parking expansion. The property is constrained by fixed public rights-of-way along Montgomery Highway and Tremont Drive, and the existing building footprint and limited lot depth restrict feasible reconfiguration. As documented by the site plan and existing conditions, creating additional compliant on-site spaces beyond those already achieved would require major structural removal or relocation of primary site improvements, which is not a reasonable or proportionate remedy.

3) Hardship Not Self-Imposed

The parking limitation results from existing site constraints and application of current ordinance parking ratios to a legacy configuration, not from discretionary choices intended to create noncompliance. While our buildout initially removed seven (7) spaces, we have since added back eight (8) spaces through additional parking and a rear parking lot redesign, resulting in a net increase of one (1) parking space versus the post-buildout condition. This demonstrates that we pursued practical design-based mitigation first, and that the remaining peak deficit is driven by

physical constraints and peak overlap demand rather than a self-created reduction in parking supply.

4) Public Interest and Safety Improvement

Granting the minimum variance supports the ordinance intent of safe and orderly parking and reduces the risk of spillover impacts. The site has been redesigned to improve safety and operations, including a one-way rear-access circulation configuration (as shown on the submitted plan), which reduces conflict points and backing/circulation hazards while keeping parking activity contained on-site.

5) No Adverse Impact

Because the submitted analysis is intentionally conservative—assuming full occupancy of the vacant suite and applying high-intensity parking factors—the requested 11-space variance represents a quantified, worst-case peak condition rather than typical daily demand. The variance is not expected to create nuisance conditions or impair neighborhood circulation, and the combination of the recorded shared parking framework and the one-way rear-access safety configuration helps ensure parking demand remains managed on-site.

Requested Action

Approve a minimum necessary parking variance to address a maximum 11-space daytime deficit (8:00 a.m. – 5:00 p.m.) based on the submitted conservative methodology, conditioned on:

1. Implementation and maintenance of the one-way rear-access circulation/striping as shown on the submitted plan.

The Local Restaurant and Bourbon Bar Parking Calculations					
The Local (Restaurant / Lounge)	1 space per 40 sq. ft	Parking Spaces Required	1 space per 3 seats, plus 1 space per 2 employees	Parking Spaces Required	Parking Spaces Provided
Existing Indoor Public Area	1,005 sq. ft / 40	26 spaces	60 seats / 3 + 6 Employees / 2	23 spaces	
Existing Patio Area	512 sq. ft. / 40	13 spaces	26 seats / 3	9 spaces	
Proposed Pergola Seating area	462 sq. ft. / 40	12 spaces	32 seats / 3	11 spaces	
Proposed Outdoor Play areas					
Cornhole - 719 sq ft.					
Artificial Turf Play Area - 852 sq. ft.		3 spaces		3 spaces	
		54 spaces required		46 spaces required	50 spaces
Former Action Martial Arts (Retail)	1 space per 200 sq. ft. of NFA				
	3,687 sq. ft. / 200	19 spaces required		19 spaces	
Donato's Pizza (Quick Serve Restaurant)	1 space per 100 sq. ft. of GFA				
	2,133 Gross sq. ft. / 100	22 spaces required	46 seats / 3 + 3 Employees	19 spaces required	
Sub- total		95 spaces required		84 spaces required	
Eye See Optical (Personal Service) 744 sq. ft / 250	1 space per 250 sq. ft. of GFA	3 spaces or			
Eye See Optical (Retail) -529 sq. ft. / 200	1 space per 200 sq. ft of NFA	3 spaces			
Sports Clips (Personal Service)	1 space per 250 sq. ft. of GFA				
	1,924 sq. ft. / 250	8 spaces required			
Rolls Bakery (Quick Serve Restaurant)	1 space per 100 sq. ft. of GFA				
	2,133 sq. ft. / 100	22 spaces required			
VIP Nails & Spa (Personal Service)	1 space per 300 sq. ft. of GFA				
	1,563 sq. ft. / 300	6 spaces			
Alan & Co. Fine Jewelry	1 space per 300 sq. ft. of NFA				
	1,333 sq. ft. / 300	5 spaces required			
Bob's Power and Equipment					
Retail - 1,532 sq.feet /300	1 space per 300 sq. ft. of NFA	6 spaces			
Service Area - 5 bays	1 space per bay	5 spaces			
Display Area - less than 5,000 sq. ft.	1 space	1 space			
		12 spaces required			
Total Required		151 spaces required before reduction			110 spaces provided

Table 8.1.1: Typical Shared Parking Demand by Use and Time of Day

Parking Demand by use*	Weekday	Weekday	Weekday	Weekday	Weekend
	8am—5pm	6pm—12am	12am—6am	8am—5pm	6pm—12am
Residential	60%	100%	100%	80%	100%
Office	100%	20%	5%	5%	5%
Commercial	90%	80%	5%	100%	70%
Lodging	70%	100%	100%	70%	100%
Restaurant	70%	100%	10%	70%	100%
Entertainment	40%	100%	10%	80%	100%
Movie Theater	40%	80%	10%	80%	100%
Institutional (non-church)	100%	20%	5%	10%	10%
Institutional (church)	10%	5%	5%	100%	50%
* Different parking demands may be used than the typical shown here if documented in a parking demand study.					
The Local (11 AM to 10 PM)	54 spaces x .70 = 38 spaces	54 spaces x 1 = 54 spaces			
Former Action Martial Arts(2 AM to 9 PM)	19 spaces x .90 = 18 space	19 spaces			
Donatos Pizza(11 AM to 11 PM)	22 spaces x .70 = 16 spaces	22 spaces x 1 = 22 spaces			
Eye See Optical(9 AM to 6 PM)	3 spaces x .90 = 3 spaces	<i>Closed</i>			
Sports Clips (9 AM to 6 PM)	8 spaces x .90 = 8 spaces	<i>Closed</i>			
Rolls Bakery (7 AM to 2 PM)	22 spaces x .70 = 16 spaces	<i>Closed</i>			
VIP Nails & Spa(9 AM to 7 PM)	6 spaces x .90 = 6 spaces	<i>Mostly Closed</i>			
Alan & Co. Fine Jewelry(9 AM to 5 PM)	5 spaces x .90 = 5 spaces	<i>Closed</i>			
Bob Power & Equipment	12 spaces x .90 = 11 spaces	<i>Closed</i>			
Total Required	121 spaces required	95 spaces required (101 til 7 PM)			
	121 -110 = 11 deficit				



SITE PLAN
NO SCALE

VIP NAILS
1,563 S.F.
6 PARKING SPACES REQUIRED

ALAN & CO FINE JEWELRY
1,563 S.F.
5 PARKING SPACES REQUIRED

ROLL'S BAKERY
2,200 S.F. - 6 SEATS + 3 EMPLOYEES
22 PARKING SPACES REQUIRED

SPORTS CLIPS
1,924 S.F.
8 PARKING SPACES REQUIRED

EYE-SEE OPTICAL
PERSONAL SERVICES
3 PARKING SPACES REQUIRED

DONATO'S PIZZA
46 SEATS
16 SEATING + 2 EMPLOYEES =
22 PARKING SPACES REQUIRED

FORMER ACTION MARTIAL ARTS
3,692 S.F.
19 PARKING SPACES REQUIRED

THE LOCAL
80 INTERIOR SEATS + 88 EXTERIOR SEATS + 8 EMPLOYEES
38 PARKING SPACES REQUIRED

BOB'S
3 RETAIL - 2,250 S.F. / 200 SEATING SPACES; 2 / 3 SHOP
2 SHOP - 4,350 S.F. / 100 SEATING SPACES
11 PARKING SPACES REQUIRED

2 PARKING SPACES ADDED

14 PARKING SPACES
6 TOTAL ADDED

sheet no:

Additions & Alteration to The Local

job no. 34-28 date: 02-13-26 drawn by: lly checked by: lly revision(0) 00-00-26
1 Birmingham office | 1000 edley parkway | kinshady, alabama 35061 | 20528284200 | 20528595888 | lly@llv.com | www.llv.com | ©CCP/RIGHT L Squared Architects - Do not reproduce without written permission |

LLV ARCHITECTS
Lawrence Lee Vowels architect

sheet description:

Wells Fargo

jason.baileylandgroup.com <jason@baileylandgroup.com>
To: "drsunkavalli@gmail.com" <drsunkavalli@gmail.com>

Wed, Feb 11, 2026 at 4:02 PM

Kanti,

Attached is Map Book 74, Page 4. This is the source of Lots B-1 and B-2. On page 2 of my survey, it shows those lots as well as the Alabama Power Company property that is part of Lot B-1. Page 1 of my survey shows the Wells Fargo lease area which includes all of Lot B-2 and part of Lot B-1. I don't know why they didn't create a new subdivision plat that showed all of this, but they didn't. I was expecting that to happen after I did this survey, but it never did. I hope this explains everything. If not, please let me know.

Thank you,

Jason E. Bailey, PLS | *Owner/Principal*

Bailey Land Group, Inc. | 4121 Smokey Road | Alabaster, AL 35007

O: 205-978-0080 | F: 205-624-3334 | M: 205-296-2941 | jason@baileylandgroup.com | www.baileylandgroup.com

 **Map Book 74- Page 4.pdf**
1098K

Survey of property for B-20/2601/2214/1070

A RESURVEY OF LOT 'B' OF

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

(Recorded in Map Book , Page)

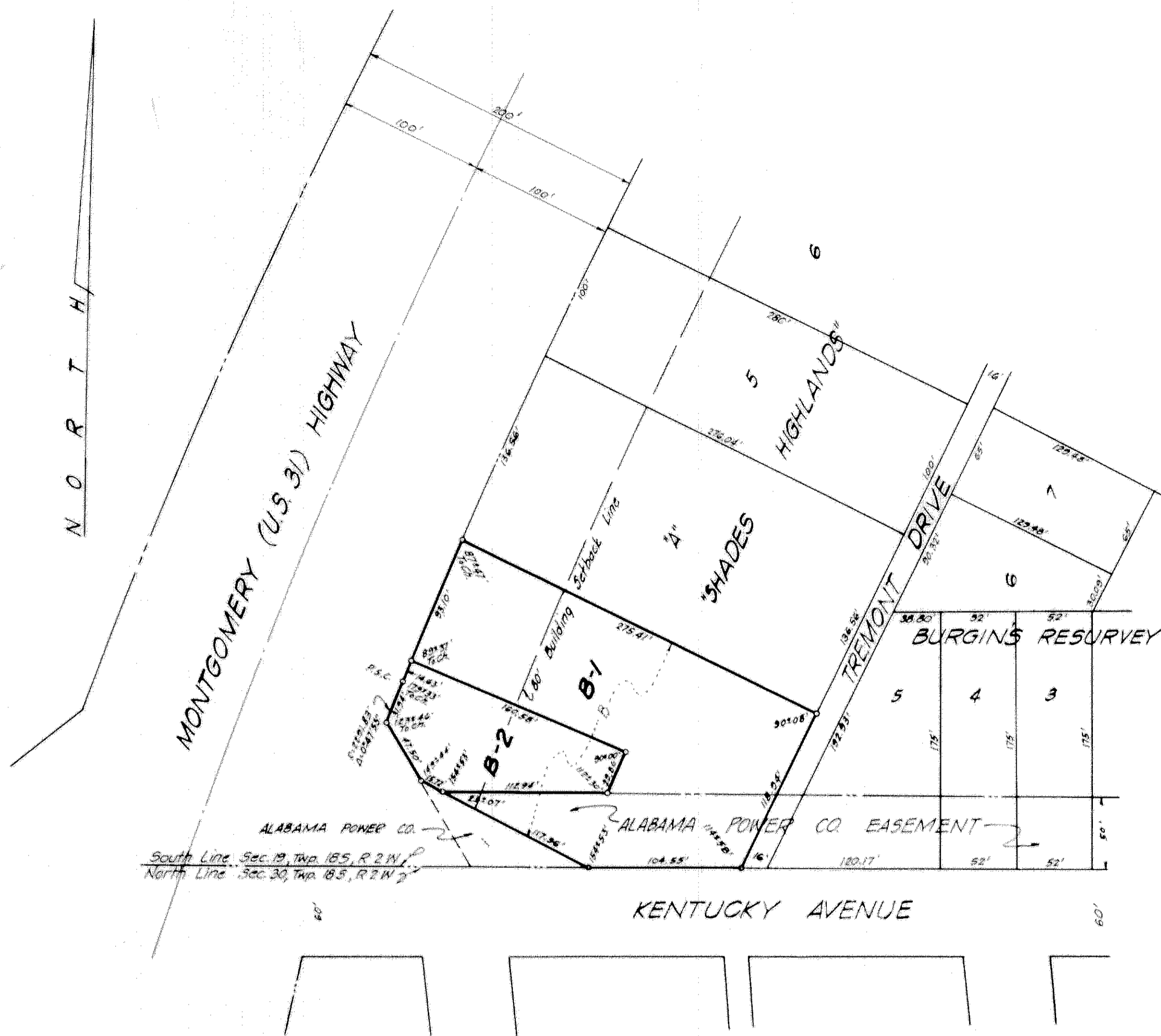
Situated in the S.E. 1/4 of S.W. 1/4 of Sec. 19, Twp. 18 S, R. 2 W.

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

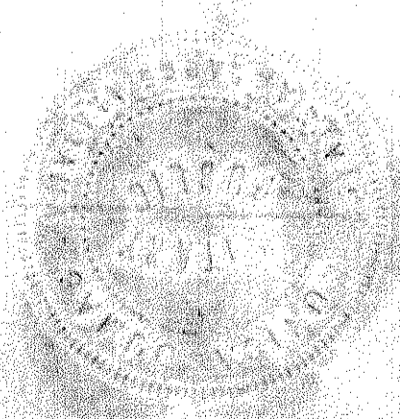
Joseph D. Schoel
Joseph D. Schoel, Ala. Reg. No. 4405

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 SQUARE

200

February 12, 2026

To Whom It May Concern:

Farra LLC is the owner of the shopping center made up of 617, 619, 621 and 623 Montgomery Hwy, Vestavia Hills, AL.

We are in agreement that the existing cross-parking and access agreement last amended and dated February 23, 1998 is in full force and effect. Furthermore, we agree with the changes to the existing parking with the addition of the stage area for The Local. We are also in agreement with the new stripping of parking at the rear of our building as outlined in yellow on the attached Exhibit A.

Feel free to call our property manager, Andrew Patterson of Shannon Waltchack Management, with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'AG'.

Name

Managing Member

Farra LLC

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 Schutte

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.




SEAL

Kristen Kaesemeyer
Notary Public

My commission expires: May 22, 2001

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)

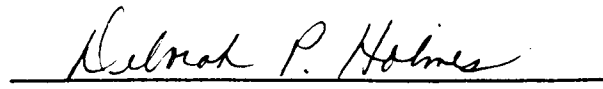
On this 28 day of May, 1998, I, the undersigned authority, a notary public in and for said county in said state, hereby certify that LISA FRANKS OROS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me that she, being informed of the contents of said instrument,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

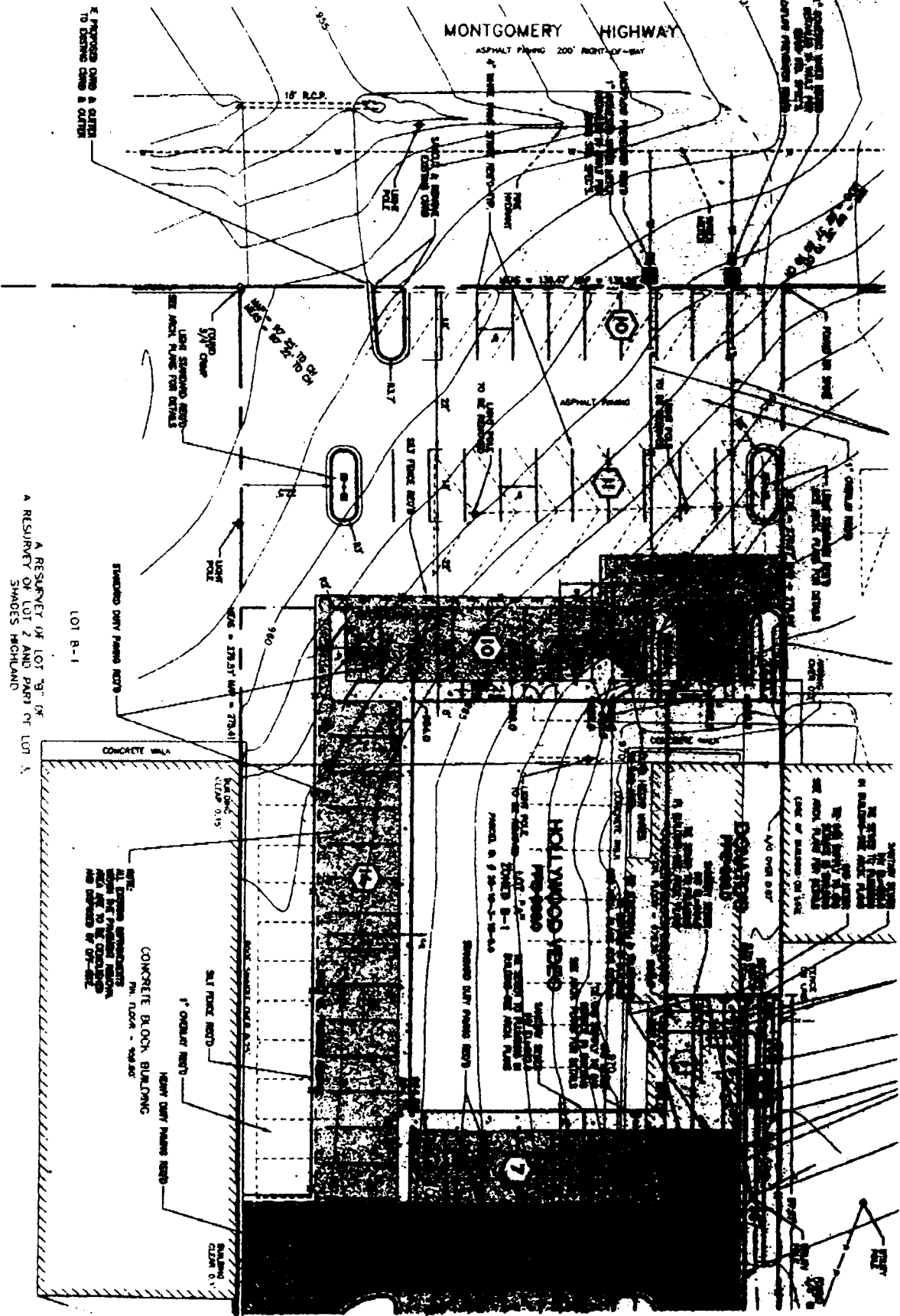
State of Alabama - Jefferson County
I certify this instrument filed on:
1998 JUN 25 P.M. 14:21
Recorded and \$ _____ Mtg. Tax
and \$ 24.50 Deed Tax and Fee Amt. 24.50
Total \$ 49.00
\$ GEORGE R. REYNOLDS, Judge of Probate



9808/2944

MONTGOMERY HIGHWAY

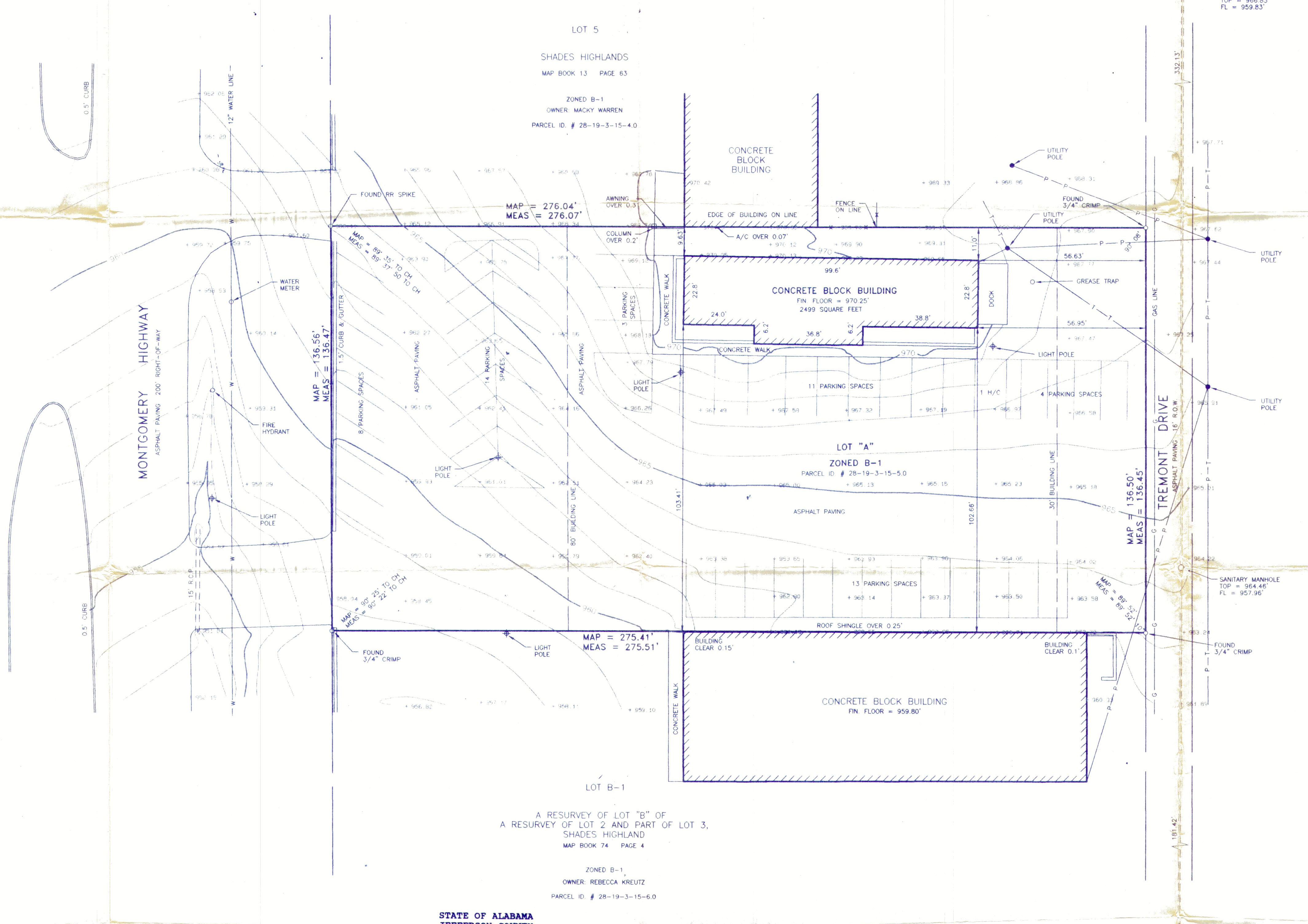
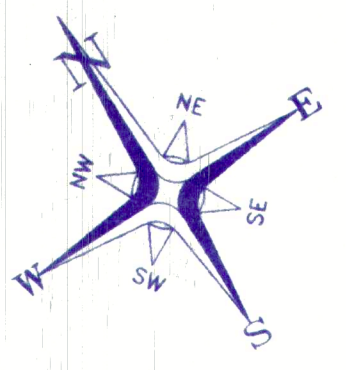
ASPHALT PAVING 200' RIGHT-OF-WAY



A RESURVEY OF LOT 'B' OF
 A RESURVEY OF LOT 2 AND PART OF LOT 1
 SHADES HIGHLAND

LOT B-1

HOLLWOOD VESSEL
 PROPERTY
 LOT B-1
 SHADES HIGHLAND



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

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: Yes)

Signature:

David Shirley

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.



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

February 19, 2026

AGENDA ITEM

BZA-26-2 **Lizzy Van Rooyen** is requesting a **Parking Variance** for the property located at 3965 Crosshaven Drive. The purpose of this request is to reduce the number of parking spaces required from 100 spaces to 83 spaces. The property is owned by Will Akin and is zoned **Vestavia Hills B-2**.

BACKGROUND

17 Space Parking Variance Reducing Required Spaces of 100 to 83 Spaces

PLANNER'S REVIEW/RECOMMENDATION

The applicant is requesting a parking variance for a three-tent commercial structure in Cahaba Heights. The applicant contends the required fire lane, turning radius, and delivery circulation prevent the addition of more parking on the lot. If additional parking spaces were created, it would create unsafe and non-compliant additions. The parking calculation was derived as the highest required output based on square footage. If parking was calculated based on seating, the establishment would only be three spaces short of what is required by Code. The applicant also contends that other properties in the district typically have different site depths, internal circulation patterns, or access locations that allow both required emergency/service circulation and the minimum parking count without the same conflict. The proposed use is a coffee shop. This is zoned Vestavia Hills B-2.

ATTACHMENTS

1. Application
2. Parking Calculation
3. Survey Site
4. Site Plan Indoor
5. Indoor Rendering
6. Overhead Rendering
7. RE_ [External] BZA-26-2 Parking Variance Comments
8. Fw_ [External] 3965 Crosshaven Drive Citizen Comment In Favor
9. Owner's Affidavit

Jack Wakefield
City Planner



Record No: BZA-26-2

Variance Application

Status: Active

Submitted On: 1/13/2026

Primary Location

3965 CROSSHAVEN DR Unit 105
VESTAVIA HILLS, AL 35243

Owner

Will Akin

Agenda Information

Agenda Scheduling

February 2026

Comments/Delay/Explanation

Applicant Information

I am filling this out as the

Representative Agent

Billing/Responsible Party

Name

Lizzy Van Rooyen

Phone

205-478-5997

Address

3800 Colonade Parkway Suite 250

City/State/Zip

Birmingham, AL 35243

Email 

Representing Attorney/Other Agent

Name

Phone #

Keith Shamblin

Address

City/State/Zip

3800 Colonade Parkway Suite 250

Birmingham, AL 35243

Email 

Subject Property Information

Subject Property Address

3965 Crosshaven Drive

Legal Description of Subject Property 

COM SW COR SE 1/4 SE 1/4 SEC 15 TP 18 R 2 TH N 205 FT TH E 15 FT S TO POB
TH N 125 FT S TH E 115 FT S FT TH S 125 FT S TH W 110 FT S TO POB SECT 15
TWSP 18S RANGE 2W

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 variance needed.

ZONING

Vestavia Hills Zoning for the subject property is

B-2

PROJECT

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

We are requesting a variance for the car parking. The building has three units. Two are occupied. We have a provisional coffee shop going into the vacant space. The car park has 83 spaces which is just under the needed amount.

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 subject property has extraordinary and exceptional site conditions that are peculiar to this parcel and are not typical of other properties in the same zoning district. Specifically, the site's access geometry and frontage conditions create constraints that materially limit the area where compliant parking can be located.

- Required fire lane / turning radius / delivery circulation: Due to the parcel's layout and building placement, the site must preserve a continuous fire apparatus access route and adequate turning radii, as well as functional delivery/service access, within a limited maneuvering area. These requirements consume the remaining circulation space and prevent additional parking from being added without creating unsafe or noncompliant conditions. Other properties in the district typically have different site depths, internal circulation patterns, or access locations that allow both required emergency/service circulation and the minimum parking count without the same conflict.

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 subject property has extraordinary and exceptional site conditions that are peculiar to this parcel and are not typical of other properties in the same zoning district. Specifically, the site's access geometry and frontage conditions create constraints that materially limit the area where compliant parking can be located.

- Required fire lane / turning radius / delivery circulation: Due to the parcel's layout and building placement, the site must preserve a continuous fire apparatus access route and adequate turning radii, as well as functional delivery/service access, within a limited maneuvering area. These requirements consume the remaining circulation space and prevent additional parking from being added without creating unsafe or noncompliant conditions. Other properties in the district typically have different site depths, internal circulation patterns, or access locations that allow both required emergency/service circulation and the minimum parking count without the same conflict.

These conditions are peculiar to this specific property (driven by its access location, right-of-way limits, and required turning/circulation) and are not generally applicable to other lands or structures in the same district.

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 the requested parking variance will not confer any special privilege that is denied to other property owners in the same zoning district. The request is not to exceed the permitted use, increase density beyond what the district allows, or avoid general standards that others must meet. Rather, it is a limited adjustment to the minimum parking requirement to address site-specific constraints that are unique to this parcel—specifically the need to maintain code-compliant fire lane access/turning radii and delivery circulation, and to preserve required right-of-way

The applicant has designed the site to maximize compliant parking and is requesting only the minimum relief necessary (a reduction to 83 provided spaces) to allow reasonable use of the property while maintaining public safety and functional circulation. Other properties in the district that face comparable physical constraints may similarly request relief through the same public process; approval of this request would therefore apply the ordinance fairly and would not create a unique advantage, but would instead allow this property to function comparably to other compliant properties in the district.

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 literal application of the minimum parking requirement in Appendix A, Article 8, §8.1 (Table 8.1) would deprive the applicant of the ability to use and develop the property in a manner commonly enjoyed by other properties in the same zoning district. The proposed uses (fast food, coffee, and medical) are uses that are permitted/typical within the district, and other properties in the district are generally able to provide the required parking counts because they have less restrictive site conditions and more flexible internal circulation.

On this parcel, however, strict compliance with the full 99-space requirement would require a site layout that conflicts with public safety and operational circulation needs—specifically the preservation of required fire lane access, emergency vehicle turning radii, delivery/service circulation, and the maintenance of safe right-of-way and driveway sight-distance. Because these constraints are inherent to this site, the applicant cannot add the remaining 16 spaces without creating noncompliant or unsafe conditions (e.g., obstructing fire access or compromising required sight lines at the driveway).

As a result, enforcing the ordinance literally would prevent the applicant from developing/using the property at a reasonable level comparable to other district properties, effectively denying rights and opportunities that others can enjoy on sites without these unique constraints. The requested variance (approval of 83 spaces in lieu of 99) is therefore necessary to allow the property to function similarly to other properties in the district while maintaining required safety standards.

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 parking variance will be in harmony with the purpose and intent of the Vestavia Hills Zoning Ordinance because it still advances the ordinance's core objectives of public safety, orderly development, and compatibility with surrounding properties. The applicant is not requesting a change in permitted use or an increase in intensity beyond what the district allows; the request is limited to a 16-space reduction (providing 83 spaces where 99 are required) to accommodate site-specific constraints while preserving safe circulation.

Approval will not be injurious to the neighborhood or the general welfare for the following reasons:

- **Safety is protected:** The site plan maintains required fire lane access, emergency vehicle turning radii, and delivery/service circulation, and preserves right-of-way and driveway sight-distance for safe ingress/egress. These safety elements are central to protecting the public and adjacent properties.
- **Traffic and circulation remain orderly:** The internal drive aisles, access points, and circulation pattern are designed to prevent queuing conflicts and unsafe backing or turning movements.
- **Neighborhood impacts are minimized:** Parking is contained on-site and managed through shared parking and signage, which reduces the likelihood of overflow parking on nearby streets or adjacent properties. Operational times in which the coffee shop will be most in use 7-10 am. The fastfood restaurant Milos does not open til 10am. Therefore mitigating high traffic times.
- **Compatible development:** The project remains consistent with surrounding commercial patterns and the district's intent by providing substantial on-site parking while avoiding design changes that would compromise safety or create visual/functional impacts on neighbors.

For these reasons, the variance supports the ordinance's intent, maintains safe site operations, and will not harm the neighborhood 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:*

The special circumstances that necessitate this parking variance are not self-imposed and are not the intended result of any action by the applicant. The constraints driving the request are inherent to the site and its access conditions, including the fixed the need to maintain code-compliant fire lane access, turning radii, and delivery/service circulation. These conditions are dictated by public safety standards and the parcel's existing geometry and access location, not by a voluntary design preference.

The applicant has made reasonable efforts to comply with the ordinance by maximizing the number of code-compliant parking spaces within the developable area while preserving required emergency and service access and safe ingress/egress.) is therefore the result of site limitations and safety requirements that existed independently of the applicant's actions, and represents the minimum relief necessary to allow reasonable use of the property without compromising safety or operational functionality.

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 variance necessary to make possible the legal use of the property. The applicant's site plan has been designed to maximize code-compliant parking while still meeting all required safety and operational standards, including maintaining a continuous fire lane, adequate emergency-vehicle turning radii, necessary delivery/service access, and preserving the required right-of-way and driveway sight-distance/clear sight triangle for safe ingress and egress.

Based on these constraints, the site can physically and safely accommodate 83 parking spaces. Providing the full 99 required spaces would require placing stalls and/or aisles into areas needed for fire access/turning movements or into areas that would compromise required driveway sight distance, creating noncompliant and unsafe conditions. The requested variance therefore seeks only the difference between what is required and what can be safely provided—a reduction of 16 spaces—and does not request any additional relief beyond that minimum.

The applicant has evaluated reasonable compliance alternatives (including restriping/reconfiguration, maximizing efficient stall layout, and operational measures to manage peak demand) and is requesting only the limited reduction necessary to allow the permitted uses to function while maintaining public safety and orderly circulation.

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.*

Granting the requested variance will not allow the permanent establishment of any use that is not permissible in the zoning district, nor will it authorize any use that is expressly or implicitly prohibited by the Vestavia Hills Zoning Ordinance. The applicant is not requesting a use variance or any change to the list of permitted uses. The proposed uses (fast food, coffee, and medical) are intended to operate only as allowed within the district and subject to all applicable zoning and licensing requirements.

The request is limited solely to a parking variance under the ordinance's off-street parking provisions—specifically approval of 83 spaces in lieu of 99 required—to accommodate site-specific constraints while maintaining required fire access, turning movements, delivery circulation, and safe driveway sight lines. All other zoning standards (including permitted use, site access, and public safety requirements) will remain in full force and effect.

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 

 Lizzy Van Rooyen

Jan 13, 2026

Parking details-

1. Milos Drive through- 2,694 sq ft.

Need 100sq per sq ft plus 4 stacking spaces- total needed = 31 spaces

2. Cahaba Dermatologists- 4,665 sq ft

Need 4 spaces per doctor and 1 space per employee- total needed=19 spaces

Maximum of 4 doctors a day and 3 employees- this is the maximum and usually below

3. Proposed coffee shop- 3,200 sq ft space

If done based on 1 space per 3 seats and 1 space per two employees the number of spaces would be – 30 (max 80 seats and 3 employees)

If calculated on 40sq which is great of public floor area- number of spaces would be 50

Spaces onsite is 83.

If calculated by seats in coffee shop , we are 3 under the limit. However if calculated on the greater of 40 sq ft then we are 17 spaces shy.

Hours of operation;

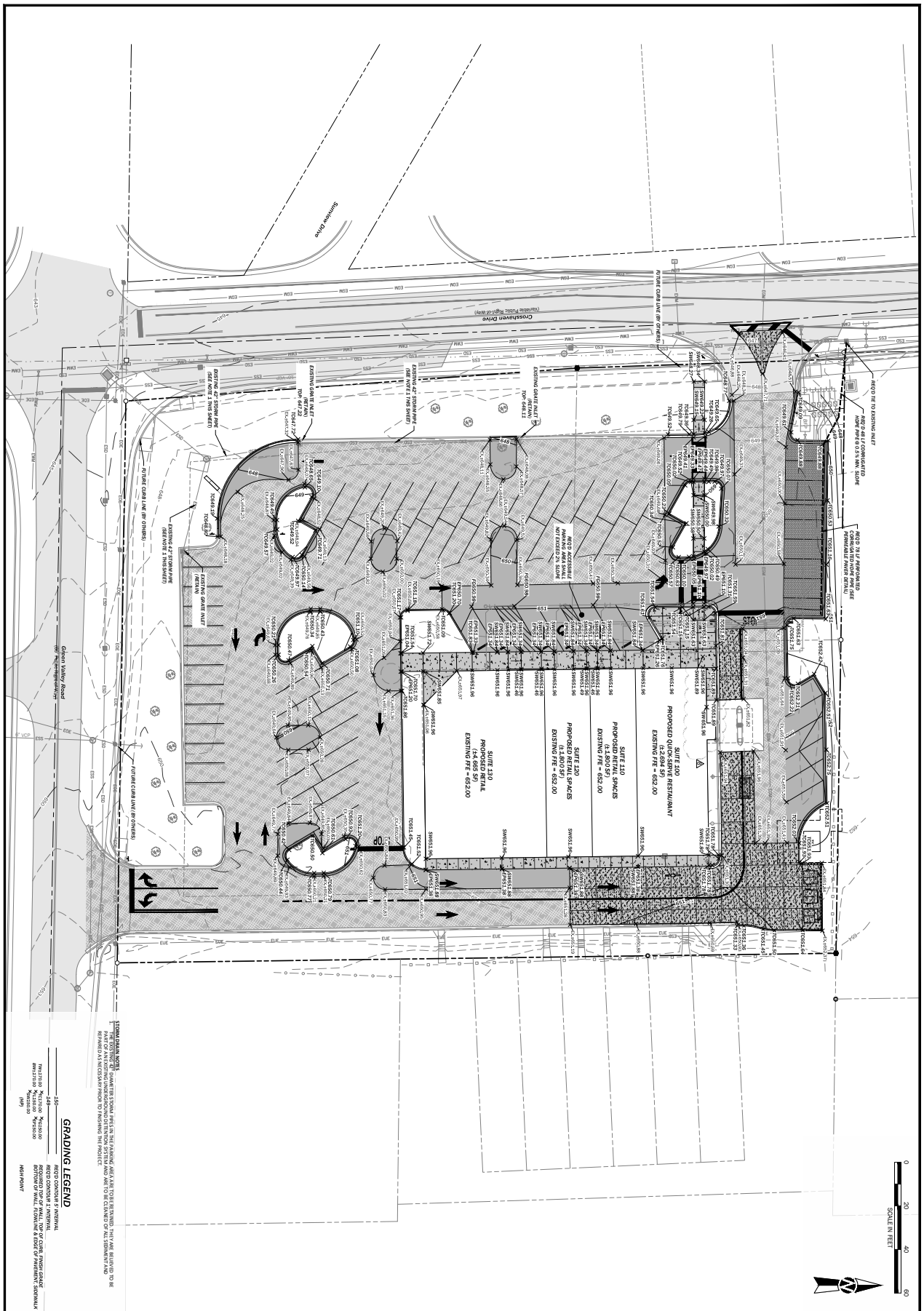
Milos- Mond- Fri 10:30- 9 pm

Dermatologist- Mon- Thursday – 8-5 pm; Friday 8:30- 5 pm; Saturday & Sunday – closed

Proposed coffee shop- Monday – Sunday 7am- 11 pm

The coffee shop busiest hours will be before Milos opens 7-10 am and after the dermatologist closes between 6-10 pm.

I have tracked the parking lot at all different hours of the day and it predominately has less than 10 cars in the lot. I do not believe that this use would add a parking issue in this parking lot. The large majority of Milos customers are drive through and do not sit in. The difference of busy hours are also opposing to limit any cross over of business.



STANDARD NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL FINISHES ARE TO BE AS SHOWN ON THE PLAN UNLESS OTHERWISE NOTED.
 3. ALL UTILITIES ARE TO BE AS SHOWN ON THE PLAN UNLESS OTHERWISE NOTED.
 4. ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND PROTECTED.
 5. ALL NEW UTILITIES ARE TO BE INSTALLED AS SHOWN ON THE PLAN UNLESS OTHERWISE NOTED.
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 15. ALL NEW UTILITIES ARE TO BE INSTALLED AS SHOWN ON THE PLAN UNLESS OTHERWISE NOTED.

GRADING LEGEND

1.00	EXISTING GRADE
1.01	PROPOSED GRADE
1.02	PROPOSED GRADE WITH 1% SLOPE
1.03	PROPOSED GRADE WITH 2% SLOPE
1.04	PROPOSED GRADE WITH 3% SLOPE
1.05	PROPOSED GRADE WITH 4% SLOPE
1.06	PROPOSED GRADE WITH 5% SLOPE
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2.01	PROPOSED GRADE WITH 100% SLOPE

Sheet Title		
SITE GRADING PLAN		
No.	Date	Revision Description
1	02/28/2020	REVISED LAYOUT
2	04/10/2020	REVISED LAYOUT
3	06/01/2020	REVISED LAYOUT
Drawn By: ARI		Checked By: JAM
Date: 12/13/19		Proj. No.: 000181002561.00
File Name: 152561_Sheet C3 01 Grading.dwg		



3965 CROSSHAVEN DRIVE
WELLSPRING HOLDINGS, LLC
 BIRMINGHAM, ALABAMA

TTL
 2890 Rice Mine Road NE | Tuscaloosa, AL 35406
 205.561.3778 | www.ttlusa.com





From: [Umang Patel](#)
To: [owen malcolm](#); [Jack Wakefield](#)
Cc: [Jack Wakefield](#)
Subject: RE: [External] BZA-26-2 Parking Variance
Date: Wednesday, February 18, 2026 2:49:46 PM

Good afternoon Mr. Malcom,

We will attach a copy of your email to the BZA application scheduled for review tomorrow. [@Jack Wakefield](#) will be sure to notify the board of your concerns.

I would also encourage you to be present tomorrow at 6:00 p.m. if you are available.

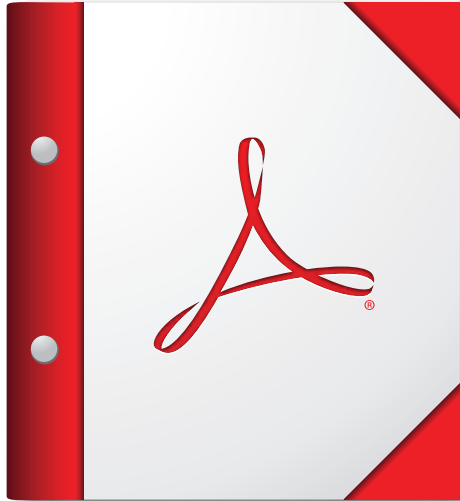
Thank you,

Umang G. Patel, Esq.
Director of Administration & Innovation
P 205 978 0184 | [vhal.org](#)
Vestavia Hills
A Life Above

From: owen malcolm <owenmalcolm32@yahoo.com>
Sent: Wednesday, February 18, 2026 12:50 PM
To: Umang Patel <upatel@vhal.org>
Subject: [External] BZA-26-2 Parking Variance

My name is Owen Malcolm @ 4046 Ida Lane, Vestavia, AL, 35243. I oppose this variance due to threat of Ida Lane becoming overflow parking for this development. The property owners should reconfigure the parking lot to accommodate 100 spaces or reduce proposed coffee shop's public floor area. It's also important to consider the chick fill a customers who park in this lot as well as the number of larger vehicles who take up multiple spaces. Three Vestavia fire trucks were parked in this lot yesterday.

Thanks,
Owen



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)



**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: 3965 Crosshaven Drive, Ste 105, Vestavia Hills, 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.

X the Property Owner, but I am authorizing a Representing Agent by the name of: Keith Shamblin, Jr. or Lizzy Van Rooyen 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:  01/13/2026
Owner Signature/Date

STATE OF ALABAMA
COUNTY OF _____

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

Notary Public

My commission expires _____ day of _____, 20____.