



# REGULAR CITY COUNCIL MEETING

Monday, May 08, 2023 at 7:00 PM

Pre- Meeting at 6:00 PM

Council Chamber | 1953 Municipal Way

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## AGENDA

### CALL TO ORDER

### PRAYER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

*Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate*

### MINUTES APPROVAL

- [A.](#) 04-24-2023 Minutes - Regular City Council Meeting
- [B.](#) 05-04-2023 Minutes - Work Session City Council

### AGENDA APPROVAL

### MAYOR BRAKEFIELD COMMENTS/PROCLAMATIONS

- [C.](#) National Police Week Proclamation

### COUNCIL REPORTS

### AGENDA ITEMS

\* Public Hearing on these Items      \*\* Set Public Hearing on these Items

- [1.](#) Resolution 050823 Authorizing Addendum to Video Services Agreement - AT&T Alabama to DIRECTV LLC

Authorizing the Mayor to sign an updated agreement, formally with AT&T transferring to DIRECTV, LLC.

- [2.](#) Resolution 050823-A Creating Field Training Officer Pay Program for the Alabaster Police Department

Authorizing request to approve FTO (Field Training Officer) pay to equal 2 additional regular hours of pay for each 12 hour shift the FTO has a new recruit (certified or non-certified) in the car for training.

- [3.](#) Resolution 050823-B MWPP Annual Report

Approval for the Municipal Water Pollution Prevention (MWPP) - Annual Report for 2023- Due to ADEM May 31, 2023.

- [4.](#) Resolution 050823-C Authorizing Professional Services Contract with Engineers of the South - Sand Filters Upgrade WWTP

Authorizing a Professional Services Contract with Engineers of the South for the replacement and upgrade of the existing sand filters at the Alabaster WWTP in an amount not to exceed \$260,000.

- [5.](#) Resolution 050823-D Authorizing Agreement with InSite Engineering LLC - Main WWTP Influent Screen Replacement and Grit System Update

Authorizing an agreement with InSite Engineering relating to the replacement of the influent screen and grit system at the Waste Water Treatment Plant in the amount not to exceed \$159,300.

**6. Resolution 050823-E Authorizing Purchase of Police Department Vehicle Purchase**

Authorizing purchase request from Police Chief Curtis Rigney to purchase one (1) 2023 Chevrolet 2500 4WD PU Truck for the Alabaster Police Department in the amount of \$49,381.50 and update the FY23 Budget to reflect said purchase..

**7. Resolution 050823-F Authorize Property Acquisition for Trail to Thompson High School**

Authorizing the Mayor to sign documentation necessary to facilitate purchase of property for connection of trail system between Thompson High School and Municipal Park in a amount not to exceed \$14,000.

**PUBLIC COMMENTS**

*Please step to the podium and state your name and address for the record.*

**COUNCIL COMMENTS**

**WORK SESSION SCHEDULED FOR MAY 18, 2023 AT 6:00 PM.**

**ADJOURN MEETING**

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In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting by:

Calling Office Number: 205-664-6800

Or Visit: <http://cityofalabaster.com/397/Americans-with-Disabilities-Act>



## MINUTES OF THE REGULAR CITY COUNCIL MEETING

Council Chamber | 1953 Municipal Way

Alabaster, AL

April 24, 2023

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### CALL TO ORDER

The meeting was called to order at 6:05 PM and the Council organized for the Regular City Council Meeting which started at 7:00 PM with Council President Sophie Martin presiding.

**PRAYER** - Guest Brandon Matthews

### PLEDGE OF ALLEGIANCE

### ROLL CALL

*Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate*

### PRESENT

Council Member - Ward 1 Sophie Martin  
Council Member - Ward 2 Rick Ellis  
Council Member - Ward 3 Stacy Rakestraw  
Council Member - Ward 4 Greg Farrell  
Council Member - Ward 5 Jamie Cole  
Council Member - Ward 6 Zach Zahariadis  
Council Member - Ward 7 Kerri Pate

### MINUTES APPROVAL

- A. **04-10-2023 Minutes - Regular City Council Meeting**
- B. **04-20-2023 Minutes - Work Session City Council**

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 3 Rakestraw. Minutes approved.

### AGENDA APPROVAL

Motion made by Council Member - Ward 7 Pate, Seconded by Council Member - Ward 2 Ellis. Agenda approved.

### MAYOR BRAKEFIELD COMMENTS/PROCLAMATIONS

- C. **Teen Council Induction Ceremony**

Mayor Brakefield swore in the 2023-2024 Alabaster Teen Council for the City of Alabaster and thanked Karen Fillingim and Brandon Matthews for their diligent work in making this program successful.

- D. **Alabaster Citizens Academy Certificate Presentations**

Mayor Brakefield presented graduation certificates to the inaugural members of the Alabaster Citizens Academy.

- E. **Proclamation - Professional Municipal Clerks Week 2023**

Mayor Brakefield presented Proclamations to City Clerk Mark Frey and Deputy City Clerk Lisa Glasgow.

**COUNCIL REPORTS**

- F. **Library Monthly Report - March 2023** - Council Member Rick Ellis
- G. **Public Works Monthly Report - March 2023** - Council Member Stacy Rakestraw
- H. **AFD Monthly Report - March 2023** - Council Member Greg Farrell
- I. **APD Monthly Activity Report - March 2023** - Council Member Zach Zahariadis
- J. **Engineering - Building Monthly Report - March 2023** - Council Member Kerri Pate

**AGENDA ITEMS**

- \* **Public Hearing on these Items**      \*\* **Set Public Hearing on these Items**

**1. Resolution 042423 BOE Appointment Place 2**

Appointment of Kristalyn Lee to Place 2 of the Alabaster School Board with a term expiring June 2028.

Motion made by Council Member - Ward 5 Cole, Seconded by Council Member - Ward 3 Rakestraw. Motion carried.

**2. Resolution 042423-A Authorizing Agreement with Engineers of the South**

Authorizing an Agreement for Engineering Services for a new Belt Press and Renovations to the Solids Handling Building located at the WWTP at a cost not to exceed \$253,500.

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 2 Ellis. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

**3. Resolution 042423-B Streetlight Approval for Mallard Landing Subdivision Phase 3**

Authorizing Agreement with Alabama Power for 8 streetlights within the Mallard Landing Subdivision Phase 3 at a cost estimate of \$110.80 per month.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 4 Farrell. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

**4. Resolution 042423-C Declaring Items within Various Departments as Surplus**

Declaring surplus items within various departments within the City of Alabaster.

Motion made by Council Member - Ward 7 Pate, Seconded by Council Member - Ward 5 Cole. Motion carried.

**5. Resolution 042423-D Authorizing a Professional Services Agreement with Poole and Co Architects - WWTP Renovation Design**

Authorizing a Professional Services Contract with Poole and Co Architects in the amount of \$32,000 for the design work for remodeling of the of the Power Trip Building and the current WWTP Admin office.

Motion made by Council Member - Ward 2 Ellis, Seconded by Council Member - Ward 6 Zahariadis. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member

- Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate.  
Motion carried.

**6. Resolution 042423-E Authorizing Funding for 2023 Gone Fishin Not Just Wishin Event**

Approving a request to support the Exceptional Anglers event, Gone Fishin', Not Just Wishin', at Oak Mountain State Park on May 10-12, 2023 in the amount of \$3,000.

Motion made by Council Member - Ward 7 Pate, Seconded by Council Member - Ward 5 Cole. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

**7. Resolution 042423-F Enter Agreement Musco Sports Lighting LLC for Larry Simmons Stadium Lighting Equipment**

Authorizing an agreement with Musco Sports Lighting for new lighting for Larry Simmons Stadium in the amount of \$158,640.00. (Sourcewell Purchasing Cooperative Contract Number 071619-MSL)

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 7 Pate. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

**8. Resolution 042423-G Awarding Bid for Renovation of Larry Simmons Stadium**

Awarding the bid for the renovation of Larry Simmons Stadium to Clements Dean Building Company in the amount of \$4,693,220.

Motion made by Council Member - Ward 6 Zahariadis, Seconded by Council Member - Ward 5 Cole. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

**9. Resolution 042423-H Awarding Bid for Alabaster Boulevard Paving Project**

Awarding the bid for Alabaster Boulevard Paving Remediation to Massey Asphalt Paving, LLC. for the Alabaster Boulevard Repaving project in the amount of \$7,051,382.50.

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 2 Ellis. Voting Yea: Council Member - Ward 1 Martin, Council Member - Ward 2 Ellis, Council Member - Ward 3 Rakestraw, Council Member - Ward 4 Farrell, Council Member - Ward 5 Cole, Council Member - Ward 6 Zahariadis, Council Member - Ward 7 Pate. Motion carried.

**PUBLIC COMMENTS**

None

**COUNCIL COMMENTS**

**Rick Ellis** - Congratulations to the new Alabaster Teen Council.

**Stacy Rakestraw** - Thank you to everyone who participated in the Citizens Academy.

**Jamie Cole** - Congratulations to his son Sully and all of the new Teen Council. He also expressed his appreciation for everyone who participated in the Citizens Academy, Mark Frey and Lisa Glasgow.

**Zach Zahariadis** - Thanked City Clerk, Mark Frey, Deputy Clerk, Lisa Glasgow and all Department Heads for their work in making the City successful.

**Kerri Pate** - Thanked APD and the IT Department for providing the blocked train crossing notifications.

**Sophie Martin** - Welcomed the new Teen Council and thanked all of the graduates for the Citizens Academy. She also thanked the Mayor and Council for their support of all of the large Alabaster Fast Forward Projects that were approved tonight.

**WORK SESSION SCHEDULED FOR MAY 4, 2023, AT 6:00 PM.**

**ADJOURN MEETING**

Motion made by Council Member - Ward 4 Farrell, Seconded by Council Member - Ward 3 Rakestraw.  
Meeting adjourned at 7:39 PM.

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**J. Mark Frey, City Clerk**

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**Sophie Martin, Council President**



## MINUTES OF THE WORK SESSION CITY COUNCIL

Council Chambers | 1953 Municipal Way

Alabaster, AL

May 04, 2023

### CALL TO ORDER

City Council assembled for a Work Session and the meeting was called to order at 6:02 PM with Council President Sophie Martin presiding.

### ROLL CALL

*Sophie Martin, Rick Ellis, Stacy Rakestraw, Greg Farrell, Jamie Cole, Zach Zahariadis, Kerri Pate*

#### PRESENT

Council Member - Ward 2 Rick Ellis  
 Council Member - Ward 3 Stacy Rakestraw  
 Council Member - Ward 4 Greg Farrell  
 Council Member - Ward 5 Jamie Cole  
 Council Member - Ward 7 Kerri Pate

#### ABSENT

Council Member - Ward 1 Sophie Martin  
 Council Member - Ward 6 Zach Zahariadis

### AGENDA ITEMS:

#### 1. Resolution 050823-E Authorizing Purchase of 2023 Chevy 2500 PU Truck 4WD for APD

REVIEW: Request from Police Chief Curtis Rigney to purchase one (1) 2023 Chevrolet 2500 4WD PU Truck for the Alabaster Police Department in the amount of \$49,381.50. (Resolution 050823-E Authorizing Purchase of Police Department Vehicle Purchase) Added to Monday's agenda.

#### 2. Creation of FTO (Field Training Officer) Pay

Request to approve FTO (Field Training Officer) pay to equal 2 additional regular hours of pay for each 12 hour shift the FTO has a new recruit (certified or non-certified) in the car for training. (Resolution 050823-A Creating Field Training Officer Pay Program for the Alabaster Police Department) Added to Monday's agenda.

#### 3. Review Proposed Ward Map from the Redistricting Committee

Review recommended new Ward Map as proposed by the Redistricting Committee. This item will be placed on the first Work Session in June.

#### 4. Addendum to Video Services Agreement - AT&T to DIRECTTV

Review updated agreement formally with AT&T transferring to DIRECTTV, LLC. (Resolution 050823 Authorizing Addendum to Video Services Agreement - AT&T Alabama to DIRECTV LLC) Added to Monday's agenda.

#### 5. Bar Screen and Grit Removal System Upgrade

Review agreement with InSite relating to the replacement of the influent screen and grit system at the Waste Water Treatment Plant. (Resolution 050823-D Authorizing

Agreement with InSite Engineering LLC - Main WWTP Influent Screen Replacement and Grit System Update) Added to Monday's agenda.

**6. Review: Professional Services Contract with Engineers of the South - Sand Filters Upgrade WWTP**

Review: Professional Services contract with Engineers of the South for the replacement and upgrade of the existing sand filters at the Alabaster WWTP (Resolution 050823-C Authorizing Professional Services Contract with Engineers of the South - Sand Filters Upgrade WWTP) Added to Monday's agenda.

**7. 2023 Environmental Services yearly MWPP report to ADEM**

Approval for the Municipal Water Pollution Prevention (MWPP) - Annual Report - Due to ADEM May 31, 2023. (Resolution 050823-B MWPP Annual Report) Added to Monday's agenda.

**8. Appointing Alabaster Downtown Redevelopment Board Members - Discussion**

Review potential members of the new Alabaster Downtown Redevelopment Authority. This item will be placed on the first Work Session in June.

**ADJOURNMENT**

Motion made by Council Member - Ward 3 Rakestraw, Seconded by Council Member - Ward 2 Ellis. Meeting adjourned at 7:34 PM.

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**J. Mark Frey, City Clerk**

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**Sophie Martin, Council President**





OFFICE OF THE MAYOR  
CITY OF ALABASTER

**PROCLAMATION**

**WHEREAS**, Congress and the President of the United States have designated May 15, 2023 as “Peace Officers’ Memorial Day” and the week in which it falls as “National Police Week”; and

**WHEREAS**, the members of the law enforcement agency of the City of Alabaster play an important role in safeguarding the rights and freedoms of the citizens of our community; and

**WHEREAS**, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder; and

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund’s 35<sup>th</sup> Annual Candlelight Vigil on the evening of May 13, 2023; and

**NOW, THEREFORE**, I, Scott Brakefield, the Mayor of the City of Alabaster, Alabama, do hereby proclaim the week of May 14-20, 2023 as **NATIONAL POLICE WEEK** recognizing all law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities.

I further call upon all citizens to observe May 15, 2023 as **Peace Officers’ Memorial Day** to honor our law enforcement officers who have made the ultimate sacrifice in service to their community, and let us recognize and pay respect to the survivors of our fallen heroes.

WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Alabaster, Alabama to be affixed, this 4th day of May, 2023.



\_\_\_\_\_  
Mayor Scott Brakefield

ATTEST:

\_\_\_\_\_  
J. Mark Frey, City Clerk



Council Member \_\_\_\_\_ introduced the following Resolution, which was seconded  
Council Member \_\_\_\_\_.

Item #1.



**RESOLUTION 050823**

**AUTHORIZING ADDENDUM TO VIDEO SERVICES AGREEMENT**

**WHEREAS**, the City Council of the City of Alabaster, Alabama, has determined that it is both wise and expedient to authorize an addendum to the Video Services Agreement originally entered on November 26, 2013, but allows for extension upon written mutual request of the parties; and

**WHEREAS**, on or about July 31, 2021, BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) completed the transfer of its interest in the Video Services Agreement (“Agreement”) with the City regarding the provision of the U-verse IPTV video service to an affiliate, DIRECTV; and

**WHEREAS**, the City and DIRECTV now desire to extend the term of the Agreement through December 31, 2027, and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement attached (Exhibit A).

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster and J. Mark Frey, City Clerk, to sign, attest and file all documentation necessary to enter into said agreement.

**ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.**

ATTEST:

CITY OF ALABASTER

\_\_\_\_\_  
J. Mark Frey, City Clerk

\_\_\_\_\_  
Sophie Martin, Council President

APPROVED

\_\_\_\_\_  
Scott Brakefield, Mayor

## ADDENDUM TO VIDEO SERVICES AGREEMENT

**THIS ADDENDUM TO VIDEO SERVICES AGREEMENT** ("Addendum") is made on this 8th day of May, 2023, by and between DIRECTV, LLC ("DIRECTV") and the City of Alabaster, Alabama ("City").

### RECITALS

**WHEREAS** on or about July 31, 2021, BellSouth Telecommunications, LLC d/b/a AT&T Alabama ("AT&T Alabama") completed the transfer of its interest in the Video Services Agreement ("Agreement") with the City regarding the provision of the U-verse IPTV video service to an affiliate, DIRECTV; and

**WHEREAS** the initial Agreement with the City was entered on November 26, 2013 for a term expiring December 31, 2023, but allows for extending the Agreement upon written mutual request of the parties; and

**WHEREAS** the City and DIRECTV now desire to extend the term of the Agreement through December 31, 2027, and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

**WHEREAS** DIRECTV and the City of Alabaster desire to make one other modification to the terms of the Agreement, which is fully set forth herein below and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement through December 31, 2027.

### AGREEMENTS

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and in the original Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIRECTV and the City of Alabaster agree as follows:

1. Paragraph 2 of the Agreement is hereby amended and acknowledged to read as follows:

Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2027. The term may be extended upon mutual agreement of the parties in writing.

2. The "Notices" paragraph of the Agreement is amended by changing the address for AT&T Alabama to the following:

DIRECTV  
Legal/External Affairs  
2260 E. Imperial Hwy.  
El Segundo, CA 90245

e-mail: [scott.alexander@directv.com](mailto:scott.alexander@directv.com)

3. Unless amended by the terms of this Addendum, all other terms and conditions of the Agreement, shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the Agreement conflict with the terms of this Addendum, this Addendum shall be deemed to supersede and override the terms of the Agreement.

4. This Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understanding, whether oral or written.

**IN WITNESS WHEREOF**, DIRECTV and the City of Alabaster have caused this Addendum to be duly executed on their behalf by their duly authorized representative, as of the date first above written.

(Signature page immediately follows)

**DIRECTV, LLC (DIRECTV)**

Printed Name: Scott J. Alexander

Title: Senior Director, External Affairs

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Alabaster Alabama**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Council Member \_\_\_\_\_ introduced the following Resolution, which was seconded by Council Member \_\_\_\_\_.

Item #2.



**RESOLUTION 050823-A**

**AUTHORIZING CREATION OF FIELD TRAINING OFFICER PAY**

**WHEREAS**, pursuant to the Civil Service Act for the City of Alabaster, Alabama the City Council must adopt any modifications to job classifications and pay grade assignments; and

**WHEREAS**, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to authorize FTO Pay equal two (2) additional regular hours of pay for each twelve (12) hour shift the FTO has a new recruit (certified or non-certified) in the car for training; and

**WHEREAS**, this resolution authorizes FTO Pay for officers that are providing new recruits with vital Officer In Training (OIT) to ensure a firm foundation in the job required of them within the Police Department of the City of Alabaster; and

**WHEREAS**, the cost for this program is based on additional pay for each new officer hired for training as follows:

- Non-certified Officer – 16-week program
- Certified Officer - 12-week program

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alabaster, does hereby authorize the Human Resources Director to create the FTO Pay and reflect this classification plan within the pay grade assignments for the City of Alabaster Police Department.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

**PASSED, ADOPTED, AND APPROVED THIS 8TH DAY OF MAY 2023.**

ATTEST:

CITY OF ALABASTER

\_\_\_\_\_  
J. Mark Frey, City Clerk

\_\_\_\_\_  
Sophie Martin, Council President

APPROVED:

\_\_\_\_\_  
Scott Brakefield, Mayor

Council Member \_\_\_\_\_ introduced the following Resolution with Motion to approve, which was seconded by Council Member \_\_\_\_\_.



**RESOLUTION 050823-B**

**A RESOLUTION TO SUBMIT THE MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM 2023 ANNUAL REPORT**

**NOW COMES**, the City Council of the City of Alabaster, a municipal entity, desires to allow the Director of Engineering, Building, & Environmental Services to submit the MWPP annual report.

After due consideration with appropriate motion being made and seconded the following Resolution is adopted:

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA THAT THE CITY COUNCIL OF ALABASTER INFORMS THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT THAT THE FOLLOWING ACTIONS WERE TAKEN BY THE CITY COUNCIL OF THE CITY OF ALABASTER, ALABAMA.

- 1. Reviewed the MWPP Annual Report, which is attached to this Resolution 050823-B.
- 2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
  - (a) Continue the Ongoing infiltration and inflow remediation program.
  - (b) Continue the evaluating options for operational modifications and minor improvements to ensure compliance with the NPDES Permit.

**ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.**

ATTEST:

CITY OF ALABASTER

\_\_\_\_\_  
J. Mark Frey, City Clerk

\_\_\_\_\_  
Sophie Martin, Council President

APPROVED:

\_\_\_\_\_  
Scott Brakefield, Mayor

Municipal Water Pollution Prevention Resolution Form

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

RESOLVED that the (City), (Board) of City of Alabaster

informs the Department of Environmental Management that the following actions were taken by (governing body) The City Council.

- 1. Reviewed the MWPP Annual Report which is attached to this resolution.
- 2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
  - (a) Continue ongoing infiltration and inflow remediation.
  - (b) Continue evaluating operational modifications and minor improvements to insure compliance with NPDES Permit.
  - (c)
  - (d)

Passed by a (majority)(unanimous) vote of the \_\_\_\_\_ on (date).

\_\_\_\_\_  
Clerk





**RESOLUTION 050823-C**

**AUTHORIZING AN AGREEMENT WITH ENGINEERS OF THE SOUTH FOR ENGINEERING SERVICES IMPROVING EXISTING EQUIPMENT AND INCREASING THE CAPACITY OF THE FILTRATION EQUIPMENT AT THE WASTE WATER TREATMENT PLANT**

**WHEREAS**, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter into said contractual agreement with **Engineers of the South for Engineering Services** related to **Improvements to Existing Equipment and Increasing the Capacity of the Filtration Equipment** for the city’s Waste Water Treatment Plant (WWTP); and

**WHEREAS**, the project will improve the reliability, capacity and efficiency of the tertiary filtration process operations at the WWTP, and

**WHEREAS**, the amount of this service agreement will not to exceed **\$260,000**. This has been approved as part of the City’s 2023 Capital Improvement Plan for Environmental Services, and

**WHEREAS**, the project improvements will generally include:

- Replacing the existing sand filters with disk filters
- Installing the new disk filters inside the existing concrete structures of the sand filters
- Increasing capacity of the existing sand Filter #1 (old side = currently rated at 3.0 mgd) to match the capacity of the existing sand Filter #2 (new side = currently rated at 4.6 mgd). The goal is to provide redundant trains of equal capacity. Each disk filter will be sized for a peak flow of 14 mgd (28 mgd peak flow total).
- Provide hydraulic review of existing pipe from the existing Clarifiers #1 and #2 to the existing Filter #1. If necessary, recommend replacement of the pipe as needed to increase the flow capacity through Filter #1 to meet the desired capacity.
- Review the condition of the effluent launders and weirs in Clarifiers #1 and #2. Recommend and include replacement, if needed.
- Review the feasibility of adding rapid mix and flocculation within the existing filter structure(s) to improve the chemical mixing and filter performance. Provide guidance, recommendations and design of these features, if desired.
- Electrical upgrades or improvements as required to service the project.

**NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

1. The City Council authorizes the Mayor to enter into an agreement with Engineers of the South for the Solids Handling Building Improvements at a cost not to exceed \$260,000.
2. That the City Clerk is authorized and directed to attest any related, and necessary documents on behalf of the City for said purchases.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

**ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.**

ATTEST: CITY OF ALABASTER

\_\_\_\_\_  
J. Mark Frey, City Clerk

\_\_\_\_\_  
Sophie Martin, Council President

APPROVED:

\_\_\_\_\_  
Scott Brakefield, Mayor



April 25, 2023

Mr. Fred Hawkins, PE  
Director of Building, Engineering & Environmental Services  
1953 Municipal Way  
Alabaster, AL 35007

Re: Alabaster WWTP – Filter Improvements

Dear Fred:

Engineers of the South, LLC (EOS) is pleased to provide the City of Alabaster with this proposal for engineering services. This project consists of improving the existing equipment and increasing the capacity of the filtration equipment at the existing Alabaster Wastewater Treatment Plant (WWTP). This project will improve the reliability, capacity and efficiency of the tertiary filtration process operations.

The general concept discussed with the City includes:

- Replacing the existing sand filters with disk filters
- Installing the new disk filters inside the existing concrete structures of the sand filters
- Increasing capacity of the existing sand Filter #1 (old side = currently rated at 3.0 mgd) to match the capacity of the existing sand Filter #2 (new side = currently rated at 4.6 mgd). The goal is to provide redundant trains of equal capacity. Each disk filter will be sized for a peak flow of 14 mgd (28 mgd peak flow total).
- Provide hydraulic review of existing pipe from the existing Clarifiers #1 and #2 to the existing Filter #1. If necessary, recommend replacement of the pipe as needed to increase the flow capacity through Filter #1 to meet the desired capacity.
- Review the condition of the effluent launders and weirs in Clarifiers #1 and #2. Recommend and include replacement, if needed.
- Review the feasibility of adding rapid mix and flocculation within the existing filter structure(s) to improve the chemical mixing and filter performance. Provide guidance, recommendations and design of these features, if desired.
- Electrical upgrades or improvements as required to service the project.

This proposal specifically excludes:

- Electrical improvements beyond the new filter equipment.
- SCADA improvements of any kind. All SCADA improvements shall be by Owner.
- FEMA or US Corps of Engineers permitting for Flood Plain related issues.
- Site survey (already completed by Owner).
- Permitting.
- Environmental review.
- Structural review of existing structures / buildings.

In general, the proposed project includes the following (complete scope located in Attachment A):

Mr. Fred Hawkins, PE  
 Alabaster WWTP – Solids Handling Building  
 April 25, 2023 | Page 2

- The Preliminary Phase (excludes surveying as the City provided a whole site survey) is hourly engineering time to:
  - Visit additional example disk filter installations with City Personnel (if desired).
  - Provide at least three (3) different concepts / scopes with Opinion of Preliminary Construction Costs for Owner review.
  - Review the existing elevations, pipe diameters, flows, etc. to confirm hydraulic capacities and piping improvements necessary.
  - Review the existing electrical infrastructure to ensure adequate capacity for new equipment.
  - Coordinate the design with the existing and conceptual future downstream unit processes.
- The Design Phase will produce a complete set of Contract Documents, Plans, and Specifications ready to bid.
- The Bidding Phase includes advertising, Pre-Bid Meeting, answering questions, producing Addenda as required, Bid Opening, and Recommendation of Award.
- The Construction Phase includes the Pre-Construction Conference, part-time construction observation (estimated at half of construction time), concrete testing, submittal review, monthly pay request review, change orders as required, and record drawings upon completion.

Proposed compensation:

• Preliminary Phase	Hourly NTE:	\$ 18,500.00	Time: 60 days
• Design Phase	Lump Sum:	\$154,500.00	Time: 150 days
• Bidding & Construction Phases	Hourly NTE:	\$ 84,500.00	
• Construction Survey Stakeout	Hourly NTE:	\$ 2,500.00	
	Project Total:	\$260,000.00 (maximum)	

We are available to begin work immediately and appreciate this opportunity to assist the City of Alabaster. If you have any questions concerning this proposal, please call me at our Pelham office or on my cell phone at (205) 516-0816.

Sincerely,  
 Engineers of the South, LLC



Greg Thompson, PE  
 Project Manager

Acceptance of Proposal:  
 City of Alabaster

\_\_\_\_\_  
 Signature  
 Date: \_\_\_\_\_

Attachments: A – Scope / Typical Types of Engineering Services  
 B – Schedule of Rates and Fees  
 C – Articles of Employment  
 CC: File: X:\EOS Archives\Alabaster\Alabaster WWTF - Filter\Proposal\AL-2301 - Filter Improvements (2023-04-25).docx



**RESOLUTION 050823-D**

**A RESOLUTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT  
 WITH INSITE ENGINEERING LLC  
 FOR MAIN WWTP INFLUENT SCREEN REPLACEMENT AND GRIT SYSTEM UPDATE**

**WHEREAS**, the Mayor and City Council of the City of Alabaster, Alabama, have determined that it is both wise and expedient to enter a professional services agreement with InSite Engineering, LLC for Main Waste Water Treatment Plant (WWTP) Influent Screen Replacement and Grit System Update; and

**WHEREAS**, said Work will include necessary field verification and surveying of site Civil, Electrical, and Structural Bid plans and specifications in coordination with survey data for 25 MGD Screen and Replacement Grit System Parts Replacement; and

**WHEREAS**, said project will include bidding and contracting period services, Construction Administration with resident observation and inspection services.; and

**WHEREAS**, Contract #3 will include the following:

- |                                  |          |  |
|----------------------------------|----------|--|
| • A Lump Sum amount of           | \$1,500  | Field Verification Measurements and Levels   |
| • A Lump Sum amount of           | \$64,800 | Civil / Mechanical Design, Specifications, and Permits   |
| • A Lump Sum amount of           | \$20,500 | Electrical Design / Specifications   |
| • A Lump Sum amount of           | \$16,500 | Structural Design / Permit   |
| • A Lump Sum amount of           | \$4,000  | Bidding and Contracting Period Services.   |
| • An hourly amount (Est)         | \$48,500 | Construction Administration & Inspection Services<br>For up to 120 Days (4 months of Construction) |
| • Reimb Expenses (Cost Plus 15%) | \$3,500  | Reimbursables: Printing, Plotting, Mileage, Etc.   |

**Total Contract Amount    \$159,300**

and;

**WHEREAS**, Agreement will not exceed **\$159,300** (see attached Exhibit "A") and will be paid from the Sewer Fund.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster and J. Mark Frey, City Clerk, to sign, attest and file all documentation necessary to enter into said contract.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

**ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.**

ATTEST: CITY OF ALABASTER

\_\_\_\_\_  
 J. Mark Frey, City Clerk

\_\_\_\_\_  
 Sophie Martin, Council President

APPROVED

\_\_\_\_\_  
 Scott Brakefield, Mayor

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

Prepared by  
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE  
and  
Issued and Published Jointly by



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
a practice division of the  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS  
AMERICAN COUNCIL OF ENGINEERING COMPANIES  
AMERICAN SOCIETY OF CIVIL ENGINEERS

**FOR  
WWTP Influent Screen Replacement and Grit  
System Update**

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
The City of Alabaster, Alabama (“Owner”) and  
Insite Engineering LLC (“Engineer”) Engineer agrees to provide the services described below to Owner for  
Main WWTP Influent Screen Replacement and Grit System Update (“Project”).

Description of Engineer’s Services: Work will include necessary field verification and surveying of site Civil, Electrical, and Structural Bid plans and specifications in coordination with survey data for 25 MGD Screen and Replacement Grit System Parts Replacement. Includes bidding and contracting period services, Construction Administration with resident observation and inspection services.

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.
    - 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

2 of 4  
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer, and (3) agree that any survey provided by the Engineer as part of this Agreement is provided solely as a convenience to the Owner at the direction of the Owner and that all liability for survey and surveying inaccuracies shall be borne fully by the surveying consultant and that Engineer has no liability for such work. Consultant shall carry insurance coverage.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

**9.01 Payment (Lump Sum Basis)**

A.			
1.	A Lump Sum amount of \$	1,500	Field Verification Measurements and Levels
2.	A Lump Sum amount of \$	64,800	Civil / Mechanical Design, Specifications, and Permits
3.	A Lump Sum amount of \$	20,500	Electrical Design / Specifications
4.	A Lump Sum amount of	16,500	Structural Design / Permit
5.	A Lump Sum amount of \$	4,000	Bidding and Contracting Period Services.
6.	A hourly amount (Est) \$	48,500	Construction Administration and Inspection Services For up to 120 Days (4 months of Construction)
7.	Reimb Expenses (Cost Plus 15%)	3,500	Reimbursable Expenses: Printing, Plotting, Mileage, Etc.
B.			
	<b>Total Contract Amount \$</b>	<b>159,300</b>	_____

OWNER UNDERSTANDS AND AGREES THAT THE OBLIGATION TO PAY FOR SERVICES IS IN NO WAY DEPENDENT ON OWNER'S ABILITY TO OBTAIN FINANCING, OBTAINING OF APPROVALS FROM ANY GOVERNMENTAL OR REGULATORY AGENCIES, REAL ESTATE CLOSING, RECEIPT OF PAYMENT FROM OTHER PARTIES, OR UPON OWNER'S SUCCESSFUL COMPLETION OF PROJECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Alabaster, Alabama

ENGINEER: InSite Engineering, LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: President

Date Signed: \_\_\_\_\_

Date Signed: 4/22/23

License or Certificate No. and State CA #2736 E

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
5800 Feldspar Way  
Hoover, Alabama 35244  
\_\_\_\_\_



**RESOLUTION 050823-E**

**ALABASTER POLICE DEPARTMENT VEHICLE PURCHASE – STATE BID LIST**

**WHEREAS**, the Mayor and City Council wish to provide adequate and efficient equipment for our Police Department to enable them to serve our citizens, and

**WHEREAS**, the Police Department has the opportunity to purchase a vehicle and

**WHEREAS**, the requested purchase of a vehicle was not included in the FY23 budget and will require a budget adjustment, and

**WHEREAS**, the Police Department vehicle will be purchased from the State of Alabama Bid List, State Contract Number T191 (Donohoo Chevrolet) and will be paid from the General Fund.

<b>Item</b>	<b>Cost</b>
2025 Chevrolet 2500 4WD Pickup Truck (Donohoo)	\$49,381.50

**NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

1. The Police Department be allowed to purchase one (1) 2023 Chevrolet 2500 4WD Pickup Truck off the State Bid List at a cost of \$49,381.50.
2. That the Mayor and City Clerk are authorized and directed to execute any related, and necessary documents on behalf of the City for said purchases.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

**ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.**

ATTEST:

CITY OF ALABASTER

\_\_\_\_\_  
J. Mark Frey, City Clerk

\_\_\_\_\_  
Sophie Martin, Council President

APPROVED:

\_\_\_\_\_  
Scott Brakefield, Mayor



Council Member \_\_\_\_\_ introduced the following Resolution, which was seconded by Council Member \_\_\_\_\_.



**RESOLUTION 050823-F**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY FOR THE CITY OF ALABASTER TRAIL TO THOMPSON HIGH SCHOOL PROJECT**

**WHEREAS**, it is the desire of the City Council of the City of Alabaster, Alabama to provide our citizens with safe walking trails to encourage outdoor activities and city walkability, and

**WHEREAS**, the city is developing and installing a 10FT Wide Asphalt Trail and Sidewalk Project that will connect Thompson High School to Municipal Park to Thompson Middle School, and

**WHEREAS**, the development of the new trail will require the purchase of a small piece of property located at the rear boundary of 152 Kentwood Drive, and

**WHEREAS**, the City Council of the City of Alabaster has determined that it is both wise and expedient to authorize the Mayor to sign all documentation necessary to purchase property for the trail construction.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Alabaster, Alabama as follows:

1. The City Council of the City of Alabaster does hereby authorize Scott Brakefield, Mayor of the City of Alabaster to sign and Mark Frey, City Clerk, to attest and file all documentation necessary to finalize the purchase.
2. The City Council authorizes payment to property owner, Luke Short, the appraised value plus the funds to construct a privacy fence to the trail, not to exceed \$14,000.

	Y / N		Y / N
Sophie Martin	_____	Jamie Cole	_____
Rick Ellis	_____	Zach Zahariadis	_____
Stacy Rakestraw	_____	Kerri Pate	_____
Greg Farrell	_____		

**ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.**

ATTEST:

CITY OF ALABASTER, ALABAMA

\_\_\_\_\_  
J. Mark Frey, City Clerk

\_\_\_\_\_  
Sophie Martin, Council President

APPROVED:

\_\_\_\_\_  
Scott Brakefield, Mayor

**REAL PROPERTY APPRAISAL REPORT**

Prepared for  
**The City of Alabaster**

By

Rusty Rich, MAI, MRICS (Senior Managing Director with IRR-Birmingham)
880 Montclair Road, Suite 275
Birmingham, AL 35213

<b>Region, Area</b>	<b>Alabaster</b>
<b>Project Number</b>	<b>TAPBH-TA22(939)</b>
<b>Tract Number</b>	<b>1</b>
<b>County</b>	<b>Shelby</b>
<b>CPMS Number</b>	<b>NA</b>
<b>Property Owner(s)</b>	<b>Luke Short</b>
<b>Address of Owner(s)</b>	<b>152 Kentwood Drive, Alabaster, AL 35007</b>
<b>Property Address</b>	<b>152 Kentwood Drive, Alabaster, AL 35007</b>
<b>Contact Person</b>	<b>Luke Short</b>
<b>Telephone Number</b>	<b>205.270.0534</b>

<b>Original Date of Report</b>	<b>8/8/22</b>	<b>Revised Date of Report</b>		<b>Effective Date of the Appraisal</b>	<b>7/28/22</b>
--------------------------------	---------------	-------------------------------	--	--	----------------

***Please Note:***

*The client is the City of Alabaster. This report is intended for use by the client and Tillman Consulting, LLC and was developed with consideration of the City of Alabaster's assignment requirements. This report is not intended for any other use or user not specifically described herein.*

The Uniform Act (\*) and Title 79, Code of Federal Regulations, Part 24 set the requirements for appraisal and appraisal review in support of Federal and Federally-assisted acquisition(s) of real property for government projects. This appraisal has been prepared in accordance with these requirements which are intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP). In accordance with 49 CFR-§24.103(b); the appraiser, in developing the fair market value of a property before a proposed acquisition, is instructed to disregard any decrease or increase in the market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Additionally, the appraiser is instructed to value any remainder property as if the planned project is complete as of the effective date of appraisal. These instructions are legal requirements which can be construed to create hypothetical conditions as defined in USPAP Standards Rule 1-2(g) and are noted herein in accordance with USPAP Standards Rule 2-2(a)(xiii).

(\*) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Uniform Standards of Professional Appraisal Practice (USPAP)

This appraisal report was developed in substantial compliance with Standards Rule-1 of USPAP.

It is being reported as an "Appraisal Report" in accordance with Rule 2-2 of the USPAP.

**Appraiser Comments:** None

August 8, 2022

Mr. Fred Hawkins  
Director of Engineering, Building and Environmental Services  
City of Alabaster  
1953 Municipal Way  
Alabaster, AL 35007

<b>Project Number:</b>	<b>TAPBH-TA22(939)</b>
<b>Tract Number:</b>	<b>1</b>
<b>County:</b>	<b>Shelby</b>

In compliance with your request for an appraisal of the subject Right-of-Way tract, I personally inspected the subject property and searched the market for comparable market data. Contact with the owner was by the following (indicated) option.

The owner was contacted / given the opportunity to inspect the property with me on	7/21/22 (certified letter)
The owner designated a representative to meet with me; that person was contacted	NA
The owner's representative is identified as	NA
The property was inspected on	7/28/22
Those inspecting the subject property with me were	<u>Tyler Powell (Director with IRR-Birmingham)</u>
A certified letter was mailed on <u>7/21/22</u> and a copy of the certified letter is included in the Addenda.	
<input checked="" type="checkbox"/> A certified letter was sent to the owner. Mr. Powell spoke to Luke Short on 7/21/22 around 4:30 pm. Mr. Short gave us permission to inspect the property. Mr. Short advised us to access the rear of his homesite from the adjoining city park to the east.	

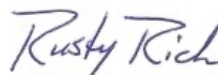
Attached is my report containing supporting market and site data or referencing a Master File for the market data content.

My opinion of the fair market value of the referenced tract is stated below as of 7/28/22

<b>Fair Market Value Before the Acquisition:</b>	<b>\$66,600</b>
<b>Fair Market Value After the Acquisition:</b>	<b>\$55,800</b>
<b>Fair Market Value of the Acquisition:</b>	<b>\$10,800</b>

This report does not employ the use of a Master File for data common to other appraisals for the referenced project. A project Master File, when used, is to be considered a part of the Addenda of each report wherein it is referenced.

Respectively submitted,



Rusty Rich, MAI, MRICS

State Certified General Real Property Appraiser

Alabama License Number G00901

Enclosures

**APPRAISAL REPORT SUMMARY**

OWNER	Luke Short	PROJECT NO.	TAPBH-TA22(939)
ADDRESS	152 Kentwood Drive	COUNTY	Shelby
CITY / STATE	Alabaster, AL 35007	TRACT NO.	1

<u>APPRAISED AREA BEFORE</u>	<u>APPRAISED AREA AFTER</u>	<u>AREA TO BE ACQUIRED</u>
0.74 Ac	0.62 Ac	0.12 Ac

**VALUE BEFORE THE TAKING**

**VALUE AFTER THE TAKING**

Land Value	\$66,600	Land Value	\$55,800
Improvement Value	\$0	Improvement Value	\$0
Total Value	\$66,600	Total Value	\$55,800
<b>DIFFERENCE BETWEEN BEFORE AND AFTER VALUES</b>			<b>\$10,800</b>

**VALUATION DETAILS OF PORTION TO BE ACQUIRED**

1. Land

Acquired Area	0.12	@	\$90,000	Per Ac =	\$10,800
P.D.E. Area		@		Per Ac =	

2. Improvements on Land to be Acquired

Item	Description	Value
		\$

<b>TOTAL VALUE OF THE IMPROVEMENTS TO BE ACQUIRED</b>	\$
---	----

3. Temporary Construction Easement(s) & Damages to Remaining Property

T.C.E. Area	Ac @	Per Ac =
-------------	------	----------

4. Specific Benefits to Remaining Property

	\$
<b>Total Benefits</b>	\$

5. Damages Less Benefits

<b>Net To Remainder</b>	\$
-------------------------	----

6. Sum of Above Values

<b>TOTAL VALUE OF PORTION ACQUIRED</b>	<b>\$10,800</b>	<b>As of (Eff. Date)</b>	<b>7/28/22</b>
--	-----------------	--------------------------	----------------

7. **Remarks:** See addenda for extraordinary assumptions and/or hypothetical conditions that affect the analysis, opinions and conclusions found in this report.

**ASSIGNMENT DETAILS AND  
TRACT SPECIFIC DATA**

 Project No. TAPBH-TA22(939)  
 Tract No. 1
**FA-4 (Rev. 10/20)**

**Purpose of Appraisal:** The purpose of the appraisal is to form an opinion of fair market value of the subject real property both before and after the acquisition of, all or a portion of, property by the Alabama Department of Transportation for State highway use, taking into consideration the legally compensable damages and/or enhancement resulting from the taking as determined by the laws of the State of Alabama.

**Scope of Work:** (To be developed jointly by the client and appraiser.)

**General Scope Statement:** In properly preparing this 'provided' form appraisal report, the appraiser is expected to: 1) Develop a working knowledge of the subject market area and to be familiar with current property values based on a review and analysis of recent comparable sales activity which is to be documented in this report or in his/her master file. 2) Personally inspect the appraised property, the highway map and construction plans depicting the proposed acquisition. 3) Provide an adequate *Appraiser* scope of work statement which explains the assignment, addresses the extent of the inspection, the extent of the neighborhood & proposed project area analysis, the extent of the property inspection and the level of detail of the description of the physical characteristics of the property being appraised as well as the remaining property. 4) Report his/her analysis, opinions and conclusions in the most current ALDOT form appraisal report. The proper preparation of this form appraisal report will satisfy the definition of "appraisal" in the specific rule requirements in §24.103(a)2 and §24.103(b). **Per the engagement letter: partial acquisition of land beyond the fence to the rear of the property. If a full appraisal is needed in the future a new fee will be negotiated.**

**The subject consists of 0.74± acres along Kentwood Drive in Alabaster, AL. We appraised the land, based upon the Before and After. While there is a single-family residence on site, the scope of this assignment is for a partial appraisal which considers the land only in this case. To our knowledge, there are no improvements situated within the acquisition area.**

**Property Rights Appraised: Fee Interest (All leases and other encumbrances should be noted in the report)**

**We have appraised the fee simple interest in the property.**

**Definition of Fair Market Value:** The price the property would bring when offered for sale by a willing seller who is not forced to sell and which is sought by a willing buyer who is not required to buy, after due consideration of all elements affecting value. (Code of Alabama §18-1A-172)

**5-year Sales and/or Listings History**

<u>Grantor</u>	<u>Grantee</u>	<u>Date</u>	<u>Instrument</u>	<u>Consideration</u>	<u>Verification</u>
Kathy M. Savage and Jerry G. Savage	Luke Short	11/19/09	20091124000436000	\$179,000	Owner/Deed

Per our research, the property (including the land and residence) sold for \$179,000 on 11/19/09. It was originally listed for \$194,900 and reduced to \$184,900, with 179 days on the market. We have included the deed and MLS information in the addenda for reference.

**Tax Assessment Data:**

County Tax ID No.	23-2-10-3-002-009.000	Annual Taxes	\$1,082.16
County Appraised Value	Land: \$55,000 Building: \$145,350 Total: \$200,350	Assessed Value	\$20,040
<b>Zoning:</b>	R-3, Single-Family Residential District	<b>Flood Hazard:</b>	Zone X-Outside floodplain; (See Flood Map in Addenda)

Utilities	Available/Connected		Available/Connected		Available/Connected			
Electricity:	X	X	Public Sewer:	X	X	Public Water:	X	X
Natural Gas:	X	X	Septic System:			Well Water:		
Telephone:	X	X	Cable:	X				
Other:								

**Description of any On-Site Septic/ Water System(s):** (Capacities, areas, depths, equipment, piping, adequacies, etc.)

We are unaware of any septic systems or live wells on site.

Project Description/Purpose/Benefit to the Public

The project is reportedly an expansion of walking trails/recreation for the Alabaster Municipal Park. The benefits of the project include additional activities the park offers in a wooded setting. The park currently offers basketball courts, tennis courts, soccer fields, pavilions with picnic tables, and restrooms.

**MARKET AREA ANALYSIS**

Project No.: TAPBH-TA22(939)

FA-5 (Rev. 10/20)

Tract No.: 1

(Provide current analysis or reference a Master File: Attach additional pages if needed)

**MSA DATA:** Birmingham MSA**Economic Analysis****Birmingham MSA Area Analysis**

The subject is located in the Birmingham-Hoover, AL Metropolitan Statistical Area, hereinafter called the Birmingham MSA, as defined by the U.S. Office of Management and Budget. The Birmingham MSA is 4,488 square miles in size, and ranks 50 in population out of the nation's 384 metropolitan statistical areas.

**Population**

The Birmingham MSA has an estimated 2022 population of 1,120,659, which represents an average annual 0.5% increase over the 2010 census of 1,061,024. The Birmingham MSA added an average of 4,970 residents per year over the 2010-2022 period, and its annual growth rate is similar to that of the State of Alabama.

Looking forward, the Birmingham MSA's population is projected to increase at a 0.8% annual rate from 2022-2027, equivalent to the addition of an average of 9,533 residents per year. The Birmingham MSA growth rate is expected to be similar to that of Alabama.

**Population Trends**

	Population			Compound Ann. % Chng	
	2010 Census	2022 Estimate	2027 Projection	2010 - 2022	2022 - 2027
Alabama	4,779,736	5,055,746	5,267,486	0.5%	0.8%
Birmingham-Hoover, AL MSA	1,061,024	1,120,659	1,168,322	0.5%	0.8%
Shelby County	195,085	230,546	245,863	1.4%	1.3%

Source: Claritas

**Employment**

Total employment in the Birmingham MSA was estimated at 550,200 jobs at year-end 2021. Between year-end 2011 and 2021, employment rose by 44,700 jobs, equivalent to an 8.8% increase over the entire period. There were gains in employment in nine out of the past ten years. Consistent with national trends, there were losses in 2020, with the onset of the COVID-19 pandemic, followed by a return to positive growth in 2021. The Birmingham MSA's rate of employment growth over the last decade surpassed that of Alabama, which experienced an increase in employment of 8.7% or 165,600 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Birmingham MSA unemployment rate has been consistently lower than that of Alabama, with an average unemployment rate of 5.3% in comparison to a 5.9% rate for Alabama. A lower unemployment rate is a positive indicator.

Recent data shows that the Birmingham MSA unemployment rate is 2.6% in comparison to a 2.8% rate for Alabama, a positive sign that is consistent with the fact that the Birmingham MSA has outperformed Alabama in the rate of job growth over the past two years.

**Employment Trends**

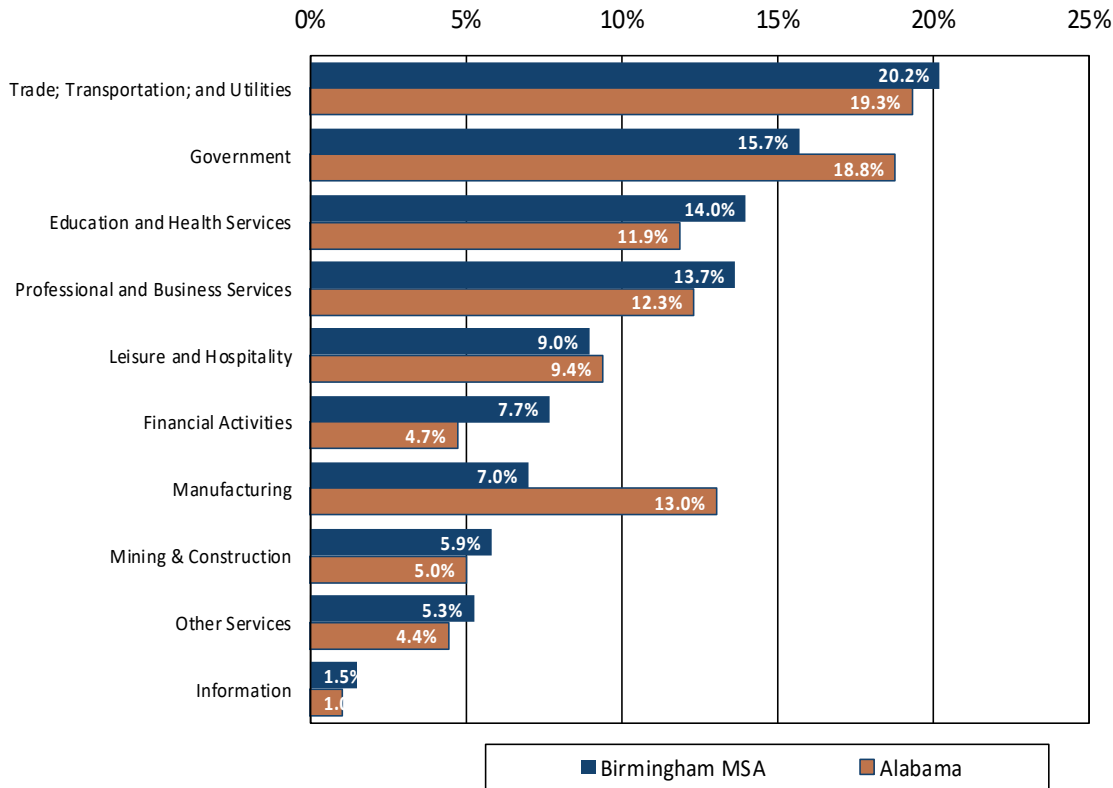
Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Birmingham MSA	% Change	Alabama	% Change	Birmingham MSA	Alabama
2011	505,500		1,904,600		8.7%	9.6%
2012	511,800	1.2%	1,926,200	1.1%	7.2%	8.2%
2013	520,000	1.6%	1,947,200	1.1%	6.4%	7.3%
2014	523,000	0.6%	1,974,000	1.4%	5.9%	6.8%
2015	528,500	1.1%	2,000,100	1.3%	5.5%	6.1%
2016	531,200	0.5%	2,016,100	0.8%	5.5%	5.9%
2017	538,300	1.3%	2,037,100	1.0%	4.2%	4.6%
2018	547,200	1.7%	2,071,600	1.7%	3.5%	3.9%
2019	552,000	0.9%	2,096,500	1.2%	2.8%	3.0%
2020	530,600	-3.9%	2,021,800	-3.6%	5.5%	5.9%
2021	550,200	3.7%	2,070,200	2.4%	3.0%	3.2%
Overall Change 2011-2021	44,700	8.8%	165,600	8.7%		
Avg Unemp. Rate 2011-2021					5.3%	5.9%
Unemployment Rate - December 2021					2.6%	2.8%

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Current Employment Survey (CES). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

## Employment Sectors

The composition of the Birmingham MSA job market is depicted in the following chart, along with that of Alabama. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Birmingham MSA jobs in each category.

### Employment Sectors - 2021



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

The Birmingham MSA has greater concentrations than Alabama in the following employment sectors:

1. Trade; Transportation; and Utilities, representing 20.2% of Birmingham MSA payroll employment compared to 19.3% for Alabama as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Education and Health Services, representing 14.0% of Birmingham MSA payroll employment compared to 11.9% for Alabama as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
3. Professional and Business Services, representing 13.7% of Birmingham MSA payroll employment compared to 12.3% for Alabama as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
4. Financial Activities, representing 7.7% of Birmingham MSA payroll employment compared to 4.7% for Alabama as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.

The Birmingham MSA is underrepresented in the following sectors:

1. Government, representing 15.7% of Birmingham MSA payroll employment compared to 18.8% for Alabama as a whole. This sector includes employment in local, state, and federal government agencies.
2. Leisure and Hospitality, representing 9.0% of Birmingham MSA payroll employment compared to 9.4% for Alabama as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
3. Manufacturing, representing 7.0% of Birmingham MSA payroll employment compared to 13.0% for Alabama as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.



## Major Employers

Major employers in the Birmingham MSA are shown in the following table.

Major Employers - Birmingham-Hoover, AL MSA	
Name	Number of Employees
1 University of Alabama at Birmingham	23,000
2 Regions Financial Corporation	9,000
3 St. Vincent's Health System	5,100
4 Children's of Alabama	5,000
5 AT&T	4,517
6 Brookwood Baptist Health	4,459
7 Jefferson County Board of Education	4,400
8 City of Birmingham	4,200
9 Blue Cross-Blue Shield of Alabama	3,100
10 Alabama Power Company	3,092

Source: Birmingham Business Alliance

## Gross Domestic Product

The Birmingham MSA ranks 54 in Gross Domestic Product (GDP) out of the nation's 384 metropolitan statistical areas. Economic growth, as measured by annual changes in GDP, has been slightly lower in the Birmingham MSA than Alabama overall during the past ten years. The Birmingham MSA has grown at a 0.4% average annual rate while Alabama has grown at a 0.5% rate. The metro area appears to be harder hit in the recent downturn, as the Birmingham MSA's GDP declined by 4.4% in 2020 while Alabama's GDP declined by 3.2%. GDP figures for 2021 are not yet available at the local level, but GDP on a national level increased 5.7% in 2021, in contrast to the pandemic-related decrease of 3.4% in 2020. The Birmingham MSA has a per capita GDP of \$49,239, which is 26% greater than Alabama's GDP of \$39,187. This means that Birmingham MSA industries and employers are adding relatively more value to the economy than their counterparts in Alabama.

Gross Domestic Product				
Year	(\$,000s)		(\$,000s)	
	Birmingham MSA	% Change	Alabama	% Change
2011	52,072,432		187,605,800	
2012	53,135,280	2.0%	189,245,500	0.9%
2013	52,814,350	-0.6%	191,369,800	1.1%
2014	52,644,183	-0.3%	189,886,300	-0.8%
2015	53,310,062	1.3%	191,335,200	0.8%
2016	53,838,609	1.0%	194,283,800	1.5%
2017	54,816,779	1.8%	197,566,600	1.7%
2018	55,820,835	1.8%	200,800,900	1.6%
2019	56,234,852	0.7%	203,383,900	1.3%
2020	53,764,592	-4.4%	196,906,100	-3.2%
Compound % Chg (2011-2020)		0.4%		0.5%
GDP Per Capita 2020	\$49,239		\$39,187	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2021. The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2012 dollars.

## Household Income

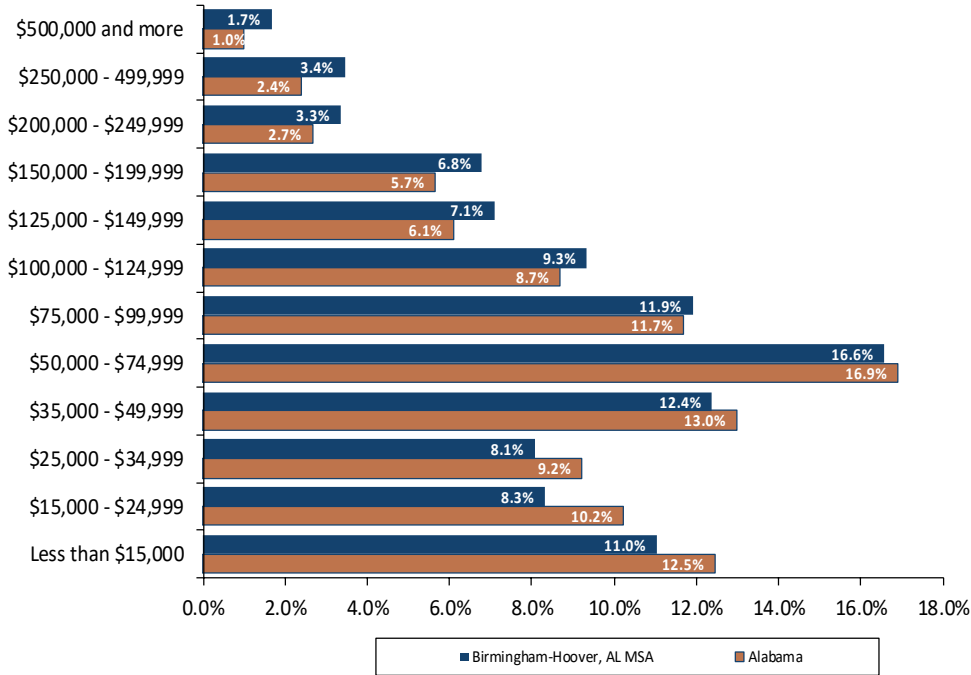
The Birmingham MSA has a higher level of household income than Alabama. Median household income for the Birmingham MSA is \$64,452, which is 13.6% greater than the corresponding figure for Alabama.

Median Household Income - 2022	
	Median
Birmingham-Hoover, AL MSA	\$64,452
Alabama	\$56,724
Comparison of Birmingham-Hoover, AL MSA to Alabama	+ 13.6%

Source: Claritas

The following chart shows the distribution of households across twelve income levels. The Birmingham MSA has a greater concentration of households in the higher income levels than Alabama. Specifically, 44% of Birmingham MSA households are at the \$75,000 or greater levels in household income as compared to 38% of Alabama households. A lesser concentration of households is apparent in the lower income levels, as 27% of Birmingham MSA households are below the \$35,000 level in household income versus 32% of Alabama households.

**Household Income Distribution - 2022**

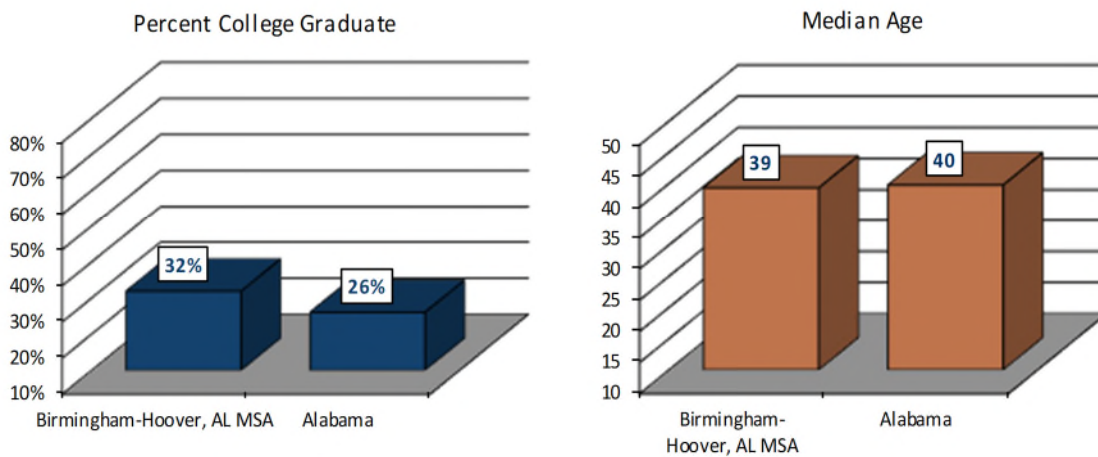


Source: Claritas

**Education and Age**

Residents of the Birmingham MSA have a higher level of educational attainment than those of Alabama. An estimated 32% of Birmingham MSA residents are college graduates with four-year degrees, versus 26% of Alabama residents. People in the Birmingham MSA are slightly younger than their Alabama counterparts. The median age for the Birmingham MSA is 39 years, while the median age for Alabama is 40 years.

**Education & Age - 2022**



Source: Claritas

**Conclusion**

The Birmingham MSA economy will benefit from a growing population base and higher income and education levels. The Birmingham MSA experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than Alabama over the past decade. Moreover, the Birmingham MSA generates a higher level of GDP per capita than Alabama overall. It is anticipated that the Birmingham MSA economy will improve and employment will grow, strengthening the demand for real estate.

## Neighborhood Data, Land Use and Development Trends:

### Location

The subject tracts are located along Kentwood Drive in the Kentwood subdivision in Alabaster, AL.

### Access and Linkages

Primary highway access to the area is via Highway 119, which traverses through Alabaster, and situated one mile east of the subject. Access to Highway 31 is approximately 3 miles to the northeast, and access to Interstate 65 (Exit 238) is approximately 4 miles to the northeast.

### Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2022 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Birmingham- Hoover, AL MSA	Alabama
Population 2010	6,094	24,514	51,107	1,061,024	4,779,736
Population 2022	7,235	28,497	60,116	1,120,659	5,055,746
Population 2027	7,758	30,365	64,103	1,168,322	5,267,486
Compound % Change 2010-2022	1.4%	1.3%	1.4%	0.5%	0.5%
Compound % Change 2022-2027	1.4%	1.3%	1.3%	0.8%	0.8%
Households 2010	2,094	8,558	18,315	415,353	1,883,791
Households 2022	2,406	9,863	21,396	439,453	2,004,199
Households 2027	2,560	10,489	22,778	458,500	2,092,417
Compound % Change 2010-2022	1.2%	1.2%	1.3%	0.5%	0.5%
Compound % Change 2022-2027	1.2%	1.2%	1.3%	0.9%	0.9%
Median Household Income 2022	\$78,198	\$75,168	\$81,187	\$64,452	\$56,724
Average Household Size	3.0	2.9	2.8	2.5	2.5
College Graduate %	33%	34%	38%	32%	26%
Median Age	37	39	39	39	40
Owner Occupied %	83%	87%	87%	71%	70%
Renter Occupied %	17%	13%	13%	29%	30%
Median Owner Occupied Housing Value	\$202,364	\$205,267	\$214,782	\$219,224	\$181,137
Median Year Structure Built	1994	1995	1997	1983	1985
Average Travel Time to Work in Minutes	37	36	35	30	28

Source: Claritas

As shown above, the current population within a 3-mile radius of the subject is 28,497, and the average household size is 2.9. Population in the area has grown since the 2010 census, and this trend is projected to continue over the next five years. Compared to the Birmingham MSA overall, the population within a 3-mile radius is projected to grow at a faster rate.

Median household income is \$75,168, which is higher than the household income for the Birmingham MSA. Residents within a 3-mile radius have a higher level of educational attainment than those of the Birmingham MSA, while median owner occupied home values are lower.

### Land Use

The area is suburban in character. The Alabaster area and general location of the subject property is located approximately 25 miles south of the Birmingham CBD.

The subject is located within the Kentwood subdivision in Alabaster. This subdivision began in the early 1990's. The last known home to be constructed in this development was in 2003. Most recently or since early 2021, home prices have ranged from \$250,000-\$360,000.

### Outlook and Conclusions

The area is in the relatively stable stage of its life cycle. We anticipate that property values will remain relatively stable in the future.

## MARKET CONDITIONS (TIME) ADJUSTMENT

The Birmingham metro area has experienced positive growth recently, in terms of population and demand/pricing for the residential market. The snapshot below illustrates the positive trend for the market as compared to the previous year.

### Birmingham Metro

#### Residential Market Snapshot

Source: Greater Alabama MLS



YOY = % change of current period versus same period last year.

Source: <https://acre.culverhouse.ua.edu/research/residential-research/birmingham/>

The information above reflects the residential market for the Birmingham Metro.

When considering market conditions (time), we have considered local real estate professionals' opinions. Most participants in the area believe that the market has generally improved, with price increases over time. The following illustrates opinions from some local professionals in the immediate area about how the market has improved.

The general consensus amongst most real estate professionals is that a reasonable time adjustment in general is around 5-10%, with the central tendency around 7%. Most people (real estate professionals or not) generally recognize the market has been increasing.

While an adjustment for time can be somewhat subjective, we believe an upward is necessary for sales. Therefore, we considered a 7% annual adjustment to the comparable land sales in our appraisals. We note that the 15% increase in demand is for single-family residential properties that include the underlying land and building. Much of the upward movement in pricing is due to a shortage of housing stock and a substantial increase in the prices of materials (sticks/bricks). Since materials prices have risen in excess of 15%, it only makes sense that the increase in land value has been slightly less.

The annual adjustment for market conditions (time) is calculated by the difference from the sale date (in months) and the effective date divided by 12 (months) and multiplied by 7%. The adjustment is rounded up or down as necessary to the nearest whole number percentage.

**PRESENT USE, ACQUISITION DESCRIPTION,  
AND RELOCATION MEETING DETAILS**

Project No.: TAPBH-TA22(939)  
Tract No.: 1

FA-6: (Rev.10/20)

**SITE DATA:**

(Incl. marketability factors; i.e.-access, frontage, depth, shape, topo, soils, improvements, easements, encroachments, etc.)

The subject site contains 0.74± acres. The property is situated along the east side of Kentwood Drive in Alabaster, AL. The subject is legally described as LOT 9, according to the Survey of Kentwood, as recorded in Map Book 16, Page 109 in the Probate Office of Shelby County, Alabama. The property is gently sloping and irregular-rectangular in shape. The subject has approximately 90' of frontage along its fronting road, with a depth of around 290'. All utilities (electricity, water, gas, telephone and sewer) are available. The utility easement(s) run alongside Kentwood Drive and are not deemed to have a negative impact on the development potential or marketability of the subject property. The subject lies outside of the floodplain with no apparent wetlands either, with adequate drainage.

**Present use:** (Brief description of how the site is presently used to benefit the owner)

The subject site contains 0.74± acres along Kentwood Drive in Alabaster, AL. The property is currently utilized as a residence (single-family home). Since the scope of the assignment is for a partial appraisal, only the land is considered.

**Description of Proposed Acquisition:** [Not the legal description of the acquisition. Explain how it was explained to the owner/representative including physical onsite indicators identifying the location of the acquisition (i.e. ROW stakes, linear measurement from edge of pavement), state what was shown depicting the acquisition & describe the proposed acquisition generally (i.e. state what is being acquired but not as detailed as in the valuation approaches, FA-3 & FA-20 ), along with any noted encumbrances (easements, leases, etc.) observed by the appraiser or brought to the attention of the appraiser.]

Based on information we were provided, the proposed acquisition consists of 0.12± acres of land (only) at the rear of the subject property. The land appears to be behind the owner's fence.

Per our discussion with the property owner (Luke Short) on 7/21/22 around 4:30 pm, Mr. Short does not utilize the portion that is being acquired, as it is situated behind his fence. Mr. Short stated that he pays taxes on the land, so he wants to be treated fairly (in terms of compensation).

**On-Site Meetings with Relocation Person(s) Are Required When Structures Are Being Acquired\***

**Date(s) of Required Meeting(s):** NA

**Attendees:** Rusty Rich, MAI, MRICS and Tyler Powell inspected the subject property on 7/28/22.

**Personal Property/Specialty Items:** Note those Acquired or Damaged by Proposed Acquisition: (list & identify all items of personal property and specialty items such as merchantable timber, crops, minerals, etc. acquired or damaged only.)

**Items of Personal /Specialty Property:**

Item	Brief Description	Item Owner	Acq'd/Damaged
	None		

**Appraiser Comments:** There are no personal property items affected; therefore, it was not necessary for a relocation specialist to be present during the inspection.

\*Final rule issued on January 4, 2005 (effective 2/3/05) revising title 49 CFR Part 24 [§ 24.103(a)–rule and Appendix A]. The appraiser must now identify items in the appraisal report considered to be “real property” as well as those considered to be “personal property.”

*Alabama Code Section 18-1A-3; defines Personal Property as: “Any property other than real property which is affixed or directly related to the real property proposed to be acquired.”*

It is the intent of the Department for each tract assignment involving structures to be acquired, the appraiser will be required to inform Region/Area Relocation personnel of when the on-site inspection for the appraisal is scheduled. The appropriate Department (Region/Area) relocation staff personnel will attend the appraiser's inspection in order to accommodate this requirement. If Region/Area Relocation Personnel are unavailable to accompany the Appraiser on the inspection, they will provide the Appraiser their determination of any items necessary to be included in this report section (in writing) within 5 business days from the appraiser's date of inspection. The results of these meetings are to be included in the appraisal report(s) and will serve as guides in this area for the balance of the acquisition process. If needed, legal counsel is to be consulted when there are questions as to the status of a given item.

If Department (Region/Area) personnel determine such required meeting is not necessary; this will be noted in the Tract by Tract Scope of Work section (page-2) of the Work Authorization Order when submitted for approval.

**HIGHEST AND BEST USE ANALYSIS  
BEFORE**

Project No. TAPBH-TA22(939)

FA-7: (Rev. 10/20)

Tract No. 1

**Process**

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

**As If Vacant****Physically Possible**

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

**Legally Permissible**

The subject is zoned R-3, Single-Family Residential District. Permitted uses include residential type uses including single-family.

**Financially Feasible**

Based on our analysis of the market, there is currently adequate demand for land in the subject's area. A residential use is considered financially feasible.

**Maximally Productive**

The subject site is 0.74± acres.

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than for residential use. Accordingly, it is our opinion that a residential use is the maximally productive use of the property.

**Conclusion**

Residential use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant.

**As Improved**

The scope for this assignment is a partial appraisal, with no consideration to the improvements on site. The highest and best use, as improved, is not applicable.

**Most Probable Buyer**

Taking into account the size and characteristics of the site, the likely buyer is an owner/user.

**LAND SALES APPROACH  
BEFORE**

Project No.: TAPBH-TA22(939)  
Tract No.: 1

FA-8: (Rev. 10/20)

**LAND VALUATION**

**SUBJECT SIZE 0.74 Acres**

COMPARABLE SALES	L-1	L-2	L-3	L-4
Date of Sale	7/18/22	3/11/22	10/28/21	3/12/21
SALE PRICE	\$70,000	\$45,000	\$118,500	\$25,000
Improvements	NA	NA	NA	NA
PROPERTY RIGHTS CONVEYED	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Non-typical Financing Terms	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Special Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions	\$0	\$1,350	\$5,925	\$2,500
ADJUSTED SALES PRICE	\$70,000	\$46,350	\$124,425	\$27,500
Size of Sale (Ac)	1.02	0.63	1.16	0.23
SALES PRICE PER UNIT	\$68,627	\$73,571	\$107,263	\$119,565
Adjustments:				
Location	-5.0%	5.0%	-5.0%	0.0%
Access	0.0%	0.0%	0.0%	0.0%
Topography	0.0%	0.0%	0.0%	0.0%
Shape/Utility	0.0%	0.0%	5.0%	0.0%
Size	5.0%	0.0%	5.0%	-10.0%
Other	0.0%	0.0%	0.0%	0.0%
Net Adjustment	<u>0.0%</u>	<u>5.0%</u>	<u>5.0%</u>	<u>-10.0%</u>
ADJUSTED UNIT VALUE	\$68,627	\$77,250	\$112,626	\$107,609

**Explanation of Adjustments**

Conditions of Sale:	No conditions of sale adjustments were applied. We considered applying upward adjustments to a few comparables where the agents believed the sale prices were below market; however, an adjustment for this is rather subjective and not deemed necessary.
Market Conditions:	We applied a 7% annual adjustment to each sale for market conditions (time). L-1 requires no time adjustment; L-2 is adjusted upward 3%; L-3 is adjusted upward 5%; L-4 is adjusted upward 10%.
Location:	The subject and all of the comparables are located in Alabaster. The comparables utilized are situated in subdivisions with various home prices. We adjusted L-1 downward for superior location given homes in this subdivision (Maple Ridge) have sold in the \$649,999-\$765,000 range recently. We adjusted L-2 upward accordingly for inferior location given homes in this subdivision (Park Forest) have sold in the \$190,000-\$270,000 range recently. We adjusted L-3 downward accordingly for superior location given homes in this subdivision (Sterling Gate) have sold in the \$350,000-\$589,999 range. No adjustment was applied to L-4.
Access:	The subject property is situated along Kentwood Drive. All of the comparables have similar access along their fronting road. No adjustment for access is deemed necessary.
Topography:	No adjustment is applied for topography.
Shape/Utility:	The subject is gently sloping, irregular-rectangular in shape and suited for residential purposes. We adjusted L-3 upward accordingly for inferior shape/utility because an easement traverses through the property.
Size:	The subject contains 0.74 acres. L-1 is 1.02 acres and was adjusted upward for size. L-2 is 0.63 acres with no adjustment necessary for size. L-3 is 1.16 acres and adjusted upward for size. L-4 is 0.23 acres and adjusted downward for size.
Other:	No other adjustments were deemed necessary.

**Correlation:** The adjusted range of the comparables is \$68,627 - \$112,626 per acre, with an average of \$91,528 per acre. We conclude near the average as reasonable.

<b>Before Land Value Conclusion: @</b>	\$90,000	<b>per</b>	Ac	<b>= \$66,600</b>	
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**CORRELATION OF VALUES  
BEFORE**

Project No.: **TAPBH-TA22(939)**  
Tract No.: **1**

**FA-14 (Rev. 10/20)**

<b>MARKET APPROACH</b>	(VALUE INDICATION-LAND ONLY)	<b>\$66,600</b>
<b>INCOME APPROACH</b>	(VALUE INDICATION-LAND ONLY)	<b>NA</b>
<b>COST APPROACH</b>	(VALUE INDICATION-LAND ONLY)	<b>NA</b>

**Reconciliation/Remarks:** *(If an approach is included in the scope, it is to be included in the report, unless a change in scope has been approved. If an approach is at the discretion of the appraiser and is not considered applicable, the appraiser shall state why.)*

As discussed previously, we determined a value for the land only. The income and cost approaches to value are not applicable or utilized.

**BEFORE VALUE CONCLUSION:** **\$66,600**

*(Complete the following ONLY if there is no remainder; i.e. a Total Taking)*

**Value of the Acquisition**

**Fair Market Value Before the Acquisition:**

**Fair Market Value After the Acquisition:**

**Fair Market Value of the Acquisition:**

**Breakdown of Acquisition:**

**Land:**

**Improvements:**

**Specialty Items:**

**Additional Comments:**



DESCRIPTION & HIGHEST AND BEST USE  
AFTER

Project No.: TAPBH-TA22(939)

FA-15: (Rev. 10/20)

Tract No.: 1

**Note; this is a separate appraisal analysis from the Before; based on the Hypothetical Condition that the project is complete and in place. This is an important concept to remember; the Remainder is to be analyzed based on its marketability to a typical buyer, not based on what is taken from the current owner. A partial taking appraisal is not an appraisal of the part taken; it is two appraisals with the difference between two analyses being the compensation for the part taken. Proper methodology is to analyze the After without recognition of what was Before and the appraiser then identifies the components of the value difference between the Before and After.**

**Description of the Property After the Project:** (Physical & Location Characteristics)

The subject site contains 0.62± acres. The property is situated along the east side of Kentwood Drive in Alabaster, AL. The subject is legally described as LOT 9, according to the Survey of Kentwood, as recorded in Map Book 16, Page 109 in the Probate Office of Shelby County, Alabama. The property is gently sloping and irregular-rectangular in shape. The subject has approximately 90' of frontage along its fronting road, with a depth of around 227.91'. All utilities (electricity, water, gas, telephone and sewer) are available. The utility easement(s) run alongside Kentwood Drive and not deemed to have a negative impact on the development potential or marketability of the subject property. The subject lies outside of the floodplain with no apparent wetlands either, with adequate drainage.

**Highest and Best Use of the Property After the Project:**

**Process**

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

**As If Vacant**

**Physically Possible**

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

**Legally Permissible**

The subject is zoned R-3, Single-Family Residential District. Permitted uses include residential type uses including single-family.

**Financially Feasible**

Based on our analysis of the market, there is currently adequate demand for land in the subject's area. A residential use is considered financially feasible.

**Maximally Productive**

The subject site is 0.62± acres.

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than for residential use. Accordingly, it is our opinion that a residential use is the maximally productive use of the property.

**Conclusion**

Residential use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant.

**As Improved**

The scope for this assignment is a partial appraisal, with no consideration to the improvements on site. The highest and best use, as improved, is not applicable.

**Most Probable Buyer**

Taking into account the size and characteristics of the site, the likely buyer is an owner/user.

**LAND SALES APPROACH**  
**AFTER**

**Project Number** TAPBH-TA22(939)  
**Tract Number** 1

**FA-16: (Rev. 10/20)**

**LAND VALUATION**

**SUBJECT SIZE (0.62 Acres)**

COMPARABLE SALES	L-1	L-2	L-3	L-4
Date of Sale	7/18/22	3/11/22	10/28/21	3/12/21
SALE PRICE	\$70,000	\$45,000	\$118,500	\$25,000
Improvements	NA	NA	NA	NA
PROPERTY RIGHTS CONVEYED	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Non-typical Financing Terms	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Special Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions	\$0	\$1,350	\$5,925	\$2,500
ADJUSTED SALES PRICE	\$70,000	\$46,350	\$124,425	\$27,500
Size of Sale (Ac)	1.02	0.63	1.16	0.23
SALES PRICE PER UNIT	\$68,627	\$73,571	\$107,263	\$119,565
Adjustments:				
Location	-5.0%	5.0%	-5.0%	0.0%
Access	0.0%	0.0%	0.0%	0.0%
Topography	0.0%	0.0%	0.0%	0.0%
Shape/Utility	0.0%	0.0%	5.0%	0.0%
Size	5.0%	0.0%	5.0%	-10.0%
Other	0.0%	0.0%	0.0%	0.0%
Net Adjustment	<u>0.0%</u>	<u>5.0%</u>	<u>5.0%</u>	<u>-10.0%</u>
ADJUSTED UNIT VALUE	\$68,627	\$77,250	\$112,626	\$107,609

**Explanation of Adjustments**

Conditions of Sale:	No conditions of sale adjustments were applied. We considered applying upward adjustments to a few comparables where the agents believed the sale prices were below market; however, an adjustment for this is rather subjective and not deemed necessary.
Market Conditions:	We applied a 7% annual adjustment to each sale for market conditions (time). L-1 requires no time adjustment; L-2 is adjusted upward 3%; L-3 is adjusted upward 5%; L-4 is adjusted upward 10%.
Location:	The subject and all of the comparables are located in Alabaster. The comparables utilized are situated in subdivisions with various home prices. We adjusted L-1 downward for superior location given homes in this subdivision (Maple Ridge) have sold in the \$649,999-\$765,000 range recently. We adjusted L-2 upward accordingly for inferior location given homes in this subdivision (Park Forest) have sold in the \$190,000-\$270,000 range recently. We adjusted L-3 downward accordingly for superior location given homes in this subdivision (Sterling Gate) have sold in the \$350,000-\$589,999 range. No adjustment was applied to L-4.
Access:	The subject property is situated along Kentwood Drive. All of the comparables have similar access along their fronting road. No adjustment for access is deemed necessary.
Topography:	No adjustment is applied for topography.
Shape/Utility:	The subject is gently sloping, irregular-rectangular in shape and suited for residential purposes. We adjusted L-3 upward accordingly for inferior shape/utility because an easement traverses through the property.
Size:	The subject contains 0.74 acres. L-1 is 1.02 acres and was adjusted upward for size. L-2 is 0.63 acres with no adjustment necessary for size. L-3 is 1.16 acres and adjusted upward for size. L-4 is 0.23 acres and adjusted downward for size.
Other:	No other adjustments were deemed necessary.
<b>Correlation:</b>	The adjusted range of the comparables is \$68,627 - \$112,626 per acre, with an average of \$91,528 per acre. We conclude near the average as reasonable.

**After Land Value Conclusion:** 0.62 @ \$90,000/Ac = **\$55,800**

<b>CORRELATION OF VALUES After</b>	Project No.: <b>TAPBH-TA22(939)</b>	<b>FA-20: (Rev. 10/20) 1 of 2</b>
	Tract No.: <b>1</b>	

<b>MARKET APPROACH</b>	(VALUE INDICATION-LAND ONLY)	<b>\$55,800</b>
<b>INCOME APPROACH</b>	(VALUE INDICATION-LAND ONLY)	<b>NA</b>
<b>COST APPROACH</b>	(VALUE INDICATION-LAND ONLY)	<b>NA</b>

**REMARKS/CORRELATION OF VALUE:** *(If an approach is included in the scope, it is to be included in the report, unless improvements are acquired eliminating the need for the approach.)*  
 As discussed previously, we only include a value for the land in the After scenario. The income and cost approaches to value are not applicable or utilized.

<b>Preliminary After Value Conclusion:</b>	<b>\$55,800</b>
--	-----------------

<b>Cost-to-Cure Damages;</b>	
NA	

<b>Preliminary After Value Conclusion:</b>	<b>\$55,800</b>
--	-----------------

<b>Value of Temporary Easement(s)</b> <i>(When there is a Before and After, Use After Unit Value)</i>		
<i>Annual ground rent is multiplied by Present Worth Interest Factor (PWIF for \$1<sup>00</sup>)</i>		
<i>For a period of 3 years unless otherwise specified.</i>		
<u>Annual Rent \$</u>	X	<u>PWIF ( yrs.)</u> =

<b>FINAL VALUE CONCLUSION</b> (Preliminary Less TCE) :	<b>\$55,800</b>
--	-----------------

<b>CORRELATION OF VALUES After</b>	Project No.:	TAPBH-TA22(939)	<i>FA-20: (Rev. 10/20)</i> <b>2 of 2</b>
	Tract No.:	<b>1</b>	

<b>Fair Market Value Before the Acquisition:</b>	<b>\$66,600</b>
<b>Fair Market Value After the Acquisition:</b>	<b>\$55,800</b>
<b>Fair Market Value For the Acquisition:</b>	<b>\$10,800</b>

**Breakdown of the Acquisition**

Land: 0.12 Acre @ \$90,000/Acre	<b>\$10,800</b>
Permanent Easements:	
Temporary Easements:	
Improvements:	
Specialty Items:	
Damages:	
Less Enhancement:	

**EFFECT OF THE ACQUISITION:** *(Describe all factors impacting on marketability which are considered to be attributable to the acquisition)*  
 Based on information we were provided, the proposed acquisition consists of 0.12± acres of land only. No damages are evident.

CERTIFICATE OF  
REAL PROPERTY APPRAISER

Project No.:  
Tract No.:

TAPBH-TA22(939)  
1

FA-21: (Rev. 10/20)

State of Alabama

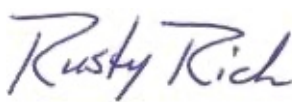
County of: Shelby

I hereby certify:

- To the best of my knowledge and belief, the statements of fact contained in this appraisal are true and correct.
  - The reported analyses, opinions and conclusions are limited only by the reported assumptions, limiting conditions and legal instructions; and are my personal, unbiased professional analysis, opinions and conclusions.
  - I understand my appraisal may be used in connection with the acquisition of right-of-way for a project to be constructed by the State of Alabama with the assistance of Federal-aid highway funds or other Federal funds.
  - The appraisal and the report to which this certification is attached has been prepared in conformity with;
    - the appropriate State laws, regulations, policies and procedures applicable to the appraisal of right-of-way;
    - the appropriate and applicable Federal laws, regulations, policies and procedures including the *Uniform Standards for Professional Appraisal Practice (USPAP)* (with Jurisdictional Exceptions noted in the Scope of Work Section of the report).
  - To the best of my knowledge, no portion of the value assigned to the appraised property is for non-compensable items under the established law of the State of Alabama:
  - Neither my employment nor my compensation for this appraisal is in any way contingent on the value(s) reported.
  - I have no direct or indirect, present or contemplated future personal interest in the property appraised nor in any benefit from the partial or whole acquisition of the property appraised.
  - I have performed no (or the specified) other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the 3-years immediately preceding acceptance of this assignment.
  - I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the acquiring agency of Alabama or officials of the Federal Highway Administration and I will not do so until so authorized by said officials; or until I am required to do so by due process of law; or until I am released from this obligation by having publicly testified as to such findings.
  - I have personally inspected the appraised property and that I have also made a personal field inspection of the comparable sales relied on in the appraisal of the subject property. The subject and comparable sales relied on in this appraisal are as represented in this report or the master file and/or supplemental report.
  - The owner or the owner’s representative was given the opportunity to accompany me (the signor of this certification) during my inspection of the property that is the subject of the appraisal report to which this certification is attached.
  - Any decrease or increase in the fair market value of the real property occurring prior to the date of valuation and caused by the public improvement for which the property is acquired or caused by the likelihood that the property would be acquired, other than a decrease due to physical deterioration within reasonable control of the owner, was disregarded in determining the compensation for the property acquired.
  - In compliance with Alabama Code, Sec.34-27A-3 (applicable for State Certified Appraisers): This assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the board that allow this report to be regarded as a ‘certified appraisal’.
  - Tyler Powell provided significant professional assistance in terms of inspecting, researching/inspecting the comparables herein, and report writing.
- My opinion of the fair market value for the acquisition as of July 28, 2022, is \$10,800 based on my independent appraisal and the exercise of my professional judgment.

8/8/22

Signature:



Date

Name (Print):

Rusty Rich, MAI, MRICS

State Certified

General

Real Property Appraiser

Alabama License Number: G00901

<b>Project No.:</b>	<b>TAPBH-TA22(939)</b>	<b>FA-22: (Rev. 10/20)</b>
<b>Tract No.:</b>	<b>1</b>	

# ADDENDA

Attachments (R=Required):

R	Photographs of Subject, Area To Be Acquired, & Location, Form FA-22A
R	Photographs of Improvements (Exterior & Interior), Form FA-22B
R	Total Property Sketch/Plat, Form FA-22D (*)
	Certified Letter/Mail Receipt
	Zoning Information
	Closing Statement(s), Deed(s), Lease(s)
R	Comparable Sales and Maps
R	Subject Location Map(s)
R	Qualifications of Appraiser
R	State Certification License
	General Assumptions & Limiting Conditions (Note; any areas of conflict with State, and/or Federal Regulations/guidelines are notwithstanding and have no force and affect)

**\*To be furnished by the State**

PHOTOGRAPHS OF SUBJECT

Project No.: TAPBH-TA22(939)

FA-22A: (Rev. 10/20)

Tract No.: 1



Photographer: Tyler Powell

Date of Photograph: 7/28/22

Description & Camera Position: Kentwood Drive-Facing NW



Photographer: Tyler Powell

Date of Photograph: 7/28/22

Description & Camera Position: Kentwood Drive-Facing SE



PHOTOGRAPHS OF SUBJECT

Project No.: TAPBH-TA22(939)

FA-22A: (Rev. 10/20)

Tract No.: 1



Photographer: Tyler Powell	Date of Photograph: 7/28/22
Description & Camera Position: SFR Exterior-Facing NE	
SFR not included in partial appraisal	



Photographer: Tyler Powell	Date of Photograph: 7/28/22
Description & Camera Position: Subject Acquisition View-Facing West	

PHOTOGRAPHS OF SUBJECT

Project No.: TAPBH-TA22(939)

FA-22A: (Rev. 10/20)

Tract No.: 1



Photographer: Tyler Powell	Date of Photograph: 7/28/22
Description & Camera Position: Subject Acquisition View-Facing North	



Photographer: Tyler Powell	Date of Photograph: 7/28/22
Description & Camera Position: Subject Acquisition View-Facing South	



Certified Letter(s)/Mail Receipt(s)



**Integra Realty Resources**  
**Birmingham**

880 Montclair Road  
Suite 275  
Birmingham, AL 35213

Tel: (205) 949.5995  
Fax: (205) 271.2389  
Web: [www.irr.com](http://www.irr.com)

July 21, 2022

Luke Short  
152 Kentwood Drive  
Alabaster, Alabama 35007

SUBJECT: "Tract 1"  
152 Kentwood Drive  
Alabaster, Alabama 35007

Dear Property Owner:

We have been assigned by the City of Alabaster to appraise 0.74± acres (per the City of Alabaster's survey). For purposes of this appraisal, we have referred to the subject as "Tract 1". We will need to inspect the subject property, and would like to give you the opportunity to meet with us. Please confirm receipt of this letter and let us know if you have any questions and-or concerns.

Thank you,

Rusty Rich, MAI, MRICS  
205.949.5995 (direct)  
[rrich@irr.com](mailto:rrich@irr.com)

7022 0410 0002 3162 9890

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Alabaster, AL 35007

**OFFICIAL USE**

Certified Mail Fee	\$4.00
Postage	\$0.60
<b>Total Postage and Fees</b>	<b>\$7.85</b>

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

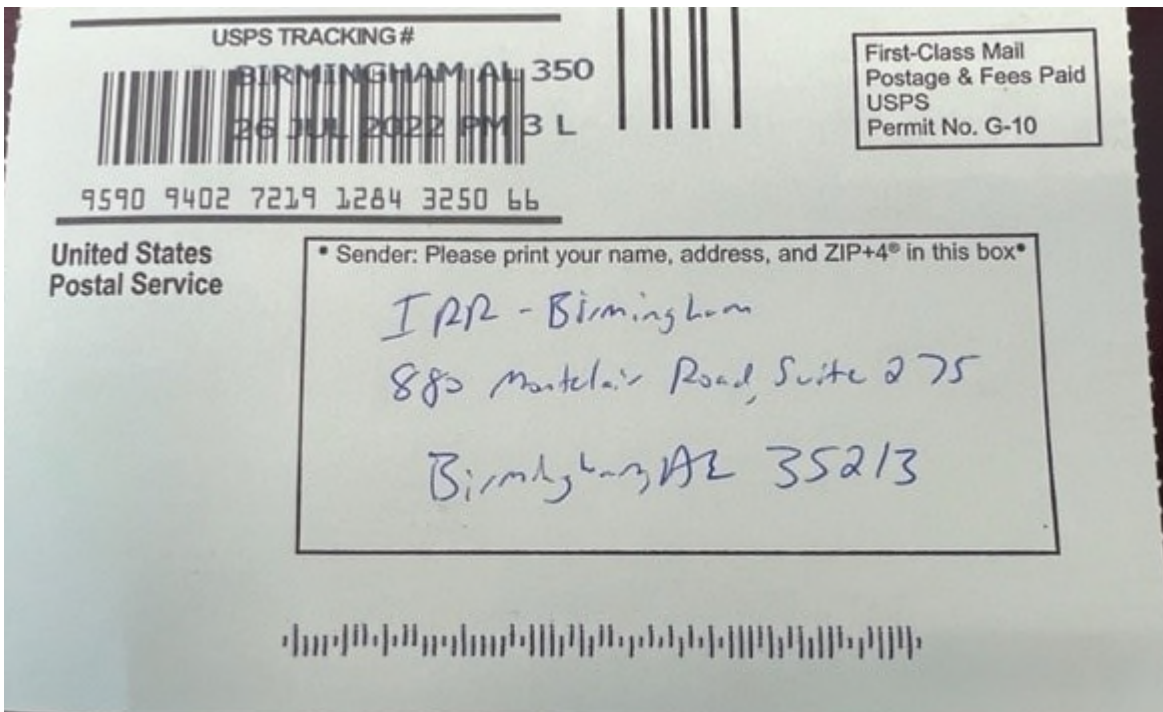
Postmark Here  
JUL 21 2022

0140  
1

07/21/2022  
35213-9890

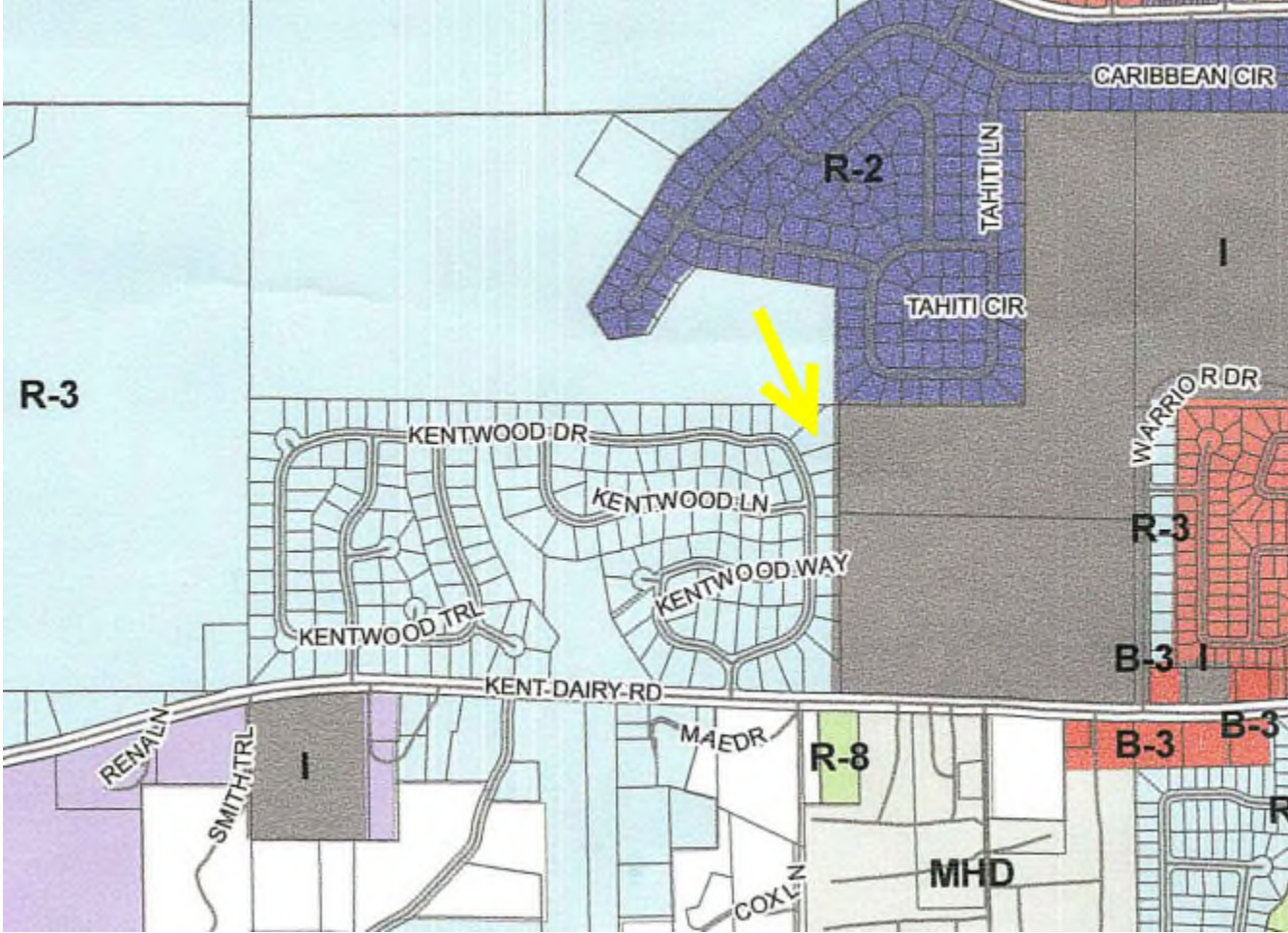
Sent To Luke Short  
Street and Apt. No., or PO Box No. 152 Kentwood Drive  
City, State, ZIP+4® Alabaster AL 35007

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <i>Luke Short</i></p> <p>C. Date of Delivery  <i>7-26-22</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes        If YES, enter delivery address below: <input type="checkbox"/> No</p>												
<p>Article Addressed to:</p> <p><i>Luke Short          152 Kentwood Drive          Alabaster, AL 35007</i></p> <p>9590 9402 7219 1284 3250 66</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<input type="checkbox"/> Collect on Delivery Restricted Delivery													
<p>Article Number (Transfer from sender label)</p> <p>7022 0410 0002 3162 9890</p>	<p>Mail Restricted Delivery (over \$500)</p>												

Zoning Information



**Sec. 111-70. - R-3 Single-Family Residential District.**



- (a) *Intent.* The intent of the R-3 Single-Family Residential District is to provide medium density single-family housing free from other uses which are not compatible with medium density residential use.
- (b) *Permitted uses.* Permitted uses in the R-3 Single-Family Residential District include the following:
- (1) Single-family dwellings.
  - (2) Day care homes.
  - (3) Home occupations.
  - (4) Municipal police, fire and emergency medical stations.
- (c) *Special exception uses.* Special exception uses in the R-3 Single-Family Residential District include the same special exception uses as in the E Single-Family Estate Residential District, except bed and breakfasts and tourist homes, subject to the same conditions.
- (d) *Prohibited uses.* Prohibited uses in the R-3 Single-Family Residential District include the same prohibited uses as in the E Single-Family Estate Residential District, subject to the same conditions.

- (e) *Area and dimensional regulations.* Area and dimensional regulations in the R-3 Single-Family Residential District include the following:

Area and Dimensional Regulations	
Minimum lot area	10,000 square feet
Minimum lot width	80 feet
Maximum building height	35 feet
Minimum building setbacks:	
Front	30 feet
Rear	20 feet
Side	13 feet between dwellings, with at least one side setback of 10 or more feet
Minimum livable floor area:	
One-story dwelling	1,400 square feet
More than one-story dwelling:	
First floor	1,000 square feet
Total dwelling	1,600 square feet

- (f) *Buffer regulations.* Buffer regulations in the R-3 Single-Family Residential District are the same as the E Single-Family Estate Residential District.
- (g) *Additional regulations.* Additional regulations in the R-3 Single-Family Residential District include the following:
- (1) Wireless telecommunications facilities regulations are as set forth in article V of this chapter.
  - (2) Sidewalk regulations are as set forth in [section 111-114](#).
  - (3) Off-street parking and loading regulations are as set forth in article VI of this chapter.
  - (4) Sign regulations are as set forth in article VII of this chapter.
  - (5) Landscaping and buffer regulations are as set forth in article VIII of this chapter.
  - (6) All utilities shall be installed underground.

(Code 2005, § 122-95; Ord. No. 99-010, art. III, § 5.0, 9-21-1999; Ord. No. 05-Z07, 6-6-2005)

Closing Statement(s), Deed(s) and-or Lease(s)

This instrument was prepared by:  
Walter F. Scott, III, LLC  
3500 Colonnade Pkwy Ste. 350  
Birmingham, AL 35243

Send Tax Notice To:  
Luke Short  
152 Kentwood Drive  
Alabaster, AL 35007

Warranty Deed

STATE OF ALABAMA )  
 ) KNOW ALL MEN BY THESE PRESENTS  
SHELBY COUNTY )

That in consideration of \$179,000.00 to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto Luke Short (herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD to said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the same GRANTEEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises, that they are free from encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

Note: \$171,592.00 of this purchase price is being paid by the proceeds of a first mortgage loan executed and recorded simultaneously herewith.

IN WITNESS WHEREOF, Kathy M. Savage and Jerry G. Savage, Jr. <sup>husband and wife</sup> has/have hereunto set his/hen/their hand(s) and seal(s), this 19th day of November, 2009.

*Kathy M. Savage*  
Kathy M. Savage  
*Jerry G. Savage, Jr.*  
Jerry G. Savage, Jr.

State of Alabama  
Shelby County

I, Lauren Ashley Baum, a notary for said County and in said State, hereby certify that Kathy M. Savage and Jerry G. Savage, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed the contents of said instrument, they executed the same voluntarily on the day the same bears date:

Given under my official hand and seal this the 19th day of November, 2009.

*Lauren Ashley Baum*  
Notary Public  
Commission Expires: 06/01/2011



200912400436000 1/2 \$21.50  
Shelby Only Judge of Probate, AL  
11/24/2009 10:57:29 AM FILED/CERT

Shelby County, AL 11/24/2009  
State of Alabama  
Deed Tax : \$7.50

EXHIBIT "A"  
Legal Description

200912400436000 2/2 \$21.50  
Shelby Only Judge of Probate, AL  
11/24/2009 10:57:29 AM FILED/CERT

Lot 9, according to the Survey of Kentwood, as recorded in Map Book 16, page 109 in the Probate Office of Shelby County, Alabama.



**RESIDENTIAL -- Single Family**      **Originating System/ID:** GALMLS      **Click photo to enlarge or view multi-photos.**

**MLS#** 429109      **List Price** \$184,900      **Orig Price** \$194,900

**Status** **Sold**

**Address** 152 KENTWOOD DRIVE      **Living Area** (m+u)      **List \$/Sqft**

**ALABASTER**      **AL**      **HVAC Area**      **HVAC/Sqft**

**Zip** 35007      **Unit#**      **Lot#**      **Bedrooms** 5      **# Bedm-Main** 2

**County** Shelby      **# Bedm-Up** 1      **# Bedm-Bsmt** 0

**Market Area** 272 Alabaster, Maylene, Saginaw      **# Levels**      **Baths** 3 / 0

**Subdivision** KENTWOOD      **Split Foyer** Y      **Split Level** N

**Parcel ID** 23-2-10-3-002-009.000      **Tri-Level** N      **CondoLevel**

**TaxDistrict** ALABASTER      **Loft** N      **Garden/Patio** N

**FloodPlain** N      **HistoricReg** N      **Log Home** N

**# Acres** 0.470 +/-      **YearBlt/Desc** 1993 / Existing

**Legal** Lot 8 Kentwood



**Directions** From Hwy 119S take Hwy 26 turn right into the 1st Kentwood entrance, bear right onto Kentwood Drive. House is 4th house past first stop sign and on right in curve.

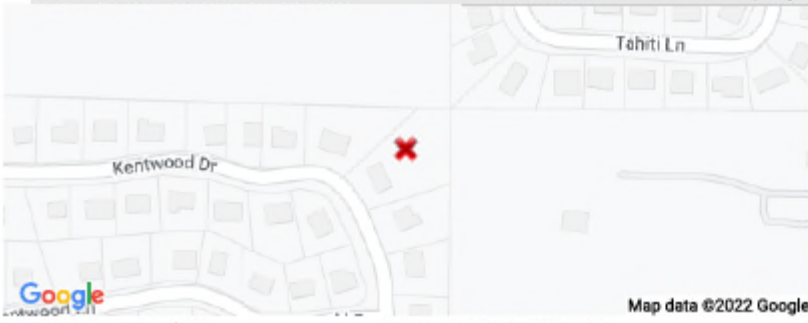
MainLvlSqft	Room Type	Lvl	Dimensions	WATERFRONT
UpperSqft	Master Bedroom	1		Waterfront (Y/N) N Footage 0 Name
Living Sf (m+u)	Bedroom	B		<b>GARAGE/PARKING</b>
Finished Bsmt	Full Bath	B		# Gar 2 # Carprt MainLvl 0 Bsmt Lvl 2 Entry
HVAC Area	Master Bath	1		<b>PARKING FEATURES</b> Basement Parking
UnfinBsmtSF	Kitchen	1		<b>POOL</b>
Source:	Laundry	B		Pool (Y/N) N Pool Type
<b>SCHOOLS INFORMATION</b>	Bedroom	1		Pool Features
Elementary School	Dining Room	1		<b>FIREPLACE</b>
MEADOW VIEW	Bedroom	1		# Fireplaces 1 Type Woodburning
Jr/Middle School	Den/Family	1		Location Den (FIREPL)
THOMPSON	Bedroom	B		Details Marble (FIREPL)
Intermediate School	Full Bath	1		<b>BASEMENT</b>
High School				Full Basement All Finished
THOMPSON				Daylight Basement
<b>BED/BATH FEATURES</b> Linen Closet, Tub/Shower Combo				<b>KITCHEN FEATURES</b> Eating Area, Pantry
<b>CEILING</b> Cathedral/Vaulted				<b>KITCHEN EQUIPMENT</b> Cooktop-Electric, Dishwasher Built-In, Disposal, Oven -Electric, Stove-Electric
<b>CONSTRUCTION</b> Brick Over Foundation, Siding-Wood, Wood				<b>LAUNDRY LOCATION</b> Laundry (BSMT)
<b>COOLING</b> Central (COOL), Electric (COOL)				<b>LAUNDRY SPACE</b> Room
<b>DECK</b> Open (DECK)				<b>LOT DESCRIPTION</b> Interior Lot, Some Trees, Subdivision
<b>ENERGY GREEN FEATURES</b> Ceiling Fans				<b>PROPERTY ACCESS</b> Public Road
<b>EXTERIOR FEATURES</b> Fenced Yard				<b>Underground Utils (Y/N)</b> No
<b>FLOORS</b> Carpet, Hardwood, Hardwood Laminate, Tile Floor, Vinyl				<b>SEWER/SEPTIC</b> Connected
<b>FOUNDATION</b> Basement				<b>WATER</b> Public Water
<b>HEATING</b> Central (HEAT), Electric (HEAT), Heat Pump (HEAT)				<b>WATER HEATER</b> Electric (WTRHTR)
<b>INTERIOR FEATURES</b> Security System				<b>WINDOW TREATMENTS</b> All

**SELLER TO PAY UP TO \$4,000 OF PURCHASERS CLOSING COSTS FOR ACCEPTABLE OFFER. WILL CONSIDER ALL OFFERS.** This 5Br, 3 bath home is large enough and nice enough for just about any family. There are a lot of features that make up this wonderful home. L\*A\*R\*G\*E fenced in rear yard, split foyer arrangement consists of 3 bedrooms and 2 baths up, 2 bedroom or BONUS ROOM and 1 full bath down. Large den w/tp and hardwood floors on main level, large dining room, eat-in kitchen, heat pump (2001), dishwasher (2002), new carpet and tile (2004), exterior painted (2005), hot water heater (2007), new roof (2007), new garage doors and openers (2008) and much more. It's very obvious that this home is very well maintained. You won't believe the space of the home and the size of the rear yard. You must see it to believe it. Great home for the money. Come see!!

Use this space provided above to record your own notes or comments about this property

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MLS# 429109 152 KENTWOOD DRIVE ALABASTER \$179,000 Sold Page 2 of 2



Map data ©2022 Google

**Financing Options & Calcs**  
Cash, Conventional, FHA, VA

**Mortgage Info**

- PITI Calc
- Loan Compare
- Amort Calc
- Balloon Calc

**Annual Tax Amount** \$779  
**SALES TYPE** N/A  
**Redemption (Y/N)** No  
**Foreclosed Deed Date**  
**Ownership Type**

**Covenants & Restr. (Y/N)** Yes  
**Internet Service Availability** No  
**Internet Service Provider**  
**Termite Contract (Y/N)** Yes  
**Termite Company Name** MR BUGGS

**Lead Paint Disc. (Y/N)** No  
**Lease Rate**  
**Lease Downpayment**  
**OnSite Agent (Y/N)**  
**OnSite Days/Hours**

Property Fees					
Condo Fee (Y/N)	N	Fee Amt	/	Garbage Fee (Y/N/I)	N Fee Amt /
Association Fee (Y/N)	Y	Fee Amt	\$50 / Yearly	Library Fee (Y/N/I)	N Fee Amt /
				Fire Fee (Y/N/I)	N Fee Amt /
<b>HOA Management Name / Phone</b>				<b>Fire District</b>	

**Agent Notes**  
 UC contingent on inspection and financing. CONTINUE TO SHOW FOR BACKUP. Call Ross at 205-601-0123 to set up all showing. Show anytime. Seller to pay up to \$4,000 of purchasers closing cost for acceptable offer.

Use any open space above to make any additional notes or comments

<b>LetOff</b> RMFC01 RE/MAX First Choice	<b>OFFIC:</b> 205-663-4402 Vacant (OCC)
<b>LetAgt</b> CARPRIRO Ross Carpri - CELL: 205-601-0123	<b>Lockbox</b> Electric
<b>Phone 1:</b> CELL: 205-601-0123 RCARPRI@BELLSOUTH.NET	<b>Showing</b> Call Listing Agent
<b>Phone 2:</b> OFFIC: 205-544-2610 <b>Phone 3:</b>	<b>Instructions</b>
<b>Co-Off</b>	<b>Owner Name</b>
<b>Co-Agt</b>	<b>Listing Type</b> Exclusive Right to Sell
<b>Co-Off</b>	<b>Broker Relationship</b> Agency <b>DRC (Y/N)</b> N
<b>Co-Agt</b>	<b>Commission-Selling Agent</b> 3.00%
	<b>Bonus (Y/N)</b> Y <b>Bonus Expiration Date</b>

**Status** Sold

**DATE HISTORY**

<b>Listing Date</b> 5/24/2009	<b>Sales Price</b> \$179,000	<b>Contract Date</b> 11/1/2009	<b>Closed Date</b> 11/19/2009	<b>DOM/CDOM</b> 179 / 179
<b>Expiration Date</b>	<b>Sale Price/Sqft</b>	<b>Terms of Sale</b> FHA	<b>Concessions</b>	<b>Concessions Amt</b>
<b>Contract Date</b> 11/1/2009	<b>SellOff</b> PROV Providence Real Estate, Inc.	<b>SellAgt</b> MEJAJJO John Mejia	<b>Co-SellAgt</b>	<b>Co-SellAgt</b>
<b>Closed Date</b> 11/19/2009	<b>Co-SellIOff</b>	<b>Co-SellIOff</b>		
<b>Cancelled Date</b>	<b>Sale Notes</b>			
<b>Withdrawn Date</b>				
<b>Activation Date</b>				

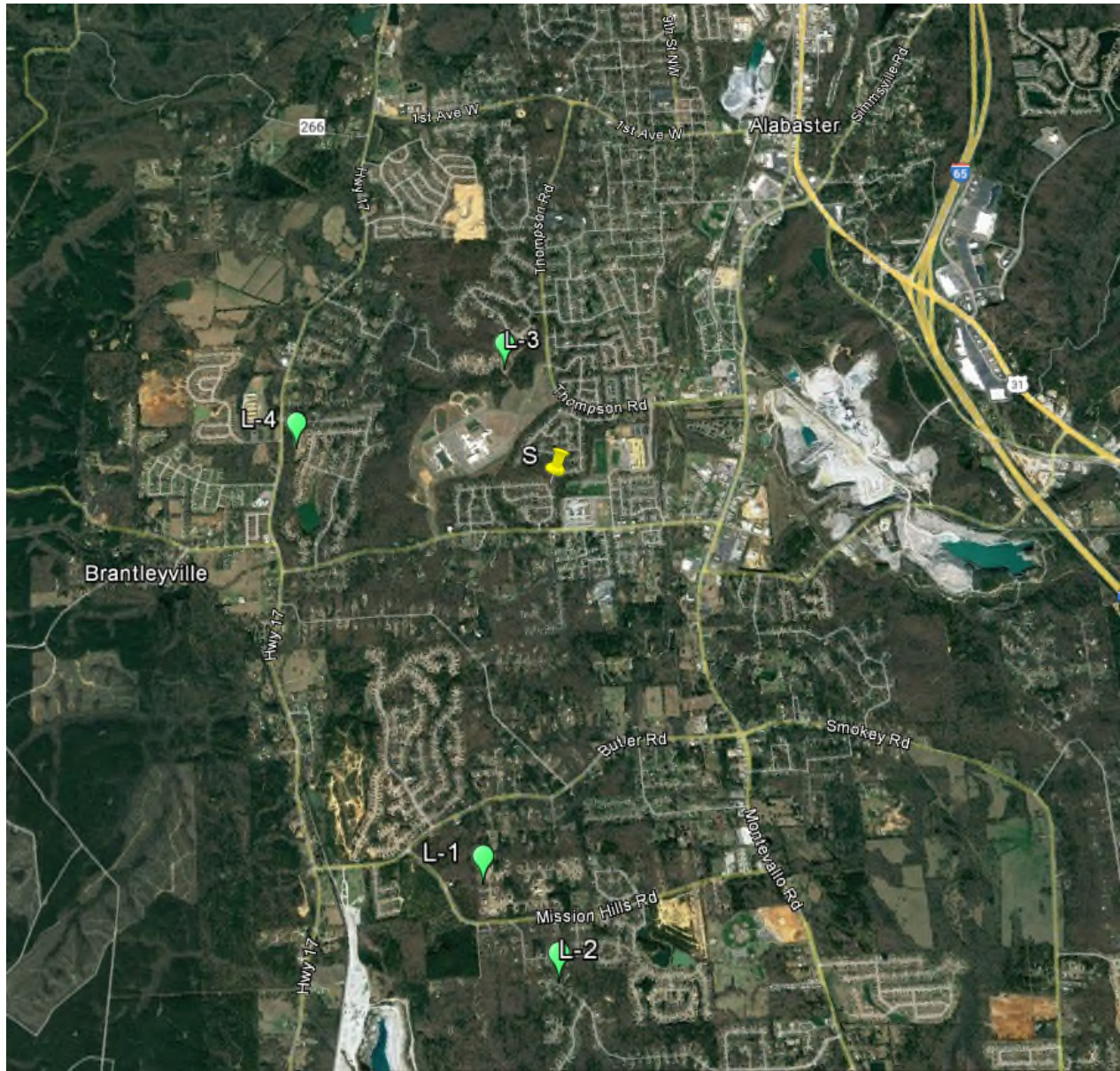
Prepared by: **Rusty Rich** of Greater Alabama MLS

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**MARKET DATA**  
**LAND Comparable Location Map**

Project No.: TAPBH-TA22(939)  
 L-1, L-2, L-3, L-4

FA-23A: (Rev. 10/20)



The chart below summarizes the sales that we have considered for our analysis.

<b>Sales Summary</b>						
<b>Sale No.</b>	<b>Address</b>	<b>Sale Date</b>	<b>Sale \$</b>	<b>Size (Ac)</b>	<b>\$/Ac</b>	
L-1	317 Logos Trace, Alabaster, AL	7/18/2022	\$70,000	1.02	\$68,627	
L-2	301 Forest Parkway, Alabaster, AL	3/11/2022	\$45,000	0.63	\$71,429	
L-3	135 Sterling Park Drive, Alabaster, AL	10/28/2021	\$118,500	1.16	\$102,155	
L-4	420 Red Bay Cove, Alabaster, AL	3/12/2021	\$25,000	0.23	\$108,696	

**MARKET DATA:** Project No.: TAPBH-TA22(939)  
**LAND Comparable** Sale No.: L-1

FA-23: (Rev. 5/20)



Photograph Date:	7/28/22	Photographer:	Tyler Powell
Date of Sale:	7/18/22	Date Inspected:	7/28/22
County:	Shelby	County Tax ID Number(s):	23-5-22-0-007-043.000
Location:	317 Logos Trace, Alabaster, AL 35007		
Grantor:	Rodger Radeck and Roberta Radeck	Grantee:	Anthony Brown and Yoko Brown
Recording Data: Instrument	20220719000284040		
Rights Transferred:	Fee Simple		
Encumbrances:	Not Known		

**NOTE; VERIFICATION MUST BE WITH A PARTY TO THE TRANSACTION, IINDICATE WHICH BELOW**

Sale Consideration:	\$70,000	Grantor		Grantee		Broker of Sale	X	Closing Atty.	
	Source Name	Listing Agent: Jeff Champion			Contact Number	205.296.4561			
Conditions of Sale:	Cash to seller	Grantor		Grantee		Broker of Sale		Closing Atty.	
	Source Name	Same			Contact Number				
Financing:		Grantor		Grantee		Broker of Sale		Closing Atty.	
	Source Name	Same			Contact Number				
Mortgage Amount:	NA	Interest Rate/Terms:	NA						

Highest and Best Use (Time of Sale):	Residential								
Zoning (Time of Sale):	E, Single-Family Estate Residential District								
Public/Private Utilities:	Public								
Site Improvement Values:	NA								
Land Area (SF or Acres):	1.02± Ac			Road Frontage:	150' along Logos Trace				
Unit Price (SF, Acres or Front Feet):	\$68,627/Acre								
Property Description (All known physical & location factors impacting on value & marketability):	This is Lot No. 43 in the Maple Ridge subdivision. The lot is wooded and gently sloping.								
Other Pertinent Information, If Any (Prior sales, subsequent sales, subsequent improvements, project involvement, etc.):	During our inspection, the lot was wooded and site work had not yet begun. The lot was listed for \$80,000 and sold for \$70,000 after 14 days on the market per the MLS. Note: Tyler Powell confirmed the sale with Jeff Champion (listing agent-205.296.4561) on 7/28/22 around 10:30 am. Mr. Champion stated that the seller was motivated and needed cash rather quickly to put into a home they were purchasing in Guntersville. Mr. Champion stated he received multiple calls and other offers and believes that the lot could have sold for the asking price of \$80,000. The seller also has their home situated next to this lot (currently as of 7/28/22) under contract for \$765,000. Homes in this subdivision have sold for \$649,999-\$765,000 over the past few years. This results in a lot to home ratio of 9-11% based upon the lot sale price. This is Land/Lot Sale MLS# 1324419.								

Aerial



Deed and-or Closing Documents

20220719000284040  
07/19/2022 10:30:03 AM  
DEEDS 1/2

WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS: That in consideration of **Seventy Thousand and No/100 Dollars (\$70,000.00)** and other good and valuable consideration, to the undersigned grantor, in hand paid by the grantees herein, the receipt where is acknowledged I, **Rodger Radeck and Roberta Radeck, a married couple** (herein referred to as grantor), grant, bargain, sell and convey unto **Anthony Brown and Yoko Brown** (herein referred to as grantee) for and during their joint lives, and upon death of any of them, then to the survivor(s) of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in **Shelby County, Alabama**, to wit:

**Lot 43, according to the Survey of Maple Ridge Subdivision, as recorded in Map Book 37, Page 87, in the Office of the Judge of Probate of Shelby County, Alabama.**


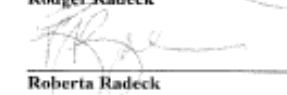
For ad valorem tax purposes only, the address to the above-described property is 317 Logos Trace, Alabaster, AL 35007.

This conveyance and the warranties hereinafter contained are made subject to any and all covenants, restrictions, reservations, rights of way of record and easements heretofore imposed upon the subject property.

TO HAVE AND TO HOLD to the said GRANTEES for and during their Joint lives, and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns to such survivor forever, together with every contingent remainder and right of reversion.

And I do for myself and for my heirs, executors and administrators, covenant with the said GRANTEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, except as herein above provided; that I have a right to sell and convey the same as aforesaid; and that I will, and my heirs, executors and administrators shall, WARRANT AND DEFEND the same to the GRANTEES, their heirs and assigns forever, against the lawful claims of all persons, except as hereinabove provided.

In Witness Whereof, I have hereunto set my hand and seal this 18<sup>th</sup> day of July, 2022.

  
\_\_\_\_\_  
**Rodger Radeck**  
  
\_\_\_\_\_  
**Roberta Radeck**

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County and State hereby certify that **Rodger Radeck and Roberta Radeck**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily and with full stated authority on the day the same bears date.

Given under my hand and official seal this the 18<sup>th</sup> day of July, 2022.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 3/12/23

THIS INSTRUMENT PREPARED BY:  
David C. Jamison, Attorney, 1855 Data Drive, Suite 255, Birmingham, AL 35244

AFTER RECORDING, RETURN TO:  
Smith Closing & Title, LLC, 1855 Data Drive, Suite 255, Birmingham, AL 35244



Filed and Recorded 20220719000284040 07/19/2022 10:30:03 AM DEEDS 2/2  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 07/19/2022 10:30:03 AM  
 \$95.00 BRITTANI  
 20220719000284040

*Leanne G. Ward*

**Real Estate Sales Validation Form**

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

<b>Grantor's Name</b>	<u>Rodger Radeck &amp; Roberta Radeck</u>	<b>Grantee's Name</b>	<u>Anthony Brown &amp; Yoko Brown</u>
<b>Mailing Address</b>	<u>70 Natures Way</u> <u>Guntersville, AL 35976</u>	<b>Mailing Address</b>	<u>332 Logos Trace</u> <u>Alabaster, AL 35007</u>
<b>Property Address</b>	<u>317 Logos Trace</u> <u>Alabaster, AL 35007</u>	<b>Date of Sale</b>	<u>07/18/2022</u>
		<b>Total Purchase Price</b>	<u>\$ 70,000.00</u>
		or	
		<b>Actual Value</b>	<u>\$</u>
		or	
		<b>Assessor's Market Value</b>	<u>\$</u>

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input checked="" type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> Closing Statement	

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

**Instructions**

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____	Print <u>Leanne G. Ward</u>
<input type="checkbox"/> Unattested _____	Sign <u><i>Leanne G. Ward</i></u>
(verified by)	(Grantor/Grantee/Owner/Agent) circle one

**Form RT-1**

MARKET DATA: Project No.: TAPBH-TA22(939)  
 LAND Comparable Sale No.: L-2

FA-23: (Rev. 5/20)



Photograph Date:	7/28/22	Photographer:	Tyler Powell
Date of Sale:	3/11/22	Date Inspected:	7/28/22
County:	Shelby	County Tax ID Number(s):	23-8-27-0-000-002.050
Location:	301 Forest Parkway, Alabaster, AL 35007		
Grantor:	Ulla R. Tahmaseb	Grantee:	Thomas A. Whitten and Jarron C. Whitten
Recording Data: Instrument	20220314000103470		
Rights Transferred:	Fee Simple		
Encumbrances:	Not Known		

**NOTE; VERIFICATION MUST BE WITH A PARTY TO THE TRANSACTION, IINDICATE WHICH BELOW**

Sale Consideration:	\$45,000	Grantor		Grantee		Broker of Sale	X	Closing Atty.	
	Source Name	Selling Agent: Chad Holcomb			Contact Number	205.601.7664			
Conditions of Sale:	Cash to seller	Grantor		Grantee		Broker of Sale		Closing Atty.	
	Source Name	Same			Contact Number				
Financing:		Grantor		Grantee		Broker of Sale		Closing Atty.	
	Source Name	Same			Contact Number				
Mortgage Amount:	NA	Interest Rate/Terms:	NA						

Highest and Best Use (Time of Sale):	Residential								
Zoning (Time of Sale):	R-2, Single-Family Residential District								
Public/Private Utilities:	Public								
Site Improvement Values:	NA								
Land Area (SF or Acres):	0.63± Ac			Road Frontage:	95' along Forest Parkway				
Unit Price (SF, Acres or Front Feet):	\$71,429/Acre								
Property Description (All known physical & location factors impacting on value & marketability):	This is Lot No. 81 in the Park Forest subdivision. The lot is wooded and gently sloping.								
Other Pertinent Information, If Any (Prior sales, subsequent sales, subsequent improvements, project involvement, etc.):	During our inspection, the lot was wooded and site work had not yet begun. The lot was originally listed for \$50,000, reduced to \$45,000 and sold for \$45,000 after 107 days on the market per the MLS. Note: Tyler Powell confirmed the sale with Chad Holcomb (selling agent-205.601.7664) on 7/28/22 around 11:30 am. Homes in this subdivision have sold for around \$190,000-\$270,000 over the past few years. This results in a lot to home ratio of 17-24% based upon the lot sale price. This is Land/Lot Sale MLS# 1304481.								



Aerial





20220314000103470 03/14/2022 09:29:00 AM DEEDS 2/3

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals on this 11<sup>th</sup> day of March 2022

Ulla R. Tahmaseb  
Ulla R. Tahmaseb

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ulla R. Tahmaseb whose name(s) is(are) signed to the foregoing conveyance, and who is(are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 11<sup>th</sup> day of March 2022

[Signature]  
Notary Public  
My commission expires



John Thomas Ritondo, Jr.  
Notary Public, Alabama State at Large  
My Commission Expires August 29, 2023

FILE NO.: CT-2200350

20220314000103470 03/14/2022 09:29:00 AM DEEDS 3/3

**Real Estate Sales Validation Form**

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Ulla R. Tahmaseb	Grantee's Name	Thomas A. Whitten and Karron C Whitten
Mailing Address	3521 Cheshire Drive Hoover, AL 35242	Mailing Address	1076 pilgrim In Montevallo, AL 35115
Property Address	301 Forest Parkway Alabaster, AL 35007	Date of Sale	March 11, 2022
		Total Purchase Price	\$45,000.00
		or	
		Actual Value	\$ _____
		or	
		Assessor's Market Value	\$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	Other: _____
<input checked="" type="checkbox"/> Closing Statement	

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

**Instructions**

Grantor's name and mailing address - Ulla R. Tahmaseb, 3521 Cheshire Drive, Hoover, AL 35242.

Grantee's name and mailing address - Thomas A. Whitten and Karron C Whitten, 1076 pilgrim In, Montevallo, AL 35115.

Property address - 301 Forest Parkway, Alabaster, AL 35007

Date of Sale - March 11, 2022.

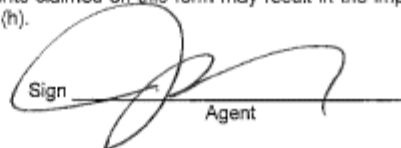
Total purchase price - The total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual Value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 & 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 & 40-22-1 (h).

Date: March 11, 2022

Sign  Agent



**Filed and Recorded**  
**Official Public Records**  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 03/14/2022 09:29:00 AM  
 \$73.00 BRITTANI  
 20220314000103470

*Alvin S. Boyd*

**MARKET DATA:** Project No.: TAPBH-TA22(939)  
**LAND Comparable** Sale No.: L-3

FA-23: (Rev. 5/20)



Photograph Date:	7/28/22	Photographer:	Tyler Powell
Date of Sale:	10/28/21	Date Inspected:	7/28/22
County:	Shelby	County Tax ID Number(s):	23-2-10-2-002-001.000
Location:	135 Sterling Park Drive, Alabaster, AL 35007		
Grantor:	Gilbert E. Gray	Grantee:	Tommy Black and Melissa Black
Recording Data: Instrument	20211101000527090		
Rights Transferred:	Fee Simple		
Encumbrances:	Not Known		

**NOTE; VERIFICATION MUST BE WITH A PARTY TO THE TRANSACTION, IINDICATE WHICH BELOW**

Sale Consideration:	\$118,500	Grantor		Grantee		Broker of Sale	X	Closing Atty.	
	Source Name	Listing Agent: Tim Mitchell			Contact Number	205.305.8756			
Conditions of Sale:	Cash to seller	Grantor		Grantee		Broker of Sale		Closing Atty.	
	Source Name	Same			Contact Number				
Financing:		Grantor		Grantee		Broker of Sale		Closing Atty.	
	Source Name	Same			Contact Number				
Mortgage Amount:	NA	Interest Rate/Terms:	NA						

Highest and Best Use (Time of Sale):	Residential								
Zoning (Time of Sale):	R-3, Single-Family Residential District								
Public/Private Utilities:	Public								
Site Improvement Values:	NA								
Land Area (SF or Acres):	1.16± Ac			Road Frontage:	303' along Sterling Park Drive				
Unit Price (SF, Acres or Front Feet):	\$102,155/Acre								
Property Description (All known physical & location factors impacting on value & marketability):									
This is Lot No. 95 in the Sterling Gate subdivision. The lot was wooded and level to gently sloping at the time of sale. An easement appears to traverse through the middle of the lot, which would likely affect the configuration of a home.									
Other Pertinent Information, If Any (Prior sales, subsequent sales, subsequent improvements, project involvement, etc.):									
During our inspection, some site work appeared to have begun (some clearing/possibly light grading). The lot was listed for \$124,900 and sold for \$118,500 after 136 days on the market per the MLS.									
Note: Tyler Powell confirmed the sale with Tim Mitchell (listing agent-205.305.8756) on 7/28/22 around 11:30 am. Homes in this subdivision have sold for around \$350,000-\$590,000 over the past few years. This results in a lot to home ratio of 20-34% based upon the lot sale price. This is Land/Lot Sale MLS# 1286646.									

Aerial



Deed and-or Closing Documents

20211101000527090  
11/01/2021 02:10:40 PM  
DEEDS 1/1

Prepared by:  
Sandy F. Johnson  
3156 Pelham Parkway, Suite 2  
Pelham, AL 35124

Send Tax Notice To:  
Tommy Black  
Melissa Black  
~~135 Sterling Park Dr~~ 133 Dogwood Trail,  
~~Alabaster, AL 35007~~ Alabaster, AL 35007

**WARRANTY DEED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

State of Alabama  
County of Shelby

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **One Hundred Eighteen Thousand Five Hundred Dollars and No Cents (\$118,500.00)** the amount of which can be verified in the Sales Contract between the parties hereto to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we

**Gilbert E. Gray, a married man, whose mailing address is:**

~~135 Sterling Park Dr, Alabaster, AL 35007~~ 127 Sterling Park Dr., Alabaster, AL 35007

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

**Tommy Black and Melissa Black, whose mailing address is:**

133 Dogwood Trail, Alabaster, AL 35007

(herein referred to as grantees) as joint tenants with right of survivorship, the following described real estate property situated in Shelby County, Alabama, the address of which is: 135 Sterling Park Dr., Alabaster, AL 35007 to-wit:

Lot 95, according to the map of Sterling Gate, Sector 5, as recorded in Map Book 37, page 114, in the Probate Office of Shelby County, Alabama.

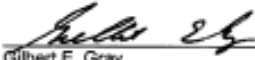
Subject to: All easements, restrictions and rights of way of record.

The property herein conveyed does not constitute the homestead of the Grantor, nor that of his spouse, neither is it contiguous thereto.

TO HAVE AND TO HOLD unto the said grantees, as joint tenants with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

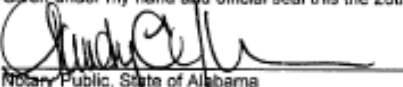
And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF I (we) have hereunto set my (our) hand(s) and seal(s), this 28th day of October, 2021.

  
\_\_\_\_\_  
Gilbert E. Gray

State of Alabama  
County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gilbert E. Gray, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this the 28th day of October, 2021.

  
\_\_\_\_\_  
Notary Public, State of Alabama  
Sandy F. Johnson  
Printed Name of Notary  
My Commission Expires: January 22, 2023



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/01/2021 02:10:40 PM  
514659 10077243  
20211101000527090

*Ami S. Best*

MARKET DATA: Project No.: TAPBH-TA22(939)  
 LAND Comparable Sale No.: L-4

FA-23: (Rev. 5/20)



Photograph Date:	7/28/22	Photographer:	Tyler Powell
Date of Sale:	10/29/21	Date Inspected:	7/28/22
County:	Shelby	County Tax ID Number(s):	23-2-09-0-009-033.000
Location:	420 Red Bay Cove, Alabaster, AL 35114		
Grantor:	IRA Innovations LLC (see deed)	Grantee:	Southern Capital Managers, LLC
Recording Data: Instrument	20210325000149810		
Rights Transferred:	Fee Simple		
Encumbrances:	Not Known		

**NOTE; VERIFICATION MUST BE WITH A PARTY TO THE TRANSACTION, IINDICATE WHICH BELOW**

Sale Consideration:	\$25,000	Grantor		Grantee		Broker of Sale	X	Closing Atty.	
	Source Name	Selling Agent: Tim Mitchell			Contact Number	205.305.8756			
Conditions of Sale:	Cash to seller	Grantor		Grantee		Broker of Sale		Closing Atty.	
	Source Name	Same			Contact Number				
Financing:		Grantor		Grantee		Broker of Sale		Closing Atty.	
	Source Name	Same			Contact Number				
Mortgage Amount:	NA	Interest Rate/Terms:	NA						

Highest and Best Use (Time of Sale):	Residential								
Zoning (Time of Sale):	R-3, Single-Family Residential District								
Public/Private Utilities:	Public								
Site Improvement Values:	NA								
Land Area (SF or Acres):	0.23± Ac			Road Frontage:	87' along Red Bay Cove				
Unit Price (SF, Acres or Front Feet):	\$108,696/Acre								
Property Description (All known physical & location factors impacting on value & marketability):	This is Lot No. 33 in the Lake Forest subdivision. The lot was cleared and generally level at the time of sale.								
Other Pertinent Information, If Any (Prior sales, subsequent sales, subsequent improvements, project involvement, etc.):	A single-family residence has been constructed on site The lot was listed for \$25,000 and sold for \$25,000 after 3 days on the market per the MLS. Note: Tyler Powell confirmed the sale with Tim Mitchell (selling agent-205.305.8756) on 7/28/22 around 11:30 am. The home that was constructed on site sold for \$424,900, which results in a lot to home ratio of 6% based upon the lot sale price. Mr. Mitchell believes the lot could have sold closer to \$35,000-\$45,000. This is Land/Lot Sale MLS# 1277597.								



Aerial



Deed and-or Closing Documents

20210325000149810  
03/25/2021 11:37:25 AM  
DEEDS 1/2

Prepared by:  
Cassy L. Dailey  
3156 Pelham Parkway, Suite 2  
Pelham, AL 35124

Send Tax Notice To:  
Southern Capital Managers, LLC  
170 Scarlet Oak Drive  
Maylene, AL 35114

GENERAL WARRANTY DEED

State of Alabama  
County of Shelby

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of **Twenty Five Thousand Dollars and No Cents (\$25,000.00)**, the amount of which can be verified in the Sales Contract between the parties to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged I or we

**IRA Innovations LLC FBO Cecil Van Pearson, IRA FKA ENTRUST ADMINISTRATION OF THE SOUTHEAST FBO CECIL VAN PEARSON IRA, whose mailing address is:**

100 Concourse Pkwy Suite 170 Birmingham AL 35244

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

**Southern Capital Managers, LLC, whose mailing address is: 170 Scarlet Oak Drive, Maylene, AL 35114**

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, the address of which is: **420 Red Bay Cove, Alabaster, AL 35114** to-wit:

Lot 33, according to the Survey of Lake Forest Subdivision, 6th Sector, as recorded in Map Book 36, Page 35 A, in the Probate Office of Shelby County, Alabama.

Subject to: All easements, restrictions and rights of way of record.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my/our hand(s) and seal(s) this the 12th day of March, 2021.

IRA INNOVATIONS LLC FBO CECIL VAN PEARSON, IRA FKA ENTRUST ADMINISTRATION OF THE SOUTHEAST FBO CECIL VAN PEARSON IRA

Elisha Holcombe  
Elisha Holcombe  
Authorized Agent

20210325000149810 03/25/2021 11:37:25 AM DEEDS 2/2

State of Alabama  
County of Shelby

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that IRA Innovations LLC FBO Cecil Van Pearson, IRA FKA ENTRUST ADMINISTRATION OF THE SOUTHEAST FBO CECIL VAN PEARSON IRA, whose name is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that being informed of the contents of the conveyance he/she/they has/have executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this the 12 day of March, 2021.

Melissa Suzanne Glass  
Notary Public, State of Alabama  
Melissa Suzanne Glass  
Printed Name of Notary  
My Commission Expires: 8/15/22

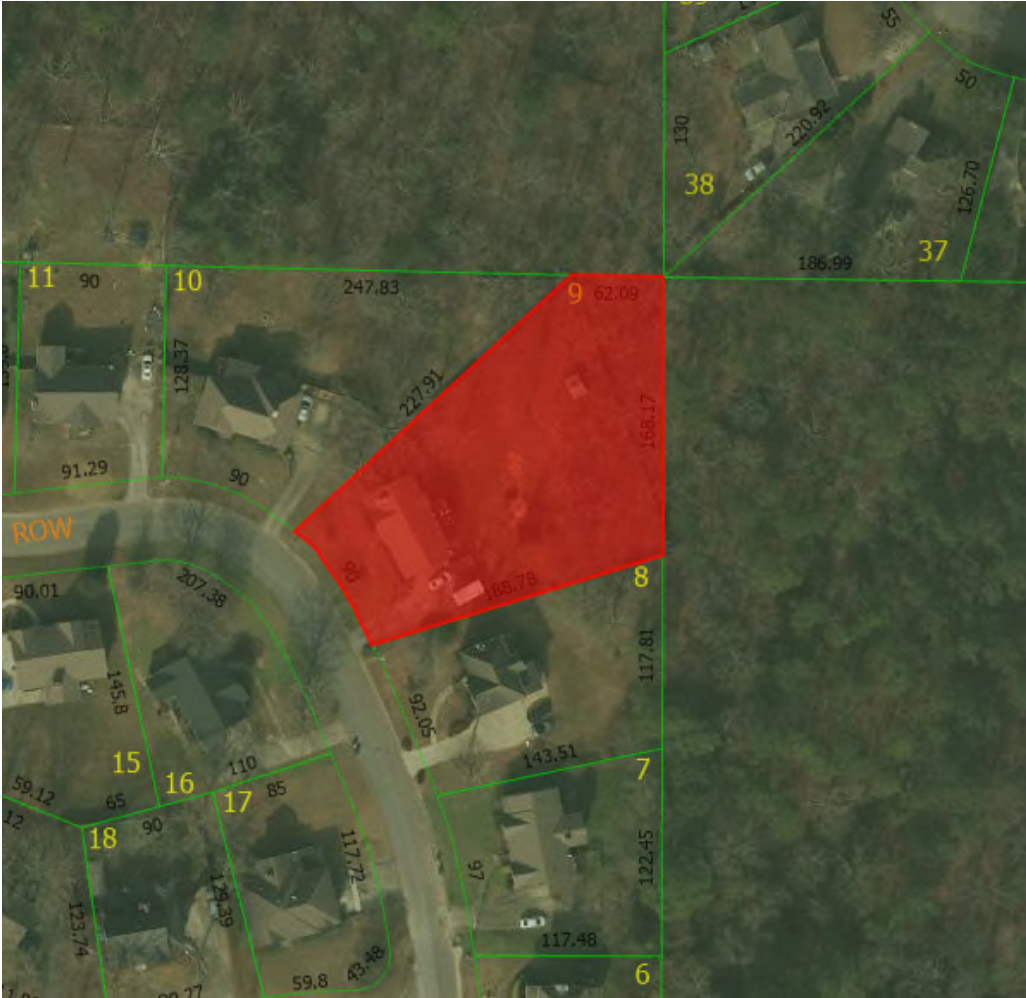


Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/25/2021 11:37:25 AM  
\$50.00 KIMBERLY  
20210325000149810

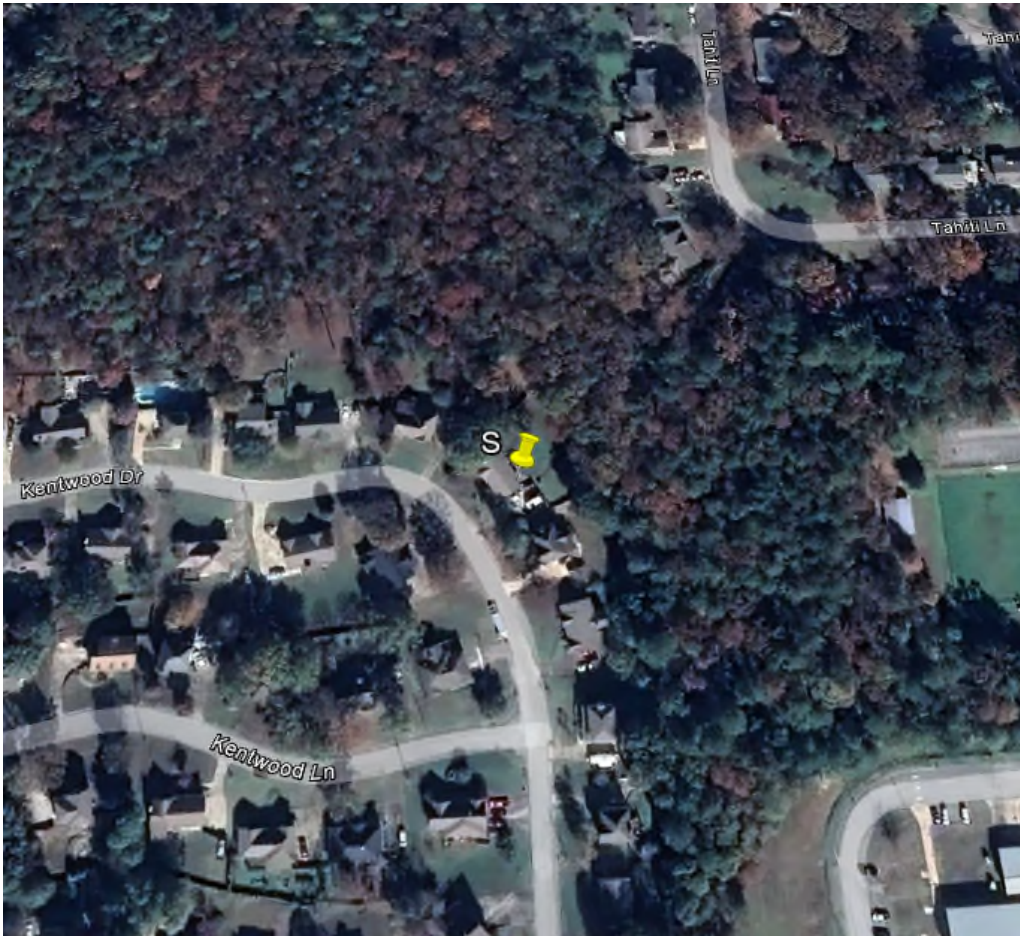
*Kimberly S. Boyd*

Subject Map(s)

Aerial



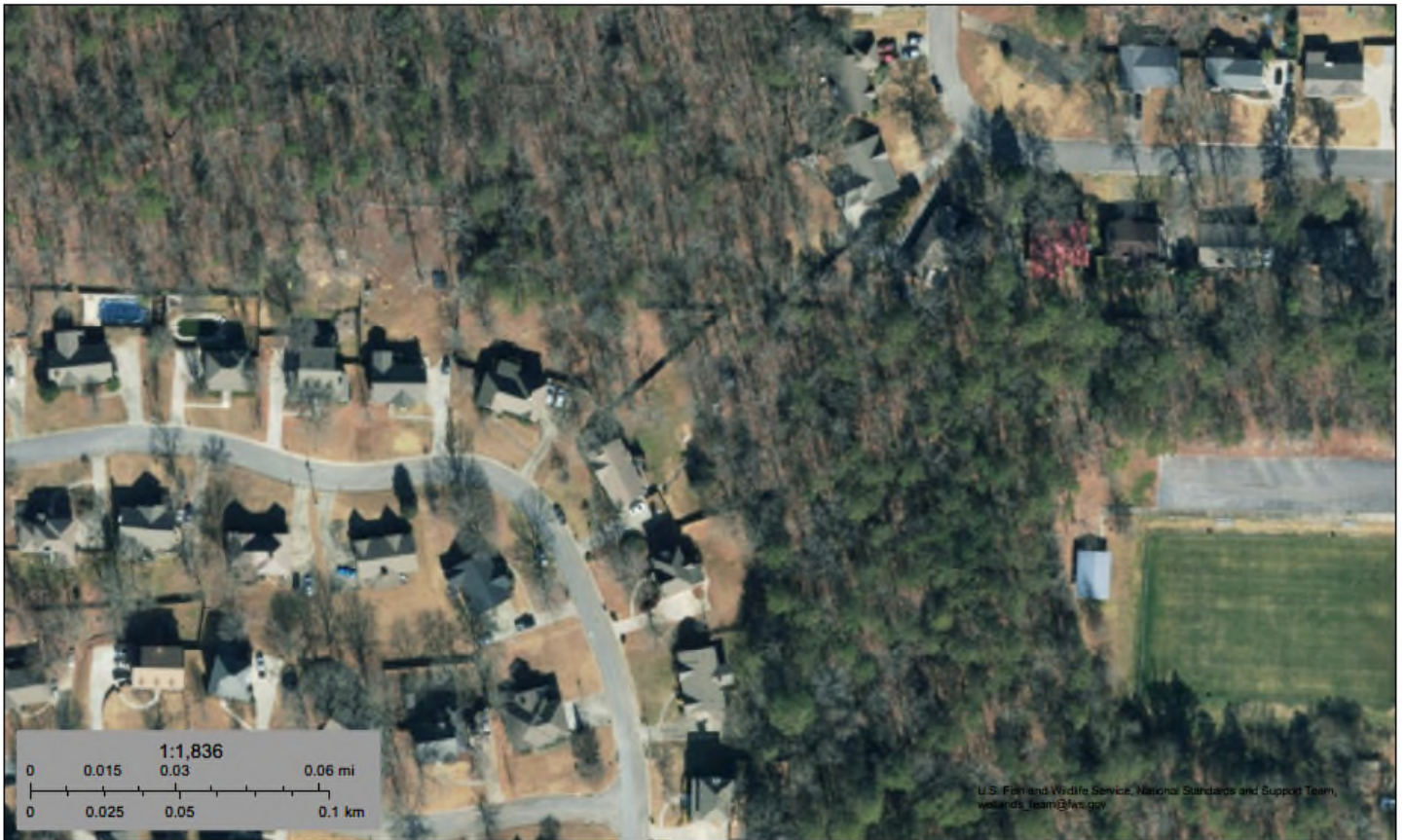
Google Earth



Wetlands Map



152 Kentwood Dr



July 27, 2022

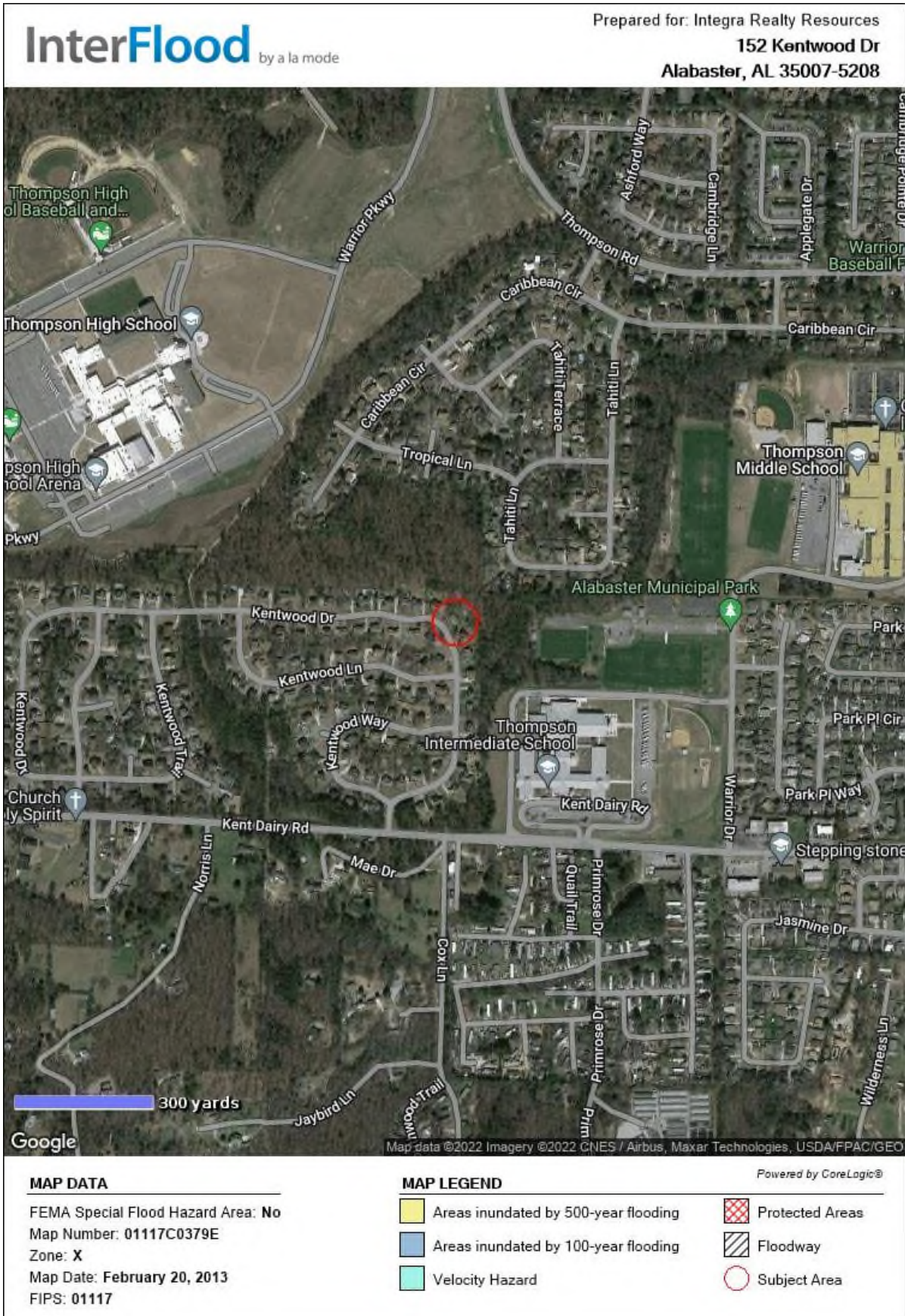
Wetlands

- Estuarine and Marine Deepwater
- Freshwater Emergent Wetland
- Lake
- Estuarine and Marine Wetland
- Freshwater Forested/Shrub Wetland
- Other
- Freshwater Pond
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)  
This page was produced by the NWI mapper

Flood Map



## Qualifications

**Rusty Rich, MAI, MRICS****Experience**

Senior Managing Director, Integra Realty Resources - Birmingham, Inc. Mr. Rich has over twenty years of commercial real estate valuation and advisory experience throughout the Southeastern and Mid-Atlantic United States. Mr. Rich began his appraisal career in 1998 with the Washington, DC area appraisal firm of Ratcliffe, Cali, Duffy, Hughes & Company, where he gained extensive experience in the Washington, DC, Northern Virginia, and Suburban Maryland commercial real estate markets. In 2007, Mr. Rich joined Cushman & Wakefield in the Birmingham, AL office and was promoted to Associate Director in 2009. In 2011, Mr. Rich joined Grubb & Ellis Landauer as Managing Director and started the Birmingham office, while also developing and overseeing operations in Mobile and Memphis. In 2012, Mr. Rich joined Integra Realty Resources as Senior Managing Director and started the Birmingham, AL office, providing coverage throughout the state of Alabama.

Since 1998, Mr. Rich has performed appraisal assignments on a wide variety of commercial real estate product types, including office, retail, industrial, multifamily, hotel, and mixed-use properties, as well as vacant land. Mr. Rich has worked with a variety of clients including pension funds, REITs, insurance companies, attorneys, owners, developers, domestic and foreign investors, governmental agencies, banks, and other prominent institutions.

**Professional Activities & Affiliations**

Appraisal Institute, Member (MAI) Appraisal Institute  
Royal Institute of Chartered Surveyors, Member (MRICS)

**Licenses**

Alabama, State Certified General Real Property Appraiser, G00901, Expires September 2023  
Georgia, State Certified General Real Property Appraiser, 336963, Expires October 2022  
Mississippi, State Certified General Real Estate Appraiser, GA-991, Expires February 2023  
Tennessee, State Certified General Real Estate Appraiser, 4670, Expires May 2023  
Florida, State Certified General Appraiser, RZ3888, Expires November 2022

**Education**

Mr. Rich is a graduate of The University of North Carolina at Chapel Hill where he received a Bachelor of Science in Business Administration. In addition, he is also a graduate of The Johns Hopkins University in Baltimore, MD where he received a Master of Science degree in Real Estate Appraisal and Valuation.

**Miscellaneous**

2021 Alabama Chapter of the Appraisal Institute - Treasurer  
2020 Alabama Chapter of the Appraisal Institute - Secretary  
2017-2019 Integra Realty Resources - Board of Directors  
2017-2019 Alabama Chapter of the Appraisal Institute - Board of Directors (3-Year Term)  
2015-2016 Alabama Chapter of the Appraisal Institute - Regional Representative  
2014-2016 Appraisal Institute Leadership, Development & Advisory Council (LDAC)  
2012 Alabama Chapter of the Appraisal Institute - Public Relations Chair

rrich@irr.com - 205.949.5995

**Integra Realty Resources  
Birmingham**

880 Montclair Road  
Suite 275  
Birmingham, AL 35213

T 205.949.5995  
F 205.271.2389

irr.com



E69800000

# State of Alabama



This is to certify that

## James Russell Rich

*having given satisfactory evidence of the necessary qualifications required by the laws of the State of Alabama is licensed to transact business in Alabama as a*

### Certified General Real Property Appraiser

*With all rights, privileges and obligations appurtenant thereto.*

LICENSE NUMBER: G00901  
EXPIRATION DATE: 09/30/2023

*Debra Upsocker*  
Executive Director  
ALABAMA REAL ESTATE APPRAISERS BOARD



## General Assumptions and Limiting Conditions

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### **Extraordinary Assumptions and Hypothetical Conditions**

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The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

1. We have relied upon information provided by the client for the land area (before the taking, area to be acquired, and after the taking) of each subject tract. We reserve the right to amend our value conclusion(s) if this is found to be incorrect.
2. We were not provided construction plans or drawings for specifics to the planned project. For purposes of this analysis, we have assumed that the subject tracts will not be denied access or have significant access changes. We reserve the right to amend our value conclusion(s) if this is found to be incorrect.

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. In accordance with 49 CFR-§24.103(b); the appraiser, in developing the fair market value of a property before a proposed acquisition, is instructed to disregard any decrease or increase in the market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Additionally, the appraiser is instructed to value any remainder property as if the planned project is complete as of the effective date of appraisal. These instructions are legal requirements which can be construed to create hypothetical conditions as defined in USPAP Standards Rule 1-2(g) and are noted herein in accordance with USPAP Standards Rule 2-2(a)(xi).
-

**Memorandum**

To: Mr. Fred Hawkins, P.E.  
 Director of Engineering  
 City of Alabaster  
 1953 Municipal Way  
 Alabaster, Alabama 35007

From: T. Mandell Tillman, MAI, AI-GRS

Date: 8/10/2022

Re: Project No: TAPBH-TA22(939)  
 CPMS #: N/A  
 Tract No: 1

I have completed a review of the submitted appraisal on the above-referenced tract by Rusty Rich, MAI, MRICS. The appraiser valued the acquisition at \$10,800. In my opinion the appraisal report conclusions are credible for client/ALDOT's basis for an offer to be used in the negotiation process in the amount of \$10,800 consisting of:

Land Acquired	0.12 acres@ \$	\$90,000.00 /acre	\$	10,800
All Structures Acquired			\$	-
All Site Improvements that contribute value			\$	-
Any Damages (Or Enhancements)			\$	-
Easements	Temporary	<u>No</u>	Permanent	<u>No</u>
			\$	-
<b>TOTAL</b>			<b>\$</b>	<b>10,800</b>

The acquisition is a rear triangular parcel that is wood but no landscaping. The acquisition is outside of the rear fenced yard. The appraisal problem to value the rear land portion to be acquired as a part of the whole. The property owner is not currently using the acquisition area and the remaining depth after the acquisition is larger than the typical for the area.

The appraiser determined the acquisition will not damage the remaining property which is reasonable in this instance.

The appraisal report is credible and in compliance with the applicable regulatory requirements.

All documentation and support for my recommendation is set forth on the appraisal review forms and/or memo to file attached to the appraisal report package. I submit this recommendation for your approval.

*T. Mandell Tillman*

8/10/2022

**T. Mandell Tillman, MAI, AI-GRS**

Date

Review Appraiser

cc: \_\_\_\_\_

# APPRAISAL REVIEW CHECKLIST & CERTIFICATION

3/8/18

Project: Alabaster Park Trail County: Jefferson Appraiser: Rusty Rich, MAI, MRICS Item #7.

Tract No: 1 Form Report Type: Complete  Partial  Value Finding

	Yes	No		Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		1. Letter of Transmittal, Project No., Contact with Owner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	23. Cost Approach – Description of Imps, photos, floor plan, Est. of Eco. Rent, Cost/ Depreciation Support and Sources
<input checked="" type="checkbox"/>	<input type="checkbox"/>		2. Appraisal Report Summary, Owner, Address, Area Acquired*, Breakdown of Acquisition, Signature, Valuation Date	<input checked="" type="checkbox"/>	<input type="checkbox"/>	24. Dimensional Sketch with onsite Review Verification (Certification Below)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		3. Scope of Work - Purpose of Appraisal, Extent property 1) identified & 2) inspected, Type & Extent Data is researched and Type & Extent of Analysis Applied. Specific Scope Details for Assignment which should be the same as the Scope of Work on the Work Authorization shall be included in the report. This is the mutually agreed on content of the appraisal (at a minimum) regarding approaches to value, depth of HBU Analysis, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25. Correlation of Before Value, Unused Approaches Explained

### AFTER VALUATION

<input checked="" type="checkbox"/>	<input type="checkbox"/>		4. Rights Appraised *	<input checked="" type="checkbox"/>	<input type="checkbox"/>	26. Description of Remainder
<input checked="" type="checkbox"/>	<input type="checkbox"/>		5. Definition of Market Value *	<input checked="" type="checkbox"/>	<input type="checkbox"/>	27. Remainder H&B Use Analysis
<input checked="" type="checkbox"/>	<input type="checkbox"/>		6. Five-year Sales History, Recording data, Consideration, Verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	28. After Land Valuation – Percentage of dollar adj. To each sale, discussion of each adjustment
<input checked="" type="checkbox"/>	<input type="checkbox"/>		7. Inspection Data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	29. Other Relevant After Approaches to Value
<input checked="" type="checkbox"/>	<input type="checkbox"/>		8. Tax Data	<input type="checkbox"/>	<input checked="" type="checkbox"/>	30. Explain/Support Damages, etc. <span style="color: red;">Not Applicable</span>
<input checked="" type="checkbox"/>	<input type="checkbox"/>		9. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	31. Correlation of After Value, TCE, Breakdown, Effect of Acquisition
<input checked="" type="checkbox"/>	<input type="checkbox"/>		10. Utilities Available	<input checked="" type="checkbox"/>	<input type="checkbox"/>	32. Addenda Section – Appraiser qualifications, limiting conditions, tract sketch*, structure sketches, comparable sales maps, Sales, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		11. Realty Vs Personalty Meeting: Date(s), Attendees, & Discussion of Results	<input checked="" type="checkbox"/>	<input type="checkbox"/>	33. DOT Certificate of Appraiser date of valuation within 20 days of Region receipt of report, estimated value of acquisition, signed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		12. Present Use-Photos of all Improvements			
<input checked="" type="checkbox"/>	<input type="checkbox"/>		13. H&B Use Analysis (Before)			

### REVIEW AND APPROVAL ACTION

<input checked="" type="checkbox"/>	<input type="checkbox"/>		14. Description of Acquisition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Supplemental information requested
<input checked="" type="checkbox"/>	<input type="checkbox"/>		15. County, City & Neighborhood Data	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excess Acquisition [Uneconomic Remnant(s)] Recommended
<input checked="" type="checkbox"/>	<input type="checkbox"/>		16. Site Data-Topography, Landscaping, Septic System, ROW Proximity, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-compensable Items
			<b>BEFORE VALUATION</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Obligated
<input checked="" type="checkbox"/>	<input type="checkbox"/>		17. Before Land Valuation Percentage or Dollar adj. To each sale, discussion of each adjustment, Land sales; photos, consideration, recording & verification, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owner Obligated
<input type="checkbox"/>	<input checked="" type="checkbox"/>		18. Improved Market Approach-proper and supported adjustments, Sales; photos, consideration, recording & verification, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Clause to enter remainder
<input type="checkbox"/>	<input checked="" type="checkbox"/>		19. Income Approach – Actual rent, Eco. Rent (mkt. Support), explanation of rent variance, expenses (supported), interest rate, recapture rate, GIM (supported).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Two or more appraisal reports
<input type="checkbox"/>	<input checked="" type="checkbox"/>		20. Rent Comps. Photographs, rents verification, H&B use, zoning, etc. Sold Rental Comps, photos, consideration, recording & verification, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All property listed per appraiser instructions
<input checked="" type="checkbox"/>	<input type="checkbox"/>		21. Location of Septic System (re: taking if applicable) considered <span style="color: red;">Sanitary sewer</span>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Signs in ROW considered per appraiser instructions
<input checked="" type="checkbox"/>	<input type="checkbox"/>		22. Proximity of existing ROW considered	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The appraisal report complies with the definition of appraisal in § 24.2(a) (3) in title 49 CFR Part 24.

**\* TO BE FURNISHED TO THE APPRAISER**

Comments: See Letter of Memorandum

**I certify:**

- I have reviewed the appraisal thoroughly for the referenced tract and have accurately represented the contents by this checklist.
- On the following date(s) 8/10/2022 I made a visual inspection of this tract and of the applicable comparable sales.
- The comparable sales are similar to the subject and do provide a proper test of the subject's value. (If any of the sales are not similar and do not provide a proper test, please explain.) N/A
- During my inspection of the tract, I verified all improvements were identified and photographed in the appraisal, (esp. in the taking).
- I have verified exterior measurements of the improvement(s) to be acquired/damaged & my calculations of the area of the primary improvement(s) are N/A. (If Multiple improvements, attach additional information for each improvement.)

Extent of visual inspection of the comparables data: Street

- Appraisal Report Identified As: (Indicate One)  **Not Accepted** (unable to obtain necessary corrections, revisions, or additional data)
- Accepted** (meets all requirements, but not selected as recommended or approved)
- Recommended** (as basis for establishment of amount believed to be just compensation)

T. Mandell Tillman, MAI, AI-GRS Appraiser License #G00073

**LPA APPRAISAL REVIEW REPORT ( SUMMARY OF APPRAISALS )**

Item #7.

PROJECT NO.	TAPBH-TA22(939)	COUNTY	Jefferson	TRACT NO	
PROPERTY OWNER:	Luke Short				

<b>APPRAISER:</b> Rusty Rich, MAI, MRICS	<b>DATE OF APPRAISAL:</b> 7/28/2022		
	BEFORE	AFTER	DIFFERENCE
AREA (ACRES)	0.74	0.62	0.12

<b>ESTIMATED FAIR MARKET VALUE:</b>			
LAND (Including, timber, shrubbery, lawns, crops, etc.)	\$ 66,600	\$ 55,800	\$ 10,800
IMPROVEMENTS (Incl., fence, wells, out buildings, etc.)	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
			\$ -
INDICATED VALUE OF THE ACQUISITION:			\$ 10,800

BREAKDOWN OF ACQUISITION: Land 0.12/ac X \$90,000/ac = **\$10,800**

<b>APPRAISER:</b> N/A	<b>DATE OF APPRAISAL:</b> N/A		
	BEFORE	AFTER	DIFFERENCE

<b>LPA/CONSULTANT REVIEW APPRAISER'S</b>	<b>VALUE OF PROPERTY NEEDED FOR THE PROJECT</b>		
	BEFORE	AFTER	DIFFERENCE
AREA (ACRES)	0.74	0.62	0.12

<b>ESTIMATED FAIR MARKET VALUE:</b>			
LAND (Including, timber, shrubbery, lawns, crops, etc.)	\$ 66,600	\$ 55,800	\$ 10,800
IMPROVEMENTS (Incl., fence, wells, out buildings, etc.)	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
			\$ -
JUST COMPENSATION (No obligations for services)			
JUST COMPENSATION <input checked="" type="checkbox"/>			\$ 10,800

BREAKDOWN OF ACQUISITION: Land 0.12/ac X \$90,000/ac = **\$10,800**

**BASIS OF LPA/CONSULTANT REVIEW APPRAISER'S DETERMINATION OF VALUE:** This review is to ensure fair market value has been estimated and compensatory items have been considered. The review includes checking the propriety of methods and techniques and the accuracy of physical and math data. The report complies with USPAP except in areas employing jurisdictional exception or unless otherwise noted. The data, methods, and techniques used, and opinions formed in the appraisal appear relevant, reasonable, and adequately supported unless otherwise noted. The basis of the review (as applicable): appraisal(s), supplements, R.O.W. map, and plans of proposed project. Any documents or memorandum prepared by the review appraiser and attached to this form are to be considered as a part of this review report. REVIEWER COMMENTS (See Attached.)

**CERTIFICATE OF LPA/CONSULTANT REVIEW APPRAISER**

I certify that, to the best of my knowledge and belief: The above determination of fair market value is made with the understanding that it is to be used in connection with a Federal aid transportation project. I have made a personal inspection of the subject property of the work under review and of the comparable sales relied on in estimating the values concluded and shown in this review report. The facts and data reported by the review appraiser and used in the review process are true and correct. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report (or attached), and are my personal, unbiased professional analyses, opinions and conclusions. I have no (or the specified) present or prospective interest or bias in the property that is the subject of the work under review and I have no (or the specified) personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the appraisal requirements found in 49 CFR 24.103 (rule and Appendix A) which are intended to be consistent with the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice, and support the appraiser's opinion of value. This review is based on appraisals with proper consideration given to each encumbrance shown on the right-of-way map and/or plans. No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification (review report); if there are exceptions, the name(s) of individual(s) providing appraisal, appraisal review, or appraisal consulting assistance, will be shown in the certification addendum. The value determination does not include any compensable items ineligible for Federal reimbursement.

That my opinion of just compensation for the acquisition as of **7/28/2022** **\$10,800.00** based upon my independent appraisal review and the exercise of my professional judgment. Certification Addendum (See Attached)

Appraisal Report By Rusty Rich, MAI, MRICS Identified As  **Not Accepted** (unable to obtain necessary corrections, revisions, or additional data)  
 **Accepted** (meets all requirements, but not selected as recommended or approved)  
 **Recommended** (as basis for establishment of amount believed to be just compensation)

Appraisal Report By N/A Identified As  **Not Accepted** (unable to obtain necessary corrections, revisions, or additional data)  
 **Accepted** (meets all requirements, but not selected as recommended or approved)  
 **Recommended** (as basis for establishment of amount believed to be just compensation)

REVIEW APPRAISER (Signature): J. Mandell Jilman DATE OF REVIEW: 8/10/2022  
 Title: LPA/Consultant Review Appraiser STATE CERT. NUMBER: G00073  
 LPA RECOMMENDS (Signature): \_\_\_\_\_ DATE OF REVIEW: \_\_\_\_\_

**ALDOT REVIEW APPRAISER'S**

DETERMINATION OF JUST COMPENSATION

		BEFORE	AFTER	DIFFERENCE
AREA	(ACRES)			0

**ESTIMATED FAIR MARKET VALUE:**

LAND (Including, timber, shrubbery, lawns, crops, etc.)			\$	-
IMPROVEMENTS (Incl., fence, wells, out buildings, etc.)			\$	-

COMPENSATION (No obligations for services)

COMPENSATION ( )

**BREAKDOWN OF ACQUISITION:**

**BASIS OF ALDOT REVIEW APPRAISER'S DETERMINATION OF VALUE:** This review is to ensure fair market value has been estimated and compensatory items have been considered. The review includes checking the propriety of methods and techniques and the accuracy of physical and math data. The report complies with USPAP except in areas employing jurisdictional exception or unless otherwise noted. The data, methods, and techniques used, and opinions formed in the appraisal appear relevant, reasonable, and adequately supported unless otherwise noted. The basis of the review (as applicable): appraisal(s), supplements, R.O.W. map, and plans of proposed project. Any memorandum prepared by the review appraiser and attached to the approval letter is to be considered as a part of this review report.

REVIEWER COMMENTS:

**CERTIFICATE OF ALDOT - REVIEW APPRAISER**

I certify that, to the best of my knowledge and belief: The above determination of fair market value is made with the understanding that it is to be used in connection with a transportation project. That I, or a qualified subordinate, made a personal inspection of the subject property of the work under review and of the comparable sales relied on in estimating the values concluded and shown in this review report. The facts and data reported by the review appraiser and used in the review process are true and correct. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report (or attached), and are my personal, unbiased professional analyses, opinions and conclusions. I have no (or the specified) present or prospective interest or bias in the property that is the subject of the work under review and I have no (or the specified) personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the appraisal requirements found in 49 CFR 24.103 (rule and Appendix A) which are intended to be consistent with the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice, and support the appraiser's opinion of value. This review is based on appraisals with proper consideration given to each encumbrance shown on the right-of-way map and/or plans. No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification (review report); if there are exceptions, the name(s) of individual(s) providing appraisal, appraisal review, or appraisal consulting assistance, will be shown in the certification addendum. The value determination does not include any compensable items ineligible for Federal reimbursement.

That my opinion of just compensation for the acquisition as of the \_\_\_\_\_ based upon my independent appraisal review and the exercise of my professional judgment.

Certification Addendum:

Appraisal Report By \_\_\_\_\_ Identified As:  **Not Accepted** (unable to obtain necessary corrections, revisions, or additional data)  
 **Accepted** (meets all requirements, but not selected as recommended or approved)  
 **Recommended** (as basis for establishment of amount believed to be just compensation)

Appraisal Report By \_\_\_\_\_ Identified As:  **Not Accepted** (unable to obtain necessary corrections, revisions, or additional data)  
 **Accepted** (meets all requirements, but not selected as recommended or approved)  
 **Recommended** (as basis for establishment of amount believed to be just compensation)

REVIEW APPRAISER (Signature): \_\_\_\_\_ DATE OF REVIEW: \_\_\_\_\_  
 Title: Staff Review Appraiser STATE CERT. NUMBER: G00073

RECOMMENDED BY (Signature): \_\_\_\_\_ DATE RECOMMENDED: \_\_\_\_\_  
 Title: STATE CERT. NUMBER

## REVIEWER COMMUNICATION WITH APPRAISER

Date: August 10, 2022

To: **Rusty Rich, MAI, MRICS**

From: T. Mandell Tillman, MAI, AI-GRS  
Consultant Review Appraiser

Re:	Project Number	TAPBH-TA22(939)
	Project Name	Alabaster Park Trail
	CPMS No.	N/A
	<b>Tract #</b>	1

I have completed a review of the appraisal report for the above referenced tract and my comments follow:

***NONE REQUIRED***

Thanks for your cooperation in the review process. If you have any questions contact me accordingly.

T. Mandell Tillman, MAI, AI-GRS  
Tillman Consulting, LLC  
256-504-5705  
[mandell@tillmanbiz.com](mailto:mandell@tillmanbiz.com)

## CERTIFICATE OF CONSULTANT REVIEW APPRAISER

State of Alabama

County of Jefferson

Project No. TAPBH-TA22(939)

Tract # 1

I hereby certify that, to the best of my knowledge and belief:

- The facts and data reported by the reviewer and used in the review process are true and correct.
- The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of the work under review and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on any action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the appraisal and appraisal review requirements found in 49 CFR 24.103 & 29.104 (which are intended to be consistent with the Uniform Standards of Professional Appraisal Practice – USPAP – with Jurisdictional Exceptions).
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- I have made a personal inspection of the subject property of the work under review. The inspection consisted of a viewing of the subject property from the street or streets on which the subject fronts.
- As of the date of this report, T. Mandell Tillman, MAI, AI-GRS, has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
- No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.
- In compliance with Alabama Code, Sec. 34-27A-3 (applicable for State Certified Appraisers): This assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the board that allow this report to be regarded as a “certified appraisal.”
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have performed no other appraisal services as an appraiser or in any other capacity regarding the property that is the subject of the work under review, within the three year period immediately preceding acceptance of this assignment.

In my opinion the appraisal report and conclusions are credible and the recommended offer for the acquisition as of **7/28/2022** is **\$10,800** based upon my independent appraisal review and the exercise of my professional judgment.

Date 8/10/2022



Consultant Review Appraiser Signature  
State of Alabama Real Property Appraiser License #G00073



Scott Brakefield  
Mayor

Brian Binzer  
City Administrator

April 13, 2023

Alabama Department of Transportation  
ATTN: Dennis Hill

Dear Mr. Hill:

RE: TAPBH-TA22(939)  
City of Alabaster FY2022 Transportation Alternatives Set-aside Program (TAP) -Right of Way- Luke Short property

The City of Alabaster would like to thank the Alabama Department of Transportation for the continued support of the above-referenced project under the FY2022 Transportation Alternatives Set-aside Program (TAP). This project will provide pedestrian connectivity to key parts of the city and help to achieve our goal of continuously improving our infrastructure. As you may be aware, there is one property the city will need to acquire in order to make the connection for this project. The city engaged Integra Realty Resources to provide an appraisal of this property. This letter is to inform you that the City of Alabaster recommends that the property owner be offered the appraised amount of \$10,800. The city agrees with the appraised amount and believe it to be a reasonable offer to the above referenced property owner (Luke Short – Alabaster Trail Project). The City of Alabaster is anxious to progress this phase of the project and it is our understanding that we have fulfilled the ALDOT/ FHWA requirements in order to proceed with property acquisition. All of the appropriate forms are attached for your review. Please confirm that we may make the offer to Mr. Short.

If you need any additional information, please feel free to contact me.

Sincerely,

Brian Binzer  
City Administrator



Find address or place



### Enhanced Search

By Shape | By Owner/Sub | Results

Features selected: 1

- Parcel Num: 23 2 10 3 002 009.000
- Name: SHORT LUKE
- Address: 152 KENTWOOD DR
- City: ALABASTER
- Parcel Year: 2022

