



# CITY OF LEEDS, ALABAMA

## BOARD OF ZONING ADJUSTMENTS AGENDA

City Hall Annex - 1412 9th St., Leeds, AL 35094

May 21, 2024 @ 5:00 PM

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### CALL TO ORDER:

### ROLL CALL:

### DETERMINATION OF QUORUM:

### APPROVAL OF MINUTES FROM PREVIOUS MEETING(S):

### OLD BUSINESS:

### OTHER BUSINESS:

1. A24-000001 - A request by Brittany & Allen Mulvehill, Owner and Applicant, to allow a manufactured home at 8426 Thornton Ave, 35094, TPID: 2500211016012.001, Zoned I-1, Light Industrial, Jefferson County.
2. A24-000010 - A request by Leeds Properties LLC (Steve Elliott), Applicant and Owner, to allow an institutional use (church) in the B-2, General Business District, at 7480 Parkway Drive, 35094, TPID: 25 00 20 1 007 006.002, Zoned B-2 General Business District, Jefferson County.
3. A24-000011 - A request by E+J Concessions, Applicant, MITCHELL RETAIL PROPERTIES LLC, Owner, to allow a food truck - applicant only - at 7580 PARKWAY DR LEEDS AL 35094, TPID: 2500174038049001, Zoned: B-2, General Business District, Jefferson County
4. A24-000012 - A request by Mary Green Nichols, Applicant and Owner, to allow for the placement of a manufactured home at 1639 Brssher St, 35094, TPID: 2500154000036001, Zoned R-2, Single Family District, Jefferson County
5. A24-000014 - A Request by 9th St. Lofts, LLC., Owner and Applicant to allow a professional office in the T-5A District at 1509 9th St., 35094, TPID: 2500211022006000, Zoned T-5-A, Jefferson County.

### ADJOURNMENT:

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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 at 205-699-2585.

**File Attachments for Item:**

1. A24-000001 - A request by Brittany & Allen Mulvehill, Owner and Applicant, to allow a manufactured home at 8426 Thornton Ave, 35094, TPID: 2500211016012.001, Zoned I-1, Light Industrial, Jefferson County.

VARIANCE APPLICATION FOR THE CITY OF LEEDS, ALABAMA  
DEPARTMENT OF INSPECTION SERVICES- ZONING DIVISION

1404 9<sup>TH</sup> STREET, LEEDS, AL 35094 P.205.699.2585

[DEVELOPMENT@LEEDSALABAMA.GOV](mailto:DEVELOPMENT@LEEDSALABAMA.GOV) \* leedsalabama.gov

Part 1. Application

Name of Applicant:

Brittany Mulvehill/Brenda Allen

Mailing Address:

P.O. Box 1395 Leeds AL-35094

Telephone:

205-329-0354

E-mail

Signature:

Brenda Allen

Part 2. Parcel Data

Owner of Record:

Brittany Mulvehill/Brenda Allen

Owner Mailing Address:

P.O. Box 1395 Leeds AL. 35094

Site Address:

8426 Thornton Ave Leeds AL 35094

Tax Parcel ID #

Existing Zoning:

Existing Land Use:

Part 3. Request

Section of Ordinance for which variance is requested:

Nature of Variance with reference to applicable zoning provision:

Part 4 Enclosures (Check all required enclosures with this application)

- ☐ Vicinity Map showing the location of the property
- ☐ Plot Plan drawn to scale and dimensioned, showing property boundaries and proposed Development Layout
- ☐ Copy of Deed as recorded in the Judge of Probate Office
- ☐ Application Fee \$120.00

I, [Applicant's Name], hereby submit my application for a zoning adjustment in accordance with the applicable laws and regulations set forth by the [City/County] zoning ordinance. I understand the importance of a thorough review of this application and the need for a fair and comprehensive evaluation by the Board of Zoning Adjustments.

As an applicant, I acknowledge that unforeseen circumstances may arise during the review process that could necessitate the carryover of this case to a subsequent Board meeting. In the event that such circumstances occur, I voluntarily and willingly agree to the carryover of my application to the next scheduled meeting of the Board of Zoning Adjustments.

I affirm that I will be available and present at the rescheduled meeting, and I commit to providing any additional information or documentation that may be requested by the Board during the process. Furthermore, I understand that the postponement of my case will not prejudice my rights as an applicant, and I will cooperate fully with the Board's decision-making process.

By signing below, I acknowledge my agreement to the possibility of a carryover of my application and affirm my commitment to comply with all requirements and requests from the Board of Zoning Adjustments.

Signature:

*Brenda Allen*

**NOTICE: The completed application and all required attachments must be filed at least 30 (thirty) days prior to the Leeds Zoning Board of Adjustments Public Hearing. A representative must be present at the hearing.**

**OFFICE USE ONLY**

Application Number:

Date Received:

Received By:

Scheduled Public Hearing Date:



THIS INSTRUMENT PREPARED BY:  
BARNES & BARNES LAW FIRM, P.C.

8107 PARKWAY DRIVE  
LEEDS, ALABAMA 35094  
(205) 699-5000

Send Tax Notice To:  
BRITTANY MULVEHILL and  
BRENDA ALLEN

8426 THORNTON AVE  
LEEDS, AL 35094

### WARRANTY DEED

STATE OF ALABAMA  
JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten Thousand and 00/100 Dollars (\$10,000.00)\* to the undersigned Grantor, ROY DALE OLIVER, AN UNMARRIED MAN, THE ONLY HEIR OF CAROLYN OLIVER, DECEASED 1/19/2018 (hereinafter referred to as Grantor, whose mailing address is 8426 THORNTON AVE, LEEDS, AL 35094), in hand paid by the Grantees herein (whose mailing address is shown above), the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto BRITTANY MULVEHILL and BRENDA ALLEN (herein referred to as Grantees), the following described real estate, situated in JEFFERSON County, Alabama, to-wit:

LOT 15, 16, 17, AND 18, BLOCK 15 A, ACCORDING TO THE SURVEY OF LEEDS IMPROVEMENT COMPANY, AS RECORDED IN MAP BOOK 10, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

CAROLYN OLIVER IS THE SURVIVING GRANTEE OF THAT CERTAIN DEED RECORDED IN JEFFERSON COUNTY, ALABAMA ROY H. OLIVER, SR. HAVING DIED ON 1/19/2009.

SAID PROPERTY IS SUBJECT TO CREDITOR RIGHTS OF CAROLYN OLIVER, SAID RIGHTS SHALL EXPIRE 1/18/2020

Property address: 8426 THORNTON AVE, LEEDS, AL 35094

\*The purchase price or actual value of this conveyance can be verified in the following documentary evidence: Closing Statement

Subject to:

1. Taxes for the current tax year and any subsequent years.
2. Easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any.
3. Mineral and mining rights, if any.

\$10,000.00 of the purchase price received above was paid from a purchase money mortgage loan closed simultaneously herewith.

~~TO HAVE AND TO HOLD and said Grantor, for said Grantor, his/her heirs, executors and administrators, covenant with said Grantees, their heirs and assigns, that Grantor is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor will, and their 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, said Grantor has hereunto set his/her hand and seal this the 4th day of September, 2018.

Roy D Oliver  
ROY DALE OLIVER

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ROY DALE OLIVER, 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of September, 2018.

[Signature]  
NOTARY PUBLIC

2/4/20



## Real Estate Sales Validation Form

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

Grantor's Name:	ROY DALE OLIVER	Grantee's Name:	BRITTANY MULVEHILL and BRENDA ALLEN
Mailing Address:	8426 THORNTON AVE LEEDS, AL 35094	Mailing Address:	8426 THORNTON AVE LEEDS, AL 35094
Property Address:	8426 THORNTON AVE LEEDS, AL 35094	Date of Sales	September 4th, 2018
		Total Purchase Price:	(\$10,000.00)
		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"/>	Tax Appraisal
<input type="checkbox"/>	Sales Contract	<input type="checkbox"/>	Other Tax Assessment
<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- 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: September 4th, 2018

☐ Unattested

(verified by)

Print Laura L. Barnes

Sign

(Grantor/Grantee/Owner/Agent) circle one

No.	Amonut	Interest	Principal	Balance
1	250	0	250	9750
2	250	0	250	9500
3	250	0	250	9250
4	250	0	250	9000
5	250	0	250	8750
6	250	0	250	8500
7	250	0	250	8250
8	250	0	250	8000
9	250	0	250	7750
10	250	0	250	7500
11	250	0	250	7250
12	250	0	250	7000
13	250	0	250	6750
14	250	0	250	6500
15	250	0	250	6250
16	250	0	250	6000
17	250	0	250	5750
18	250	0	250	5500
19	250	0	250	5250
20	250	0	250	5000
21	250	0	250	4750
22	250	0	250	4500
23	250	0	250	4250
24	250	0	250	4000
25	250	0	250	3750
26	250	0	250	3500
27	250	0	250	3250
28	250	0	250	3000
29	250	0	250	2750
30	250	0	250	2500
31	250	0	250	2250
32	250	0	250	2000
33	250	0	250	1750
34	250	0	250	1500
35	250	0	250	1250
36	250	0	250	1000
37	250	0	250	750
38	250	0	250	500
39	250	0	250	250
40	250	0	250	0



# MAGIC CITY TITLE



3535 Grandview Parkway, Suite 550  
Birmingham, Alabama 35243

Telephone: 205-326-0250  
Fax: 205-326-0251  
www.magiccitytitle.com

## INVOICE

To: Barnes and Barnes Law Firm, P.C.  
8107 Parkway Drive  
Leeds, Alabama 35094  
Attn: Jena

Date: August 27, 2018

CASE NUMBER 219985

OWNERS INSURANCE AMOUNT: \$10,000.00

MORTGAGEE INSURANCE AMOUNT: \$

Owners Policy:	\$125.00
Loan Policy:	\$
Search/Exam:	\$300.00
Closing Protection Letter:	\$
Other:	\$

TOTAL DUE: \$425.00

CLOSING DISCLOSURE: Owners 125.00  
Loan N/A

REISSUE ALLOWANCE: No

UNDERWRITER: Commonwealth Land Title Insurance Company

LEGAL: Legal located in Jefferson County

STREET ADDRESS: 8426 Thornton Avenue, Leeds, AL 35094

OWNER: Roy H. Oliver and Carolyn Oliver, (Joint Survivorship)

PURCHASER: Brittany Molvehill and Brenda Allen

Roy Dale  
Oliver

\*\*\*PLEASE RETURN A COPY OF THE INVOICE WITH REMITTANCE\*\*\*





File No. 219985

**COMMITMENT FOR TITLE INSURANCE****SCHEDULE A***Transaction Identification Data for reference only:*

Issuing Agent: Magic City Title, Inc.  
 Issuing Office: 3535 Grandview Parkway, Suite 550, Birmingham, Alabama 35243  
 ALTA ID: 1043082  
 Property Address: 8426 Thornton Avenue, Leeds, AL 35094

1. Effective Date: **August 23, 2018 at 8:00 a.m.**

2. Policy or Policies to be issued:

(a) 2006 ALTA® Owner's Policy  
 Proposed INSURED:

\$ **10,000.00**

**Brittany Molvehill and Brenda Allen**

(b) 2006 ALTA® Loan Policy  
 Proposed INSURED:

\$

3. The estate or interest in the Land described or referred to in this Commitment is  
**FEE SIMPLE.**

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

**Roy H. Oliver and Carolyn Oliver, (Joint Survivorship)**

5. The land referred to in this Commitment is described as follows:

**Lots 15, 16, 17, and 18, Block 15 A, according to the Survey of Leeds Improvement Company, as recorded in Map Book 10, Page 21, in the Probate Office of JEFFERSON County, ALABAMA.**

Countersigned:  
 Magic City Title, Inc.  
 License No: 0188020

By:   
 AGH Authorized Officer or Agent

License No: 0666538

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*  
**81C165B**

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ALTA Commitment for Title Insurance 8-1-16







### SCHEDULE B – PART I REQUIREMENTS

All of the following Requirements must be met:

- a. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- b. Pay the agreed amount for the estate or interest to be insured.
- c. Pay the premiums, fees, and charges for the Policy to the Company.
- d. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- e. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
1. **Warranty deed from Roy H. Oliver and Carolyn Oliver, and spouse(s), if married, to Brittany Molvehill and Brenda Allen.**

**NOTE:** Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact Magic City Title immediately for further review prior to closing.

2. **Statement from the Town Clerk of Leeds stating that there are no unpaid municipal improvement assessments against subject property or same will be excepted.**
3. **We will require a statement from the Jefferson County Sewer Billing Office stating that all sanitary sewer service charges are paid to date.**

**NOTE:** The policies to be issued hereunder, if any, do not insure against unpaid and unrecorded sewer liens filed after the date of the policy(ies).

**You must assure yourself by doing the following:**

- A. Calling and getting a statement from the Jefferson County Sewer Billing Office stating that all sanitary sewer service charges are paid to date. (Please call 205 325-5390 and provide Parcel I.D. number or street address).
- B. If this account is billed for sewer charges by Birmingham Water Works you will need to contact the sewer representative, Monike Johnson at (205)244-4062 and get a statement.
- C. Verify at website: <http://sewer-accts.jccal.org> and get a printout for your records.
4. **ALL PAPERS ARE TO BE FILED FOR RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA, BIRMINGHAM DIVISION.**
5. **2017 Taxes are exempt under:**  
**Parcel No. 25-00-21-1-016-012.001**

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

81C165B



**SCHEDULE B – PART I**  
(continued)

The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County's Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said county authority.

**NOTE: FOR INFORMATION ONLY**

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

**NOTE:** If this is a residential transaction, please provide the purchaser a copy of the attached Commonwealth Land Title Insurance Company Privacy Policy at closing and certify to us that this has been done.

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**81C165B**

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ALTA Commitment for Title Insurance 8-1-16







### SCHEDULE B – PART II EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Standard Exceptions:
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - (d) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - (e) Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
3. Taxes for the year 2018 and subsequent years, a lien not yet due and payable.
4. Easement(s), building line(s) and restriction(s) as shown on recorded map.
5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

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ALTA Commitment for Title Insurance 8-1-16



14

8426 THORNTON

Search

ENTER PART OF THE ADDRESS.

☐ Name ☐ Parcel # ☒ Address

Tax Year: 2018 ▼

1 Record Found

TAX YEAR: 2018

**25 00 21 1 016 012.001**

<b>1</b>	<b>OWNER NAME:</b>	OLIVER ROY DALE AGT FOR THE HEIRS OF CAROLYN OLIVER	<b>RECEIPT NO:</b>	<b>5152568</b>
	<b>ADDRESS:</b>	PO BOX 1395 LEEDS AL 35094	<b>LAND VALUE:</b>	<b>\$7,700</b>
	<b>CLASS:</b>	3 - RESIDENTIAL	<b>IMP VALUE:</b>	<b>\$20,000</b>
	<b>EXEMPTION:</b>	2-2	<b>TOTAL VALUE:</b>	<b>\$27,700</b>
	<b>MUNICIPALITY:</b>	15 LEEDS	<b>APPR. VALUE:</b>	<b>\$27,700</b>
	<b>CLASS USE:</b>		<b>TOTAL TAX:</b>	\$119.79
			<b>PAID:</b>	\$0.00
			<b>TOTAL DUE:</b>	<b>\$119.79</b>

*Buyer to pay*

**OWNER'S AFFIDAVIT AND INDEMNITY AGREEMENT  
REGARDING SEPTIC/SEWER**

1. ROY DALE OLIVER, the undersigned affiant, after being duly sworn, depose and say:
2. I/We am/are the owner of the following described property:

LOT 15, 15, 17, AND 18, BLOCK 15 A, ACCORDING TO THE SURVEY OF LEEDS  
IMPROVEMENT COMPANY, AS RECORDED IN MAP BOOK 10, PAGE 21, IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

3. To the best of my knowledge and belief, the attached my house is currently

Connected to Sewer

✓

Connected to Septic Tank

Connected to Private Sewer with provider

4. I/We affirm that all sewer fees have been paid in full at the time of closing. If a sewer bill is due and payable after closing, but for a time period that I/we owned the house, I/we understand that I/we am/are responsible for said bill.

This affidavit is given for the purpose of inducing (Title Company) to issue a Title Insurance Policy to the lender. I further agree to hold (Lender) and (Title Company) harmless from any and all liability associated with any encroachments, if any, which might extend onto my property, or from my property onto any of my/our neighbors property.

*Roy D Oliver*  
\_\_\_\_\_  
ROY DALE OLIVER

Sworn to and subscribed before me this  
4th day of September, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

*2/14/18*



AFFIDAVIT AS TO MUNICIPAL ASSESSMENTS,  
FIRE DUES, AND/OR HOMEOWNERS ASSOCIATION DUES

Before me, the undersigned authority, a Notary Public, personally appeared the undersigned affiant, who after first being duly sworn, deposes and says the following:

My/our names(s) is/are ROY DALE OLIVER . I/we am/are over the age of 19 years. I/we have personal knowledge of the facts set forth herein. I/we have entered into a contract to sell the following described property located in JEFFERSON County:

LOT 15, 15, 17, AND 18, BLOCK 15 A, ACCORDING TO THE SURVEY OF LEEDS  
IMPROVEMENT COMPANY, AS RECORDED IN MAP BOOK 10, PAGE 21, IN THE  
PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

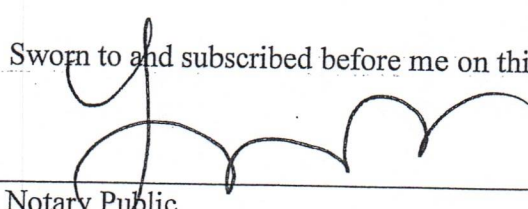
I/we certify and warrant that I/we am/are not indebted to any Federal, State, County, Municipal, local or any other public authority for taxes, assessments or fire dues or other charges against the above described property, and I/we have not received any notice, either orally or in writing of the existence of, or the intention to create, any assessments affecting the above described property from any public authority of whatever nature. I/we also certify and warrant that there are no outstanding mandatory fire district dues or homeowners association dues payable to any entity at the time of this transaction.

I/we give this affidavit for the purposing of inducing to issue its title insurance policy or policies free of any exception for unpaid municipal assessments, fire dues or homeowners association dues.

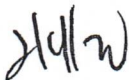
Signed this 4th day of September, 2018.

  
\_\_\_\_\_  
ROY DALE OLIVER

Sworn to and subscribed before me on this 4th day of September, 2018.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

  
\_\_\_\_\_



## SELLERS/OWNERS AFFIDAVIT AND INDEMNITY

State of Alabama  
Jefferson County

I/We ROY DALE OLIVER, being first duly sworn, on oath depose and state I/we own the following described property:

LOT 15, 15, 17, AND 18, BLOCK 15 A, ACCORDING TO THE SURVEY OF LEEDS IMPROVEMENT COMPANY, AS RECORDED IN MAP BOOK 10, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

1. I/We have owned the property, now being sold or mortgaged continuously for Two (2) years, and my/our enjoyment thereof has been peaceable and undisturbed. The title of said property has never been disrupted to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or of any reason which any claim to any of said property might be asserted adversely to me/us; said property being more particularly described as follows:

LOT 15, 15, 17, AND 18, BLOCK 15 A, ACCORDING TO THE SURVEY OF LEEDS IMPROVEMENT COMPANY, AS RECORDED IN MAP BOOK 10, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

2. That there are no actual or pending suits, proceedings judgment, bankruptcies, liens or execution against said owner of the State of Alabama except the following:
3. The Seller(s)/Owner(s) at present, and for a period of the past said months, has/have caused no construction, erection alternation or repairs of any structures or improvements to said property to be done, nor has/have contracted for any materials to the premises for which charges remain unpaid. I/We certify this fact by writing NONE below. If work has commenced, please notify the Company and an additional form will be furnished.
4. The undersigned has paid all due taxes, unpaid sewer lines, special assessments for repairs, roads, sewers, or the like, fire district dues, or other charges except for the following:
5. No party other than the Seller(s)/Owner(s) is in possession of any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise, except as follows:
6. That Seller(s)/Owners(s) during the time of ownership of said property has/have conveyed no portion of the premises nor one any act nor allowed any act to be done which has changed or could change the boundaries of the property, except as follows:
7. The Seller(s)/Owner(s) has/have allowed no encroachment on said property by an adjoining land owner, nor has/have the undersigned encroached upon any property of adjoining land owners, except as follows:
8. The Seller(s)/Owner(s) has/have allowed no Easement, rights of way, continued driveway usage, drain, sewer, water, gas or pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights, except as follows:

9. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds bordering or running through said premises except for:
10. The undersigned has not allowed, and knows of no violation or any covenants, restrictions, agreements, or conditions affecting the premises and has paid in full all liens for assessments or homeowners dues, except as follows:

This affidavit is given to induce to issue its title insurance policy or policies without exception to claims of materialman's or laborer's liens, survey matters, claims of easements not shown by the public records, special assessments and rights of parties in possession and the other matters set forth above. As an inducement therefor, said affiant agrees to indemnify and hold the aforementioned Title Insurer and/or its agent harmless of and from any and all loss, cost, damage, and expense of every kind, including Attorney's fees, which said aforementioned Title Insurer and/or its agent shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, the Company determines to issue the policy without reference to the aforementioned item, as a result of misrepresentation herewith.

Roy Dale Oliver  
ROY DALE OLIVER

State of Alabama  
Jefferson County

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that whose name(s) are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of September, 2018.

Commission Expires:

[Signature]  
Notary Public



## JUDGMENT AND TAX LIEN AFFIDAVIT - SELLER

State of Alabama  
Jefferson County

On this 4th day of September, 2018 before me personally appeared ROY DALE OLIVER ("Affiant") who being duly sworn by me did state that said Affiant is the Purchaser of the following described property:

LOT 15, 15, 17, AND 18, BLOCK 15 A, ACCORDING TO THE SURVEY OF LEEDS IMPROVEMENT COMPANY, AS RECORDED IN MAP BOOK 10, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

And that there appears of record certain Judgment(s) and/or Tax Lien(s) as follows:

NONE

And Affiant further states that said Judgment(s) and/or Tax Lien(s) are not against Affiant but against some other person of a similar name.

And Affiant further states that the business and home addresses of said Affiant during the past five years have been as follows:

Business Address(es):

\_\_\_\_\_  
\_\_\_\_\_

Home Address(es):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And Affiant further states that his/her Social Security Number is:

\_\_\_\_\_

This affidavit is given for the purpose of inducing to insure the aforesaid property against any such judgments and tax liens which may affect the title to the aforesaid property.

Roy Oliver  
ROY DALE OLIVER

Subscribed and sworn to before me the day and year shown above.

[Signature]  
Notary Public

2/4/20

## JUDGMENT AND TAX LIEN AFFIDAVIT - PURCHASER

State of Alabama  
Jefferson County

On this 4th day of September, 2018 before me personally appeared BRENDA ALLEN ("Affiant") who being duly sworn by me did state that said Affiant is the Purchaser of the following described property:

LOT 15, 15, 17, AND 18, BLOCK 15 A, ACCORDING TO THE SURVEY OF LEEDS IMPROVEMENT COMPANY, AS RECORDED IN MAP BOOK 10, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

And that there appears of record certain Judgment(s) and/or Tax Lien(s) as follows:

NONE

And Affiant further states that said Judgment(s) and/or Tax Lien(s) are not against Affiant but against some other person of a similar name.

And Affiant further states that the business and home addresses of said Affiant during the past five years have been as follows:

Business Address(es):

\_\_\_\_\_  
\_\_\_\_\_

Home Address(es):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And Affiant further states that his/her Social Security Number is:

\_\_\_\_\_

This affidavit is given for the purpose of inducing to insure the aforesaid property against any such judgments and tax liens which may affect the title to the aforesaid property.

Brenda Allen  
BRENDA ALLEN

Subscribed and sworn to before me the day and year shown above.

[Signature]  
Notary Public

2/4/20

## JUDGMENT AND TAX LIEN AFFIDAVIT - PURCHASER

State of Alabama  
Jefferson County

On this 4th day of September, 2018 before me personally appeared BRITTANY MULVEHILL ("Affiant") who being duly sworn by me did state that said Affiant is the Purchaser of the following described property:

LOT 15, 15, 17, AND 18, BLOCK 15 A, ACCORDING TO THE SURVEY OF LEEDS IMPROVEMENT COMPANY, AS RECORDED IN MAP BOOK 10, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

And that there appears of record certain Judgment(s) and/or Tax Lien(s) as follows:

NONE

And Affiant further states that said Judgment(s) and/or Tax Lien(s) are not against Affiant but against some other person of a similar name.

And Affiant further states that the business and home addresses of said Affiant during the past five years have been as follows:

Business Address(es):

\_\_\_\_\_  
\_\_\_\_\_

Home Address(es):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And Affiant further states that his/her Social Security Number is:

\_\_\_\_\_

This affidavit is given for the purpose of inducing to insure the aforesaid property against any such judgments and tax liens which may affect the title to the aforesaid property.

Brittany Mulvehill  
BRITTANY MULVEHILL

Subscribed and sworn to before me the day and year shown above.

Jim 9/4/18  
Notary Public



# A. Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2502-0265



22

## B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number 18-6441	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower BRITTANY MULVEHILL BRENDA ALLEN 8426 THORNTON AVE LEEDS, AL 35094	E. Name and Address of Seller ROY DALE OLIVER 8426 THORNTON AVE LEEDS, AL 35094	F. Name and Address of Lender
---	--	-------------------------------

G. Property Location 8426 THORNTON AVE LEEDS, AL 35094  JEFFERSON	H. Settlement Agent Barnes & Barnes Law Firm, P.C. 8107 Parkway Drive, Leeds, AL 35094  Place of Settlement 8107 Parkway Drive Leeds, Alabama 35094	I. Settlement Date 09/04/18 DD: 09/04/18
---	---	--

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	10,000.00	401. Contract sales price	10,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,079.79	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	11,079.79	420. GROSS AMOUNT DUE TO SELLER	10,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. New Loan and Note	10,000.00	502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. New Loan and Note	10,000.00
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. \$119.79 25-00-21-1-016-012.001		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	10,000.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	10,000.00
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	11,079.79	601. Gross amount due to seller (line 420)	10,000.00
302. Less amounts paid by/for borrower (line 220)	10,000.00	602. Less reduction amount due to seller (line 520)	10,000.00
303. CASH FROM BORROWER	1,079.79	603. CASH TO SELLER	0.00

UBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and/or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		SETTLEMENT STATEMENT		PAGE 2	
L. SETTLEMENT CHARGES:		File Number: 18-6441			
70.	SALES/BROKER'S COMMISSION based on price \$	@	=	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	
of commission (line 700) as follows:				PAID FROM SELLER'S FUNDS AT SETTLEMENT	
701.	to				
702.	\$ to				
703.	Commission paid at Settlement	Realtor Holds Deposit			
704.					
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN		P.O.C.		
801.	Loan Origination Fee	%			
802.	Loan Discount	%			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mtg. Ins. Application Fee	to			
807.	Assumption Fee	to			
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901.	Interest from	to @ \$	/day		
902.	Mortgage Insurance Premium	to			
903.	Hazard Insurance Premium	yrs. to			
904.					
905.					
1000.	RESERVES DEPOSITED WITH LENDER FOR				
1001.	Hazard Insurance	mo. @ \$	/ mo.		
1002.	Mortgage Insurance	mo. @ \$	/ mo.		
1003.	City property taxes	mo. @ \$	/ mo.		
1004.	County property taxes	mo. @ \$	/ mo.		
1005.	Annual Assessments	mo. @ \$	/ mo.		
1006.		mo. @ \$	/ mo.		
1007.		mo. @ \$	/ mo.		
1008.	Aggregate Reserve for Hazard/Flood Ins, City/County				
1100.	TITLE CHARGES				
1101.	Settlement or closing fee	to BARNES AND BARNES		425.00	
1102.	Abstract or title search	to MAGIC CITY TITLE		450.00	
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
(includes above item No: )					
1108.	Title insurance	to			
(includes above item No: )					
1109.	Lender's coverage				
1110.	Owner's coverage				
1111.					
1112.					
1113.					
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201.	Recording fees	Deed \$ 25.00 ; Mortgage \$ ; Releases \$		25.00	
1202.	City/county/stamps	Deed \$ 10.00 ; Mortgage \$		10.00	
1203.	State tax/stamps	Deed \$ ; Mortgage \$			
1204.					
1205.					
1300.	ADDITIONAL SETTLEMENT CHARGES				
1301.	Survey	to			
1302.	Pest Inspection	to			
1303.	2018 TAXES	JEFFERSON COUNTY		119.79	
1304.	recording	JEFFERSON COUNTY		50.00	
1305.					
1306.					
1307.					
1308.					
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			1,079.79	0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BRITTANY MULVEHILL *Brittany Mulvehill* BRENDAA ALLEN *Brenda Allen* ROY DALE OLIVER *Roy Dale Oliver*

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Barnes & Barnes Law Firm, P.C.

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**24 NOTICE OF PUBLIC HEARING**

City of Leeds, Alabama  
Zoning Board of Adjustments

**APPLICATION**

An application for to allow a manufactured home in the I-2, Light Industrial District in lieu of the required district.

**Zoning Board of Adjustments**

The Zoning Board of Adjustments is vested with the responsibility and authority of authorizing variances which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship.

<b>CASE #:</b>	A24-000001
<b>APPLICANT NAME:</b>	BRENDA ALLEN
<b>PROPERTY OWNER:</b>	MULVEHILL BRITTANY & ALLEN BRENDA (D)
<b>TAX PARCEL ID#S:</b>	2500211016012001
<b>PROPERTY ADDRESS:</b>	8426 THORNTON AVE; LEEDS, AL 35094
<b>PROPERTY ZONING:</b>	I-1: LIGHT INDUSTRIAL DISTRICT

**NOTICE IS HEREBY GIVEN** that the Board of Zoning Adjustments will hold a public hearing on the proposed preliminary plat. The hearing is scheduled on:

Date: May 21, 2024  
Time: 5:00 p.m.  
Place: Leeds Annex Meeting Room  
1412 9th St  
Leeds, AL 35094

**Public Information:** Any interested persons or their representative may appear at the meeting and comment on the application. Written comments may also be mailed to the Commission.

For more information about the application and related issues or to schedule an appointment:

**Phone:** 205-699-0943

**E-mail:** development@leedsalabama.gov

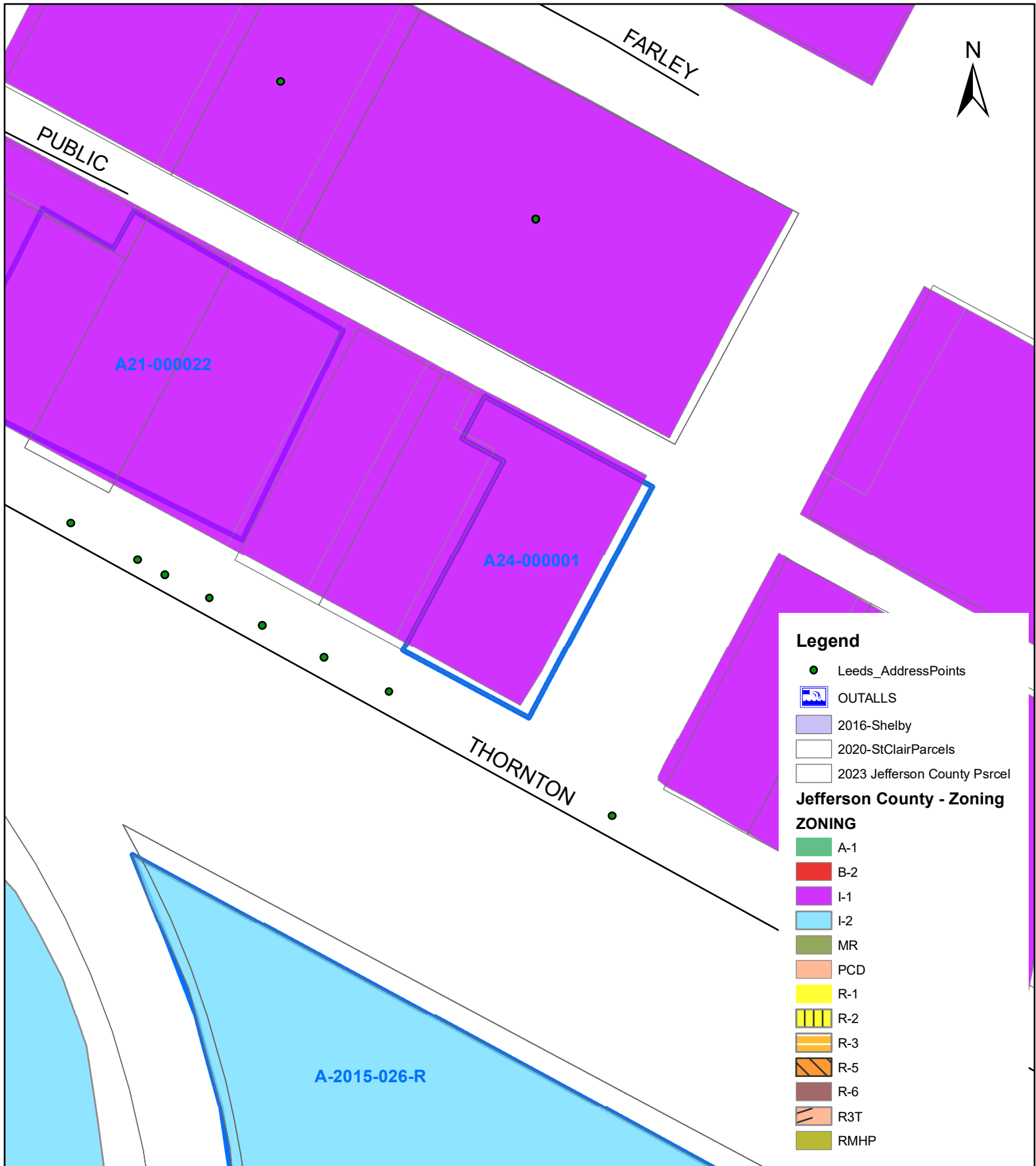
**Mailing Address:**

Leeds Zoning Board of Adjustments  
c/o Development Services  
1404 9th Street  
Leeds, AL 35094

A24-000001  
8426 THORNTON AVE  
STREET  
2500211016012001



A24-000001  
8426 THORNTON AVE  
ZONING  
2500211016012001



**File Attachments for Item:**

2. A24-000010 - A request by Leeds Properties LLC (Steve Elliott), Applicant and Owner, to allow an institutional use (church) in the B-2, General Business District, at 7480 Parkway Drive, 35094, TPID: 25 00 20 1 007 006.002, Zoned B-2 General Business District, Jefferson County.

# NOTICE OF PUBLIC HEARING

City of Leeds, Alabama  
Zoning Board of Adjustments

## APPLICATION

An application for to allow an institutional use (church) in the B-2, General Business District.

## Zoning Board of Adjustments

The Zoning Board of Adjustments is vested with the responsibility and authority of authorizing variances which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship.

<b>CASE #:</b>	A24-000010
<b>APPLICANT NAME:</b>	Steven Elliott
<b>PROPERTY OWNER:</b>	
<b>TAX PARCEL ID#S:</b>	
<b>PROPERTY ADDRESS:</b>	7480 Parkway Drive ste 105; Leeds, AL 35094
<b>PROPERTY ZONING:</b>	B-2 : GENERAL BUSINESS DISTRICT

**NOTICE IS HEREBY GIVEN** that the Board of Zoning Adjustments will hold a public hearing on the proposed preliminary plat. The hearing is scheduled on:

Date: May 21, 2024  
Time: 5:00 p.m.  
Place: Leeds Annex Meeting Room  
1412 9th St  
Leeds, AL 35094

**Public Information:** Any interested persons or their representative may appear at the meeting and comment on the application. Written comments may also be mailed to the Commission.

For more information about the application and related issues or to schedule an appointment:

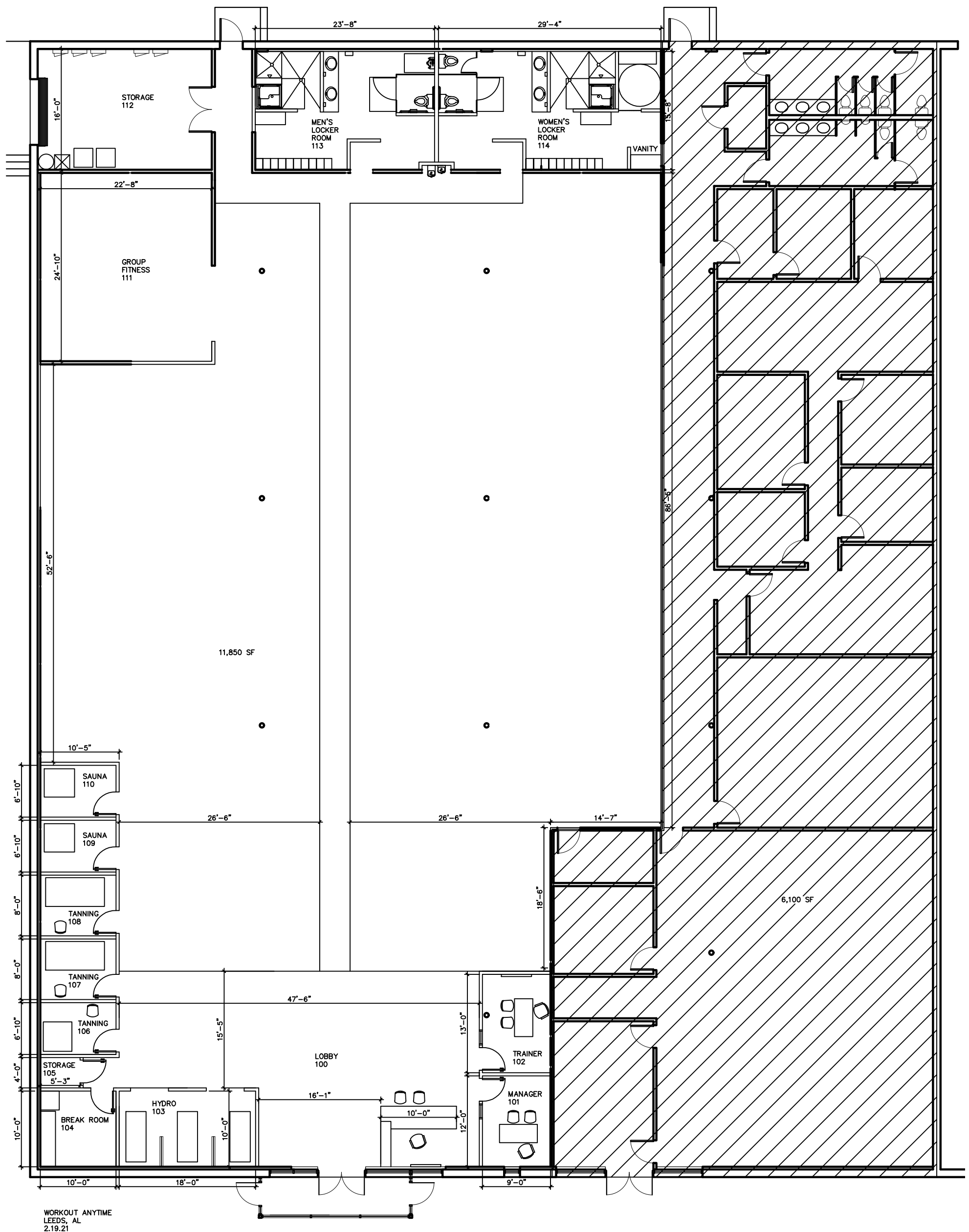
**Phone:** 205-699-0943

**E-mail:** [development@leedsalabama.gov](mailto:development@leedsalabama.gov)

### Mailing Address:

Leeds Zoning Board of Adjustments  
c/o Development Services  
1404 9th Street  
Leeds, AL 35094





Document Prepared By:  
**Shannon R. Crull, P. C.**  
 3009 Firefighter Lane  
 Birmingham, Alabama 35209

Send Tax Notice To:  
**Leeds Properties, LLC**

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### GENERAL WARRANTY DEED

**STATE OF ALABAMA** }

**COUNTY OF JEFFERSON** } **KNOW ALL MEN BY THESE PRESENTS:**

THAT IN CONSIDERATION OF **Five Hundred Forty-Five Thousand Dollars and NO/100 (\$545,000.00)** to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, I, **Leeds Village Associates, LLC, an Alabama Limited Liability Company**, (herein referred to as **Grantor**), grant, sell, bargain and convey unto, **Leeds Properties, LLC, A Tennessee Limited Liability Company** (herein referred to as **Grantee** whether one or more), the following described real estate, situated in **JEFFERSON** County, Alabama to wit:

**Parcel 2: Commence at the Northeast corner of the Northwest quarter of the Northeast quarter of Section 20, Township 17 South, Range 1 East, Jefferson County, Alabama, Huntsville Principal Meridian; thence, in a Westerly direction, along and with the North line of said quarter-quarter section, 493.00 feet to a point; thence with a deflection of 121°31' (122°08' measured) left, in a Southeasterly direction 1000.17 feet to a point on the Northwesterly right of way margin of Bankhead Highway (U.S. Highway 78 and also known as Parkway Drive); thence with a deflection of 94°28' right, in a Southwesterly direction, along and with said Northwesterly right of way margin 583.73 feet (measured 583.76 feet) to an iron pin set by Jerry O. Peery and the point of beginning; thence continue along and with the projection of the previous course and along said Northwesterly right of way margin, 80.00 feet to an iron pin; thence with a deflection of 85°37'30" right, leaving said right of way margin, and in a Northwesterly direction, 100.00 feet to an iron pin set by Jerry O. Peery; thence with a deflection of 85°37'30" left, in a Southwesterly direction 150.00 feet to an iron pin set by Jerry O. Peery; thence with a deflection of 85°37'30" right, in a Northwesterly direction, 368.87 feet to an iron pin set by Jerry O. Peery; thence with a deflection of 95°47' right (95°47'02" measured) in a Northeasterly direction, a distance of 265.95 feet (measures 266.12 feet) to an iron pin set by Jerry O. Peery; thence with a deflection of 88°35'30" right (88°37'32" measured), in a Southeasterly direction, 460.97 feet (460.96 feet measured) to the point of beginning.**

Subject to easements, set back lines, restrictions, covenants, mineral and mining rights and current taxes due.

\$350,000.00 of the above consideration was secured by and through the purchase money mortgage closed herewith.

M210311

TO HAVE AND HOLD the said tract or parcel of land unto the said Grantee, his/her heirs, successors and assigns forever.

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

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set his/her hand and seal, this

29 day of March, 2021

**Leeds Village Associates, LLC, an Alabama  
Limited Liability Company**

[Signature]  
By: Allan Vajda, its sole member

STATE OF Colorado  
COUNTY OF La Plata

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that **Allan Vajda**, whose name as Sole Member of Leeds Village Associates, LLC, is signed to the foregoing deed and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29<sup>th</sup> day of March, 2021.

Notary Seal

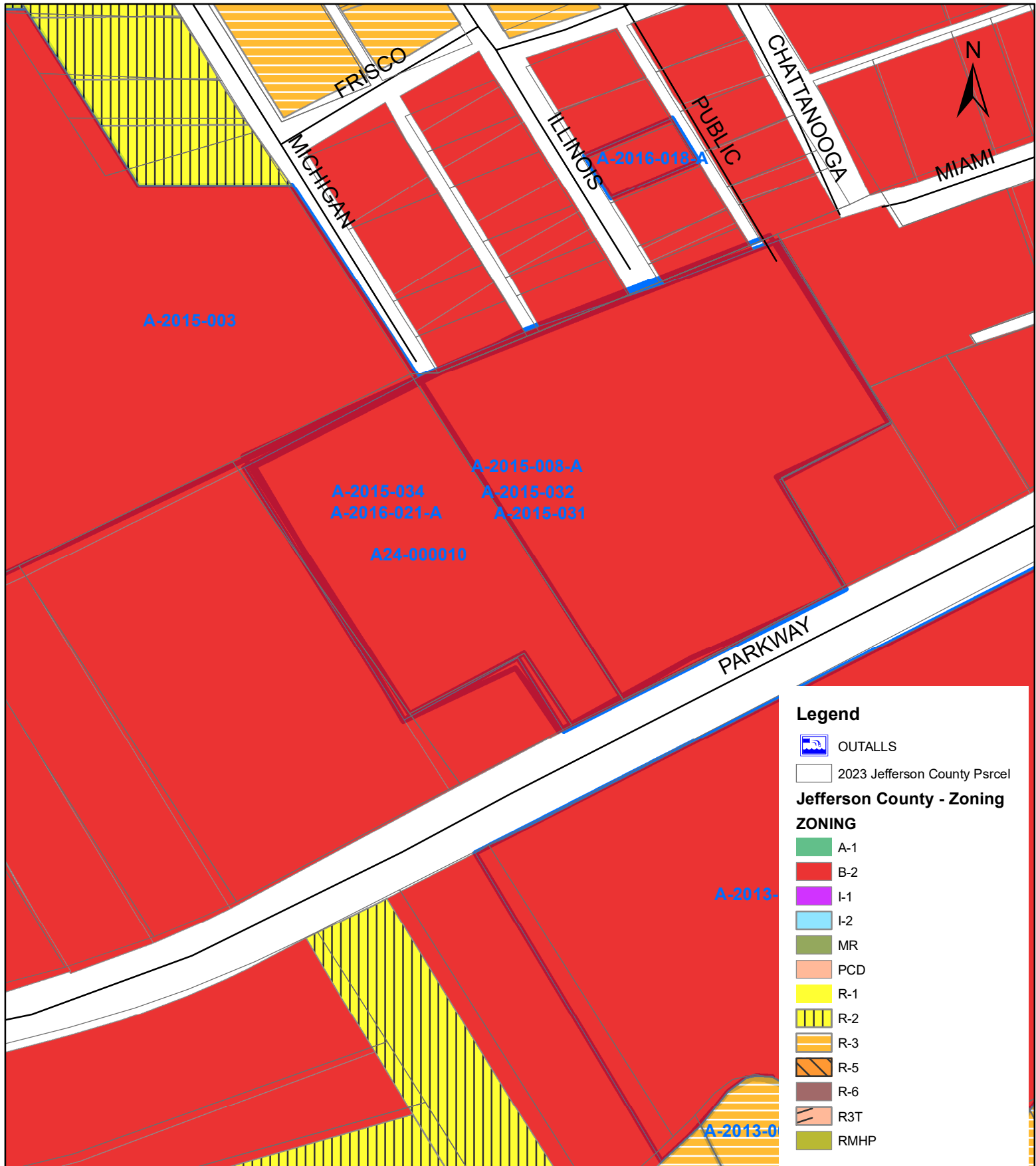
**MARITZA GARCIA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174034604  
MY COMMISSION EXPIRES 08/17/2021**

[Signature]  
Notary Public

My commission expires: 08/17/2021

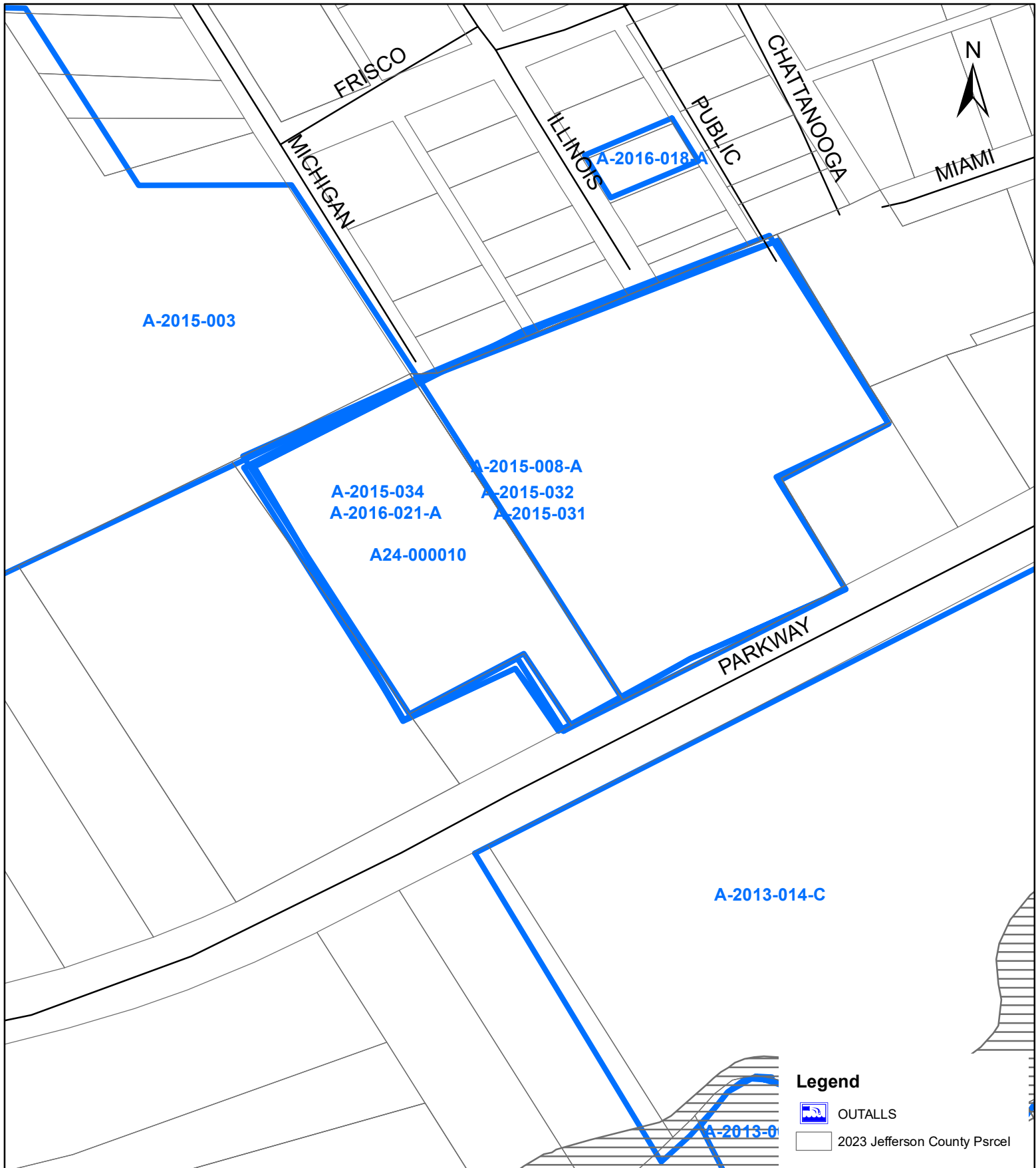
M210311

A24-000010  
7480 PARKWAY DR  
2500201007006.002  
ZONING

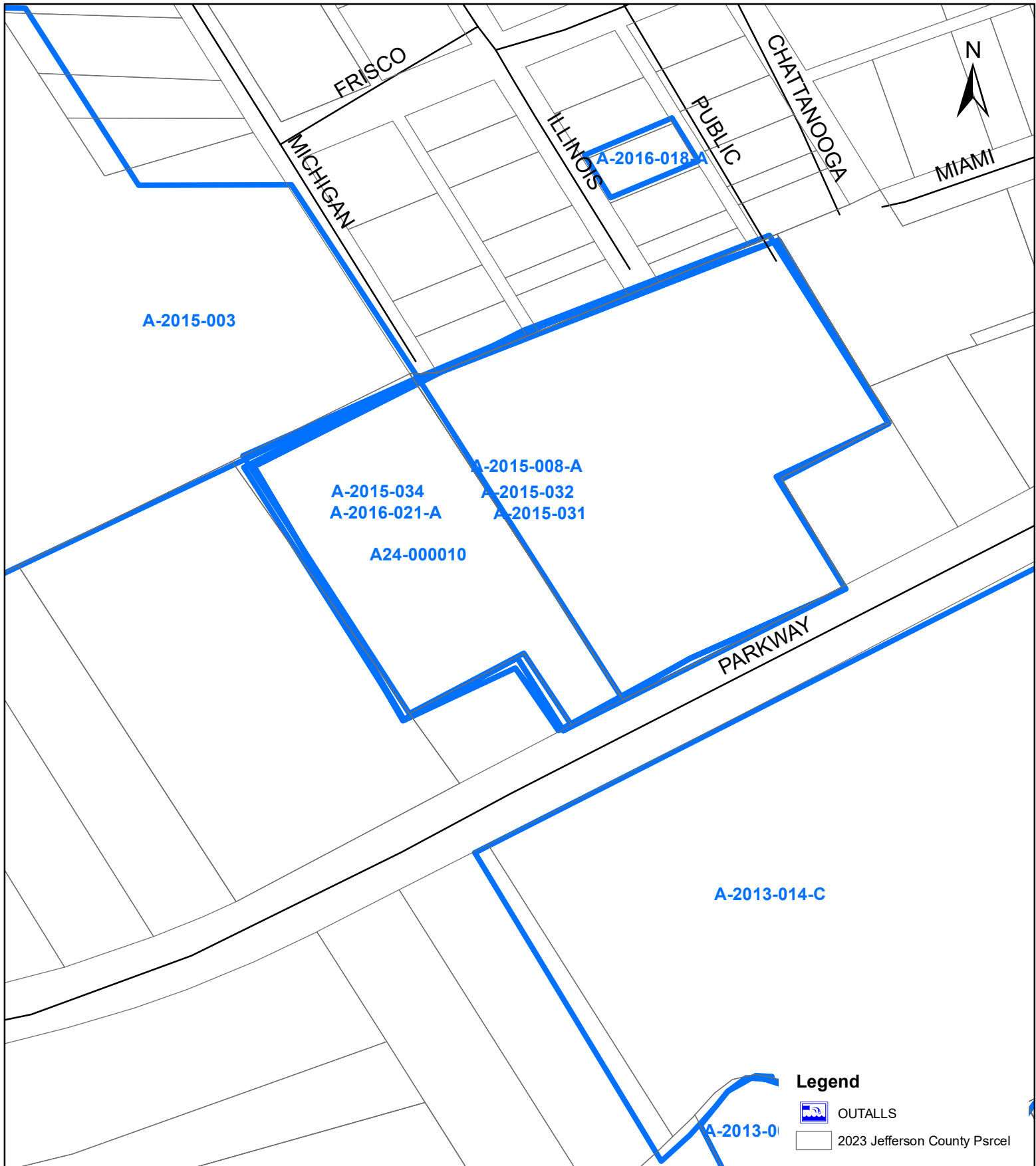




A24-000010  
7480 PARKWAY DR  
2500201007006.002  
FLOOD



A24-000010  
7480 PARKWAY DR  
2500201007006.002  
STREET





A24-000010  
7480 PARKWAY DR  
2500201007006.002  
AERIAL



**File Attachments for Item:**

3. A24-000011 - A request by E+J Concessions, Applicant, MITCHELL RETAIL PROPERTIES LLC, Owner, to allow a food truck - applicant only - at 7580 PARKWAY DR LEEDS AL 35094, TPID: 2500174038049001, Zoned: B-2, General Business District, Jefferson County

**37 NOTICE OF PUBLIC HEARING**

City of Leeds, Alabama  
Zoning Board of Adjustments

**APPLICATION**

An application for Food truck-itinerant

**Zoning Board of Adjustments**

The Zoning Board of Adjustments is vested with the responsibility and authority of authorizing variances which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship.

<b>CASE #:</b>	A24-000011
<b>APPLICANT NAME:</b>	Cherita Kennedy
<b>PROPERTY OWNER:</b>	MITCHELL RETAIL PROPERTIES LLC
<b>TAX PARCEL ID#S:</b>	2500174038049001
<b>PROPERTY ADDRESS:</b>	7580 PARKWAY DR; LEEDS, AL 35094
<b>PROPERTY ZONING:</b>	B-2 : GENERAL BUSINESS DISTRICT

**NOTICE IS HEREBY GIVEN** that the Board of Zoning Adjustments will hold a public hearing on the proposed preliminary plat. The hearing is scheduled on:

Date: May 21, 2024  
Time: 5:00 p.m.  
Place: Leeds Annex Meeting Room  
1412 9th St  
Leeds, AL 35094

**Public Information:** Any interested persons or their representative may appear at the meeting and comment on the application. Written comments may also be mailed to the Commission.

For more information about the application and related issues or to schedule an appointment:

**Phone:** 205-699-0943

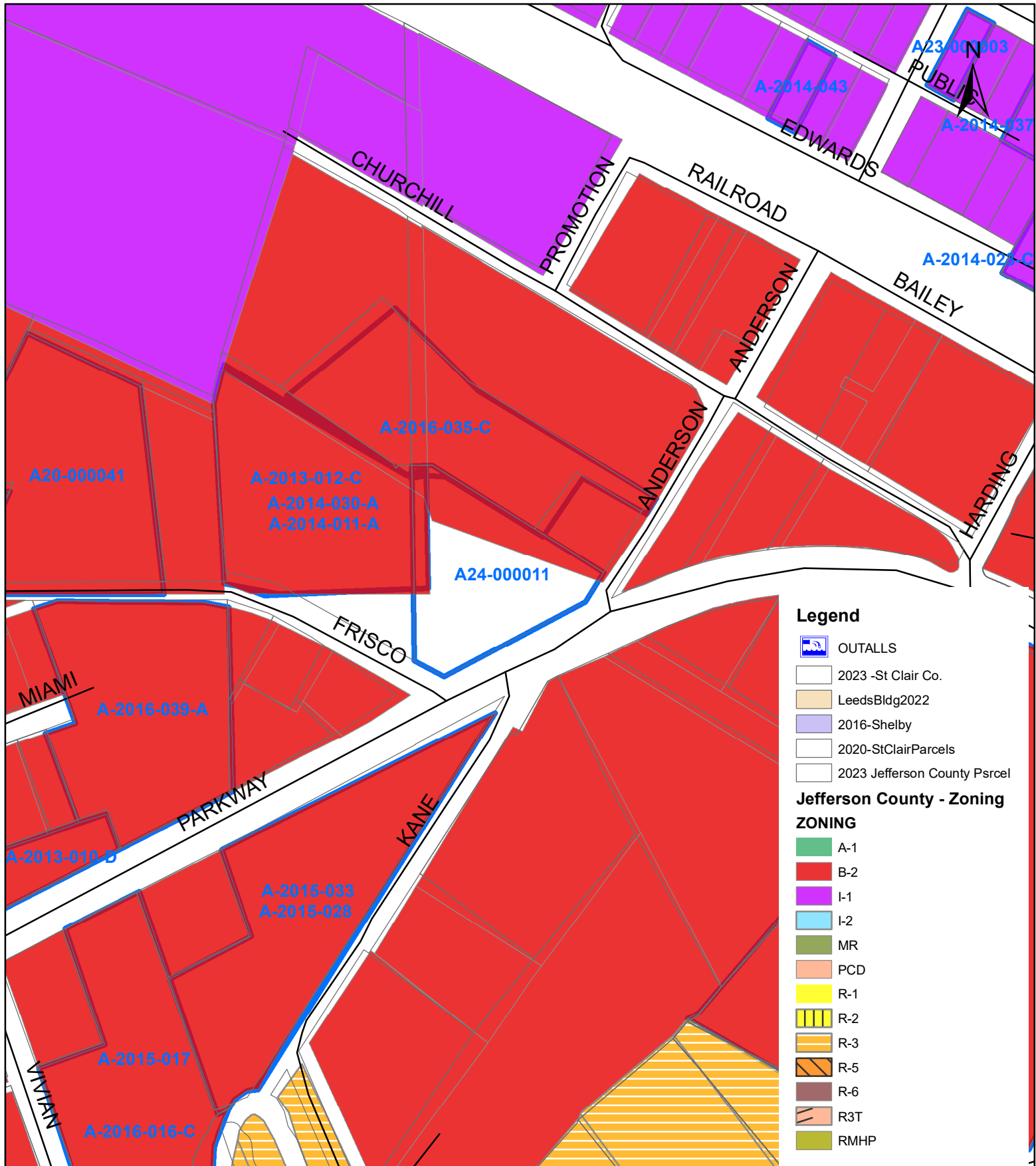
**E-mail:** development@leedsalabama.gov

**Mailing Address:**

Leeds Zoning Board of Adjustments  
c/o Development Services  
1404 9th Street  
Leeds, AL 35094

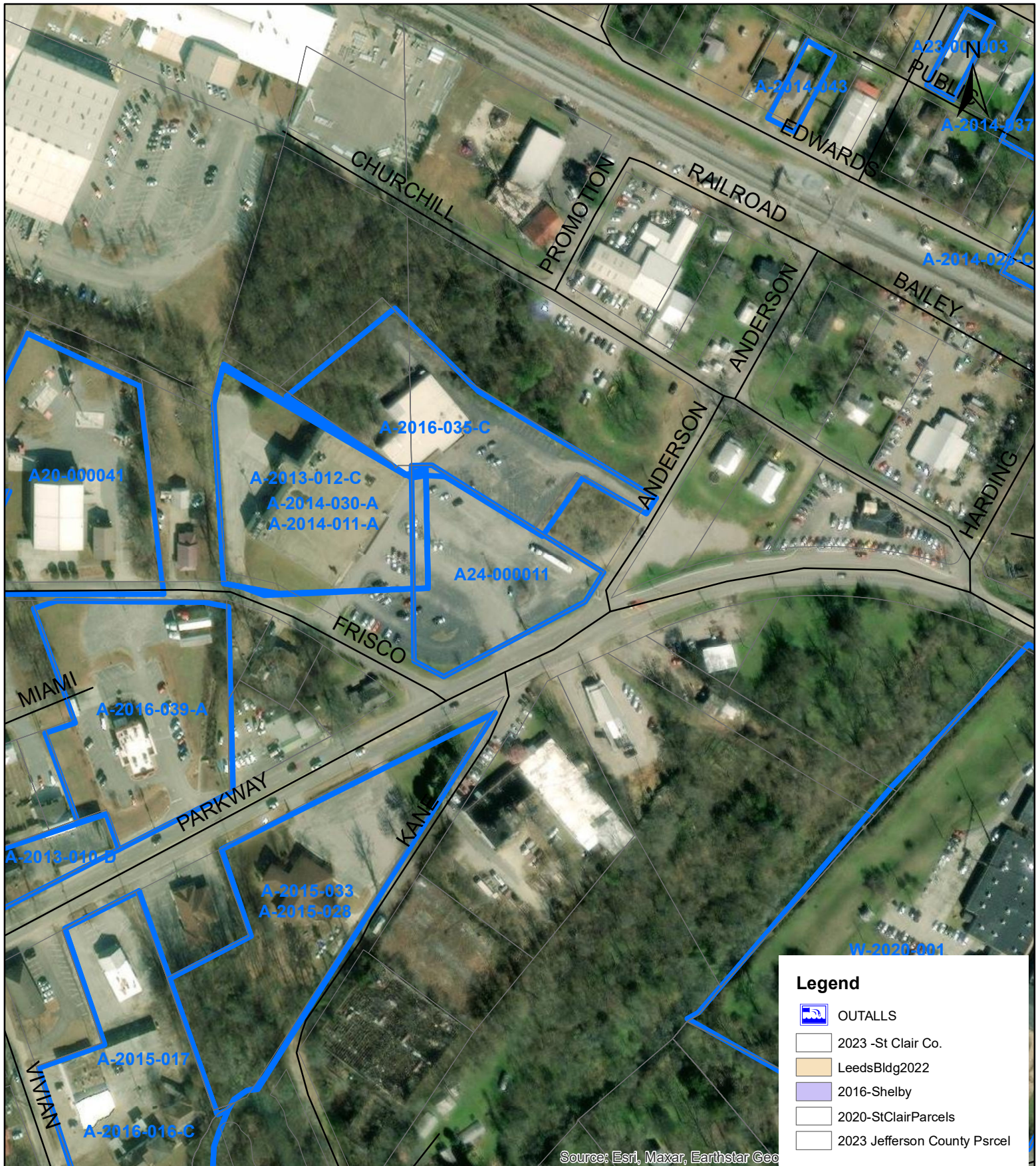


# A24-000011 7580 PARKWAY DR ZONING



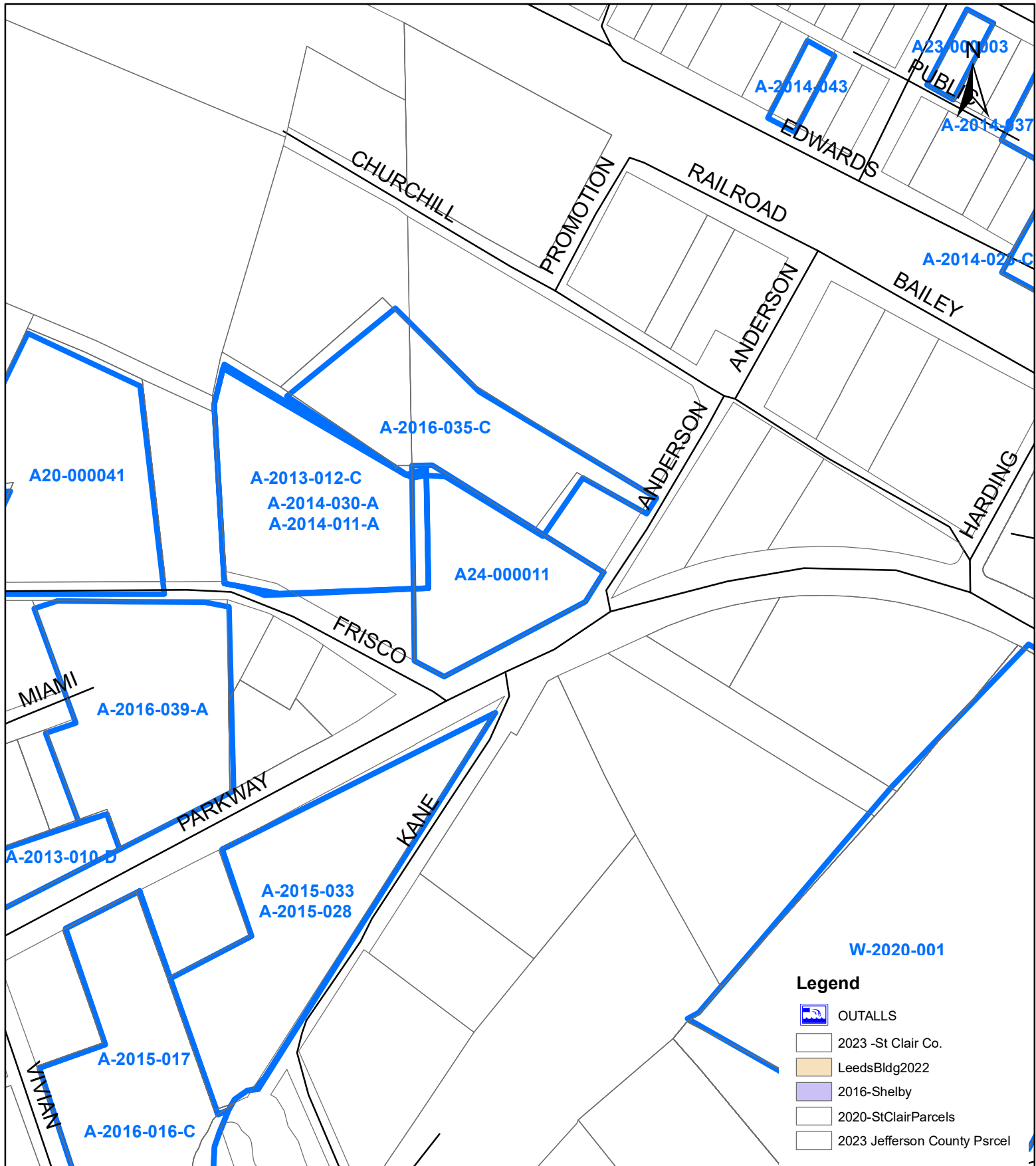


A24-000011  
7580 PARKWAY DR  
STREET



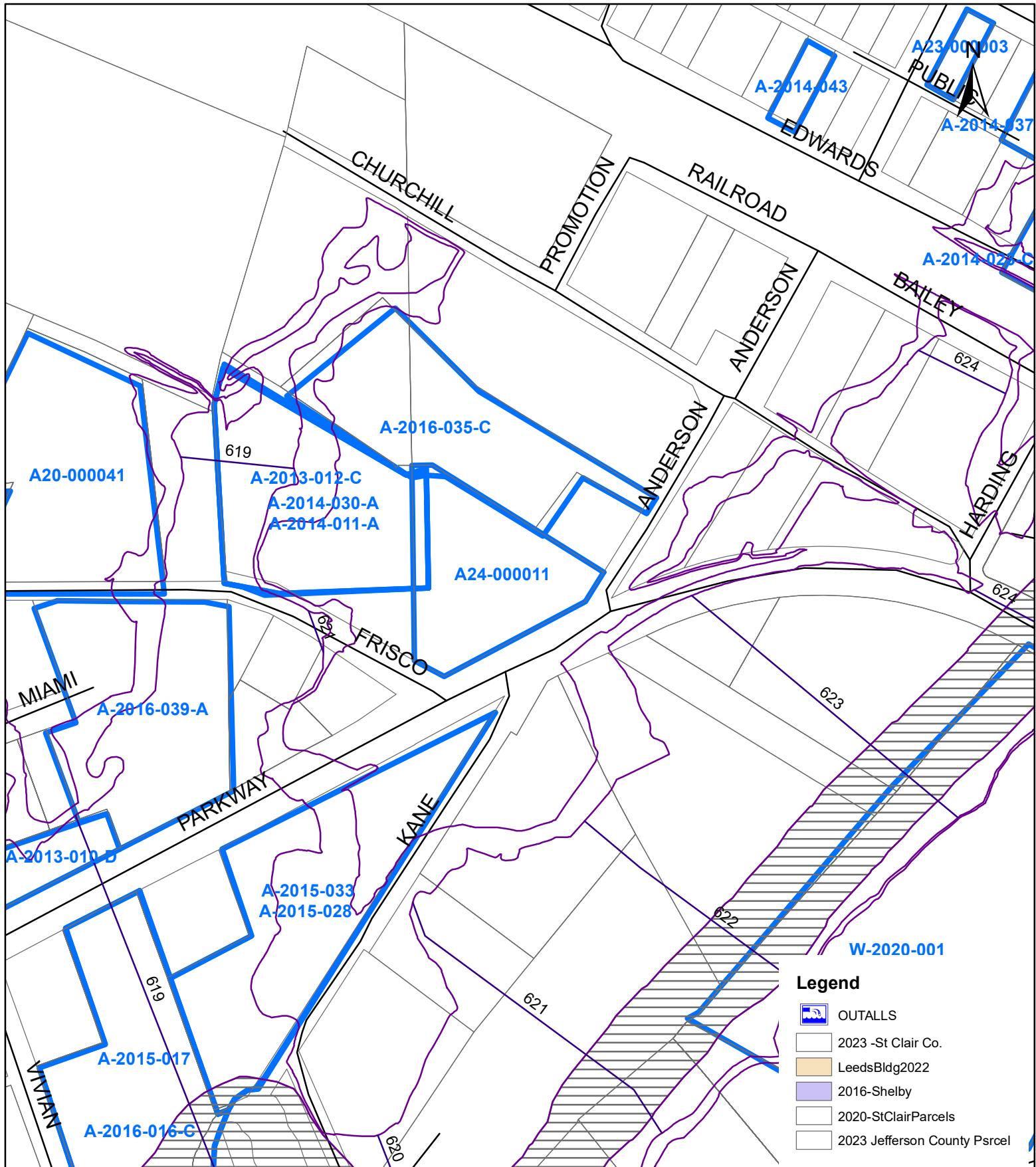


A24-000011  
7580 PARKWAY DR  
STREET





# A24-000011 7580 PARKWAY DR FLOOD



**File Attachments for Item:**

4. A24-000012 - A request by Mary Green Nichols, Applicant and Owner, to allow for the placement of a manufactured home at 1639 Brssher St, 35094, TPID: 2500154000036001, Zoned R-2, Single Family District, Jefferson County

**43 NOTICE OF PUBLIC HEARING**

City of Leeds, Alabama  
Zoning Board of Adjustments

**APPLICATION**

An application for to allow for the replacement of a manufactured home.

**Zoning Board of Adjustments**

The Zoning Board of Adjustments is vested with the responsibility and authority of authorizing variances which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship.

<b>CASE #:</b>	A24-000012
<b>APPLICANT NAME:</b>	GREEN MARY NICHOLS
<b>PROPERTY OWNER:</b>	GREEN MARY NICHOLS
<b>TAX PARCEL ID#S:</b>	2500154000036001
<b>PROPERTY ADDRESS:</b>	1639 BRASHER ST; LEEDS, AL 35094
<b>PROPERTY ZONING:</b>	R-2: SINGLE FAMILY RESIDENTIAL DISTRICT

**NOTICE IS HEREBY GIVEN** that the Board of Zoning Adjustments will hold a public hearing on the proposed preliminary plat. The hearing is scheduled on:

Date: May 21, 2024  
Time: 5:00 p.m.  
Place: Leeds Annex Meeting Room  
1412 9th St  
Leeds, AL 35094

**Public Information:** Any interested persons or their representative may appear at the meeting and comment on the application. Written comments may also be mailed to the Commission.

For more information about the application and related issues or to schedule an appointment:

**Phone:** 205-699-0943

**E-mail:** [development@leedsalabama.gov](mailto:development@leedsalabama.gov)

**Mailing Address:**

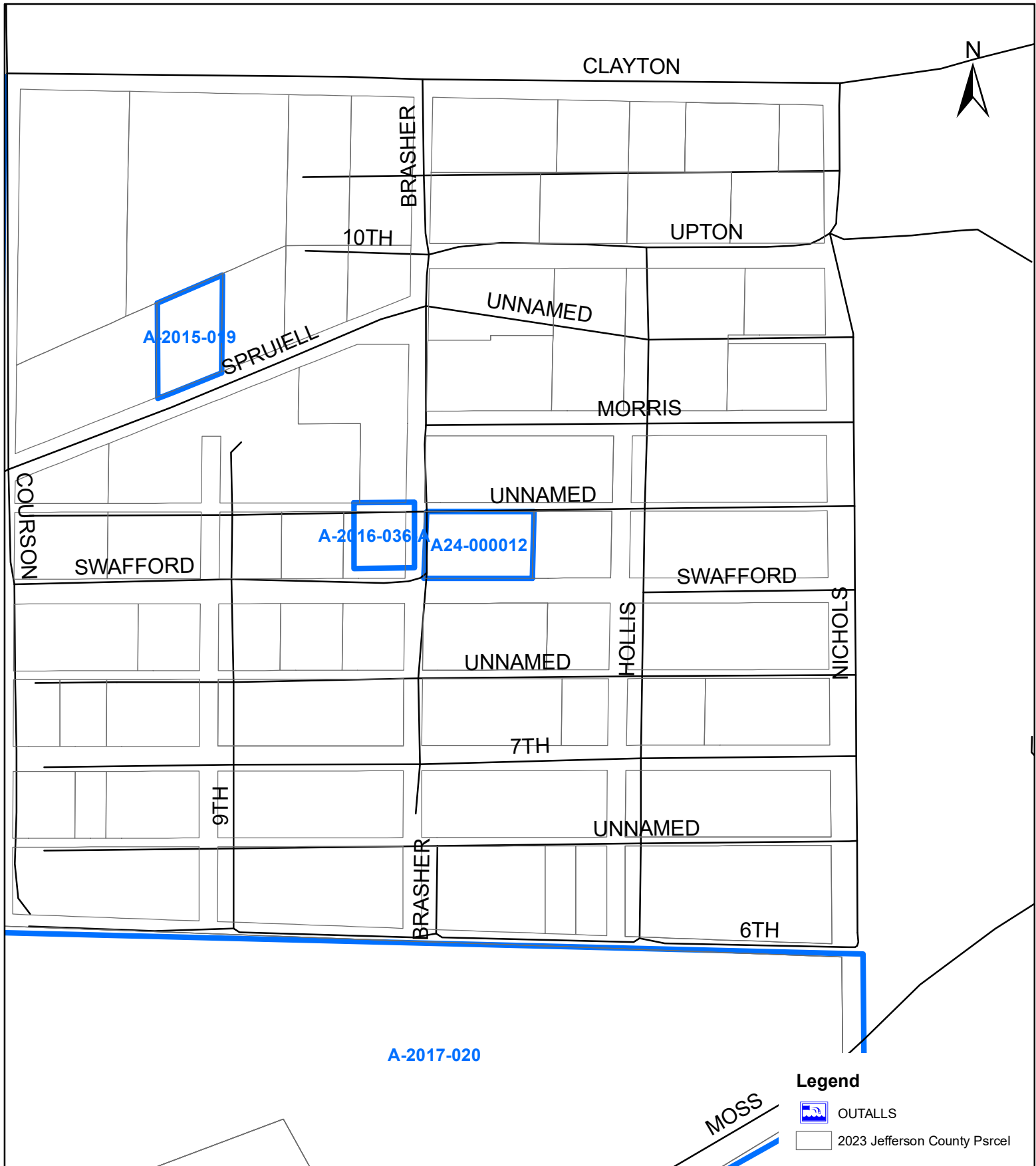
Leeds Zoning Board of Adjustments  
c/o Development Services  
1404 9th Street  
Leeds, AL 35094





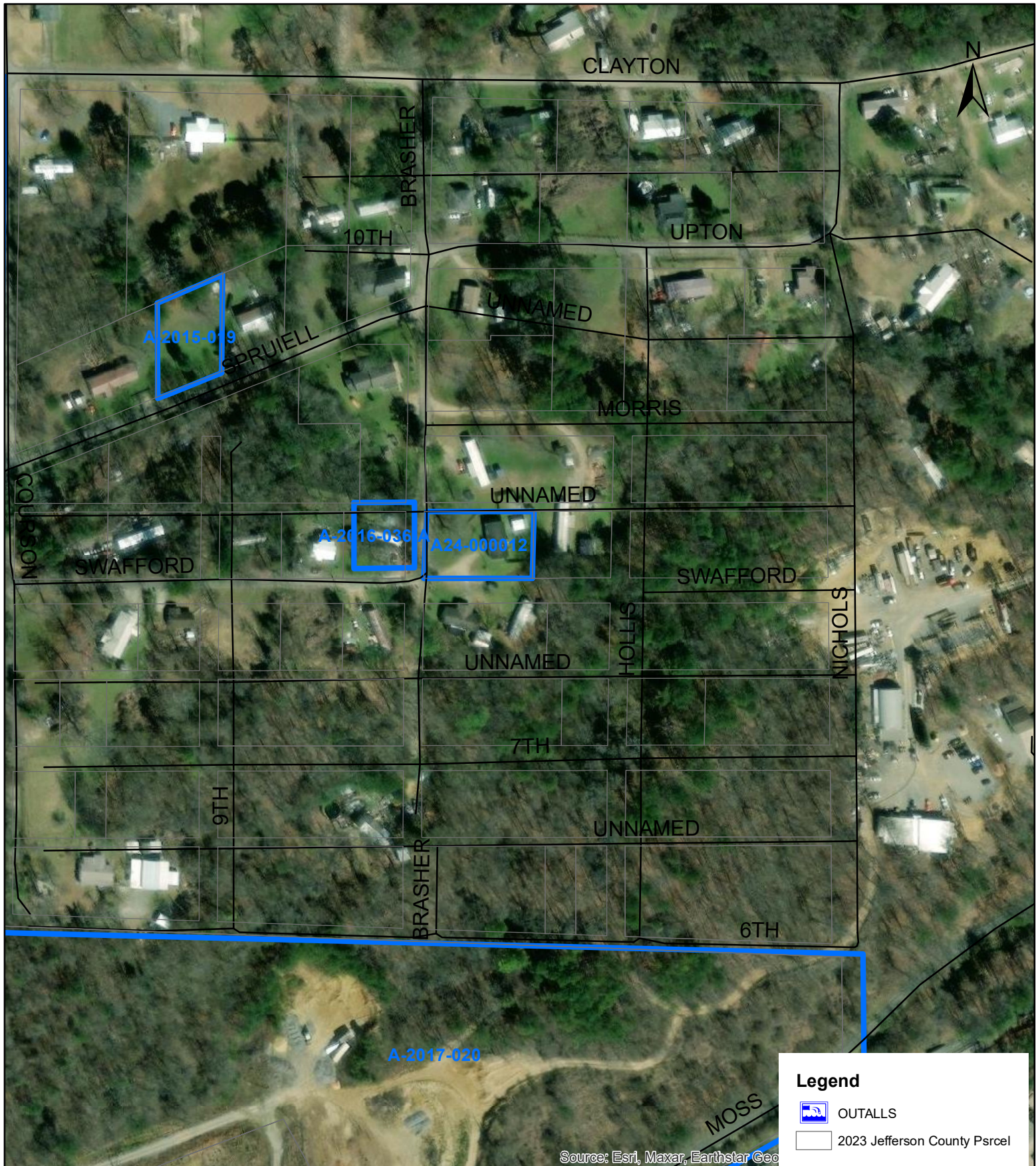


A24-000012  
1639 BRASHER ST  
2500154000036001  
STREET



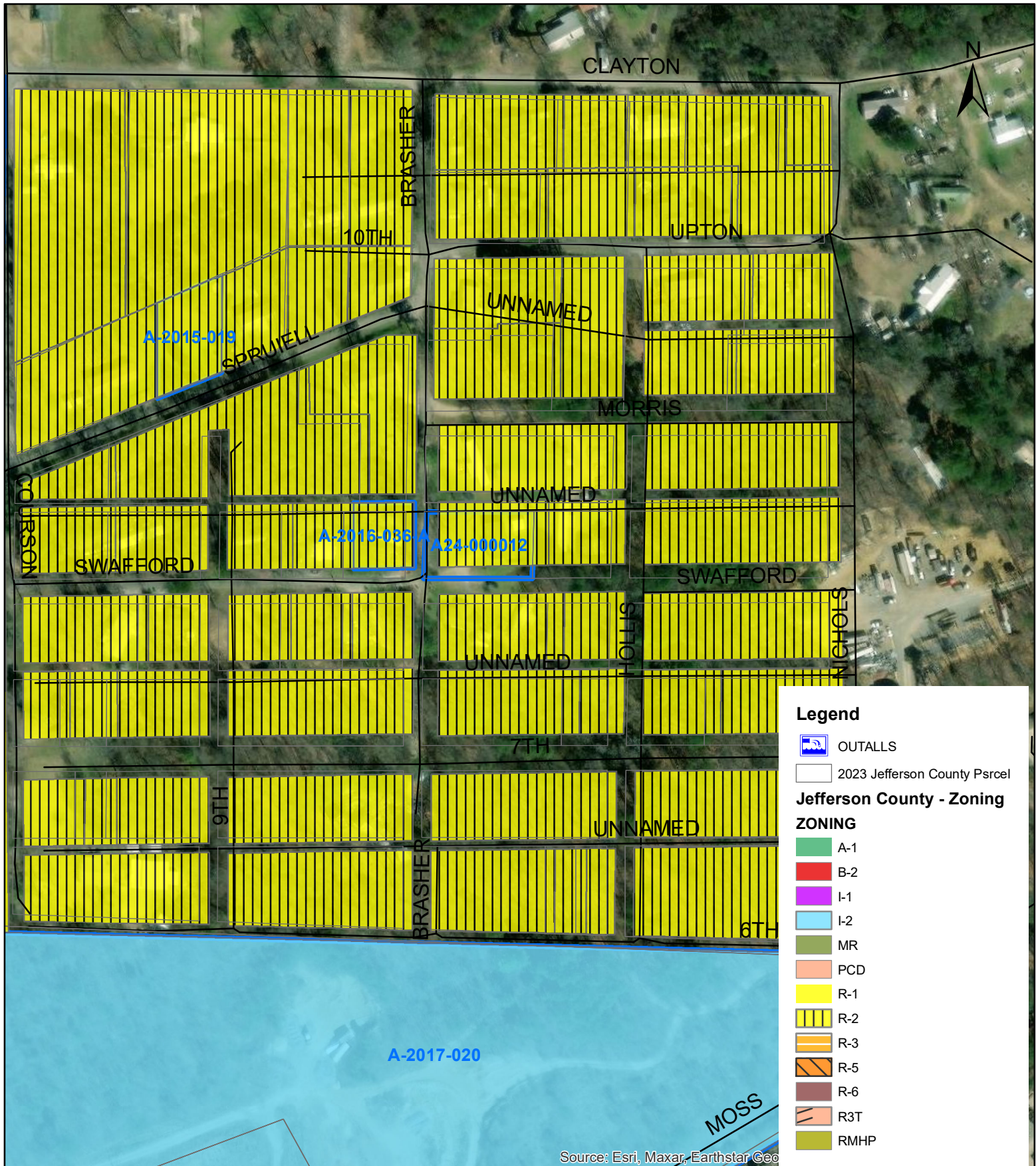


A24-000012  
1639 BRASHER ST  
2500154000036000  
AERIAL





A24-000012  
1639 BRASHER ST  
2500154000036000  
ZONING



**File Attachments for Item:**

5. A24-000014 - A Request by 9th St. Lofts, LLC., Owner and Applicant to allow a professional office in the T-5A District at 1509 9th St., 35094, TPID: 2500211022006000, Zoned T-5-A, Jefferson County.



**50 NOTICE OF PUBLIC HEARING**

City of Leeds, Alabama  
Zoning Board of Adjustments

**APPLICATION**

An application for to allow a professional office in the T-5-A district

**Zoning Board of Adjustments**

The Zoning Board of Adjustments is vested with the responsibility and authority of authorizing variances which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship.

<b>CASE #:</b>	A24-000014
<b>APPLICANT NAME:</b>	9th St Lofts, LLC
<b>PROPERTY OWNER:</b>	9th St Lofts, LLC
<b>TAX PARCEL ID#S:</b>	2500211022006000
<b>PROPERTY ADDRESS:</b>	1509 9TH ST; LEEDS, AL 35094
<b>PROPERTY ZONING:</b>	T-5-A: URBAN CENTER ZONE - A

**NOTICE IS HEREBY GIVEN** that the Board of Zoning Adjustments will hold a public hearing on the proposed preliminary plat. The hearing is scheduled on:

Date: May 21, 2024  
Time: 5:00 p.m.  
Place: Leeds Annex Meeting Room  
1412 9th St  
Leeds, AL 35094

**Public Information:** Any interested persons or their representative may appear at the meeting and comment on the application. Written comments may also be mailed to the Commission.

For more information about the application and related issues or to schedule an appointment:

**Phone:** 205-699-0943

**E-mail:** [development@leedsalabama.gov](mailto:development@leedsalabama.gov)

**Mailing Address:**

Leeds Zoning Board of Adjustments  
c/o Development Services  
1404 9th Street  
Leeds, AL 35094

THIS INSTRUMENT PREPARED BY:  
BARNES & BARNES LAW FIRM, P.C.  
8107 PARKWAY DRIVE  
LEEDS, ALABAMA 35094  
(205) 699-5000

Send Tax Notice To:  
9TH STREET LOFTS, LLC  
  
1509 9TH ST.  
LEEDS, AL 35094

### WARRANTY DEED WITH RIGHT OF SURVIVORSHIP

State of Alabama  
JEFFERSON County

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Three Hundred Fifty Thousand and 00/100 (\$350,000.00) to the undersigned Grantors, LAURIE J. BURGESS and WIFE, KATHY D. CAPPS, (hereinafter referred to as Grantors), in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, the said Grantors do by these presents, grant, bargain, sell and convey unto 9TH STREET LOFTS, LLC, (herein referred to as Grantee), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in JEFFERSON County, Alabama, to-wit:

LOT 5 AND THE NORTHEAST 25 FEET OF LOTS 1, 2, 3 AND 4, AND THE NORTHWEST 62 1/2 FET OF LOT 6, IN BLOCK 20-A, ACCORDING TO THE TUTWILER MONTGOMERY SURVEY OF LEEDS, AS RECORDED IN MAP BOOK 10, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

Property address: 1509 9TH ST. , LEEDS, AL 35094

\*The purchase price or actual value of this conveyance can be verified in the following documentary evidence:  
Closing Statement

SAID PROPERTY IS NOT THE HOMESTEAD OF THE GRANTORS NOR THAT OF THEIR SPOUSES.

Subject to:

1. Taxes for the current tax year and any subsequent years.
2. Easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of record, if any.
3. Mineral and mining rights, if any.

\$325,000.00 of the purchase price received above was paid from a purchase money mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD and said Grantors, for said Grantors, their heirs, executors and administrators, covenant with said Grantee, its heirs and assigns, that Grantors are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that Grantors ha a good right to sell and convey the same as aforesaid; that Grantors will, and its heirs, executors and administrators shall warrant and defend the same to the said Grantee, its heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, said Grantors have hereunto set their hand and seal this the 29th day of July, 2021.

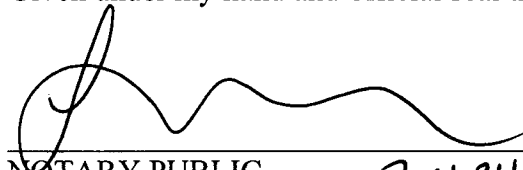
X   
LAURIE J. BURGESS

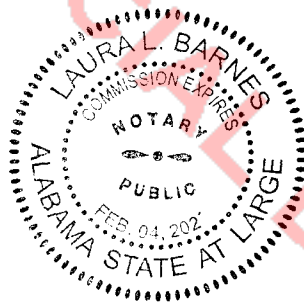
X   
KATHY D. CAPPS

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that LAURIE J. BURGESS and KATHY D. CAPPS, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of July, 2021.

  
NOTARY PUBLIC 2.4.24





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

Grantor's Name: LAURIE J. BURGESS and  
KATHY D. CAPPS

Grantee's Name: 9TH STREET LOFTS, LLC

Mailing Address: 1509 9TH ST.  
LEEDS, AL 35094

Mailing Address: 1509 9TH ST.  
LEEDS, AL 35094

**Property Address:** 1509 9TH ST.  
LEEDS, AL 35094

Date of Sales July 29th, 2021

**Total Purchase Price:** (\$350,000.00)

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"/>	Tax Appraisal
<input type="checkbox"/>	Sales Contract	<input type="checkbox"/>	Other Tax Assessment
<input checked="" type="checkbox"/>	Closing Statement	<input type="checkbox"/>	

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: July 29th, 2021

Print Laura L. Barnes

Unattested

## Sign

(verified by)

(Grantor/Grantee/Owner/Agent) **circle one**



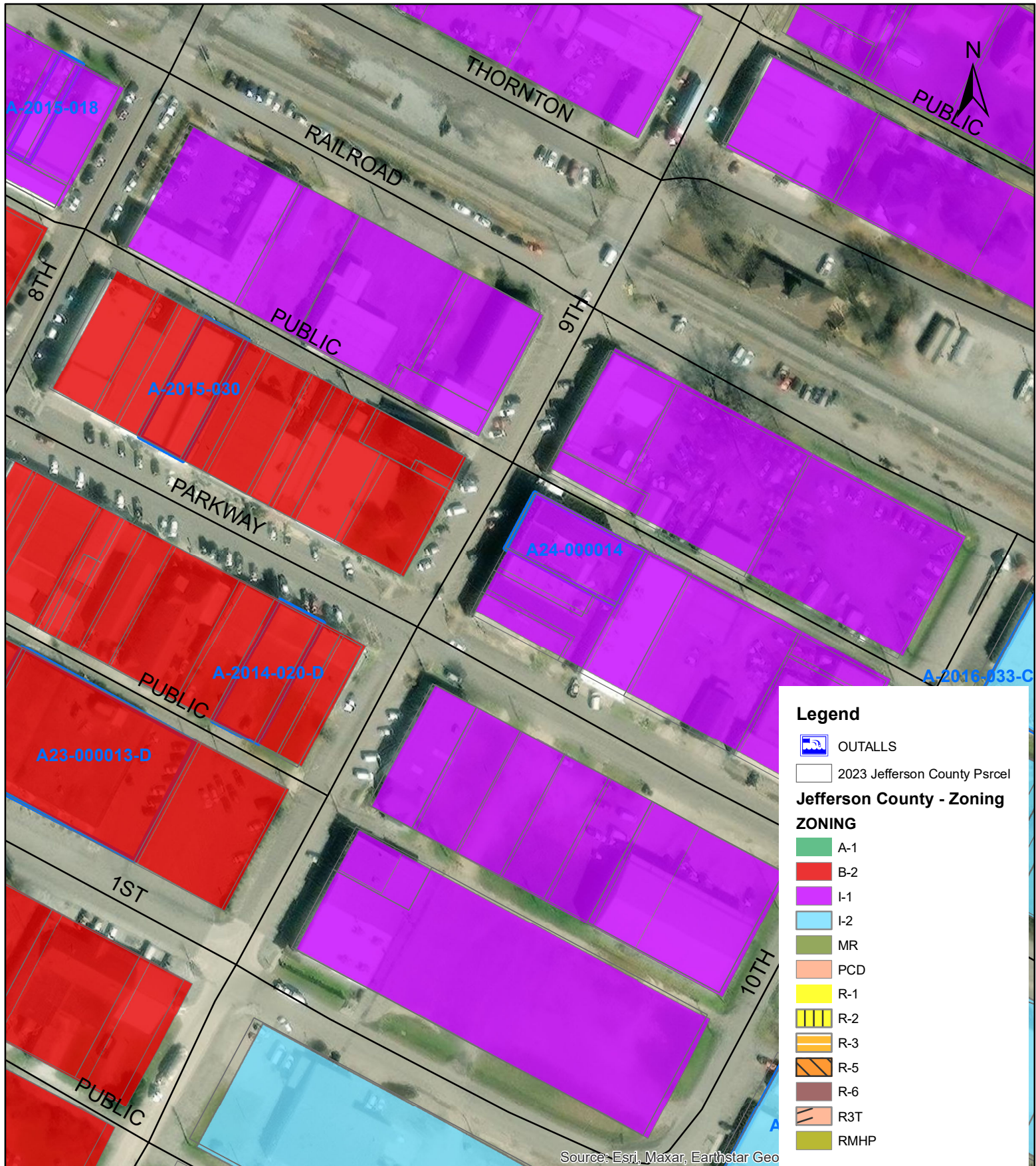




A24-000014  
1509 9th ST  
2500211022006000  
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ZONING





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FLOOD

